



November 9, 2020

Mr. James R. Beyer
Maine Department of Environmental Protection
Bureau of Land Resources
17 State House Station
Augusta, ME 04333-0017

RE: Condition Compliance Submission for Conditions 4, and 12 of Maine Department of Environmental Protection Site Location/NRPA Permit Numbers #L-27625-26- A-N,L-27625-TB-B-N,L-27625-2C-C-N,L-27625-VP-D-N,L-27625-IW-E-N, for the New England Clean Energy Connect Project

Dear Mr. Beyer:

Central Maine Power Company and NECEC Transmission LLC are submitting the enclosed materials to demonstrate compliance with certain conditions of the permit for the New England Clean Energy Connect (NECEC) Project approved by the Maine Department of Environmental Protection (MDEP) on May 11, 2020 (the MDEP Order), for which a partial transfer application is pending before the MDEP. Specifically, this filing requests MDEP's review and approval of the information provided herein to document compliance with Conditions 4 and 12 at pages 109-110 of the MDEP Order.

The following information is included herein, and summarized in the attached Table 1:

- Evidence of a line of credit, loan, or other financial assurance as required by Condition 4.
- Updates to the Plan for Protection of Sensitive Natural Resources During Initial Vegetation Clearing (VCP) and to the Post-Construction Vegetation Maintenance Plan (VMP) to be consistent with the requirements of the MDEP Order, as required by Condition 12, including:
 - Revisions to the VCP and VMP resulting from the vegetation management practices in Appendix C of the MDEP Order and updated high-voltage direct current (HVDC) transmission line labeling;
 - Addition of off right-of-way access road (ORAR) improvements for access to the corridor necessary to implement the vegetation management practices in Appendix C of the MDEP Order; and,

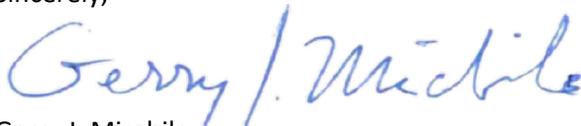


- Addition of temporary workspace associated with the Horizontal Directional Drill (HDD) at the Upper Kennebec River to comply with the full canopy height vegetation requirement between the Moxie Gore and West Forks Termination Stations.

Please note that the small amount of temporary wetland impact associated with the ORAR improvements and HDD temporary workspace will be accounted for in the compensation update that will be included with a soon to be filed permit minor revision application, which will show a significant overall decrease in wetland impact.

If you have any questions regarding this submittal, please give me a call at (207) 242-1682 or email me at gerry.mirabile@cmpco.com.

Sincerely,



Gerry J. Mirabile
Manager – NECEC Permitting
AVANGRID Networks, Inc.

Enclosures

cc: Jay Clement, USACE
Matt Manahan, Pierce Atwood LLP
Mark Goodwin, Burns & McDonnell

File: New England Clean Energy Connect

#L- _____
ATS # _____
Fees Paid _____
Date Received _____

CONDITION COMPLIANCE APPLICATION

This form shall be used to comply with a condition(s) on an Order that require approval from the Board or Department of Environmental Protection (Department).

Current fee schedule information can be found by contacting the Department or on the Department's website at: <http://www.maine.gov/dep/feeschedule.pdf>. The fee schedule is updated every November 1. Fees are payable to "Treasurer, State of Maine", and **MUST** accompany the application.

Please type or print in black ink only

1. Name of Applicant:		5. Name of Agent:	
2. Applicant's Mailing Address:		6. Agent's Mailing Address:	
3. Applicant's Daytime Phone #:		7. Agent's Daytime Phone #:	
4. Applicant e-mail address (REQUIRED):		8. Agent e-mail address (REQUIRED):	
LOCATION OF ACTIVITY			
9. Name of Project:			
10. Name of Town where project is located:		11. County:	
REQUIRED INFORMATION			
12. Existing Department Order number:		13. Order condition number(s):	
14. Summary of the information being provided:			
15. Project Manager, if known:			

This completed application form, fee, and all supporting documents summarized above shall be sent to the appropriate Department Office in Augusta, Portland, or Bangor.

Department of Environmental Protection 17 State House Station Augusta, ME 04333 Tel: (207) 287-7688	Department of Environmental Protection 312 Canco Road Portland, ME 04103 Tel: (207) 822-6300	Department of Environmental Protection 106 Hogan Road Bangor, ME 04401 (207) 941-4570
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CERTIFICATIONS / SIGNATURES on PAGE 2

IMPORTANT: IF THE SIGNATURE BELOW IS NOT THE APPLICANT'S SIGNATURE, ATTACH LETTER OF AGENT AUTHORIZATION SIGNED BY THE APPLICANT.

By signing below, the applicant (or authorized agent), certifies that he or she has read and understood the following:

CERTIFICATIONS / SIGNATURES

"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein.

Further, I hereby authorize the Department to send me an electronically signed decision on the license I am applying for with this application by e-mailing the decision to the electronic address located on the front page of this application (see #4 and #8)"



Signed: _____ Title: _____ Date: _____

Table 1: Condition Compliance Submission Summary

<i>Condition 4: Prior to the start of construction, the applicant shall submit evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this State, or evidence of any other form of financial assurance consistent with the Department Rules, Chapter 373, § 2(B), to the Department for review and approval.</i>	
Summary of Information Being Provided	Supporting Documents
Evidence of a line of credit, loan or other financial assurance as required by Condition 4.	Attachment A: Evidence of a line or credit, loan or other financial assurance
<i>Condition 12: The applicant shall update its VCP and VMP to be consistent with the requirements of this Order, including but not limited to the vegetation management requirements in Appendix C, and submit the updated plans to the Department for review and approval prior to the start of the construction (which includes clearing) within the corridor.</i>	
Summary of Information Being Provided	Supporting Documents
The updated VCP and VMP for MDEP approval are included in Attachments B and C, respectively. As required by Condition 12, the VCP and VMP are updated to incorporate the requirements of the MDEP Order, including the addition of off-corridor access road improvements for access to the corridor necessary to implement the vegetation management practices in Appendix C of the MDEP Order and the addition of temporary workspace associated with the HDD at the Upper Kennebec River to comply with the full canopy height vegetation requirement between the Moxie Gore and West Forks Termination Stations, described in more detail below.	Attachment B: VCP Attachment C: VMP Attachment D: Off Right of Way Access Road Overview Maps Attachment E: Real Property Rights Attachment F: HDD Temporary Workspace Map
<p>Off-Right of Way Access Roads (ORARs)</p> <p>ORAR overview maps are included as Attachment D. The ORARs will provide access to the corridor to facilitate compliance with the vegetation management requirements in Appendix C, while also allowing CMP to avoid and minimize impacts to protected natural resources within the corridor itself. The ORARs avoid and minimize impacts by minimizing the number of natural resource crossings and reducing the extent of repeated travel along the temporary access roads, which in turn will minimize the risk of soil erosion and sedimentation and limit activity in riparian buffers to the maximum extent practicable.</p> <p>Of the sixty-two (62) ORARs on Segment 1, only three (3) require wetland crossings resulting in a total of 0.497 acre of temporary impact associated with the placement of timber mats. The remainder are existing developed roads with no proposed improvements that would result in impacts to jurisdictional resource areas. All waterbodies intersected by ORARs that are not already bridged or properly culverted will be temporarily spanned using timber mats. Any currently damaged or improperly installed culverts that will be temporarily spanned for initial construction will be evaluated for their eligibility and inclusion in the Culvert Replacement Plan.</p> <p>Real property rights associated with the additional ORARs necessary for access to the corridor to implement the vegetation management practices in MDEP Order Appendix C are included in Attachment E.</p>	
<p>HDD Temporary Workspace</p> <p>CMP acquired additional land to expand the temporary workspace necessary to comply with the ordered full canopy height vegetation requirement between the Moxie Gore and West Forks Termination Stations and the ordered underground installation of the transmission line using HDD technology. The expanded temporary workspace minimizes the laydown area size while still providing enough room to safely place the equipment and materials necessary to complete the HDD. Incorporation of the temporary workspace will allow for completion of the HDD installation while preserving the full height vegetation on both sides of the Kennebec River, as required by the MDEP Order. 0.37 acre of temporary impact to wetlands associated with tree clearing and the placement of timber mats will be required within the HDD pull-back area. All wetlands will be restored and allowed to fully revegetate post-construction. The HDD temporary workspace is depicted on the map included in Attachment F. Real property rights associated with the temporary workspace are included in Attachment E.</p>	

**ATTACHMENT A – EVIDENCE OF LINE OF CREDIT, LOAN OR OTHER FINANCIAL
ASSURANCE**



November 4, 2020

**Re: New England Clean Energy Connect
DEP Order Condition # 4 Compliance – Evidence of Financial Assurance**

To Whom It May Concern:

This letter is issued in connection with the Maine Department of Environmental Protection's ("DEP's") May 11, 2020 Site Location of Development Act ("Site Law"), Natural Resources Protection Act ("NRPA"), and Water Quality Certification Order for the New England Clean Energy Connect transmission project (the "NECEC Project") (L-27625-26-A-N, L-27625-TG-B-N, L-27625-2C-C-N, L-27625-VP-D-N, L-27625-IW-E-N) (the "DEP Order").

This letter is issued to demonstrate compliance with condition number 4 of the DEP Order, which provides:

Prior to the start of construction, the applicant shall submit evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this State, or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 2(B), to the Department for review and approval.

Availability and Commitment of Funds: NECEC Transmission LLC ("NECEC LLC") is a wholly owned subsidiary of Avangrid Networks, Inc., a Maine corporation ("Avangrid Networks"), and an indirect wholly owned subsidiary of Avangrid, Inc, a New York corporation ("Avangrid"). Central Maine Power Company ("CMP") is an indirect subsidiary of Avangrid Networks and Avangrid. Avangrid is 81.5% owned by Iberdrola S.A., a leading global investor-owned power and utility company with operations in the United States, Spain, the U.K., Brazil, and Mexico. The remaining 18.5% of Avangrid shares trade on the New York Stock Exchange (NYSE: AGR).

AVANGRID / One City Center, 5th floor, Portland, ME, 04101



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Avangrid and Avangrid Networks have committed to provide NECEC LLC the funding needed for NECEC LLC to acquire the project from CMP and for construction and operation of the NECEC Project. This includes, without limitation, funding NECEC LLC's financial obligations with respect to the interconnection of the NECEC Project and construction of any upgrades necessary to permit the interconnection of the NECEC Project in accordance with Section I.3.9 and the Capacity Capability Interconnection Standard of the ISO-NE Open Access Transmission Tariff (the "Network Upgrades"). The Network Upgrades include the NECEC Project work scope and facilities that will be constructed, owned, and operated by CMP, as the interconnecting transmission owner, which are also subject to the DEP Order.

Avangrid will make equity contributions of up to \$1,000,000,000 to Avangrid Networks to fund the corresponding equity contributions that Avangrid Networks will make to NECEC LLC. In addition, Avangrid and NECEC LLC have executed a \$500,000,000 revolving loan agreement, which will provide a source of debt financing to NECEC LLC during the construction phase of the NECEC Project. Furthermore, Avangrid will provide parent guarantees, letters of credit, or other such instruments or collateral support required by NECEC LLC including in connection with certain regulatory obligations, DEP Order conditions, and certain construction agreements.

Avangrid holds credit ratings from S&P (BBB), Moody's (Baa1), and Fitch (BBB+). Avangrid has an equity market valuation of approximately \$15 billion, has assets of approximately \$35 billion, and outstanding long-term debt of approximately \$7.5 billion. To support its short-term financing and liquidity needs, Avangrid has a \$2 billion commercial paper program. Avangrid has revolving credit lines totaling \$3 billion, of which \$2 billion backstops the commercial paper program and \$1 billion is dedicated to providing liquidity to its regulated utilities. Avangrid has issued \$2.1 billion in green bonds since 2017 (exclusive of debt raised by its utility subsidiaries).

NECEC LLC will cover its operation expenses with the revenue from the seven transmission service agreements dated June 13, 2018, as amended, executed in connection with the NECEC Project (the "TSAs")¹ that CMP will assign to NECEC LLC. Under the terms of the TSAs, during the operating phase, in consideration for providing firm transmission service utilizing the NECEC

¹ Transmission Service Agreement between Central Maine Power Company and Fitchburg Gas and Electric Light Company d/b/a Unitil; Transmission Service Agreement between Central Maine Power Company and Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid; Transmission Service Agreement between Central Maine Power Company and Nstar Electric Company d/b/a Eversource Energy; Transmission Service Agreement (Unitil – 12.317 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Transmission Service Agreement (National Grid – 498.348 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Transmission Service Agreement (Eversource Energy – 579.335 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; and Additional Transmission Service Agreement between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.

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Project, NECEC LLC will receive monthly transmission service payments from the applicable TSA's counterparties.

The financing resources outlined above will be sufficient to complete the approved compensation work, including subsequent monitoring and corrective actions, in accordance with the terms of the DEP Order and Chapter 373, § 2(B) of the DEP's Rules. Further, NECEC LLC will have financial capacity to design, construct, operate, and maintain all aspects of the development in a manner consistent with state environmental standards and the provisions of the Site Law and NRPA.

We hope this information meets your needs. Please call me at (207) 629-1280 if you have any questions concerning this letter.

Sincerely,

DocuSigned by:

55F3969FAADA48C...

Howard Coon
Vice-President & Treasurer
Avangrid

On behalf of Avangrid, Inc. and Avangrid Networks, Inc.

AVANGRID / One City Center, 5th floor, Portland, ME, 04101



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**ATTACHMENT B – UPDATED PLAN FOR PROTECTION OF SENSITIVE NATURAL
RESOURCES DURING INITIAL VEGETATION CLEARING (VCP)**

**New England Clean Energy Connect
Plan for Protection of Sensitive Natural Resources
During Initial Vegetation Clearing**

Prepared by:

**Central Maine Power Company
83 Edison Drive
Augusta, Maine 04336**

Revised October 2020



Introduction

This construction Vegetation Clearing Plan (VCP) applies to construction of the new transmission lines associated with Central Maine Power Company's (CMP) New England Clean Energy Connect (NECEC) project. The VCP describes restrictive and protective management practices required for work within and adjacent to protected natural resources during vegetation clearing associated with NECEC project construction. This VCP also incorporates specific vegetation management requirements contained in the Maine Department of Environmental Protection (MDEP) NECEC Site Location/Natural Resources Protection Act permit issued May 11, 2020. The requirements described in this VCP apply to initial project construction and are not intended to apply to planned or emergency maintenance or repair actions.

The goal of the VCP is to provide construction personnel with a cohesive set of vegetation management specifications and performance standards for work within and adjacent to protected natural resources during transmission line construction.

The protected natural resources subject to restrictive vegetation management requirements include:

- Wetlands and streams (intermittent and perennial);
- Perennial streams within the Segment 1 portion of the NECEC project;
- All streams (intermittent and perennial) within the Atlantic salmon Gulf of Maine Distinct Population Segment (GOM DPS), which includes the critical habitat;
- Outstanding river segments, rivers, streams or brooks containing threatened or endangered species (e.g., Atlantic salmon);
- Gold Brook and Mountain Brook containing State Threatened Roaring Brook Mayfly (*Epeorus frisoni*) and / or State Special Concern Northern Spring Salamander (*Gyrinophilus porphyriticus*) species;
- State Special Concern Species Habitat: Rusty Blackbird (*Euphagus carolinus*) and Wood Turtle (*Glyptemys insculpta*);
- Significant Vernal Pools (SVP);
- Inland Waterfowl and Wading Bird Habitat (IWWH);
- Deer Wintering Areas (DWA);
- Potential maternal roosting areas for Northern Long-eared Bat (*Myotis septentrionalis*);
- Rare plant locations;
- Locations over mapped significant sand and gravel aquifers; and,
- Viewpoints from Coburn Mountain and Rock Pond.

In locations where individual restrictions or procedures overlap, or multiple restrictions apply, the more stringent restrictions and all applicable procedures will be followed by construction personnel.

1.0 Right-of-Way Vegetation Clearing Procedures

1.1 Arboricultural Management Practices

Capable vegetation will be removed and controlled within the footprint of the NECEC development, including within the new (Segment 1) and co-located transmission line corridors. Capable vegetation is defined as woody plant species and individual specimens that can grow to a height that would reach the conductor safety zone, as illustrated in Figure 1 attached to this exhibit. Removal of capable species beneath the conductors within transmission line corridors is intended to meet the following goals:

- Facilitate construction;
- Maintain the integrity and functionality of the line;
- Facilitate safe operation of the line;
- Maintain access in case of emergency repairs; and
- Facilitate safety inspections.

Therefore, the objective of this VCP will be to remove woody vegetation capable of encroaching into the conductor safety zone of the new transmission lines to facilitate construction and maintain the integrity and safe operation of the transmission line consistent with the standards of North American Electric Reliability Corporation's (NERC) Transmission Vegetation Management¹ standard. This will be accomplished by practicing an integrated vegetation management strategy using a combination of mechanical cutting, hand-cutting, and herbicide applications². Mechanical mowing may also be used along access roads or in unusual circumstances, should the typical procedures not suffice.

Throughout clearing and construction, shrub and herbaceous vegetation will remain in place to the extent practicable. Capable vegetation, dead trees, "hazard trees" and all vegetation over 10 feet in height will be removed during initial transmission line corridor clearing prior to construction of the new transmission lines, except in areas described in Section 2.0 below. Due to the sag of the electric transmission lines between the structures, which varies with topography, the distance between structures, tension on the wire, electrical load, air temperature and other

¹ North American Electric Reliability Corporation Transmission Vegetation Management, Standard FAC 003 – 3 Technical Reference, July 1, 2014.

² No herbicide will be applied in the Segment 1 corridor, within 100 feet of the one observed small whorled pogonia occurrence in the Town of Greene, or within 100 feet of the 174-acre Casavant tract on the east and west sides of the transmission line corridor in this vicinity in Greene.

variables, the required clearance is typically achieved by removing all capable species from the transmission line corridor. Hazard trees are those trees typically on the edge of the transmission line corridor that pose an imminent threat of violating the minimum separation standard or are at risk of contacting the transmission lines themselves due to disease, configuration or potential instability. Hazard trees are typically removed immediately upon identification.

The following procedures will be implemented during vegetation management activities to protect sensitive natural resources:

- a. Protected natural resources and their associated buffers will be flagged or located with a Global Positioning System (GPS) prior to all construction and clearing activities;
- b. When and if terrain conditions permit (e.g., certain ravines and narrow valleys) capable vegetation will be permitted to grow within and adjacent to protected natural resources or critical habitats where maximum growing height can be expected to remain well below the conductor safety zone. Narrow valleys are those that are spanned by a single section of transmission line, structure-to-structure.
- c. Hand cutting with chainsaws will be the preferred method of vegetation clearing within protected natural resource buffers and sensitive areas, where reasonable and practicable and with the appropriate protective measures. However, mechanized equipment may be used during frozen conditions, or when matted travel lanes and the reach-in technique are implemented;
- d. Equipment access through wetlands or over streams will be avoided as much as practicable by utilizing existing public or private access roads, with landowner approval where required;
- e. Equipment access in upland areas with saturated soils will be minimized to the extent practicable, or these areas will be matted to avoid excessive rutting or other unnecessary ground disturbance;
- f. Disturbance to wetland or stream bank vegetation, if any, will be repaired following completion of clearing activities in the area if exposed soils present a risk of erosion and sedimentation;
- g. Areas of significant soil disturbance will be stabilized and reseeded following completion of clearing activities in the area.
- h. When capable vegetation within and adjacent to a protected natural resource or identified critical habitat will be removed for constructing the development, the natural regeneration of non-capable woody vegetation will be allowed within all protected resources. At a minimum, the natural regeneration of non-capable woody vegetation will be allowed. To facilitate the regeneration of natural vegetation within and adjacent to (generally, within 75 feet of) protected natural resources and special habitats, the contractor will separate the topsoil from the mineral soil when excavating during project construction. The excavated topsoil

will be returned to its original place and position in the landscape and appropriate erosion control methods will be utilized.

- i. Locations within the NECEC that contain any of the invasive plant species listed in Table 1 below will be identified prior to the start of construction of the project or the start of construction on any individual segment of the project. CMP has developed an invasive species control plan and submitted it to the MDEP for review and approval prior to the start of construction of the project. This plan has a stated objective of preventing the introduction and spread of invasive species as a result of construction. Herbicide application is an acceptable method of controlling invasive growth when hand removal or other non-chemical methods will not be effective, including in protected natural resources and other sensitive areas.

Table 1 – Invasive Plant Species

Species	Common Name	Form	Indicator
<i>Acer ginnala</i>	Amur maple*	Tree	NI
<i>Acer platanoides</i>	Norway maple*	Tree	NL (upland)
<i>Actinidia arguta</i>	Hardy kiwi	Vine	NI
<i>Aegopodium podagraria</i>	Goutweed*	Herbaceous	FAC
<i>Ailanthus altissima</i>	Tree of heaven*	Tree	NI
<i>Akebia quinata</i>	Chocolate vine; five leaf-	Vine	NI
<i>Alliaria petiolata</i>	Garlic mustard*	Herbaceous	NL (upland)
<i>Alnus glutinosa</i>	European alder	Tree	NI
<i>Amorpha fruticosa</i>	False indigo*	Herbaceous	FACW
<i>Ampelopsis glandulosa</i>	Porcelainberry*	Herbaceous	NI
<i>Berberis thunbergii</i>	Japanese barberry*	Shrub	FACU
<i>Berberis vulgaris</i>	Common barberry*	Shrub	FACU
<i>Butomus umbellatus</i>	Flowering rush	Shrub	OBL
<i>Cabomba caroliniana</i>	Fanwort**	Herbaceous	NI
<i>Callitriche stagnalis</i>	Starwort	Herbaceous	NI
<i>Cardamine impatiens</i>	Narrowleaf bittercress	Herbaceous	NI
<i>Celastrus orbiculatus</i>	Oriental bittersweet*	Vine	FACU-
<i>Cirsium arvense</i>	Canada thistle	Herbaceous	FACU
<i>Clematis terniflora</i>	Yam-leaved virgin's bower	Vine	UPL
<i>Cynanchum louiseae</i>	Black swallowwort	Vine	NL (upland)
<i>Cynanchum rossicum</i>	Pale swallowwort	Vine	NI
<i>Dioscorea polystachya</i>	Chinese yam	Vine	NI
<i>Egeria densa</i>	Brazilian waterweed**	Herbaceous	OBL
<i>Elaeagnus umbellata</i>	Autumn olive*	Shrub	FACU
<i>Epilobium hirsutum</i>	Hairy willow-herb	Herbaceous	NI
<i>Euonymus alatus</i>	Winged euonymus*	Shrub	NI
<i>Euonymus fortunei</i>	Wintercreeper	Herbaceous	NI
<i>Euphorbia esula</i>	Leafy spurge	Herbaceous	NI
<i>Fallopia japonica</i>	Japanese knotweed*	Herbaceous	FACU

Species	Common Name	Form	Indicator
<i>Fallopia sachalinensis</i>	Giant knotweed	Herbaceous	NI
<i>Fallopia x bohemica</i>	Bohemian knotweed	Herbaceous	NI
<i>Ficaria verna</i>	Lesser celandine	Herbaceous	NI
<i>Frangula alnus</i>	Glossy buckthorn	Shrub	FAC
<i>Glyceria maxima</i>	English water grass	Herbaceous	NI
<i>Heracleum mantegazzianum</i>	Giant hogweed	Herbaceous	NI
<i>Hesperis matronalis</i>	Dame's rocket*	Herbaceous	FACU
<i>Humulus japonicus</i>	Japanese hops	Vine	FACU
<i>Hydrilla verticillata</i>	Hydrilla**	Herbaceous	NI
<i>Hydrocharis morsus-ranae</i>	European frog's bit**	Herbaceous	NI
<i>Impatiens glandulifera</i>	Ornamental jewelweed*	Herbaceous	FAC
<i>Iris pseudacorus</i>	Yellow iris*	Herbaceous	OBL
<i>Lepidium latifolium</i>	Tall pepperwort	Herbaceous	FACU
<i>Ligustrum obtusifolium</i>	Border privet	Shrub	NI
<i>Ligustrum ovalifolium</i>	California privet	Shrub	NI
<i>Ligustrum vulgare</i>	Privet*	Shrub	NI
<i>Lonicera japonica</i>	Japanese honeysuckle*	Shrub	NI
<i>Lonicera maackii</i>	Amur honeysuckle*	Shrub	NI
<i>Lonicera morrowii</i>	Morrow's honeysuckle*	Shrub	FACU
<i>Lonicera tatarica</i>	Tartarian honeysuckle*	Shrub	FACU
<i>Lonicera x bella</i>	Bella honeysuckle*	Shrub	FACU
<i>Lythrum salicaria</i>	Purple loosestrife*	Herbaceous	OBL
<i>Microstegium vimineum</i>	Japanese stilt grass*	Herbaceous	NI
<i>Myosotis scorpioides</i>	Water forget-me-not	Herbaceous	OBL
<i>Myriophyllum aquaticum</i>	Parrot feather**	Herbaceous	OBL
<i>Myriophyllum heterophyllum</i>	Variable milfoil**	Herbaceous	OBL
<i>Myriophyllum spicatum</i>	Eurasian milfoil**	Herbaceous	OBL
<i>Najas minor</i>	Slender-leaved naiad**	Herbaceous	OBL
<i>Nelumbo lutea</i>	American water lotus	Herbaceous	OBL
<i>Nitellopsis obtusa</i>	Starry stonewort	Herbaceous	NI
<i>Nymphoides peltata</i>	Yellow floating heart**	Herbaceous	NI
<i>Oplismenus hirtellus ssp.</i>	Wavyleaf basketgrass	Herbaceous	NI
<i>Persicaria pertoliata</i>	Mile-a-minute vine*	Vine	NI
<i>Phalaris arundinacea</i>	Reed canary grass	Herbaceous	NI
<i>Phellodendron amurense</i>	Amur cork tree*	Tree	NI
<i>Photinia villosa</i>	Oriental photinia	Shrub	NI
<i>Phragmites australis</i>	Common reed	Herbaceous	FACW
<i>Pistia stratiotes</i>	Water lettuce	Herbaceous	OBL
<i>Populus alba</i>	White cottonwood*	Tree	NI
<i>Potamogeton crispus</i>	Curly pondweed**	Herbaceous	OBL
<i>Pueraria lobata</i>	Kudzu	Vine	NI
<i>Pyrus calleryana</i>	Callery ("Bradford") pear	Tree	NI
<i>Ranunculus repens</i>	Creeping buttercup	Herbaceous	FAC

Species	Common Name	Form	Indicator
<i>Rhamnus cathartica</i>	Common buckthorn	Shrub	UPL
<i>Robinia pseudoacacia</i>	Black locust*	Tree	FACU
<i>Rosa multiflora</i>	Multiflora rose*	Shrub	FACU
<i>Rosa rugosa</i>	Rugosa rose	Herbaceous	FACU
<i>Rubus fruticosus</i>	European blackberry	Herbaceous	NI
<i>Rubus phoenicolasias</i>	Wineberry	Herbaceous	NI
<i>Stratiotes aloides</i>	Water soldier	Herbaceous	NI
<i>Thodotipos scandens</i>	Black jetbead	Shrub	NI
<i>Trapa natans</i>	Water chestnut**	Herbaceous	NI
<i>Utricularia inflata</i>	Inflated bladderwort	Herbaceous	OBL

* Plant regulated by the Do Not Sell List, Horticulture Program, Maine Department of Agriculture, Conservation and Forestry.

** Aquatic plant regulated by MDEP.

2.0 Vegetation Clearing and Management Practices – Segment 1 Specific

This section describes the four (4) types of vegetation clearing and management practices required within the Segment 1 corridor, specifically:

- Full canopy height vegetation;
- 35-foot minimum vegetation height;
- Deer travel corridors; and
- Tapered vegetation.

The MDEP Permit designated Wildlife Areas (see Table 2) where specific vegetation clearing and management practices are required and include: full canopy height vegetation, 35-foot minimum vegetation height, or vegetation managed for deer travel (25- to 35-foot softwood species). For all other areas in Segment 1, CMP must implement and manage vegetation in a tapered configuration, described in Section 2.4. Section 5.0 describes the requirements in riparian filter areas adjacent to rivers, streams, and brooks, including those specific to Segment 1.

The NECEC Natural Resource Maps incorporate and depict the vegetation clearing and management practices required by the MDEP Order. On the maps, the transmission centerline line type varies in color according to what vegetation management practice is required.

2.1 Full Canopy Height Vegetation

Full canopy height vegetation is required in three locations within the Segment 1 corridor. These locations, identified more specifically below in Table 2, include the Gold Brook crossing (a portion of Wildlife Area 4), the Mountain Brook crossing (Wildlife Area 6), and the Upper Kennebec River crossing (Wildlife Area 11).

In areas where full canopy height vegetation must be maintained, vegetation will be removed only in areas necessary to access pole locations and install the poles. (There are no pole locations in Wildlife Area 11.) Access roads and structure preparation and installation areas will be cleared of all capable and non-capable species and maintained as scrub-shrub habitat to allow for post-construction maintenance, repair, and/or emergency access during operation of the line.

2.2 35-Foot Minimum Vegetation Height

In areas where minimum 35-foot tall vegetation must be maintained, only areas necessary to access pole locations or install and maintain poles will be cleared during construction. Access roads and structure preparation and installation areas will be cleared of all capable and non-capable species and maintained as scrub-shrub habitat to allow for post-construction maintenance, repair, and/or emergency access during operation of the line. In other areas within the entire width of the corridor only trees taller than 35 feet, or trees that may grow taller than 35 feet prior to the next scheduled maintenance, will be removed during construction. Vegetation maintenance within Segment 1 will be on a two- to three-year cycle and may not exceed a three-year cycle within any area within this segment without prior approval from the MDEP.

2.3 Deer Travel Corridors

In consultation with MDIFW, and required by the MDEP Permit, specific areas referred to as deer travel corridors within the Upper Kennebec River DWA (Map ID 060065) must be managed as 25- to 35-foot softwood stands to promote deer movement across the transmission line corridor during the winter months when snow depths have the potential to inhibit deer travel. The NECEC transmission line corridor traverses this DWA from a point in West Forks Plantation to a point in Moxie Gore. The areas identified by the MDEP Permit effectively create ten individual areas, collectively referred to as Wildlife Area 12, to be managed as deer travel corridors.

During the initial vegetation clearing for construction, all capable hardwood species and individual softwood specimens will be cut to heights necessary so that they do not intrude into the conductor safety zone and are not at risk of growing into the conductor safety zone prior to the first scheduled post-construction vegetation maintenance. Softwood specimens that are not intruding into the conductor safety zone and are not at risk of growing into the conductor safety zone prior to the first scheduled post-construction vegetation maintenance cycle will be retained.

Access roads and structure preparation and installation areas will be cleared of all capable and non-capable species and maintained as scrub-shrub habitat to allow for post-construction maintenance, repair, and/or emergency access during operation of the line. The designated deer travel corridors will be flagged prior to construction and identified in a database maintained by CMP, further described in Section 11.0.

Table 2: Wildlife Areas¹

Area Name	From Coordinates (lat, long)	To Coordinates (lat, long)	Location	Min. Veg Height	Notes	Approximate Length (miles)²	Natural Resource Map No.
Wildlife Area 1	45.49628364, -70.65389705	45.49561741, -70.64935131	Beattie Twp	35'	Includes Number One Brook not visible from Beattie Pond	0.22	8, 9
Wildlife Area 2	45.46431117, -70.56925893	45.46291336, -70.54484557	Skinner Twp	35'	Includes crossing of the South Branch of the Moose River (all of TNC 2)	1.19	20, 21, 22, 23
Wildlife Area 3	45.46350041, -70.51607006	45.46481614, -70.49109824	Skinner Twp Appleton Twp	35'	Includes five perennial streams and four intermittent streams	1.25	26, 27, 28
Wildlife Area 4	45.46615984, -70.45270383	45.46311974 -70.40751264	Appleton Twp	35' (except full canopy height at Gold Brook crossing)	Includes Gold Brook crossing (structures 432-746 to 432-741) and Roaring Brook Mayfly habitat adjacent to that crossing where full canopy height vegetation is required, as well as group of 5 unnamed streams; portions adjacent to Leuthold Preserve	2.18	33, 34, 35, 36, 37, 38
Wildlife Area 5	45.47206202, -70.33192742	45.49411339, -70.24441057	Hobbs town Twp T7 BKP WKR Bradstreet Twp	35'	Includes area near Moose Pond and surrounding land owned by BPL, Whipple Brook crossing, areas adjacent to Leuthold Preserve, and unnamed stream crossing where topography may allow crossing without taller poles (structures 432-717 to 432-716)	4.87	46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57
Wildlife Area 6	45.47472852, -70.10099603	45.46991721, -70.10534506	Johnson Mtn Twp	Full canopy height	Mountain Brook crossing, includes Roaring Brook Mayfly habitat	0.38	76, 77
Wildlife Area 7	45.43511224, -70.03821586	45.43757616, -70.03451059	Johnson Mtn Twp	35'	Cold Stream crossing; adjacent to Cold Stream Forest Tract	0.23	91

Area Name	From Coordinates (lat, long)	To Coordinates (lat, long)	Location	Min. Veg Height	Notes	Approximate Length (miles) ²	Natural Resource Map No.
Wildlife Area 8	45.44260293, -70.00541135	45.44315901, -70.00109742	Johnson Mtn Twp	35'	Unnamed stream crossing where 35-foot vegetation likely can be maintained without taller poles	0.21	95
Wildlife Area 9	45.41967147, -69.98245727	45.39922953, -69.94817359	West Forks	35'	Includes Tomhegan Stream crossing and adjacent to Cold Stream Forest Tract	2.21	100, 101, 102, 103, 104, 105
Wildlife Area 10	45.362187, -69.913515	45.359305, -69.912368	Moxie Gore	35'		0.19	113
Wildlife Area 11	45.37492343, -69.94696772	45.37102781, -69.93728547	West Forks Moxie Gore	Full canopy height	Upper Kennebec River crossing, Eastern edge of the clearing for the HDD Termination Station in West Forks to the western edge of the clearing for the HDD Termination Station in Moxie Gore	0.56	108, 109
Wildlife Area 12	45.37065356, -69.93010848	45.37040077, -69.92526549	Moxie Gore	25'-35'	Vegetation managed for deer travel in Upper Kennebec River DWA	0.23	110, 111
	45.36623618, -69.91512820	45.36373432, -69.91413169	Moxie Gore	25'-35'	Vegetation managed for deer travel in Upper Kennebec River DWA	0.18	112
	45.36277778, 69.91361111	45.362187, -69.913515	Moxie Gore	25'-35'	Vegetation managed for deer travel in Upper Kennebec River DWA.	0.09	112, 113
	45.359305, -69.912368	45.3591667, -69.91138889	Moxie Gore	25'-35'	Vegetation managed for deer travel in Upper Kennebec River DWA.	0.1	113

¹References to structure numbers have been updated to Lat/Long Coordinates, rather than structure numbers, to maintain consistency with the areas defined by the MDEP permit.

²Total distance along the Segment 1 corridor with taller vegetation is approximately 14.08 miles.

2.4 Tapered Vegetation

Tapering refers to a form of vegetation management along the transmission line corridor where increasingly taller vegetation is allowed to grow as the distance from the wire zone increases (see Figure 2 of this Exhibit.).

Tapered vegetation is required along the entire Segment 1 corridor, except where full canopy height vegetation, vegetation with a minimum height of 35 feet, or taller vegetation managed for deer travel corridors is required. In Wildlife Area 12 taller vegetation is required for deer travel corridors 1 through 8. Within this wildlife area, tapering is required along the transmission line corridor in the sections outside the deer travel corridors.

Along Segment 1 where tapering is required, the transmission line includes two conductors running parallel to each other and separated by 24 feet. A shield wire runs over each conductor. The wire zone is the 54-foot wide area that runs along the center of the 150-foot wide corridor and includes the 24-foot wide area below and between the two conductors, plus 15 feet on each side of the set of conductors (15 ft. + 24 ft. + 15 ft. = 54 ft.).

In tapered corridor areas, within this 54-foot wide wire zone all woody vegetation will be cut to ground level during construction. The result is that within the 54-foot wide wire zone vegetation that is approximately 10 feet tall regenerates so that the wire zone primarily consists of native, scrub-shrub habitat with non-capable species.

In a tapered corridor, the area outside the wire zone will be selectively cut during construction to create a taper with vegetation approximately 15 feet tall near the wire zone and increasing to approximately 35 feet tall near the edge of the 150-foot wide corridor. The first taper includes the areas within 16 feet of each side of the wire zone, within which vegetation 15 feet tall and under, including capable species, will be maintained. To minimize the environmental impact of the corridor to the greatest extent practicable, including reasonable efforts to avoid the growth of even-aged stands within each taper, vegetation in the tapered corridor will be managed as described in the following paragraph.

As vegetation maintenance proceeds through the first several cycles, the 15-foot tall tapered “tier” will become dominated by shrubs, because many shrubs exceed ten feet in height, so maintenance will have an effect similar to the effect in the 54-foot wire zone. The second tapered tier includes the next 16 feet on each side of the corridor, within which taller vegetation up to 25 feet tall will be maintained. The 25-foot tall tier will be dominated by tree species, with a smaller shrub component because most shrubs in the region do not exceed 25 feet at maximum mature height. Following initial vegetation clearing in these zones, there will be variation in species composition similar to the composition prior to construction clearing, but without the taller individuals. In deciduous and mixed-deciduous stands, the early maintenance cycles will favor

establishment of fast-growing deciduous species because not treating them with herbicides will allow rapid regrowth primarily from coppicing (growth of shoots from cut stumps). In addition, increased sunlight will allow regeneration from seed, with the species composition of seedling establishment varying with the amount of soil moisture and mineral soil exposure. The third and final tapered tier includes the next 16 feet on each side of the corridor, within which taller vegetation up to 35 feet tall will be maintained. Similar to the 25-foot zones, the 35-foot vegetation zones will be dominated by tree species, with a smaller shrub component because most shrubs in the region do not exceed 25 feet at maximum mature height. Most of the above description for the 25-foot height zone applies to 35-foot height zones with a few differences.

First, retention of taller individuals will maintain stand compositions more closely matching the original stand for longer throughout the early maintenance cycles because fewer individual trees will be removed. This will inhibit coppicing of deciduous trees, benefitting coniferous individuals in the stand. Second, removing fewer individual trees, and placement of the 35-foot zone alongside the 25-foot zone will result in less sunlight, so there will be less release from suppression as was described above and slower overall growth of the stands in the 35-foot height zone. This higher shade component will also favor regeneration and release of more shade-tolerant coniferous species, primarily spruce and fir. Third, the 35-foot height zone will be more strongly influenced by the forest management that occurs immediately adjacent to the project right-of-way, which is beyond the control of CMP. For example, if adjacent areas are cut more heavily, increased sun exposure will have effects more like those described above for the 25-foot height zone, i.e., faster understory release and greater seedling establishment. Trees within each 16-foot wide “tier” will be selectively cut in a manner that retains those trees that do not exceed their respective tier’s designated height. However, to ensure that no trees intrude into the conductor safety zone, any trees anticipated to exceed their respective tier’s designated height prior to the first scheduled post-construction maintenance cycle will be cut at ground level.

The overall result is that a cross section of a 150-foot wide tapered corridor breaks down into the following components:

16’ 3rd taper + 16’ 2nd taper + 16’ 1st taper + 54’ wire zone + 16’ 1st taper + 16’ 2nd taper + 16’ 3rd taper = 150’ wide corridor. The approximate maximum vegetation height of each taper is:

- 1st taper: 15-feet
- 2nd taper: 25-feet
- 3rd taper: 35-feet

Access roads and structure preparation and installation areas will be cleared of all capable and non-capable species and maintained as scrub-shrub habitat to allow for post-construction maintenance, repair, and/or emergency access during operation of the line. Soil disturbance and grading will be minimized through careful planning of temporary access ways. When the temporary access ways are removed, the disturbed areas will be restored to their pre-construction

grade and allowed to revegetate. Except for the areas immediately around the base of each transmission line structure, the full width and length of the transmission corridor will remain vegetated following construction of the Project.

3.0 Vegetation Clearing and Management Methods – All Transmission Line Corridor Areas

3.1 Mechanical Methods

During construction, vegetative clearing of capable species will be completed primarily with mechanical equipment, including motorized equipment. All capable species and any dead or hazard trees will be cut at ground level except in designated buffer zones, as described below. Large vegetation cut during construction will be handled in accordance with the Maine Slash Law³. Any wood that is chipped and spread on the corridor will be left in layers no more than two inches thick, as measured above the mineral soil surface.

As a conservation effort to protect the Northern Long-eared Bat, CMP will suspend tree clearing activities during the maternity roost season of June 1 to July 31. Additionally, initial clearing activities will be performed during frozen ground conditions, to the extent practicable, and, if not practicable, the recommendations of the environmental inspector will be followed regarding the appropriate techniques to minimize disturbance, such as the use of selectively placed travel lanes.

Access roads and travel lanes will be located to protect sensitive and protected natural resources to the maximum extent practicable and construction matting will be used in accordance with CMP's environmental guidelines and per the timber mat performance standards provided below.

Timber mats or matting used for construction:

- shall not be made from wood from ash trees (*Fraxinus* sp);
- shall be constructed of unfinished timbers free of bark, unless produced by a firm certified by the Maine Forest Service (MFS) for production of mats with incidental bark for this project. Such mats must be marked as outlined in the supplier's agreement. Applicant shall maintain a copy of the MFS compliance agreement including a representation of the accepted mark in the records for agency review, if requested;
- shall be cleaned of soil and vegetative material by pressure washing before entering the State of Maine;
- shall not have been used in, or made from lumber from, Federally Quarantined areas as set out in 7 CFR 301 unless accompanied by the appropriate USDA certificate of treatment required for interstate transport. Said certificates will be

3 12 MRS §§ 9331 et seq.

maintained in a central filing location available for review by appropriate Agency personnel for a period of three (3) years after project completion, as determined by CMP; and

- must have shipping information sufficient to identify the shipper and number and shipping origin of the mats.

The MFS and U. S. Department of Agriculture will be allowed to inspect timber mats and matting material used for the project for compliance with these standards.

3.2 Herbicide Application

Herbicide applications will likely begin after clearing is completed to gain control of vegetation growth (except for areas listed below where no herbicides will be applied). When control is achieved, treatment will typically occur as part of scheduled maintenance on a 4-year cycle or as needed. By using herbicides, desired vegetation along the transmission line corridor will eventually consist of a dense, low-growing plant community that will discourage the establishment of capable tree species. Therefore, fewer capable woody species and specimens will require treatment in future applications.

The following procedures and restrictions will be implemented during herbicide applications:

- a. No herbicides will be used in Segment 1 of the Project.
- b. No herbicides will be used within the full width and length of the transmission line corridor adjacent to the 174-acre parcel near Allen Pond in Greene, i.e., the portion of the corridor between transmission line structures 432-23 and 432-29.1.
- c. Herbicides will be used in strict accordance with the manufacturer's EPA-approved labeling and will not be applied directly to waterbodies or areas where surface water is present;
- d. In the co-located sections outside the GOM DPS, no foliar herbicides will be applied within 75 feet of rivers, streams, brooks, lakes, ponds, or within 25 feet of wetlands that have water present at the surface at the time of the application.
- e. For streams and rivers classified as outstanding river segments, as well as those containing threatened or endangered species (e.g., Atlantic salmon) and coldwater fisheries, and all streams within the GOM DPS that include the critical habitat, no foliar herbicides will be applied within a 100-foot buffer. This requirement extends to all streams, regardless of classification, located immediately west of Moxie Pond.
- f. Herbicides will not be applied to stumps (cut stump treatment) within areas of standing water.
- g. Herbicides will not be mixed, transferred or stored within 100 feet of any wetland or surface water. On public access roads, herbicide mixing, transfer or storage may be done within 100 feet of wetlands or surface waters;
- h. Herbicides will not be mixed, transferred or stored within 100 feet of Significant Vernal Pool depressions. On public access roads, herbicide mixing, transfer or storage may be done within 100 feet of Significant Vernal Pool depressions;
- i. Unless performed on public access roads, herbicides will not be mixed, transferred or stored over mapped significant sand and gravel aquifers;
- j. Herbicides will not be applied, mixed, transferred or stored within 100 feet of any known private well or spring or within 200 feet of any known public water supply well. On public access roads, herbicide mixing, transfer or storage may be done within 200 feet of known public water supply wells;

- k. When herbicide applications are performed in wetlands without standing water, only herbicides approved for use in wetland environments will be used;
- l. Herbicides will not be applied to any area when it is raining or when wind speed exceeds 15 miles per hour as measured on-site at the time of application. When wind speeds are below 3 miles per hour, applicators should be aware of whether a temperature inversion is present, and should consult the herbicide label to determine whether application should proceed under these conditions;
- m. The foreman or licensed applicator on each herbicide application crew will be licensed by the Maine BPC and will remain in eye contact and within earshot of all persons on his/her crew applying herbicides. At least one individual from any company applying herbicides will also hold a Commercial Master Applicator License issued by the BPC. This Master Applicator must have the ability to be on-site to assist persons applying herbicides within six hours driving time. If an out-of-state company is conducting the herbicide application, the company will have a Master Applicator in Maine during any application. Application of herbicides will be in accordance with applicable regulations promulgated under the Maine Pesticides Control Act, including those regulations to minimize drift, to maintain setbacks from sensitive areas during application, and to maintain setbacks from surface waters during the storing/mixing/loading of herbicides; and
- n. Herbicides will typically be mixed in a truck-mounted tank that remains on public access roads. Herbicide application is done by personnel with low-volume, hand-pressurized (manual) backpacks with appropriate nozzles, to minimize drift, who travel along the transmission line corridor by foot or by all-terrain vehicle and spot-treat target species and specimens.

The location of all streams, wetlands, significant vernal pools, rare plant locations, known wells, and mapped significant sand and gravel aquifers crossed by the transmission line corridor will be provided to construction personnel.

3.3 Petroleum Product & Hazardous Materials Management

Any petroleum products or other hazardous material within the transmission line corridor during construction will be managed in accordance with CMP's Environmental Control Requirements for Contractors and Subcontractors – Oil and Hazardous Material Contingency Plan (see Exhibit 15-1 of the NECEC Site Law Application) and will include the following setbacks unless CMP can demonstrate to the MDEP and USACE that, due to special circumstances at specified locations, these setbacks are impractical at those locations.

- (a) No fuel storage, vehicle/equipment parking and maintenance, and refueling activity may occur within 100 feet of a protected wetland or other waterbody, unless no practicable alternative exists and secondary containment with 110% capacity is provided for any fuel storage containers or tanks, or if it occurs on a paved road.

- (b) No fuel storage, vehicle/equipment parking and maintenance, and refueling activity may occur within 200 feet of a known private water supply.
- (c) No fuel storage, vehicle/equipment parking and maintenance, and refueling activity may occur within 400 feet of a known public water supply.
- (d) No fuel storage, vehicle/equipment parking and maintenance and refueling activity may occur within 25 feet minimum of the following:
 - (i) An area listed in Maine’s biological conservation data system, Biotics, of the Maine Natural Areas Program of the Department of Agriculture, Conservation and Forestry (MNAP), including rare natural communities and ecosystems (state rarity rank of S1 through S3 and habitats supporting Endangered or Threatened plant species). Boundaries and locations are as determined by MNAP.
 - (ii) Habitat of any species declared rare, threatened or endangered by the Maine Department of Inland Fisheries and Wildlife (MDIFW), Maine Department of Marine Resources, or the Director of the U.S. Fish and Wildlife Service.

4.0 Vegetation Clearing and Management within Freshwater Wetlands

Transmission line corridor wetlands range in type from small, emergent wetlands formed in ruts from logging equipment to large forested wetland systems.

4.1 Vegetation Clearing Restrictions within and Adjacent to Freshwater Wetlands

The following restrictions apply to vegetation clearing within freshwater wetlands and their buffers:

- a. Unless frozen, heavy equipment travel in wetlands will be performed on construction matting, or other approved alternative protective measures will be implemented.
- b. If initial clearing or other construction activities result in areas of bare soil or minimally vegetated cover, these areas will be allowed to revegetate naturally, where practicable. If areas are sufficiently large to warrant planting, a native seed designed to provide short term cover will be applied, and the area will be allowed to return to non-capable native woody and perennial herbaceous vegetation naturally.
- c. No accumulation of slash will be left within wetlands.

5.0 Vegetation Clearing within Stream Buffers (Riparian Filter Areas)

Stream buffers, as measured horizontally from the top of each stream bank, will be established for vegetation removal along streams within the transmission line corridor. A “stream buffer” is a buffer on a stream, river, or brook. In no case may the stream buffer be reduced to less than 75 feet.

Additional restrictions will be applied within 100 feet of streams meeting certain criteria, as described in Section 5.1 below.

This section describes the additional restrictions related to vegetation removal within these stream buffers. All vegetation clearing procedures and restrictions that apply to vegetation management for transmission line corridor construction also apply within the stream buffers.

5.1 Additional Vegetation Clearing Restrictions within Stream Buffers

The following additional restrictions apply to vegetation clearing within stream buffers:

- a. Unless more restrictive requirements apply⁴, riparian natural buffers (or “stream” buffers) will be retained within 100 feet of all streams (intermittent and perennial) in the GOM DPS, all perennial and coldwater fishery streams within Segment 1 of the Project and all coldwater fisheries in other segments, outstanding river segments, or rivers, streams, or brooks containing Threatened or Endangered species (e.g., Atlantic salmon) unless the MDEP determines that the functions and values of the stream buffer will not be impacted by the removal of vegetation and approves an alternative minimum buffer.
- b. In the area adjacent to Moxie Pond in Segment 2, CMP will construct and maintain the project with a 100-foot riparian filter area identical to the riparian filter areas adjacent to coldwater fishery streams in Segment 1.
- c. For streams in areas where the new transmission line will be co-located within existing rights-of-way, CMP proposes to maintain a 75-foot buffer, unless meeting any of the above criteria, since the existing corridor is currently being maintained in an early successional state according to the guidelines set forth in CMP’s Vegetation Management Plan (Exhibit D), and the effect of the additional clearing (typically less than 75 feet) to accommodate the new line has been minimized.
- d. The boundary of each stream buffer will have unique flagging installed to distinguish between the applicable 75-foot or 100-foot stream buffer prior to clearing. Flagging will be maintained throughout construction.
- e. Foliar herbicides will be prohibited within the stream buffer, and all refueling/maintenance of equipment will be excluded from the buffer unless it occurs on an existing paved road or if secondary containment is used with oversight from an environmental inspector.
- f. All stream crossings by heavy equipment will be performed through the installation of equipment spans with no in-stream disturbances. Streams will not be forded by heavy equipment.

⁴ More restrictive requirements include, but are not limited to, requirements to maintain taller vegetation within the corridor such as provided for in Section 2, Table 2.

- g. Initial tree clearing will be performed during frozen ground conditions whenever practicable, and if not practicable, the recommendations of the environmental inspector will be followed regarding the appropriate techniques to minimize disturbance such as the use of selectively placed travel lanes within the stream buffer. CMP will not place any transmission line structures within the stream buffer, unless specifically authorized by the MDEP and accompanied by a site-specific erosion control plan. No structures will be placed within 25 feet of any stream regardless of its classification.
- h. Within that portion of the stream buffer that is within the wire zone (i.e., within 15 feet, horizontally, of any conductor; see Figure 1), all woody vegetation over 10 feet in height, whether capable or non-capable, will be cut back to ground level and resulting slash will be managed in accordance with Maine's Slash Law. No other vegetation, other than dead or hazard trees, will be removed. Within the stream buffer and outside of the wire zone, non-capable species may be allowed to exceed 10 feet in height unless it is determined that they may encroach into the conductor safety zone prior to the next four year maintenance cycle. Vegetation maintenance within Segment 1 will be on a two- to three-year cycle and must not exceed a three-year cycle within any particular area within this segment without prior approval from the MDEP;
- i. Removal of capable species and dead or hazard trees within the stream buffer will typically be accomplished by hand-cutting. Use of mechanized harvesting equipment is allowed if supported by construction matting or during frozen conditions in a manner (i.e., use of travel lanes and reach-in techniques) that preserves non-capable vegetation less than 10 feet in height to the greatest extent practicable. Within the wire zone all woody vegetation may be cut to ground level;
- j. No slash will be left within 50 feet of any stream; and,
- k. Any construction access roads that must cross streams or brooks must be designed, constructed, and maintained to minimize erosion and sedimentation.

Allowing non-capable vegetation to remain as described above within the stream buffer will provide shading and reduce the warming effect of direct sunlight (insolation). Low ground cover vegetation will also remain to filter any sediment in surface runoff. These restrictions will allow the stream buffers to provide functions and values similar to those provided prior to transmission line construction.

5.2 Vegetation Management within the Roaring Brook Mayfly and Northern Spring Salamander Conservation Management Areas of Mountain Brook and Gold Brook

During consultation with MDIFW for the NECEC project, MDIFW identified Gold Brook (PSTR 15-06, PSTR 16-07, PSTR 16-10 and PSTR 16-15) and Mountain Brook (PSTR-33-01, PSTR-EM-34-01, PSTR-EM-34-01) as high priority resources in which full height vegetation should be retained within the 250-foot conservation management areas to protect the habitat of Roaring Brook Mayfly and Northern Spring Salamander. Gold Brook in Appleton Twp contains Roaring Brook Mayfly habitat, while Mountain Brook in Johnson Mountain Twp contains both

Roaring Brook Mayfly and Northern Spring Salamander habitat. These areas are identified in Table 2, as portion of Wildlife Area 4 and the length of Wildlife Area 6 and will be maintained consistent with the requirements of Section 2.1 above.

6.0 Vegetation Clearing within Significant Vernal Pool Habitat (SVPH)

Vegetated buffers of 250 feet, as measured from the edge of the pool depression, will be established for SVPs crossed by the transmission line corridor. The SVP depression and buffer area together comprise the SVPH. Vegetation clearing within the SVPH will be subject to the same procedures and prohibitions, as applicable, that are required in the typical transmission line corridor, as well as to the additional measures below.

6.1 Additional Vegetation Management Restrictions within SVPH

The following additional restrictions apply to vegetation clearing within SVPH:

- a. Mechanized equipment will not be allowed within the vernal pool depression, unless the depression encompasses the entire width of the transmission line corridor. Mechanized equipment will only be allowed to cross the vernal pool depressions during frozen or dry conditions or with the use of mats;
- b. Initial clearing within a SVPH will occur during frozen ground conditions. If not practicable, hand cutting or reach-in techniques will be used. If that is not adequate, travel lanes to accommodate mechanical equipment in the 250-foot buffer may be used with approval of the MDEP.
- c. Between April 1 and June 30 in any calendar year, no vegetation removal using tracked or wheeled equipment will be performed within the 250-foot SVPH ;
- d. No refueling or maintenance of equipment, including chainsaws, will occur within 250 feet of SVP depressions, unless conducted on a public access road;
- e. No herbicide use is permitted within 25 feet of the SVP pool depression; and
- f. No accumulation of slash will be left within 50 feet of the edge of the SVP depression and slash piles will not exceed 18 inches tall.

