

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this “Declaration”) is established and made effective as of the _____ day of July, 2020 (the “Effective Date”) by **Weyerhaeuser NR Company**, a Washington corporation with a mailing address of 220 Occidental Ave. S., Seattle, Washington 98104 (“Declarant”).

BACKGROUND

A. Declarant is the owner of approximately 16,910 acres of land located in Long Pond Township (T3 R1 NBKP), Rockwood Strip West (T2 R1 NBKP), Rockwood Strip East (T1 R1 NBKP), Sandwich Academy Grant Township (T2 R1 NBKP), Taunton & Raynham Academy Grant Township (T1 R1 NBKP), Sandbar Tract Township, Misery Gore Township, Sapling Township (T1 R7 BKP WKR), and Indian Stream Township (T1 R6 BKP EKR), in Somerset County, Maine, and Big Moose Township (T2 R6 BKP EKR), Beaver Cove (TA2 R13 & R14 WELS), Bowdoin College Grant West Township (T8 R10 NWP), and Lily Bay Township (TA R14 WELS), in Piscataquis County, Maine, all as more particularly described on Exhibit A to this Declaration (the “Restricted Property”), which Restricted Property is included in D-MH-RS1, D-MH-RS2, D-MH-RT, D-MH-PR, and D-CI development zones of the Concept Plan for the Moosehead Lake Region established on October 8, 2009 pursuant to Maine Land Use Regulation Commission Zoning Petition 707 (the “Concept Plan”), and summarized in Part I,G,3 of the Concept Plan.

B. Declarant wishes to establish on the Restricted Property, and subject the Restricted Property to, certain Restrictive Covenants (defined below) as more particularly set forth in this Declaration.

C. Declarant wishes to grant to the **State of Maine through its Department of Agriculture, Conservation and Forestry, Land Use Planning Commission**, a body politic with a mailing address of 22 State House Station, 18 Elkins Lane, Augusta, Maine 04333 (the “LUPC”), the right to enforce the Restrictive Covenants, as more specifically set forth in this Declaration.

DECLARATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, for itself, its successors and assigns, hereby declares that the Restricted Property, is and at all times during the Term (defined below) shall be subject to and encumbered by the restrictive covenants set forth in this Declaration (collectively, the “Restrictive Covenants”), all on the following terms and conditions:

1. Term. The term of this Declaration (the “Term”) shall commence on the Effective Date and shall expire automatically on December 31, 2022 (the “Termination Date”). All restrictions, covenants, provisions, obligations, and encumbrances created by and all rights of enforcement established under this Declaration shall terminate and this Declaration shall have no further force or effect on the Termination Date without the necessity of any further action being taken on the part of Declarant and without the necessity of any additional filing in the Registry of Deeds where the Restricted Property is located, or in any other registry or office. Notwithstanding the foregoing, Declarant shall have the right, in Declarant’s sole discretion, to execute and record in the applicable registry of deeds a release of the Restrictive Covenants in a form substantially similar to the form attached as Exhibit B to this Declaration. Declarant may not execute or record a release of the Restrictive Covenants prior to the Termination Date.

2. Restrictive Covenants. During the Term, the Restricted Property shall be held, transferred, sold, conveyed, and occupied subject to and burdened and encumbered by the following conditions and restrictions:

A. Clearcutting. No “clearcut” may be created or established on the Restricted Property, and no timber harvesting or other activities that would result in a “clearcut” being created or established may be undertaken or permitted on the Restricted Property during the Term. For purposes of this Section 2.A., the term “clearcut” has the meaning set forth in Section 2(A)(5) of Chapter 20 (Forest Regeneration & Clearcutting Standards) of the Rules of the Maine Forest Service adopted as of May 1, 2014, as may be amended from time to time (the “MFS Rules”). Notwithstanding the foregoing, a clearcut created or established solely as the result of a natural disaster such as fire, disease, insect infestation, or other natural causes through no fault of the owner of the Restricted Property (including clearcuts undertaken by Declarant or on behalf of Declarant to prevent the spread of disease or to control or contain an insect infestation or other natural disaster) shall not be a violation or breach of these Restrictive Covenants so long as the owner of the Restricted Property establishes vegetative cover sufficient to prevent accelerated erosion on the affected area as soon as possible after the occurrence of the natural disaster.

