

WARRANTY DEED

David G. Nutting and Karen E. Nutting of Lewiston, 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 Grantors have set their hands and seals this 13th day of September, 2010.

MAINE REAL ESTATE
TRANSFER TAX PAID

[Signature]
Witness

[Signature]
David G. Nutting

[Signature]
Witness

[Signature]
Karen E. Nutting

State of Maine
County of Kennebec, ss.

September 13, 2010

Then personally appeared the above-named **David G. Nutting and Karen E. Nutting** and acknowledged the foregoing to be their free act and deed.

Before me,

[Signature]

Name:
Notary Public/Attorney-at-Law **SEAL**
Commission expires: _____

DONALD E. GUILD
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 5, 2017

EXHIBIT A

Certain lots and parcels of land situated in Lewiston, County of Androscoggin and State of Maine, bounded and described as follows:

PARCEL ONE: A certain lot or parcel of land situated in Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

Beginning at an iron pin set on the assumed northeasterly limit of Larrabee Road at the southerly limit of land of Lawrence Mennealy and at the westerly limit of land of Louis C. Jean and Claire M. Jean. Said pin is located about 1195 feet southeasterly of the southeasterly limit of Main Street. Said pin is also located S 55°16' E, 111.7 feet from the center of the northerly end of a 4 foot diameter concrete culvert running under Larrabee Road. Said pin is also located N 9°32' W, 69.3 feet from the northerly corner of the house presently owned and occupied by Louis C. and Claire M. Jean.

Thence the line runs at a magnetic bearing N 53°31'13" E along said land of Louis C. and Claire M. Jean 721.31 feet to an iron pin set; thence N 38°11'45" W along land of Central Maine Power Company 357.59 feet to an iron pin set; thence S 40°14'26" W along other land of Lawrence Mennealy 665.17 feet to an iron pin set; thence S 40°11'26" W 10.00 feet to an angle point at or near the center of a brook; thence southeasterly along the center of said brook to an angle point which is located S 23°58'42" E along a tie line 35.57 feet from the preceding angle point; thence Southwesterly along the center of said brook to an angle point which is located S 40°43'23" W along a tie line 33.52 feet from the preceding angle point; thence Southwesterly along the center of said brook to an angle point which is located S 26°54'02" W, 20.67 feet from the preceding angle point; thence S 38°31'27" E along the assumed northeasterly limit of Larrabee Road 10.00 feet to an iron pin set; thence S 38°31'22" E along the assumed northeasterly limit of Larrabee Road 141.02 feet to the point of beginning. Containing 195,980 square feet or 4.47 acres.

PARCEL TWO: A certain lot or parcel of land located on the Larrabee Road, Lewiston, Maine, County of Androscoggin, State of Maine, bounded and described as follows:

Beginning at a point on the apparent northeast sideline of Larrabee Road in Lewiston, Maine, at the center of a brook at the southeasterly corner of land now or formerly of David Nutting as described in a deed recorded in the Androscoggin County Registry of Deeds Book 3168, Page 61, and lying N 37°50'15" W 10.00 feet from a witness iron rod found; thence along the center of said brook in a general northerly and westerly direction and along land of said Nutting to a point in said brook, said point lying N 12°58'59" E, 77.99 feet from the point of beginning.

Thence along land of said Nutting N 40°52'38" E, 10.00 feet to an iron rod witness found; thence along land of said Nutting same course N 40°52'38" E, 665.18 feet to an iron rod found and land now or formerly of Central Maine Power Company; thence along land of said Central Maine Power Company N 37°53'59" W 148.00 feet to an iron rod set and land now or formerly of Lawrence Mennealy; thence along land of said Mennealy S 37°07'08" W 748.95 feet to an iron rod set and the apparent northeast sideline of Larrabee Road; thence along said Larrabee Road S 37°50'15" E, 135.00 feet to the center of said brook and the point of beginning; said described

KeyBank, National Association joins in this conveyance for the sole purpose of releasing Parcel One of the within described easement from the liens of the mortgage from Ronald R. Roy and Sandra L. Roy dated November 21, 2006, recorded in Book 6980, Page 146 and of Assignment of Rents dated November 21, 2006 and recorded in said Registry Book 6980, Page 157 of the Androscoggin County Registry of Deeds and for releasing Parcel Two of the within described easement from the liens of the mortgage from Ronald R. Roy and Sandra L. Roy, dated November 21, 2006, recorded in Androscoggin County Registry of Deeds in Book 6980, Page 165 and of Assignment of Rents dated November 21, 2006 and recorded in Book 6980, Page 177

KEY BANK, NATIONAL ASSOCIATION

[Signature]
Witness

By: [Signature]
Name: STEPHEN F. MALONEY
Its:

Maine
State of Ohio
County of Cumberland, ss.

April 14th, 2010

Then personally appeared the above-named Stephen Maloney (name),
VP (title) of KeyBank, National Association and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said KeyBank, National Association.

Before me,

[Signature]
Name: _____
Notary Public/Attorney-at-Law
Commission expires: _____

NANCY LEE LEGROW
Notary Public, ~~Maine~~
My Commission Expires
November 18, 2012

SEAL

[Handwritten mark]

Merrill Road Associates joins in this conveyance for the sole purpose of releasing the within described easement from the lien of the mortgage from Ronald Roy and Sandra Roy, dated November 21, 2006, recorded in Androscoggin County Registry of Deeds in Book 6980, Page 186.

MERRILL ROAD ASSOCIATES

Witness

By: B. Richard Tonoli
B. Richard Tonoli
Its: Managing Partner

State of Maine
County of Androscoggin, ss.

March 21, 2010

Then personally appeared the above-named B. Richard Tonoli, Managing Partner of Merrill Road Associates and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said Merrill Road Associates.

Before me,

Pamela J. Emmons
Name: _____
Notary Public/Attorney-at-Law
Commission expires: _____

SEAL

PAMELA J. EMMONS
Notary Public, Maine
My Commission Expires December 19, 2016

ANDROSCOGGIN COUNTY
TINA N CHOUEHARS
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:

tract containing 50,655 square feet or 2.08 acres, more or less.

The term "iron rod set" refers to a 5/8" diameter steel reinforcing bar set with an aluminum survey cap bearing the legend "R.D. Redmond PLS 2084."

Meaning and intending to convey the same premises conveyed in the deed from David G. Nutting to David G. Nutting and Karen E. Nutting dated April 14, 2003 and recorded in Book 5382, Page 85 of Androscoggin County Registry of Deeds.

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 MDEP, 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;

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 appoint 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 appoint 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 appoint 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 appoint 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"),

- 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 respave, 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. J. Pomerleau
Raymond J. Pomerleau
Director, Property Management & Security

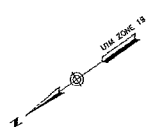
STATE OF MAINE, Kennebec County, dated February 11, 2011.

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: 1/10/2018



- PLAN REFERENCES:**
1. RECORD DRAWING, NO. 104, DATED JULY 13, 1960, SHOWING THE LOCATION OF THE PROPERTY AS SHOWN ON THE MAP.
 2. RECORD DRAWING, NO. 104, DATED JULY 13, 1960, SHOWING THE LOCATION OF THE PROPERTY AS SHOWN ON THE MAP.
 3. RECORD DRAWING, NO. 104, DATED JULY 13, 1960, SHOWING THE LOCATION OF THE PROPERTY AS SHOWN ON THE MAP.
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TM 103 LOT 23
REMAINING EASSE
1/17/1970

TM 103 LOT 23
REMAINING EASSE
1/17/1970

TM 103 LOT 20
DANIEL P. WOOD
1/17/1970

TM 103 LOT 5
LUCAS W. BERRY
1/17/1970

TM 103 LOT 11
DANIEL P. WOOD
1/17/1970

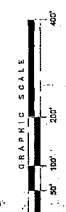
TM 103 LOT 10
DANIEL P. WOOD
1/17/1970

- NOTES:**
1. IMPROVED AND UNIMPROVED ARE SHOWN ON THIS PLAN.
 2. EASEMENTS ARE SHOWN ON THIS PLAN.
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- LEGEND:**
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UTILITY NOTE

THE UNIMPROVED AREAS SHOWN ARE BELIEVED TO BE ACCURATELY LOCATED FROM THE RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION OF UTILITIES IS SHOWN ON THIS PLAN FOR INFORMATION ONLY. THE LOCATION OF UTILITIES IS NOT GUARANTEED BY THE ENGINEER. THE ENGINEER IS NOT RESPONSIBLE FOR THE LOCATION OF UTILITIES. THE ENGINEER IS NOT RESPONSIBLE FOR THE LOCATION OF UTILITIES.



BOUNDARY AND TOPOGRAPHIC SURVEY

LARABEE RD. GLEBE IN LEMINGTON, MAINE

77 SENNALS ST. SUITE 3, AUGUSTA, ME. 04330

CIANBRO CORP.

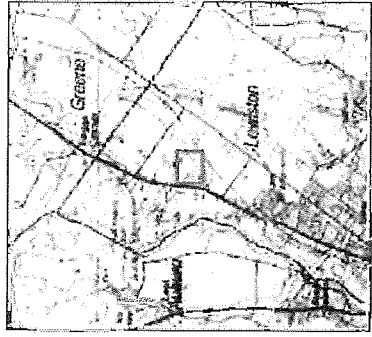
WENF. HASKELL, INC.

DATE	10/15/77
BY	WENF. HASKELL, INC.
CHECKED BY	WENF. HASKELL, INC.
SCALE	1" = 100'



TM 103 LOT 73
GENERIC SHEET
10/15/77

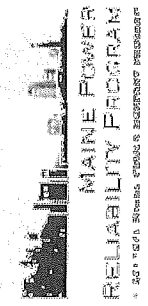
TM 103 LOT 73
GENERIC SHEET
10/15/77



- Legend**
- Proposed Substation Project Area
 - Substation Acquisition Right-of-Way
 - APPRP Project Limits
 - Approximate Future Boundary

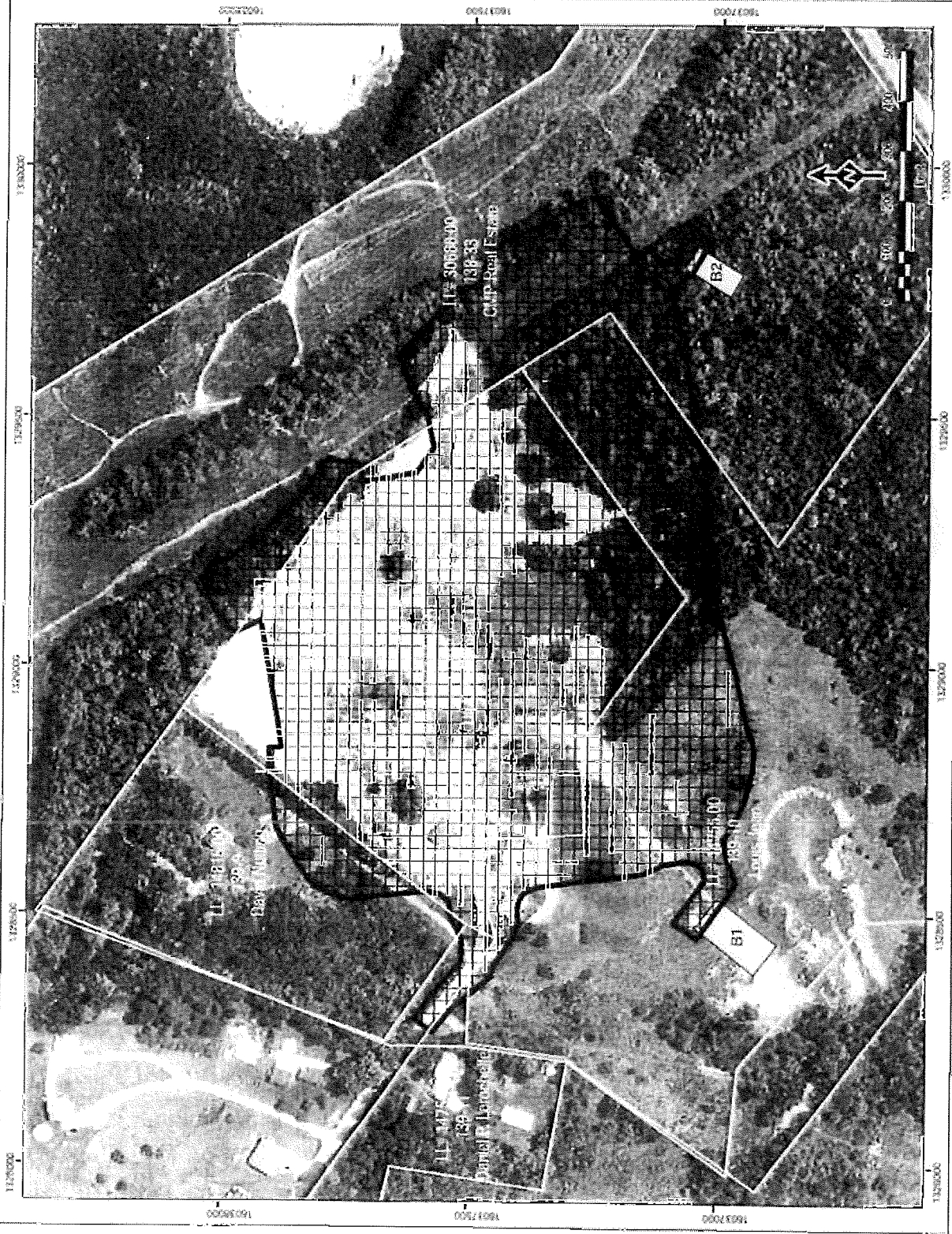
Sheet No. 201

Submitted to: **Greer & Lovellton**
 Project Name: **Greer & Lovellton**
 Date: **11/11/11**



Substation Site
Lanadue Road Substation

Scale: 1" = 100'



Scale: 1" = 100'