7.0 Vegetation Clearing within Moderate or High Value Inland Waterfowl and Wading Bird Habitat

Inland Waterfowl and Wading Bird Habitats (IWWH) are habitats mapped by the MDIFW that contain an inland wetland complex used by waterfowl and wading birds, plus a 250-foot nesting habitat area surrounding the wetland. The nesting habitat is part of the mapped IWWH. No additional buffers are proposed for IWWHs beyond this mapped habitat, and as such the vegetation maintenance restrictions apply to the mapped habitat only.

A survey for Great Blue Heron colonies within or immediately adjacent to existing IWWH will be conducted by CMP between April 20 and May 31, and prior to initial transmission line

clearing. If any colonies are identified, CMP will consult with MDIFW and obtain approval from the MDEP prior to construction in the vicinity of any colony.

Vegetation clearing within the IWWH will be subject to the same procedures and prohibitions, as applicable, that are required in the typical transmission line corridor and for stream buffers.

7.1 Additional Vegetation Clearing Restrictions within Inland Waterfowl and Wading Bird Habitat

The following additional restrictions apply to vegetation clearing within mapped IWWH:

- a. If practicable, vegetation clearing will take place during frozen ground conditions. If not practicable, vegetation within IWWH will be removed using hand cutting or reach-in techniques and appropriate techniques to minimize disturbance to the maximum extent practicable, such as the use of travel lanes to accommodate mechanical equipment use in the IWWH.
- b. Between April 15 and July 15, use of motorized vehicles (e.g., all-terrain vehicles) and mechanized equipment (e.g., chainsaws or brush cutters) within IWWH is prohibited. Use of non-mechanized hand tools is allowed during this time period;
- c. No refueling or maintenance of equipment, including chainsaws, will occur within the IWWH, unless done so on a public access road; and
- d. No herbicide use is permitted within 25 feet of any wetland within the mapped IWWH.
- e. Where overhead transmission lines cross an IWWH area, CMP will install bird diverters or aviation marker balls according to the manufacturer's guidelines and applicable transmission line codes unless otherwise determined to be impracticable by the MDEP in consultation with MDIFW.
- f. Provided they do not present a safety hazard and are naturally present, CMP will leave undisturbed a minimum of 2-3 snags per acre to provide nesting habitat for waterfowl. Where appropriate, to mitigate habitat impacts due to the development, and as approved by the MDEP, capable species will be topped, girdled, and/or treated with herbicides (except in areas where herbicides are prohibited per this Plan) to prevent re-growth to create snags. Snags will be 12-16 inch in diameter or the largest size available from the existing stand of vegetation.
- g. No accumulation of slash will be left within the IWWH.
- h. Impacts to scrub-shrub and herbaceous vegetation within the IWWH will be minimized to the maximum extent practicable.

8.0 Vegetation Clearing within Mapped Deer Wintering Areas

Deer Wintering Areas (DWA) provide important refuge for white-tailed deer (*Odocoileus virginianus*) during the winter months in northern climates and are typically characterized by an extensive stand of mature softwood species with a dense forest canopy.

During construction, impacts to scrub-shrub and herbaceous vegetation and other non-capable species will be minimized to the maximum extent practicable. No additional vegetation clearing restrictions are proposed within mapped DWAs in the co-located portions of the Project, as all capable species will be removed from these and other areas within the transmission line corridor to comply with NERC Transmission Vegetation Management standards. Clearing restrictions within the Upper Kennebec DWA are provided below. To enhance wildlife habitat in and adjacent to DWAs, including the Upper Kennebec DWA, disturbed soils in upland areas will be revegetated with a Wildlife Seed Mix, promoted by the Sportsman's Alliance of Maine (SAM) and developed with Maine Seed Company. This wildlife-friendly seed mix will offer nutrition to deer and other wildlife such as moose, rabbits, ruffed grouse, geese, and wild turkeys during late fall and early spring when woods forage is sparse. The tender shoots derived from SAM's seed mix offer forage that is high in calories and protein, and are highly digestible to deer.⁵

9.0 Vegetation Clearing within State-mapped Rusty Blackbird Habitat

In consultation with MDIFW for the NECEC Project, CMP agreed to allow for the retention of 10-foot to 15-foot tall spruce/fir vegetation within the Rusty Blackbird habitat, the extent of which is shown on the Natural Resource Maps (maps 69-70). The additional height will avoid project impacts to habitat of this State Species of Special Concern.

Clearing activity is prohibited in this habitat between April 20 and June 30. During the initial vegetation clearing for construction activities, all capable hardwood species and softwood specimens over 15 feet in height, as well as those anticipated to grow taller than 15 feet in height prior to the next scheduled vegetation maintenance, will be cut at ground level and removed. Spruce/fir vegetation 10-15 feet in height will be retained. The access roads and structure preparation areas within the Rusty Blackbird habitat will be cleared of all capable and non-capable species and maintained as scrub-shrub habitat to allow for post-construction maintenance, repair and/or emergency access during operation of the line. The habitat will be flagged prior to construction and identified in a database maintained by CMP, further described in Section 11.0.

10.0 Wood Turtle Habitat

Clearing activity is prohibited in mapped wood turtle habitat between April 16 and October 14.

11.0 Vegetation Clearing within Rare Plant Locations

Vegetation clearing of the transmission line corridor has the potential to impact rare plants and/or alter their habitat. The following additional vegetative clearing restrictions will minimize such impacts. The additional restrictions will apply only to the demarcated locations of the identified

⁵ Lavigne, G., Experimental Wildlife Seed Mix Available through SAM, Maine Forest Products Council, June 2013.

rare plants. No additional buffers will be established surrounding rare plant locations. These restrictions are intended to maintain existing hydrology and limit soil disturbance within rare plant locations.

11.1 Additional Vegetation Clearing Restrictions within Rare Plant Locations

The following additional restrictions will apply to vegetation clearing for rare plant species in the identified location:

- a. Unless rare plant locations encompass the entire width of the transmission line corridor, mechanized equipment will only be allowed to cross rare plant locations during frozen conditions, on established travel paths/crossings, or with the use of mats.
- b. Initial clearing within rare plant communities will be undertaken during frozen ground conditions whenever practicable, and if not practicable selective mat placement and reach-in techniques will be used to minimize disturbance to the rare plant communities to the maximum extent practicable.
- c. If initial clearing or other construction activities result in areas of bare soil or minimally vegetated cover, where practicable, these areas will be allowed to revegetate naturally. If areas are sufficiently large to warrant planting, a native seed mix designed to provide short term cover will be applied and the area will be allowed to return to native woody and perennial herbaceous vegetation naturally.
- d. Heavy equipment travel within rare plant communities will be minimized to the maximum extent practicable. Hand cutting or reach-in techniques to cut and remove capable tree species and vegetation over 10 feet tall within the wire zone, or other techniques as agreed upon in consultation with the MDEP and MNAP, will be used. When equipment access is necessary, activity will be restricted to a few narrow travel lanes that have been clearly marked prior to clearing activity.
- e. No refueling or maintenance of equipment, including chain saws, will occur within demarcated rare plant locations, unless done on a public access road.
- f. No foliar herbicide use is permitted within the demarcated rare plant locations, however cut surface herbicides may be used on capable species and specimens outside of Segment 1.
- g. No herbicides will be used within the full width and length of the transmission line corridor adjacent to the 174-acre parcel near Allen Pond in Greene, i.e., the portion of the corridor containing transmission line structures 432-23 to 432-29.1.

12.0 Vegetation Clearing Procedures over Mapped Significant Sand and Gravel Aquifers

Transmission lines located over mapped significant sand and gravel aquifers are subject to the typical transmission line corridor clearing procedures, except that no refueling or maintenance of equipment, and no herbicides may be mixed, transferred or stored, over the mapped significant sand and gravel aquifers, unless done so on a public access road.

13.0 Vegetation Clearing Procedures for Tapered Vegetation Management Along the Appalachian Trail

As required by Appendix A of the June 2020 Memorandum of Agreement between the United States Army Corps of Engineers, United States Department of Energy, United States Department of Interior National Park Service, Maine Historic Preservation Commission, and CMP, vegetation tapering is required on both the forested (generally southerly) side of the corridor and the currently cleared (generally northerly) side of the corridor in the vicinity of the Appalachian Trail in Bald Mountain Township. These areas include the following coordinates:

From: 45° 15' 17.849" N, 69° 49' 58.76" W **To:** 45° 14' 40.565" N, 69° 49' 28.577" W

Tapering adjacent to Section 432 will be implemented in a similar fashion as described in Section 2.4, Tapered Vegetation, above. However, scrub shrub vegetation will be maintained in the center of the corridor beginning from the outside edge of the wire zone west of Section 432 to the outside edge of the wire zone east of Section 222. Vegetation on the Section 222 side of the corridor, which is currently cleared of capable vegetation, will be allowed to grow into a tapered configuration over time. The extent of this area is depicted on the Natural Resource Maps (maps 133, 134, 135).

14.0 Locating and Marking Buffers and Habitats

A database will be maintained, including maps and GIS shapefiles, of the buffers, restricted habitats, and sensitive areas and their locations relative to the nearest structure or road location. The distance and direction from the nearest structure to the sensitive area will be included with the name of the area and the structure number. All structures along the transmission line corridor will be numbered at the time of construction.

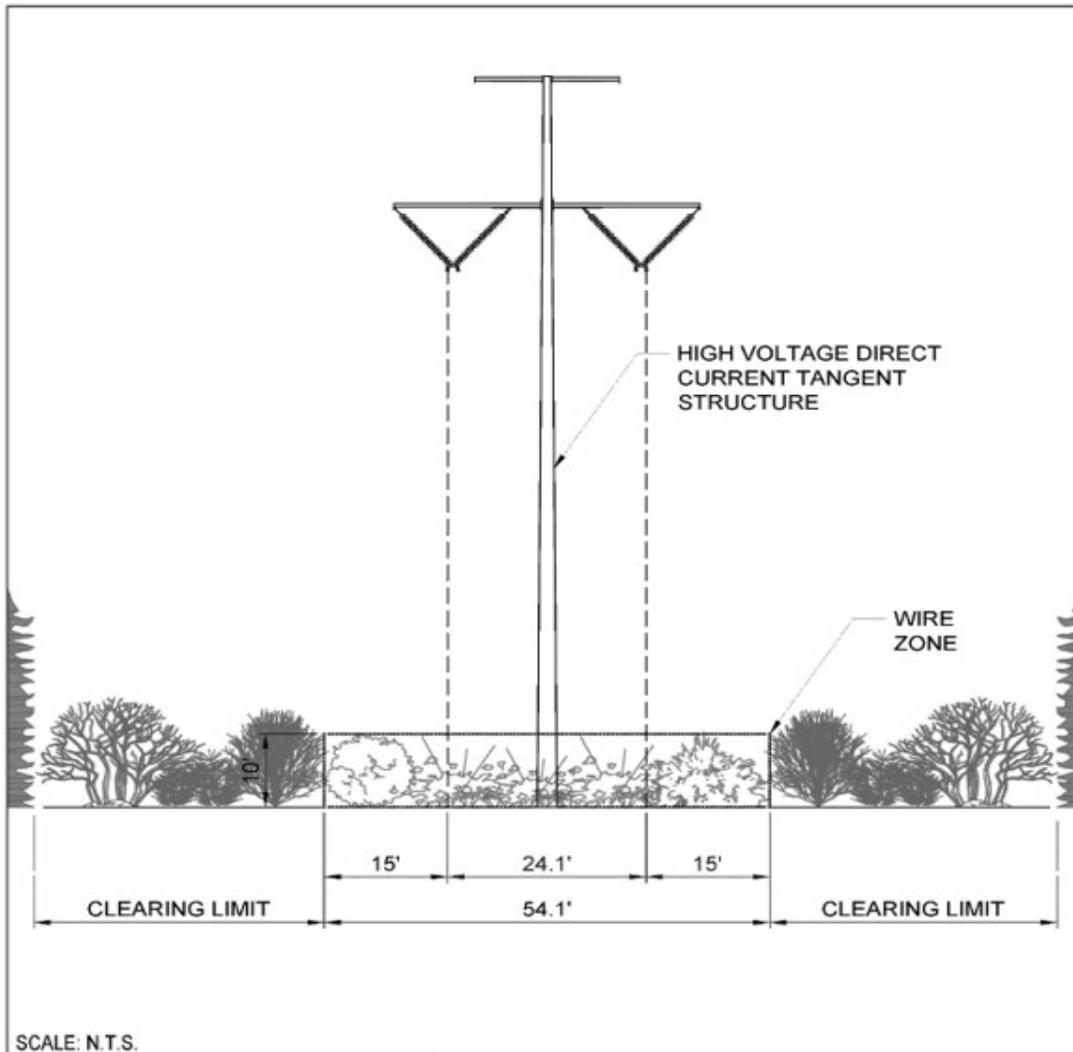
To aid in identifying restricted areas, buffers and restricted habitats will be located and demarcated in the field using brightly colored flagging or signage prior to the initiation of clearing and construction activities along the transmission line corridor. Alternatively, use of GIS data and GPS equipment may be used to provide accurate location of resources and associated buffers. If desired, personnel may permanently demarcate restricted habitats to aid in construction activities. Personnel working on the transmission line corridor will be provided a copy of this VCP. Use of the VCP in conjunction with the natural resource maps and Plan & Profile drawings will enable construction contractors to locate and mark restricted areas in the field.

15.0 Personnel Training

Personnel who will conduct vegetation clearing on the transmission line corridor will receive appropriate environmental training before being allowed access to the transmission line corridor. Construction and clearing personnel will be required to review this VCP prior to the training and before conducting any clearing or construction activities. The level of training will be dependent on the duties of the personnel. The training will be given prior to the start of clearing or construction activities. Replacement or new clearing or construction personnel that did not receive the initial training will receive similar training prior to performing any activities on the transmission line corridor.

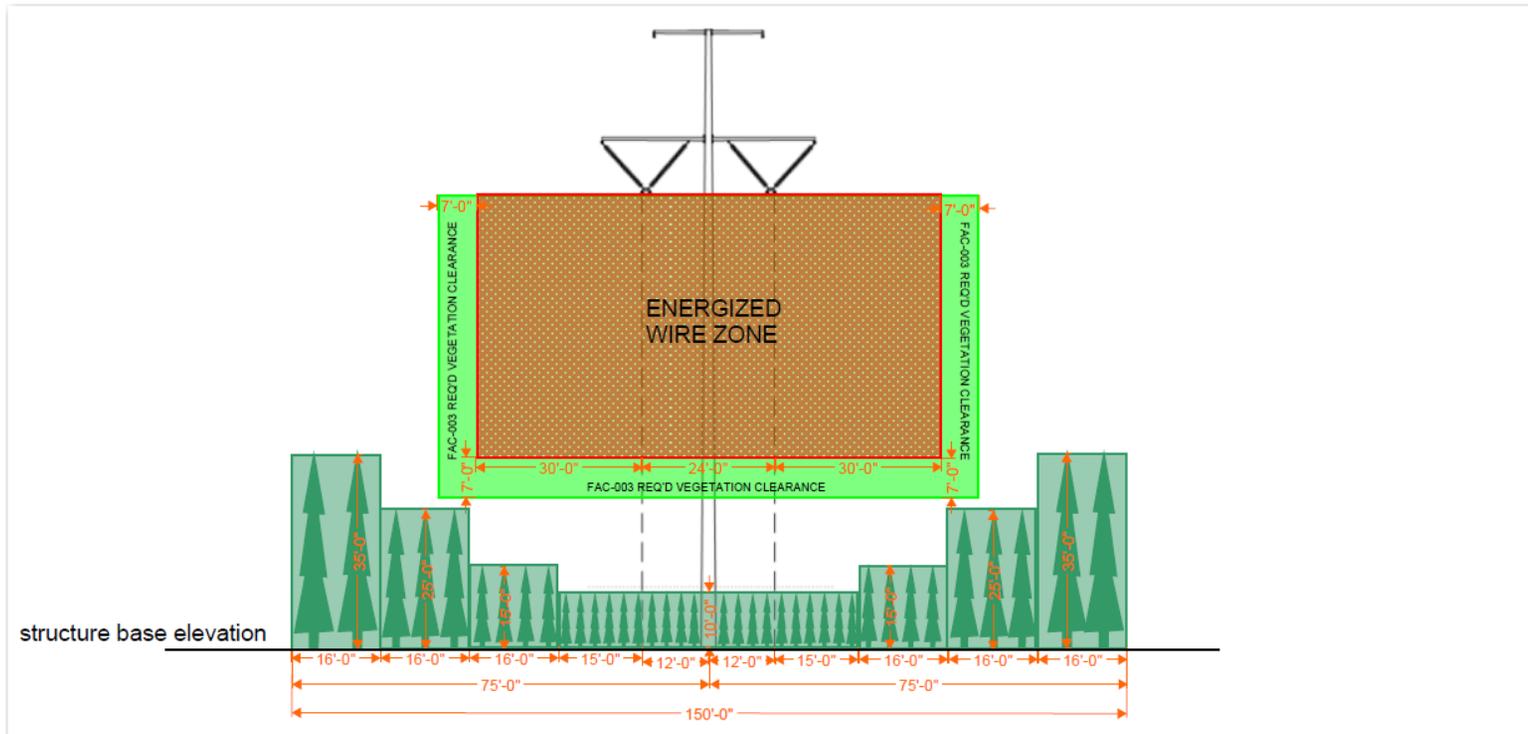
The training session will consist of a review of the buffers and restricted habitats, the respective vegetation clearing requirements and restrictions for each, and a review of how these areas and resources can be located in the field. Training will include familiarization with and use of GIS information and sensitive natural resource identification in conjunction with the contents of this VCP, as well as basic causes, preventive and remedial measures for contamination, and erosion and sedimentation of water resources.

Figure 1: Vegetation Maintenance for the HVDC Transmission Line



1. Except for the vegetation clearing practices described in Section 2.0 (i.e., full height canopy, minimum 35-foot tall trees, and vegetation tapering requirements in Segment 1) capable species, regardless of height, are cut back to ground level or treated with herbicides within the entire length and width of the transmission line corridor during scheduled vegetation maintenance (every 4 years). However, within stream buffers, only capable specimens over 10 feet tall may be cut or treated (specimens at or above this height are likely to grow into the conductor safety zone prior to the next scheduled vegetation maintenance cycle).
2. All woody vegetation over 10 feet in height and inside the wire zone, whether capable or non-capable, is cut back to ground level during scheduled vegetation maintenance.
3. Vegetation maintenance cycle may not exceed 3 years on Segment 1 without prior approval from MDEP.

Figure 2. Tapered Vegetation Maintenance Cross Section



**ATTACHMENT C – UPDATED POST-CONSTRUCTION VEGETATION
MAINTENANCE PLAN (VMP)**

**New England Clean Energy Connect
Post-Construction Vegetation Maintenance Plan**

Prepared by:

**Central Maine Power Company
83 Edison Drive
Augusta, Maine 04336**

Revised October 2020



Introduction

This post-construction Vegetation Maintenance Plan (VMP) describes the restrictive maintenance requirements for protected natural resources within Central Maine Power Company's (CMP) New England Clean Energy Connect (NECEC) project transmission line corridor. The requirements described in this VMP apply to routine maintenance and are not intended to apply to emergency maintenance and/or repair actions.

The goal of this VMP is to provide maintenance personnel and contractors with a cohesive set of vegetation maintenance specifications for transmission line corridor. This VMP is intended to be used in conjunction with project As-Built Plan & Profile drawings to locate the areas where maintenance restrictions apply.

The protected natural resources and visually sensitive areas subject to restrictive and protective maintenance requirements include:

- Wetlands and streams (intermittent and perennial);
- Perennial streams within Segment 1 of the NECEC project;
- All streams (intermittent and perennial) within the Atlantic salmon Gulf of Maine Distinct Population Segment (GOM DPS), which includes the critical habitat;
- Outstanding river segments, rivers, streams or brooks containing threatened or endangered species (e.g., Atlantic salmon);
- Gold Brook and Mountain Brook containing State Threatened Roaring Brook Mayfly (*Epeorus frisoni*) and/or State Special Concern Northern Spring Salamander (*Gyrinophilus porphyriticus*) species;
- State Special Concern Species Habitat: Rusty Blackbird (*Euphagus carolinus*) and Wood Turtle (*Glyptemys insculpta*);
- Significant Vernal Pools (SVP);
- Inland Waterfowl and Wading Bird Habitat (IWWH);
- Deer Wintering Areas (DWA);
- Potential maternal roosting areas for Northern Long-eared Bat (*Myotis septentrionalis*);
- Rare plant locations;
- Locations over mapped significant sand and gravel aquifers; and
- Viewpoints from Coburn Mountain and Rock Pond.

In locations where individual restrictions or procedures overlap or multiple restrictions apply, the more stringent restrictions and all applicable procedures will be followed by maintenance personnel and contractors.

1.0 Right-of-Way Vegetation Maintenance Procedures

1.1 Typical Maintenance Procedures

Routine vegetation maintenance for transmission line corridors (Figure 1) is intended to meet the following goals:

1. Maintain the integrity and functionality of the line;
2. Facilitate safe operation of the line;
3. Maintain access in case of emergency repairs; and
4. Facilitate safety inspections.

Therefore, the objectives of this VMP will be to control the growth of woody vegetation capable of encroaching into the conductor safety zone of the transmission line to ensure the integrity and safe operation of the transmission line consistent with the standards of North American Electric Reliability Corporation's (NERC) Transmission Vegetation Management.¹ This will be accomplished by practicing an integrated vegetation management strategy using a combination of hand-cutting and selective herbicide applications.² Mechanical mowing may be used in unusual circumstances to regain control of vegetation, should the typical procedures not suffice.

Throughout clearing and construction, shrub and herbaceous vegetation will remain in place to the extent possible. Removing capable vegetation will be done during initial transmission line corridor clearing prior to construction of the new transmission line. Follow-up maintenance activities during operation of the line require the removal of capable species, dead trees, and hazard trees. Capable trees are those plant species and individual specimens that are capable of growing tall enough to violate the required clearance between the conductors and vegetation established by NERC. Due to the sag of the electric transmission lines between the poles, which varies with the distance between poles, topography, tension on the wire, electrical load, air temperature, and other variables, the required clearance is typically achieved by removing all capable species during each maintenance cycle. Removing capable species vegetation allows for the maintenance of 25 feet of separation between vegetation and the lines, thereby adhering to NERC standards. Hazard trees are those trees typically on the edge of the transmission line corridor that pose an imminent threat to violating the minimum separation standard (minimum distance allowed between conductors and adjacent vegetation varies depending on voltage) or are

¹ North American Electric Reliability Corporation Transmission Vegetation Management, Standard FAC 003 – 3 Technical Reference, July 1, 2014.

² No herbicide will be applied in the Segment 1 corridor, within 100 feet of the one observed small whorled pogonia occurrence in the Town of Greene, or within 100 feet of the 174-acre Casavant tract on the east and west sides of the transmission line corridor in this vicinity in Greene.

at risk of contacting the lines themselves. Hazard trees are typically removed immediately upon identification.

More frequent vegetation management may be required within the first 3 to 4 years following construction in order to bring the vegetation under control. After this initial management period, maintenance practices are typically carried out on a 4-year cycle depending on growth, weather, geographic location, and corridor width. Maintenance may be required less frequently in the long-term as vegetation within the corridor becomes dominated by shrub and herbaceous species. Large branches that overhang the transmission line corridor and any hazard trees on the edge of, or outside of, the transmission line corridor that could contact the electrical lines or come within 15 feet of a conductor may be removed as soon as they are identified.

The following procedures will be implemented during vegetation maintenance activities to protect sensitive natural resources:

- Protected resources and their associated buffers will be flagged or located with a Global Positioning System (GPS) prior to all maintenance operations;
- Hand-cutting will be the preferred method of vegetation maintenance within buffers and sensitive areas, where reasonable and practicable;
- Equipment access through wetlands or over streams will be avoided as much as practicable by utilizing existing public or private access roads, with landowner approval where required;
- Equipment access in upland areas with saturated soils will be minimized to the extent practicable to avoid rutting or other ground disturbance;
- Significant damage to wetland or stream bank vegetation, if any, will be repaired following completion of maintenance activities in the area; and
- Areas of significant soil disturbance will be stabilized and reseeded following completion of maintenance activity in the area.

2.0 Vegetation Management – Segment 1 Specific

This section describes the four (4) types of vegetation management required along the Segment 1 corridor, which achieve:

- Full canopy height vegetation;
- Vegetation with a 35-foot minimum height;
- Deer travel corridors; or
- Tapered vegetation.

The May 11, 2020 Order (Order) of the Maine Department of Environmental Protection (MDEP) prescribed the locations, referred to as Wildlife Areas (see Table 1), where full canopy height vegetation, 35-foot minimum vegetation height, or vegetation managed for deer travel (25

to 35-foot-softwood species) must be retained or maintained. Tapered vegetation is required in the remainder of Segment 1. Requirements associated with riparian filter areas, including those that are specific to Segment 1, are described in Section 5.0.

The NECEC Natural Resource Maps incorporate and depict the vegetation clearing and management practices as required by the MDEP Order. On the maps, the transmission line centerline varies its color according to what vegetation management practice is required.

2.1 Full Canopy Height Vegetation

Full canopy height vegetation is required in three locations along the Segment 1 corridor. The locations, identified more specifically below in Table 1, include the Gold Brook crossing (a portion of Wildlife Area 4), the Mountain Brook crossing (Wildlife Area 6), and the Upper Kennebec River crossing (Wildlife Area 11).

In areas where full canopy height vegetation must be maintained, vegetation will be removed only in areas necessary to access pole locations and install and maintain the poles. (There are no pole locations in Wildlife Area 11.) This includes the area within the entire width of the 150-foot wide corridor. Access roads and structure preparation and installation areas will be cleared of all capable and non-capable species and maintained as scrub-shrub habitat to allow for post-construction maintenance, repair, and/or emergency access during operation of the line.

2.2 35-Foot Minimum Vegetation Height

In areas where minimum 35-foot tall vegetation must be maintained (see Table 1), only areas necessary to access pole locations or install and maintain poles will be cleared during construction. Access roads and structure preparation and installation areas will be cleared of all capable and non-capable species and maintained as scrub-shrub habitat to allow for post-construction maintenance, repair, and/or emergency access during operation of the line. In other areas within the entire width of the corridor only trees taller than 35 feet, or trees that may grow taller than 35 feet prior to the next scheduled maintenance, will be removed during construction. Vegetation maintenance within Segment 1 will be on a two- to three-year cycle and may not exceed a three-year cycle within any area without prior approval from MDEP.

With regard to ongoing vegetation management, trees that exceed 35 feet or are anticipated to exceed this height before the next scheduled maintenance cycle will be cut at ground level and will only be removed if leaving them in place would violate the Maine Slash Law or create a fire or safety hazard.

2.3 Deer Travel Corridors

Eight deer travel corridors must be managed as softwood stands to promote deer movement across the transmission line corridor during the winter months when snow depths have the potential to inhibit deer travel. These travel corridors, identified in Table 1 as Wildlife Area 12, will extend along the corridor, under the conductors, where conductor height allows for taller vegetation within the corridor. These deer travel corridors must be designated and labeled corridors 1 through 8, managed as softwood stands, and must allow for the maximum tree height that can practically be maintained without encroaching into the conductor safety zone (approximately 24 feet of clearance between the lowest conductor at maximum sag conditions and the top of vegetation) or into the necessary cleared area adjacent to each structure. Tree heights will vary based on structure height, conductor sag, and topography, but must generally range from 25 to 35 feet.

Within the eight designated deer travel corridors, during the initial vegetation clearing for construction, all capable hardwood species will be cut and individual softwood specimens will be cut to heights necessary so that they do not intrude into the conductor safety zone and are not at risk of growing into the conductor safety zone prior to the next scheduled vegetation maintenance. On an ongoing basis, softwood specimens that are not intruding into the conductor safety zone and are not at risk of growing into the conductor safety zone prior to the next scheduled vegetation maintenance will be retained. Access roads and structure preparation and installation areas will be cleared of all capable and non-capable species and maintained as scrub-shrub habitat to allow for post-construction maintenance, repair, and/or emergency access during operation of the line.

Table 1 Wildlife Areas¹

Area Name	From Coordinates (lat, long)	To Coordinates (lat, long)	Location	Min. Veg Height	Notes	Approximate Length (miles)²	Natural Resource Map No.
Wildlife Area 1	45.49628364, -70.65389705	45.49561741, -70.64935131	Beattie Twp	35'	Includes Number One Brook not visible from Beattie Pond	0.22	8, 9
Wildlife Area 2	45.46431117, -70.56925893	45.46291336, -70.54484557	Skinner Twp	35'	Includes crossing of the South Branch of the Moose River (all of TNC 2)	1.19	20, 21, 22, 23
Wildlife Area 3	45.46350041, -70.51607006	45.46481614, -70.49109824	Skinner Twp Appleton Twp	35'	Includes five perennial streams and four intermittent streams	1.25	26, 27, 28
Wildlife Area 4	45.46615984, -70.45270383	45.46311974 -70.40751264	Appleton Twp	35' (except full canopy height at Gold Brook crossing)	Includes Gold Brook crossing (structures 432-746 to 432-741) and Roaring Brook Mayfly habitat adjacent to that crossing where full canopy height vegetation is required, as well as group of 5 unnamed streams; portions adjacent to Leuthold Preserve	2.18	33, 34, 35, 36, 37, 38
Wildlife Area 5	45.47206202, -70.33192742	45.49411339, -70.24441057	Hobbs town Twp T7 BKP WKR Bradstreet Twp	35'	Includes area near Moose Pond and surrounding land owned by BPL, Whipple Brook crossing, areas adjacent to Leuthold Preserve, and unnamed stream crossing where	4.87	46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57

Area Name	From Coordinates (lat, long)	To Coordinates (lat, long)	Location	Min. Veg Height	Notes	Approximate Length (miles) ²	Natural Resource Map No.
					topography may allow crossing without taller poles (structures 432-717 to 432-716)		
Wildlife Area 6	45.47472852, -70.10099603	45.46991721, -70.10534506	Johnson Mtn Twp	Full canopy height	Mountain Brook crossing, includes Roaring Brook Mayfly habitat	0.38	76, 77
Wildlife Area 7	45.43511224, -70.03821586	45.43757616, -70.03451059	Johnson Mtn Twp	35'	Cold Stream crossing; adjacent to Cold Stream Forest Tract	0.23	91
Wildlife Area 8	45.44260293, -70.00541135	45.44315901, -70.00109742	Johnson Mtn Twp	35'	Unnamed stream crossing where 35-foot vegetation likely can be maintained without taller poles	0.21	95
Wildlife Area 9	45.41967147, -69.98245727	45.39922953, -69.94817359	West Forks	35'	Includes Tomhegan Stream crossing and adjacent to Cold Stream Forest Tract	2.21	100, 101, 102, 103, 104, 105
Wildlife Area 10	45.362187, -69.913515	45.359305, -69.912368	Moxie Gore	35'		0.19	113
Wildlife Area 11	45.37492343, -69.94696772	45.37102781, -69.93728547	West Forks Moxie Gore	Full canopy height	Upper Kennebec River crossing, Eastern edge of the clearing for the HDD Termination Station in West Forks to the western edge of the clearing for the HDD Termination Station in Moxie Gore	0.56	108, 109

Area Name	From Coordinates (lat, long)	To Coordinates (lat, long)	Location	Min. Veg Height	Notes	Approximate Length (miles) ²	Natural Resource Map No.
Wildlife Area 12	45.37065356, -69.93010848	45.37040077 -69.92526549	Moxie Gore	25'-35'	Vegetation managed for deer travel in Upper Kennebec River DWA	0.23	110, 111
	45.36623618, -69.91512820	45.36373432 -69.91413169	Moxie Gore	25'-35'	Vegetation managed for deer travel in Upper Kennebec River DWA	0.18	112
	45.36277778, 69.91361111	45.362187, -69.913515	Moxie Gore	25'-35'	Vegetation managed for deer travel in Upper Kennebec River DWA.	0.09	112, 113
	45.359305, -69.912368	45.3591667, -69.91138889	Moxie Gore	25'-35'	Vegetation managed for deer travel in Upper Kennebec River DWA.	0.1	113

¹: References to structure numbers have been updated to Lat/Long Coordinates, rather than structure numbers, to maintain consistency with the areas defined by the MDEP permit.

²: Total distance along the Segment 1 corridor with taller vegetation is approximately 14.08 miles.

2.4 Tapered Vegetation

Tapered vegetation is required along the entire Segment 1 corridor, except where full canopy height vegetation, vegetation with a minimum height of 35 feet, or taller vegetation managed for deer travel corridors is required. In Wildlife Area 12 taller vegetation is required for the eight deer travel corridors. Within this wildlife area, tapering is required along the transmission line corridor in the sections outside the deer travel corridors.

“Tapering” refers to a form of vegetation management along the transmission line corridor where increasingly taller vegetation is allowed to grow as the distance from the wire zone increases (see Figure 2).

Along Segment 1 where tapering is required, the transmission line includes two conductors running parallel to each other and separated by 24 feet. A shield wire runs over each conductor. The wire zone is the 54-foot wide area that runs along the center of the 150-foot wide corridor and includes the 24-foot wide area below and between the two conductors, plus 15 feet on each side of the set of conductors (15 ft. + 24 ft. + 15 ft. = 54 ft.).

In a tapered corridor, within this 54-foot wide wire zone all woody vegetation will be cut to ground level during construction. During maintenance of this portion of the corridor only non-capable species are allowed to grow (capable species includes woody species and specimens capable of growing tall enough to reach into the conductor safety zone). Within a tapered corridor, the result is that within the 54-foot wide wire zone vegetation that is approximately 10 feet tall regenerates so that the wire zone primarily consists of native, scrub-shrub habitat with non-capable species.

In a tapered corridor, the area outside the wire zone will be selectively cut during construction to create a taper with vegetation approximately 15 feet tall near the wire zone and increasing to approximately 35 feet tall near the edge of the 150-foot wide corridor. To minimize the environmental impact of the corridor to the greatest extent practicable, including reasonable efforts to avoid the growth of even-aged stands within each taper, vegetation in the tapered corridor will be managed as follows.

The first taper includes the areas within 16 feet of each side of the wire zone, within which vegetation up to 15 feet tall, including capable species, will be maintained. As vegetation maintenance proceeds through the first several cycles, the 15-foot tall tapered “tier” will become dominated by shrubs, because many shrubs exceed ten feet in height.

The second tapered tier includes the next 16 feet on each side of the corridor, within which taller vegetation up to 25 feet tall will be maintained. The 25-foot tall tier will be dominated by tree

species, with a smaller shrub component. Following initial vegetation clearing in these zones, there will be variation in species composition similar to the composition prior to construction clearing, but without the taller individuals. In deciduous and mixed-deciduous stands, the early maintenance cycles will favor establishment of fast-growing deciduous species because not treating them with herbicides will allow rapid regrowth primarily from coppicing (growth of shoots from cut stumps). In addition, increased sunlight will allow regeneration from seed, with the species composition of seedling establishment varying with the amount of soil moisture and mineral soil exposure.

The third and final tapered tier includes the outer 16 feet on each side of the corridor, within which taller vegetation up to 35 feet tall will be maintained. Similar to the 25-foot zones, the 35-foot vegetation zones will be dominated by tree species, with a smaller shrub component. Most of the above description for the 25-foot height zone applies to 35-foot height zone with a few differences. First, retention of taller individuals will maintain stand compositions more closely matching the original stand for longer throughout the early maintenance cycles because fewer individual trees will be removed. This will inhibit coppicing of deciduous trees, benefitting coniferous individuals in the stand. Second, removing fewer individual trees, and placement of the 35-foot zone alongside the 25-foot zone will result in less sunlight, so there will be less release from suppression as was described above and slower overall growth of the stands in the 35-foot height zone. This higher shade component will also favor regeneration and release of more shade-tolerant coniferous species, primarily spruce and fir. Third, the 35-foot height zone will be more strongly influenced by the forest management that occurs immediately adjacent to the project right-of-way, which is beyond the control of CMP. For example, if adjacent areas are cut more heavily, increased sun exposure will have effects more like those described above for the 25-foot height zone, i.e., faster understory release and greater seedling establishment.

Trees within each 16-foot wide tier will be selectively cut in a manner that retains those trees that do not exceed their respective tier's designated height. However, in order to ensure that no trees intrude into the conductor safety zone, any trees anticipated to exceed their respective tier's designated height prior to the next scheduled maintenance cycle will be cut at ground level.

As vegetation is maintained within a tapered corridor, any trees that exceed the designated height for the taper they are within, or are anticipated to exceed the height before the next scheduled maintenance cycle, will be cut at ground level. Vegetation maintenance within Segment 1 will be on a two- to three-year cycle and may not exceed a three-year cycle within any particular area without prior approval from the Department. Any trees that are cut will only be removed if leaving them in place would violate the Maine Slash Law or create a fire or safety hazard.

The overall result is that a cross section of a 150-foot wide tapered corridor breaks down into the following components:

16' 3rd taper + 16' 2nd taper + 16' 1st taper + 54' wire zone + 16' 1st taper + 16' 2nd taper + 16' 3rd taper = 150' wide corridor. The approximate maximum vegetation height of each taper is:

- 1st taper: 15-feet
- 2nd taper: 25-feet
- 3rd taper: 35-feet

Access roads and structure preparation and installation areas cleared of all capable and non-capable species will be maintained as scrub-shrub habitat to allow for post-construction maintenance, repair, and/or emergency access during operation of the line. Soil disturbance and grading will be minimized through careful planning of temporary access ways. When the temporary access ways are removed, the disturbed areas will be restored to their pre-construction grade and allowed to revegetate. Except for the areas immediately around the base of each transmission line structure, the full width and length of the transmission corridor will be maintained as vegetated following construction of the Project.

3.0 Vegetation Maintenance Methods – All Transmission Line Corridor Areas

3.1 Mechanical Methods

During routine vegetation maintenance after construction, mechanical methods of maintaining the height of vegetation on the transmission line corridor will consist primarily of cutting with hand tools, with occasional use of chainsaws and limited use of motorized equipment in areas directly accessible from public or private access roads.

Maintenance procedures will be to cut all capable species and any dead or hazard trees at ground level except in designated areas, as described below. Large vegetation cut during routine maintenance will be handled in accordance with the Maine Slash Law.³ Any wood that is chipped and spread on the corridor shall be left in layers no more than two inches thick, as measured above the mineral soil surface.

Additionally, as a conservation effort to protect the Northern Long-eared Bat, CMP will suspend vegetation maintenance activities for trees greater than 3 inches diameter at breast height during the maternity roost season of June 1 to July 31.

3.2 Herbicide Application

With the exception of the Segment 1 portion of the Project, and within the full width and length of the corridor containing transmission line structures 432-23 to 432-29.1,⁴ herbicide application

³ 12 M.R.S. §§ 9331 et seq.

⁴ No herbicide will be applied within 100 feet of the one observed small whorled pogonia occurrence in the Town of Greene, or

will be used in conjunction with mechanical methods of vegetation maintenance. The herbicide application program is consistent with most New England utilities and consists of direct application to targeted species and specimens along the transmission line corridor with a low-volume foliar herbicide or application of herbicides to cut stumps and surfaces of larger trees. Direct application to individual plant species, as opposed to a broadcast spray, will target woody vegetation allowing low-growing plant communities (the desired shrub and herbaceous species) to thrive. Herbicides will also be selectively applied to minimize the impacts to non-target species. Aerial application will not be done. Only herbicides which are registered with and approved by the U.S. Environmental Protection Agency (EPA-approved) and registered with the Maine Board of Pesticides Control (BPC) will be used.

Herbicide applications will likely begin the first year after construction is completed to gain control of vegetation growth (with the exception of areas listed below where no herbicides will be applied). When control is achieved, treatment will typically occur on a 4-year cycle or as needed. By using selective herbicides and a variety of application methods, vegetation along the transmission line corridor will eventually consist of a dense, low-growing plant community that will discourage the establishment of tree species. Therefore, fewer woody species will require treatment in future applications.

The following procedures and restrictions will be implemented during herbicide applications:

- No herbicides will be used in Segment 1 of the Project.
- No herbicides will be used within the full width and length of the transmission line corridor adjacent to the 174-acre parcel near Allen Pond in Greene, i.e., the portion of the corridor containing transmission line structures 432-23 to 432-29.1.
- Herbicides will be used in strict accordance with the manufacturer's EPA-approved labeling and will not be applied directly to waterbodies or areas where surface water is present.
- Throughout the Project corridor no foliar herbicides will be applied within a 100-foot buffer of all coldwater fishery⁵ streams, or within a 75-foot buffer of intermittent streams.
- In co-located sections outside the GOM DPS, foliar herbicides will not be applied within 75 feet of rivers, streams, brooks, lakes, ponds, or within 25 feet of wetlands that have water present at the surface at the time of the application.
- For all streams within the GOM DPS which includes the critical habitat, streams and rivers classified as a coldwater fishery, and outstanding river segment or

within 100 feet of the 174-acre Casavant tracts on the east and west sides of the transmission line corridor in this vicinity in Greene.

⁵ The term coldwater fishery, as used in this document, pertains to streams that are known to contain brook trout as designated by the Maine Department of Inland Fisheries and Wildlife (MDIFW).

streams containing threatened or endangered species (e.g., Atlantic salmon), foliar herbicides will not be applied within a 100-foot buffer. This requirement extends to all streams within the Project transmission line corridor, regardless of classification, located immediately west of Moxie Pond;

- Herbicides will not be mixed, transferred or stored within 100 feet of any wetland or surface water, unless done so on a public access road;
- Herbicides will not be mixed, transferred or stored within 100 feet of Significant Vernal Pool depressions, unless done so on a public access road;
- Herbicides will not be mixed, transferred or stored over mapped significant sand and gravel aquifers unless done so on a public access road;
- Herbicides will not be applied, mixed, transferred or stored within 100 feet of any known private well or spring or within 200 feet of any known public water supply well, unless done so on a public access road;
- When herbicide applications are performed in wetlands without standing water, only herbicides approved for use in wetland environments will be used;
- Herbicides will not be applied to any area when it is raining or when wind speed exceeds 15 miles per hour as measured on-site at the time of application. When wind speeds are below 3 miles per hour, applicators should be aware of whether a temperature inversion is present, and should consult the herbicide label to determine whether application should proceed under these conditions;
- The foreman or licensed applicator on each herbicide application crew will be licensed by the Maine BPC and will remain in eye contact and within earshot of all persons on his/her crew applying herbicides. At least one individual from any company applying herbicides must also hold a Commercial Master Applicator License issued by the BPC. This Master Applicator must have the ability to be on-site to assist persons applying herbicides within six hours driving time. If an out-of-state company is conducting the herbicide application, the company must have a Master Applicator in Maine during any application. Application of herbicides will be in accordance with applicable regulations promulgated under the Maine Pesticides Control Act, including those regulations to minimize drift, to maintain setbacks from sensitive areas during application, and to maintain setbacks from surface waters during the storing/mixing/loading of herbicides; and
- Herbicides will typically be mixed in a truck-mounted tank that remains on public access roads. Herbicide application is done by personnel with low-volume, hand-pressurized (manual) backpacks with appropriate nozzles, to minimize drift, who travel along the transmission line corridor by foot or by all-terrain vehicle and spot-treat target species and specimens.

The location of all streams, wetlands, significant vernal pools, rare plant locations, known wells, and mapped significant sand and gravel aquifers crossed by the transmission line corridor will be shown on the As-Built Plan & Profile drawings. GIS shapefiles will also be maintained with the location of these resources and will be provided to maintenance personnel. The presence of surface

water will be determined prior to herbicide use in any wetland or waterbody. Crew leaders will assure that resources and buffers are clearly marked in the field, or that locations of resources and buffers are provided as GIS/GPS data prior to initiation of an herbicide application for clear identification by the applicators.

3.3. Petroleum Products & Hazardous Materials Management

Any petroleum products or other hazardous material within the transmission line corridor during construction will be managed in accordance with CMP's Environmental Control Requirements for Contractors and Subcontractors – Oil and Hazardous Material Contingency Plan (see Exhibit 15-1 of the NECEC Site Law Application) and will include the following setbacks unless CMP can demonstrate that, due to special circumstances at specified locations, these setbacks are impractical at those locations.

(a) No fuel storage, vehicle/equipment parking and maintenance, and refueling activity may occur within 100 feet of a protected wetland or other waterbody, unless no practicable alternative exists and secondary containment with 110% capacity is provided for any fuel storage containers or tanks, or if it occurs on a paved road.

(b) No fuel storage, vehicle/equipment parking and maintenance, and refueling activity may occur within 200 feet of a known private water supply.

(c) No fuel storage, vehicle/equipment parking and maintenance, and refueling activity may occur within 400 feet of a known public water supply.

(d) No fuel storage, vehicle/equipment parking and maintenance and refueling activity may occur within 25 feet minimum of the following:

(i) An area listed in Maine's biological conservation data system, Biotics, of the Maine Natural Areas Program of the Department of Agriculture, Conservation and Forestry (MNAP), including rare natural communities and ecosystems (state rarity rank of S1 through S3 and habitats supporting Endangered or Threatened plant species). Boundaries and locations are as determined by MNAP.

(ii) Habitat of any species declared rare, threatened or endangered by MDIFW, Maine Department of Marine Resources, or the Director of the U.S. Fish and Wildlife Service.

4.0 Vegetation Maintenance within Freshwater Wetlands

Transmission line corridor wetlands range in type from small, emergent wetlands formed in ruts from logging equipment to large forested wetland systems. No specific buffers are proposed for the wetlands identified within the transmission line corridor.

4.1 Additional Vegetation Maintenance Restrictions within and Adjacent to Freshwater Wetlands

Vegetation maintenance within, and within 25 feet of, freshwater wetlands with standing water will be conducted only by hand cutting with hand tools or chainsaws. Herbicide use is permitted in wetlands only when no standing water is present in the wetland at the time of the application. Herbicides will not be stored, mixed, transferred between containers, and no refueling of chain saws or other equipment will be allowed, within 100 feet of freshwater wetlands, unless done so on a public access road.

5.0 Vegetation Maintenance within Stream Buffers (Riparian Filter Areas)

A 75-foot buffer, as measured from the top of each stream bank, will be established for vegetation maintenance along perennial and intermittent streams not designated as coldwater fisheries, within the transmission line corridor. Additional restrictions will be applied within 100 feet of streams meeting certain criteria, as described below. Special restrictions will apply within these stream buffers during vegetation maintenance.

This section describes the additional restrictions related to vegetation cutting and maintenance within these stream buffers. All vegetation maintenance procedures and restrictions that apply to typical transmission line corridor maintenance also apply within stream buffers.

5.1 Additional Vegetation Maintenance Restrictions within Stream Buffers

The following additional restrictions apply to vegetation clearing within stream buffers:

- a. Unless more restrictive requirements apply⁶, riparian natural buffers (or “stream” buffers) will be retained within 100 feet of all streams (intermittent and perennial) in the GOM DPS, all perennial and coldwater fishery streams within Segment 1 of the Project and all coldwater fisheries in other segments, outstanding river segments, or rivers, streams, or brooks containing Threatened or Endangered species (e.g., Atlantic salmon) unless the Department determines that the functions and values of the stream buffer will not be impacted by the removal of vegetation and approves an alternative minimum buffer.
- b. In the area adjacent to Moxie Pond in Segment 2, CMP will construct and maintain the project with a 100-foot riparian filter area identical to the riparian filter areas adjacent to coldwater fishery streams in Segment 1.
- c. For streams in areas where the new transmission line will be co-located within existing rights-of-way, CMP proposes to maintain a 75-foot buffer, unless meeting any of the above criteria, since the existing corridor is currently being maintained in an early successional state according to the guidelines set forth in

⁶ More restrictive requirements include, but are not limited to, requirements to maintain taller vegetation within the corridor such as provided for in Section 2, Table 1.

CMP's Vegetation Management Plan (Exhibit D), and the effect of the additional clearing (typically less than 75 feet) to accommodate the new line has been minimized.

- d. The boundary of each stream buffer will have unique flagging installed to distinguish between the applicable 75-foot or 100-foot stream buffer prior to clearing. Flagging will be maintained throughout construction.
- e. Foliar herbicides will be prohibited within the stream buffer, and all refueling/maintenance of equipment will be excluded from the buffer unless it occurs on an existing paved road or if secondary containment is used with oversight from an environmental inspector.
- f. All stream crossings by heavy equipment will be performed through the installation of equipment spans with no in-stream disturbances. Streams will not be forded by heavy equipment.
- g. Initial tree clearing will be performed during frozen ground conditions whenever practicable, and if not practicable, the recommendations of the environmental inspector will be followed regarding the appropriate techniques to minimize disturbance such as the use of selectively placed travel lanes within the stream buffer. CMP will not place any transmission line structures within the stream buffer, unless specifically authorized by the MDEP and accompanied by a site-specific erosion control plan. No structures will be placed within 25 feet of any stream regardless of its classification.
- h. Within that portion of the stream buffer that is within the wire zone (i.e., within 15 feet, horizontally, of any conductor; see Figure 1), all woody vegetation over 10 feet in height, whether capable or non-capable, will be cut back to ground level and resulting slash will be managed in accordance with Maine's Slash Law. No other vegetation, other than dead or hazard trees, will be removed. Within the stream buffer and outside of the wire zone, non-capable species may be allowed to exceed 10 feet in height unless it is determined that they may encroach into the conductor safety zone prior to the next four year maintenance cycle. Vegetation maintenance within Segment 1 will be on a two- to three-year cycle and must not exceed a three-year cycle within any particular area within this segment without prior approval from the Department. ;
- i. Removal of capable species and dead or hazard trees within the appropriate stream buffer will typically be accomplished by hand-cutting. Use of mechanized harvesting equipment is allowed if supported by construction matting or during frozen conditions in a manner (i.e., use of travel lanes and reach-in techniques) that preserves non-capable vegetation less than 10 feet in height to the greatest extent practicable. Within the wire zone all woody vegetation may be cut to ground level;
- j. No slash will be left within 50 feet of any stream; and,
- k. Any construction access roads that must cross streams or brooks must be designed, constructed, and maintained to minimize erosion and sedimentation.

These additional restrictions will allow for taller vegetation within the appropriate stream buffer to provide shading and to reduce the warming effect of direct sunlight (insolation). Low ground cover vegetation will also remain to filter any sediment in surface runoff. The restrictions are

also intended to minimize ground disturbance and prevent or minimize the surface transport of herbicides and petroleum products to streams. These restrictions will allow the stream buffers to provide functions and values similar to those provided prior to transmission line construction.

5.2 Vegetation Maintenance within the Roaring Brook Mayfly and Northern Spring Salamander Conservation Management Areas of Mountain Brook and Gold Brook

During consultation with the MDIFW for the NECEC project, MDIFW identified Gold Brook (PSTR 15-06, PSTR 16-07, PSTR 16-10 and PSTR 16-15) and Mountain Brook (PSTR-33-01, PSTR-EM-34-01, PSTR-EM-34-01) as high priority resources in which full height vegetation should be retained within the 250-foot conservation management areas (CMAs) to protect habitat for Roaring Brook Mayfly and Northern Spring Salamander. Mountain Brook contains both Roaring Brook Mayfly and Northern Spring Salamander habitat, while field survey results concluded that Gold Brook only contains Roaring Brook Mayfly habitat.

Installation of taller structures will facilitate the retention of full height vegetation within these CMAs. Although CMP will retain full height vegetation within these CMAs, CMP will selectively cut at ground level and remove any trees within these CMAs that are intruding into the conductor safety zone or are at risk of growing into the conductor safety zone prior to the next scheduled vegetation maintenance.

Access roads and structure preparation/installation areas within these conservation management areas will be maintained as scrub-shrub habitat to allow for maintenance, repair and/or emergency access.

6.0 Vegetation Maintenance within Significant Vernal Pool Buffers

Vegetated buffers of 100 feet, as measured from the edge of the pool depression, will be established for SVPs crossed by the transmission line corridor. Vegetation maintenance within the SVP buffers will be subject to the same procedures and prohibitions, as applicable, that are required in the typical transmission line corridor, as well as to the additional measures below.

6.1 Additional Vegetation Maintenance Restrictions within Significant Vernal Pool Buffers

The following additional restrictions apply to vegetation maintenance within SVP buffers:

- Mechanized equipment will not be allowed within the vernal pool depression, unless the depression encompasses the entire width of the transmission line corridor. Mechanized equipment will only be allowed to cross the vernal pool depressions during frozen or dry conditions or with the use of mats;
- Between April 1 and June 30 in any calendar year, no vegetation maintenance using tracked or wheeled equipment will be performed within the 100-foot buffer. Maintenance will be performed using only hand tools during this period;

- Between April 1 and June 30 in any calendar year, no vegetation maintenance will occur within 25 feet of the SVP pool depression;
- No refueling or maintenance of equipment, including chainsaws, will occur within 100 feet of SVP pool depression, unless conducted on a public access road; and
- No herbicide use is permitted within 25 feet of the SVP pool depression.

7.0 Vegetation Maintenance within Moderate or High Value Inland Waterfowl and Wading Bird Habitat

Inland Waterfowl and Wading Bird Habitats (IWWH) are habitats mapped by the MDIFW that contain an inland wetland complex used by waterfowl and wading birds, plus a 250-foot nesting habitat area surrounding the wetland. The nesting habitat is considered to be part of the mapped IWWH. No additional buffers are proposed for IWWHs beyond this mapped habitat, and as such the vegetation maintenance restrictions apply to the mapped habitat only.

Vegetation maintenance within the IWWH will be subject to the same procedures and prohibitions, as applicable, that are required in the typical transmission line corridor and for stream buffers.

7.1 Additional Vegetation Maintenance Restrictions within Inland Waterfowl and Wading Bird Habitat

The following additional restrictions apply to vegetation maintenance within mapped IWWH:

- Between April 15 and July 15, use of motorized vehicles (e.g., all-terrain vehicles) and mechanized equipment (e.g., chainsaws or brush cutters) within IWWH is prohibited. Use of non-mechanized hand tools is allowed during this time period;
- No refueling or maintenance of equipment, including chainsaws, will occur within the IWWH, unless done so on a public access road;
- No herbicide use is permitted within 25 feet of any wetland within the mapped IWWH; and
- Provided they do not pose a safety hazard, naturally occurring snags within IWWH will be allowed to remain, at a minimum of two to three snags per acre.

8.0 Vegetation Maintenance within Mapped Deer Wintering Areas

Deer Wintering Areas (DWA) provide important refuge for white-tailed deer (*Odocoileus virginianus*) during the winter months in northern climates and are typically characterized by an extensive stand of mature softwood species with a dense forest canopy.

With the exception of the Upper Kennebec DWA, described in Section 2.3 above, no additional vegetation maintenance restrictions are proposed within mapped DWAs, as all capable species must be removed from these and other areas within the transmission line corridor in order to comply with NERC Transmission Vegetation Management standards.

9.0 Vegetation Maintenance within State mapped Rusty Blackbird Habitat

In consultation with MDIFW for the NECEC project, CMP agreed to allow for the retention of 10-foot to 15-foot tall spruce/fir vegetation within the Rusty Blackbird habitat located on Segment 1. The additional height will avoid project impacts to the habitat of this State Species of Special Concern.

Vegetation clearing activity is prohibited in this habitat between April 20 and June 30. During routine vegetation maintenance, hardwood and softwood specimens that are taller than 15 feet, or are anticipated to grow taller than 15 feet prior to the next scheduled vegetation maintenance, will be cut at ground level. Spruce/fir vegetation 10-15 feet in height will be retained. The access roads and structure preparation areas within the Rusty Blackbird habitat will be maintained as scrub-shrub habitat to allow for maintenance, repair and/or emergency access. The habitat will be flagged prior to construction and identified in a database maintained by CMP, further described below in Section 13, Locating and Marking Buffers and Habitats.

10.0 Vegetation Maintenance within Rare Plant Locations

Vegetation maintenance of the transmission line corridor has the potential to impact rare plants and/or alter their habitat. The following additional vegetative maintenance restrictions will minimize such impacts. The additional restrictions will apply only to the demarcated locations of the identified rare plants. No additional buffers will be established surrounding rare plant locations. These restrictions are intended to maintain existing hydrology and limit soil disturbance within rare plant locations.

10.1 Additional Vegetation Maintenance Restrictions within Rare Plant Locations

The following additional restrictions will apply to vegetation maintenance for the rare plant occurrences in the Project area:

- All capable tree species will be cut by hand (chainsaws, hand saws or axes). No other mechanized cutting equipment shall be used within these habitats;
- Unless rare plant locations encompass the entire width of the transmission line corridor, mechanized equipment will only be allowed to cross rare plant locations during frozen conditions or with the use of mats;
- No refueling or maintenance of equipment, including chainsaws, will occur within demarcated rare plant locations, unless done on a public access road; and

- No foliar herbicide use is permitted within the demarcated rare plant locations, however cut surface herbicides may be used on capable species and specimens outside of Segment 1.
- No herbicides will be used within the full width and length of the transmission line corridor adjacent to the 174-acre Casavant parcel near Allen Pond in Greene, i.e., the portion of the corridor containing transmission line structures 432-23 to 432-29.1;
- Crossing of rare plant locations with mechanized equipment:

All-Terrain Vehicles (ATVs)

- Due to small footprint, relatively light weight, and infrequency of use, ATV impact is minimal, therefore crane mats will not be used.
- If rare plants do not encompass entire ROW width, ATVs will avoid/travel around rare plants.
- If rare plants encompass entire ROW width:
 - ATVs will utilize existing rare plant travel path/crossing if one exists.
 - If no rare plant crossing exists, ATVs will cross at narrowest point of the rare plants and will restrict this crossing to a single travel lane.

Heavy Equipment/Vehicles

- During emergency repair & maintenance work, crane mats will not be used. Heavy equipment/vehicles will utilize existing rare plant crossings if available.
- During planned repair & maintenance work:
 - If rare plants do not encompass entire ROW width, heavy equipment/vehicles will avoid/travel around rare plants. Crane mats will not be used.
 - If rare plants encompass entire ROW width, and there is an established travel path/crossing through the rare plants, heavy equipment/vehicles will utilize this crossing, and crane mats will not be used.
 - If rare plants encompass entire ROW width, but there is no established travel path through the rare plants, heavy equipment/vehicles will cross rare plants using crane mats.

11.0 Maintenance Procedures for Mapped Significant Sand and Gravel Aquifers

Transmission lines located over mapped significant sand and gravel aquifers are subject to the typical transmission line corridor maintenance procedures, except that no refueling or maintenance of equipment, and no herbicides may be mixed, transferred or stored, over the mapped significant sand and gravel aquifers, unless done so on a public access road.

12.0 Tapered Vegetation Maintenance Along the Appalachian Trail

As required by Appendix A of the Memorandum of Agreement among the United States Army Corps of Engineers, United States Department of Energy, United States Department of Interior National Park Service, Maine Historic Preservation Commission, and CMP, vegetation tapering is required on both the forested (generally southerly) side of the corridor and the currently cleared (generally northerly) side of the corridor in the vicinity of the Appalachian Trail in Bald Mountain Township. These areas include the following coordinates:

From: 45° 15' 17.849" N, 69° 49' 58.76" W **To:** 45° 14' 40.565" N, 69° 49' 28.577" W

Tapering adjacent to Section 432 will be maintained in a similar fashion as described in Section 2.4, Tapered Vegetation, above. However, scrub shrub vegetation will be maintained in the center of the corridor beginning from the outside edge of the wire zone west of Section 432 to the outside edge of the wire zone east of Section 222. Vegetation on the Section 222 side of the corridor, which is currently cleared of capable vegetation, will be allowed to grow into a tapered configuration over time.

13.0 Locating and Marking Buffers and Habitats

A database will be maintained, including maps and GIS shapefiles, of the buffers, restricted habitats, and sensitive areas and their locations relative to the nearest structure (pole) or road location. The distance and direction from the nearest structure to the sensitive area will be included with the name of the area and the structure number. All structures along the transmission line corridor will be numbered at the time of construction.

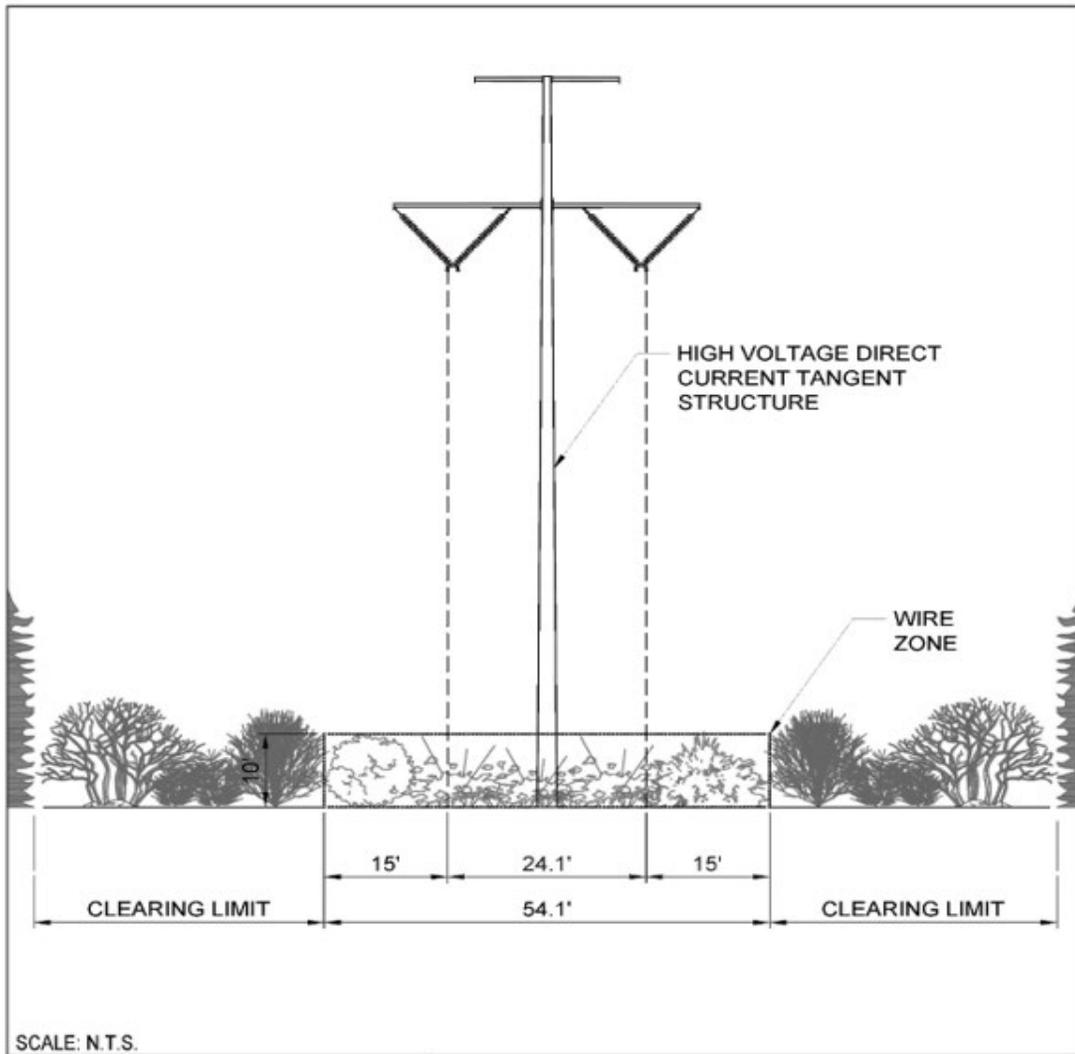
To aid in identifying restricted areas, buffers and restricted habitats may be located and demarcated in the field using brightly colored flagging or signage prior to the initiation of maintenance activities along the transmission line corridor. Alternatively, use of GIS data and GPS equipment may be used to provide accurate location of resources and associated buffers during maintenance activities. If desired, maintenance personnel may permanently demarcate restricted habitats to aid in long-term maintenance activities. Maintenance contractors working on the transmission line corridor will be provided a copy of this VMP. Use of this VMP in conjunction with the As-Built Plan & Profile drawings will enable maintenance contractors to locate and mark restricted areas in the field.

14.0 Maintenance Personnel Training

Personnel who will conduct vegetation maintenance activities on the transmission line corridor will receive appropriate environmental training before being allowed access to the transmission line corridor. Maintenance personnel will be required to review this VMP prior to the training and before conducting any maintenance activities. The level of training will be dependent on the duties of the personnel. The training will be given prior to the start of maintenance activities. Replacement or new maintenance personnel that did not receive the initial training will receive similar training prior to performing any maintenance activities on the transmission line corridor.

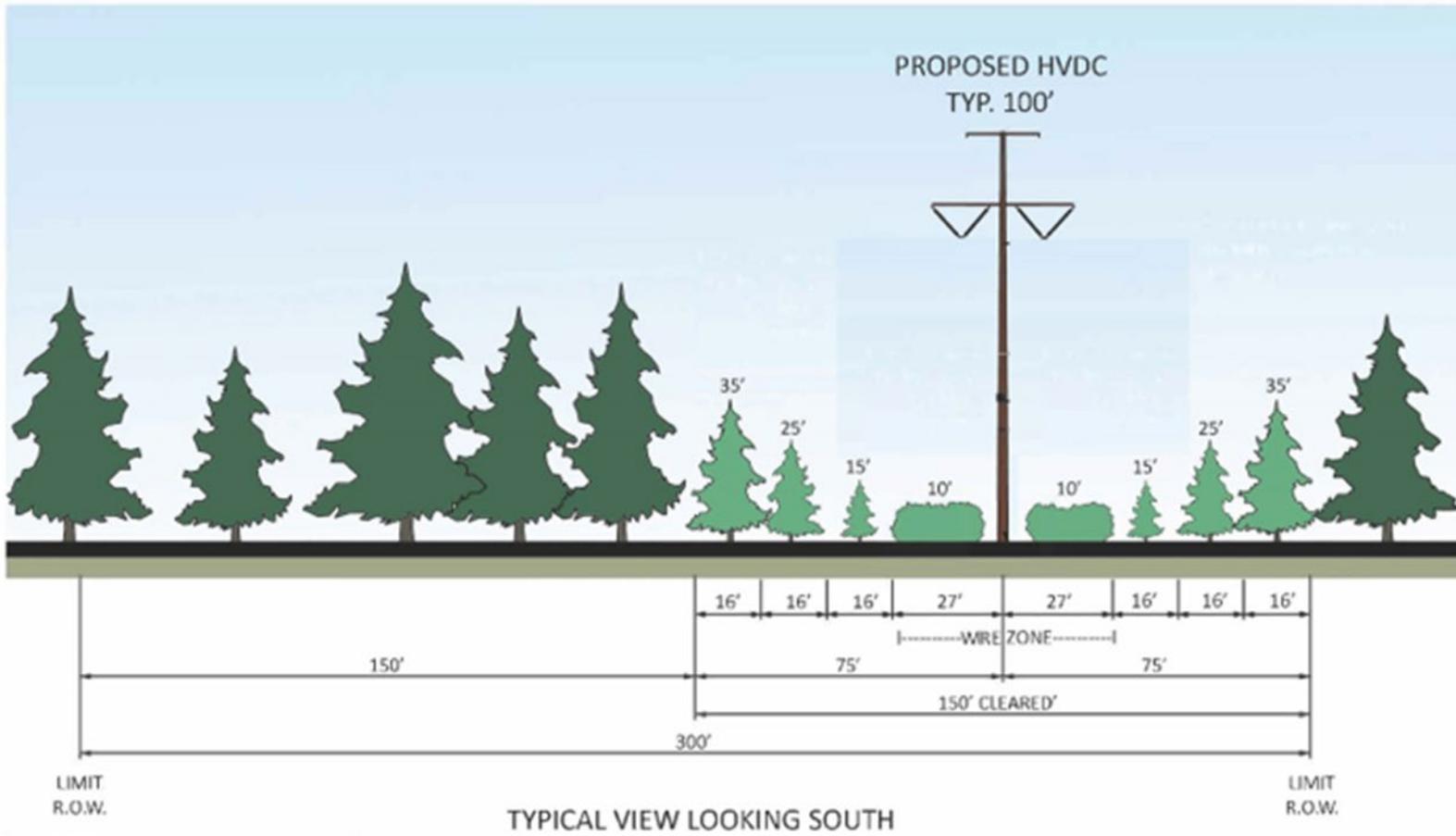
The training session will consist of a review of the buffers and restricted habitats, the respective maintenance requirements and restrictions for each, and a review of how these areas and resources can be located in the field. Training will include familiarization with and use of GIS information and sensitive natural resource identification in conjunction with the contents of this VMP, as well as basic causes, preventive and remedial measures for contamination, and erosion and sedimentation of water resources. Training will also include a review of safety and the proper use of appropriate maintenance tools.

Figure 1: Vegetation Maintenance for the HVDC Transmission Line

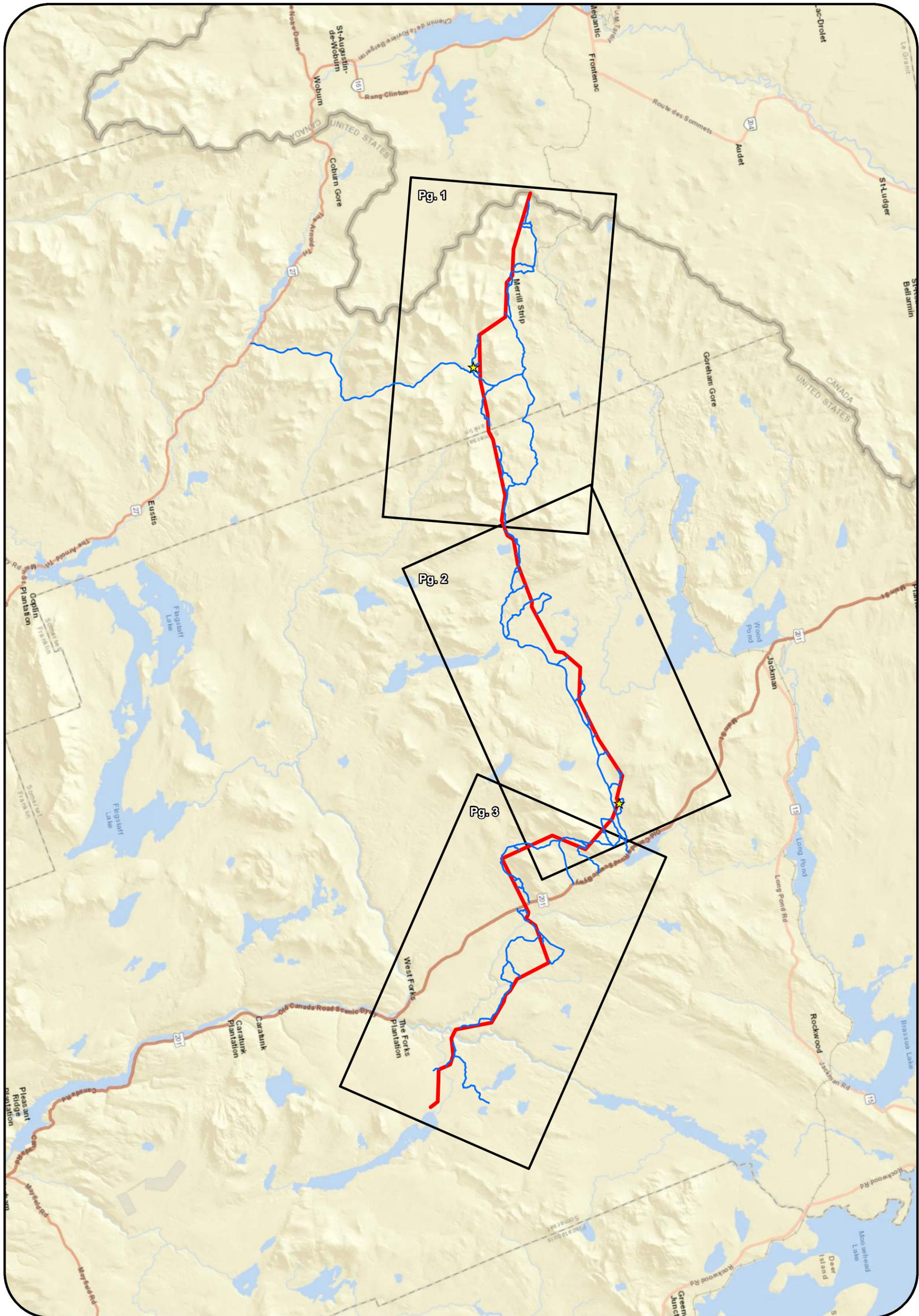


1. With the exception of the vegetation maintenance practices described in Section 2.0 (i.e., full height canopy, minimum 35-foot tall trees, and vegetation tapering requirements in Segment 1) capable species, regardless of height, are cut back to ground level or treated with herbicides within the entire length and width of the transmission line corridor during scheduled vegetation maintenance (every 4 years). However, within stream buffers, only capable specimens over 10 feet tall may be cut or treated (specimens at or above this height are likely to grow into the conductor safety zone prior to the next scheduled vegetation maintenance cycle).
2. All woody vegetation over 10 feet in height and inside the wire zone, whether capable or non-capable, is cut back to ground level during scheduled vegetation maintenance.
3. Vegetation maintenance cycle may not exceed 3 years on Segment 1 without prior approval from MDEP.

Figure 2. Tapered Vegetation Maintenance Cross Section

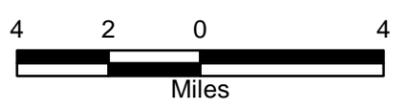


ATTACHMENT D – OFF RIGHT OF WAY ACCESS ROAD OVERVIEW MAPS



Legend

- Project Centerline
- Off ROW Access Road
- Index Page



**New England
Clean Energy
Connect**

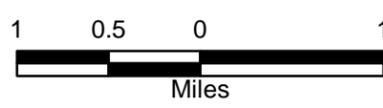
Off ROW
Access Roads
Overview
Segment 1





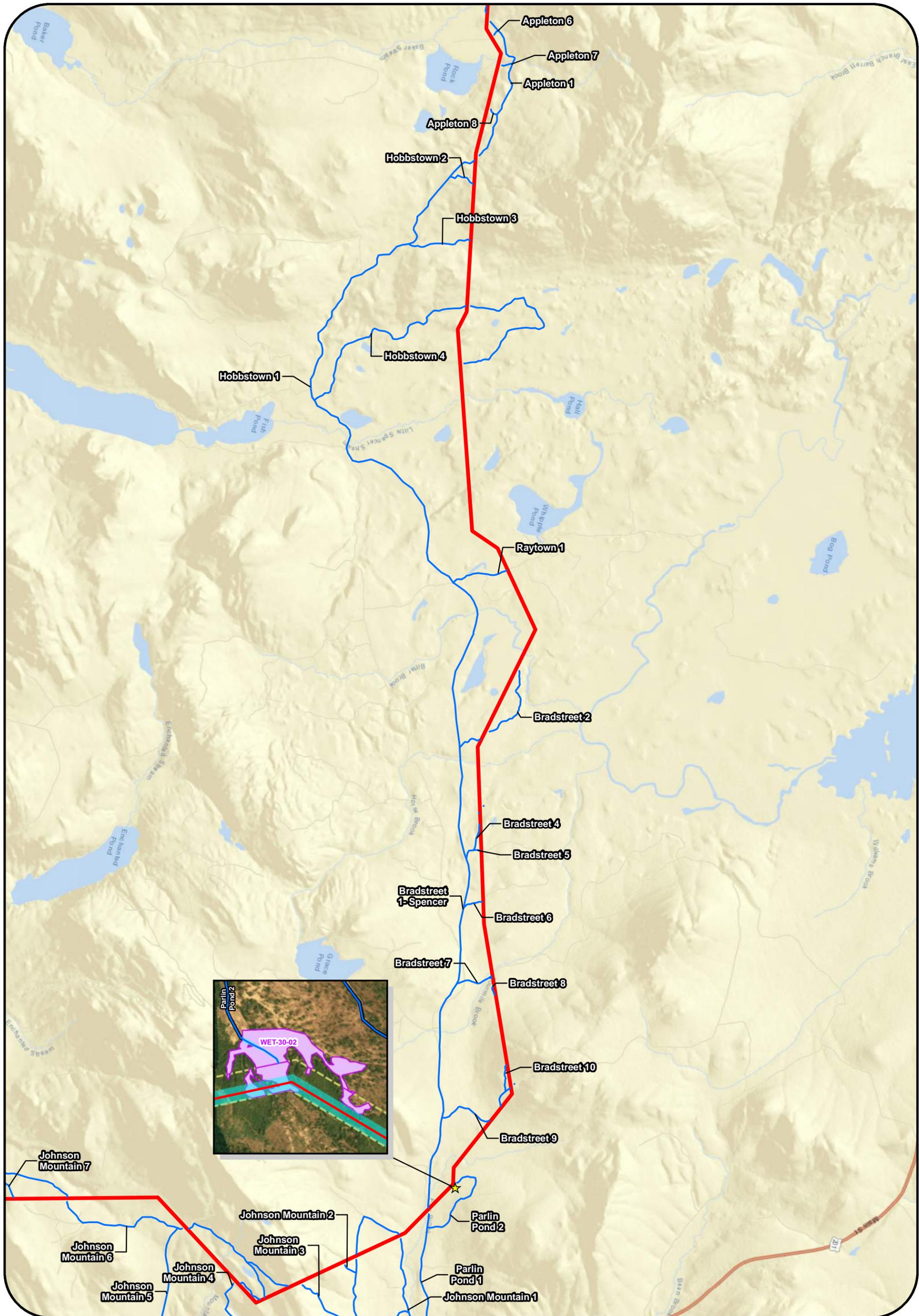
Legend

- ★ ORAR Wetland Crossing Location
- Project Centerline
- Off ROW Access Road
- Clearing Limits
- Wetland

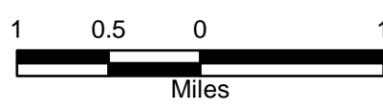


New England Clean Energy Connect
 Off ROW Access Roads Segment 1
 Page 1 of 3



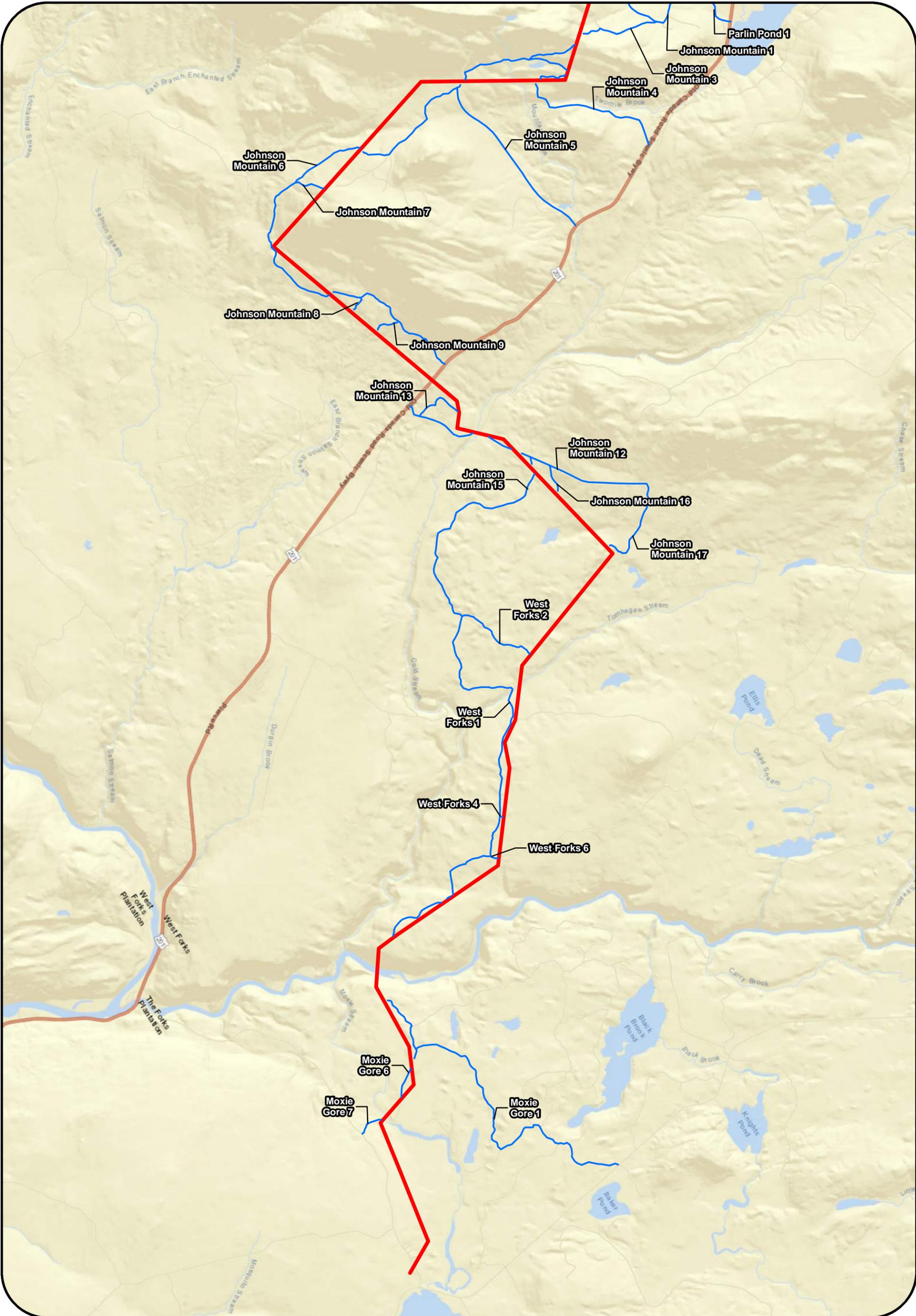


- Legend**
- ★ ORAR Wetland Crossing Location
 - Project Centerline
 - Off ROW Access Road
 - Clearing Limits
 - Wetland
 - CMP Ownership



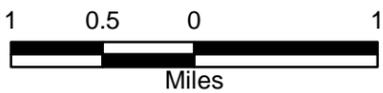
New England Clean Energy Connect
 Off ROW Access Roads
 Segment 1
 Page 2 of 3





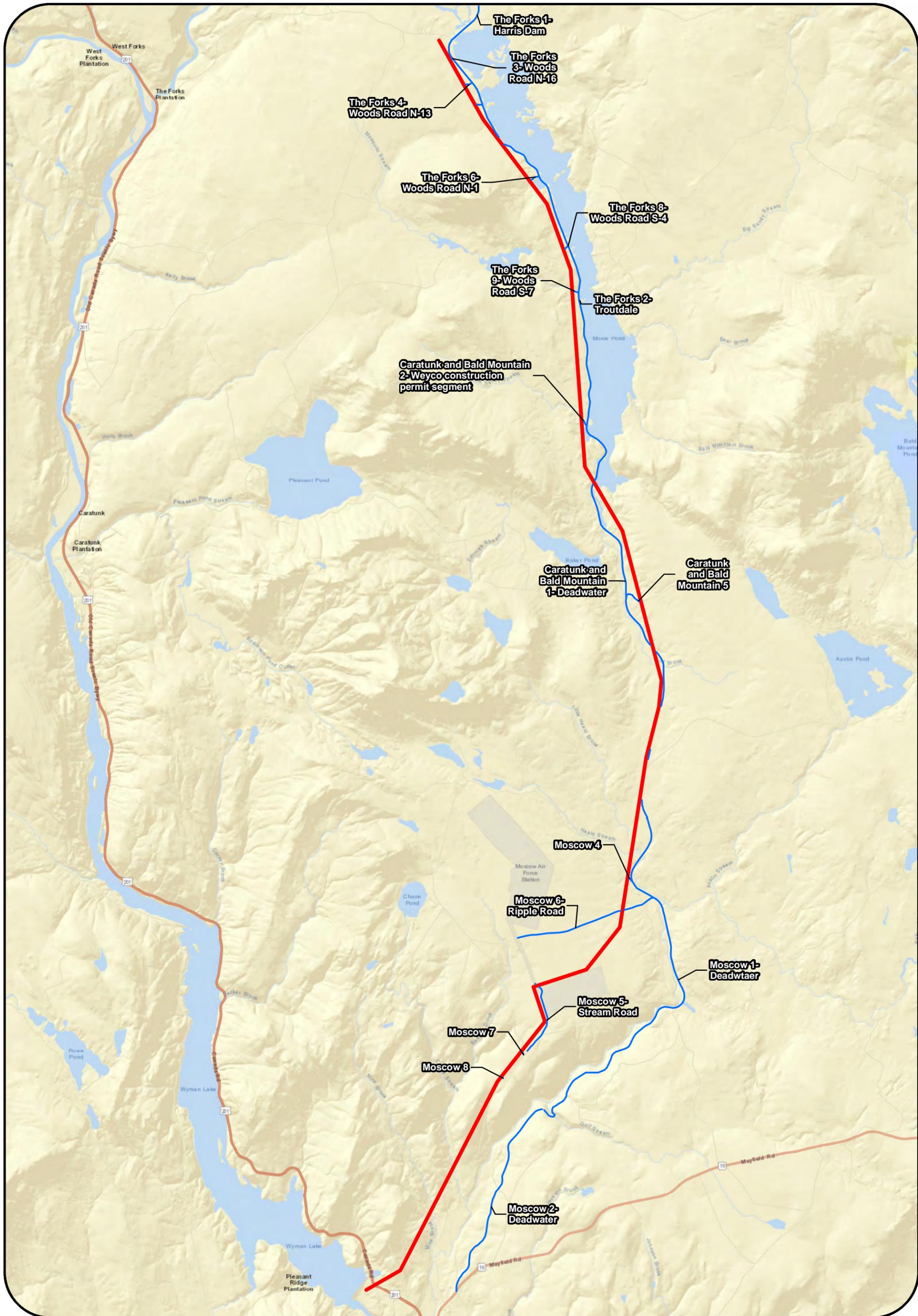
Legend

- Project Centerline
- Off ROW Access Road



New England Clean Energy Connect
 Off ROW Access Roads Segment 1
 Page 3 of 3





Legend

- Project Centerline
- Off ROW Access Road

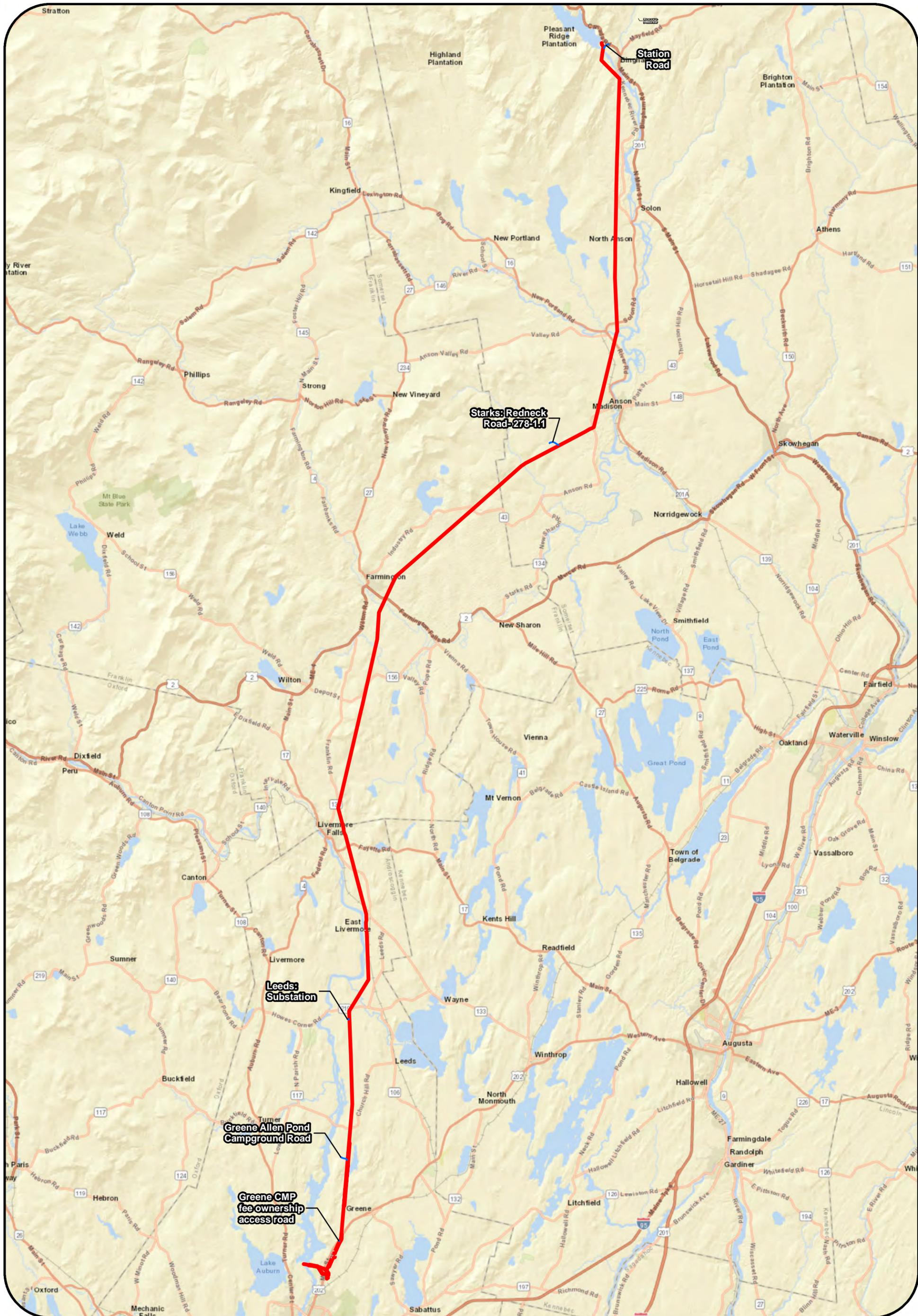
7,000 3,500 0 7,000

 Feet



New England Clean Energy Connect
 Off ROW
 Access Roads
 Overview
 Segment 2





Legend

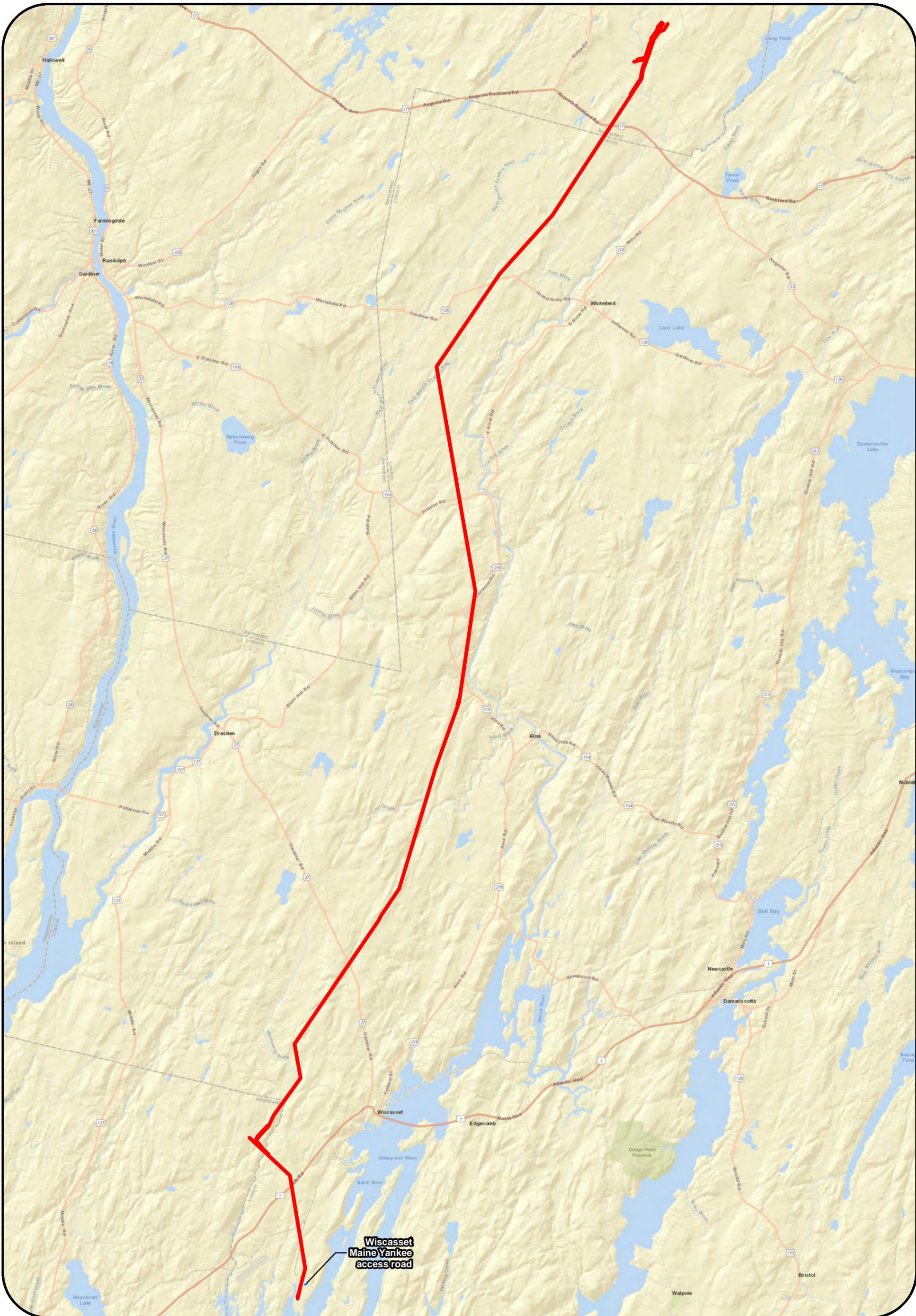
- Project Centerline
- Off ROW Access Road



**New England
Clean Energy
Connect**

Off ROW
Access Roads
Overview
Segment 3





**Wiscasset
Maine Yankee
access road**



Legend

- Project Centerline
- Off ROW Access Road

8,500 4,250 0 8,500

 Feet

N
 E
 S
 W

**New England
Clean Energy
Connect**

Off ROW
Access Roads
Overview
Segment 5



ATTACHMENT E – REAL PROPERTY RIGHTS

Attachment E - Real Property Rights

Off ROW Access Road Name	Town	County	Grantor (or Landowner)	Type	Reference	Date
Appleton 1	Appleton	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Appleton 2	Appleton	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Appleton 3	Appleton	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Appleton 4	Appleton	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Appleton 5	Appleton	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Appleton 6	Appleton	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Appleton 7	Appleton	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Appleton 8	Appleton	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Beattie 1	Beattie TWP	Franklin	EJ Carrier, Timberlands	Easement	Fra-3902-340	4/18/2017
Beattie 3	Beattie TWP	Franklin	EJ Carrier, Timberlands	Easement	Fra-3902-340	4/18/2017
Beattie 4	Beattie TWP	Franklin	EJ Carrier, Timberlands	Easement	Fra-3902-340	4/18/2017
Beattie 7	Beattie TWP	Franklin	EJ Carrier, Timberlands	Easement	Fra-3902-340	4/18/2017
Bradstreet 1	Bradstreet	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Bradstreet 10	Bradstreet	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Bradstreet 2	Bradstreet	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016

Attachment E - Real Property Rights

Off ROW Access Road Name	Town	County	Grantor (or Landowner)	Type	Reference	Date
Bradstreet 4	Bradstreet	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Bradstreet 5	Bradstreet	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Bradstreet 6	Bradstreet	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Bradstreet 7	Bradstreet	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Bradstreet 8	Bradstreet	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Bradstreet 9	Bradstreet	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Caratunk and Bald Mountain 1	Bald Mountain and Caratunk	Somerset	Hollingsworth & Whitney	Warranty Deed	Som-561-466	10/27/1954
Caratunk and Bald Mountain 2	Bald Mountain	Somerset	Weyerhaeuser	Temporary Road Use and Construction Permit (1 year term + 1 year renewal)	Not recorded	3/25/2020
Caratunk and Bald Mountain 5	Bald Mountain	Somerset	Weyerhaeuser	Temporary Road Use and Construction Permit (1 year term + 1 year renewal)	Not recorded	3/25/2020
Greene Allen Pond Campground Road	Greene	Androscoggin	Yakawonic	Indenture	And-1719-93	2/27/1984
Greene CMP fee ownership access road	Greene	Androscoggin	Thibodeau & Knowles	Indenture/Easement & Deed	And 7348-118 & And 511-403	1/15/2008 & 7/21/1940
Greene CMP fee ownership access road	Greene	Androscoggin	Fogg, Lester L. & Horace	Warranty Deed	And 407-439	11/5/1930
Hobbstown 1	Hobbstown	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Hobbstown 2	Hobbstown	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016

Attachment E - Real Property Rights

Off ROW Access Road Name	Town	County	Grantor (or Landowner)	Type	Reference	Date
Hobbstown 3	Hobbstown	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Hobbstown 4	Hobbstown	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 1	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 12	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 13	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 15	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 16	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 17	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 2	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 3	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 4	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 5	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 6	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 7	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Johnson Mountain 8	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016

Attachment E - Real Property Rights

Off ROW Access Road Name	Town	County	Grantor (or Landowner)	Type	Reference	Date
Johnson Mountain 9	Johnson Mountain	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Kibby 1	Kibby/Chain of Ponds	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Leeds Substation	Leeds	Androscoggin	CMP substation- fee land and corridor	Warranty Deed	And 7563-221	11/4/2008
Lewiston CMP TL Corridor	Lewiston	Androscoggin	CMP T/L corridor- fee land	Deed	And-515-570	5/15/1941
Merrill 1	Merrill Strip	Franklin	Bayroot, LLC.	Easement	Fra-4051-006	12/5/2018
Merrill 2	Merrill Strip	Franklin	Bayroot, LLC.	Easement	Fra-4051-006	12/5/2018
Merrill 3	Merrill Strip	Franklin	Bayroot, LLC.	Easement	Fra-4118-37	8/28/2019
Moscow - Station Road	Moscow	Somerset	FPL Energy Maine Hydro	Deed Indenture- CMP's Reserved Easements (Exhibit B)	Som-2540-140	4/8/1999
Moscow 1	Moscow	Somerset	Hollingsworth & Whitney	Warranty Deed	Som-561-466	10/27/1954
Moscow 2	Moscow	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Moscow 4	Moscow	Somerset	Weyerhaeuser	Temporary Road Use and Construction Permit (1 year term + 1 year renewal)	Not recorded	3/25/2020
Moscow 5	Moscow	Somerset	Weyerhaeuser	Indenture and Easement Agreement	Som- 5496-109	12/10/2019
Moscow 6	Moscow	Somerset	Weyerhaeuser	Indenture and Easement Agreement	Som- 5496-109	12/10/2019

Attachment E - Real Property Rights

Off ROW Access Road Name	Town	County	Grantor (or Landowner)	Type	Reference	Date
Moscow 7	Moscow	Somerset	Weyerhaeuser	Temporary Road Use and Construction Permit (1 year term + 1 year renewal)	Not recorded	3/25/2020
Moscow 8	Moscow	Somerset	Weyerhaeuser	Temporary Road Use and Construction Permit (1 year term + 1 year renewal)	Not recorded	3/25/2020
Moxie Gore 1	Moxie Gore	Somerset	TM Corp	QC Deed	Som-1573-248	11/6/1989
Moxie Gore 6	Moxie Gore	Somerset	TM Corp	QC Deed	Som-1573-248	11/6/1989
Moxie Gore 7	Moxie Gore	Somerset	CMP-Owned	Fee	Som-1480-89	11/18/1988
Parlin Pond 1	Parlin Pond	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Parlin Pond 2	Parlin Pond	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Raytown 1	Raytown	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Skinner 1	Skinner	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Skinner 10	Skinner	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Skinner 2	Skinner	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Skinner 4	Skinner	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Skinner 5	Skinner	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Skinner 6	Skinner	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Skinner 7	Skinner	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Skinner 8	Skinner	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016

Attachment E - Real Property Rights

Off ROW Access Road Name	Town	County	Grantor (or Landowner)	Type	Reference	Date
Skinner 9	Skinner	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
Starks CMP Fee Land- Earle Gray	Starks	Somerset	Earle Gray	Release Deed (CMP fee land)	Som-981-77	4/13/1981
The Forks 1	The Forks/East Moxie	Somerset	CMP, GNP, SDW, & Huber	Indenture/Easement	Som-536-404	8/4/1951
The Forks 2	The Forks	Somerset	Oxford Paper Company	Release Deed	Som-1672-159	2/26/1991
The Forks 3	The Forks	Somerset	Oxford Paper Company	Release Deed	Som-1672-159	2/26/1991
The Forks 4	The Forks	Somerset	Oxford Paper Company	Release Deed	Som-1672-159	2/26/1991
The Forks 5	The Forks	Somerset	Oxford Paper Company	Release Deed	Som-1672-159	2/26/1991
The Forks 6	The Forks	Somerset	Oxford Paper Company	Release Deed	Som-1672-159	2/26/1991
The Forks 8	The Forks	Somerset	Oxford Paper Company	Release Deed	Som-1672-159	2/26/1991
The Forks 9	The Forks	Somerset	Oxford Paper Company	Release Deed	Som-1672-159	2/26/1991
West Forks 1	West Forks	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
West Forks 2	West Forks	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
West Forks 4	West Forks	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
West Forks 6	West Forks	Somerset	Weyerhaeuser	Indenture/Easement	Som-5099-334	11/18/2016
HDD Temporary Workspace	West Forks PLT	Somerset	Weyerhaeuser	Quitclaim Deed with Covenant	Som-5496-134	11/14/2019
Wiscasset Maine Yankee access road	Wiscasset	Lincoln	Maine Yankee	Deed	Lin-670-312	10/14/1970

FILED FOR RECORD AT THE REQUEST OF:
WEYERHAEUSER COMPANY
220 Occidental Avenue South
Seattle, WA 98104
Attn: Paul Hill
File No. 912-19.16-0010

INDENTURE AND EASEMENT AGREEMENT

17th THIS INDENTURE AND EASEMENT AGREEMENT (the "Agreement"), dated this day of November, 2016, is by and between WEYERHAEUSER COMPANY, a Washington corporation, successor by merger to Plum Creek Maine Timberlands, L.L.C., hereinafter called "Grantor," and CENTRAL MAINE POWER COMPANY, a Maine corporation, and its successors and assigns, hereinafter collectively called "Grantee." Grantor's and Grantee's addresses are set forth in Section 26 herein.

Grantor, for and in consideration of \$1.00 and other valuable consideration received by Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, subject to all of the terms and conditions described herein, a permanent non-exclusive easement and right-of-way for the use and maintenance of existing roads (hereinafter, the "Road") over, upon, along, and across lands located in the County of Somerset, State of Maine (the "Servient Estate") depicted on that certain Plan Depicting Roadways and Easements to be recorded of even date as this Agreement.

The easement and right-of-way described above is hereinafter referred to as the "Easement."

The above grant and conveyance is subject to all matters of public record as of the date of recording of this Agreement.

Grantor and Grantee agree that the rights granted herein shall be subject to the following terms, provisions, and conditions applicable to Grantor, Grantee and their respective successors and assigns:

1. Purpose. This Easement is granted for purpose of maintaining, repairing, and using the Road for ingress and egress to Grantee's property for all lawful residential, commercial and industrial uses and developments. Grantee's property is more particularly described on Quitclaim Deed With Covenant recorded on even date of this Agreement (the "Dominant Estate").

2. Relocation. Grantor reserves unto itself and its successors and assigns the right at its expense to relocate the Easement, and the Road subject to the condition that, except for distance and curvature, such relocated Easement and Road provides the same type and quality of access as existed prior to such relocation and does not change the point of interconnection on the boundaries

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of the Servient and Dominant Estates without the prior consent of the owner of the Dominant Estate, which consent shall not be unreasonably withheld or delayed. If the location of the Road is changed, Grantor and Grantee shall place of public record an amendment to this Agreement to reflect such relocation.

3. Reserved Rights. Grantor, for itself and its successors and assigns, reserves the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, the Easement and to use the Road in any manner and for any purpose that will not unreasonably interfere with the rights granted hereunder

4. Third Parties. The Easement granted herein is non-exclusive, and Grantor may, in its sole discretion, grant to third parties the right to utilize the Easement or Road for any purpose or purposes reserved to Grantor upon such terms as it chooses; provided, that use by such third party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted hereunder. Nothing herein contained shall be deemed a gift or dedication of any portion of the Easement or Road to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities hereunder shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

5. Maintenance, Repair, Improvement.

5.1 Maintenance.

(a) For purposes of this Agreement, "maintenance" is defined as the work normally necessary to preserve and keep the Road and appurtenant Road facilities (such as bridges, culverts, gates, ditches and brushing) as nearly as possible in their present condition or as hereafter improved, and shall include repairs, reconstruction, and resurfacing (except for repairs, reconstruction or resurfacing described in Paragraph 5.2 hereof) and noxious weed control. The cost of maintenance shall be allocated on the basis of respective uses of the Road. When any party uses the Road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance occasioned by such use as hereinafter provided. During periods when the Road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of the Road so used to the standards existing at the time use is commenced, and shall follow all applicable laws, rules and regulations and Best Management Practices of the State of Maine available from the Maine Department of Conservation, Maine Forest Service, as the same may be amended from time to time (hereinafter, "BMPs").

(b) During periods when more than one party is using the Road, or a portion thereof, each party's share of maintenance shall be pro rata in proportion to its intensity of use thereof. If necessary, and at the request of either party, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(i) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed, at a reasonable and agreed upon rate, the maintenance of the Road or the portion thereof being used; and

(ii) A method of payment by which each party using the Road or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining, the Road or portion thereof.

5.2 Improvement. For the purposes of this Agreement, "improvement" is defined as the work necessary to surface, resurface, widen, recondition or replace the Road and appurtenant Road facilities (such as bridges, culverts, gates, ditches and brushing) to a higher or greater standard than that prevailing on the date of this Agreement. When any existing or planned use of lands accessed by the Road described herein will result in use of the Road in excess of its design elements, design standards, and/or road maintenance standards, the party responsible for such existing or planned use shall likewise be responsible for any additional costs that are necessary to meet design elements, design standards, and/or road maintenance standards that can accommodate such existing or planned use (as well as other existing uses).

5.3 Notification. Grantee shall provide to Grantor written notification not less than ten (10) business days prior to commencing any maintenance or improvement activities within the Easement. Written notification shall include the following:

- (a) The constructing party's name, address and phone number;
- (b) A legal description and map showing the location of proposed activities;
- (c) Name, company name, address and phone number of individual and/or company performing maintenance or improvement activities; and
- (d) Description of the scope of any such maintenance or improvement activities.

Grantee shall also provide to Grantor written notification within five (5) business days of completion of any maintenance or improvement activities.

6. Structures and Gates. Grantee may not construct any structures, including, without limitation, gates or fences, along or across the Easement without the prior written permission of Grantor, which permission may be withheld in Grantor's sole discretion. Both parties acknowledge and agree that Grantor may control the access granted hereunder by a locked gate and such other measures reasonably necessary to prevent unauthorized vehicle access. The party constructing any locked gate shall ensure that the other party has a key or access code to the gate. Both parties agree that such gate will be closed and locked at all times except when authorized use of the Road by Grantor, Grantee or their respective permittees requires that it be open. The parties hereto shall use their reasonable efforts to prevent unauthorized vehicle traffic behind such gate.

7. No Protest Clause. As a material term of this Agreement, and as partial consideration for the Easement granted herein, Grantee agrees to cooperate in good faith with Grantor or Grantor's successors or assigns on any future development plans on property owned by Grantor or one of its affiliates. Further, Grantee, for itself, and its successors and assigns, agrees to not protest any future use, design, construction or reconstruction of the Roads that are subject of the Easement granted herein.

8. Road Users' Association. Grantee acknowledges and agrees, for itself and its successors and assigns, that the Easement and Road may be utilized now or in the future by additional persons. In such event, Grantor shall have the right to require Grantee to form or become a member of a non-profit road users' association or homeowners' association pursuant to the Maine Nonprofit Corporation Act. The association shall be responsible for the Grantee's share of maintenance and improvement obligations arising under this Agreement. Grantee shall be responsible for the payment of dues and other charges under the association's governing documents. The president of the association shall be the sole point of contact with respect to the Grantee's obligations under this Agreement and the association shall inform the Grantor whenever the president's name and/or address have changed. Notice to the association by the Grantor as may be required or allowed under this Agreement shall be deemed sufficient when addressed to the last name and address of the president provided to the Grantor by the association. Grantee will provide periodic updates at least once per year to the Grantor on all Road maintenance, repair, and improvement activities undertaken by the association.

9. Road Damage. Each party using any portion of the Road shall repair or cause to be repaired at its sole cost and expense that damage to the Road occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Road. Should inordinate damage to the Road occur which is not caused by an authorized user of the Road, the parties hereto shall meet to agree on the cost and method of replacement or repair, and the shares of repair or replacement cost to be borne by each user of the Road.

10. Damages. Grantee shall pay for all damages, including but not limited to timber, crops and grazing lands located within the Easement or adjacent thereto arising out of Grantee's use or maintenance of this Easement.

11. Condition and Use of Easement. Grantor makes no warranties as to the current state of the Easement or the Road, or likely future condition of the Easement or Road. Grantee acknowledges that the Road will be used for a wide range of activities, including but not limited to, the use of heavy vehicles and for logging activities. All parties using the Easement or Road do so at their own risk, and nothing in this Agreement shall be construed to impose any liability for injuries to persons or property against Grantor by reason of neglect or failure to maintain the Easement or the Road located thereon. Grantee shall comply with all governmental laws, ordinances, rules and regulations and BMPs applicable to the construction, reconstruction, maintenance, repair, improvement, or use of the Easement.

12. Right-of-Way Timber. Grantor reserves to itself and its successor and assigns all timber now on or hereafter growing within the Easement, which Grantor may harvest and remove at any time. Upon prior written notice to Grantor, Grantee shall have the right to cut timber within the Easement to the extent necessary for maintaining or improving the Road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by Grantor and decked along the Road for disposal or removal by Grantor.

13. Wet Weather Use. Grantee may not haul heavy loads over the Roads during excessively wet periods, as determined by Grantor in its reasonable discretion, unless Grantee upgrades the Roads to meet Grantor's standards for wet weather hauling. Such standards shall

include but not be limited to hard rock surfacing, adequate drainage installation and sediment control measures. In accordance with Paragraph 5 above, Grantee shall notify Grantor prior to any upgrade work being performed and must obtain Grantor's written approval of such upgrades prior to commencement of its hauling activities.

14. Suspension of Use. In the event that use of the Roads endangers or is likely to endanger the timber, any roads, or other property of the Grantor, Grantor may suspend the use on the Roads by Grantee during the period of danger or potential danger. Such suspension shall be based on reasonable grounds which may include, but not be limited to:

- (a) Weather conditions resulting in fire closure of the area or fire hazard; or
- (b) Conditions wherein continued use would result in excessive damage to the Road; or
- (c) Conditions where continued use would create danger to lives or property.

Notwithstanding the foregoing, so long as Central Maine Power Company, or a successor that is a public utility doing business in the State of Maine, is the Grantee hereunder, Grantee may use the Roads at any and all times during periods of Emergency. "Emergency", for the purposes of this paragraph is defined as any period in which there is an outage and/or in which Grantee's electric transmission and/or appurtenant facilities, in the sole discretion of the Grantee, have been damaged or are threatened to be damaged. Damage or threatened damage may be caused by, but is not limited to, electrical faults, structural failure, weather, fire, seismic activity, animals, acts of vandalism or acts of violence. Grantee will notify Grantor, as soon as reasonably practicable, of use of the Roads during periods of Emergency and will promptly restore or repair the Roads to their condition prior to the period of Emergency upon cessation of use.

15. Personal Insurance. All persons using the Easement for any purpose shall obtain and maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State of Maine and customary in the area of the Easement.

16. Non-Residential Use of Easement. As described in Section 1 herein, Grantee may use the Easement in connection with non-residential uses on the Dominant Estate. As a condition to such use, Grantee must first (a) provide written notice to Grantor specifying the nature of the non-residential uses and (b) comply with the insurance requirements set forth in this Section 16. For the purposes of this Agreement any use of the Dominant Estate for anything other than private residences shall be a "non-residential use". In the event the Easement is to be used in connection with non-residential uses on the Dominant Estate, the following insurance requirements shall apply.

A. Commercial Insurance. Prior to any non-residential use of the Road, Grantee shall obtain and maintain, throughout the period of such use, liability insurance issued in a form and by an insurance company acceptable to Grantor. Coverage requirements shall be as follows and have an **AM Best's Key Rating Guide of B+ VI (financial class) or better rating, provided that Grantee may self insure up to the first \$1,000,000 of any coverage:**

i. Commercial General Liability Insurance to include minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate Combined Single Limit Bodily Injury, Death and Property Damage. Extension of coverage to include Comprehensive Form, Premises and Operations, Contractual Liability, Products and Completed Operations, Independent Contractors, Personal Injury, Broad Form Property Damage, Cross Liability, and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground).

ii. Comprehensive Automobile Liability insurance covering owned, non-owned, hired and other vehicles, with a combined single limit of \$1,000,000 per occurrence Combined Single Limit Bodily Injury, Death and Property Damage.

iii. The policies specified above shall include an endorsement which shall name Grantor together with its subsidiaries and affiliates (collectively the "Weyerhaeuser Companies") as additional insureds on a primary basis for the term of the temporary commercial use. The additional insured endorsement must be ISO CG20 10 11 85 (or other form with like wording).

iv. The policies specified above shall include an endorsement which shall provide that Grantor, at the address in Section 26 herein, will be given a 30 - day written notice prior to cancellation, coverage modification or other material change in the policy. No such cancellation, modification or change shall affect Grantee's obligation to maintain the insurance coverages required by this Agreement.

v. All liability coverages must be on an "occurrence" basis as opposed to "claims made."

vi. All such insurance shall be in a form and company acceptable to Grantor sufficient to protect Grantee, its contractors and their subcontractors, to the extent that they are involved in the work, and Grantor against the claims of third persons, and to cover claims by Grantor against Grantee, its contractor and their subcontractors for which Grantee has assumed liability under this Agreement.

vii. If requested by Grantor, Grantee shall furnish to Grantor a certificate of insurance dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Grantor and containing a representation that coverage of the types listed herein is provided with the required liability limits and the stated endorsements. Grantor reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificate(s) of insurance shall be issued to Grantor at the address in Section 26 herein.

viii. If Grantee retains the services of any contractor, Grantee shall cause each contractor to maintain insurance coverages and limits of liability of the same type and the same amount as are required of Grantee under this Agreement. Grantee shall obtain, prior

to the commencement of the contractor's services, the required certificates of insurance and additional insured endorsements, if requested by Grantor.

B. Periodic Review. The insurance limits and coverages set forth in Section 16(A) above shall be reviewed periodically, but no more often than every five (5) years, by the parties and changed to prevent and erosion of the effective limits but not more often than once every five years. *Provided, however,* that the minimum limits shall never be less than those set forth in paragraph 16(A)(i) above without an amendment to this agreement.

17. Indemnification. Grantee shall assume all risk of, and indemnify and hold harmless, and at its expense defend Grantor and Weyerhaeuser Companies from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whatsoever, including but not limited to Grantor and the Weyerhaeuser Companies, their employees, agents, or contractors, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Grantor and the Weyerhaeuser Companies, their employees, agents or contractors, or any fire, resulting partly or wholly, directly or indirectly from Grantee's exercise of the rights herein granted; provided, however, that Grantee's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property resulting from the sole negligence of Grantor and the Weyerhaeuser Companies.

18. Liens. Grantee shall keep the Easement and the Servient Estate free from liens arising in any manner out of the activities of Grantee and shall promptly discharge any such liens that are asserted. If Grantee fails to fulfill this obligation, the owner of the Servient Estate may do so, in which event Grantee shall pay all costs and expenses incurred by the owner of the Servient Estate in connection therewith plus costs and interest at the rate of the lesser of twelve percent (12%) per annum or the maximum permitted by law.

19. Taxes. Grantee shall pay all taxes and/or assessments that may become chargeable against this easement, if separately assessed by statute.

20. Termination. If Grantee determines that the Easement, or any portion thereof, is no longer needed, this Agreement shall terminate with respect to such Easement access or parcel that is determined to be no longer of use by Grantee. Any termination under this paragraph shall be evidenced by a statement in recordable form furnished by Grantee to Grantor or its successor(s) or assign(s) in interest; provided, however, that any liability or obligation incurred or owed by Grantee prior to the recording of such statement shall survive the termination of this Agreement. Grantor shall have the right to dedicate all or any portion of the Road to the state, county or municipality as a public road, in which event the Easement on the portion so dedicated shall terminate.

21. Default. Failure of Grantee to perform any of material obligations hereunder shall constitute a default. Upon default, Grantor shall notify Grantee in writing, describing the nature of such default and the action necessary to cure the default. Grantee shall have thirty (30) days following its receipt of a notice to cure the default, unless it appears that Grantee has commenced to cure the default in good faith and has diligently continued to pursue such curing, but has been unable to complete the same within said 30-day time period due to the nature of the default or

other causes beyond the control of Grantee, in which case the time period shall be extended accordingly; provided, however, that no extension shall be afforded for a default in the payment of a monetary obligation. In the event Grantee fails to cure the breached obligation during the prescribed cure period, as the same may be extended, Grantor shall be entitled to exercise all rights and remedies available to it at law or equity, including but not limited to specific performance pursuant to the terms of this Agreement without the necessity of posting a bond. In the event of a monetary default that has not been cured within the cure period, in addition to any other remedies available at law or in equity, Grantor shall have a lien against the Dominant Estate as set forth in the next succeeding paragraph.

21.1 Creation of the Lien and Personal Obligation of Assessments. As provided above, in the event of a monetary default on the payment of any amount due hereunder that has not been cured within the cure period provided hereinabove, in addition to any other remedies available at law or in equity, Grantee agrees that Grantor shall have a lien against the Dominant Estate to secure payment of all amounts due hereunder. Grantor has a lien on the Dominant Estate for any amount due hereunder from the time of the recording of a Lien Certificate, in the form attached hereto as **Exhibit "A"**, in the Registry of Deeds in the County in which the Dominant Estate is located. Grantor's lien may be foreclosed in like manner as a mortgage on real estate. A lien under this section is prior to all other liens and encumbrances on the Dominant Estate except: (1) Liens and encumbrances recorded before the recordation of the Lien Certificate; and (2) Liens for real estate taxes and other governmental assessments or charges against the Dominant Estate. A lien for unpaid amounts is extinguished unless proceedings to enforce the lien are instituted within 20 years after the unpaid amount first becomes due. This section does not prohibit actions for damages to recover amounts due hereunder.

21.2 Personal Obligation. Grantee, by acceptance of this Indenture and Easement Agreement shall be deemed to covenant for Grantee, and Grantee's successors and assigns, to pay Grantor the assessments and charges as provided in this Agreement. All such assessments and charges, together with interest thereon and cost of collection thereof, as provided in this Agreement, shall be a charge on the Dominant Estate with respect to which such assessments and charges are made and shall be a lien against such Dominant Estate. Each such assessment and charge, together with interest thereon and costs of collection thereof, shall be secured by said lien and also shall be the personal obligation of the Grantee who is the owner of the Dominant Estate at the time when the assessment fell due.

22. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The Easement is an easement appurtenant to the Dominant Estate and subject to the limitation in Section 1 hereof any of Grantee's other lands and easements that make up a continuous transmission line corridor connecting to the Dominant Estate, and may not be transferred separately from, or severed from, title to the Dominant Estate. Furthermore, the benefits of the Easement shall not be extended to any properties other than the Dominant Estate without the consent of the owners of the fee simple interest of the Servient Estate.

23. Invalidity. In the event any portion of this Agreement should be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not affect the

remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement is thereby defeated.

24. Costs and Attorneys' Fees. If any party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not an arbitration or legal proceeding is commenced, the substantially prevailing party or parties shall be entitled to recover from the other reasonable attorneys' fees and other costs incurred, regardless of whether at trial, on appeal, in any bankruptcy proceeding, in an arbitration or without resort to suit. Attorneys' fees covered by this paragraph include, without limitation, fees incurred without resort to suit, at trial, in an arbitration proceeding, in bankruptcy proceedings to modify or vacate any automatic stay of such legal action or proceeding, in appeals, and in post-judgment collection services. Costs covered by this paragraph include, without limitation, the costs of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, and title insurance premiums.

25. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Maine.

26. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date that is, (i) personally delivered, (ii) overnight courier service, (iii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iv) dispatched by electronic mail (email) transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy sent by overnight courier service no later than the day after transmission) to the parties' addresses set forth below. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail; or if sent via email, the date upon which such email was transmitted, provided the sender of such email notice receives confirmation of receipt from the recipient via return email or another acceptable notice method. Notices shall be addressed as follows:

Grantor:	Weyerhaeuser Company 19 Loggers Circle Bingham, ME 04920 Attn: John Ackley E-Mail: john.ackley@weyerhaeuser.com
And to:	220 Occidental Avenue South Seattle, Washington 98104 Attention: Legal Department
Grantee:	Central Maine Power Company 83 Edison Drive Augusta, ME 04336 Attention: Real Estate Services
And to:	Central Maine Power Company

83 Edison Drive
Augusta, ME 04336
Attention: Legal

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

GRANTEE:

BUYER: CENTRAL MAINE POWER COMPANY

By: *Sara J. Burns*
Sara J. Burns

Its: President & Chief Operating Officer

By: *Eric Stinneford*
Eric Stinneford

Its: Vice President, Controller, Treasurer & Clerk

ACKNOWLEDGMENT

State of Maine
Kennebec, ss

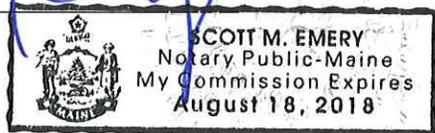
November 17th, 2016

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

Before me, *Scott M. Emery*

Notary Public

My commission expires:



SEAL

State of Maine
Kennebec, ss

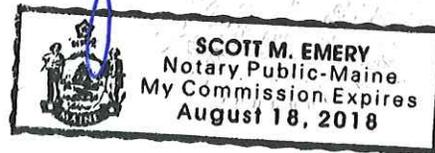
November 17th, 2016

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

Before me, *Scott M. Emery*

Notary Public

My commission expires:



SEAL

EXHIBIT "A"

LIEN CERTIFICATE AND NOTICE OF CLAIM UNDER INDENTURE AND EASEMENT AGREEMENT BETWEEN WEYERHAEUSER MAINE TIMBERLANDS, L.L.C., AND

1. Reference Data

- (a) Claimant: WEYERHAEUSER COMPANY ("Claimant").
(b) Claimant's Address: 220 Occidental Avenue South, Seattle, Washington 98104
(c) Dominant Estate Owner:
(d) Dominant Estate Owner's Address:
(e) Description of Dominant Estate:
(f) Mortgagee: (whether one or more than one, "Mortgagee").

2. Lien Certificate and Notice of Claim

Claimant hereby claims a lien against the Dominant Estate in the amount of \$ for the sums due by the Dominant Estate Owner pursuant to Section 19 of that certain Indenture and Easement Agreement, dated , and recorded in the Registry of Deeds in Book , Page .

IN WITNESS WHEREOF, Claimant has affixed his/her name hereto and has signed and sworn to this Certificate or has caused Claimant's name to be affixed hereto by a person acting in Claimant's behalf who signed and swore to this Certificate.

Dated at , Maine this day of , 20.

CLAIMANT

WEYERHAEUSER COMPANY

By:
Name:
Title:

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this ____ day of _____, 20____, I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Weyerhaeuser Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for the
State of Washington
Residing in _____
My Commission Expires: _____
Printed Name: _____

Exhibit - Documents

ROAD ACCESS EASEMENT AGREEMENT

THIS ROAD ACCESS EASEMENT AGREEMENT (the "Agreement"), dated this 14th day of April, 2017, is by and between E.J. CARRIER, INC., a Maine corporation, hereinafter called "Grantor," and CENTRAL MAINE POWER COMPANY, a Maine corporation, and its successors and assigns, hereinafter collectively called "Grantee."

Grantor, for and in consideration received by Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, subject to all of the terms and conditions described herein, a permanent non-exclusive easement and right-of-way for the use and maintenance of existing roads (hereinafter, collectively the "Access Roads") over, upon, along, and across lands of Grantor located in Beattie Township (T2 R8 WBK), Franklin County, State of Maine, depicted on that certain Plan Depicting Roadways and Easements to be recorded of even date as this Agreement. The easement and right-of-way described above is hereinafter referred to as the "Easement."

Grantor and Grantee agree that the rights granted herein shall be subject to the following terms, provisions, and conditions applicable to Grantor, Grantee and their respective successors and assigns:

1. Purposes and Uses. Without limiting the generality of the foregoing grant of easement rights, Grantor agrees that Grantee shall have the right to use the Easement for purpose of maintaining, repairing, and using the Access Roads for ingress and egress to Grantee's Property for all lawful purposes, uses and developments, including for purposes of constructing and utilizing an Access Road for access to and from the public way and the Grantee's Property, any adjoining property of Grantee and its electric transmission facilities as currently exist or may be developed in the future (collectively, the "Premises"), including without limitation by foot, vehicle and heavy equipment. Grantee shall have the right to cut and remove trees, brush, rocks, and other obstructions within the Access Roads, fill depressions, roughly grade the surface, install culverts and support structures, and the right, without obligation and at Grantee's sole option and cost, to improve the Access Roads for the purpose of constructing an access road. Grantee shall pay Grantor reasonable compensation for any timber removed during construction or Grantor may elect to remove such timber as necessary. The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the Easement, including but not limited to the right to enter upon the Access Roads and to travel and transport materials and equipment over and upon the Access Roads.

2. Grantor's Continued Use of Access Roads. Grantor shall retain full use of the Access Roads and the right to grant licenses or easements to others to use the Access Roads.

3. Emergency Closure. Subject to Section 12 below, Grantor, in its sole discretion, except during periods of Emergency, as defined below, may determine the Access Roads are not suitable for travel and restrict the use of the Access Roads or close the Access Roads to travel.

4. Road Maintenance, Repair and Relocation Rights. Grantee and Grantor agree to maintain the Access Roads to the extent of their respective use. During periods when both Grantee and Grantor are using the Access Roads at the same time, Grantee and Grantor will agree to a joint maintenance schedule and/or cost allocation based on their respective use. Without limiting the foregoing:

a. Grantor's Right to Relocate, Maintain and Repair. Grantor reserves the right to relocate, repair, reconstruct, improve and maintain the Access Roads as Grantor deems appropriate, and in such case, the right as needed to interrupt traffic to accomplish such purposes, provided, however, that such resulting relocation will not materially impair Grantee's access to the Premises. In the event Grantor relocates the Access Roads or any portion thereof, the Easement shall apply to such relocated Access Roads, and Grantee shall have the right, but not the obligation, to record an instrument in the registry of deeds reflecting the relocated access road without the need for a formal amendment of this Agreement.

b. Grantee's Right to Relocate, Maintain and Repair. Following the provision to Grantor of at least five (5) business days prior notice and subject to the following requirements, Grantee may repair, reconstruct and improve the Access Roads at its sole cost provided that all such repairs, reconstruction and improvements are in accordance with all laws, regulations and ordinances. Grantee shall follow current, generally accepted best management practices ("BMPs") for erosion control and water quality protection as described in the current version of the Maine Department of Conservation's Maine Forest Service, "Best Management Practices for Forestry: Protecting Maine's Water Quality" published in 2004 or as amended or replaced from time to time. Grantee shall provide Grantor with written notification at least ten (10) business days prior to commencing any construction or maintenance activities to a road, bridge, culvert or ditch with potential impact to any perennial stream. Grantee shall also provide Grantor with notification within five (5) business days of completion of any such construction and maintenance activities. Grantee shall have the right to relocate the Access Roads, or parts thereof, upon receiving written approval from Grantor and upon written request by Grantee. The written request must be received by Grantor no less than 45 days before relocation activities are scheduled to begin and include a plan showing the proposed location of the relocated access road or part thereof. Grantee shall pay Grantor reasonable compensation for permanent loss of timber harvesting revenue in connection therewith. In addition, Grantee shall compensate Grantor at market prices for hardwood and softwood timber removed to construct the relocated access road or part thereof.

5. Permits and Approvals. Grantee shall be responsible for obtaining all required permits or approvals necessary for Grantee to use, repair, reconstruct or improve the Access Roads.

6. Compliance with Laws. Grantee's use of the Access Roads shall be in compliance with all applicable laws, rules, orders, ordinances, and regulations of the town, county, state, and federal government or agency thereof at any time issued or in force applicable to the Access Roads.

7. Use of Gates. At any time Grantee shall have used Grantor's gates, it shall ensure that they have been secured and shall replace any barriers to substantially their current condition following Grantee's use of the Access Roads. Grantee and Grantor shall have a dual lock or similar arrangement to provide Grantee access through Grantor's gates.

8. Existing Condition of Roads. Grantee is fully familiar with the condition of the Access Roads and Grantor's property over which such roads cross. Grantor has made no representations of whatever nature as to the condition of the Access Roads or said Grantor's property. Grantee accepts Access Roads and said Grantor's property in "AS IS" condition.

9. Emergency Use. Grantee may use the Access Roads at any and all times during periods of Emergency, which is defined as any period in which there is an outage and/or in which Grantee's electric transmission and/or appurtenant facilities, in the sole discretion of the Grantee, have been damaged or are threatened to be damaged. Damage or threatened damage may be caused by, but is not limited to, electrical faults, structural failure, weather, fire, seismic activity, animals, acts of vandalism or acts of violence. Grantee will notify Grantor, as soon as reasonably practicable, of use of the Access Roads during periods of Emergency and will restore or repair the Access Roads to their condition prior to the period of Emergency upon cessation of use.

10. Coordination of Use. Grantee will coordinate use of the Access Roads with Grantor during periods of construction, reconstruction or extended maintenance of Grantee's electric transmission facilities and appurtenant facilities to minimize impact to Grantor's forest management activities, including, but not limited to timber harvesting, tree planting, pre-commercial thinning operations, timber stand improvement, controlled burns, fire suppression, herbicide and pesticide applications, forest road building and reconstruction.

11. Temporary Access. In addition to the permanent easement rights with respect to the Access Roads Grantee shall have the right to use and improve existing roads, skid roads or trails for temporary access between the Access Roads and the Premises under the terms and conditions of this Agreement and the following additional terms and conditions:

a. Grantee shall identify and notify Grantor of its intention, subject to approval by Seller (said approval not to be unreasonably withheld or delayed), to use such roads, skid roads or trails as Grantee deems necessary or convenient to facilitate construction or maintenance of Grantee's facilities on the Premise. Grantor shall cooperate with Grantee to locate other suitable locations for access should Grantor's request be denied in whole or part.

b. The temporary use by Grantee of such existing roads, skid roads or trails shall be at no cost to the Grantee except that Grantee shall pay Seller for any merchantable timber damaged or cut in connection with Grantee's use based on the reasonable compensation determined in good faith by Grantee and Grantor for the loss in timber harvesting revenue with respect thereto.

c. Grantee will be responsible for any improvement or maintenance of the road and the costs, if any, to restore or stabilize the road after use.

d. In the event Grantee desires temporary access between any of the Access Roads and the Premises where there is no existing road, skid road or trail, Grantor and Grantee shall negotiate in good faith to determine the reasonable compensation for loss of timber harvesting revenue, and Grantee shall pay Grantor for such loss. Grantor may elect to cut and remove any timber necessary to facilitate such temporary access.

e. Grantor shall grant Grantee a license, letter of permission or other such agreement reasonably suitable to Grantor and Grantee stating the location and duration of use and the condition the Grantee is to leave the road, skid road or trail at the end of Grantee's use. In the event Grantee creates a temporary access road hereunder, Grantee shall be responsible for the costs of constructing and maintaining any such access road.

12. Indemnity. Grantee shall release, defend (at Grantor's option), indemnify and hold harmless Grantor and its affiliates and the directors, officers, employees, agents, contractors, successors and assigns of Grantor and its affiliates from and against all liabilities, penalties, claims, demands, damages, costs (including attorney's fees), expenses, and judgments (collectively "claims") arising from or related to any and all negligent or intentional acts or omissions of Grantee, or its employees, invitees, contractors, or agents, to the extent caused thereby, related to the Access Roads or any part thereof, including, but not limited to, claims resulting from the presence or release of hazardous material (as defined by federal and state statutes and regulations) on the Access Road or claims resulting from the acts or omissions of Grantee in proximity to the Access Road; but excluding claims to the extent resulting from the negligence or intentional misconduct of Grantor or the release of hazardous materials at the Access Roads by Grantor or by persons other than Grantee, its agents, employees, contractors and invitees.

13. Non-interference. The Grantor shall not erect any building or structure on, place or store any materials on, obstruct, grade, excavate, fill or flood the Road Access, or otherwise use the Access Roads in any manner which (i) may interfere with the exercise of the Easement by Grantee, its successors and assigns or (ii) which may create a hazard, in each case as determined by the Grantee, its successors and assigns, in its or their sole and absolute discretion. Grantor agrees to not grant, assign or otherwise release all or any part of this Easement or otherwise transfer any interest herein, or permit any third party use of the Access Roads that will materially impair the rights of the Grantee without the prior written consent of Grantee which consent shall not be unreasonably withheld.

14. Abandonment. No cessation of use of all or any portion of said easements or rights or of the Access Roads by Grantee shall be deemed an abandonment thereof resulting in the termination of any aspect of the easements and/or rights or of the Access Roads, unless the holder of same at the time of such cessation of use or operation, records in the county registry of deeds a written instrument terminating its rights in such easement or rights.

15. Amendments. This instrument may only be amended or otherwise modified by an instrument in writing executed by both the Grantee and the then owner of record of the Access

Roads, which writing will become effective upon recording in the Franklin County Registry of Deeds.

16. Taxes. The Grantor's Property and Access Roads subject to the rights and easements granted herein shall remain the property of the Grantor, its successors and assigns, and as such, the Grantor shall pay all real estate and other taxes assessed thereon and all assessments payable with respect thereto, including those for improvements made by Grantee.

17. Road Damage. Each party using any portion of the Access Roads shall repair or cause to be repaired at its sole cost and expense that damage to the Access Roads occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Access Roads. Should inordinate damage to the Access Roads occur which is not caused by an authorized user of the Access Roads, the parties hereto shall meet to agree on the cost and method of replacement or repair, and the shares of repair or replacement cost to be borne by each user of the Access Roads.

18. Rights and Obligations. The easements and other rights granted herein are intended to be permanent rights and easements. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The Easement shall benefit the lands of Grantee conveyed by Grantor to Grantee on or near the date hereof and recorded in the Franklin County Registry of Deeds at 310², Page 329 ("Grantee's Property") and shall be appurtenant to the Grantee's Property and any of Grantee's other lands and easements that make up a continuous transmission line corridor connecting to Grantee's Property.

19. Invalidity. In the event any portion of this Agreement should be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement is thereby defeated.

20. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Maine.

21. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date that is, (i) personally delivered, (ii) overnight courier service, (iii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iv) dispatched by electronic mail (email) transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy sent by overnight courier service no later than the day after transmission) to the parties' addresses set forth below. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail; or if sent via email, the date upon which such email was transmitted, provided the sender of such email notice receives confirmation of receipt from the recipient via return email or another acceptable notice method. Notices shall be addressed as follows:

Grantor: E.J. Carrier, Inc.
P.O. Box 489
Jackman, ME 04945

Grantee: Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Attention: Real Estate Services

And to: Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Attention: Legal

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

[signature pages to follow]

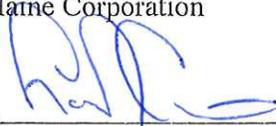
IN WITNESS WHEREOF, E.J. Carrier, Inc. has caused this instrument to be executed on its behalf by its duly authorized undersigned representative, this 14th day of April, 2017.

Signed, Sealed and Delivered
in presence of:

E.J. CARRIER, INC.
a Maine Corporation



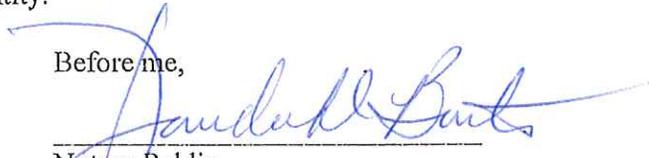
Witness

By: 
Printed: Larry R. Carrier
Its: President

STATE OF MAINE
County of Somerset

On April 14, 2017, personally appeared the above-named Larry R. Carrier, President of E.J. Carrier, Inc. in his said capacity, and acknowledged the foregoing to be his free act and deed and the free act and deed of said entity.

Before me,


Notary Public

Printed Name: Davida D. Barter

My commission expires: 3/16/2020

SEAL

GRANTEE:

CENTRAL MAINE POWER COMPANY

By: *Sara J. Burns*
Sara J. Burns

Its: President & Chief Operating Officer

By: *Eric Stinneford*
Eric Stinneford

Its: Vice President, Controller, Treasurer & Clerk

ACKNOWLEDGMENT

State of Maine
Kennebec, ss

March 17, 2017

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

Before me,

Rhonda C. Gillespie

Notary Public

My commission expires:

RHONDA C. GILLESPIE
NOTARY PUBLIC
State of Maine
My Commission Expires June 6, 2019

State of Maine
Kennebec, ss

March 17, 2017

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

Before me,

Rhonda C. Gillespie

Notary Public

My commission expires:

RHONDA C. GILLESPIE
NOTARY PUBLIC
State of Maine
My Commission Expires June 6, 2019

3064

PERSONAL WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS

That HOLLINGSWORTH & WHITNEY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having its principal place of business at Boston, County of Suffolk and said Commonwealth of Massachusetts, in consideration of One Dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine, and having its office and principal place of business at Augusta, in the County of Kennebec and said State of Maine, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said Central Maine Power Company, its successors and assigns forever, four certain lots or parcels of land:

Revenue
stamps for
\$8.80.

Parcel #1. A certain lot or parcel of land situated in T.2 R.3, B.K.P.,E.K.R. (known as Bald Mountain), in the County of Somerset and State of Maine, more particularly bounded and described as follows: A strip of land 300 feet in width extending from land now or formerly of Great Northern Paper Company at the southerly line of The Forks Plantation in a southerly direction to land now or formerly of Great Northern Paper Company at the easterly line of Caratunk Plantation, and containing about 48.8 acres. The westerly boundary of said strip being parallel with and 225 feet distant westerly from, and the easterly boundary being parallel with and 75 feet distant easterly from the following described survey line: Beginning at a point in the southerly line of The Forks Plantation, said point being about 890 feet distant easterly from the northeasterly corner of Caratunk Plantation measured along the said southerly line; thence S 4° 15' E a distance of about 6905 feet to a point in the easterly line of the said Caratunk Plantation, said point being about 7000 feet distant southerly from the southerly line of the said The Forks Plantation measured along the said easterly line. Said survey line being located for the Grantee's proposed 115KV transmission line from Indian Pond to Wyman Station as now staked out along said strip and the projection of said survey line.

Parcel #2. A certain lot or parcel of land situated in T. 2, R. 3, B.K.P.,E.K.R., (known as Bald Mountain), in the County of Somerset and said State of Maine, more particularly bounded and described as follows: A strip of land 300 feet in width extending from land now or formerly of Great Northern Paper Company at the easterly line of Caratunk Plantation in a southeasterly, southerly, and southwesterly direction to land now or formerly of Great Northern Paper Company at the said easterly line of Caratunk Plantation, and containing about 174.9 acres. The southwesterly, westerly, and northwesterly boundaries of said strip being parallel with and 225 feet distant southwesterly, westerly, and northwesterly from, and the northeasterly, easterly, and southeasterly boundaries of said strip being parallel with and 75 feet distant northeasterly, easterly, and southeasterly from the following described survey line: Beginning at a point in the easterly line of the said Caratunk Plantation, said point being about 7150 feet distant southerly from the southerly line of The Forks Plantation measured along the said easterly line; thence S 30° 22' E a distance of about 5938 feet to an angle point; thence S 14° 38' E a distance of about 12,510 feet to an angle point; thence S 5° 22' W a distance of about 2135 feet to an angle point; thence S 14° 0' W a distance of about 4113 feet to an angle point; thence S 8° 47' W a distance of about 736 feet to a point in the said easterly line of the said Caratunk Plantation, said point being about 4130 feet distant northerly from the southwesterly corner of said Bald Mountain measured along the said easterly line. Said survey line being a projection of the survey line referred to in Parcel #1.

Parcel #3. A certain lot or parcel of land situated in Moscow, County of Somerset and said State of Maine, more particularly bounded and described as follows: A strip of land 300 feet in width extending from land now or formerly of Great Northern Paper Company at the southerly line of Caratunk Plantation in a southwesterly direction to land now or formerly of Bingham Land Company, (known as Lot 9, Range 3), and containing about

86.4 acres. The northwesterly boundary of said strip being parallel with and 225 feet distant northwesterly from, and the southeasterly boundary of said strip being parallel with and 75 feet distant southeasterly from the following described survey line: Beginning at a point in the said southerly line of the said Garatunk Plantation, said point being about 1390 feet distant westerly from the southeasterly corner of the said Garatunk Plantation measured along said southerly line; thence S 8° 47' W a distance of about 883 1/2 feet to an angle point; thence S 38° 17' W a distance of about 3710 feet to a point in the northerly boundary of land now or formerly of the said Bingham Land Company, (known as Lot 9, Range 3), said point being about 362 feet distant westerly from the northeasterly corner of said lot 9, Range 3 measured along said northerly boundary. Said survey line being a projection of the survey line referred to in Parcel #1.

Parcel #4. A certain lot or parcel of land situated in Moscow, County of Somerset and said State of Maine, more particularly bounded and described as follows: A strip of land 300 feet in width extending from the westerly boundary of land now or formerly of Bingham Land Company, (known as Lot 9, Range 3), in a southwesterly direction to the northerly line of land now or formerly of Faustena M. and Clayton E. Andrews, and containing about 43.3 acres. The northwesterly boundary of said strip being parallel with and 225 feet distant northwesterly from, and the southeasterly boundary of said strip being parallel with and 75 feet distant southeasterly from the following described survey line: Beginning at a point in the westerly boundary of land of the said Bingham Land Company, (known as Lot 9, Range 3), said point being about 62 feet distant northerly from the southwest corner of said Lot 9, Range 3, measured along the said westerly boundary; thence S 38° 17' W a distance of about 6301 feet to a point in the northerly boundary of land now or formerly of Faustena M. and Clayton E. Andrews, said point being about 290 feet distant westerly from the town road known as the Chamberlain Hill Road measured along the said northerly boundary. Said survey line being a projection of the survey line referred to in Parcel #1.

Excepting from the premises hereby conveyed such portions of what was formerly the right of way of the Somerset Railway Company and/or the Maine Central Railroad Company as may be located within the boundaries of the said strip described in the above parcels #1 to #4, inclusive.

Excepting and reserving to the Grantor, its successors and assigns, the right to enter upon, travel along and cross over the said strip of land hereinbefore described on foot and with teams, log-haulers or other means of conveyance, and the right to pile or store wood or logs on or along the said strip of land is hereby reserved to the Grantor, its successors and assigns, provided any and all of the within reserved privileges shall be exercised at such times and places and in such manner as will not interfere with any use that may hereafter be made of said strip by said Grantee, its successors and assigns.

And for the consideration aforesaid, the Grantor, its successors and assigns, does hereby convey to the Grantee, its successors and assigns, the perpetual right and easement to cut down, spray, trim and remove such trees, branches and undergrowth as may be located on the hereinbefore reserved portions. The Grantor, for itself and its successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or structure or permit the erection or maintenance of any building or other structure of any kind or nature upon the said hereinbefore reserved portions.

And for the consideration aforesaid, the Grantor, its successors and assigns, does hereby convey to the Grantee, its successors and assigns, the right and easement in common with others entitled to the same to travel along and over such portions of what was formerly the right of way of the Somerset

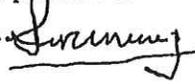
Railway Company and/or the Maine Central Railroad Company, now owned by the Grantor.

TO HAVE AND TO HOLD the aforegranted and bargained premises, rights and easements, with all the privileges and appurtenances thereto belonging, unto the said Central Maine Power Company, its successors and assigns, to its and their use and behoof forever.

And the said Grantor Corporation does covenant with the said Grantee, its successors and assigns, that it will warrant and forever defend the premises to it, the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the said HOLLINGSWORTH & WHITNEY COMPANY has caused its corporate name to be signed and its corporate seal affixed by James L. Madden, its President, hereunto duly authorized, this 22nd day of October, 1954.

Signed, Sealed and Delivered
in presence of

Karl A. 

HOLLINGSWORTH & WHITNEY COMPANY (Cor. seal)
By: James L. Madden
President

Commonwealth of Massachusetts

County of Suffolk ss.

October 22, 1954.

Personally appeared the above-named James L. Madden of Hollingsworth & Whitney 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 Hollingsworth & Whitney Company, before me,

(N. P. seal)

George W. Brady
Notary Public

Somerset, ss. Received October 27 at 7h. 30m. A. M. 1954.

PERSONAL WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS

That HOLLINGSWORTH & WHITNEY COMPANY, a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having its office and principal place of business in Boston, County of Suffolk, said Commonwealth, in consideration of One Dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maine and having its office and principal place of business at Augusta, in the County of Kennebec, said State of Maine, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said Central Maine Power Company, its successors and assigns forever, certain lots or parcels of land situated in Township 1, Range 6, B.K.P.E.K.R., known as Indian Stream, and Township 1, Range 7, B.K.P.W.K.R., known as Sapling, all in the County of Somerset and State of Maine, and in Township 2, Range 6, B.K.P.E.K.R., known as Big Squaw Mountain, County of Piscataquis

Revenue
stamps for
\$28.60.

TEMPORARY ROAD USE AND CONSTRUCTION PERMIT
NO. 1

THIS TEMPORARY ROAD USE AND CONSTRUCTION PERMIT NO.1 (this "Permit"), is made effective the 25 day of March, 2020 (the "Effective Date"), by and between WEYERHAEUSER COMPANY, a Washington Corporation, successor by merger to Plum Creek Maine Timberlands, whose address is 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called "Permitter," and CENTRAL MAINE POWER COMPANY a Maine corporation, whose address is 83 Edison Drive, Augusta, Maine 04336, hereinafter called "Permittee."

BACKGROUND

- A. Permitter owns certain real property located in Somerset County, Maine, which is more particularly described as follows ("Permitter's Property"): Property in Bald Mountain Township as is depicted on Exhibit A attached hereto and incorporated herein by this reference.
- B. Permittee desires to use an existing road (the "Existing Road"), and to construct a new road segment (the "New Road"), on Permitter's Property, which Existing Road and New Road are depicted on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "Roads"), in order to have access to/from adjacent property owned by Permittee and more particularly described as follows (the "Adjacent Property"): NECBC Corridor located in Bald Mountain Township as is depicted on Exhibit "A".
- C. Permittee also desires to obtain temporary permission for access by persons, materials and equipment for construction activities as are reasonably necessary for the construction of the New Road over and across Permitter's Property.
- D. Permitter is willing to accommodate Permittee's foregoing requests, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows:

- 1. Access Permit. Permitter hereby grants to Permittee a permit to use the Roads to access the NECBC corridor to/from the Adjacent Property on a temporary and nonexclusive basis ("Access Permit"). On or before April 1, 2020 Permittee shall execute two (2) originals of this Permit and submit both originals to Permitter together with proof of insurance (as required under Section 13 below.

2. Temporary Construction Permit. Permittor further grants to Permittee a temporary construction permit to accomplish the construction of the New Road ("Temporary Construction Permit"), which, upon completion, will be approximately N/A feet in length and in the location shown on the map attached hereto as Exhibit "A". For purposes of this Permit, "construction" is defined as the work necessary to clear, establish, ditch and flow water from the New Road right of way, install erosion control devices, including, without limitation, culverts and water bars, and establish and construct culvert crossings.
 - (a) All construction activities must be conducted in compliance with all applicable laws, rules and regulations, including, without limitation, the BMPs (as defined below) and SFI (as defined below). Prior to the commencement of any construction activities, (i) a representative of Permittee and a representative of Permittor must meet to review and approve all construction plans, (ii) Permittee shall file a notification of operations with, and obtain any other required notices or permits from, the Maine Department of Agriculture, Conservation and Forestry, and (iii) Permittee shall comply with the insurance requirements of Paragraph 13 herein.'
 - (b) Permittee shall be responsible, at Permittee's expense, for the construction of the New Road. All debris and slash associated with construction shall be removed from Permittor's Property as soon as practicable but in no event more than twenty (20) days following cessation of construction activities.
3. Intentionally Deleted.
4. Term. The term of the Access Permit shall commence on the Effective Date and shall expire on April 1, 2021. Permittee may extend the Permit for another twelve (12) months by giving Permittor written notice prior to expiration of the initial Permit term of its intention to extend the Permit. The term of the Temporary Construction Permit shall commence on the Effective Date and shall automatically terminate on the earlier of (i) the completion of the construction of the New Road, or (ii) the expiration or earlier termination of this Permit.
5. Road Maintenance. All users of the Roads, or any portion thereof, are responsible for maintenance made necessary by their respective use of the Roads or such portion and shall share in the maintenance of the Roads or such portion commensurate with the particular needs and uses of each user. For maintenance activities that benefit all users, the share to be borne by each user shall be proportionate to that user's total intensity of use of the Roads being maintained. For purposes of this Permit, "maintenance" is defined as the work normally necessary to preserve and keep the Roads and appurtenant road facilities as nearly as possible in their condition as improved/constructed by Permittee as described herein. Permittee shall repair any damage to Permittor's Property and the Roads resulting directly or indirectly from Permittee's use thereof. Notwithstanding the foregoing, Permittee is solely responsible for all construction costs as set forth in Paragraph 2(b) above.

6. Notification of Maintenance Activities. In addition to the notice of construction given under Paragraph 2 above, Permittee shall provide to Permitter written notification not less than ten (10) business days prior to commencing any improvement or maintenance activities under this Permit. Written notification shall include the following:

- (a) The improvement or maintenance party's name, address and phone number;
- (b) A map showing the location of proposed activities;
- (c) Name, company name, address and phone number of individual and/or company performing the improvement or maintenance activities; and
- (d) Description of the scope of any such improvement or maintenance activities.

Permittee shall also provide to Permitter written notification within five (5) business days of completion of any improvement or maintenance activities.

7. Condition. Upon termination of this Permit, Permittee shall leave the Roads in as good or better condition than existed following improvement/construction by Permittee as described herein. In the event that Permitter determines, in Permitter's reasonable discretion, that the Roads were not left in the manner required herein, Permittee shall, upon written notification from Permitter, have thirty (30) days to bring the Roads to the required standards. If such work has not been completed by the end of said thirty (30) days, Permitter may bring the Roads to the required standards and will invoice Permittee for the costs of such road work. Permittee shall have fifteen (15) days to pay such invoice. Any payment not made within such time shall accrue interest at 1 1/2% per month and shall be subject to a late fee of 1%.

8. Performance Standards and Compliance with Laws. Whenever Permittee exercises any rights under this Permit, Permittee shall:

- (a) comply with all applicable laws, rules and regulations of any federal, state or local governmental authority relating to its activities under this Permit, and including fire suppression and control, and shall take every reasonable precaution to safeguard timber, immature forests and other property of Permitter from fire;
- (b) take adequate precaution to prevent forest, brush, and grass fires, endeavor with all available personnel to suppress any fire originating on or threatening the Road or any fire caused by Permittee, and do no burning on or near Permitter's Property;
- (c) follow the Best Management Practices of the State of Maine available from the Maine Forest Service, Department of Agriculture, Conservation, and Forestry ("BMPs"), as the same may be amended from time to time;
- (d) follow the requirements of the Sustainable Forestry Initiative 2015-2019 Standard (or any successor standard then in effect) as set forth by SFI, Inc. ("SFI"); and
- (e) perform all improvement, construction and maintenance activities under this Permit in good, lien-free and workmanlike manner and in accordance with the BMPs and SFI

9. Permittee's Equipment. All of Permittee's equipment operating upon the Roads shall be maintained in a good and safe operating condition and shall be operated cautiously so as to minimize accident hazards and hydrocarbon leakage.
10. Wet Weather Use. Permittee may not haul heavy loads over the Roads during excessively wet periods, as determined by Permittor in its reasonable discretion, unless Permittee upgrades the Roads to meet Permittor's standards for wet weather hauling. Such standards shall include but not be limited to hard rock surfacing, adequate drainage installation and sediment control measures. In accordance with Paragraph 6 above, Permittee shall notify Permittor prior to any upgrade work being performed and must obtain Permittor's written approval of such upgrades prior to commencement of its hauling activities.
11. Suspension of Use. In the event that use of the Roads endangers or is likely to endanger the timber, any roads, or other property of the Permittor, Permittor may suspend the use on the Roads by Permittee during the period of danger or potential danger. Such suspension shall be based on reasonable grounds which may include, but not be limited to:
 - (a) Weather conditions resulting in fire closure of the area or fire hazard; or
 - (b) Conditions wherein continued use would result in excessive damage to the Road; or
 - (c) Conditions where continued use would create danger to lives or property.

Notwithstanding the foregoing, so long as Central Maine Power Company, or a successor that is a public utility doing business in the State of Maine, is the Permittee hereunder, Permittee may use the Roads at any and all times during periods of Emergency. "Emergency", for the purposes of this paragraph is defined as any period in which there is an outage and/or in which Permittee's electric transmission and/or appurtenant facilities, in the sole discretion of the Permittee, have been damaged or are threatened to be damaged. Damage or threatened damage may be caused by, but is not limited to, electrical faults, structural failure, weather, fire, seismic activity, animals, acts of vandalism or acts of violence. Permittee will notify Permittor, as soon as reasonably practicable, of use of the Roads during periods of Emergency and will promptly restore or repair the Roads to their condition prior to the period of Emergency upon cessation of use.12.

12. Intentionally Deleted.
13. Insurance. Prior to any construction, repair or maintenance work to be performed and prior to any use of the Roads for commercial purposes, Permittee shall obtain and maintain during the term of this Permit, at Permittee's expense, policies of liability and workers compensation insurance, issued in a form and by an insurance company acceptable to Permittor with a **Best's Key Rating Guide of B+ VI (financial class)**. Minimum coverage requirements shall be as follows:

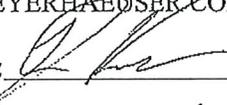
- (a) Commercial General Liability Insurance to include minimum limits of \$1,000,000 each occurrence and \$1,000,000 annual aggregate Combined Single Limit Bodily Injury, Death and Property Damage each occurrence. Coverage to include Comprehensive Form, Premises and Operations, Contractual Liability, Products and Completed Operations, Independent Permittees, Personal Injury, Broad Form Property Damage, Cross Liability, Hostile Fire. X, C, U.
- (b) Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence Combined Single Limited Bodily Injury, Death and Property Damage. Coverage must apply to either (1) "Any Auto" or (2) "Scheduled" or "owned Autos" plus "Hired" and "Non-owned Autos". If Scheduled Autos are indicated, a schedule of covered vehicles must also be provided. If not Combined Single Limit coverage, each coverage must be at the minimum limit amount.
- (c) The policies specified in Paragraph 13. (a), (b) and (c) shall include an endorsement which shall name Permitter and Weyerhaeuser Company and its Subsidiaries and/or Affiliates (the "Weyerhaeuser Companies"), and their respective officers, directors and employees as additional insureds on a primary basis for the duration of the Permit term. The additional insured endorsement must be ISO CG20 10 11 85 or other form with like wording. Permittee must maintain completed operations coverage with additional insured extension for a period of two (2) years after completion and acceptance by Permitter of the work performed, should the Additional Insured Endorsement not be ISO CG2010 11 85 or like form.
- (d) The policies specified in Paragraph 13. (a), (b) and (c) above shall include an endorsement which shall provide that Permitter, at the address in Paragraph 17 below, shall be given a 30-day written notice, prior to cancellation, coverage modification or other material change in the policy. No such cancellation, modification or change shall affect Permittee's obligation to maintain the insurance coverages required by this Permit.
- (e) All liability coverages must be on an "occurrence" basis as opposed to "claims made."
- (f) All such insurance shall be in a form and company acceptable to Permitter, sufficient to protect Permittee, and its contractors and subcontractors to the extent that they are involved in the work, and Permitter against the claims of third persons, and to cover claims by Permitter against Permittee for which Permittee has assumed liability under this Permit.

- (g) If requested by Permitter, Permittee shall furnish to Permitter a certificate of insurance dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Permitter and containing a representation that coverage of the types listed herein is provided with the required liability limits and the stated endorsements. Permitter reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificate(s) of insurance shall be issued to Permitter at the address in Paragraph 17 below.
 - (h) If Permittee retains the services of any contractors and/or subcontractors, Permittee shall cause each contractor and/or subcontractor to maintain insurance coverages and limits of liability of the same type and the same amount as are required of Permittee under this Permit. Permittee shall obtain, prior to the commencement of the subcontractor's services, the required certificates of insurance and additional insured endorsements.
 - (i) Permittee shall be responsible for payment of any and all deductibles from insured claims under its policies. The coverage afforded under any insurance policy obtained by Permittee pursuant to this Paragraph 13 shall be primary coverage regardless of whether or not Permitter has similar coverage. Permittee shall not self-insure any of the insurance coverages required by this Permit without the prior written consent of Permitter. The minimum limits of coverage required by this Permit may be satisfied by a combination of primary and excess or umbrella insurance policies. The maintenance of this insurance shall not in any way operate to limit the liability of Permittee to Permitter under this Permit.
14. No Warranties; Hold Harmless. Permitter makes no representations or warranties regarding the current state of the Roads or likely future condition of the Roads. When using the Roads under the authority of this Permit, Permittee will assume all risk of using the Roads and shall save and hold harmless Permitter, the Plum Creek Companies, and their agents and employees from every claim, cost, damage or expense of any kind or nature arising or growing out of any negligent or wrongful act or omission of Permittee or violation of any provision of this Permit.
15. Default. If default shall be made by Permittee in the performance of any of its obligations hereunder and such default shall continue for a period of five (5) days after written notice, Permitter may elect to terminate this Permit by giving written notice thereof to Permittee. In the event that a default creates an emergency which endangers Permitter's timber, immature forests, roads or other property, or an unreasonable hazard is created, Permitter may immediately suspend all rights granted herein during the period of default by giving written notice thereof to Permittee. Copies of written notices referred to above shall be sent to the address of Permittee

DATED as of the Effective Date.

PERMITTOR:

WEYERHAEUSER COMPANY

By: 

Name: Ben Kamps

Title: Planning Manager

PERMITTEE:

CENTRAL MAINE POWER COMPANY

By: 

Name: Brian Berube

Title: Manager-Real Estate Services

referenced in Paragraph 17 below. The election by Permitter of the remedies provided for above shall be without prejudice to its right to institute legal or equitable proceedings against Permittee to obtain such other relief provided by law including without limitation damages directly or indirectly as a result of default.

16. Assignment. The rights granted hereunder are not assignable or transferable without the prior written consent of the Permitter, which consent may be withheld in Permitter's sole discretion.

17. Notices. Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Permit shall be in writing and shall be (i) personally delivered, (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the day after transmission) to the parties' addresses set forth above, or (iv) sent by electronic (email) transmission. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail; if sent via facsimile, the date upon which such facsimile was transmitted and confirmation of such transmission has been received; or if sent via email, the date upon which such email was transmitted, provided the sender of such email notice receives confirmation of receipt from the recipient via return email or another acceptable notice method. Notices shall be addressed as follows:

Permitter: Weyerhaeuser Company
19 Loggers Circle
Bingham, ME 04920
Attention: Ben Kamps
E-Mail: ben.kamps@weyerhaeuser.com

And to: 220 Occidental Avenue South
Seattle Washington 98104
Attention: Legal Department

Permittee: Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Attention: Real Estate Services

And to: Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Attention: Legal

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

EXHIBIT A (to License)

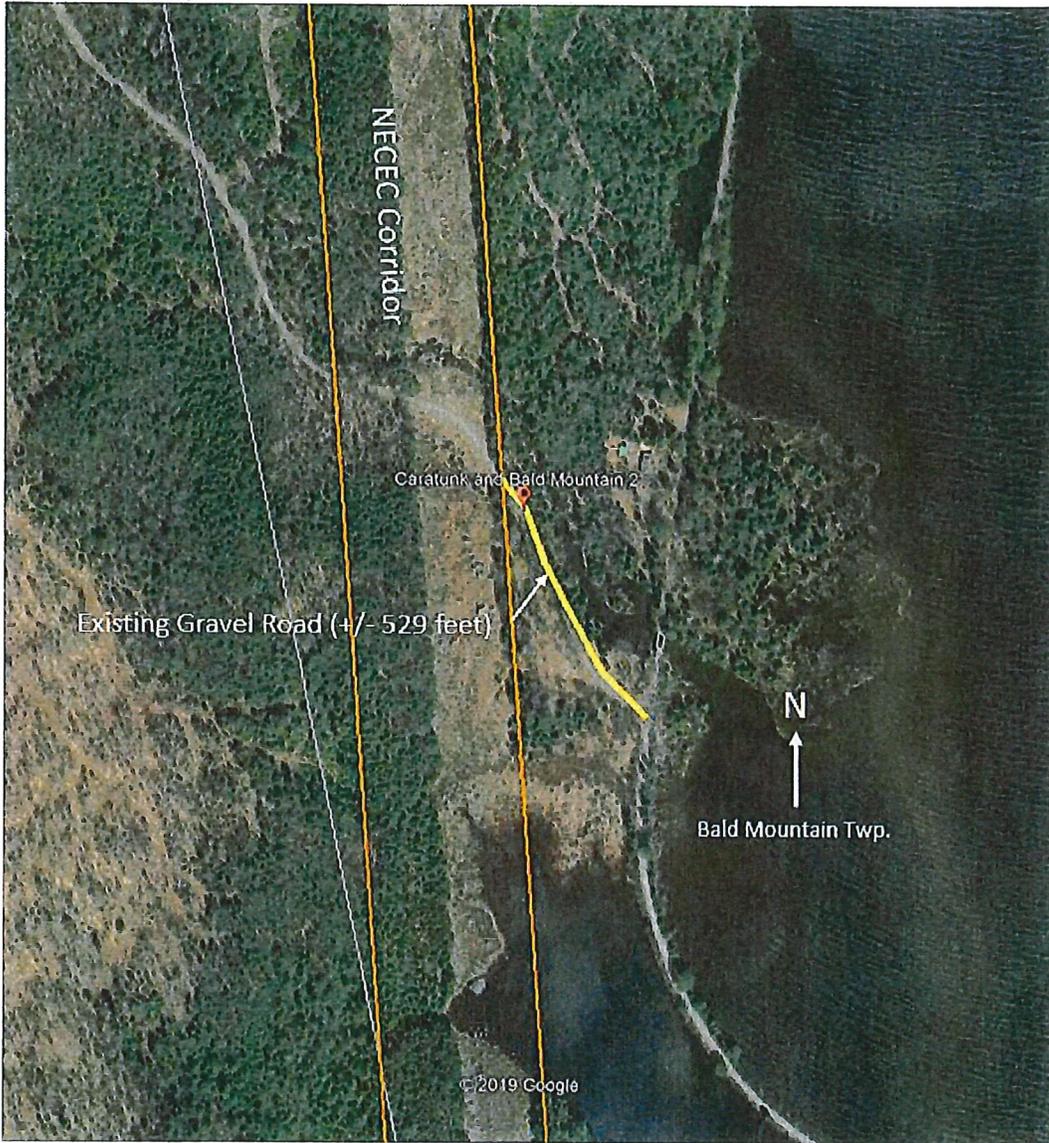
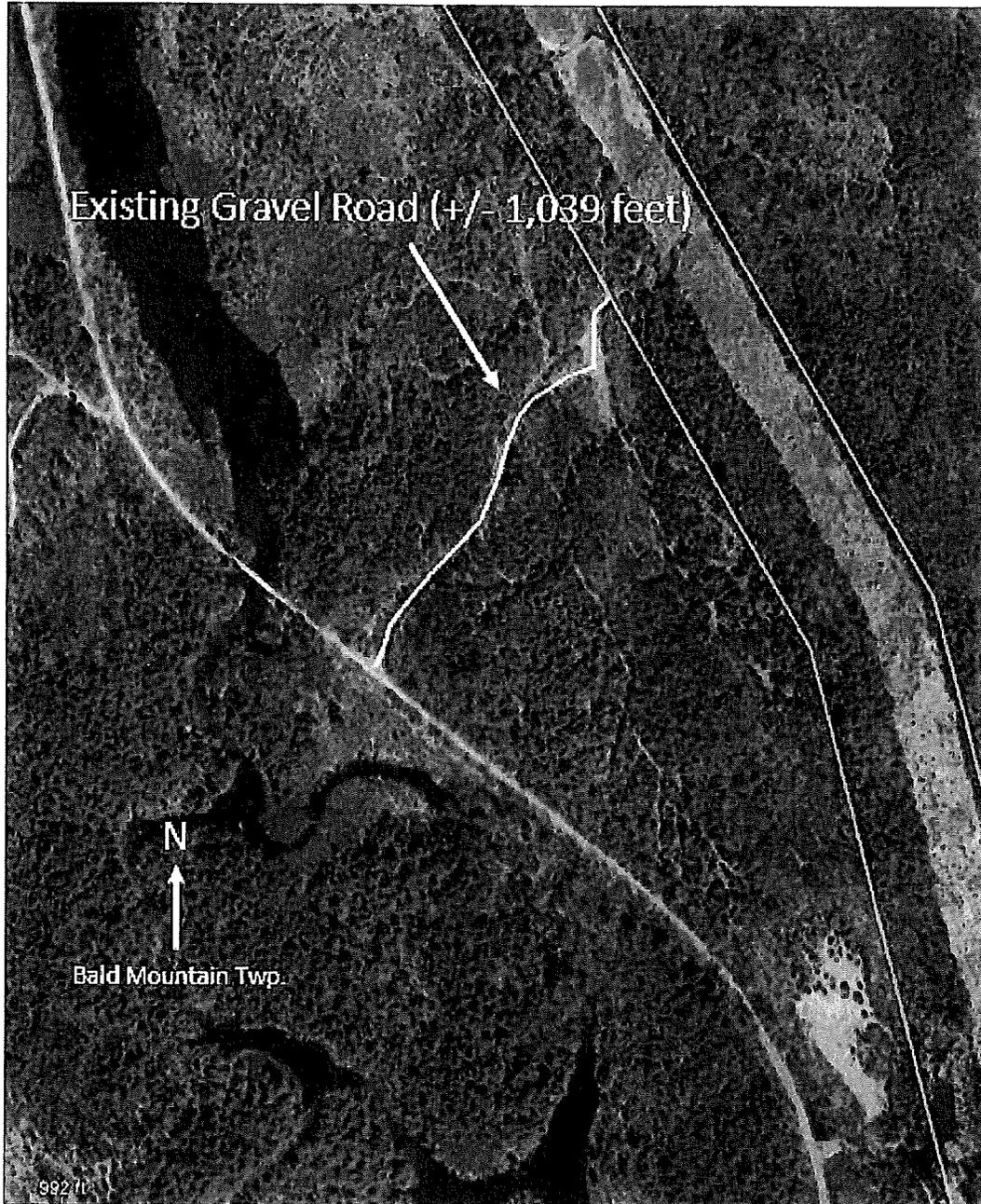


EXHIBIT A (to License)



EXHIBIT A (to License)



Section 200

N.Mtn. Road to Camp Corridor
Via Copper Ridge Road
AKA Campground Road

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

BOOK 1719 PAGE 0093
N O T
A N
O F F I C I A L
C O P Y

THIS INDENTURE made and entered into this 27th day of February, 1984, by and between GARY YAKAWONIS of Greene, County of Androscoggin and State of Maine 04236, hereinafter sometimes called the "Grantor", and CENTRAL MAINE POWER COMPANY, a Maine corporation having its office and principal place of business at Edison Drive, Augusta, County of Kennebec and State of Maine 04336, hereinafter sometimes called the "Grantee",

W I T N E S S E T H

In consideration of One Dollar and other valuable consideration paid by Central Maine Power Company, the receipt whereof is hereby acknowledged, Gary Yakawonis does hereby grant to the said Central Maine Power Company, its successors and assigns, permission to pass and reposs on foot and with vehicles over, along and across land of the Grantor in the Town of Greene, County of Androscoggin, and State of Maine, by means of a road as presently constructed on land of the Grantor. The location of said road is more particularly bounded and described as follows:

Beginning at a point on the easterly sideline of Mountain Road, so called; thence easterly across land of the Grantor 2,400 feet, more or less, to the westerly sideline of the Grantee's 400-foot strip.

Said road is used as access road to Allen Pond Campground, so called.

In consideration of the granting of said permission as aforesaid, the Grantee, its successors and assigns, does hereby covenant and agree as follows:

1. The Grantee will pay the cost of repairs to the road caused by negligence on its part.
2. The Grantee shall be under no obligation to repair, maintain, plow or sand said road location, but shall have the right to do so if it so desired in carrying out its business as a public utility.
3. By acceptance of this permission, the Grantee, its successors and assigns, hereby waives any claim that it now has or may have in the future against Gary Yakawonis, his heirs and assigns, and further agrees to indemnify, protect and save harmless Gary Yakawonis, his heirs and assigns, from and against any and all claims, demands and actions, all of which may arise out of the use of the above described premises pursuant to this consent or otherwise.

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

Signed, Sealed and Delivered
in presence of

Robert C. Matheson

Gary Yakawonis
Gary Yakawonis

CENTRAL MAINE POWER COMPANY

BY: Robert C. Matheson
Robert C. Matheson
Assistant Vice President
Administrative Services

MAINE
STATE OF
APPROPRIATE TO
LEASING FORM
DATE 1/27/84

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

BOOK 1719 PAGE 0094
NOT AN OFFICIAL COPY
STATE OF MAINE
Androscoggin ss

NOT AN OFFICIAL COPY
March 2, 1984

Personally appeared the above-named Gary Yakawonis and acknowledged the foregoing instrument to be his free act and deed, before me,

Helen V. Joyce 

Justice of the Peace
Helen V. Joyce - Commission expires 1/4/87
Notary Public

STATE OF MAINE
Kennebec, ss.

February 27, 1984

Personally appeared the above-named Robert C. Matheson, Assistant Vice President, Administrative Services, Central Maine Power Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Company, before me,

Robert Curtis
J. Robert Curtis
Justice of the Peace

ANDROSCOGGIN SS.
RECEIVED MAY - 8 1984
AT 9 H. - M. A.M.

INDENTURE

THIS INDENTURE made and entered into this 26th day of November, 2007, by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having its office and principal place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336, hereinafter "Grantor" and **RICHARD P. THIBODEAU and HELEN A. THIBODEAU**, having a mailing address of P.O. Box 97, Greene, Maine 04236, hereinafter "Grantee".

WITNESSETH

Grant from the Grantor to the Grantee:

Grantor does hereby grant unto the Grantee, **WITHOUT COVENANT**, a twenty foot (20') wide easement, as hereinafter described, in and to the Grantor's strip of land designated Transmission Line Corridor Section 200, situated in Greene, Androscoggin County, Maine, for the purposes of (i) constructing and maintaining a roadway across Grantor's land; (ii) to install underground utilities and; (iii) to pass and repass on foot and with vehicles over said Section 200 for the purpose of ingress and egress, in common with others, to land of the Grantee. Said easement is over a portion of the Grantor's land acquired from Arthur R. Knowles by a deed dated November 5, 1930, recorded at the Androscoggin County Registry of Deeds in Book 408, Page 267, and by deed dated July 22, 1940, recorded in said Registry in Book 511, Page 403.

Said easement granted to Grantee hereunder shall hereinafter be referred to as the "Easement" and is more particularly bounded and described as follows:

Beginning at a point in the northwesterly sideline of the land conveyed to Central Maine Power Company by Arthur R. Knowles, said point also being the northeasterly corner of a sixty foot wide right of way recorded in the Androscoggin County Registry of Deeds in Book 3693, Page 111; thence in a general southeasterly direction crossing said land of Central Maine Power Company along the northerly line of land formerly of Arthur R. Knowles to a point in the southeasterly sideline of said land of Central Maine Power Company. The southwesterly sideline of the twenty foot wide right of way being a line parallel to and twenty feet distant southwesterly measured at a right angle from said northerly line of Knowles.

The Easement shall be subject to the conditions, limitations and covenants set forth below and shall, subject thereto, be for the benefit of and appurtenant to land of Grantee described in deeds recorded in the Androscoggin County Registry of Deeds in Book 7314, Page 133.

Grant from the Grantee to the Grantor:

Grantee does hereby convey to the Grantor the following:

1. Any rights, not described above, that the Grantee may have in the Grantor's land pursuant to reservations in Grantor's deeds described above or otherwise.

2. The right and easement to pass and repass on foot and with vehicles over, along and across any roadway as now exist, or to be constructed by the Grantee in the future, within and adjacent to the Easement.

Covenants, Terms and Conditions:

The above-described Easement granted by Grantor to Grantee is subject to the terms and conditions described below, and Grantee does hereby covenant and agree as follows:

1. Any roadway constructed and located within the Easement shall be constructed and maintained at the sole risk and expense of the Grantee and shall be constructed, operated and maintained in compliance with all laws, ordinances and regulations pertaining thereto.
2. Any roadway constructed and located within the Easement shall be constructed in a manner so that the existing grade shall not be increased.
3. Installation of utilities shall be coordinated in advance with the Grantor.
4. The Grantee shall be responsible for the cost of relocating or raising pole structures and or wires, located within Grantor's land, if Grantor determines in its sole discretion that the (i) grade of any roadway or (ii) the use of the Easement as set forth herein interferes with said pole structures or wires, or the Grantor's maintenance thereof.
5. The Grantee will take any steps necessary to insure that erosion does not occur and will, at their sole expense, repair any erosion which may occur as a result of the exercise of the rights herein granted to the Grantee.
6. The Grantee will at their sole expense, obtain prior to any construction, and will at all times comply with and maintain the roadway in compliance with all local, state and federal permits, and will comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the exercise of the rights granted herein and use of the Easement contemplated hereby.
7. The Grantee agrees to pay any and all cost for repair of damage by them or their employees, agents or contractors, caused to Grantor's land or to Grantor's transmission lines and facilities, now or hereinafter located on the Grantor's land, or equipment connected thereto, resulting from the exercise of the Easement herein granted.
8. The Easement herein granted to Grantee shall at all times be subject to and shall not in any way limit Grantor's rights in or use of Grantor's land, and nothing in this Indenture shall be construed to limit or restrict Grantor's use of its land in its operation as a public utility or otherwise, including but not limited to the installation, removal and maintenance of utility lines and wires, structures and equipment. Further, nothing in this Indenture shall be construed as conveying any right to Grantee not expressly granted herein nor shall any liability arise from Grantor's use of its land.
9. The Grantee, for itself and its heirs and assigns, hereby waive any claim they now have or may have in the future against the Grantor and or its parent corporation and affiliates and their directors, officers, employees, contractors, agents, its and their

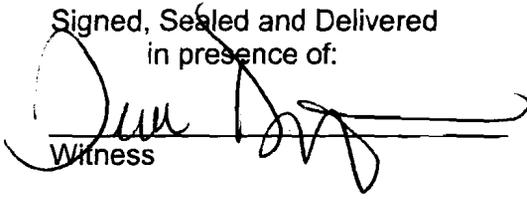
successors and assigns, which may arise out of the Grantee, its heirs and assigns, use of the Easement, pursuant to this Indenture or otherwise.

10. The Grantee, for itself and its heirs and assigns, agree to indemnify the Grantor and it's parent corporation and affiliates and it's and their directors, officers, employees, agents, contractors, successors and assigns and hold it and them harmless from and against all claims, penalties, fines, demands and actions arising out of the use of the Grantor's land by the Grantee, or its heirs, assigns, agents, contractors, invitees or others.

The terms Grantor and Grantee shall include their respective successors, affiliates, heirs or assigns.

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

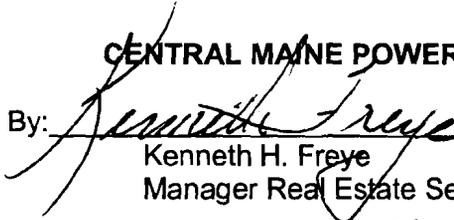
Signed, Sealed and Delivered
in presence of:

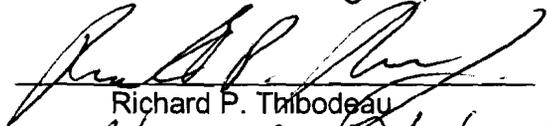

Witness

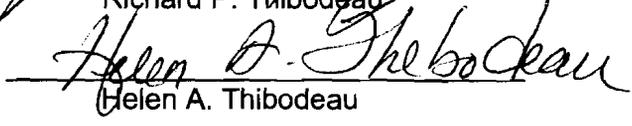
Witness

Witness

CENTRAL MAINE POWER COMPANY

By: 
Kenneth H. Freye
Manager Real Estate Services


Richard P. Thibodeau


Helen A. Thibodeau

STATE OF MAINE
KENNEBEC, ss.

December 12, 2007.

The above named Kenneth H. Freye, Manager Real Estate Services, personally appeared before me 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.


Notary Public

Alice D. Richards
Notary Public, Maine
My Commission Expires January 4, 2011

SEAL

STATE OF MAINE

Androscoggin, ss.

November 26, 2007.

The above named Richard P. Thibodeau and Helen A. Thibodeau, personally appeared before me and acknowledged the foregoing instrument to be their free act and deed in their said capacity.

[Signature]
Notary Public/Attorney At Law
W. J. Rattey
Printed Name
My Commission Expires:

ANDROSCOGGIN COUNTY
Tina M. Chouard
REGISTER OF DEEDS

71-41
bet. 2
Recd 78
7/2/40

Know all Men by these Presents,

That I, Arthur R. Knowles, of Greene, in the county of Androscoggin, State of Maine,

in consideration of one dollar and other valuable consideration

paid by the Central Maine Power Company, of Augusta, in the county of Kennebec, and State of Maine,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Central Maine Power Company its successors ~~and assigns~~ **and Assigns forever,**

a small triangular lot of land in the Town of Greene, Androscoggin County, Maine on the easterly side of land of the Central Maine Power Company near the State Road and bounded as follows: northerly by land of Walter W. Briggs, et al, for a distance of seventy-five feet; westerly by land of said Power company for a distance of about eight hundred sixty feet, easterly by a line extending from said Briggs lot southerly to a point on the easterly line of said Power company about eight hundred sixty feet southerly from said Briggs lot; said triangular lot of land being seventy-five feet in width at its northerly end on land of said Briggs. Area of above lot of land about three quarters of an acre.

RESERVING to the grantors herein, an easement or right of way across the above described parcel of land for lumbering and agricultural purposes not to exceed twenty (20) feet in width and to be located by the grantee in some location convenient for the said grantors and which will not, however, interfere with the use of the said above described parcel in connection with the transmission of electric energy.

106-274-330

To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said

CENTRAL MAINE POWER COMPANY

successors its HEIRS and Assigns, to its and their use and behoof forever.

And I do hereby covenant with the said Grantee, its successors and Assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances; X X X X X X X X

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my Heirs shall and will Warrant and Defend the same to the said Grantee its successors

and Assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Arthur R. Knowles

(single),

and

wife _____ of the said

~~joining in this deed as Grantor, and relinquishing and conveying his right by descent and all other rights in the above described premises,~~ have hereunto set my hand and seal this twenty second day of July in the year of our Lord one thousand nine hundred and forty.

Signed, Sealed and Delivered

in presence of

W. B. Gitchell, Jr.

Arthur R. Knowles 

State of Maine,
Androscoggin

} ss.

July 22,

19 40

Personally appeared the above named Arthur R. Knowles

and acknowledged

the foregoing instrument to be his free act and deed.

Before me

W. B. Gitchell, Jr.
Justice of the Peace

7325-330 J-B

CPR

Warranty Deed

O. M. P. Co.	
FILE NO.	8157
ANVIL NO.	415
DOC. NO.	F 8-B

FROM
ARTHUR R. KNOWLES
TO
C.M.P. Co.

Dated July 2, 1940 19...

State of Maine.
ANDROSCOGGIN ss. Register of Deeds.

Received OCT 31 1940 49

at 8 P.M., 03 M., 0 M., and

recorded in Book 511 Page 403

ATTEST:
Raymond J. Levesque Register

FROM THE OFFICE OF

O. M. P. CO. NOTATIONS	
CLERK DEPT.	OK AS TO SUBSTANCE
LEGAL DEPT.	OK AS TO FORM
TREAS. DEPT.	NOTED & APPROVED <i>H.S.P.</i>
CLAIMS DEPT.	NOTED & APPROVED
RECORDS	<i>J.M.</i>
FILE FOR FILING	<i>J.S.W.</i>

THE SMITH & SALE PRESS, 45 Exchange Street, Portland, Maine

COMPARED *J.M.*

Act. 200
Dec 95, 77+103
11/5/30

Know all men by these Presents,

That WE, LESTER L. FOGG and HORACE FOGG, both single, of Greene, Androscoggin County, Maine

in consideration of One Dollar and other valuable consideration

paid by the CENTRAL SECURITIES CORPORATION of Augusta, Kennebec County, Maine

the receipt whereof We do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said

CENTRAL SECURITIES CORPORATION

Its Successors Heirs and Assigns forever,

Certain lots or parcels of land in the town of Greene, bounded and described as follows:

Parcel No. 1. A triangular lot on the westerly side of the new State Road and bounded northeasterly by land now or formerly of Clara M. Sturtevant; easterly by land now or formerly of Joseph E. Lamette at the new State Road; northwesterly by a line parallel with and three hundred thirty-seven and one-half (337½) feet westerly from a survey line now staked out across the Sturtevant lot, the Eda M. Judd lot and the Briggs lot. Containing about one-tenth (1/10) of an acre. Our title to the above property is derived as sole heirs of Ireton W. Fogg, Ireton W. Fogg derived title by deed from C. M. Washburn dated January 29, 1903 and recorded in Androscoggin Registry, Book 197, Page 268.

Parcel No. 2. Being a strip of land four hundred (400) feet in width extending from our northerly to our southerly line and bounded northerly by land now or formerly of Arthur R. Knowles; easterly by a line parallel with and sixty-two and one-half (62½) feet easterly of the survey line now staked out across our lot, the Knowles lot and land now or formerly of Simeon LaBonte; southerly by said LaBonte lot and by land now or formerly of Lucretia A. Fogg; westerly by a line parallel with and three hundred thirty-seven and one-half (337½) feet westerly of the survey line above described. Our title to the above property is derived by two deeds from Annie L. Fogg, one dated May 1, 1908 and recorded in Androscoggin Registry, Book 224, Pages 189-190; the other dated May 1, 1908 and recorded in Androscoggin Registry, Book 224, Pages 187-188.

Parcel No. 3. Being a strip of land four hundred (400) feet in width extending from our northerly to our southerly line and bounded northerly by land of Lucretia A. Fogg, et al; easterly by a line parallel with and sixty-two and one-half (62½) feet easterly of the survey line now staked out across our lot, the Lucretia Fogg lot and land now or formerly of Frea I. Morrill; southerly by said Morrill lot; westerly by a line parallel with and three hundred thirty-seven and one-half (337½) feet westerly of the survey line above described. Containing about three and nine-tenths (3.9) acres. Our title to the above property is derived by deed from George Fogg dated June 19, 1886 and recorded in Androscoggin Registry, Book 147, Page 381.

Reserving to the grantors herein the wood and lumber on said parcels, said wood and lumber to be removed by the grantors on written request of the grantee. Or, if not removed by the grantors in season to avoid interference with construction or maintenance work, the grantee may cut, or cut, remove and dispose of said wood and lumber at its option.

Reserving to the grantors herein, an easement or right of way across parcels number 2 and 3, for lumbering and agricultural purposes not to exceed twenty (20) feet in width and to be located by the grantee in some location convenient for the said grantors, and which will not however, interfere with the use of the said above described parcels in connection with the transmission of electric energy.

To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof to the said

CENTRAL SECURITIES CORPORATION, its Successors

Heirs and Assigns, to its use and their use and behoof forever.

And We do covenant with the said Grantee, its Successors and Assigns, that We are lawfully seized in fee of the premises, that they are free of all incumbrances;

that We have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that We and Our Heirs, shall and will Warrant and Defend the same to the said Grantee, its Successors

Heirs and Assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof,
HORACE FOGG, both single,

the said LESTER L. FOGG and

and ~~wife of the said~~

joining in this deed as Grantor and relinquishing ~~of conveying~~
~~rights by descent and all other rights in the above~~
~~described premises~~ have hereunto set our hands and seals this
7th day of November in the year of our Lord
one thousand nine hundred and thirty.

Signed, Sealed and Delivered
in presence of

Ledy B. Hilder
to wits

Lester L. Fogg
Horace Fogg



State of Maine,
Androscoggin } ss.

November 1930

Personally appeared the above named
LESTER L. FOGG
and acknowledged the above instrument to be his free act and
deed.

Before me, Ledy B. Hilder
Justice of the Peace.

CPRA B&C

7

Warranty Deed.

FROM

LESTER L. FOGG, ET AL.

TO

CENTRAL SECURITIES CORPORATION

DATED, NOVEMBER 5 1930

State of Maine.

ANDROSCOGGIN ss: Registry of Deeds.

Received NOV 14 1930 1930

at 11 H. 55 M. A. M., and recorded in Book 407, Page 439

ATTEST:

James Belland REGISTER

O. M. P. Co.

FROM THE OFFICE BY

BOX NO. 57

FILE NO. 4

SMITH & BALE, Publishers, 45 Exchange Street, Portland, Maine

COMPLETED

WARRANTY DEED

N O T N O T

KNOW ALL BY THESE PRESENTS, that RODNEY C. JENNINGS of Leeds, Maine, RANDALL G. JENNINGS of Litchfield, Maine, RYAN D. JENNINGS of Bowdoinham, Maine, RICK D. JENNINGS of Leeds, Maine and GREGORY L. JENNINGS of Lisbon Falls, Maine (the "Grantors") for consideration paid by CENTRAL MAINE POWER COMPANY, a Maine corporation with a place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336 (the "Grantee"), the receipt of which is hereby acknowledged does hereby grant unto the said Central Maine Power Company, its successors and assigns, forever, WITH WARRANTY COVENANTS, a certain parcel of land located in the Town of Leeds, Androscoggin County, Maine, being more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises").

Meaning and intending to convey the same premises conveyed to the Grantors herein by deed from Rick D. Jennings, personal representative of the Estate of Florence L. Jennings, dated of even or recent date and recorded in the Androscoggin County Registry of Deeds.

EXCEPTING AND RESERVING THEREFROM, an easement for ingress and egress not to exceed twenty (20) feet in width running from Fish Street in an easterly direction across the Premises in a location to be established by the Grantee herein, and appurtenant to an existing easement reserved by Grantors' predecessor in title over other land of the Grantee more fully described in deed recorded in said Registry of Deeds in Book 408, Page 158 (the "Easement Area"). The Easement Area is to be used for access to and from, for agricultural and wood harvesting purposes only, the remaining land of Grantors described in deed recorded in said Registry of Deeds in Book 640, Page 313 lying on the easterly side of other land of Grantee (Book 408, Page 158). Grantors covenant and agree to be responsible for the maintenance of the Easement Area and that their use of said Easement Area shall not at any time interfere with Grantee's use of the Premises as an electric transmission and substation facility.

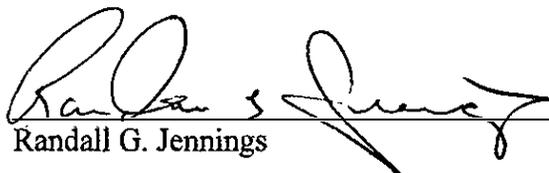
Grantors acknowledge that Grantee intends to use the Premises to site electric transmission and substation facilities.

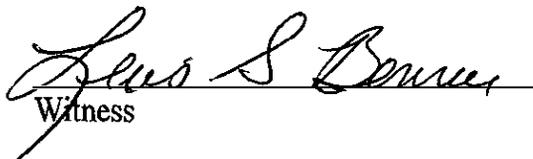
The terms Grantor and Grantee shall include their respective heirs, successors, executors, affiliates or assigns.

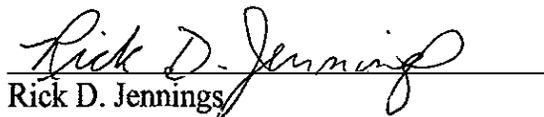
IN WITNESS WHEREOF, the said Grantors have caused this instrument to be signed and sealed this 28 day of October, 2008.

SIGNED, Sealed and Delivered
in presence of:

Witness


Randall G. Jennings


Witness


Rick D. Jennings

MAINE REAL ESTATE
TRANSFER TAX PAID

Witness _____ NOT AN OFFICIAL COPY

Rodney C. Jennings
Rodney C. Jennings
OFFICIAL COPY

Witness _____ NOT AN OFFICIAL COPY

Ryan D. Jennings
Ryan D. Jennings
OFFICIAL COPY

Witness _____ NOT AN OFFICIAL COPY

Gregory L. Jennings
Gregory L. Jennings
OFFICIAL COPY

STATE OF MAINE
COUNTY OF KENNEBEC, ss.

October 28, 2008

PERSONALLY appeared before me the above named Rick D. Jennings, and acknowledged the above instrument to be his free act and deed.

[Signature]

Notary Public/Attorney
Printed Name:
My commission expires:

TERESA DESPRES
Notary Public, Maine
My Commission Expires August 17, 2013

SEAL

ANDROSCOGGIN COUNTY
Tina M. Chaurand
REGISTER OF DEEDS

ROAD ACCESS EASEMENT AGREEMENT

14th THIS ROAD ACCESS EASEMENT AGREEMENT (the "Agreement"), dated this day of November, 2018, is by and between **BAYROOT LLC**, a Delaware limited liability company, with a place of business in Lyme, New Hampshire, hereinafter called "Grantor," and **CENTRAL MAINE POWER COMPANY**, a Maine corporation, and its successors and assigns, hereinafter collectively called "Grantee."

Grantor, for and in consideration received by Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, with quitclaim covenant and subject to all of the terms and conditions described herein, a permanent appurtenant non-exclusive easement and right-of-way for the use and maintenance of existing roads (hereinafter, collectively the "Access Road" or "Access Roads") over, upon, along, and across a portion of lands of Grantor located in Merrill Strip Township (T2 R7 WBKP), Franklin County, State of Maine, which portion is more particularly described in Exhibit A attached hereto and made a part hereof and is further depicted on that certain plat entitled "Plan Prepared for The Acquisition of an Easement by Central Maine Power Company from Bayroot, LLC.", dated November 13, 2018, prepared by Sackett & Brake Survey, Inc., drawing number 2018227, recorded in the Franklin County Registry of Deeds at Plan Book 6318. The easement and right-of-way described above is hereinafter referred to as the "Easement."

Grantor and Grantee agree that the rights granted herein shall be subject to the following terms, provisions, and conditions applicable to Grantor, Grantee and their respective successors and assigns:

1. Purposes and Uses. Grantor agrees that Grantee shall have the right to use the Easement solely for ingress and egress to Grantee's Property (as defined in Section 18 below) by Grantee or by any successor public utility, including without limitation by foot, vehicle and heavy equipment. Without limitation, the Easement expressly does not include or confer the right to install transmission lines or other utility services of any kind over, upon, along and across the Access Road. In no event shall the Easement be used i) for the purpose of providing access to the general public for access to Grantee's Property or any other property wheresoever located, ii) for the purpose of providing access for recreational purposes or public outdoor recreation of any kind whatsoever on any lands wheresoever located, or iii) for the purpose of providing access to Grantee's Property for any purposes other than the construction, operation and maintenance on Grantee's Property of facilities utilized for the transmission of electricity and intelligence.

The Easement shall be exercised within a strip of land fifty (50) feet in width, the centerline of which is described in Exhibit A attached hereto and made a part hereof. Grantee shall have the right to cut and remove trees, brush, rocks, and other obstructions within the Access Road, fill depressions, roughly grade the surface, install culverts and support structures, and the right, without obligation and at Grantee's sole option and cost, to improve the Access Road. Grantee shall pay Grantor reasonable compensation for any timber removed during



construction or Grantor may elect to remove such timber as necessary. Subject to the rights of Grantor herein, the Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the Easement for ingress and egress to the Grantee's Property, including but not limited to the right to enter upon the Access Road and to travel and transport materials and equipment over and upon the Access Road, subject to all other terms and conditions herein.

2. Grantor's Continued Use of Access Roads. Grantor shall retain full use of the Access Roads and the right to grant licenses or easements to others to use the Access Roads. Notwithstanding any provision to the contrary herein, exercise of this Easement shall not unreasonably interfere with Grantor's timber operations, off public highway hauling of timber, or management of any lands of Grantor.

3. Emergency Closure. Subject to Grantee's emergency use set forth at Section 9 below, Grantor, in its sole discretion, may establish, and Grantee's exercise of the Easement shall be subject to, road usage rules and regulations, including without limitation, speed limits, weight limits, fire protection, road conditions such as mud season or other periods of bad weather, safety and use by other parties and limitations or prohibitions on certain types of vehicles such as ATV's or snowmobiles. Such rules and regulations may provide for seasonal and temporary road closures for construction and maintenance purposes.

4. Road Maintenance, Repair and Relocation Rights. Grantee and Grantor agree to maintain the Access Roads to the extent of their respective use. During periods when both Grantee and Grantor are using the Access Roads at the same time, Grantee and Grantor will agree to a joint maintenance schedule and/or cost allocation based on their respective use. Without limiting the foregoing:

a. Grantor's Right to Relocate, Maintain and Repair. Grantor reserves the right to relocate, repair, reconstruct, improve and maintain the Access Roads as Grantor deems appropriate, and in such case, the right as needed to interrupt traffic to accomplish such purposes, provided, however, that such resulting relocation will not materially impair Grantee's access to the Grantee's Property. In the event Grantor relocates the Access Roads or any portion thereof, the Easement shall apply to such relocated Access Roads (and shall extinguish as to any former location), and Grantee shall have the right, but not the obligation, to record an instrument in the registry of deeds reflecting the relocated access road without the need for a formal amendment of this Agreement.

b. Grantee's Right to Relocate, Maintain and Repair. Following the provision to Grantor of at least five (5) business days prior notice and subject to the following requirements, Grantee may repair, reconstruct and improve the Access Roads at its sole cost provided that i) all such repairs, reconstruction and improvements are in accordance with all laws, regulations and ordinances, ii) Grantee shall be responsible for obtaining all necessary permits and approvals prior to undertaking such activities and iii) such activities are conducted in a manner and at such times as not to unreasonably interfere with Grantor's rights set forth herein. Grantee shall follow current, generally accepted best management practices ("BMPs") for erosion control and water quality protection as described in the current version of the Maine

Department of Agriculture, Conservation and Forestry's Maine Forest Service, "Best Management Practices for Forestry: Protecting Maine's Water Quality" Third Edition, published in 2017 or as amended or replaced from time to time. Grantee shall provide Grantor with written notification at least ten (10) business days prior to commencing any construction or maintenance activities to a road, bridge, culvert or ditch with potential impact to any perennial stream. Grantee shall also provide Grantor with notification within five (5) business days of completion of any such construction and maintenance activities. Grantee shall have the right to relocate the Access Roads upon receiving written approval from Grantor, provided, however, that such resulting relocation will not materially impair Grantor's access to any of Grantor's property. In the event Grantee relocates the Access Roads or any portion thereof, the Easement shall apply to such relocated Access Roads (and shall extinguish as to any former location), and either Grantee or Grantor shall have the right, but not the obligation, to record an instrument in the registry of deeds reflecting the relocated access road without the need for a formal amendment of this Agreement. Grantee shall pay Grantor reasonable compensation for loss of timber harvesting revenue in connection therewith. Grantor may elect to cut and remove any timber necessary to facilitate such road relocation.

5. Permits and Approvals. Grantee shall be responsible for obtaining all required permits or approvals necessary for Grantee to use, repair, reconstruct or improve the Access Roads.

6. Compliance with Laws. Grantee's use of the Access Roads shall be in compliance with all applicable laws, rules, orders, ordinances, and regulations of the town, county, state, and federal government or agency thereof at any time issued or in force applicable to the Access Roads.

7. Use of Gates. Grantor retains the right, at its discretion, to gate and close Access Roads, at any time and from time to time, except that Grantee shall have the right to pass through the gate for Grantee's purposes in accordance with Grantor's gate closing policy, and said gating and closure shall not unreasonably restrict the rights of Grantee. Grantee shall not obstruct or gate Access Roads without Grantor's prior written consent and shall not have the right to restrict entry or access by others. In addition, Access Roads may be gated or otherwise posted with mutual consent of Grantor and Grantee when weather conditions and/or road conditions make passage unsafe or damaging to Access Roads, or as otherwise mutually agreed upon. At any time Grantee shall have used Grantor's gates, Grantee shall ensure that the gates have been secured and shall replace any barriers to substantially their current condition following Grantee's use of the Access Roads. Grantee and Grantor shall have a dual lock or similar arrangement to provide Grantee access through Grantor's gates.

8. Existing Condition of Roads. Grantee is fully familiar with the condition of the Access Roads and Grantor's property over which such roads cross. Grantor has made no representations of whatever nature as to the condition of the Access Roads or said Grantor's property. Grantee accepts Access Roads and said Grantor's property in "AS IS" condition.

9. Emergency Use. Grantee may use the Access Roads at any and all times during periods of Emergency, which is defined as any period in which there is an outage and/or in which Grantee's electric transmission and/or appurtenant facilities, in the sole discretion of the Grantee, have been damaged or are threatened to be damaged. Damage or threatened damage may be caused by, but is not limited to, electrical faults, structural failure, weather, fire, seismic activity, animals, acts of vandalism or acts of violence. Grantee will notify Grantor, as soon as reasonably practicable, of use of the Access Roads during periods of Emergency and will restore or repair the Access Roads to their condition prior to the period of Emergency upon cessation of use.

10. Coordination of Use. Grantee will coordinate use of the Access Roads with Grantor during periods of construction, reconstruction or extended maintenance of Grantee's electric transmission facilities and appurtenant facilities to minimize impact to Grantor's forest management activities, including, but not limited to timber harvesting and hauling, tree planting, pre-commercial thinning operations, timber stand improvement, controlled burns, fire suppression, herbicide and pesticide applications, forest road building and reconstruction.

11. Reserved.

12. Indemnity and Insurance. Grantee shall release, defend (at Grantor's option), indemnify and hold harmless Grantor and its affiliates and the directors, officers, employees, agents, contractors, successors and assigns of Grantor and its affiliates from and against all liabilities, penalties, claims, demands, damages, costs (including attorney's fees), expenses, and judgments (collectively "claims") arising from or related to any and all negligent or intentional acts or omissions of Grantee, or its employees, invitees, contractors, or agents, to the extent caused thereby, related to the Access Road or any part thereof, including, but not limited to, claims resulting from the presence or release of hazardous material (as defined by federal and state statutes and regulations) on the Access Road or claims resulting from the acts or omissions of Grantee in proximity to the Access Road; but excluding claims to the extent resulting from the negligence or intentional misconduct of Grantor or the release of hazardous materials at the Access Road by Grantor or by persons other than Grantee, its agents, employees, contractors and invitees. Any notice of claims brought against Grantor and other matters intended to limit Grantee's exposure hereunder shall be made in writing and within a reasonable timeframe.

At any time that Grantee undertakes work on the Access Roads, Grantee shall provide prior notice of work plans to Grantor, together with a certificate of insurance demonstrating commercially standard coverage for the intended activities and listing Grantor as an Additional Insured thereunder.

13. Non-interference. The Grantor shall not erect any building or structure on, place or store any materials on, obstruct, grade, excavate, fill or flood the Access Road, or otherwise use the Access Road in any manner which (i) may unreasonably interfere with the exercise of the Easement by Grantee, its successors and assigns or (ii) which may create a hazard. Grantor agrees to not permit any third-party rights to use of the Access Road that will materially impair the rights of the Grantee.

14. Abandonment. No cessation of use of all or any portion of said easements or rights or of the Access Road by Grantee shall be deemed an abandonment thereof resulting in the termination of any aspect of the easements and/or rights or of the Access Road, unless the holder of same at the time of such cessation of use or operation, records in the county registry of deeds a written instrument terminating its rights in such easement or rights.

15. Amendments. This instrument may only be amended or otherwise modified by an instrument in writing executed by both the Grantee and the then owner of record of the Access Road, which writing will become effective upon recording in the Franklin County Registry of Deeds.

16. Taxes. The Grantor's property and Access Road subject to the rights and easements granted herein shall remain the property of the Grantor, its successors and assigns, and as such, the Grantor, shall pay all real estate and other taxes assessed thereon and all assessments payable with respect thereto. Grantee shall be responsible for any assessments against Grantee's personal property. Grantee shall be responsible for and shall reimburse Grantor for any penalties for withdrawal from Maine Tree Growth Tax Law (TGTL) arising from this Easement and from Grantee's permitted activities hereunder. Grantee will reimburse Grantor on a recurring basis for any increases in real estate taxes that are imposed due to any such withdrawal or any appropriate reclassification and subsequent assessment arising from this Easement and from Grantee's activities hereunder. Grantee shall reimburse Grantor within 30 days of receiving any such reimbursement request from Grantor.

17. Road Damage. Each party using any portion of the Access Road shall repair or cause to be repaired at its sole cost and expense any damage to the Access Road occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Access Road. Should inordinate damage to the Access Road occur which is not caused by an authorized user of the Access Road, the parties hereto shall meet to agree on the cost and method of replacement or repair, and the shares of repair or replacement cost to be borne by each user of the Access Road.

18. Rights and Obligations. The easements and other rights granted herein are intended to be permanent rights and easements. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The Easement shall benefit and is appurtenant to the lands of Grantee conveyed to Grantee by E.J. Carrier, Inc. on April 14, 2017 and recorded in the Franklin County Registry of Deeds at Book 3902, Page 329 ("Grantee's Property") and, to the extent and only if owned by the entity owning the Grantee's Property, any of Grantee's other lands and easements in Beattie Township and Lowelltown Township that make up a continuous transmission line corridor connecting to Grantee's Property.

19. Invalidity. In the event any portion of this Agreement should be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement is thereby defeated.

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20. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Maine.

21. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date that is, (i) personally delivered, (ii) overnight courier service, (iii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iv) dispatched by electronic mail (email) transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy sent by overnight courier service no later than the day after transmission) to the parties' addresses set forth below. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail; or if sent via email, the date upon which such email was transmitted, provided the sender of such email notice receives confirmation of receipt from the recipient via return email or another acceptable notice method. Notices shall be addressed as follows:

Grantor:	Bayroot LLC Wagner Forest Management 150 Orford Road, PO Box 160 Lyme, New Hampshire 03768
Grantee:	Central Maine Power Company 83 Edison Drive Augusta, ME 04336 Attention: Real Estate Services
And to:	Central Maine Power Company 83 Edison Drive Augusta, ME 04336 Attention: Legal

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

[signature page to follow]

IN WITNESS WHEREOF, Bayroot LLC has caused this instrument to be executed on its behalf by its duly authorized manager, this 14th day of November, 2018.

Signed, Sealed and Delivered

in presence of:

Bayroot LLC,
By Wagner Forest Management, Ltd.,
Its Manager

Witness

By:

Daniel H. Hudnut, Executive Vice President

STATE OF NEW HAMPSHIRE

Grafton County ss.

On November 14, 2018, personally appeared the above-named Daniel H. Hudnut, Executive Vice President of Wagner Forest Management, Ltd., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Wagner Forest Management, Ltd. in its capacity as Manager and the free act and deed of Bayroot LLC.

Before me,

Notary Public

Printed Name:

JOHN G. SOBETZER
Notary Public-New Hampshire
My Commission Expires: December 23, 2019

SEAL

JOHN G. SOBETZER
Notary Public-New Hampshire
My Commission Expires: December 23, 2019

EXHIBIT A

A strip of land fifty (50) feet in width located in Merrill Strip (T2 R7 WBKP), Franklin County, Maine, the centerline of which is described as follows:

Beginning at the center of the gravel road known as Merrill Strip Road, sometimes known as the Lowelltown Road, on the southerly line of land conveyed to E.J. CARRIER, INC. by a deed dated November 4, 2009 and recorded in the Franklin County Registry of Deeds in Book 3202, Page 128, being the Township line by and between Beattie (T2 R 8 WBKP) and Merrill Strip (T2 R7 WBKP), said point being further located on a course of S 77°-48'-23" W along said Township line a distance of seven hundred nineteen and ninety-seven hundredths (719.97) feet from a ¾" capped iron rebar set at an southerly angle point of land conveyed to Central Maine Power Company by a deed dated April 14, 2017 and recorded in the Franklin County Registry of Deeds in Book 3902, Page 329;

Thence, easterly through land conveyed to Bayroot LLC by a deed dated November 21, 2003 and recorded in the Franklin County Registry of Deeds in Book 2387, Page 196 on the following courses and distances:

S 61°-12'-48" E a distance of forty-nine and thirty hundredths (49.30) feet to a point;

S 64°-13'-48" E a distance of three hundred forty-four and fifty-four hundredths (344.54) feet to a point;

S 61°-22'-17" E a distance of one hundred fifty-eight and ten hundredths (158.10) feet to a point;

S 65°-59'-01" E a distance of forty-five and eighty hundredths (45.80) feet to a point of non-tangential curve;

Thence, easterly continuing through land of Bayroot LLC, along a counter clockwise curve to the left, having a radius of three hundred eleven and fourteen hundredths (311.14) feet, having a chord distance of two hundred seventy-three and ninety-nine hundredths (273.99) feet on a course of S 88°-51'-40" E, along an arc length of two hundred eighty-three and seventy-two hundredths (283.72) feet to a non-tangential point;

Thence, continuing easterly through land of Bayroot LLC on the following course and distances:

N 65°-29'-11" E a distance of one hundred ten and forty-five hundredths (110.45) feet to a point;

N 63°-02'-38" E a distance of sixty-six and twenty-seven hundredths (66.27) feet to a point;

N 60°-23'-17" E a distance of sixty-eight and ninety-four hundredths (68.94) feet to a point;

N 56°-43'-07" E a distance of one hundred ninety-two and thirty-seven hundredths (192.37) feet to a point;

N 60°-42'-01" E a distance of one hundred two and nineteen hundredths (102.19) feet to a point;

N 65°-19'-08" E a distance of one hundred seventeen and forty-nine hundredths (117.49) feet to a point of non-tangential curve;

Thence, continuing easterly through land of Bayroot LLC, along a clockwise curve to the right having a radius of two hundred seventy-seven and fifty-seven hundredths (277.57) feet, having a chord distance of two hundred nine and twenty-eight hundredths (209.28) feet on a course of N 84°-56'-31" E, along an arc length of two hundred fourteen and fifty-nine hundredths (214.59) feet to a non-tangential point;

Thence, continuing easterly through land of Bayroot LLC on the following course and distances:

S 72°-04'-32" E a distance of one hundred twenty-three and eighty-four hundredths (123.84) feet to a point;

S 75°-07'-55" E a distance of two hundred ninety-five and eighty-seven hundredths (295.87) feet to a non-tangential point of curve;

Thence, southeasterly continuing through land of Bayroot LLC, along a clockwise curve to the right, having a radius of six hundred forty-five and fifty-one hundredths (645.51) feet, having a chord distance of two hundred sixty-one and seventy-five hundredths (261.75) feet on a course of S 58°-49'-51" E, along an arc length of two hundred sixty-three and fifty-eight hundredths (263.58) feet to a non-tangential of reverse curve;

Thence, easterly continuing through land of Bayroot LLC, along a counter clockwise curve to the left, having a radius of four hundred sixty-seven and seventy-eight hundredths (467.78) feet, having a chord distance of two hundred sixty-two and fifty-seven hundredths (262.57) feet on a course of S 64°-23'-56" E, along an arc length of two hundred sixty-six and fifteen hundredths (266.15) feet to a non-tangential point;

Thence, easterly continuing through land of Bayroot LLC, on a course of S 77°-43'-01" E a distance of one hundred sixty-five and fifty-one hundredths (165.51) feet to a non-tangential point of curve;

Thence, easterly continuing through land of Bayroot LLC, along a clockwise curve to the right, having a radius of seven hundred sixty-seven and ninety-two hundredths (767.92) feet, having a chord distance of one hundred sixty-two and ninety-three hundredths (162.93) feet on a course of S 67°-36'-48" E, along an arc length of one hundred sixty-three and twenty-four hundredths (163.24) feet to a non-tangential point of compound curve;

Thence, southeasterly continuing through land of Bayroot LLC, along a clockwise curve to the right, having a radius of two hundred sixty-nine and three hundredths (269.03) feet, having a chord distance of two hundred fifty-seven and twenty-four hundredths (257.24) feet on a course

of S 30°-00'-18" E, along an arc length of two hundred sixty-eight and twenty-one hundredths (268.21) feet to a non-tangential point of reverse curve;

Thence, southerly continuing through land of Bayroot LLC, along a counter clockwise curve to the left, having a radius of nine hundred three and fifteen hundredths (903.15) feet, having a chord distance of two hundred four and fifty-three hundredths (204.53) feet on a course of S 08°-50'-03" E, along an arc length of two hundred four and ninety-seven hundredths (204.97) feet to a point of compound curve;

Thence, southeasterly continuing through land of Bayroot LLC, along a counter clockwise curve to the left, having a radius of eight hundred ninety-four and thirty-one hundredths (894.31) feet, having a chord distance of five hundred fifty-three and thirty-three hundredths (553.33) feet on a course of S 37°-18'-55" E, along an arc length of five hundred sixty-two and fifty-six hundredths (562.56) feet to a non-tangential point;

Thence, easterly continuing through land of Bayroot LLC on the following courses and distances:

S 62°-40'-38" E a distance of two hundred forty-nine and twenty-one hundredths (249.21) feet to a point;

S 61°-30'-46" E a distance of seventy-four and forty-nine hundredths (74.49) feet to a point of non-tangential curve;

Thence, easterly continuing through land of Bayroot LLC, along a counter-clockwise curve to the left, having a radius of one thousand fifteen and sixteen hundredths (1015.16) feet, having a chord distance of two hundred sixty-five and ninety-two hundredths (265.92) feet on a course of S 74°-01'-28" E, along an arc length of two hundred sixty-six and sixty-eight hundredths (266.68) feet to a non-tangential point of reverse curve;

Thence, easterly continuing through land of Bayroot LLC, along a clockwise curve to the right, having a radius of seven hundred twenty-three and forty-two hundredths (723.42) feet, having a chord distance of one hundred ninety-four and ninety-three hundredths (194.93) feet on a course of S 72°-29'-38" E, along an arc length of one hundred ninety-five and fifty-two hundredths (195.52) feet to a non-tangential point;

Thence, easterly continuing through land of Bayroot LLC on a course of S 63°-19'-32" E a distance of two hundred twenty-eight and sixty-six hundredths (228.66) feet to a non-tangential point of curve;

Thence, easterly continuing through land of Bayroot LLC, along a counter-clockwise curve to the left, having a radius of three hundred eighty-nine and thirty-five hundredths (389.35) feet, having a chord distance of one hundred twelve and twenty-four hundredths (112.24) feet on a course of S 72°-55'-39" E, along an arc length of one hundred twelve and sixty-three hundredths (112.63) feet to a non-tangential point of compound curve;

Thence, easterly continuing through land of Bayroot LLC, along a counter-clockwise curve to the left, having a radius of six hundred seventy-three and eighteen hundredths (673.18) feet, having a chord distance of two hundred twenty and fifty-three hundredths (220.53) feet on a

course of N 85°-14'-00" E, along an arc length of two hundred twenty-one and fifty-three hundredths (221.53) feet to a non-tangential point;

Thence, easterly continuing through land of Bayroot LLC on a course of N 78°-35'-09" E a distance of four hundred ninety-three and fifty-one hundredths (493.51) feet to a point located on the westerly line of land conveyed to Central Maine Power Company by a deed dated November 14, 2016, and recorded in the Franklin County Registry of Deeds in Book 3872, Page 103, being the Township line by and between Skinner (T1 R 7 WBKP) and Merrill Strip (T2 R7 WBKP).

Bearings are based on a GPS Observation of GRID NORTH (UTM 19 FEET NAD83).

All monumentation noted as 3/4" capped iron rebar are topped with a red plastic cap inscribed "S.W.GOULD PLS 2318".

Reference is to made to a plat entitled "Plan Prepared for The Acquisition of an Easement by Central Maine Power Company from Bayroot, LLC.", dated November 13, 2018, prepared by Sackett & Brake Survey, Inc., drawing number 2018227, recorded in the Franklin County Registry of Deeds at Plan Book 6318.

MEPCO
Augusta, ME-Em.

Received
Franklin County Registry of Deeds
Susan A Black, REGISTER

A-4

TRANSMISSION CORRIDOR EASEMENT

THIS EASEMENT is granted and conveyed by **BAYROOT LLC**, a Delaware limited liability company with a mailing address of 150 Orford Road, P.O. Box 160, Lyme NH 03768 ("Grantor"), to **CENTRAL MAINE POWER COMPANY**, a Maine Corporation with a place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336 ("Grantee").

WHEREAS, Grantor is the owner of certain lands in Merrill Strip Township, T2 R7 WBKP, Franklin County, Maine conveyed to Grantor by deed recorded in Book 2387, Page 196 of the Franklin County Registry of Deeds; and

WHEREAS, Grantee desires to use a portion of such lands for purposes of preparing, laying, constructing, maintaining, operating, altering, improving and repairing a single 320 kV transmission line extending from land of Grantee located in Skinner Township, T1 R7 WBKP, conveyed to Grantee by the deed recorded in Book 3872, Page 103 of said Registry westerly and northwesterly to land of the Grantee located in Beattie Township, T2 R8 WBKP conveyed to Grantee by deed recorded in Book 3902, Page 329 of said Registry, in accordance with the terms set forth below (the "Permitted Use"), which portion is more generally depicted on the reduced copy of the survey more particularly bounded and described below and attached hereto as Schedule A, and which portion is hereinafter referred to as the "Transmission Corridor Easement Property."

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, with Quitclaim Covenant (effective as of the time of delivery hereof), a non-exclusive easement (the "Transmission Corridor Easement") over and upon the Transmission Corridor Easement Property, for the following purposes:

- a. to use existing roads within and proximate to the Transmission Corridor Easement Property to provide access for people, vehicles, tools or machinery to the Transmission Corridor Easement Property for the purposes described herein;
- b. to enter upon the Transmission Corridor Easement Property at any time with people, vehicles and all necessary tools and machinery for the purposes described herein;
- c. to clear and keep the Transmission Corridor Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions;
- d. to erect, construct, reconstruct, replace, remove, maintain, repair, rebuild, re-space, operate, use, and patrol a single 320 kV energy transmission line, including suitable and sufficient poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of

- electricity, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, and, without limiting the foregoing, for all Utility Services defined in accordance with 33 M.R.S.A. Section 458 pertaining to electricity, over, under and across the Transmission Corridor Easement Property;
- e. to transmit electricity over said transmission line for such lawful purposes as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use;
 - f. to establish any and all safety and reliability rules which Grantee deems necessary and proper, in its reasonable discretion, for the safe and reliable construction, operation, and maintenance of said structures, wires, and apparatus and the transmission of electricity; and
 - g. to erect and maintain signage, gates, and other barriers within the Transmission Corridor Easement Property as are reasonably necessary to restrict recreational vehicles or other public access onto or within the Transmission Corridor Easement Property, except as permitted on and across any crossings contemplated in Section 5 below.

The Transmission Corridor Easement shall be exercised within the Transmission Corridor Easement Property, being a corridor of land one hundred fifty (150) feet in width, together with an additional non-exclusive easement area thirty (30) feet wide extending one-hundred (100) feet in either direction from the southerly side of the angle point in the Transmission Corridor Easement for the purpose of installing, maintaining, repairing and replacing guy anchors, guy rods and guys and to keep as much of such area clear of vegetation as necessary (the "Guy Easement"), all as shown on a survey prepared for the Grantee by Sackett & Brake, Inc., dated July 25, 2019, plan number 2019163 and recorded in the Franklin County Registry of Deeds on substantially even date herewith, a reduced copy of which is attached hereto as Schedule A and made a part hereof (the "Survey") and as more particularly bounded and described in Schedule B attached hereto and made a part hereof.

GENERAL CONDITIONS

It is expressly understood that the foregoing easement rights, including but not limited to the above Guy Easement, are granted to Grantee subject to the following conditions, limitations and stipulations:

1. Permitted Use. Grantor conveys the Transmission Corridor Easement to Grantee only for the Permitted Use and related uses described above and hereby expressly reserves any and all other rights to the properties encumbered hereby. No other use of any kind by Grantee of the easement rights or the lands described herein will be permitted by Grantor nor may be

authorized or permitted by Grantee. This conveyance is executed and delivered by Grantor without representation or warranty, express or implied, as to the condition of the property or property interest hereby conveyed or as to its fitness, merchantability or suitability for the use or uses permitted hereby or otherwise or as to the existence, non-existence, extent or nature of defects of any kind or character therein or thereon and whether patent or latent.

2. Compliance with Laws. Grantee shall comply, at Grantee's expense, with all applicable permits, licenses, laws, regulations, rules and orders with respect to Grantee's exercise of the easements granted hereunder, and all related equipment, electricity, materials and improvements constructed or operated by Grantee hereunder, regardless of when they become effective. Grantee assumes the full responsibility of obtaining any and all required permits or licenses necessary for its exercise of the easements granted hereunder, and shall fully comply with all of the applicable permits, licenses, laws, rules, regulations, and requirements of any government, authority, agency, commission, or regulatory body ("governmental authority"), particularly (by way of example and not limitation) as the same may relate to protection of the environment, water, and air and the prevention of forest fires. If (a) Grantor or Grantee shall receive notice from any such government authority of any failure by Grantee to comply with such permits, licenses, laws, regulations, rules and orders in connection with Grantee's exercise of the easements granted hereunder (a "Violation"), and (b) Grantee shall fail to cure such Violation within ninety (90) days after Grantee receives written notice of such Violation from Grantor or any such government authority or within such other time period as may be required under such written notice by any such governmental authority, then Grantor, at its option, shall have the right to temporarily suspend Grantee's activities hereunder until Grantee provides Grantor with evidence of compliance acceptable to Grantor; provided, however, that if a timely good-faith application or appeal is made by Grantee with respect to a Violation and is pending on said deadline, then Grantor shall not exercise any such right to temporarily suspend Grantee's activities until a final administrative decision has been made on such application or appeal, so long as Grantee ceases any ongoing activities which are asserted by such governmental authority to constitute a Violation.
3. Indemnification. Except to the extent arising from the negligence or willful misconduct of Grantor (or Grantor's employees, agents, or independent contractors), Grantee shall defend, indemnify and hold harmless Grantor from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: (a) Grantee's exercise or non-exercise of its rights under the Transmission Corridor Easement, including, but not limited to, the use of the Transmission Corridor Easement Property by Grantee, its employees, agents, and independent

contractors, (b) Grantee's failure to comply with applicable permits, licenses, laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantee's use of the Transmission Corridor Easement or Transmission Corridor Easement Property, or (c) any lien on any of Grantor's property, including but not limited to the Transmission Corridor Easement Property, arising in connection Grantee's operations. The obligations herein shall survive any termination of this Transmission Corridor Easement.

Except to the extent arising from the negligence or willful misconduct of Grantee (or Grantee's employees, agents, or independent contractors), Grantor shall defend, indemnify and hold harmless Grantee from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: (i) the use of the Transmission Corridor Easement Property by Grantor, its employees, agents, and independent contractors, or (ii) Grantor's failure to comply with applicable laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantor's use of the Transmission Corridor Easement Property.

4. Property Taxes. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor, and shall be responsible for any personal property taxes assessed against Grantee, resulting from (a) personal property of Grantee, or (b) improvements made by Grantee to the Transmission Corridor Easement Property. Grantee shall be responsible for any penalties arising from withdrawal of any portion of the Transmission Corridor Easement Property or any other lands of Grantor classified under the Maine Tree Growth Tax Law or any similar tax classification arising from the conveyance of or exercise of rights pursuant to this easement, or any other action taken by Grantor or Grantee relating to the Transmission Corridor Easement Property. The obligations herein shall survive any termination of this Transmission Corridor Easement.

5. Transmission Corridor Easement Property Crossings.
 - a. *Existing Crossings.* Grantor reserves the right to use and maintain the two existing roads across the Transmission Corridor Easement Property as shown on the Survey, each reserved road crossing to be fifty (50) feet in width, centerlined on the existing road surface, and to grant to others easements or licenses to use any such roads and crossings.

- b. *New Improved and Unimproved Road/Trail Crossings.* Grantor further reserves the right to construct, use and maintain new, improved road crossings (including but not limited to gravel road crossings) not more than 35 feet in width and new unimproved roads and trails for timber harvesting and other purposes, across the Transmission Corridor Easement Property, and to grant to others easements or licenses to use any such new roads and trail crossings; provided, however, that (i) any such new roads and trail crossings shall be substantially perpendicular to the Transmission Corridor Easement Property and made at a location approved by Grantee, which approval shall not be unreasonably withheld, (ii) any such crossings shall be used and maintained in such manner as will not materially interfere with or impair the operations of Grantee's installations, or the exercise by Grantee of any of its rights under the Transmission Corridor Easement, (iii) the use and maintenance of any such crossings shall be consistent with appropriate customary safety regulations and any additional reasonable provisions Grantee may require, provided, however, that Grantee shall have notified Grantor in writing of any such regulations and provisions, (iv) any work related to such crossings (including but not limited to any alterations or improvements to Grantee's structures or apparatus necessitated by any such crossing, as reasonably determined by Grantee prior to Grantee's approval of any such crossing) shall be performed at the sole cost and expense of Grantor or Grantor's assigns; and (v) any such crossings shall be maintained and restored to a stable site condition so as to prevent soil erosion and soil rutting within or adjacent to the Transmission Corridor Easement Property.
- c. In addition to the provisions of General Conditions Paragraph 2, Grantee shall construct, use and maintain its facilities within the Transmission Corridor Easement Property (including any portion within the Crossings, which for purposes of this paragraph shall include those roads and trails contemplated under both Sections 5(a) and (b) above) in accordance with the National Electric Safety Code so as to permit and not otherwise impair the normal passage of teams, trucks, tractors and other means of transportation, silviculture, logging and timber harvesting equipment that move over or across the same in accordance with the foregoing reserved rights. Without limiting the generality of the foregoing, Grantee acknowledges that the exercise of the foregoing reserved rights shall and may include the passage of vehicles and materials up to twenty-two (22) vertical feet within the Crossings and Grantee agrees that the maximum conductor sag shall have a minimum clearance of not less than thirty four (34) feet between the existing ground level and the conductor and exercise by Grantee of any rights under this Easement shall be done in such a way as to permit and not otherwise impair such reserved rights. Nothing contained herein shall be deemed to (i) require Grantee to maintain any particular road or trail crossings within the same, or (ii) prevent Grantee from erecting and maintaining

signage, gates, fences, and other barriers in order to restrict recreational vehicles or other public access from the same, provided that reasonable mutually acceptable accommodations are made in advance for the road/trail crossings contemplated by this Section.

- d. The height of any vehicles or equipment (including product or materials transported thereon) operated, placed or maintained within the Crossings shall not exceed twenty-two (22) feet. Grantor's reserved rights to construct, use and maintain roads and trails under Section 5(a) and (b) above are subject to the foregoing height restriction. Further, provided that Grantee's exercise of its rights hereunder are in accordance with the terms of this Easement, including but not limited to the terms of Section 5(c) above, Grantor further agrees that it shall not strike or contact any structures, guy wires, grounding wires or conductors that Grantee has erected on the Transmission Corridor Easement Property in accordance with the terms of this Easement and shall, at all times, be in compliance with the "Overhead High-voltage Line Safety Act", M.S.R. Title 35-A Sections 751 - 761 as from time to time amended . Other than in the exercise of rights reserved under this Easement, Grantor shall not park or operate any vehicles or equipment within the crossings or within the Transmission Corridor Easement Property. Grantor shall not yard or load forest products within the Transmission Corridor Easement Property (including crossings) without the prior approval of Grantee, which approval shall not unreasonably be withheld. In the event Grantor, or those operating for or through Grantor, does strike or contact any structures, guy wires, grounding wires or conductors of Grantee, such party shall notify Grantee immediately regardless of whether any apparent damage occurred to Grantee's facilities.

6. Grantor's Non-Interference. The Grantor and its successors, heirs and assigns, covenants and agrees that it will not erect or permit the erection or maintenance of any building, utilities or other structure of any kind or nature under or upon the Transmission Corridor Easement Property, and will not place any material on, or permit or allow any material of any kind or nature to accumulate on or be removed from said premises if, in the reasonable opinion of the Grantee, its successors and assigns, such erection, maintenance or action would endanger or interfere with current or future use of said easement area in Grantee's operation as a public utility.

7. Prior to Clearing or Construction. Prior to the start of clearing for or construction of the transmission line, Grantee shall provide to Grantor, (a) a plan that describes the type and location of facilities to be constructed by Grantee on the Transmission Corridor Easement Property and (b) a general schedule for construction of the permanent improvements, including anticipated dates and schedules for commencement and completion of construction.

All trees and timber growing in the Transmission Corridor Easement Property remain the property of Grantor. However, during the term of this Transmission Corridor Easement, Grantee shall have the right to harvest and clear timber on the Transmission Corridor Easement Property, with no payment to Grantor. Prior to any and all clearing of timber associated with the Permitted Use, Grantee shall provide notice to Grantor of the location of all such timber to be cleared, the intended dates of commencing and completing the clearing operations, and the permit conditions applicable to such clearing, if any. In addition to conforming with all applicable laws, regulations, and permit conditions, clearing operations shall comply with Best Management Practices, unless expressly exempted by permit. Grantee must clearly mark with flagging in the field the boundaries of all such areas to be cleared prior to notice. All timber severed from the stump shall become the property of Grantee, who shall affect the removal of all such wood from the Transmission Corridor Easement Property as soon as is reasonably practicable. Grantee may not yard, pile or otherwise store such wood, including chips, tops, brush or stumps, on Grantor's property outside the Transmission Corridor Easement Property without the written permission of Grantor. After construction of the transmission line, Grantee will provide reasonable advance written notice to Grantor of its vegetation maintenance schedule for the Transmission Corridor Easement Property and will permit Grantor or its designee to observe such vegetation maintenance.

8. Insurance. Prior to the start of clearing for construction of the transmission line, Grantee shall also provide to Grantor a certificate of insurance demonstrating commercially standard coverage for the intended activities and listing Grantor as an Additional Insured thereunder. Grantee shall maintain such coverage at all times thereafter, and Grantee shall provide certificates or other proof of such insurance to Grantor when reasonably requested. The minimum standard for commercially standard coverage hereunder shall include (a) commercial general liability insurance in an amount not less than \$5,000,000 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit.
9. Protection of Grantor's Property. Grantee shall not allow any Hazardous Substances to be stored, located, discharged, generated, released, possessed, managed, processed or otherwise handled on Grantor's Property, including but not limited to the Transmission Corridor Easement Property, except Hazardous Substances which (a) are stored, generated, discharged, possessed, managed, processed or otherwise handled by Grantee pursuant to validly issued permits issued by the applicable governmental authority which are in full force and effect held by Grantee, and (b) are used, stored, disposed of and handled in compliance with and in quantities permitted by all applicable Environmental Protection Laws, and Grantee shall comply with all Environmental Protection Laws affecting its use and exercise of

the rights conferred herein and its operations hereunder, including those laws regarding the generation, storage, disposal, release and discharge of Hazardous Substances. For purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material in quantity or concentration defined as such in (or for purposes of) or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, any "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Protection Laws"). Grantee assumes all risks and liability of any kind and nature incident to, occasioned by, or resulting in any manner from its use and exercise of the rights conferred herein and its operations hereunder, and agrees to keep the Grantor's property, including but not limited to the Transmission Corridor Easement Property, duly and fully protected against liens of every character arising in connection with or resulting from the same. The obligations herein shall survive any termination of this Transmission Corridor Easement.

10. Maintenance of Transmission Corridor Easement Property. Grantee shall maintain its improvements and personal property, including without limitation its power line, within the Transmission Corridor Easement Property in good repair. Grantee shall at all times keep the Transmission Corridor Easement Property in safe and clean condition, and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, used cans or containers, or other debris on the Grantor's property, including but not limited to the Transmission Corridor Easement Property, but shall keep the same free and clear of all such refuse; provided, however, that nothing contained herein shall be deemed to require Grantee to maintain (or clean up after any user of) any road or trail crossings allowed pursuant to Section 5 above, or any Other Installations allowed pursuant to Section 6 above. Within a reasonable time after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Transmission Corridor Easement Property, and render the surface of the land to as near its original (cleared) condition as may be practicable. In the event that Grantee shall not keep and maintain and restore the Transmission Corridor Easement Property as required hereunder within ninety (90) days after written notice given by Grantor (or shall not, within said 90-day period, commence the necessary maintenance or restoration work and thereafter diligently prosecute such work to completion), Grantor will have the option to undertake such maintenance or restoration at the sole cost and expense of Grantee, including any and all cost of legal fees associated with the collection or restoration process undertaken by Grantor. Grantee shall remain liable to Grantor and others for maintenance and repairs to other lands of Grantor, reasonable wear and tear excepted, arising from the exercise by Grantee, its employees, agents and independent contractors, of the easements granted hereunder. The obligations herein shall survive any termination of this Transmission Corridor Easement.

11. Condition of Transmission Corridor Easement Property. Grantee acknowledges and declares that neither Grantor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Grantor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, upon which Grantee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Transmission Corridor Easement Property except as may be set forth herein. Grantee has had full, complete and unlimited access to the Transmission Corridor Easement Property for all tests and inspections that Grantee, in its sole discretion, deems sufficiently diligent for the protection of Grantee's interests. The foregoing acknowledgements are a material and integral part of this agreement, and are a component of the consideration paid for this Transmission Corridor Easement.
12. Successors and Assigns. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This instrument shall not be binding on any party hereto unless and until the same is executed by all parties hereto. Grantee shall have the right to assign, at any time and from time to time, this Transmission Corridor Easement, and the rights and obligations hereunder, in its entirety, provided that any such assignee shall be at such time of assignment, or coincident with such assignment shall become, either the (i) fee owner of the abutting corridor parcels in Beattie Township and Skinner Township or (ii) a holder of an easement for the same or substantially similar rights to construct and operate a single 320kV transmission line as those set forth herein as the Permitted Uses, of no less than one hundred and fifty feet (150) in width of the said abutting corridor parcels contiguous with the Transmission Corridor Easement ("Permitted Assignee"). The Grantee hereunder warrants that as of the date hereof it is the fee owner of said abutting corridor parcels in Beattie Township and Skinner Township. Grantee further covenants that if the above described abutting fee or easement interest are subsequently transferred or conveyed by the Permitted Assignee following any assignment hereunder, this Transmission Corridor Easement will be transferred or conveyed by the Permitted Assignee, in its entirety, together with those interests to the same successor, and that this Transmission Corridor Easement will not be transferred or conveyed independent from those interests. For purposes of clarity, it is the intention of this Section 12 that the Transmission Corridor Easement be held by the same fee owner or easement holder, as the case may be, of that portion of the abutting lands consisting of one hundred and fifty feet in width and being contiguous with the Transmission Corridor Easement. Grantee shall provide Grantor with prompt written notice setting forth the name and address of any such successor and assign for notice purposes.
13. Notices. All notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the following addresses: if to Grantor,

Bayroot LLC, c/o Wagner Forest Management, Ltd., Attn: Thomas J. Colgan, P.O. Box 160, 150 Orford Road, Lyme, New Hampshire 03768; and if to Grantee, Central Maine Power Company, 83 Edison Drive, Augusta, Kennebec County, Maine 04336 (or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above). Each party, its successors and assigns, shall keep the other party advised of its current mailing address and the representative who will handle inquiries and notifications hereunder.

14. Severability. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement.
15. Governing Law. This Easement shall be construed and interpreted in accordance with the laws of the State of Maine. All and any disputes arising out of or in connection with this Easement shall be adjudicated in the federal or state courts located in the State of Maine, to whose jurisdiction the parties hereby irrevocably submit for such purposes.
16. Entire Agreement. This Easement and the separate agreement referred to in Section 17 below constitute the entire understanding of the parties with respect to its subject matter. This Easement may not be altered or amended except by a writing signed by both parties.
17. Abutting property lease.
 - a. Grantee is the lessee ("Lessee") under a certain lease agreement with the Passamaquoddy Tribe as lessor ("Lessor"), pertaining to a three hundred (300) by three hundred (300) foot lease area located along a portion of property in Lowelltown Township, which property is described in a deed from Great Northern Nekoosa Corporation to the United States of America, as Trustee for the benefit of the Passamaquoddy Tribe, recorded in the Franklin County Registry of Deeds in Book 718, Page 128 ("Lease") and which abuts other land of the Grantee located in said Skinner and Beattie Townships. In further consideration of the Transmission Corridor Easement, Grantee's rights hereunder are subject to a separate agreement to be executed by Grantor and Grantee on substantially even date, the terms of which are incorporated herein, which separate agreement provides, in part, that Grantor has the right to terminate this Transmission Corridor Easement upon the occurrence of certain event(s) set forth therein. Grantor agrees that, if Grantee is not in default of any such separate agreement or has satisfied its obligations in full under the same, upon written request of Grantee, Grantor shall in each case execute a recordable estoppel certificate or instrument reasonably satisfactory Grantee evidencing the same.

b. In the event Grantee assigns its rights as Lessee under the Lease to a party other than the then Grantee of this Transmission Corridor Easement (or a permitted assignee hereunder), then Grantor shall have the right to terminate this Transmission Corridor Easement upon providing one hundred eighty (180) days written notice of termination to Grantee and an opportunity of Grantee to cure such event of termination within said period. At the expiration of said notification period, unless such event of termination has been cured within said period to Grantor's satisfaction, this Transmission Corridor Easement shall automatically terminate and be of no further force and effect except that those obligations and indemnification provisions which specifically survive termination hereof shall remain in full force and effect.

c. Upon request of Grantor, Grantee shall execute any instrument or document evidencing any such termination of this Transmission Corridor Easement, in a form provided by Grantor.

To have and to hold said right of way and easement with all privileges and appurtenances hereof unto Grantee, its successors and assigns forever.

{Signatures appear on the following pages.}

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 28th
day of August, 2019.

Witness:

Grantor: **BAYROOT LLC**
By: Wagner Forest Management, Ltd.
Its Manager

[Signature]

By: *[Signature]*
Daniel H. Hudnut, Executive Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

Then personally appeared the above-named Daniel H. Hudnut, Executive Vice President of Wagner Forest Management Ltd., Manager of Bayroot LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this 28 day of August, 2019.

[Signature]

Printed Name: _____

Notary Public

My Commission Expires: _____

VICTORIA MAURER, Notary Public
My Commission Expires March 13, 2020

SEAL

{Signatures continue on the following pages.}

Witness:

Grantee: **Central Maine Power Company**

By: *Douglas A. Herling*
Its: President & Chief Executive Officer
Printed name: Douglas Herling

STATE OF MAINE
COUNTY OF KENNEBEC

Then personally appeared the above-named Douglas Herling, President & Chief Executive Officer 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 corporation.

Before me this 28th day of August, 2019.

Elysabeth L. Armstrong

Printed Name:
Notary Public
My Commission Expires: _____

Elysabeth L. Armstrong
Notary Public, State of Maine
My Commission Expires 9/19/2023

{Signatures continues on the following page.}

Witness:

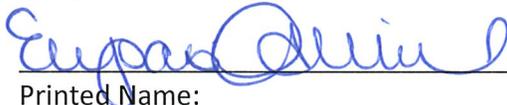
Grantee: **Central Maine Power Company**

_____ By: 
 Its: Vice President, Controller & Treasurer
 Printed name: Eric Stinneford

STATE OF MAINE
COUNTY OF KENNEBEC

Then personally appeared the above-named Eric Stinneford, Vice President, Controller & Treasurer 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 corporation.

Before me this 28th day of August, 2019.


 Printed Name: _____
 Notary Public
 My Commission Expires: _____

Elysabeth L. Armstrong
 Notary Public, State of Maine
 My Commission Expires 9/19/2023

SCHEDULE B

Certain lots or parcels of land situated on the northerly, southwesterly, and southerly side of Merrill Strip Road, so-called, a private road, located in the township of Merrill Strip (T2 R7 WBKP), County of Franklin, and State of Maine, bounded and described as follows, to wit:

Transmission Corridor Easement Property:

Beginning on the township line, between Skinner Township (T1 R7 WBKP) and Merrill Strip Township (T2 R7 WBKP), at a point marked by a $\frac{3}{4}$ " capped iron rebar set (2017) at the southwesterly corner of land conveyed to Central Maine Power Company by a deed dated November 14, 2016 and recorded in the Franklin County Registry of Deeds in Book 3872, Page 103;

Thence, northwesterly on a course of N 77°-44'-32" W through land conveyed to Bayroot LLC by a deed dated November 21, 2003 and recorded in the Franklin County Registry of Deeds in Book 2387, Page 196 a distance of three thousand seventy-three and fifty hundredths (3073.50) feet to an unmonumented angle point;

Thence, northwesterly on a course of N 39°-29'-05" W continuing through said land of Bayroot LLC a distance of two thousand one and ninety-five hundredths (2201.95) feet to a point marked by a $\frac{3}{4}$ " capped iron rebar set (2017) on the township boundary between Beattie Township (T2 R8 WBKP) and Merrill Strip Township (T2 R7 WBKP), being located at a southeasterly corner of land of E.J. CARRIER, INC., reference is made to a deed dated November 4, 2009 and recorded in the Franklin County Registry of Deeds in Book 3202, Page 128, also being a southwesterly corner of land conveyed to Central Maine Power Company by a deed dated April 14, 2017 and recorded in the Franklin County Registry of Deeds in Book 3902, Page 329, said point being located on a course of N 77°-48'-23" E along the township line a distance of seven hundred nineteen and ninety-seven hundredths (719.97) feet from the center line of the Merrill Strip Road;

Thence, easterly on a course of N 77°-48'-23" E along the township boundary between Beattie Township (T2 R8 WBKP) and Merrill Strip Township (T2 R7 WBKP), being the southerly line of land conveyed to Central Maine Power Company by deed recorded in Book 3902, Page 329, a distance of one hundred sixty-eight and seventy-nine hundredths (168.79) feet to a point marked by a $\frac{3}{4}$ " capped iron rebar set;

Thence, southeasterly on a course of S 39°-29'-05" E through said land of Bayroot LLC a distance of two thousand seventy-two and fifty-three hundredths (2072.53) feet to an angle point marked by a $\frac{3}{4}$ " capped iron rebar set;

Thence, easterly on a course of S 77°-44'-32" E continuing through said land of Bayroot LLC a distance of two thousand nine hundred sixty-three and fifty-four hundredths (2963.54) feet to a point marked by a $\frac{3}{4}$ " capped iron rebar set on the township boundary between Skinner Township (T2 R8 WBKP) and Merrill Strip Township (T2R7 WBKP), being the westerly line of land conveyed to Central Maine Power Company by deed recorded in Book 3872 Page 103;

Thence, southerly on a course of S 08°-51'-35" E along the township boundary between Skinner Township and Merrill Strip Township, being the westerly line of land conveyed to Central Maine Power Company by deed recorded in Book 3872, Page 103 a distance of one hundred sixty and eighty hundredths (160.80) feet to the point and place of beginning.

Containing 17.75 Acres of land, more or less.

Bearings are based on a GPS Observation of GRID North (UTM Zone 19).

All monumentation noted as ¾" capped iron rebar set is topped with a red plastic cap inscribed "S.W. GOULD PLS 2318".

Reference is made to a plan entitled "Plan Prepared for The Acquisition of a Transmission Corridor Easement by: Central Maine Power Company from: Bayroot LLC", dated July 25, 2019, prepared by Sackett & Brake Survey, Inc., drawing number 2019163, as part of project 2017001, said plan to be recorded in the Franklin County Registry of Deeds.

Guy Easement Area:

Beginning at an unmonumented angle point located at the southwesterly corner of the Transmission Corridor Easement Property described hereinabove;

Thence, easterly on a course of S 77°-44'-32" E along the southerly line of said Transmission Corridor Easement Property a distance of one hundred and zero hundredths (100.00) feet to a point marked by a ¾" capped iron rebar set;

Thence, southerly on a course of S 12°-15'-28" W through said land conveyed to Bayroot LLC by a deed dated November 21, 2003 and recorded in the Franklin County Registry of Deeds in Book 2387, Page 196 a distance of thirty and zero hundredths (30.00) feet to a point marked by a ¾" capped iron rebar set;

Thence, westerly on a course of N 77°-44'-32" W continuing through said land of Bayroot LLC a distance of one hundred ten and forty-one hundredths (110.41) feet to a point marked by a ¾" capped iron rebar set;

Thence, northwesterly on a course of N 39°-29'-05" W continuing through said land of Bayroot LLC a distance of one hundred ten and forty-one hundredths (110.41) feet to an angle point marked by a ¾" capped iron rebar set;

Thence, northeasterly on a course of N 50°-30'-55" E continuing through said land of Bayroot LLC a distance of thirty and zero hundredths (30.00) feet to a point marked by a ¾" capped iron rebar set on the southwesterly line of land of the Transmission Corridor Easement Property;

Thence, southeasterly on a course of S 39°-29'-05" E along the southwesterly line of land of the Transmission Corridor Easement Property a distance of one hundred and zero hundredths (100.00) feet to the point and place of beginning.

Containing 6,312.15 Square Feet (0.14 Acres) of land, more or less.

Bearings are based on a GPS Observation of GRID North (UTM Zone 19).

All monumentation noted as ¾" capped iron rebar set is topped with a red plastic cap inscribed "S.W. GOULD PLS 2318".

Reference is made to a plan entitled "Plan Prepared for The Acquisition of a Transmission Corridor Easement by: Central Maine Power Company from: Bayroot LLC", dated July 25, 2019, prepared by Sackett & Brake Survey, Inc., drawing number 2019163, as part of project 2017001, said plan to be recorded in the Franklin County Registry of Deeds.

Received
Franklin County
Susan A Black
REGISTER

Eston Peabody, Bangor - EMC

TRANSFER TAX PAID

DEED INDENTURE

Wyman Hydro Project
Somerset County

004172

CENTRAL MAINE POWER COMPANY, a Maine corporation, with a place of business in Augusta, Kennebec County, Maine (hereinafter referred to as "CMP," which word is intended to include, unless expressly stated otherwise, CMP and its successors and assigns), for consideration paid, releases to FPL ENERGY MAINE HYDRO LLC, a Delaware limited liability company, with a mailing address of 100 Middle Street, Portland, Maine 04101 (hereinafter referred to as "FPL," which word is intended to include, unless expressly stated otherwise, FPL and its successors and assigns), certain land and interests in land with the buildings and improvements thereon in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place, all in Somerset County, Maine, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter, the "Granted Premises").

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP, its successors and assigns forever, the easements and real property in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place in Somerset County, Maine, more particularly described in Exhibit B attached hereto and made a part hereof (hereinafter "CMP's Reserved Easements").

CMP and FPL acknowledge that the Wyman Hydro Project is licensed by the Federal Energy Regulatory Commission (hereinafter, "FERC"). CMP's Reserved Easements in this Deed Indenture are, to the extent they affect any Project Lands, Works or Waters identified in the FERC license, subject to the terms and conditions of that license and to the following covenants:

- (1) The use of lands or rights reserved herein shall not endanger health, create a nuisance or otherwise be incompatible with overall project recreational use;
- (2) CMP, its successors and assigns, shall take all reasonable precautions to insure that the construction, operation, and maintenance of CMP's

- structures or facilities will occur in a manner that will protect the scenic, recreational and environmental values of the project; and
- (3) CMP, its successors and assigns, will not unduly restrict public access to project waters.

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP, its successors and assigns forever, the land in the Town of Moscow in Somerset County, Maine, more particularly described in Exhibit C attached hereto and made a part hereof (hereinafter, "CMP's Substation Yard"); subject, however, to any easements conveyed thereon as set forth in Exhibit A attached hereto.

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP all of CMP's Personal Property, as hereinafter defined, located on or attached to those portions of the Granted Premises burdened by CMP's Reserved Easements.

Also, EXCEPTING any personal property and fixtures that are owned by the dam operators or their families, or other employees and their families, situated on the Granted Premises. Also, EXCEPTING any camps and fixtures that are owned by the lessees or sublessees of CMP or their families situated on the Granted Premises, including the camp docks and fixtures and appurtenances related thereto, wherever situated. Also, EXCEPTING any camp docks and fixtures and appurtenances related thereto belonging to third parties, including without limitation camp lot owners, some but not all of which are shown on the Project Plans.

Wherever used in this Deed Indenture with initial capitalization, the term "CSI Agreement" means the Continuing Site/Interconnection Agreement dated January 6, 1998 by and between Central Maine Power Company and National Energy Holdings, Inc., now known as FPL Energy Maine, Inc., as amended on June 16, 1998, as affected by an Assignment and Assumption Agreement from FPL Energy Maine, Inc. to FPL dated as of June 16, 1998, a Notice of which is dated March 30, 1999 and recorded at the Somerset County Registry of Deeds in Book 2537, Page 78.

CMP and FPL (hereinafter, individually, a "Party" and collectively, the "Parties") hereby acknowledge, covenant and agree that (i) the terms and limitations of the CSI Agreement define certain continuing responsibilities and obligations of the Parties with respect to the use of and access to the other Party's property, assets and facilities, and (ii)

the terms of the CSI Agreement and this Deed Indenture shall be construed such that all of the terms of the CSI Agreement and this Deed Indenture shall be given full force and effect to the greatest extent possible. Moreover, Section 3.2.3(b) of the CSI Agreement is hereby incorporated by this reference and shall be given full force herein and is intended to apply to all easements granted and reserved herein notwithstanding anything to the contrary in this Deed Indenture. Except as otherwise specifically provided in this Deed Indenture (as indicated by the expression "Notwithstanding anything to the contrary contained in the CSI Agreement"), to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this Deed Indenture, the terms of the CSI Agreement shall control. For the purposes of this Deed Indenture, terms of the CSI Agreement and this Deed Indenture shall be deemed "directly inconsistent" if giving full effect to such terms would be impossible, illogical, or absurd.

FPL and CMP hereby covenant and agree to the extent that there are any facilities, structures or equipment, together with the foundations (excluding buildings and generation-asset-related structures and facilities included in the description of the Granted Premises) and related equipment and appurtenances thereto, which constitute transmission and distribution facilities, structures or equipment, or which facilities, structures or equipment are by the express terms of this Deed Indenture, the CSI Agreement, the Site Separation Document for W.S. Wyman Hydro (Supplement to the CSI Agreement - Document 031), or any Bill of Sale between the Parties reserved to or retained by CMP (hereinafter, collectively, "CMP's Personal Property"), that: (1) CMP's Personal Property is and shall continue to be personal property notwithstanding its affixation or annexation to any real property; and (2) CMP's Personal Property is hereby severed and shall be and remain separate and severed from the real property on which it is located, even if affixed or annexed thereto now or in the future; and (3) no interest in CMP's Personal Property is being conveyed by this Deed Indenture. To the extent applicable, this document shall constitute an agreement pursuant to 33 M.R.S.A. Section 455.

CMP and FPL hereby acknowledge, covenant and agree that (i) except as otherwise specifically provided in this Deed Indenture, all easements and licenses included within the definitions of the Granted Premises and CMP's Reserved Easements

shall be perpetual, subject to amendment or relocation thereof from time to time pursuant to the CSI Agreement, (ii) upon the termination of the CSI Agreement, all easements and licenses included within the definitions of the Granted Premises and CMP's Reserved Easements shall continue in full force and effect to the same extent such easements and licenses exist immediately prior to the termination of the CSI Agreement, and (iii) except as otherwise expressly stated in this Deed Indenture, wherever in this Deed Indenture the consent of one Party is required, the Party from whom the consent is required agrees that it will not unreasonably withhold, delay or condition its consent. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

For the purposes of this Deed Indenture, the term "Retained Land of CMP" shall mean and include (i) all of the real property designated on the Project Plans (as hereinafter defined) as "RETAINED LAND OF CMP," "CMP CO RETAINED LAND," "RETAINED LAND OF CMP FOR SUBSTATION YARD," or with words of similar import, and (ii) those portions of any transmission corridors shown on the Project Plans which are located outside the Project Boundary (as hereinafter defined).

IN WITNESS WHEREOF, the said Central Maine Power Company has caused this instrument to be executed by Sara J. Burns, its duly authorized President, as of the 7th day of April, 1999.

CENTRAL MAINE POWER COMPANY, a Maine corporation

By: Sara J. Burns

Its: President

Printed Name: Sara J. Burns

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

On April 6, 1999, personally appeared the above-named Sara J. Burns, President of Central Maine Power Company, and acknowledged the foregoing to be her

BK 254 OPG 114

FINAL: April 8, 1999
3:04 PM
Wyman Hydro
Somerset

free act and deed in her said capacity and the free act and deed of said Central Maine Power Company.

Before me,

Sara Oliver
Notary Public
Printed Name:

SARA OLIVER
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JANUARY 29 2001

SEAL

GRANTEE'S ACCEPTANCE

The said FPL ENERGY MAINE HYDRO LLC hereby acknowledges its acceptance of this Deed Indenture and its agreement to the terms, conditions and provisions set forth therein, and has caused this instrument to be executed by FPL Energy Maine, Inc., its sole member, by John W. Stanton, FPL Energy Maine, Inc.'s duly authorized Vice President, as of the 7th day of April, 1999.

FPL ENERGY MAINE HYDRO LLC, a Delaware limited liability company

By: FPL Energy Maine, Inc., its sole member

By: [Signature]
Its: Vice President
Printed Name: John W. Stanton

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

On April 6, 1999, personally appeared the above-named John W. Stanton, Vice President of FPL Energy Maine, Inc., sole member of FPL ENERGY MAINE HYDRO LLC and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said FPL Energy Maine, Inc. and of said FPL ENERGY MAINE HYDRO LLC.

SEAL

Before me,

Janet D. Eustis
Notary Public
Printed Name: Janet D. Eustis
Commission expires: 9/12/05

Exhibit A**Granted Premises****Wyman Hydro Project
Somerset County****Parcel One**

Subject to exceptions and reservations set forth on Exhibit B and Exhibit C herein and/or the Project Plans hereinafter described, the land and interests in land with any improvements thereon (including without limitation all generation-asset-related facilities, structures and equipment, the dams across the Kennebec River, the powerhouse, fish ladder, flumes, penstocks, gates, gatehouses, spillways, retaining walls, buildings, structures and appurtenances thereto, if any) situated in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place, all in Somerset County, Maine, more particularly bounded and described as follows:

A. All real estate and interests in real estate including any fee interests and riparian rights related thereto, easement rights, mill privileges, and flowage rights of CMP within the "Project Boundary" (hereinafter, the "Project Boundary") as shown on plans captioned "Wyman Project Plan," Drawing 198-22-001, Sheets 1 through 6, dated March 26, 1999, which plans are recorded in the Somerset County Registry of Deeds in File No. 99 Pages 24, 25, 26, 27, 28 and 29 (hereinafter, the "Project Plans"). FPL hereby acknowledges that the nature of the interests herein conveyed varies amongst fee, easement and other rights and that CMP makes no representations or warranties as to the nature or quality of such interests.

B. All CMP's right, title and interest, if any, in and to flowage rights, whether acquired by prescription or otherwise, over lands flowed by the dams herein conveyed, including without limitation such flowage rights as have been acquired by CMP or its predecessors in title by virtue of current and/or historic flowage, together with the right to flow the Retained Land of CMP to the extent such land is currently or has been historically flowed by CMP.

C. All right, title and interest of CMP, if any, in and to those portions of railroad rights of way and the roads known as Town Road, Country River Road, and Route 201, situated within the land described above, and subject to rights of CMP reserved herein, rights of the public, and rights of others therein.

D. Together with an easement in common with CMP; its successors and assigns, for access on foot and with vehicles and to place fences and gates on a strip of land on the easterly side of County Road in Pleasant Ridge, which strip is situated between Points J and T on the Project Plans, and between the easterly side of County Road and the Project Boundary.

E. Together with all right, title and interest of CMP, if any, in and to Station Road (aka Town Road), such right, title and interest to be in common with CMP, its successors and assigns, and others.

F. Together with CMP's right, title and interest, if any, in and to any portions of public roads and ways that abut the Project Boundary between the abutting sideline or sidelines and the centerline of such public roads and ways.

Parcel Two: Stormwater Drainage Easement

A perpetual, non-exclusive right and easement over the Retained Land of CMP for the purpose of providing natural stormwater runoff from the Granted Premises as currently exists.

Parcel Three: Substation Easement

The perpetual, non-exclusive right and easement for access to and use of CMP's Substation Yard to erect, construct, maintain, repair, rebuild, replace, operate, patrol and remove FPL's cables, control cables, disconnects, terminators, surge arresters, and circuit breakers for delivery of electrical energy generated on the Granted Premises to CMP's transmission and distribution facilities together with all necessary equipment and appurtenances, including use of CMP's support structures, ducts, cable trays and appurtenances where necessary or convenient, all in accordance with the CSI Agreement (hereinafter, the "Substation Easement"). The Substation Easement shall include free access to and over CMP's Substation Yard subject only to any restrictions agreed upon by CMP and FPL and subject to reasonable rules and regulations that CMP may impose, provided that such rules and regulations are applied uniformly and fairly to all users of CMP's Substation Yard, including each of CMP's and FPL's own employees, agents, contractors, lessees and invitees.

FPL shall not materially increase the use or change the nature of the use of CMP's Substation Yard from CMP's current generation-related usage without the prior written consent of CMP. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

CMP and FPL covenant and agree that the portion of CMP's Substation Yard fenced in from time to time shall be secured to restrict access, provided that FPL shall have sufficient access by foot and by vehicle for maintenance, repair and replacement of FPL's facilities located therein. CMP's security facilities (such as fences, gates, doors, locks, cameras and other electronic devices) situated on the Retained Land of CMP shall be maintained by CMP in good repair and condition.

Exhibit B**CMP's Reserved Easements****Wyman Hydro Project
Somerset County****Easement One: CMP's Powerhouse Transmission Easement**

The perpetual right and easement to erect, bury, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove above and below ground electric, communications and energy transmission and distribution lines consisting of suitable and sufficient poles, cables, pipes and towers with sufficient foundations together with lines extending upon, within and between the same for the transmission and distribution of energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, including use of FPL's support structures, ducts, cable trays and appurtenances where necessary or convenient, and for all Utility Services defined in accordance with 33 M.R.S.A. Section 458 (hereinafter, "CMP's Powerhouse Transmission Easement"), over, under and across the land situated in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place, all in Somerset County, Maine, more particularly described as follows:

1. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 302-301 (last revised as of 1/20/97), being a strip of land 500 feet wide in which Section 63 is currently located.
2. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 329-301 (last revised as of 1/20/97), being a strip of land 300 feet wide in which Section 66 is currently located.
3. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 580-101 (last revised as of 1/13/94), being a strip of land 300 feet wide in which Section 83 is currently located.
4. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 676-101 (last revised as of 10/4/93), being a strip of land 150 feet wide in which Section 215 is currently located.
5. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 574-222-31 (last

revised as of 7/13/98), being a strip of land 461.3 feet wide in which Section 222 is currently located.

The approximate location of the above strips of land are depicted on the Project Plans. Said CMP drawings are on file at the offices of CMP, 83 Edison Drive, Augusta, Maine and at the offices of FPL, 100 Middle Street, Portland, Maine 04101.

Also, in addition to the Access Ways Easement (as hereinafter defined), the perpetual, non-exclusive right and easement for access to the area burdened by CMP's Powerhouse Transmission Easement across the Granted Premises as may be reasonably necessary. Also the perpetual right and easement to excavate the area burdened by CMP's Powerhouse Transmission Easement as CMP deems necessary or useful in the exercise of the above-described rights; provided, however, CMP will promptly restore any disturbed areas to substantially the previously existing conditions.

FPL shall have the right to operate, maintain, replace, remove and repair any building, utility, utility line, road, fence, parking area, diversion channel or dam structure of any kind or nature existing in the area burdened by CMP's Powerhouse Transmission Easement as of the date of this Deed Indenture and shown on the Project Plans. If FPL desires to cross the Corridor other than on foot in locations other than established roads, ways, and parking areas, FPL shall be required to obtain the prior written consent of CMP. FPL covenants and agrees with CMP that any activities undertaken by FPL in the area burdened by CMP's Powerhouse Transmission Easement shall be undertaken in such a manner as will minimize impact on CMP's facilities for transmission and distribution. FPL will not place any material on or remove any material from the area burdened by CMP's Powerhouse Transmission Easement without prior written notice to and written consent from CMP. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

CMP agrees that the exercise of its rights under CMP's Powerhouse Transmission Easement shall not prevent adequate access by FPL to or materially interfere with FPL's continuing use, operation or maintenance (consistent with CMP's historical use, operation and maintenance thereof) of the Granted Premises affected thereby.

FPL shall have the right to construct, install, maintain, repair, rebuild, replace, operate, patrol and remove the existing Canoe Portage (hereinafter, the "Canoe Portage") over and across the area burdened by CMP's Powerhouse Transmission Easement. CMP shall have the right to relocate from time to time the Canoe Portage at its sole cost and expense. Any such relocation may be done only after at least 90 days prior written notice to FPL except only reasonable notice is required in exigent situations. Any such relocation shall be undertaken in such a manner and at such time so as to minimize the disruption of canoe portaging across and within the Retained Land of CMP and shall not

materially impair the utility of this easement to FPL existing at the time of said relocation.

Also reserving to CMP, its successors and assigns, CMP's Personal Property that constitutes Transmission Line Sections 63, 66, 83, 215 and 222, situated as defined in relevant part on said Central Maine Power Company Drawings No. 302-301, No. 329-301, No. 580-101, No. 676-101 and No. 574-222-31, including without limitation all related cables, wires, lines, circuit breakers, communications equipment, support structures, poles, towers, pipes, ducts, ductbanks, conduits, manholes, handholes, riser poles, anchors, guys, braces, fittings, crossarms, and foundations, (excluding buildings and generation-asset-related structures included in the description of the Granted Premises) equipment and appurtenances.

In the event CMP proposes to erect, bury, construct, or install one or more natural gas pipelines (as defined in 49 C.F.R. Ch.1 §192.3) within the area burdened by CMP's Powerhouse Transmission Easement, and such pipeline(s) is intended to transport natural gas under pressure exceeding 300 PSI or has an inside diameter of more than 12 inches (hereinafter, the "Gas Line"), CMP shall provide FPL with at least ninety (90) days prior written notice thereof and such notice shall include the proposed location of the Gas Line (hereinafter, the "Proposed Location"). If the Proposed Location raises reasonable safety or operational concerns with respect to FPL's then current or reasonably foreseeable future operations, FPL may propose an alternative location for the Gas Line (hereinafter, the "Alternative Location") by providing CMP with written notice thereof within forty-five (45) days of receiving notice of the Gas Line from CMP. The Gas Line shall be located in the Alternative Location if the Alternative Location is (i) functionally equivalent to the Proposed Location, (ii) located within the area burdened by CMP's Powerhouse Transmission Easement or on land of FPL which is in a reasonable proximity of the area burdened by CMP's Powerhouse Transmission Easement, and (iii) alleviates FPL's safety and operational concerns which give rise to the Alternative Location. CMP shall be responsible for the additional costs, if any, associated with locating the Gas Line in the Alternative Location rather than the Proposed Location. After the construction of the Gas Line has commenced, FPL shall have the right to require CMP to have the Gas Line relocated from time to time at FPL's sole cost and expense, including without limitation the cost of land acquisition and permitting costs. Any such relocation may be done only after reasonable prior written notice to CMP and shall be undertaken in such a manner and at such time as will minimize the disruption of use of the Gas Line. The relocation of the Gas Line when completed will not materially impair the rights of CMP reserved in this Deed Indenture or CMP's operations and shall not materially impair the utility of CMP's Powerhouse Transmission Easement existing at the time of said relocation.

Easement Two: Utility Easement

The perpetual right and easement to erect, bury, maintain, rebuild, respace, repair, replace, operate, patrol and do all other actions involving telecommunications, SCADA,

revenue metering, protection systems, and electric and communication distribution equipment and facilities consisting of poles, wires, and cables, together with all necessary fixtures and appurtenances, across and under the surface of the land which is included in the definition of the Granted Premises, including use of FPI's support structures, ducts, cable trays and appurtenances where necessary or convenient (hereinafter, CMP's "Utility Easement"), in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place, all in Somerset County, Maine more particularly described as follows:

1. Substantially the area where the Station Service Distribution Line running from CMP's Substation Yard to the Powerhouse (as hereinafter defined) is currently located.
2. Substantially the area where overhead or underground fiber optic cable running from Route 201 to CMP's Substation Yard and to the Powerhouse is currently located.
3. Substantially the area where distribution line Circuit 872D1 is currently located.
4. Substantially the area where distribution lines running to leased buildings on the Granted Premises are currently located.
5. Substantially the area where distribution lines for service along Route 201 are currently located.
6. Excluding de-energized lines which are no longer used or useful for CMP's purposes, substantially the area where any overhead or underground distribution lines of CMP not described above are currently located.

Also, in addition to the Access Ways Easement, the perpetual, non-exclusive right and easement for access to the area burdened by CMP's Utility Easement across the Granted Premises as may be reasonably necessary. Also the perpetual right and easement to excavate the area burdened by CMP's Utility Easement as CMP deems necessary or useful in the exercise of the above-described rights, provided, however, CMP will promptly restore the surface to substantially the previously existing condition.

The rights reserved herein include the right to restrict the construction of buildings, structures and improvements within 15 feet of the centerline of CMP's above ground equipment and facilities and within 8 feet of the centerline of CMP's underground equipment and facilities, provided, however, such widths may be reduced with CMP's prior written consent and such widths shall not apply within existing buildings; the right to keep the surface of the ground above CMP's underground cables and other electrical equipment free from structures, improvements and growth which, in the reasonable judgment of CMP, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land or rights of FPL for any and all of the foregoing purposes. Notwithstanding the foregoing, CMP agrees that the maintenance, repair and replacement of buildings, structures and improvements to the extent currently existing and substantially as currently located at the date of this Deed Indenture shall not be prohibited under this paragraph. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

CMP agrees that the exercise of its rights under CMP's Utility Easement shall not prevent adequate access by FPL to or materially interfere with FPL's continuing use, operation or maintenance (consistent with CMP's historical use, operation and maintenance thereof) of the Granted Premises affected thereby.

Also reserving to CMP, its successors and assigns, CMP's Personal Property that constitutes the distribution lines and facilities as described above, including without limitation all related cables, wires, lines, circuit breakers, communications equipment, support structures, poles, towers, pipes, ducts, ductbanks, conduits, manholes, handholds, riser poles, anchors, guys, braces, fittings, crossarms, and foundations, (excluding buildings and generation-asset-related structures included in the description of the Granted Premises) equipment and appurtenances.

Easement Three: Vegetation Control

The perpetual right and easement, at any time or times, to cut and remove all trees and to clear and keep clear the area burdened by CMP's Powerhouse Transmission Easement and CMP's Utility Easement of all trees, timber, and bushes growing thereon, by such means as CMP may select, including without limitation the lawful use of herbicides.

Also the perpetual right and easement at any and all times to enter the Granted Premises for the purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of CMP's Reserved Easements or the Retained Land of CMP, as in falling would in the judgment of CMP interfere with or endanger the operation and maintenance of any lines or wires constructed on CMP's Reserved Easements or the Retained Land of CMP.

Easement Four: Powerhouse Easement

The perpetual, non-exclusive right and easement for access to and use of the building located on the Granted Premises and designated "Powerhouse" on Sheet 2 of the Project Plans (hereinafter, the "Powerhouse") to install, erect, construct, maintain, repair, rebuild, replace, operate, patrol and remove CMP's switches, relays, relay panels, protective relay systems, batteries, meters, wires, cables, fiber optic cables, other telecommunications, SCADA, RTU, and other equipment and appurtenances with sufficient support structures, for energy transmission, distribution, control and communications purposes together with all necessary equipment and appurtenances, including use of FPL's support structures, ducts, cable trays and appurtenances where necessary or convenient, and to use the bathrooms, all in accordance with the CSI Agreement. FPL shall maintain the Powerhouse in good repair and condition.

CMP shall have the use of the elevator(s) and FPL's batteries, battery chargers, DC panels, breakers, enclosures, switches and other related equipment and appurtenances (hereinafter, the "Battery Systems") located in the Powerhouse. The elevator(s) and the Battery Systems shall be maintained in good repair and condition by FPL. Shared use of the elevator(s) and the Battery Systems shall be in accordance with the CSI Agreement.

CMP and FPL agree that the Powerhouse shall be secured to restrict access, provided that CMP shall have sufficient access by foot and by vehicle for maintenance, repair and replacement of the facilities located therein. FPL's security facilities (such as fences, gates, doors and locks) situated on the Granted Premises shall be maintained by FPL in good repair and condition.

Also reserving to CMP, its successors and assigns, CMP's Personal Property together with the support structures (excluding buildings and generation-asset-related structures included in the description of the Granted Premises) and appurtenances thereto located on, under or in the Powerhouse.

Easement Five: Access Ways Easement

A perpetual, non-exclusive right and easement, subject to the provisions hereof, for ingress and egress by CMP and its employees, agents, contractors, lessees and invitees over, across and through all roadways, alleyways, driveways, entranceways, and other travel ways located on the Granted Premises (hereinafter, collectively, the "Access Ways"), together with the use jointly with FPL of all appurtenant rights of access to the Granted Premises. Subject to the limitations set forth herein, such easement (hereinafter, the "Access Ways Easement") shall be for the purpose of providing access on foot and with any vehicles and equipment to and from all public roads on and over established roadways that may exist from time to time to and across the Granted Premises and to provide access within the Granted Premises to and among CMP's Reserved Easements and the Retained Land of CMP. Without limiting the generality of the foregoing, the Access Ways Easement shall include access to and non-exclusive use, for the benefit of the Retained Land of CMP and/or CMP's Reserved Easements, of all parking areas from time to time located on the Granted Premises. Without limiting the generality of the foregoing, the Access Ways Easement shall include the right from time to time to park and operate (but not store) a mobile substation vehicle and necessary fencing, grounding, blocking and other appurtenances for reasonable time periods on the Granted Premises in the vicinity of CMP's Substation Yard whether or not on a designated parking area. The Access Ways Easement shall provide free access over and across the established roadways and parking areas on the Granted Premises subject only to any restrictions agreed upon by CMP and FPL and subject to reasonable rules and regulations that FPL may impose, provided that such rules and regulations are applied uniformly and fairly to all users of the Access Ways, including each of CMP's and FPL's own employees, agents, contractors, lessees and invitees.

FPL shall have the right to relocate from time to time the Access Ways at its sole cost and expense. Any such relocation may be done only after at least 90 days prior written notice to CMP, except that only reasonable notice is required in exigent situations. Any such relocation shall be undertaken in such a manner and at such time as will minimize the disruption of traffic flow across and within the Granted Premises. The relocation of the Access Ways when completed will not materially impair the rights of CMP reserved herein or CMP's operations and shall not materially impair the utility of this easement to CMP existing at the time of said relocation.

FPL shall be responsible, at its sole cost and expense, for the repair and maintenance, including snow removal as necessary, of the Access Ways to the extent of FPL's use thereof. Notwithstanding the foregoing, FPL shall be responsible, at its sole cost and expense, for the repair and maintenance, including snow removal as necessary, of Station Road to Wyman Dam. CMP shall have the right but not the obligation to repair and maintain the Access Ways.

Easement Six: Stormwater Drainage

A perpetual, non-exclusive right and easement for stormwater runoff from CMP's Reserved Easements and the Retained Land of CMP, including CMP's Substation Yard through the Granted Premises.

Easement Seven: Intertie and Revenue Meter Easement

For the purpose of enabling CMP to carry out its rights and obligations under the CSI Agreement, the perpetual, non-exclusive right and easement for access to and inspection of FPL's Intertie Equipment, the Dispatch Points of Demarcation, the Points of Interconnection, and the Interconnection Facilities, all as defined in the CSI Agreement and the Exhibits and Schedules thereto, and associated equipment and improvements thereon on the Granted Premises (hereinafter, collectively, the "Intertie Facilities"). Also the perpetual, non-exclusive right and easement for access to operate, maintain, repair, replace, remove and upgrade CMP's revenue meters and associated equipment (hereinafter, the "Revenue Meters"). Such easements (hereinafter, the "Intertie and Revenue Meter Easement") apply wherever the Intertie Facilities or Revenue Meters are located on, under or in the Granted Premises, including without limitation the powerhouses and substations thereon.

CMP and FPL agree that the Intertie Facilities shall be secured to restrict access, provided that CMP shall have sufficient access by foot and by vehicle for the Intertie and Revenue Meter Easement. All security facilities for the Intertie Facilities shall be maintained by FPL in good repair and condition.

Easement Eight: Reservoir Access Easements

A perpetual right and easement for CMP, its successors and assigns, and its employees, agents, contractors, lessees and invitees to the Reservoir Access Easement Area (as hereafter defined) to draw water for domestic use and for purposes of vehicular and pedestrian access and for purposes of seasonal boat storage (by pulling boats up on the shore), docking, and/or mooring, and the installation, retention, maintenance, operation, repair, and modification of a non-commercial dock or docks with appurtenances and foundations, provided any such activities comply with applicable laws. The term "Reservoir Access Easement Area" as used in this Deed Indenture shall mean those portions of the shore of the Kennebec River Reservoir (being the reservoir created by Wyman Dam, so called) and the Kennebec River located on the Granted Premises which lie between the portions of the Project Boundary that adjoin the Retained Land of CMP identified as Bingham Parcel 1, Pleasant Ridge Parcel 1 from Point O on the Project Plans to the north, Carrying Place Parcels 1, 5, 7-1, and 7-2, and over Caratunk Parcel lots 8 and 8 benefiting land conveyed to CMP pursuant to deeds from William Hutchins dated May 14, 1937 and from Annie L. Savage dated January 2, 1912, such deeds being recorded at the Somerset County Registry of Deeds in Book 442, Page

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Somerset

91 and Book 329, Page 320, respectively (hereinafter collectively the "Reservoir
Parcels") and the Kennebec River Reservoir and between the portions of the Project
Boundary that adjoin the Reservoir Parcels and the Kennebec River on the Granted
Premises. CMP agrees that FPL shall have the right in its sole discretion to raise (to the
extent of the flowage and other rights granted to FPL in Exhibit A, Parcel One,
paragraphs A and B of this Deed Indenture) or lower the waters of the Kennebec River
Reservoir such that the Reservoir Access Easement Area is either flowed or dry, it being
understood, however, that the Reservoir Access Easement Area is intended to cover
whatever land is reasonably necessary for access from the Reservoir Parcels to the
Kennebec River Reservoir and the Kennebec River.

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Exhibit C

CMP's Substation Yard

**Wyman Hydro Project
Somerset County**

A certain lot or parcel of land with the improvements and fixtures thereon situated in the Town Moscow in Somerset County, Maine, bounded and described as follows:

The shaded area designated as "S/S" and "Fee Retained by CMP for Substation Yard" on Detail "A" on Sheet 2 of the Project Plans.

C-1

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Margaret P. Kelly
REGISTER

TEMPORARY ROAD USE AND CONSTRUCTION PERMIT
NO. 2

THIS TEMPORARY ROAD USE AND CONSTRUCTION PERMIT NO.1 (this "Permit"), is made effective the 25 day of March, 2020 (the "Effective Date"), by and between WEYERHAEUSER COMPANY, a Washington Corporation, successor by merger to Plum Creek Maine Timberlands, whose address is 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called "Permitter," and CENTRAL MAINE POWER COMPANY a Maine corporation, whose address is 83 Edison Drive, Augusta, Maine 04336, hereinafter called "Permittee."

BACKGROUND

- A. Permitter owns certain real property located in Somerset County, Maine, which is more particularly described as follows ("Permitter's Property"): Property in Moscow Township as is depicted on Exhibit A attached hereto and incorporated herein by this reference.
- B. Permittee desires to use an existing road (the "Existing Road"), and to construct a new road segment (the "New Road"), on Permitter's Property, which Existing Road and New Road are depicted on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "Roads"), in order to have access to/from adjacent property owned by Permittee and more particularly described as follows (the "Adjacent Property"): NECEC Corridor located in Moscow Township as is depicted on Exhibit "A".
- C. Permittee also desires to obtain temporary permission for access by persons, materials and equipment for construction activities as are reasonably necessary for the construction of the New Road over and across Permitter's Property.
- D. Permitter is willing to accommodate Permittee's foregoing requests, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows:

- 1. Access Permit. Permitter hereby grants to Permittee a permit to use the Roads to access the NECEC corridor to/from the Adjacent Property on a temporary and nonexclusive basis ("Access Permit"). On or before April 1, 2020 Permittee shall execute two (2) originals of this Permit and submit both originals to Permitter together with proof of insurance (as required under Section 13 below).

2. Temporary Construction Permit. Permittor further grants to Permittee a temporary construction permit to accomplish the construction of the New Road ("Temporary Construction Permit"), which, upon completion, will be approximately N/A feet in length and in the location shown on the map attached hereto as Exhibit "A". For purposes of this Permit, "construction" is defined as the work necessary to clear, establish, ditch and flow water from the New Road right of way, install erosion control devices, including, without limitation, culverts and water bars, and establish and construct culvert crossings.
 - (a) All construction activities must be conducted in compliance with all applicable laws, rules and regulations, including, without limitation, the BMPs (as defined below) and SFI (as defined below). Prior to the commencement of any construction activities, (i) a representative of Permittee and a representative of Permittor must meet to review and approve all construction plans, (ii) Permittee shall file a notification of operations with, and obtain any other required notices or permits from, the Maine Department of Agriculture, Conservation and Forestry, and (iii) Permittee shall comply with the insurance requirements of Paragraph 13 herein.'
 - (b) Permittee shall be responsible, at Permittee's expense, for the construction of the New Road. All debris and slash associated with construction shall be removed from Permittor's Property as soon as practicable but in no event more than twenty (20) days following cessation of construction activities.
3. Intentionally Deleted.
4. Term. The term of the Access Permit shall commence on the Effective Date and shall expire on April 1, 2021. Permittee may extend the Permit for another twelve (12) months by giving Permittor written notice prior to expiration of the initial Permit term of its intention to extend the Permit. The term of the Temporary Construction Permit shall commence on the Effective Date and shall automatically terminate on the earlier of (i) the completion of the construction of the New Road, or (ii) the expiration or earlier termination of this Permit.
5. Road Maintenance. All users of the Roads, or any portion thereof, are responsible for maintenance made necessary by their respective use of the Roads or such portion and shall share in the maintenance of the Roads or such portion commensurate with the particular needs and uses of each user. For maintenance activities that benefit all users, the share to be borne by each user shall be proportionate to that user's total intensity of use of the Roads being maintained. For purposes of this Permit, "maintenance" is defined as the work normally necessary to preserve and keep the Roads and appurtenant road facilities as nearly as possible in their condition as improved/constructed by Permittee as described herein. Permittee shall repair any damage to Permittor's Property and the Roads resulting directly or indirectly from Permittee's use thereof. Notwithstanding the foregoing, Permittee is solely responsible for all construction costs as set forth in Paragraph 2(b) above.

6. Notification of Maintenance Activities. In addition to the notice of construction given under Paragraph 2 above, Permittee shall provide to Permitter written notification not less than ten (10) business days prior to commencing any improvement or maintenance activities under this Permit. Written notification shall include the following:

- (a) The improvement or maintenance party's name, address and phone number;
- (b) A map showing the location of proposed activities;
- (c) Name, company name, address and phone number of individual and/or company performing the improvement or maintenance activities; and
- (d) Description of the scope of any such improvement or maintenance activities.

Permittee shall also provide to Permitter written notification within five (5) business days of completion of any improvement or maintenance activities.

7. Condition. Upon termination of this Permit, Permittee shall leave the Roads in as good or better condition than existed following improvement/construction by Permittee as described herein. In the event that Permitter determines, in Permitter's reasonable discretion, that the Roads were not left in the manner required herein, Permittee shall, upon written notification from Permitter, have thirty (30) days to bring the Roads to the required standards. If such work has not been completed by the end of said thirty (30) days, Permitter may bring the Roads to the required standards and will invoice Permittee for the costs of such road work. Permittee shall have fifteen (15) days to pay such invoice. Any payment not made within such time shall accrue interest at 1 1/2% per month and shall be subject to a late fee of 1%.

8. Performance Standards and Compliance with Laws. Whenever Permittee exercises any rights under this Permit, Permittee shall:

- (a) comply with all applicable laws, rules and regulations of any federal, state or local governmental authority relating to its activities under this Permit, and including fire suppression and control, and shall take every reasonable precaution to safeguard timber, immature forests and other property of Permitter from fire;
- (b) take adequate precaution to prevent forest, brush, and grass fires, endeavor with all available personnel to suppress any fire originating on or threatening the Road or any fire caused by Permittee, and do no burning on or near Permitter's Property;
- (c) follow the Best Management Practices of the State of Maine available from the Maine Forest Service, Department of Agriculture, Conservation, and Forestry ("BMPs"), as the same may be amended from time to time;
- (d) follow the requirements of the Sustainable Forestry Initiative 2015-2019 Standard (or any successor standard then in effect) as set forth by SFI, Inc. ("SFI"); and
- (e) perform all improvement, construction and maintenance activities under this Permit in good, lien-free and workmanlike manner and in accordance with the BMPs and SFI

9. Permittee's Equipment. All of Permittee's equipment operating upon the Roads shall be maintained in a good and safe operating condition and shall be operated cautiously so as to minimize accident hazards and hydrocarbon leakage.
10. Wet Weather Use. Permittee may not haul heavy loads over the Roads during excessively wet periods, as determined by Permittor in its reasonable discretion, unless Permittee upgrades the Roads to meet Permittor's standards for wet weather hauling. Such standards shall include but not be limited to hard rock surfacing, adequate drainage installation and sediment control measures. In accordance with Paragraph 6 above, Permittee shall notify Permittor prior to any upgrade work being performed and must obtain Permittor's written approval of such upgrades prior to commencement of its hauling activities.
11. Suspension of Use. In the event that use of the Roads endangers or is likely to endanger the timber, any roads, or other property of the Permittor, Permittor may suspend the use on the Roads by Permittee during the period of danger or potential danger. Such suspension shall be based on reasonable grounds which may include, but not belimited to:
 - (a) Weather conditions resulting in fire closure of the area or fire hazard; or
 - (b) Conditions wherein continued use would result in excessive damage to the Road; or
 - (c) Conditions where continued use would create danger to lives or property.

Notwithstanding the foregoing, so long as Central Maine Power Company, or a successor that is a public utility doing business in the State of Maine, is the Permittee hereunder, Permittee may use the Roads at any and all times during periods of Emergency. "Emergency", for the purposes of this paragraph is defined as any period in which there is an outage and/or in which Permittee's electric transmission and/or appurtenant facilities, in the sole discretion of the Permittee, have been damaged or are threatened to be damaged. Damage or threatened damage may be caused by, but is not limited to, electrical faults, structural failure, weather, fire, seismic activity, animals, acts of vandalism or acts of violence. Permittee will notify Permittor, as soon as reasonably practicable, of use of the Roads during periods of Emergency and will promptly restore or repair the Roads to their condition prior to the period of Emergency upon cessation of use.¹²

12. Intentionally Deleted.
13. Insurance. Prior to any construction, repair or maintenance work to be performed and prior to any use of the Roads for commercial purposes, Permittee shall obtain and maintain during the term of this Permit, at Permittee's expense, policies of liability and workers compensation insurance, issued in a form and by an insurance company acceptable to Permittor with a **Best's Key Rating Guide of B+ VI (financial class)**. Minimum coverage requirements shall be as follows:

- (a) Commercial General Liability Insurance to include minimum limits of \$1,000,000 each occurrence and \$1,000,000 annual aggregate Combined Single Limit Bodily Injury, Death and Property Damage each occurrence. Coverage to include Comprehensive Form, Premises and Operations, Contractual Liability, Products and Completed Operations, Independent Permittees, Personal Injury, Broad Form Property Damage, Cross Liability, Hostile Fire. X, C, U.
- (b) Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence Combined Single Limited Bodily Injury, Death and Property Damage. Coverage must apply to either (1) "Any Auto" or (2) "Scheduled" or "owned Autos" plus "Hired" and "Non-owned Autos". If Scheduled Autos are indicated, a schedule of covered vehicles must also be provided. If not Combined Single Limit coverage, each coverage must be at the minimum limit amount.
- (c) The policies specified in Paragraph 13. (a), (b) and (c) shall include an endorsement which shall name Permitter and Weyerhaeuser Company and its Subsidiaries and/or Affiliates (the "Weyerhaeuser Companies"), and their respective officers, directors and employees as additional insureds on a primary basis for the duration of the Permit term. The additional insured endorsement must be ISO CG20 10 11 85 or other form with like wording. Permittee must maintain completed operations coverage with additional insured extension for a period of two (2) years after completion and acceptance by Permitter of the work performed, should the Additional Insured Endorsement not be ISO CG2010 11 85 or like form.
- (d) The policies specified in Paragraph 13. (a), (b) and (c) above shall include an endorsement which shall provide that Permitter, at the address in Paragraph 17 below, shall be given a 30-day written notice, prior to cancellation, coverage modification or other material change in the policy. No such cancellation, modification or change shall affect Permittee's obligation to maintain the insurance coverages required by this Permit.
- (e) All liability coverages must be on an "occurrence" basis as opposed to "claims made."
- (f) All such insurance shall be in a form and company acceptable to Permitter, sufficient to protect Permittee, and its contractors and subcontractors to the extent that they are involved in the work, and Permitter against the claims of third persons, and to cover claims by Permitter against Permittee for which Permittee has assumed liability under this Permit.

- (g) If requested by Permitter, Permittee shall furnish to Permitter a certificate of insurance dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Permitter and containing a representation that coverage of the types listed herein is provided with the required liability limits and the stated endorsements. Permitter reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificate(s) of insurance shall be issued to Permitter at the address in Paragraph 17 below.
 - (h) If Permittee retains the services of any contractors and/or subcontractors, Permittee shall cause each contractor and/or subcontractor to maintain insurance coverages and limits of liability of the same type and the same amount as are required of Permittee under this Permit. Permittee shall obtain, prior to the commencement of the subcontractor's services, the required certificates of insurance and additional insured endorsements.
 - (i) Permittee shall be responsible for payment of any and all deductibles from insured claims under its policies. The coverage afforded under any insurance policy obtained by Permittee pursuant to this Paragraph 13 shall be primary coverage regardless of whether or not Permitter has similar coverage. Permittee shall not self-insure any of the insurance coverages required by this Permit without the prior written consent of Permitter. The minimum limits of coverage required by this Permit may be satisfied by a combination of primary and excess or umbrella insurance policies. The maintenance of this insurance shall not in any way operate to limit the liability of Permittee to Permitter under this Permit.
14. No Warranties; Hold Harmless. Permitter makes no representations or warranties regarding the current state of the Roads or likely future condition of the Roads. When using the Roads under the authority of this Permit, Permittee will assume all risk of using the Roads and shall save and hold harmless Permitter, the Plum Creek Companies, and their agents and employees from every claim, cost, damage or expense of any kind or nature arising or growing out of any negligent or wrongful act or omission of Permittee or violation of any provision of this Permit.
15. Default. If default shall be made by Permittee in the performance of any of its obligations hereunder and such default shall continue for a period of five (5) days after written notice, Permitter may elect to terminate this Permit by giving written notice thereof to Permittee. In the event that a default creates an emergency which endangers Permitter's timber, immature forests, roads or other property, or an unreasonable hazard is created, Permitter may immediately suspend all rights granted herein during the period of default by giving written notice thereof to Permittee. Copies of written notices referred to above shall be sent to the address of Permittee

referenced in Paragraph 17 below. The election by Permitter of the remedies provided for above shall be without prejudice to its right to institute legal or equitable proceedings against Permittee to obtain such other relief provided by law including without limitation damages directly or indirectly as a result of default.

16. Assignment. The rights granted hereunder are not assignable or transferable without the prior written consent of the Permitter, which consent may be withheld in Permitter's sole discretion.

17. Notices. Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Permit shall be in writing and shall be (i) personally delivered, (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the day after transmission) to the parties' addresses set forth **above**, or (iv) sent by electronic (email) transmission. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail; if sent via facsimile, the date upon which such facsimile was transmitted and confirmation of such transmission has been received; or if sent via email, the date upon which such email was transmitted, provided the sender of such email notice receives confirmation of receipt from the recipient via return email or another acceptable notice method. Notices shall be addressed as follows:

Permitter: Weyerhaeuser Company
19 Loggers Circle
Bingham, ME 04920
Attention: Ben Kamps
E-Mail: ben.kamps@weyerhaeuser.com

And to: 220 Occidental Avenue South
Seattle Washington 98104
Attention: Legal Department

Permittee: Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Attention: Real Estate Services

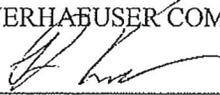
And to: Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Attention: Legal

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

DATED as of the Effective Date.

PERMITTOR:

WEYERHAEUSER COMPANY

By: 

Name: Ben Kamps

Title: Planning Manager

PERMITTEE:

CENTRAL MAINE POWER COMPANY

By: 

Name: Brian Benise

Title: Manager - Real Estate Services

EXHIBIT A (to License)



EXHIBIT A (to License)



FILED FOR RECORD AT THE REQUEST OF:
WEYERHAEUSER COMPANY
220 Occidental Avenue South
Seattle, WA 98104
Attn: Legal Department

INDENTURE AND EASEMENT AGREEMENT

19th THIS INDENTURE AND EASEMENT AGREEMENT (the "Agreement"), dated this day of November, 2019, is by and between WEYERHAEUSER COMPANY, a Washington corporation, successor by merger to Plum Creek Maine Timberlands, L.L.C., hereinafter called "Grantor," and CENTRAL MAINE POWER COMPANY, a Maine corporation, and its successors and assigns, hereinafter collectively called "Grantee." Grantor's and Grantee's addresses are set forth in Section 26 herein.

Grantor, for and in consideration of \$1.00 and other valuable consideration received by Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, subject to all of the terms and conditions described herein, a permanent non-exclusive easement and right-of-way for the use and maintenance of portions of existing roads known as Ripple Road and Stream Road (together, hereinafter, the "Road") over, upon, along, and across lands of Grantor located in the Township of Moscow, County of Somerset, State of Maine (the "Servient Estate") and portions of which roads are depicted on that **Exhibit B** attached hereto and incorporated herein.

The easement and right-of-way described above is hereinafter referred to as the "Easement."

The above grant and conveyance is subject to all matters of public record as of the date of recording of this Agreement.

Grantor and Grantee agree that the rights granted herein shall be subject to the following terms, provisions, and conditions applicable to Grantor, Grantee and their respective successors and assigns:

1. Purpose. This Easement is granted for purpose of maintaining, repairing, and using the Road for ingress and egress to Grantee's property for all lawful residential, non-commercial, commercial and industrial uses and developments. Grantee's property is more particularly

described on Quitclaim Deed With Covenant recorded on even date of this Agreement (the "Dominant Estate").

2. Relocation. Grantor reserves unto itself and its successors and assigns the right at its expense to relocate the Easement, and the Road subject to the condition that, except for distance and curvature, such relocated Easement and Road provides the same type and quality of access as existed prior to such relocation and does not change the point of interconnection on the boundaries of the Servient and Dominant Estates without the prior consent of the owner of the Dominant Estate, which consent shall not be unreasonably withheld or delayed. If the location of the Road is changed, Grantor and Grantee shall place of public record an amendment to this Agreement to reflect such relocation.

3. Reserved Rights. Grantor, for itself and its successors and assigns, reserves the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, the Easement and to use the Road in any manner and for any purpose that will not unreasonably interfere with the rights granted hereunder

4. Third Parties. The Easement granted herein is non-exclusive, and Grantor may, in its sole discretion, grant to third parties the right to utilize the Easement or Road for any purpose or purposes reserved to Grantor upon such terms as it chooses; provided, that use by such third party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted hereunder. Nothing herein contained shall be deemed a gift or dedication of any portion of the Easement or Road to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities hereunder shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

5. Maintenance, Repair, Improvement.

5.1 Maintenance.

(a) For purposes of this Agreement, "maintenance" is defined as the work normally necessary to preserve and keep the Road and appurtenant Road facilities (such as bridges, culverts, gates, ditches and brushing) as nearly as possible in their present condition or as hereafter improved, and shall include repairs, reconstruction, and resurfacing (except for repairs, reconstruction or resurfacing described in Paragraph 5.2 hereof) and noxious weed control. The cost of maintenance shall be allocated on the basis of respective uses of the Road. When any party uses the Road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance occasioned by such use as hereinafter provided. During periods when the Road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of the Road so used to the standards existing at the time use is commenced, and shall follow all applicable laws, rules and regulations and Best Management

Practices of the State of Maine available from the Maine Department of Conservation, Maine Forest Service, as the same may be amended from time to time (hereinafter, "BMPs").

(b) During periods when more than one party is using the Road, or a portion thereof, each party's share of maintenance shall be pro rata in proportion to its intensity of use thereof. If necessary, and at the request of either party, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(i) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed, at a reasonable and agreed upon rate, the maintenance of the Road or the portion thereof being used; and

(ii) A method of payment by which each party using the Road or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining, the Road or portion thereof.

5.2 Improvement. For the purposes of this Agreement, "improvement" is defined as the work necessary to surface, resurface, widen, recondition or replace the Road and appurtenant Road facilities (such as bridges, culverts, gates, ditches and brushing) to a higher or greater standard than that prevailing on the date of this Agreement. When any existing or planned use of lands accessed by the Road described herein will result in use of the Road in excess of its design elements, design standards, and/or road maintenance standards, the party responsible for such existing or planned use shall likewise be responsible for any additional costs that are necessary to meet design elements, design standards, and/or road maintenance standards that can accommodate such existing or planned use (as well as other existing uses).

5.3 Notification. Grantee shall provide to Grantor written notification not less than ten (10) business days prior to commencing any maintenance or improvement activities within the Easement. Written notification shall include the following:

- (a) The constructing party's name, address and phone number;
- (b) A legal description and map showing the location of proposed activities;
- (c) Name, company name, address and phone number of individual and/or company performing maintenance or improvement activities; and
- (d) Description of the scope of any such maintenance or improvement activities.

Grantee shall also provide to Grantor written notification within five (5) business days of completion of any maintenance or improvement activities.

6. Structures and Gates. Grantee may not construct any structures, including, without limitation, gates or fences, along or across the Easement without the prior written permission of Grantor, which permission may be withheld in Grantor's sole discretion. Both parties acknowledge

and agree that Grantor may control the access granted hereunder by a locked gate and such other measures reasonably necessary to prevent unauthorized vehicle access. The party constructing any locked gate shall ensure that the other party has a key or access code to the gate. Both parties agree that such gate will be closed and locked at all times except when authorized use of the Road by Grantor, Grantee or their respective permittees requires that it be open. The parties hereto shall use their reasonable efforts to prevent unauthorized vehicle traffic behind such gate.

7. No Protest Clause. As a material term of this Agreement, and as partial consideration for the Easement granted herein, Grantee agrees to cooperate in good faith with Grantor or Grantor's successors or assigns on any future development plans on property owned by Grantor or one of its affiliates. Further, Grantee, for itself, and its successors and assigns, agrees to not protest any future use, design, construction or reconstruction of the Roads that are subject of the Easement granted herein.

8. Road Users' Association. Grantee acknowledges and agrees, for itself and its successors and assigns, that the Easement and Road may be utilized now or in the future by additional persons. In such event, Grantor shall have the right to require Grantee to form or become a member of a non-profit road users' association or homeowners' association pursuant to the Maine Nonprofit Corporation Act. The association shall be responsible for the Grantee's share of maintenance and improvement obligations arising under this Agreement. Grantee shall be responsible for the payment of dues and other charges under the association's governing documents. The president of the association shall be the sole point of contact with respect to the Grantee's obligations under this Agreement and the association shall inform the Grantor whenever the president's name and/or address have changed. Notice to the association by the Grantor as may be required or allowed under this Agreement shall be deemed sufficient when addressed to the last name and address of the president provided to the Grantor by the association. Grantee will provide periodic updates at least once per year to the Grantor on all Road maintenance, repair, and improvement activities undertaken by the association.

9. Road Damage. Each party using any portion of the Road shall repair or cause to be repaired at its sole cost and expense that damage to the Road occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Road. Should inordinate damage to the Road occur which is not caused by an authorized user of the Road, the parties hereto shall meet to agree on the cost and method of replacement or repair, and the shares of repair or replacement cost to be borne by each user of the Road.

10. Damages. Grantee shall pay for all damages, including but not limited to timber, crops and grazing lands located within the Easement or adjacent thereto arising out of Grantee's use or maintenance of this Easement.

11. Condition and Use of Easement. Grantor makes no warranties as to the current state of the Easement or the Road, or likely future condition of the Easement or Road. Grantee acknowledges that the Road will be used for a wide range of activities, including but not limited

to, the use of heavy vehicles and for logging activities. All parties using the Easement or Road do so at their own risk, and nothing in this Agreement shall be construed to impose any liability for injuries to persons or property against Grantor by reason of neglect or failure to maintain the Easement or the Road located thereon. Grantee shall comply with all governmental laws, ordinances, rules and regulations and BMPs applicable to the construction, reconstruction, maintenance, repair, improvement, or use of the Easement.

12. Right-of-Way Timber. Grantor reserves to itself and its successor and assigns all timber now on or hereafter growing within the Easement, which Grantor may harvest and remove at any time. Upon prior written notice to Grantor, Grantee shall have the right to cut timber within the Easement to the extent necessary for maintaining or improving the Road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by Grantor and decked along the Road for disposal or removal by Grantor.

13. Wet Weather Use. Grantee may not haul heavy loads over the Roads during excessively wet periods, as determined by Grantor in its reasonable discretion, unless Grantee upgrades the Roads to meet Grantor's standards for wet weather hauling. Such standards shall include but not be limited to hard rock surfacing, adequate drainage installation and sediment control measures. In accordance with Paragraph 5 above, Grantee shall notify Grantor prior to any upgrade work being performed and must obtain Grantor's written approval of such upgrades prior to commencement of its hauling activities.

14. Suspension of Use. In the event that use of the Roads endangers or is likely to endanger the timber, any roads, or other property of the Grantor, Grantor may suspend the use on the Roads by Grantee during the period of danger or potential danger. Such suspension shall be based on reasonable grounds which may include, but not be limited to:

- (a) Weather conditions resulting in fire closure of the area or fire hazard; or
- (b) Conditions wherein continued use would result in excessive damage to the Road; or
- (c) Conditions where continued use would create danger to lives or property.

Notwithstanding the foregoing, so long as Central Maine Power Company, or a successor that is a public utility doing business in the State of Maine, is the Grantee hereunder, Grantee may use the Roads at any and all times during periods of Emergency. "Emergency", for the purposes of this paragraph is defined as any period in which there is an outage and/or in which Grantee's electric transmission and/or appurtenant facilities, in the sole discretion of the Grantee, have been damaged or are threatened to be damaged. Damage or threatened damage may be caused by, but is not limited to, electrical faults, structural failure, weather, fire, seismic activity, animals, acts of vandalism or acts of violence. Grantee will notify Grantor, as soon as reasonably practicable, of use of the Roads during periods of Emergency and will promptly restore or repair the Roads to their condition prior to the period of Emergency upon cessation of use.

15. Personal Insurance. All persons using the Easement for any purpose shall obtain and maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State of Maine and customary in the area of the Easement.

16. Non-Residential Use of Easement. As described in Section 1 herein, Grantee may use the Easement in connection with non-residential uses on the Dominant Estate. As a condition to such use, Grantee must first (a) provide written notice to Grantor specifying the nature of the non-residential uses and (b) comply with the insurance requirements set forth in this Section 16. For the purposes of this Agreement any use of the Dominant Estate for anything other than private residences shall be a "non-residential use". In the event the Easement is to be used in connection with non-residential uses on the Dominant Estate, the following insurance requirements shall apply.

A. Commercial Insurance. Prior to any non-residential use of the Road, Grantee shall obtain and maintain, throughout the period of such use, liability insurance issued in a form and by an insurance company acceptable to Grantor. Coverage requirements shall be as follows and have an **AM Best's Key Rating Guide of B+ VI (financial class) or better rating, provided that Grantee may self insure up to the first \$1,000,000 of any coverage:**

i. Commercial General Liability Insurance to include minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate Combined Single Limit Bodily Injury, Death and Property Damage. Extension of coverage to include Comprehensive Form, Premises and Operations, Contractual Liability, Products and Completed Operations, Independent Contractors, Personal Injury, Broad Form Property Damage, Cross Liability, and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground).

ii. Comprehensive Automobile Liability insurance covering owned, non-owned, hired and other vehicles, with a combined single limit of \$1,000,000 per occurrence Combined Single Limit Bodily Injury, Death and Property Damage.

iii. The policies specified above shall include an endorsement which shall name Grantor together with its subsidiaries and affiliates (collectively the "Weyerhaeuser Companies") as additional insureds on a primary basis for the term of the temporary commercial use. The additional insured endorsement must be ISO CG20 10 11 85 (or other form with like wording).

iv. The policies specified above shall include an endorsement which shall provide that Grantor, at the address in Section 26 herein, will be given a 30 - day written notice prior to cancellation, coverage modification or other material change in the policy. No such cancellation, modification or change shall affect Grantee's obligation to maintain the insurance coverages required by this Agreement.

v. All liability coverages must be on an “occurrence” basis as opposed to “claims made.”

vi. All such insurance shall be in a form and company acceptable to Grantor sufficient to protect Grantee, its contractors and their subcontractors, to the extent that they are involved in the work, and Grantor against the claims of third persons, and to cover claims by Grantor against Grantee, its contractor and their subcontractors for which Grantee has assumed liability under this Agreement.

vii. If requested by Grantor, Grantee shall furnish to Grantor a certificate of insurance dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Grantor and containing a representation that coverage of the types listed herein is provided with the required liability limits and the stated endorsements. Grantor reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificate(s) of insurance shall be issued to Grantor at the address in Section 26 herein.

viii. If Grantee retains the services of any contractor, Grantee shall cause each contractor to maintain insurance coverages and limits of liability of the same type and the same amount as are required of Grantee under this Agreement. Grantee shall obtain, prior to the commencement of the contractor’s services, the required certificates of insurance and additional insured endorsements, if requested by Grantor.

B. Periodic Review. The insurance limits and coverages set forth in Section 16(A) above shall be reviewed periodically, but no more often than every five (5) years, by the parties and changed to prevent and erosion of the effective limits but not more often than once every five years. *Provided, however,* that the minimum limits shall never be less than those set forth in paragraph 16(A)(i) above without an amendment to this agreement.

17. Indemnification. Grantee shall assume all risk of, and indemnify and hold harmless, and at its expense defend Grantor and Weyerhaeuser Companies from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whatsoever, including but not limited to Grantor and the Weyerhaeuser Companies, their employees, agents, or contractors, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Grantor and the Weyerhaeuser Companies, their employees, agents or contractors, or any fire, resulting partly or wholly, directly or indirectly from Grantee’s exercise of the rights herein granted; provided, however, that Grantee’s undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property resulting from the sole negligence of Grantor and the Weyerhaeuser Companies.

18. Liens. Grantee shall keep the Easement and the Servient Estate free from liens arising in any manner out of the activities of Grantee and shall promptly discharge any such liens that are asserted. If Grantee fails to fulfill this obligation, the owner of the Servient Estate may do so, in which event Grantee shall pay all costs and expenses incurred by the owner of the Servient Estate in connection therewith plus costs and interest at the rate of the lesser of twelve percent (12%) per annum or the maximum permitted by law.

19. Taxes. Grantee shall pay all taxes and/or assessments that may become chargeable against this easement, if separately assessed by statute.

20. Termination. If Grantee determines that the Easement, or any portion thereof, is no longer needed, this Agreement shall terminate with respect to such Easement access or parcel that is determined to be no longer of use by Grantee. Any termination under this paragraph shall be evidenced by a statement in recordable form furnished by Grantee to Grantor or its successor(s) or assign(s) in interest; provided, however, that any liability or obligation incurred or owed by Grantee prior to the recording of such statement shall survive the termination of this Agreement. Grantor may terminate this Agreement for uncured breach as hereinafter described. Grantor shall have the right to dedicate all or any portion of the Road to the state, county or municipality as a public road, in which event the Easement on the portion so dedicated shall terminate.

21. Default. Failure of Grantee to perform any of material obligations hereunder shall constitute a default. Upon default, Grantor shall notify Grantee in writing, describing the nature of such default and the action necessary to cure the default. Grantee shall have thirty (30) days following its receipt of a notice to cure the default, unless it appears that Grantee has commenced to cure the default in good faith and has diligently continued to pursue such curing, but has been unable to complete the same within said 30-day time period due to the nature of the default or other causes beyond the control of Grantee, in which case the time period shall be extended accordingly; provided, however, that no extension shall be afforded for a default in the payment of a monetary obligation. In the event Grantee fails to cure the breached obligation during the prescribed cure period, as the same may be extended, Grantor shall be entitled to exercise all rights and remedies available to it at law or equity, including but not limited to specific performance pursuant to the terms of this Agreement without the necessity of posting a bond. In the event of a monetary default that has not been cured within the cure period, in addition to any other remedies available at law or in equity, Grantor shall have a lien against the Dominant Estate as set forth in the next succeeding paragraph.

21.1 Creation of the Lien and Personal Obligation of Assessments. As provided above, in the event of a monetary default on the payment of any amount due hereunder that has not been cured within the cure period provided hereinabove, in addition to any other remedies available at law or in equity, Grantee agrees that Grantor shall have a lien against the Dominant Estate to secure payment of all amounts due hereunder. Grantor has a lien on the Dominant Estate for any amount due hereunder from the time of the recording of a Lien Certificate, in the form attached hereto as **Exhibit "A"**, in the Registry of Deeds in the County in which the Dominant

Estate is located. Grantor's lien may be foreclosed in like manner as a mortgage on real estate. A lien under this section is prior to all other liens and encumbrances on the Dominant Estate except: (1) Liens and encumbrances recorded before the recordation of the Lien Certificate; and (2) Liens for real estate taxes and other governmental assessments or charges against the Dominant Estate. A lien for unpaid amounts is extinguished unless proceedings to enforce the lien are instituted within 20 years after the unpaid amount first becomes due. This section does not prohibit actions for damages to recover amounts due hereunder.

21.2 Personal Obligation. Grantee, by acceptance of this Indenture and Easement Agreement shall be deemed to covenant for Grantee, and Grantee's successors and assigns, to pay Grantor the assessments and charges as provided in this Agreement. All such assessments and charges, together with interest thereon and cost of collection thereof, as provided in this Agreement, shall be a charge on the Dominant Estate with respect to which such assessments and charges are made and shall be a lien against such Dominant Estate. Each such assessment and charge, together with interest thereon and costs of collection thereof, shall be secured by said lien and also shall be the personal obligation of the Grantee who is the owner of the Dominant Estate at the time when the assessment fell due.

22. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The Easement is an easement appurtenant to the (i) Dominant Estate and (ii) subject to the limitation in Section 1 hereof, any of Grantee's other lands and easements that make up a continuous transmission line corridor connecting to the Dominant Estate, and may not be transferred separately from, or severed from, title to the Dominant Estate. For the avoidance of doubt, Grantee's rights set forth in the Easement are appurtenant to and shall run with Dominant Estate and shall run with Grantee's subsequent further conveyance such as a conservation easement. Furthermore, the benefits of the Easement shall not be extended to any properties other than the Dominant Estate without the consent of the owners of the fee simple interest of the Servient Estate.

23. Invalidity. In the event any portion of this Agreement should be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement is thereby defeated.

24. Costs and Attorneys' Fees. If any party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not an arbitration or legal proceeding is commenced, the substantially prevailing party or parties shall be entitled to recover from the other reasonable attorneys' fees and other costs incurred, regardless of whether at trial, on appeal, in any bankruptcy proceeding, in an arbitration or without resort to suit. Attorneys' fees covered by this paragraph include, without limitation, fees incurred without resort to suit, at trial, in an arbitration proceeding, in bankruptcy proceedings to modify or vacate any automatic stay of such legal action or proceeding, in appeals, and in post-judgment collection services. Costs covered by this

paragraph include, without limitation, the costs of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, and title insurance premiums.

25. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Maine.

26. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date that is, (i) personally delivered, (ii) overnight courier service, (iii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iv) dispatched by electronic mail (email) transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy sent by overnight courier service no later than the day after transmission) to the parties' addresses set forth below. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail; or if sent via email, the date upon which such email was transmitted, provided the sender of such email notice receives confirmation of receipt from the recipient via return email or another acceptable notice method. Notices shall be addressed as follows:

Grantor:	Weyerhaeuser Company 19 Loggers Circle Bingham, ME 04920 Attn: John Ackley E-Mail: john.ackley@weyerhaeuser.com
And to:	220 Occidental Avenue South Seattle, Washington 98104 Attention: Legal Department
Grantee:	Central Maine Power Company 83 Edison Drive Augusta, ME 04336 Attention: Brian Berube E-Mail: brian.berube@avangrid.com
And to:	Central Maine Power Company 83 Edison Drive Augusta, ME 04336 Attention: Douglas Herling E-Mail: _____

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

EXHIBIT "A"

DO NOT SIGN-EXHIBIT ONLY

**LIEN CERTIFICATE AND
NOTICE OF CLAIM UNDER
INDENTURE AND EASEMENT AGREEMENT BETWEEN
WEYERHAEUSER COMPANY**

1. Reference Data

- (a) Claimant: WEYERHAEUSER COMPANY("Claimant").
- (b) Claimant's Address: 220 Occidental Avenue South, Seattle, Washington 98104
- (c) Dominant Estate Owner: _____
- (d) Dominant Estate Owner's Address: _____
- (e) Description of Dominant Estate: _____
- (f) Mortgagee: _____ (whether one or more than one, "Mortgagee").

2. Lien Certificate and Notice of Claim

Claimant hereby claims a lien against the Dominant Estate in the amount of \$ ____ for the sums due by the Dominant Estate Owner pursuant to Section 19 of that certain Indenture and Easement Agreement, dated ____, and recorded in the _____ Registry of Deeds in Book ____, Page ____.

IN WITNESS WHEREOF, Claimant has affixed his/her name hereto and has signed and sworn to this Certificate or has caused Claimant's name to be affixed hereto by a person acting in Claimant's behalf who signed and swore to this Certificate.

Dated at _____, Maine this ____ day of _____, 20__.

EXHIBIT "B"
see also Exhibit "B1"

Depiction of the Roads and Dominant Estate

Copy of Survey Plan prepared by Plisga and Day dated December 6, 2019 and recorded in the Somerset Registry of Deeds on or near the date hereof and incorporated herein by reference

See also Exhibit "B1" attached hereto and incorporated herein by reference.

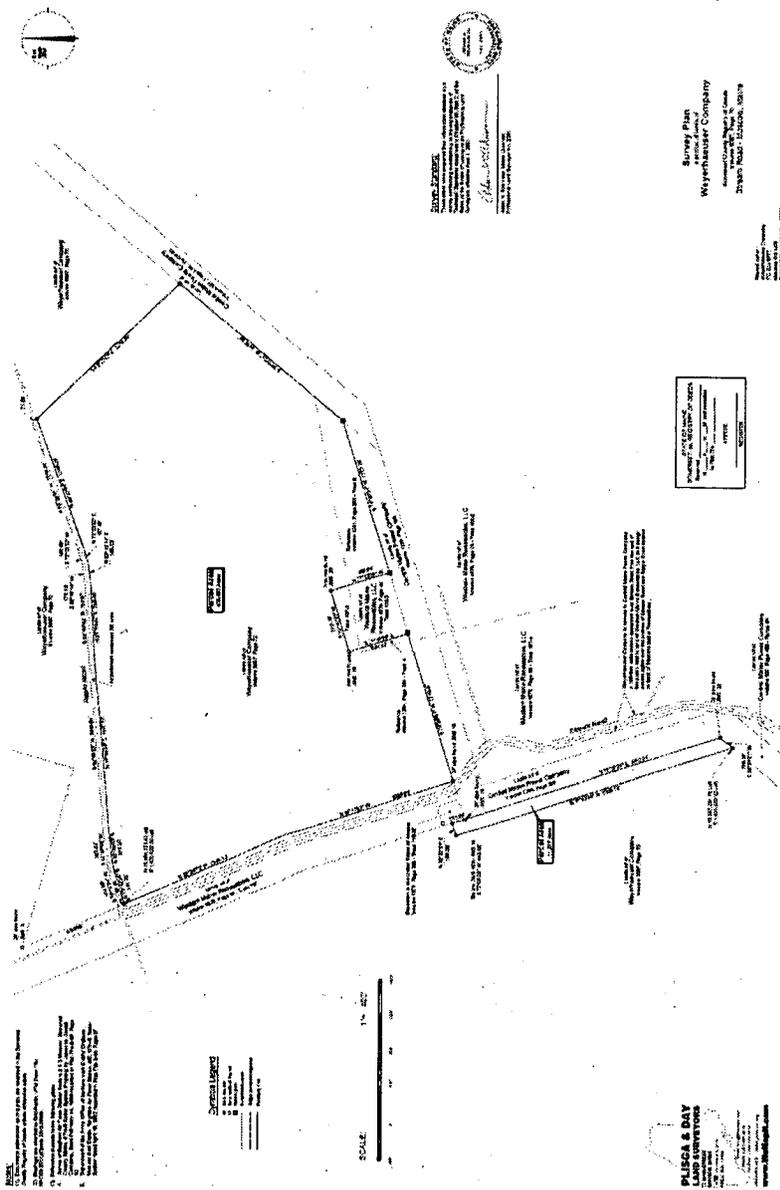
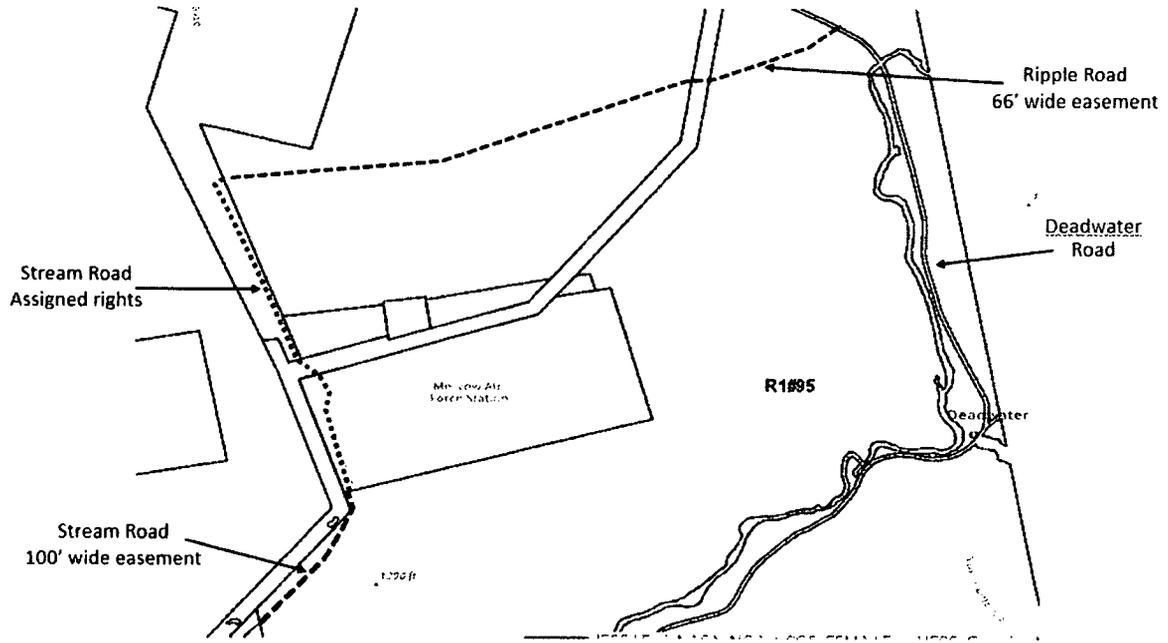


EXHIBIT "B1"



Moxie
Gore
11/6/89QUITCLAIM DEED
(with covenant)

15175

Know all men by these presents that T-M CORPORATION a corporation organized and existing under the laws of the State of Maine with a place of business at RFD# 1, Box 2140, Skowhegan, Somerset County, Maine, 04976 (hereinafter T-M) for consideration paid grants with quitclaim covenants to CENTRAL MAINE POWER a corporation organized and existing under the laws of the State of Maine, with a principal place of business at Edison Drive, Augusta, Kennebec County, Maine, 04336 (hereinafter CMP) certain rights and easements on T-M's land situated in T1 R5 BKP EKR, Moxie Gore, Somerset County, Maine, more particularly described as follows:

1. Hereby conveying to CMP, its employees, agents, contractors, subcontractors, invitees, successors and assigns a non-exclusive right to use, maintain, improve and travel over, along and across a certain road known as the Carry Brook Road as the same is now located which extends from the highway between Moxie Village and Harris Dam in a general westerly direction to the easterly sideline of a certain parcel of land conveyed to this Grantee by this Grantor by deed dated March 22, 1989 and recorded in Somerset County Registry of Deeds in Book 1506, Page 288.

The said Carry Brook Road and the highway between Moxie Village and Harris Dam Road are generally indicated on a plan entitled "Boise Cascade Paper Group, New England Region, Rumford Mill, Forest Stand Map, Moxie Gore (T1 R5 BKP EKR) Somerset County, Maine" prepared by James W. Sewall Company, a copy of which is attached hereto as Exhibit A and made a part hereof.

2. Also conveying to CMP, its employees, agents, contractors, subcontractors, successors and assigns a non-exclusive right to construct, maintain, improve, use and travel over, along and across roads as now located across land of T-M and extending from said highway between Moxie Village and Harris Dam to points near the land of CMP on the easterly side of the Kennebec River. Said roads are generally indicated on Exhibit A attached hereto.
3. Also conveying to CMP, its employees, agents, contractors, successors and assigns, a non-exclusive right too construct, maintain, improve, use and travel over, along and across four new roads or extensions across land of T-M, said roads or extensions to extend from the roads described in paragraph 2 to land of CMP on the easterly side of the

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Kennebec River. This right to construct and use shall be solely for CMP's business use and shall not be transferable to the public or any non-company business successor or assign. The exact location of said roads to be determined by mutual agreement of the parties hereto, their respective successors and assigns.

For additional reference to the above-described road locations, including the said Carry Brook Road, see plans entitled "Standard Boundaries Survey, Survey Plan of Land of T-M Corporation, Moxie Gore (t1 R5 BKP EKR) Somerset County, Maine." Areas XI, XII, XIII and XIV on file at said Registry in B89, Page 42, 45, 46 and 47.

B1987

IN WITNESS WHEREOF, the said T-M Corporation has caused these presents to be executed and delivered and its corporate seal to be hereto affixed by the undersigned hereto duly authorized, this 6th day of November, 1989. Signed, sealed and delivered in the presence of RICHARD EDWARDS.

Witness:

T-M CORPORATION

[Signature]

By: [Signature]
Its: PRESIDENT

STATE OF MAINE
COUNTY OF PISCATAQUIS

November 6, 1989

Personally appeared the above-named Gary Merrill, President ~~the~~ of T-M Corporation, and acknowledged the foregoing to be his free act and deed in his capacity and the free act and deed of said T-M Corporation.

Before me,

[Signature]

Notary Public/Attorney-at-Law

Print Name: RICHARD EDWARDS
My Commission Expires: _____

RECEIVED SOMERSET SS
1989 DEC -7 AM 10:15
RECORDED FROM ORIGINAL

FOREST STAND DESIGNATIONS

- SPECIES OR SPECIES GROUP -

- S = Softwood, 75% + softwood species by stems
- SH = Softwood - Hardwood, 50 - 75% softwood species by stems
- HS = Hardwood - Softwood, 25 - 50% softwood species by stems
- H = Hardwood, 0 - 25% softwood species by stems
- PI = Pine, 75% + pine species by stems
- PO = Poplar, 75% + poplar species by stems
- C = Cedar, 75% + cedar species by stems

- SIZE CLASSES (HEIGHT) -

- 0 - 20' 1
- 21 - 40' 2
- 41 - 60' 3
- 61 + 4

- CROWN CLOSURE -

- Full 75% + A
- Medium 30-75% B
- Scarc 0-30% C

- FOREST GROUND CONDITIONS -

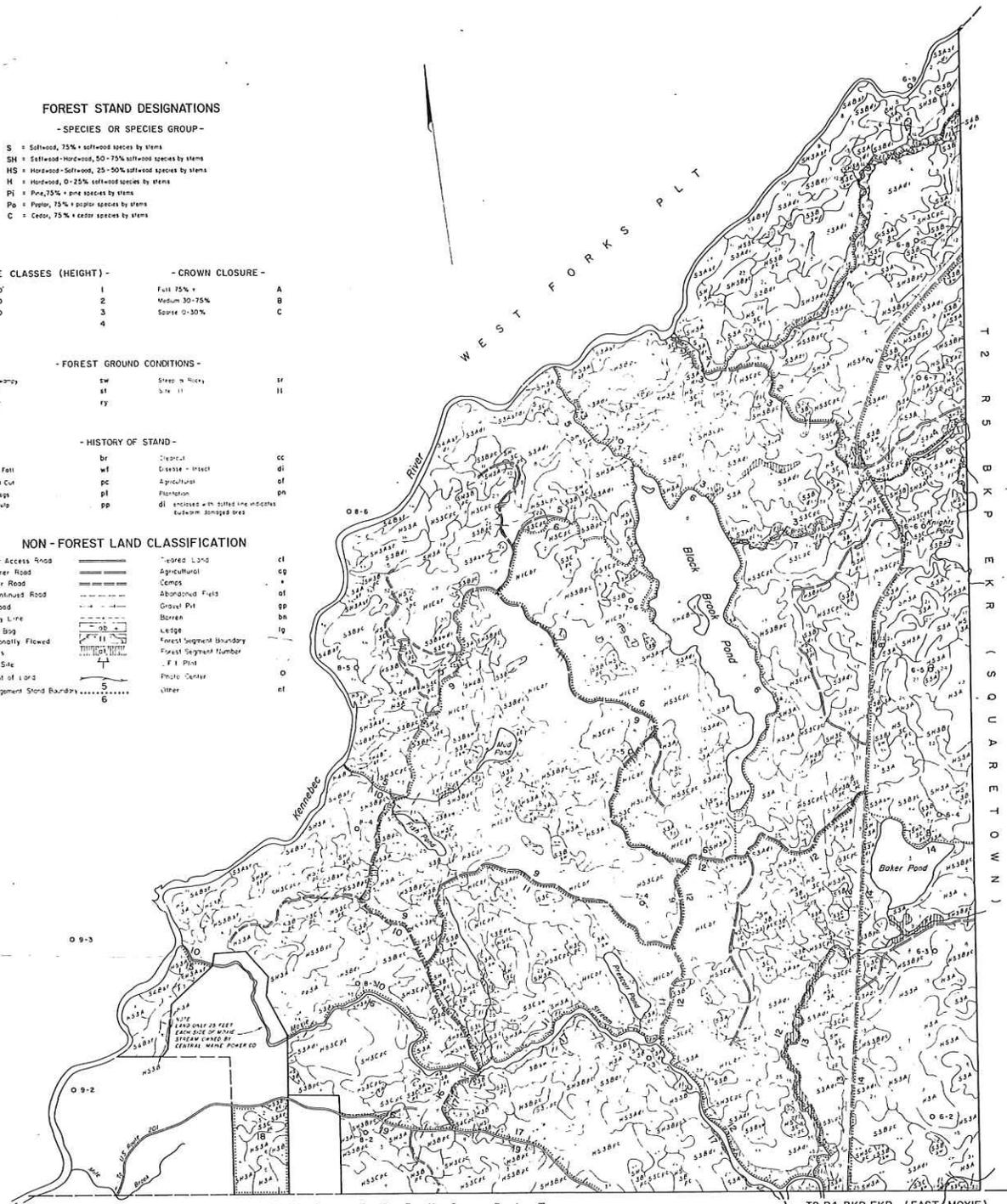
- Wet, Swampy SW
- Shaded ST
- Rocky SRY
- Shrub in Rocky SRY
- Site II SRY

- HISTORY OF STAND -

- Burr br
- Wind Fall wf
- Partial Cut pc
- Fire Logs fl
- Fire Pile fp
- Clearcut cl
- Grassie - Insect di
- Agricultural af
- Plantation pn
- di enclosed with dotted line indicates cutdown damaged area
- cc
- di
- af
- pn

NON - FOREST LAND CLASSIFICATION

- Major Access Road cr
- Summer Road cs
- Winter Road cw
- Discontinued Road cd
- Railroad rd
- Utility Line ul
- Open Bog ob
- Seasonally Flooded sf
- Atter at
- Dom Site ds
- Height of Land hl
- Management Stand Boundary mb
- Tilled Land tl
- Agricultural ag
- Camps ca
- Abandoned Field af
- Gravel Pit gp
- Barren ba
- Large lg
- Forest Segment Boundary fs
- Forest Segment Number fsn
- F.I. Plot flp
- Photo Center pc
- Other ot




BOISE CASCADE PAPER GROUP
 NEW ENGLAND REGION - RUMFORD MILL
FOREST STAND MAP
MOXIE GORE (T1 R5 B.K.P. E.K.R.)
 SOMERSET COUNTY, MAINE
 PREPARED BY JAMES W. SEWALL COMPANY, OLD TOWN, MAINE
 FEBRUARY, 1983 - DATE OF PHOTOGRAPHY OCTOBER 3, 1982
 SCALE
 0 20 40 60 80 Chas
 0 1250 2500 3750 5000 Feet

Moxie Gore
11/10/88

Non operating
property

No
Maine Real Estate
Transfer Tax Paid

KNOW ALL MEN BY THESE PRESENTS, that T-M CORPORATION, a corporation organized and existing under the laws of the State of Maine, and having a place of business at RFD #1, Box 2140, Skowhegan, County of Somerset and State of Maine 04976, for consideration paid, grants to CENTRAL MAINE POWER COMPANY, a corporation organized and existing under the laws of the State of Maine, and having its principal place of business at Edison Drive, Augusta, County of Kennebec and State of Maine, certain lots or parcels of land and certain rights and easements in and to other lots and parcels of land situated in T1 R5 BKP EKR, Moxie Gore, County of Somerset, State of Maine, more particularly located and described as follows:

1. That part of the hereinafter described lot or parcel of land which is not located within the boundaries of a certain lot or parcel of land conveyed to this Grantee as part of the premises described in paragraph numbered 12 in deeds to this Grantee from Walter S. Wyman et al., from Bessemere Securities Corp., from Realty Operators Corp. and from Gordon D. Harriman and recorded in said Registry in Book 434 Page 98, Book 536 Page 135, Book 536 Page 131, and Book 536 Page 141 respectively, and more particularly described in paragraph numbered third in a deed from Louise H. Coburn et al. to Fidelity Trust Company dated January 15, 1920 and recorded in said Registry in Book 351 Page 564, sometimes known as the "Lot at Moxie Lower Dam", containing 82 acres:

Beginning at a point in the northerly sideline of said The Forks - Moxie Highway at other land of the Grantee; thence N 00° 00' 00" E a distance of 1,729.35 feet to a point in the southerly bank of Moxie Stream; thence continuing on the same course crossing said Moxie Stream a distance of 157.26 feet to a point on the northerly bank of said Moxie Stream; thence continuing on the same course of N 00° 00' 00" E a distance of 995.21 feet to a point; thence N 90° 00' 00" E a distance of 811.14 feet to a point; thence S 43° 05' 34" E a distance of 684.70 feet to a point on the northerly bank of said Moxie Stream; thence S 03° 45' 54" E and crossing said Moxie Stream a distance of 2,131.37 feet to a point in the northerly sideline of said The Forks - Moxie Highway; thence in a general westerly direction by said sideline of said highway to the point of beginning. Containing 82 acres more or less. See plan entitled "Standard Boundary Survey, Survey Plan land of T-M Corporation area IX, Parcels 1-13 Moxie Gore T1 R5 BKP EKR, Somerset County, Maine" recorded in Somerset County Registry of Deeds in Plan File B-88 Page 070.

The intent of this grant is to establish new boundary lines to the original lot known as "Lot at Moxie Lower Dam". Also see deed from this Grantee to this Grantor, of even date, for further reference to this lot or parcel of land.

Reserving to the Grantor its successors and assigns the right to travel over, along and across a road as now located on said parcel of land and extending from said The Forks - Moxie highway in a general

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northerly direction and crossing said Moxie Stream to the northerly boundary of the above described parcel of land.

2. A strip of land three hundred (300) feet in width extending from the easterly sideline of the above described parcel No. 1. in a general easterly direction to the Moxie Gore - The Forks town line. The northerly sideline of said 300 foot strip of land being more particularly located and described as follows:

Beginning at an iron rod in the easterly sideline of the above described parcel no. 1 said iron rod being S 03° 46' 54" E, 685.30 feet from an iron rod set in a line 25 feet southerly of the southerly high water mark of Moxie Stream; thence S 78° 49' 34" E a distance of 6869.29 feet to an iron rod; thence S 29° 13' 56" E to a point in the Moxie Gore - The Forks town line at a northeasterly corner of a 300 foot strip of land conveyed to this Grantee by Great Northern Paper Company by deed recorded in said registry in Book 554 Page 474.

The southerly sideline of said 300 foot strip being parallel to and 300 feet southerly from the above described northerly sideline.

3. A strip of land three hundred (300) feet in width extending from a northerly sideline of the above described parcel no. 1 in a general northwesterly and westerly direction to the easterly sideline of a 1000 foot strip of land of the Grantee situated along the easterly side of the Kennebec River. The northerly sideline of said 300 foot strip of land being more particularly located and described as follows:

Beginning at an iron rod in said northerly sideline of the above described parcel no. 1 said iron rod being N 90° 00' 00" E a distance of 311.86 feet from the northwesterly corner of said parcel no. 1; thence N 15° 51' 17" W a distance of 1697.57 feet to an iron rod; thence N 63° 44' 58" W a distance of 2488.94 feet to an iron rod; thence N 85° 55' 60" W to a point in the easterly sideline of said 1000 foot strip of land of the Grantee.

The southerly sideline of said 300 foot strip being parallel to and 300 feet southerly from the above described northerly sideline.

Reserving to the Grantor, its successors and assigns, the right to cross the above described strips of land on foot and with vehicles at such times and such places as will not in any way interfere with any use that the Grantee, its successors and assigns, may hereafter make of said strips. The place or places of such crossing shall be satisfactory to the Grantee. Grantor for its successors and assigns agrees to release, indemnify and hold harmless the Grantee, its employees, officers, directors, successors and assigns from and against any and all liabilities, penalties, claims, demands, damages, costs, expenses, and judgments of any kind or nature arising from or related to the use of the rights reserved in this paragraph by Grantor or others claiming use of such land by, through or under Grantor.

For further detail on the above described parcels 2 and 3 see said plans entitled "Standard Boundary Survey, Survey Plan land of TM Corporation Area VIII and Area IX Moxie Gore, T1 R5 BKP EKR Somerset County Maine" by Timberline Land Surveying, Inc., Skowhegan, Maine, recorded in said Registry in Plan File B88, Pages 69 and 70.

4. Also hereby conveying to the Grantee, its employees, agents, contractors, subcontractors, successors, assigns a non-exclusive right to use, maintain, improve and travel over, along and across roads as now located on land of the Grantor and to construct, use and maintain new roads extending from the present termination of said roads as now located, to the easterly sideline of said 1000 foot

strip of land of the Grantee on the easterly side of said Kennebec River, in five (5) separate locations, all as indicated on a plan entitled "Boise Cascade Paper Group, New England Region, Rumford Mill, Forest Stand Map Moxie Gore (T1 R5 BKP EKR) Somerset County Maine" prepared by James W. Sewall Company attached hereto as Exhibit A and made a part hereof. *Use of said right to be limited to Grantee's business purposes.*

One of said roads being the Carry Brook Road, so called, extending from the westerly sideline of the Harris Road, so called, in a general westerly direction to the easterly sideline of said 1000 foot strip of land of the Grantee.

5. Also hereby conveying to the Grantee, its successors and assigns, the non-exclusive right to use any roads as now located or to be constructed in said Moxie Gore provided that said use shall not unreasonably interfere with the Grantor's its successors and assigns, use of said roads.
6. Also hereby conveying to the Grantee, its successors and assigns, the right to take gravel or other earth material, without charge, from any existing pit or any pit which may be developed by the Grantor, its successors and assigns located in said Moxie Gore, for use in constructing and maintaining roads within Moxie Gore as described above.

Reserving to the Grantor, its successors and assigns, the right to use any roads constructed or maintained by the Grantee, its successors and assigns.

7. Also hereby conveying to the Grantee its successors and assigns any and all timber rights or any other rights which the Grantor may have in and to any land described above and also any timber rights or any other rights in and to land retained by Central Maine Power Company as described in a deed from said Central Maine Power Company to T-M Corporation of even date to be recorded in said Registry.
8. Also hereby conveying to the Grantee, its successors and assigns, the perpetual right and easement on Grantor's land situated in T1 R5 BKP EKR Moxie Gore, Somerset County, State of Maine up to the eight hundred twenty foot (820') contour line on the easterly side of the Kennebec River to overflow and flood said land directly or indirectly, by backflow, seepage, erosion, inundation or otherwise by operation, control and discharge of the waters of the Kennebec River, or any of its tributaries, by means of any dam or dams owned or controlled by Grantee, its successors and assigns, as the same are now or hereafter may be constructed across the Kennebec River, or any of its tributaries, without liability on the part of Grantee, its successors or assigns, to the Grantor, its successors and assigns.

TO HAVE AND TO HOLD, the same together with all the privileges and appurtenances thereunto belonging, to the said Central Maine Power Company its successors and assigns forever.

And Grantor does covenant with the said Grantee, its successors and assigns that it shall and will warrant and defend the land and rights conveyed herein to the Grantee, its successors and assigns forever, against the lawful

claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the said T-M Corporation has caused these presents to be executed and delivered and its corporate seal to be hereto affixed by the undersigned, hereto duly authorized, this 10th day of November 1988.

Signed, Sealed and Delivered
in presence of

Stan L. Dahl

T-M CORPORATION

By: [Signature]
Its President

STATE OF MAINE
Kennebec ss.

November 10, 1988.

Personally appeared the above named Garvey R. Merrill and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of said T-M Corporation.

Before me,

[Signature]
Notary Public Richard Edwards
RICHARD EDWARDS

RECEIVED SOMERSET SS
1988 NOV 18 AM 8:30
RECORDED FROM ORIGINAL

STATE OF MAINE
SOMERSET, ss REGISTRY OF DEEDS
Recorded in Vol. _____
of _____ h. _____ and _____
Attest:
REGISTER

1877g

Know All Men By These Presents 04753

That EARLE E. GRAY, of Starks, in the County of Somerset and State of Maine,

in consideration of one dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having an office and place of business at ~~100 Broad Street~~ ^{101 Anson Drive} Augusta, Maine ~~05602~~ ⁰⁴³³⁰ the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company, its successors and assigns, forever, certain lot(s) or parcel(s) of land in the town ~~of~~ ^{of} Starks, County of Somerset, State of Maine,

bounded and described as follows:
Being a strip of land thirty-five (35) feet in width bounded northerly by the Anson-Starks Town Line; easterly by land of the Grantee, formerly of George E. Gray, et al; southerly by a line parallel to and thirty-five (35) feet distant from the Anson-Starks Town Line; westerly by the sideline of Route #43.

Said town line being more particularly located and described as follows: Beginning at a point on the easterly sideline of Route 43 in the dividing line between land of the Grantor and land now or formerly of Hilton; thence S. 86°-16'-54" E. a distance of four hundred ninety (490) feet, more or less, to land of the Grantee.

The above-described strip of land being a portion of the premises acquired by the Grantor by inheritance from his father, George E. Gray, who died intestate on October 14, 1960, and by two deeds, as follows: Gladys H. Gray, et al, by deed dated August 30, 1965 and recorded in Somerset County Registry of Deeds in Book 734, Page 90; and Edwina V. Gray, et al, by deed dated August 30, 1965 and recorded in said Registry of Deeds in Book 744, Page 372.

Excepting and reserving to the Grantor all salvageable wood and timber to be cut from said 35-foot strip of land.

Also excepting and reserving to the Grantor, his heirs and assigns, the right of access over and across said 35-foot strip. The Grantee will construct and maintain a suitable barrier at the westerly end of said strip.

The Grantee will also construct a three (3) strand, four (4) point barb wire fence along the southerly edge of said 35-foot strip.

In consideration of the right to use said premises as herein reserved, the Grantor, his heirs and assigns, do hereby release the Grantee, its successors and assigns, from any and all claims and demands of every kind and nature which the Grantor, his heirs and assigns, now have or may have in the future against the Grantee, its successors and assigns, arising out of or in connection with the use of the premises hereby conveyed as above set forth.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof to the said Central Maine Power Company, its successors and assigns, to its and their use and behoof forever. And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF. I, the said Earle E. Gray,

and I, Arleen M. Gray, wife of the said Earle E. Gray,

joining in this deed as Grantor, and relinquishing and conveying my rights by descent and all other rights in the above described premises, have hereunto set our hand(s) and seal(s) this 16 day of March, in the year of our Lord one thousand nine hundred and eighty-one.

Signed, Sealed and Delivered
in presence of

Arthur E. Russell Jr.
to both

Earle E. Gray
Arleen M. Gray

STATE OF MAINE SOMERSET ss. March 16, 1981.

Personally appeared the above named Earle E. Gray
and acknowledged the above instrument to be his free act and deed.

Before me,

Somerset County
RECEIVED APR 13 1981 AT 8:30 AM A.M.
and recorded from the original

Arthur E. Russell Jr.
Justice of the Peace

5/15/51

THIS INDENTURE made as of the fifteenth day of May, 1951, by and between CENTRAL MAINE POWER COMPANY, a Maine corporation having its office and principal place of business at Augusta, County of Kennebec, said State, hereinafter sometimes called "Central Maine", GREAT NORTHERN PAPER COMPANY, a Maine corporation having its office and principal place of business at Millinocket, County of Penobscot, said State, hereinafter sometimes called "Great Northern", S. D. WARREN COMPANY, a Maine corporation having its principal place of business at Westbrook, County of Cumberland, said State, hereinafter sometimes called "Warren", and J. M. HUBER CORPORATION, a ~~Maine~~ ^{New Jersey} corporation having its office and principal place of business at ^{Locust in} ~~Bangor~~, ^{Monmouth, State of New Jersey} ~~the~~ ~~County of Penobscot~~, hereinafter sometimes called "Huber",

W I T N E S S E T H

WHEREAS Great Northern owns a portion of what was formerly the right of way of the Somerset Railway Company and/or Maine Central Railroad Company located in the Townships of West Moxie (sometimes called "The Forks") and East Moxie, in the County of Somerset and State of Maine, extending from a point in said The Forks plantation where said right of way connects with the easterly end of a highway leading from The Forks to Moxie Station, so called, to the southerly line of the Township of Moxie Gore; and

WHEREAS Warren owns a portion of what was formerly said right of way located in the Township of Moxie Gore, so called, extending from the northerly line of East Moxie Township to

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the westerly line of Squaretown, so called, except that part which is located within the limits of a public lot; and

WHEREAS Huber owns that part of what was formerly said right of way located in the Townships of Squaretown and Indian Stream, so called, extending from the easterly line of Moxie Gore to a point where said right of way intersects the easterly line of the 1000-ft. strip, so called, of Central Maine Power Company, et als; and

WHEREAS Central Maine desires to acquire from Great Northern, Warren and Huber the right to pass and repass for any and all purposes along said right of way within the above described limits, in common with others entitled to use the same, and to make such repairs as in its opinion may be necessary to adapt said right of way to its use; and

WHEREAS Great Northern, Warren and Huber desire to pass and repass along the sections of said right of way not owned by them within the above described limits in common with others entitled to use the same and to make such repairs as may be deemed necessary to adapt said right of way to their use,

NOW, THEREFORE, in consideration of the sum of One Dollar and other valuable considerations, to it paid by Central Maine, Warren and Huber, the receipt whereof is hereby acknowledged, Great Northern Paper Company does hereby grant and convey unto Central Maine Power Company, S. D. Warren Company and J. M. Huber Corporation, their successors and assigns, a right of way in common with Great Northern and others entitled to use the same, for all purposes, along and across that part of what

was formerly the right of way of the Somerset Railway Company and/or Maine Central Railroad Company located in the Township of West Moxie (sometimes called "The Forks") and Township 2, Range 4, B.K.P.E.K.R., in the County of Somerset and State of Maine, sometimes called East Moxie, beginning at a point in said The Forks Plantation, at a point where the easterly end of the highway extending from The Forks to Moxie Station, so called, intersects said right of way near Moxie Station; thence extending in a general northerly direction along said right of way as now located to the southerly line of Township 1, Range 5, B.K.P.E.K.R., known as Moxie Gore, said right of way being three (3) rods in width on each side of the center line of the railroad as formerly located along said right of way according to a Map and Profile thereof recorded in Somerset County Registry of Deeds, reference to which plan is hereby made for the determination of the location of said center line. Excepting to Great Northern, its successors and assigns, so much of said portion of the right of way as is occupied by any buildings or leased lots as shown on Plan entitled "Great Northern Paper Co., Division Forest Engineering, Cottage Lot Survey, Lake Moxie - The Forks Plant.", dated June 9, 1937.

Also conveying to each of said Grantees, their respective successors and assigns, the right to construct, repair and maintain a roadway along said right of way within the above-described limits as in the opinion of the party constructing or repairing such roadway may be deemed advantageous to adapt said roadway to use by it; together with the right to enter upon premises of Great Northern adjoining said right of way for the purpose of taking gravel, fill and materials up to

but not in excess of 1000 yards for use in constructing such roadway, and from time to time to enter upon such premises for the purpose of obtaining gravel, fill and materials for the purpose of maintaining said roadway.

In consideration of the sum of One Dollar and other valuable considerations to it paid by Central Maine, Great Northern and Huber, the receipt whereof is hereby acknowledged, S. D. Warren Company does hereby grant and convey unto Central Maine Power Company, Great Northern Paper Company and J. M. Huber Corporation, their successors and assigns, a right of way in common with S. D. Warren Company and others entitled to use the same, for all purposes, along and across that part of what was formerly the right of way of the Somerset Railway Company and/or Maine Central Railroad Company located in Township 1, Range 5, B.K.P.E.K.R. (known as Moxie Gore), beginning at the point in the northerly line of East Moxie Township where said right of way crosses said northerly line; thence extending in a general northerly and easterly direction along said right of way as now located to a point where said right of way crosses the westerly line of Township 2, Range 5, B.K.P.E.K.R. (known as Squaretown), except that part of said right of way located within the limits of a public lot as the same is laid out, said right of way being three (3) rods in width on each side of the center line of the railroad as formerly located along said right of way according to a Map and Profile thereof recorded in Somerset County Registry of Deeds, reference to which plan is hereby made for the determination of the location of said center line.

Also conveying to each of said Grantees, their respective successors and assigns, the right to construct, repair and maintain a roadway along said right of way within the above described limits as in the opinion of the party constructing or repairing such roadway may be deemed advantageous to adapt said roadway to use by it; together with the right to enter upon premises of Warren adjoining said right of way for the purpose of taking gravel, fill and materials up to but not in excess of 1000 yards for use in constructing said roadway, and from time to time to enter upon such premises for the purpose of obtaining gravel, fill and materials for the purpose of maintaining said roadway.

In consideration of the sum of One Dollar and other valuable considerations to it paid by Central Maine, Great Northern and Warren, the receipt whereof is hereby acknowledged, J. M. Huber Corporation does hereby grant and convey unto Central Maine Power Company, Great Northern Paper Company and S. D. Warren Company, their successors and assigns, a right of way in common with J. M. Huber Corporation and others entitled to use the same, for all purposes, along and across that part of what was formerly the right of way of the Somerset Railway Company and/or Maine Central Railroad Company located in Township 2, Range 5, B.K.P.E.K.R. (known as Squaretown) and in Township 1, Range 6, B.K.P.E.K.R. (known as Indian Stream), beginning at a point in the easterly line of Township 1, Range 5, B.K.P.E.K.R. (known as Moxie Gore) where said right of way crosses said easterly line; thence extending easterly and northerly along the route of said right of way as now located

By Order of Board of
Superior Court
of the State of Maine
in and for the County of
Somerset, this 10th day of
April, 1910.
J. M. Huber Corporation
vs.
Central Maine Power Company,
Great Northern Paper Company
and
S. D. Warren Company

to the southerly line of Township 1, Range 6, B.K.P.E.K.R. (known as Indian Stream); thence extending northerly and westerly along the route of said right of way as now located to the easterly line of the 1000-ft. strip, so called, conveyed by George Gray, et als, to the Fidelity Trust Company, Trustee, by deed dated November 1, 1917, recorded in Somerset County Registry of Deeds, Book 343, Page 308, said 1000-ft. strip now being owned by Central Maine Power Company, et als; said right of way being three (3) rods in width on each side of the center line of the railroad as formerly located along said right of way according to a Map and Profile thereof recorded in Somerset County Registry of Deeds, reference to which plan is hereby made for the determination of the location of said center line.

Also conveying to each of said Grantees, their respective successors and assigns, the right to construct, repair and maintain a roadway along said right of way within the above-described limits as in the opinion of the party constructing or repairing such roadway may be deemed advantageous to adapt said roadway to use by it; together with the right to enter upon premises of Huber adjoining said right of way for the purpose of taking gravel, fill and materials up to but not in excess of 1000 yards for use in constructing said roadway, and from time to time to enter upon such premises for the purpose of obtaining gravel, fill and materials for the purpose of maintaining said roadway.

TO HAVE AND TO HOLD the said rights and easements, together with all privileges and appurtenances thereunto belonging, to the said Central Maine Power Company, Great Northern Paper Company, S. D. Warren Company and J. M. Huber

Corporation, their successors and assigns forever.

It is understood and agreed by and between the parties hereto that no one of the parties hereto shall be under any duty or obligation to any other party hereto to repair or maintain said roadway, each party having the right to make such repairs and do such maintenance as it deems advisable, consistent with its use of said roadway.

This Indenture shall be executed in four original counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the said Central Maine Power Company has caused its corporate name to be signed and its corporate seal affixed hereto by W. F. Wyman, its President, hereunto duly authorized, the said Great Northern Paper Company has caused its corporate name to be signed and its corporate seal affixed hereto by Wm. D. McKay its President hereunto duly authorized, the said S. D. Warren Company has caused its corporate name to be signed and its corporate seal affixed hereto by George Olmsted, Jr. its President hereunto duly authorized, and the said J. M. Huber Corporation has caused its corporate name to be signed and its corporate seal affixed hereto by *Harro W. Huber* its *President* hereunto duly authorized, all as of the day and year first above written.

Signed, Sealed and Delivered
in presence of

Helen G. Locke

C. B. Stannard

E. B. Gray

Samuel W. P. B.
Secretary

CENTRAL MAINE POWER COMPANY

By *W. F. Wyman*
President

GREAT NORTHERN PAPER COMPANY

By *Wm. D. McKay*
President

S. D. WARREN COMPANY

By *Geo. Olmsted, Jr.*

J. M. HUBER CORPORATION

By *J. M. Huber*
President

STATE OF MAINE,
County of Kennebec, ss.

June 13
~~May~~, 1951

Personally appeared the above-named W. F. Wyman,
President of Central Maine Power Company, and acknowledged
the foregoing instrument to be his free act and deed in his
said capacity and the free act and deed of said Central
Maine Power Company, before me,

Helen A. Locke

Notary Public

My Commission Expires

June 24, 1951

Commonwealth of Massachusetts
County of Suffolk ss.

May , 1951
June 15, 1951

Personally appeared the above-named Wm. O. McKay
President of Great Northern Paper Company, and ac-
knowledged the foregoing instrument to be his free act and
deed in his said capacity and the free act and deed of said
Great Northern Paper Company, before me,

Francis R. Keenan

Notary Public

My Commission Expires

My Commission Expires
August 8, 1952

STATE OF MAINE,
County of Cumberland, ss.

May , 1951

Personally appeared the above-named George Olmsted, Jr.,
President of S. D. Warren 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 S. D.
Warren Company, before me,

Sydney J. Rogers

Notary Public

My Commission Expires

Feb 19, 1957

New Jersey
STATE OF ~~MAINE~~,
County of ~~Penobscot~~, ss.
Monmouth,

June 4, 1951
~~May~~

Personally appeared the above-named *Henry W. Huber*
~~President~~ of J. M. Huber Corporation, and acknow-
ledged the foregoing instrument to be his free act and
deed in his said capacity and the free act and deed of
said J. M. Huber Corporation, before me,

Mary C. Wheaton
Notary Public

My Commission Expires

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 11, 1956

0 2 1 1

Inducture

C. M. P. Co.

Ch. W. Paper Co.

S. D. Warren Co.

G. M. Huber Corp.

*Re - Pt of way of old Som. Reg
MX 4 16, 1951*

C. M. P. Co.	
BOX NO.	<i>18</i>
ENVE. NO.	<i>4</i>
DOC. NO.	

**STATE OF MAINE
SOMERSET, ss. REGISTRY OF DEEDS.**

Received August 4, 1951,
at 7 h. 30 m. A.M., and recorded
in Vol. 536, Page 404.

Attest:

Charles E. Hunter

REGISTER.

No
Maine Real Estate
Transfer Tax Paid

RELEASE DEED

01679

KNOW ALL MEN BY THESE PRESENTS that OXFORD PAPER COMPANY, a corporation organized and existing under the laws of the State of Delaware, with a place of business at Rumford, County of Oxford, State of Maine, with a mailing address of Boise Cascade Corporation, Coated Paper Division, Rumford Mill, Rumford, Maine 04276, for consideration paid, releases to CENTRAL MAINE POWER COMPANY, a corporation organized and existing under the laws of the State of Maine, and having its principal place of business at Edison Drive, Augusta, Maine 04336 the following:

1. All of its right and title and interest in and to a certain lot or parcel of land situated in The Forks Plantation, Somerset County, Maine, (Strip #1) said parcel of land being more particularly located and described as follows:

Strip #1

Being a strip of land seventeen (17) feet more or less in width located westerly of and contiguous with a fifty (50) foot wide strip of land maintained as right-of-way for the Moxie Pond West Shore Road as indicated on a plan entitled "Standard Boundary Survey being the Resurvey of Lots on the North and West Shores and Islands of Moxie Pond, for Oxford Paper Company - Boise Cascade Corporation, located in The Forks Plantation and East Moxie Township, Somerset County, Maine" prepared in part by Acme Engineering & Design, Inc., sheets N5 and N6, as "Strip #1". Said 17 foot strip is bounded northeasterly by a line parallel to and seventy-five (75) feet distant easterly measured at right angles from the centerline of the Grantee's transmission line designated Section 222 as now located; easterly by the westerly sideline of said Moxie Pond West Shore Road; southeasterly by said line parallel to and 75 feet distant easterly measured at right angles from said centerline of said transmission line Section 222 as now located; and westerly by the westerly sideline of the former Somerset Branch of the Maine Central Railroad six (6) rod right-of way.

The above described Strip #1 land being a part of said former Railroad right-of-way owned by the Grantor which is located westerly of said 50 foot wide Moxie Pond West Shore Road and within said 300 foot wide transmission line Section 222.

Excepting and reserving to the Grantor, its successors and assign, the right to cross the said Strip #1 hereinbefore described on foot and in vehicles or other means of conveyance, and the right to pile or store wood or logs on or along the said strip of land is hereby reserved to the Grantor, its successors and assign, provided any and all of the within reserved privileges shall be exercised at such

times and places and in such manner as will not interfere with any use that may hereafter be made of said strip by said Grantee, its successors and assigns.

2. Also hereby granting to the Grantee, its successors and assigns, the perpetual right and easement to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove electric transmission, distribution and communication lines consisting of suitable and sufficient poles and towers with sufficient foundations together with wires strung upon and extending between the same for the transmission of electric energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other electrical equipment and appurtenances, over and across other land owned by the Grantor situated in said The Forks Plantation, Somerset County, Maine, (Strip #2) more particularly located and described as follows:

Strip #2

Being a strip of land of varying width bounded easterly by a line parallel to and 75 feet distant easterly measured at right angles from the said centerline of the Grantee's transmission line Section 222 as now located; and southwesterly and northwesterly by the easterly sideline of the above described Strip #1 as indicated on said plan as "Strip #2".

The above described Strip #2 includes that part of said Moxie Pond West Shore Road and that part of other lands of the Grantor designated Lots 52 and Lot 53 on said sheet N6 of said plan and a parcel of land to be retained by Oxford Paper Company between said Lot 53 and Lot 54 as shown on said sheet N5 of said plan which lies within 75 feet distant easterly of the centerline of the Grantee's said transmission line Section 222 as now located.

Also conveying to the Grantee, its successors and assigns, the right and easement at any time or times to cut and remove all trees and to clear and keep clear said Strip #2 of all trees, timber, and bushes growing on said Strip #2 by such means as the Grantee, its successors and assigns, may select.

Also conveying to the Grantee, its successors and assigns with prior written notice by Grantee to the then current landowner/lessee of said Lots 52 and 53, the right and easement at any and all times to enter on land of the Grantor, its successors and assigns, adjacent to said Strip #2 for the purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of said Strip #2 as in falling would in the judgment of the Grantee, its successors and assigns, interfere with or endanger the operation and maintenance of any lines constructed along said Strip #2.

The Grantor for itself and its executors, administrators, successors and assigns, covenants and agree to and with the Grantee, its successors and assigns, that they will not erect or maintain any building, utilities or other structure of any kind or nature under or upon the above described Strip #2, and will not place any material on, or permit or allow any material of any kind or nature to accumulate on or be removed from said Strip #2 if, in the opinion of the Grantee, its successors and assigns, such erection, maintenance or action would endanger or interfere with current or future use of said premises in its operation as a public utility.

The Grantee for itself and its executors, administrators, successors and assigns, covenants and agree to and with the Grantor, its successors and assigns, that they will not erect or maintain any poles, towers, foundations, fixtures, anchors, guys or other electrical equipment on that part of said Strip #2 located within the limits of said Moxie Pond West Shore Road or driveways to and upon said Lots 52 and 53 which will interfere with the use and maintenance of said Road and driveways.

3. Also hereby granting to the Grantee, its successors and assigns, a right-of-way in common with the Grantor, its successors and assigns and others, fifty (50) feet in width over said Moxie Pond West Shore Road in The Forks Plantation. Said Moxie Pond West Shore Road 50 foot wide right-of-way is further described as follows:

Beginning at the northern terminus of said granted right-of-way being the intersection of the public road, the Moxie Station Road, so called, and the said Moxie Pond West Shore Road being a portion of the former railroad right-of-way; thence in a southerly direction approximately six (6) miles to the southern terminus of said granted right-of-way being the intersection of the said Moxie Pond West Shore Road and The Forks Plantation

- Bald Mountain Township town line. Said Moxie Pond West Shore Road is as shown on a plan entitled "Standard Boundary Survey being the Resurvey of Lots on the North and West Shores and Islands of Moxie Pond for Oxford Paper Company - Boise Cascade Corporation, located in The Forks Plantation and East Moxie Township, Somerset County, Maine" prepared by Acme Engineering & Design Inc. (north portion) and Sackett & Brake Survey, Inc. (south portion), sheets N18 thru N1 and S1 thru S12 respectively.

Said 50 foot wide right-of-way and Moxie Pond West Shore Road are granted subject to the following terms and conditions:

Grantee shall not perform any maintenance, construction, reconstruction, relocation or improvement of said Road without prior written request to and approval of the Grantor.

Neither the Grantor nor the Grantee shall be obligated to repair or maintain said Moxie Pond West Shore Road for the use of the other. The Grantor and Grantee will each be responsible for any maintenance and repair which is reasonably required as a result of its use by the Grantor or Grantee and the employees, agents, or assigns thereof.

This 50 foot wide right-of way shall not be construed to convey the right to erect and maintain roadside electric distribution lines serving customers in the area but shall not exclude the construction and maintenance of electric transmission lines over, along and across the above described Strip #2.

4. Also hereby granting to the Grantee, its successors and assigns, a right-of-way in common with the Grantor, its successors and assigns and others, fifty (50) feet in width over six (6) existing roads lying between the said Moxie Pond West Shore Road and said CMP transmission line Section 222 as indicated on said plan as "Woods Road (Private)" on sheets N-16, N-13, N-8, N-1, S-4 and S-7.

Said 50 foot wide right-of-way and Woods Roads are subject to the following terms and conditions:

Grantee shall not perform any maintenance, construction, reconstruction, relocation or improvement of said roads without prior written request to and approval of the Grantor.

Neither the Grantor nor the Grantee shall be obligated to repair or maintain said roads for the use of the other. The Grantor and Grantee will each be responsible for any maintenance and repair which is reasonably required as a result of its use by the Grantor or Grantee and the employees, agents, or assigns thereof.

This release deed is given in connection with and in consideration of another certain deed given by the Grantee herein to the Grantor herein conveying to the Grantor herein a portion of a previously conveyed right-of-way by Great Northern Paper Company to Central Maine Power Company dated October 30, 1953, and recorded in the Somerset County Registry of Deeds in Book 554, Page 474, being the former railroad right-of-way, which other deed being of even date herewith is to be recorded.

For the source of Grantor's title to the above described Strips #1 and #2, and Moxie Pond West Shore Road and Woods Roads 50 foot wide right-of-ways, reference is hereby made to the deed of Ethyl Corporation to Grantor, described as Parcel #3 in The Forks Plantation, recorded in the Somerset County Registry of Deeds in Book 862, Pages 1009-1089.

Said "Standard Boundary Survey being the Resurvey of Lots on the North and West Shores and Islands of Moxie Pond" is recorded in the Somerset County Registry of Deeds in Plan File B-91, Pages 27-69.

IN WITNESS WHEREOF, the said OXFORD PAPER COMPANY has caused this instrument to be signed in its corporate name by A. B. Groce, its President, thereunto duly authorized, as of this 25th day of February, 1991.

Gabrielle M. LeVasseur
Witness

OXFORD PAPER COMPANY
By: *A. B. Groce Jr.*
A. B. Groce
ITS PRESIDENT



STATE OF MAINE
OXFORD, ss.

February 25, 1991.

Personally appeared the above named A. B. Groce President, of said Oxford Paper 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 Oxford Paper Company.

Before me,

Gabrielle M. LeVasseur
Notary Public



Gabrielle M. LeVasseur
Printed Name

My comission expires: July 5, 1993

RECEIVED SOMERSET SS

1991 FEB 26 AM 11:11

RECORDED FROM ORIGINAL

Form of Quitclaim Deed with Covenant

Recording Requested By And
When Recorded Mail To:
Marden, Dubord, Bernier & Stevens
44 Elm Street
Waterville, ME 04901
Attn: Robert M. Marden, Attorney at Law
File No. T2019-266

DLN: 1001940079483

TRANSFER TAX PAID

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **WEYERHAEUSER COMPANY**, a Washington corporation, successor by merger to Plum Creek Maine Timberlands, L.L.C., and having an address of 220 Occidental Avenue South, Seattle, Washington 98104 ("Grantor"), for consideration paid, GRANTS to **CENTRAL MAINE POWER COMPANY**, whose address is 83 Edison Drive, Augusta, Maine 04336 ("Grantee"), with QUITCLAIM COVENANTS, all that certain real estate located in West Forks Township, Somerset County, State of Maine, which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Property").

By acceptance of this deed, Grantee covenants and agrees, on behalf of Grantee, Grantee's heirs, successors and assigns, that the Property constitutes a "lot transferred to an abutting owner of land" for purposes of the Maine Land Use Planning Commission Land Use Districts and Standards 10.25, Q, I, g(3). By acceptance of the Deed, Grantee hereby agrees that the Property is merged into Grantee's abutting parcel on the easterly side of the Property (together with the Property, the "Merged Property"), and that the Merged Property shall be maintained as a single merged parcel of land, and shall not be subdivided, leased or sold, or offered to be subdivided, leased or sold, or platter for future subdivision, lease or sale, into any number of parcels less than the whole for a minimum of five (5) years from the date this Deed is recorded.

FURTHER TOGETHER WITH, but without warranty, all mineral rights appurtenant to the Property, if any, and all rights to explore for and extract such minerals not reserved or conveyed by Grantor's predecessors in title; provided, however, Grantor warrants that during the period of its ownership it has not severed or otherwise granted an interest in any mineral rights appurtenant to the Property or granted an interest therein to any third party. "Minerals" are defined to be coal, oil, gas and all other hydrocarbons and all interest in all minerals, metals and ores of every kind, metallic and non-metallic, hard or soft, including, but not limited to gold, silver, rare metals, rare earth, gravel and all other substances which have or may hereafter have any intrinsic value separate

07

from the surface of the real property, in, on and under the real property. In addition, Grantor conveys without warranty to Grantee all other natural substances on the Property including without limitation sand, bentonite, clay, landscape rock, artifacts and geothermal energy.

RESERVING UNTO GRANTOR, for itself and its agents, contractors, lessees, licenses, successors and assigns, permanent, non-exclusive, easement and rights of way sixty six (66) feet in width, for ingress, egress and utilities, in common with Grantee, its successors and assigns, over, upon, along and across existing roads located crossing over the Property, said roads being a portion of the roads depicted on a Plan Depicting Roadways and Easements recorded in the Somerset Registry of Deeds on or about November 17, 2016 in Plan File #2016, Page 99. The above said portion of the road access crossing over the Property is generally depicted on a boundary line survey prepared by Plisga & Day Land Surveyors dated December 5, 2019, to be recorded on or near the date hereof.

SUBJECT TO the Property is now subject to taxation under the provisions of Maine's Tree Growth Tax Law, 36 MRSA Sec. 571 through 584-A (2010 and Supp.2017). Grantee shall be liable for the payment of any penalty assessed for the withdrawal of all or any portion of the Property from such tax classification under this statute on or after the date hereof.

FURTHER SUBJECT TO any exception, reservation, restriction, easement or condition set out in the attached Exhibit A.

FURTHER SUBJECT TO title to and rights of the public and others entitle thereto in and to those portions of insured premises lying within the bounds of adjacent streets, roads, and ways;

FURTHER SUBJECT TO provisions of the Commercial Forestry Excise Tax Law, 36 MRSA sec. 2721 through 2727;

FURTHER SUBJECT TO riparian rights of others in and to those brooks and streams which pass by and through the Property;

FURTHER SUBJECT TO all land use (including environmental and wetlands), building and zoning restrictions, codes and ordinances affecting the Property; and

FURTHER SUBJECT TO all matters depicted or noted on the Survey Plan of a portion of property of Weyerhaeuser Company on the Wilson Hill Road, West Forks Plantation, by Plisga and Day Land Surveyors dated December 5, 2019;

FURTHER SUBJECT TO the provisions of the Maine Forest Protection Act, 12 MRSA sec. 8866 through 8870 and their applicability to maintaining harvest plans and separation zones.

TO HAVE AND TO HOLD the Property, together with all rights, easements, privileges and appurtenances thereunto belonging, to the Grantee, its successors and assigns, and Grantor covenants to Grantee, its successors and assigns, that it will warrant and forever defend the Property to the said Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through, or under the Grantor, except those matters which this conveyance was made subject to, as set forth above.

Reference is further made without warranty or covenant to a certain Indenture and Easement Agreement between Grantor and Grantee executed and recorded on or near the date hereof concerning appurtenant access easement rights benefiting the Property.

Exhibit "A"
Legal Description

Weyerhaeuser Company to Central Maine Power Company
Land in West Forks Plantation, Somerset County, Maine

A parcel of land located in **West Forks Plantation**, Somerset County, Maine being north of, but not adjacent to, the East Branch of the Kennebec River and east of, but not adjacent to, Cold Stream and more particularly described as follows:

Beginning at an iron rod found at the southwesterly corner of a 300-foot-wide strip of land acquired by the Grantee from the Grantor in a deed recorded in the Somerset County Registry of Deeds in Book 5099, Page 255;

thence S 72°29'02" W along other land of the Grantee described in a deed recorded in said Registry in Book 1416, Page 127 a distance of 307.18 feet to an iron rod found;

thence continuing on the same bearing along land now or formerly of Western Mountains Charitable Foundation a distance of 113.79 feet to an iron rod found;

thence N 23°53'11" W along land of the State of Maine, Department of Agriculture, Conservation and Forestry as described in a deed recorded in said Registry in Book 5011, Page 1 a distance of 1705.71 feet to an iron rod found;

thence N 07°03'19" W along said land of the State of Maine a distance of 1289.62 feet to an iron rod found;

thence N 13°18'44" W along said land of the State of Maine a distance of 2685.72 feet to a point;

thence N 34°24'06" W along said land of the State of Maine a distance of 167.74 feet to a point;

thence N 07°42'33" W along said land of the State of Maine a distance of 247.91 feet to a point;

thence N 42°51'12" E along said land of the State of Maine a distance of 494.19 feet to a point;

thence N 36°27'30" E along said land of the State of Maine a distance of 246.13 feet to an iron rod set, said iron rod having coordinates of N: 16,492,579.35 usft, E: 1,395,546.32 usft;

thence across land of the Grantor along the southerly side of a 66-foot wide easement for access, by the following bearings and distances:

S 63°14'52" E	320.88 feet
S 68°14'03" E	377.19 feet
S 61°13'56" E	245.69 feet
S 56°04'38" E	179.67 feet
S 61°03'07" E	123.67 feet

S 65°06'48" E 159.44 feet
S 73°10'29" E 108.87 feet

to an iron rod set on the west line of land of the Grantee as described in said deed recorded in Book 5099, Page 255;

thence S 00°34'15" E along land of the Grantee a distance of 5531.00 feet to an iron rod found;

thence S 52°07'28" E along land of the Grantee a distance of 128.12 feet to the point of beginning, said parcel containing 164.74 acres, more or less.

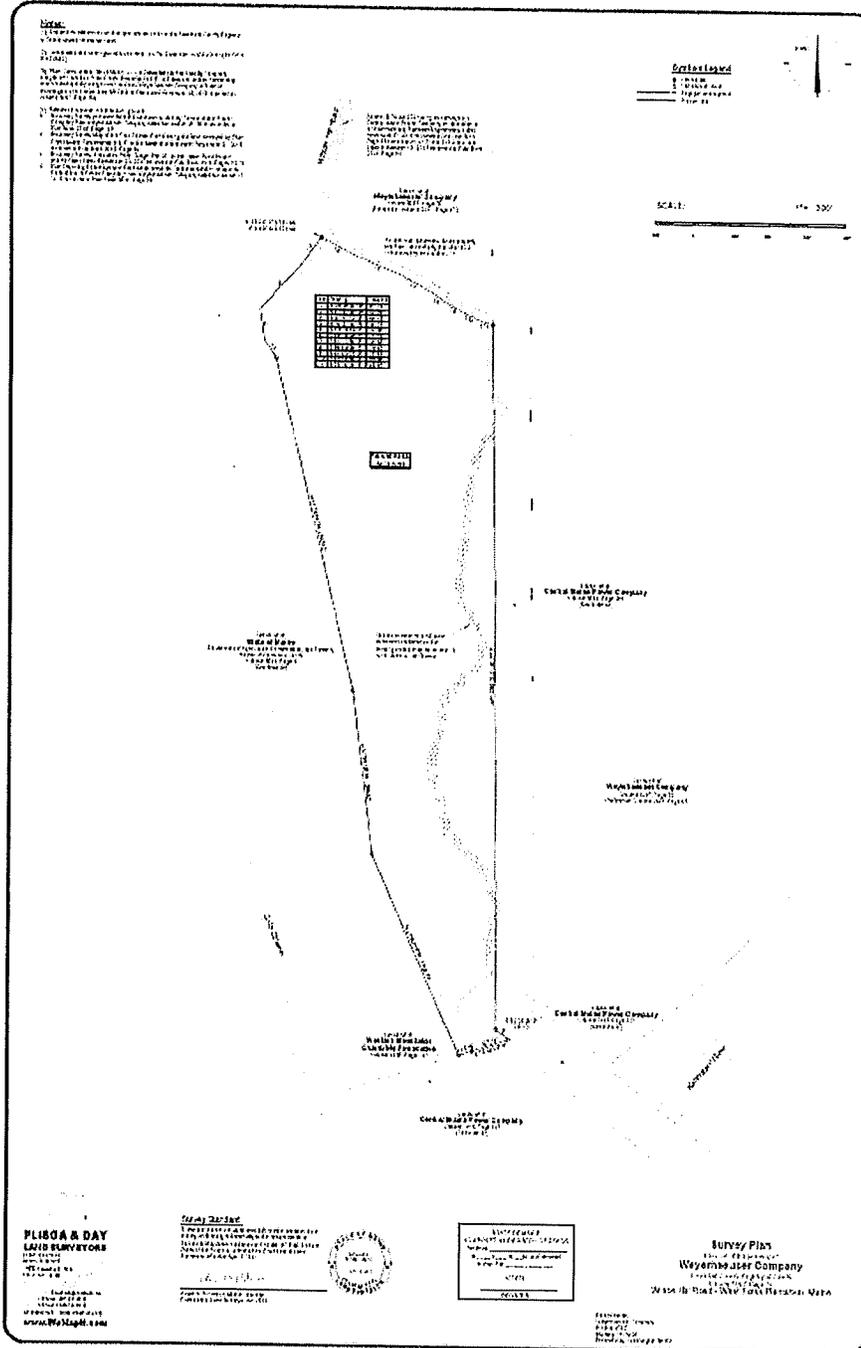
Bearings, distances, and coordinates cited herein are referenced to UTM Zone 19N, NAD 83 (2011) (EPOCH:2010.0000).

Iron rods set are capped #6 rebar stamped "Plisga & Day PLS 2361".

Being part of Tract 5 as described in the deed from S.D. Warren Company to SDW Timber II, L.L.C. dated November 5, 1998, and recorded in the Somerset County Registry of Deeds in Book 2491, Page 67. SDW Timber II, L.L.C. changed its name to Plum Creek Maine Timberlands, L.L.C. (see Maine Secretary of State filing recorded on September 23, 1999, in the Somerset County Registry of Deeds in Book 2605 Page 151). Plum Creek Maine Timberlands, L.L.C., a Delaware Limited Liability Company, merged with and into Plum Creek Timberlands, L.P., a Delaware Limited Partnership, which subsequently has merged with and into Weyerhaeuser Company, a State of Washington corporation (see Affidavit of Title dated November 8, 2016, and recorded in the Somerset County Registry of Deeds in Book 5097 Page 70).

Reference is made to the Survey Plan of a portion of the property of Weyerhaeuser Company located on the Wilson Hill Road, West Forks, Maine, by Plisga & Day Land Surveyors dated December 5, 2019, to be recorded in the Somerset County Registry of Deeds.

EXHIBIT A



E-4127

State of Maine

LINCOLN, ss

Registry of Deaths

Received OCTOBER 19, 1970

at 8 H. 30 M. A. M., and

recorded in Book 670 Page 312

Eunice M. Adams Registered
COMPARED deputy

MUM
LOW 9

ACCOUNTING DEPT. NOTATIONS	
VOUCHER NO.	<u>N/A</u> DATE <u>10/19/70</u>
ISSUED TO	
FOR RECEIPTS	<i>W</i>
ISSUED	
BY	
FOR	
COMPTROLLER	<i>W</i>

For Deeds 377 + 378 + 385 - (345111)
19 + 207 (115 09)

Recorder's Office
Dec 29 1970 5
101 1140

KNOW ALL MEN BY THESE PRESENTS

That MAINE YANKEE ATOMIC POWER COMPANY (hereinafter sometimes called the "Grantor"), a corporation organized and existing under and by virtue of the laws of the State of Maine and having its principal place of business at Augusta, County of Kennebec, State of Maine, in consideration of one dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY (hereinafter sometimes called the "Grantee"), a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its principal place of business at said Augusta, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said CENTRAL MAINE POWER COMPANY, its successors and assigns forever,

(1) the perpetual right and easement to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove electric transmission, distribution and communication lines consisting of suitable and sufficient poles and towers with sufficient foundations together with wires strung upon and extending between the same for the transmission of electric energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other electrical equipment and appurtenances, and to use, singly or in common with the Grantor, its successors and assigns, including without limitation Maine Electric Power Company, Inc., by means of a deed from the Grantor dated January 28, 1970, recorded in the Lincoln County Registry of Deeds in Book 665, Page 299, any transmission towers and wooden

pole structures caused to be constructed by the Grantor, its successors or assigns, and suitable for carrying transmission lines over, along and across certain strips of land of the Grantor located in the Town of Wiscasset, County of Lincoln, and in the Town of Woolwich, County of Sagadahoc, said State of Maine, which land is more particularly located and described as follows:

Strip 1:

A strip of land of varying widths located in said Wiscasset and extending from the center of a certain right of way of the Maine Central Railroad Company in Wiscasset in a general southerly and southwesterly direction by two tangents a distance of 6890 feet, more or less, to the 345 KV substation of the Grantee at Bailey Point, so called, in said Wiscasset. The northerly portion of said strip of land is 550 feet in width extending from said center of said Maine Central Railroad Company's right of way S 11° 42' W a distance of 4140 feet, more or less, to an angle in said strip. The sidelines of said northerly portion of said strip are 285 feet distant easterly and 265 feet distant westerly measured at right angles from the center line of a tower line which supports the transmission line of the Grantee designated as Section 377. The southerly portion of said strip of land is 582.5 feet in width extending from said angle in said strip S 37° 35' W a distance of 2750 feet, more or less, to said 345 KV substation. The sidelines of said southerly portion of said strip are 347.5 feet distant southeasterly and 235 feet distant northwesterly measured at right angles from the center line of said tower line.

The above-described strip is part of the premises conveyed to Maine Yankee Atomic Power Company by Cumberland Securities Corporation by deed dated November 25, 1968, recorded in the Lincoln County Registry of Deeds in Book 651, Page 273, being specifically part of parcels numbered 1, 6, 8-1, 8-2, 10-1, 11-1, 11-2, 13-2, and 16 in said deed of Cumberland Securities Corporation, and part of the premises conveyed to said Maine Yankee Atomic Power Company by George H. Wilson, et al., by deed dated February 28, 1969, recorded in the Lincoln County Registry of Deeds in Book 637, Page 459.

Strip 2:

A strip of land 150 feet in width located in said Wiscasset and extending from the westerly boundary line of the above-described Strip 1 in a general southwesterly and southeasterly direction by two tangents to the 115 KV substation of the Grantee at Bailey Point, so called, in said Wiscasset. The sidelines of said 150 foot strip of

land are 75 feet distant on each side of the center line of a tower line which supports transmission lines designated as Sections 59 and 207. Said center of said tower line is more particularly located and described as follows: Beginning at a point in the westerly boundary line of said Strip 1, said point being 800 feet, more or less, distant southerly measured along said westerly boundary line from the center of State Highway 144, so called; thence extending S 32° 30' W a distance of 5550 feet, more or less, to an angle point; thence extending S 57° 30' E and crossing a cove of Back River to the said 115 KV substation.

The above-described Strip 2 is part of the premises conveyed to Maine Yankee Atomic Power Company in part by Cumberland Securities Corporation by deed dated November 25, 1968, and recorded in the Lincoln County Registry of Deeds in Book 651, Page 273, being specifically part of parcels numbered 6, 7-2, 7-3, 8-1, 9-1, 9-2, and 15 in said deed, and in part by United States Gypsum Company by deed dated September 13, 1968, and recorded in said Registry of Deeds in Book 646, Page 195, being specifically part of parcels numbered 1 and 2 in said deed of United States Gypsum Company.

Strip 3:

A strip of land 550 feet in width located in said Wiscasset and in said Woolwich and extending northwesterly across land acquired by the Grantor from Cumberland Securities Corporation by deed dated November 25, 1968, recorded in the Lincoln County Registry of Deeds in Book 651, Page 273, being part of parcels 19 and 20 in said deed, and from Roland S. Bailey, et al., by deed dated April 18, 1968, recorded in Sagadahoc County Registry of Deeds in Book 359, Page 422. Strip 3 extends 50 feet on both sides of Montsweag Brook, so called, and is more particularly described in the aforesaid deeds of Cumberland Securities Corporation and Roland S. Bailey, et al., to which deeds reference is hereby made. The sidelines of Strip 3 are 285 feet distant northeasterly and 265 feet distant southwesterly measured at right angles from the center line of a tower line which supports the aforesaid transmission line designated as Section 377.

Also conveying to the Grantee, its successors and assigns, the right and easement at any and all times to clear and keep clear said strips of all trees, timber, and bushes growing on said strips by such means as the Grantee, its successors and assigns, may select.

The Grantor for itself and its successors and assigns, covenants and agrees with the Grantee, its successors and

assigns, that it will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure, of any kind or nature upon the above-described strips, and will not place, permit or allow any material or growth of any kind or nature to accumulate on or be removed from said strips any or all of which, in the reasonable opinion of the Grantee, its successors and assigns, would endanger or interfere with the operation or maintenance of said line or lines constructed along and across said strips.

(2) Also the perpetual right and easement to construct, rebuild, operate, maintain and remove a substation, so called, and related buildings, together with all transmission, distribution and communication lines, towers, transformers and all other wires, cables, equipment and appurtenances necessary for the transmission, distribution and transformation of electrical energy over, on and under the surface of a certain lot or parcel of land located in said Wiscasset, more particularly bounded and described as follows:

Beginning at the point of intersection of the center line of a line of towers which support the aforesaid transmission line of the Grantee designated as Section 377 and the fence line which marks the northerly boundary of the herein described parcel of land, said point being 184 feet, more or less, distant northerly measured along the center line of said tower line from the east-west center line of the "back bone structure", so called, of said substation as indicated on a plan entitled "Area Assigned for 345 KV Switchyard Facilities, Maine Yankee Atomic Power Station", numbered 637-61-1 and dated September 2, 1970, said plan being on file with the Grantee's Engineering Department in Augusta, Maine; thence at an angle of 90° from the center line of said tower line and extending in a general easterly direction by the fence line as now constructed and the projection thereof a distance of 347 feet 6 inches to a

point; thence at an angle of 90° and extending in a general southerly direction a distance of 184 feet to a point; thence at an angle of 90° and extending in a general westerly direction a distance of 92 feet 6 inches to a point; thence at an angle of 90° and extending in a general southerly direction on a line parallel with and 5 feet distant easterly from a fence line as now constructed and the projection thereof a distance of 366 feet to a point; thence at an angle of 90° and extending in a general westerly direction a distance of 115 feet to a point; thence at an angle of 90° and extending in a general northerly direction a distance of 25 feet to a point; thence at an angle of 90° and extending in a general westerly direction on a line parallel with and 5 feet distant southerly from a fence line as now constructed and the projection thereof a distance of 395 feet to a point; thence at an angle of 90° and extending in a general northerly direction a distance of 525 feet to a point; thence at an angle of 90° and extending in a general easterly direction a distance of 255 feet to the point of beginning.

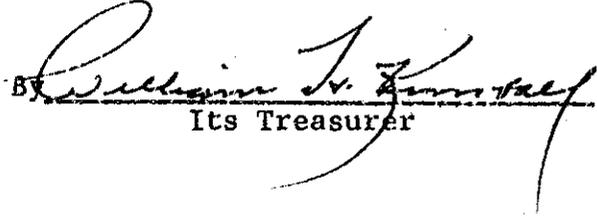
The above-described parcel of land is a part of the premises conveyed to Maine Yankee Atomic Power Company by Cumberland Securities Corporation by said deed dated November 25, 1968, being specifically part of parcel 6 in said deed of Cumberland Securities Corporation.

This conveyance is made subject to reservations, conditions, restrictions, limitations and exceptions referred to or mentioned in the deeds above listed.

TO HAVE AND TO HOLD the aforegranted rights and easements, with all the privileges and appurtenances thereof to the CENTRAL MAINE POWER COMPANY, its successors and assigns, to its and their use and behoof forever. And it does covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises; that they are free of all incumbrances; that it has good right to sell and convey said rights and easements to the said Grantee to hold as aforesaid; and that it and its successors and assigns, shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said MAINE YANKEE ATOMIC POWER COMPANY has caused this instrument to be sealed with its corporate seal and signed in its corporate name by William H. Kimball, its Treasurer, thereunto duly authorized, this 14th day of October, 1970.

MAINE YANKEE ATOMIC POWER COMPANY

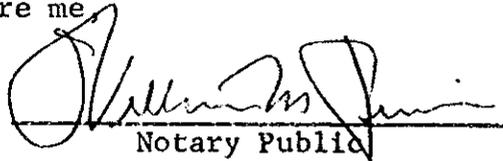
BY 
Its Treasurer

STATE OF MAINE
Kennebec, ss.

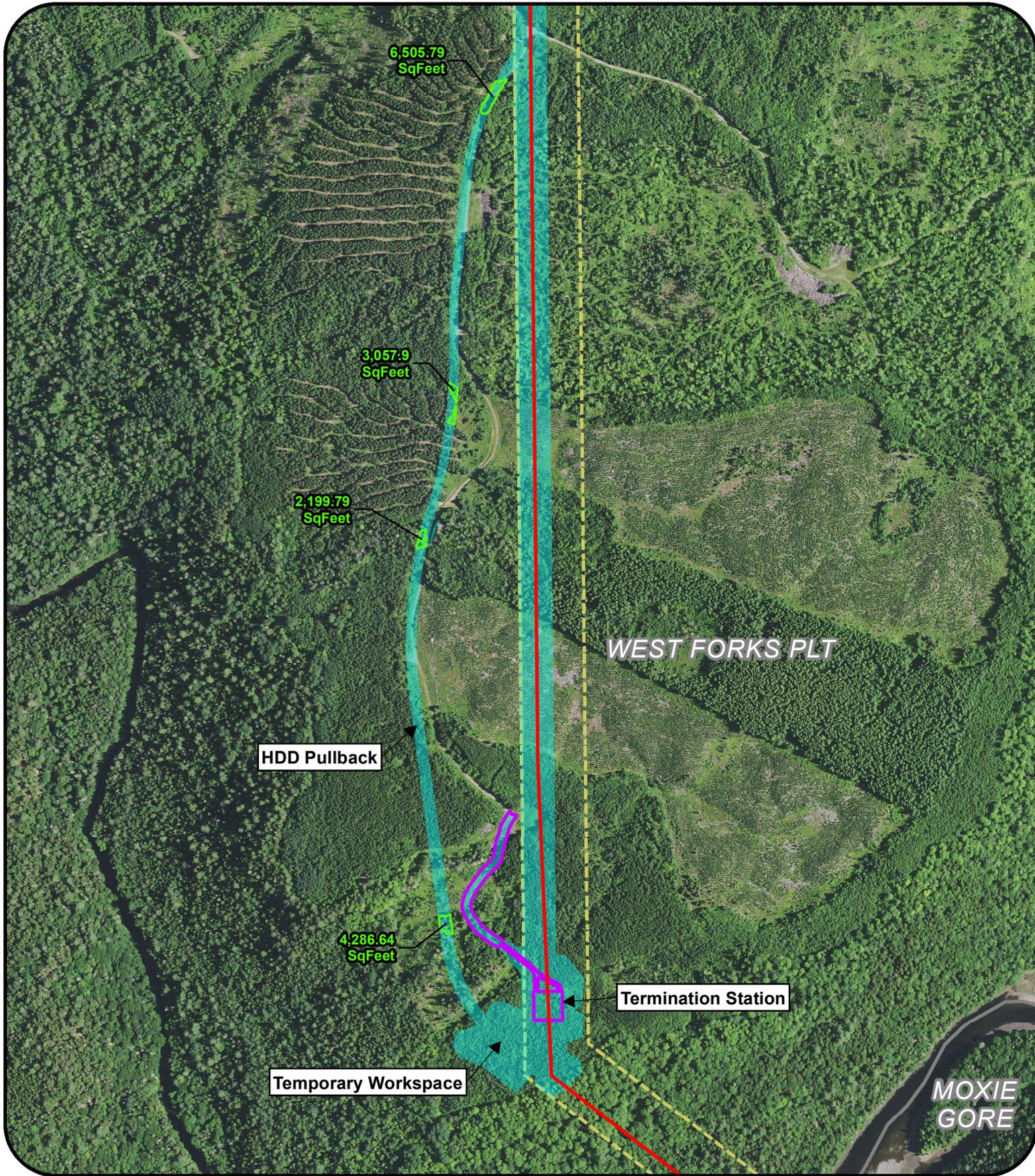
October 14, 1970

Personally appeared the above-named William H. Kimball, Treasurer of said Maine Yankee Atomic 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 Maine Yankee Atomic Power Company.

Before me


Notary Public

ATTACHMENT F – HDD TEMPORARY WORKSPACE MAP



Legend

- Centerline
- Clearing Limits
- CMP Ownership / Easement Extent
- Substation Limit of Disturbance
- Temporary Impacts

New England Clean Energy Connect
 HDD Temporary Workspace Map
 600 Feet

CENTRAL MAINE POWER