B. Development Activities. No “development” not existing as of the Effective Date may occur or be permitted on the Restricted Property during the Term. For purposes of this Section 2.B., “development” has the meaning set forth in Section 10.02(52) of Chapter 10 (Land Use Districts and Standards) of the Rules and Standards of the Maine Land Use Planning Commission, revised through June 17, 2019 (the “LUPC Rules”). Notwithstanding the foregoing, the term “development” expressly excludes (1) any and all land use activity or activities which do not require a permit from the LUPC in accordance with the provisions of the LUPC Rules applicable to the specific Land Use Subdistrict(s) within which the land use activity or activities are occurring (including uses allowed without a permit subject to standards); (2) “forest management activities” as that term is defined in Section 10.02(83) of the LUPC Rules, whether or not a permit is required; (3) “timber harvesting” as that term is defined in Section 10.02(241) of the LUPC Rules; (4) “land management roads” as that term is defined in Section 10.02(105) of the LUPC Rules; (5) “winter haul roads” as that term is defined in Section 10.02(261) of the LUPC Rules; (6) “campsites” as that term is defined in Section 10.02(24) of the LUPC Rules; (7) “maple sugar processing operations” as that term is defined in Section

10.02 (129) of the LUPC Rules; (8) “Level A road projects” as that term is defined in Section 10.02 (110) of the LUPC Rules; (9) “Level B road projects” as that term is defined in Section 10.02, 111 of the LUPC Rules; (10) “Level C road projects” as that term is defined in Section 10.02, 112 of the LUPC Rules; (11) “primitive recreation” as that term is defined in Section 10.02, 177 of the LUPC Rules; (12) “trails” as that term is defined in Section 10.02, 243 of the LUPC Rules; and (13) all uses and activities conducted in furtherance of forest management activities, timber harvesting, or primitive recreation.

C. Rezoning. During the Term, no owner or holder of any interest in any portion of the Restricted Property may submit an application, petition, or request, or seek approval of, any change to the “land use subdistrict” (as that term is defined in Section 10.02(106) of the LUPC Rules) designation or boundaries of any portion of the Restricted Property. As a result of these Restrictive Covenants, the Declarant acknowledges and agrees that no owner or holder of any interest in any portion of the Restricted Property has sufficient right, title, or interest to apply to the LUPC for any change to the land use subdistrict designation or boundaries of any portion of the Restricted Property.

3. Enforcement. The LUPC has the right to enforce the Restrictive Covenants against Declarant and against any other owner or holder of any interest in any portion of the Restricted Property for all violations that occur during the Term, even if those violations are not discovered until after the Term. Enforcement may be through the enforcement mechanisms of the LUPC including through court order or through any other legal process applicable to the enforcement of restrictive covenants in the State of Maine. Any deed or other instrument transferring any interest in the Restricted Property during the Term shall include a statement in such deed or other instrument that the transfer is subject to the Restrictive Covenants and shall reference this Declaration by its recording information in the applicable registry of deeds.

4. Binding Nature. The Restrictive Covenants shall operate as an encumbrance upon the Restricted Property and shall “run with the land” for the duration of the Term. The Restrictive Covenants shall bind all current and future owners of any interest in any portion of the Restricted Property, whether or not expressly stated in any deed or instrument of conveyance, for the duration of the Term.

5. Miscellaneous. This Declaration shall be construed and interpreted in accordance with the laws of the State of Maine, without application of any conflict of laws principles. This Declaration shall be recorded in the applicable Registry of Deeds. This Declaration may not be amended, altered, released, discharged, or modified without the express written consent of the LUPC, as evidenced by an instrument recorded in the applicable Registry of Deeds.

Signature Page Follows

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed and delivered as a sealed instrument as of the Effective Date.

DECLARANT
Weyerhaeuser NR Company

By: _____
Name: _____
Title: _____

STATE OF _____
County of _____, SS.

July ____, 2020

Then personally appeared the above-named _____, in the capacity as _____ of Weyerhaeuser NR Company, and acknowledged the foregoing instrument to be the free act and deed of said person in said capacity, and the free act and deed of Weyerhaeuser NR Company.

