

WARRANTY DEED (LLC Grantor)

DLJ Development, LLC, a limited liability company organized under the laws of the State of Maine, and having a place of business in Lewiston, County of Androscoggin, State of Maine for consideration paid, grants to

Central Maine Power Company, a corporation organized under the laws of the State of Maine with a principal office in Augusta, Maine and whose mailing address is 83 Edison Drive, Augusta, ME 04336

with WARRANTY COVENANTS

a certain lot or parcel of land, together with any buildings and improvements thereon, situated in Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

(SEE EXHIBIT A ATTACHED HERETO)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized officer this 2nd day of July, 2016.

MAINE REAL ESTATE
TRANSFER TAX PAID

DLJ DEVELOPMENT, LLC

D. Levesque
Witness

By: *Denis Jean*
Denis Jean
Its: Manager

State of Maine
County of Kennebec, ss.

July 2, 2016

Then personally appeared the above-named Denis Jean, Manager of DLJ Development, LLC and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said DLJ Development, LLC.

Before me,

D. Levesque
Name
Notary Public Attorney-at-Law **SEAL**
Commission expires EGNALE F. GULE
NOTARY PUBLIC MAINE
MY COMMISSION EXPIRES MAY 5, 2017

EXHIBIT A

A certain lot or parcel of land with the buildings and improvements thereon situated at the southeasterly end of the Larrabee Road, in the City of Lewiston, County of Androscoggin, and State of Maine, being more particularly bounded and described as follows:

Beginning at the southeasterly corner of land, now or formerly, of David G. Nutting and Karen E. Nutting (Deed Reference: Book 5382, Page 85), said point being the most northerly corner of the premises herein described:

Thence, South fifty-three degrees thirty-one minutes fifteen seconds West ($S 53^{\circ} 31' 15'' W$) along the southeasterly line of land of said David G. Nutting and Karen E. Nutting (Deed Reference: Book 5382, Page 85) a distance of seven hundred twenty-one and thirty-two hundredths ($721.32'$) feet, to the southwestly corner of land, now or formerly, of said David G. Nutting and Karen E. Nutting (Deed Reference: Book 5382, Page 85);

Thence, in a northwesterly direction along the northeasterly sideline of the Larrabee Road sixty five ($65'+/-$) feet, more or less, to the City accepted portion of the Larrabee Road;

Thence, in a southwestly direction along the southeasterly terminus of the City accepted portion of the Larrabee Road a distance of sixty-six ($66' +/-$) feet, more or less, to the southwestly sideline of the said Larrabee Road;

Thence in a southeasterly direction along the said southwestly sideline of the Larrabee Road seventy-five ($75' +/-$) feet, more or less, to an angle point in the southeasterly line of the proposed Larrabee Road extension. Said point lying South forty-one degrees fifty-seven minutes thirty seconds West ($S 41^{\circ} 57' 30'' W$) a distance of sixty-six and ninety three hundredths ($66.93'$) feet from the southwestly corner of said land, now or formerly, of David G. Nutting and Karen E. Nutting (Deed Reference: Book 5382, Page 85);

Thence, North eighty-nine degrees nine minutes forty-five seconds East ($N 89^{\circ} 09' 45'' E$) along the proposed southerly sideline of the Larrabee Road extension a distance of sixty and fifty-eight hundredths ($60.58'$) feet to an angle point;

Thence, South seventy-two degrees one minute sixteen seconds East ($S 72^{\circ} 01' 16'' E$) along the said proposed southerly sideline of the Larrabee Road extension a distance of one hundred forty-three ($143.00'$) feet to a point;

Thence, South thirteen degrees forty-four minutes twenty nine seconds West ($S 13^{\circ} 44' 29'' W$) along land now or formerly of Louis C. Jean and Claire Jean a distance of one hundred ninety-two ($192.00'$) feet to a point;

Thence, South seventy-six degrees nine minutes fifty-one seconds East ($S 76^{\circ} 09' 51'' E$) along land retained by Louis C. Jean and Claire Jean a distance of one hundred eighty-six ($186.00'$) feet to a point;

Thence, approximately South thirty-seven degrees forty five minutes East (S 37° 45' E) along land retained by Louis C. Jean and Claire Jean a distance of three hundred sixty (360 +/-) feet, more or less, to the northwesterly corner of land, now or formerly, of Central Maine Power Company (Deed Reference: Book 515, Page 570);

Thence, approximately North seventy degrees East (N 70° E) along the northwesterly line of said Central Maine Power Company (Deed Reference: Book 515, Page 570) a distance of five hundred seventy (570 +/-) feet, more or less;

Thence approximately North sixteen degrees West (N 16° W) along the southwesterly line of said Central Maine Power Company (Deed Reference: Book 515, Page 570) a distance of four hundred twenty (420.00' +/-) feet, more or less, to a point;

Thence, approximately North thirty eight degrees West (N 38° W) along the said southwesterly line of Central Maine Power Company (Deed Reference: Book 515, Page 570) a distance of five hundred sixty (560' +/-) feet, more or less to the Point of Beginning.

Excepting and reserving a right of way or easement over the proposed Larrabee Road extension as shown on a plan entitled "Site Development Review Plan for a 50' Private Right-of-Way, Portion of the Jean Property 103 Larrabee Road, Lewiston, Maine" prepared for Denis and Lisa Jean by Survey Works Inc., dated December 19, 2005 to be recorded.

Said easement or right-of-way shall include the following: the right of ingress and egress by foot and by vehicle of any sort whatever; the right to construct, maintain, repair, grade, excavate, fill and pave the full width of the right-of-way; and the right to install within the right of-way, both above and below the ground, utility services to include, without limitation, facilities necessary or convenient for the transmission of electricity, gas, telephone communications, cable television, computer communications, sewerage, water and such similar services which are currently available or in the future may become available.

The premises herein above described are conveyed subject to any and all rights of others into the unaccepted portion of the Larrabee Road and to any easements and restrictions of record, together with the benefit of all rights, easements, privileges, and appurtenances belonging thereto and subject to the following:

1. Easement from Conrad J. Jean and Desrosiere L. Jean to Central Maine Power Co. dated August, 1970 and recorded on August 28, 1970 in Book 1022, Page 666
2. Terms and conditions of Boundary Agreement between Louis C. Jean, Peoples Heritage Savings Bank and Claire Jean to David Nutting and Linda Nutting dated June 10, 1992 and recorded on June 26, 1992 in Book 2871, Page 259
3. Easement from Louis C. Jean to Central Maine Power Co. and New England Telephone Co., dated May 23, 1994 and recorded on June 1, 1994 in Book 3270, Page 2.
4. Right of Way and rights of Central Maine Power Co. and Central Securities as set forth in

deed from Guy E. Flagg to Conrad L. Jean dated August ____ , 1944 recorded on September 5, 1944 in Book 558, Page 111.

5. Right of way as set forth in deed from Clinton A. Samson to Conrad L. Jean and Lucette Jean dated July 23, 1941 recorded in Book 518, Page 542.

Meaning and intending to convey the same premises conveyed in the deed from Denis L. Jean and Lisa M. Jean to DLJ Development, LLC dated February 7, 2007 and recorded in Book 7060, Page 13 of the Androscoggin County Registry of Deeds.

ANDROSCOGGIN COUNTY
LEE M. CHOUINARD
REGISTER OF DEEDS

DECLARATION OF RESTRICTIONS
(Non-Wooded Meadow Buffer)

This DECLARATION OF RESTRICTIONS is made this 11th day of February, 2011, by CENTRAL MAINE POWER COMPANY, a Maine corporation with a place of business at 83, Edison Drive, August, Kennebec County, Maine 04336, (herein referred to as the "Declarant"), pursuant to a permit received from the Maine Department of Environmental Protection under the Stormwater Management Law, to preserve a buffer area on a parcel of land easterly of Larrabee Road, Lewiston, Maine.

WHEREAS, the Declarant holds title to certain real property situated in Lewiston, Androscoggin County, Maine described in the following deeds:

David C. Nutting and Karen E. Nutting to Declarant by a deed dated September 13, 2010 and recorded in Book 8012, Page 263;

Louis C. Jean and Claire M. Jean to Declarant by a deed dated July 8, 2010 and recorded in Book 7973, Page 221;

DLJ Development LLC to Declarant by a deed dated July 2, 2010 and recorded in Book 7969, Page 262;

Alban B. Hyde and Edith B. Hyde to Declarant by a deed dated January 14, 1926 and recorded in Book 361, Page 33;

Alban B. Hyde and Edith B. Hyde to Central Securities Corporation by a deed dated January 4, 1931 and recorded in Book 408, Page 420;

Harry W. Clark and Martha A. Clark to Central Securities Corporation by a deed dated January 14, 1926 and recorded in Book 361, Page 9;

Harry W. Clark and Margaret Clark to Central Securities Corporation by a deed dated January 9, 1931 and recorded in Book 408, Page 478;

John P. Breen and Edith G. Green to Declarant by deed dated January 13, 1926 and recorded in Book 361, Page 11;

Mae Heutz and Victor Heutz to Central Securities Corporation by a deed dated January 15, 1931 and recorded in Book 407, Page 680;

Central Securities Corporation was a successor in title to Declarant and conveyed the above referenced parcels to Declarant in a deed dated July 31, 1935 and recorded in Book 450, Page 425;

all being recorded in the Androscoggin County Registry of Deeds, herein referred to as the "Property"; and

WHEREAS, Declarant desires to place certain restrictions, under the terms and conditions herein, over a portion of said real property (hereinafter referred to as the "Restricted Buffer Area") described as follows:

Buffer Area 1 - Beginning at a point on the southwesterly side of the Declarant's Larrabee Road Substation yard labeled B1-1 with coordinates of 1328474.8066(x), 16037044.6253(y);

thence southeasterly along the outflow of a level lip spreader and land to be maintained as an electric transmission line corridor a distance of 75.0 feet, more or less, to a point labeled B1-2 with coordinates of 1328534.1330(x), 16036998.7409(y);

thence southwesterly across land to be maintained as an electric transmission line corridor a distance of 150.0 feet, more or less, to a point labeled B1-3 with coordinates of 1328442.3641(x), 16036880.0882(y);

thence northwesterly across land to be maintained as an electric transmission line corridor a distance of 75.0 feet, more or less, to a point labeled B1-4 with coordinates of 1328383.0377(x), 16036925.9726(y).

thence northeasterly across land to be maintained as an electric transmission line corridor a distance of 150.0 feet, more or less, to the point of beginning.

Buffer Area 2 - Beginning at a point on the southeasterly side of the Declarant's Larrabee Road Substation yard labeled B2-1 with coordinates of 1329794.7268(x), 16037073.4067(y);

thence southeasterly along the outflow of a level lip spreader and land to be maintained as an electric transmission line corridor a distance of 50.0 feet, more or less, to a point labeled B2-2 with coordinates of 1329837.4513(x), 16037047.4333(y);

thence southwesterly across land to be maintained as an electric transmission line corridor a distance of 106.0 feet, more or less, to a point labeled B2-3 with coordinates of 1329782.3877(x), 16036956.8573(y);

thence northwesterly across land to be maintained as an electric transmission line corridor a distance of 50.0 feet, more or less, to a point labeled B2-4 with coordinates of 1329739.6632(x), 16036982.8307(y).

thence northeasterly across land to be maintained as an electric transmission line corridor a distance of 106.0 feet, more or less, to the point of beginning.

Buffer coordinates are NAD83 UTM Zone 19N, US Survey Feet

Further reference is made to a plan titled "Larrabee Road Substation Vegetated Buffer Easements" by TRC, 14 Gabriel Dr., Augusta, Maine 04330, dated 5-24-2010, attached and made a part hereof.

WHEREAS, pursuant to the Stormwater Management Law, 38 M.R.S.A. Section 420-D and Chapter 500 of rules promulgated by the Maine Board of Environmental Protection ("Stormwater Management Rules"), Declarant has agreed to impose certain restrictions on the Restricted Buffer Area as more particularly set forth herein and has agreed that these restrictions may be enforced by the Maine Department of Environmental Protection or any successor (hereinafter the "MDEP"),

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

- I. Restrictions on Restricted Buffer Area. Unless the owner of the Restricted Buffer Area, or any successors or assigns, obtains the prior written approval of the MDIEP, the Restricted Buffer Area must remain undeveloped in perpetuity. To maintain the ability of the Restricted Buffer Area to filter and absorb stormwater, and to maintain compliance with the Stormwater Management Law and the permit issued thereunder to the Declarant, the use of the Restricted Buffer Area is hereinafter limited as follows:
 - a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Restricted Buffer Area, nor may the topography or the natural mineral soil of the area be altered or manipulated in any way;
 - b. A dense cover of grassy vegetation must be maintained over the Restricted Buffer Area, except that shrubs and other woody vegetation with a mature height of fifteen feet or less may also be planted or allowed to grow in the area. The Restricted Buffer Area may not be maintained as a lawn or used as a pasture. If vegetation in the Restricted Buffer Area is mowed, it may be mown no more than two times per year. Nothing contained herein shall limit the Declarant from cutting, trimming or controlling the growth of woody vegetation in the Restricted Buffer Area or to use formulations registered with the Environmental Protection Agency or its successor to eliminate vegetation, and modify the growth of trees, which vegetation or growth, in the judgment of the Declarant, may interfere with the operation and maintenance of Declarant's equipment or facilities.
 - c. To the extent that any portion of the Restricted Buffer Area is outside the current clearing limits of the Declarant's electric transmission line corridor as established by the Declarant's T-56 clearance standards, as may be amended or supplemented from time to time, and such area is currently occupied by trees or other woody vegetation capable of obtaining a mature height of more than fifteen feet, Declarant agrees not to remove such trees or woody vegetation unless (i.) such trees, in falling, would damage or interfere with Declarant's equipment or facilities or (ii.) Declarant expands its utility corridor.
 - d. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Restricted Buffer Area, except for a sign, utility pole or fence;

- e. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Restricted Buffer Area, except for vehicles used in mowing, utility corridor maintenance or the maintenance, repair or replacement of Declarant's utility facilities. Declarant agrees to restore any damage caused to the surface of the Restricted Buffer Area by Declarant's activity within the Restricted Buffer Area;
- f. Any level lip spreader directing flow to the Restricted Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

Any activity on or use of the Restricted Buffer Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Restricted Buffer Area must receive prior approval in writing from the MDEP. The MDEP may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability of the Restricted Buffer Area or if adequate and appropriate alternative means of stormwater control and treatment are provided.

- 2. Enforcement. The MDEP may enforce any of the Restrictions set forth in Section 1 above.
- 3. Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of the Restricted Buffer Area. If the Restricted Buffer Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions to the extent that any of the Restricted Buffer Area is included within such owner's property.
- 4. Amendment. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Restricted Buffer Area and by the MDEP.
- 5. Effective Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a land use restriction running with the land as a burden and upon the title to the Restricted Buffer Area.
- 6. Limit of Grant. Nothing herein shall be construed to limit the right of the Declarant, its successors, assigns or affiliates to erect, maintain, repair rebuild respace, replace, operate, patrol or remove overhead energy and communication transmission and distribution lines consisting of wires, cables or conductors over and across the Restricted Buffer Area provided no poles, foundations or guy anchors are placed in the Restricted Buffer Area.
- 7. Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.
- 8. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

CENTRAL MAINE POWER COMPANY

By: R. Pomerleau
Raymond J. Pomerleau
Director, Property Management & Security

STATE OF MAINE, Kennebec County, dated February 11, 2011.

Personally appeared before me the above named Raymond J. Pomerleau, Director, Property Management & Security of Central Maine Power Company and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Central Maine Power Company.

Margaret Brann

Notary Public

Printed Name: Margaret Brann

My Commission Expires: 4/10/2018