Before me,

Notary Public/Maine Attorney-at-Law
Printed Name: _____

EXHIBIT A
Restricted Property

SOMERSET COUNTY RESTRICTED PROPERTY

All those lots and parcels of land located in Long Pond Township (T3 R1 NBKP), Rockwood Strip West (T2 R1 NBKP), Rockwood Strip East (T1 R1 NBKP), Sandwich Academy Grant Township (T2 R1 NBKP), Taunton & Raynham Academy Grant Township (T1 R1 NBKP), Sandbar Tract Township, Misery Gore Township, Sapling Township (T1 R7 BKP WKR), and Indian Stream Township (T1 R6 BKP EKR), in Somerset County, Maine, and Big Moose Township T2 R6 BKP EKR), Beaver Cove (TA2 R13 & R14 WELS), Bowdoin College Grant West Township (T8 R10 NWP), and Lily Bay Township (TA R14 WELS), in Somerset County, Maine, described in that certain Quitclaim Deed With Covenant from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated June 27, 2012 and recorded in the Somerset County Registry of Deeds in Book 4543, Page 119.

PISCATAQUIS COUNTY RESTRICTED PROPERTY

All those lots or parcels of land located in Big Moose Township (T2R6 BKP EKR), Beaver Cove (TA2 R13 & R14 WELS), Bowdoin College Grant West Township (T8R10 NWP), and Lily Bay Township (TAR14 WELS), in Piscataquis County, Maine, described in that certain Quitclaim Deed With Covenant from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated June 27, 2012 and recorded in the Piscataquis County Registry of Deeds in Book 2175, Page 203.

EXHIBIT B
Form of Release

RELEASE AND DISCHARGE OF RESTRICTIVE COVENANTS

THIS RELEASE AND DISCHARGE OF RESTRICTIVE COVENANTS (this “Release”) is made this ____ day of _____ (the “Release Date”) by Weyerhaeuser NR Company, a Washington corporation with a mailing address of 220 Occidental Ave. S., Seattle, Washington 98104 (“Declarant”).

BACKGROUND

A. Declarant is the owner of approximately 16,910 acres of land located in Long Pond Township (T3 R1 NBKP), Rockwood Strip West (T2 R1 NBKP), Rockwood Strip East (T1 R1 NBKP), Sandwich Academy Grant Township (T2 R1 NBKP), Taunton & Raynham Academy Grant Township (T1 R1 NBKP), Sandbar Tract Township, Misery Gore Township, Sapling Township (T1 R7 BKP WKR), and Indian Stream Township (T1 R6 BKP EKR), in Somerset County, Maine, and Big Moose Township (T2 R6 BKP EKR), Beaver Cove (TA2 R13 & R14 WELS), Bowdoin College Grant West Township (T8 R10 NWP), and Lily Bay Township (TA R14 WELS), in Piscataquis County, Maine, all as more particularly described on Exhibit A to this Release (collectively, the “Restricted Property”).

B. On or about July ____, 2020, Declarant executed and recorded that certain *Declaration of Restrictive Covenants* recorded in Book ____, Page ____ of the Somerset County Registry of Deeds and in Book ____, Page ____ of the Piscataquis County Registry of Deeds (the “Declaration”).

C. The Declaration created certain covenants, conditions, and restrictions more particularly described in the Declaration (the “Restrictive Covenants”) affecting and as an encumbrance on the Restricted Property, all as set forth in the Declaration.

D. As expressly set forth in the Declaration, the Restrictive Covenants automatically expire as of December 31, 2022 (the “Termination Date”).

E. Declarant wishes to definitively terminate the Restrictive Covenants and discharge the Declaration as encumbrances on the Restricted Property, and forever release the Restricted Property from any further force and effect of the Restrictive Covenants and any other provision of the Declaration.

RELEASE AND DISCHARGE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, for itself, its successors and assigns, hereby releases the Restricted Property from the Restrictive Covenants and any further force or effect of the Declaration, and hereby discharges and terminates the Declaration and the Restrictive Covenants, effective as of

the Termination Date. All rights of enforcement arising under or from the Declaration are hereby terminated, except with respect to violations occurring before the Termination Date, even if those violations are not discovered until after the Termination Date, and the Restricted Property shall hereafter be free and clear of the encumbrance of the Restrictive Covenants and the Declaration.

IN WITNESS WHEREOF, Declarant has caused this Release to be executed and delivered as a sealed instrument as of the Release Date.

DECLARANT
Weyerhaeuser NR Company

By: _____
Name: _____
Title: _____

STATE OF _____
County of _____, SS.

December ____, 2022

Then personally appeared the above-named _____, in the capacity as _____ of Weyerhaeuser NR Company, and acknowledged the foregoing instrument to be the free act and deed of said person in said capacity, and the free act and deed of Weyerhaeuser NR Company.

Before me,

Notary Public/Maine Attorney-at-Law
Printed Name: