

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that E.J. CARRIER, INC., a Maine corporation, and having an address of 8 Long Pond Road, Jackman, Maine 04945 ("Grantor"), for consideration paid, GRANTS to CENTRAL MAINE POWER COMPANY, a Maine corporation, whose address is 83 Edison Drive, Augusta, Maine 04336 ("Grantee"), with QUITCLAIM COVENANTS, all that certain real estate located in Beattie Township (T2 R8 WBKP), Franklin County, State of Maine, which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Real Property").

FURTHER TOGETHER WITH, but without warranty, all mineral rights appurtenant to the Real Property 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 Real 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 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 Real Property including without limitation sand, bentonite, clay, landscape rock, artifacts and geothermal energy.

FURTHER TOGETHER WITH the right and easement to remove such dead, dying, diseased or damaged trees adjacent to the Real Property which would, in falling, contact Grantee's electric transmission lines and structures ("Danger Trees"). Before exercising its right to remove any Danger Trees, Grantee shall notify Grantor in writing of the intended removal, which notice shall identify the location and time period during which removal will occur, except in the case of emergency, and Grantor shall have the right to request within such time period to retain the removed trees. Any such retained Danger Trees shall be and remain the property of the Grantor.

RESERVING UNTO GRANTOR, for itself and its agents, contractors, lessees, licensees, successors and assigns, permanent, non-exclusive, easements and rights-of-way for ingress, egress and utilities, including without limitation for timber management, in common with Grantee, its successors and assigns over, upon, along and across existing or proposed roads located in Beattie Township, Franklin County, Maine, all as depicted on a Boundary Survey and a Plan Depicting Roadways and Easements each prepared by Sackett & Brake and each to be recorded of even date as this deed ("Permanent Road Crossings"). The location of said Permanent Road Crossings are further described on **Exhibit "B"** hereto. Grantee shall design any transmission line facilities in such locations with minimum ground to line clearances at maximum sag to accommodate the Permanent Road Crossings in accordance with Grantee's transmission line standards. Grantor and Grantee are subject to any covenants contained in the Plan Depicting Roadways and Easements.

Maine Real Estate
Transfer Tax Paid

RESERVING UNTO GRANTOR, for itself and its agents, contractors, lessees, licensees, successors and assigns, the right to cross the Real Property, at no cost to Grantor, in any location at any time for forest management; provided, however, such crossing does not materially and unreasonably interfere with Grantee's use. Such reserved right will require Grantor to notify Grantee of Grantor's intent to cross the Real Property and require Grantee to review such requests in a timely manner and inform Grantor promptly in writing that (i) the requested crossing will not interfere with Grantee's facilities and Grantor may proceed, (ii) Grantor may cross, but only in accordance with certain reasonable conditions to protect Grantee's facilities and Grantor's safety, or (iii) that the requested crossing does interfere with Grantee's facilities and cannot be used safely. In the event that the requested crossing does interfere with Grantee's facilities, Grantee will be required to provide an alternate and reasonably proximate location for a crossing. Grantee shall have no obligation to change or modify Grantor's facilities to accommodate Grantor's request. At either party's request at the time a crossing is permitted and established in accordance herewith, Grantor and Grantee shall prepare and record an instrument evidencing the grant, location and terms of access consistent herewith.

RESERVING UNTO GRANTOR, for itself and its agents, contractors, lessees, licensees, successors and assigns, the right to cross the Real Property, at no cost to Grantor, in up to two (2) locations with H-frame (horizontal) configured transmission lines of 115 kV or lower capacity. Grantee agrees to make the necessary reasonable modifications to its facilities, at no cost to the Grantor, to accommodate such crossings provided Grantor's proposed design for a utility crossing, including modifications to Grantee's facilities, is in compliance with all environmental rules and regulations and good utility practices, including sufficient grown to line clearance at maximum sag. Without limiting the foregoing, any such permitted crossing shall be in accordance with good utility practices, applicable transmission system operator policies and procedures, and any then applicable Grantee transmission line requirements for utility line crossings pertaining to safety and reliability. The location of the above said reserved easement area for transmission line crossings shall be as identified on the above said Boundary Survey and described in **Exhibit "C"** hereto. At such time as Grantor shall seek to locate a transmission line and prior to such location of a transmission line, Grantee may require a separate utility agreement be entered into and recorded by and between Grantor, or Grantor's assigns as the case may be, that will specify the location of the transmission line facilities within the aforesaid easement area, and set forth the terms and conditions that both parties shall be subject to with respect thereto consistent herewith. Such recorded easement shall include the requirement consistent herewith that: (i) Grantee shall have the right to timely review and approve the proposed design and inspect the construction and to halt construction in the event of a danger or unscheduled outage; (ii) as aforesaid, any transmission line shall be constructed and maintained in accordance with good utility practices, and reasonable conditions to protect Grantee's facilities and ensure the safe and reliable operation of its facilities and acceptability of proximity of location; (iii) the transmission line owners shall provide commercially reasonable insurance and indemnification protecting Grantee against damage to its facilities; (iv) the transmission line crossing shall not materially and unreasonably interfere with Grantee's facilities or operations. In the event that the requested crossing does interfere with Grantee's facilities, Grantee will be required to provide an alternate and reasonably proximate location for a crossing.

RESERVING UNTO GRANTOR, for itself and its agents, contractors, lessees, licensees, successors and assigns, the right to cross the Real Property, at no cost to Grantor, in any location at any time with overhead or underground utilities; provided, however, such crossing does not interfere with Grantee's use. Such reserved right will require Grantor to notify Grantee of Grantor's intent to cross the Real Property and require Grantee to review such requests in a timely manner and inform Grantor promptly in writing that (i) the requested crossing will not interfere with Grantee's facilities and Grantor may proceed, (ii) Grantor may cross, but only in accordance with certain reasonable conditions to safety and to protect Grantee's property and facilities and safety, or (iii) that the requested crossing does interfere with Grantee's facilities or the safe and reliable operation thereof and cannot be used safely without modification to Grantee's facilities. In the event that the requested crossing does interfere with Grantee's facilities, Grantee will be required to provide an alternate and reasonably proximate location for a crossing. If such an alternate cannot be found, Grantor may require that Grantee change and modify Grantee's facilities to allow Grantor's requested utility crossing; provided, however that (y) Grantor must reimburse Grantee for Grantor's reasonable and actual costs and expenses incurred to make such changes and modifications, and (x) all required reviews, consents and approvals from the necessary governmental agencies and regulators must be obtained prior to Grantee being required to make such changes and modifications. Any such permitted crossing shall be in accordance with good utility practices, applicable transmission system operator policies and procedures, and any then applicable Grantee transmission line requirements for utility line crossings pertaining to safety and reliability. The parties agree to record an agreement to specify the location of the utility lines and the terms and conditions that both parties shall be subject to consistent herewith.

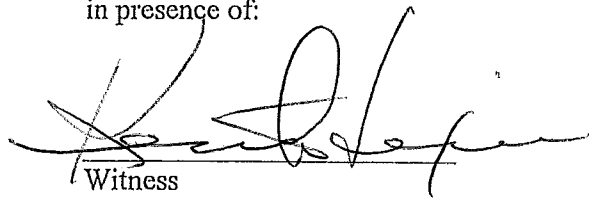
The Real Property shall not be used for the purposes of transporting any petroleum products including, but not limited to, natural gas, oil or gasoline pipelines.

TO HAVE AND TO HOLD the Real 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 Real 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.

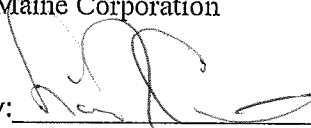
[signature page to follow]

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:


Witness

E.J. CARRIER, INC.
a Maine Corporation

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

Exhibit "A" to Deed

Legal Description of Real Property

A certain lot or parcel of land situated in Beattie Township (T2 R8 WBKP), Franklin County, State of Maine, bounded and described as follows, to wit:

Certain lot or parcel of land situated on the southerly side of Beattie Twp. (T2 R8 WBKP), in the County of Franklin, and State Maine, bounded and described as follows, to wit:

Beginning at the southeasterly corner of Beattie Twp., being the southwesterly corner of Lowelltown (T1 R8 WBKP) at the southwesterly corner of land conveyed to the United States of America as TRUSTEE for the benefit of the PASSAMAQUODDY TRIBE by an instrument dated December 13, 1982, and recorded in the Franklin County Registry of Deeds in Book 718, Page 128, being the northwesterly corner of Skinner Twp. (T1 R7 WBKP) at the northwesterly corner of land conveyed to Central Maine Power Company by a deed dated November 29, 2016 and recorded in the Franklin County Registry of Deeds in Book 3872, Page 103, and being the northeasterly corner of Merrill Strip (T2 R7 WBKP) at the northeasterly corner of 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 at a point marked by a 4" diameter wood post found;

Thence, westerly on a course of S 77°-48'23" W along the township boundary by and between Beattie and Merrill Strip, being the northerly line of land of Bayroot, LLC a distance of three thousand nine hundred-ninety-five and fifty-seven hundredths (3,995.57) feet to an angle point;

Thence, westerly on a course of N 77°-03'-01" W through 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 a distance of six thousand four hundred seventy-five and eleven hundredths (6475.11) feet to an angle point;

Thence, continuing westerly on a course of N 63°-12'-53" W through land of E. J. CARRIER, INC. a distance of fourteen thousand three hundred twenty-two and twelve hundredths (14,322.12) feet to a point located on the United States and Canada boundary, being located on a course of N 42°-46'-34" E a distance of sixty-two and sixty-one hundredths (62.61) feet from a 5" x 4" concrete monument with a brass disk inscribed 404.15;

Thence, northeasterly on a course of N 42°-46'-34" E along the United States and Canada boundary a distance of three hundred twelve and eight hundredth (312.08) feet to a point;

Thence, easterly on a course of S 63°-12'-53" E through land of E. J. CARRIER, INC. a distance of fourteen thousand one hundred ninety-nine and seventy-five hundredths (14,199.75) feet to an angle point;

Thence, easterly on a course of S 77°-03'-01" E continuing through land of E.J. CARRIER, INC. a distance of six thousand three hundred-seventy-one and eight-one hundredths (6,371.81) to an angle point;

Thence, easterly on a course of N 77°-48'23" E continuing through land of E.J. CARRIER, INC. a distance of three thousand nine hundred forty-six and fifteen hundredths (3,946.15) feet to a point located on the westerly line of land of the UNITED STATES OF AMERICA as TRUSTEE for the benefit of the PASSAMAQUODDY TRIBE, being the township boundary by and between Beattie and Lowelltown;

Thence, southerly on a course of S 08°-51'-35" E along the westerly line of land of the UNITED STATES OF AMERICA as TRUSTEE for the benefit of the PASSAMAQUODDY TRIBE, being the township boundary by and between Beattie and Lowelltown a distance of three hundred and fifty-one hundredths (300.51) feet to the point and place of beginning.

Containing 169.80 acres of land, more or less.

Bearings are based on a GPS Observation of GRID NORTH.

Meaning and intending to convey a portion of the premises conveyed to E.J. Carrier, Inc. by a deed from Domtar, Inc. dated November 4, 2009, recorded at the said Registry of Deeds in Book 3202, Page 128

Exhibit "B" to Deed
Legal Description of Reserved Permanent Road Crossings

"Easement B" on a survey prepared by Sackett & Brake Survey, Inc. dated March 14, 2017 and recorded on or near the date hereof hereinafter ("Survey") – 100' wide access easement

Beginning at the point labeled as P.O.B. B as delineated on said Survey, being located on the southerly sideline of land to be conveyed to Central Maine Power Company, said point being located on a course of N 77°-03'-01" W a distance of seventy and twenty-two hundredths (70.22) feet along the southerly sideline of land to be conveyed to Central Maine Power Company from the point labeled as P.O.B. A on said Survey;

Thence, westerly on a course of N 77°-03'-01" W along the southerly line of land to be conveyed to Central Maine Power Company, a distance of one hundred fourteen and two hundredths (114.02) feet to a point;

Thence, northerly on a course of N 15°-45'-51" W through land to be conveyed to Central Maine Power Company, a distance of one hundred forty-four and ten hundredths (144.10) feet to a point;

Thence, continuing northerly on a course of N 18°-50'-20" E through land to be conveyed to Central Maine Power Company, a distance of one hundred seventy-four and fifty-four hundredths (174.54) feet to a point located on the northerly line of land to be conveyed to Central Maine Power Company;

Thence, easterly on a course of S 77°-03'-01" E along the northerly line of land to be conveyed to Central Maine Power Company, a distance of one hundred and fifty-three hundredths (100.53) feet to a point;

Thence, southerly on a course of S 18°-50'-20" W through land to be conveyed to Central Maine Power Company, a distance of one hundred fifty-three and seventy hundredths (153.70) feet to a point

Thence, continuing southerly on a course of S 15°-45'-51" E through land to be conveyed to Central Maine Power Company, a distance of one hundred sixty-seven and seventy-three hundredths (167.73) feet to the point and place of beginning.

"Easement C" on Survey – 66' wide access easement.

Beginning at the point labeled as P.O.B. C as delineated on said Survey, being located on the southerly sideline of land to be conveyed to Central Maine Power Company, said point being located on a course of N 77°-03'-01" W a distance of one thousand nine hundred twenty-two and sixty-four hundredths (1922.64) feet along the southerly sideline of land to be conveyed to Central Maine Power Company from an angle point located on the northerly line of 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, being on the township boundary between Beattie (T2 R8 WBKP) and Merrill Strip (T2 R7 WBKP);

Thence, westerly on a course of N 77°-03'-01" W along the southerly line of land to be conveyed to Central Maine Power Company, a distance of sixty-six and four hundredths (66.04) feet to a point;

Thence, northerly on a course of N 10°-50'-11" E through land to be conveyed to Central Maine Power Company, a distance of one hundred ninety-nine and sixty-eight hundredths (199.68) feet to a point;

Thence, continuing northerly on a course of N 05°-55'-49" W through land to be conveyed to Central Maine Power Company, a distance of one hundred six and seventeen hundredths (106.17) feet to a point located on the northerly line of land to be conveyed to Central Maine Power Company;

Thence, easterly on a course of S 77°-03'-01" E along the northerly line of land to be conveyed to Central Maine Power Company a distance of sixty-nine and seventy-five hundredths (69.75) feet to a point;

Thence, southerly on a course of S 05°-55'-49" E through land to be conveyed to Central Maine Power Company, a distance of ninety-three and thirty-two hundredths (93.32) feet to a point;

Thence, continuing southerly on a course of S 10°-50'-11" W through land to be conveyed to Central Maine Power Company, a distance of two hundred eleven and eighty-four hundredths (211.84) feet to the point and place of beginning.

"Easement D" on Survey – 66' wide access easement

Beginning on the southerly line of land to be conveyed to Central Maine Power Company at a point labeled as P.O.B. D on said Survey, said point being located on a course of S 63°-12'-53" E along the southerly line of land to be conveyed to Central Maine Power Company a distance of eight thousand four hundred thirty-one and ninety-eight hundredths (8431.98) feet from a point located on the International Boundary between Canada and the United States of America, being the southwesterly corner of land to be conveyed to Central Maine Power Company;

Thence, northerly on a course of N 29°-29'-01" E through land to be conveyed to Central Maine Power Company a distance of one hundred sixty-four and sixty-two hundredths (164.62) feet to a point;

Thence, continuing northerly on a course of N 17°-29'-13" E through land to be conveyed to Central Maine Power Company, a distance of one hundred thirty-seven and thirty-seven hundredths (137.37) feet to a point located on the northerly line of land to be conveyed to Central Maine Power Company;

Thence, easterly on a course of S 63°-12'-53" E along the northerly line of land to be conveyed to Central Maine Power Company, a distance of sixty-six and ten hundredths (66.10) feet to a point;

Thence, southerly on a course of S 17°-08'-17" W through land to be conveyed to Central Maine Power Company, a distance of one hundred thirty-three and forty-three hundredths (133.43) feet to a point;

Thence, continuing southerly on a course of S 29°-29'-01" W through land to be conveyed to Central Maine Power Company, a distance of one hundred sixty-eight and sixty-five hundredths (168.65) feet to a point located on the southerly line of land to be conveyed to Central Maine Power Company;

Thence, westerly on a course of N 63°-12'-53" W along the southerly line of land to be conveyed to Central Maine Power Company, a distance of sixty-six and seven hundredths (66.07) feet to the point and place of beginning.

"Easement E" on Survey – 66' wide access easement

Beginning on the southerly line of land to be conveyed to Central Maine Power Company at a point labeled as P.O.B. E on said Survey, said point being located on a course of S 63°-12'-53" E along the southerly line of land to be conveyed to Central Maine Power Company a distance of seven thousand five hundred seventy-four and thirty-five hundredths (7574.35) feet from a point located on the International Boundary between Canada and the United States of America, being the southwesterly corner of land to be conveyed to Central Maine Power Company;

Thence, northeasterly on a course of N 31°-11'-56" E through land to be conveyed to Central Maine Power Company, a distance of three hundred and eighty-nine hundredths (300.89) feet to a point located on the northerly line of land to be conveyed to Central Maine Power Company;

Thence, easterly on a course of S 63°-12'-53" E along the northerly line of land to be conveyed to Central Maine Power Company, a distance of sixty-six and twenty hundredths (66.20) feet to a point;

Thence, southwesterly on a course of S 31°-11'-56" W through land to be conveyed to Central Maine Power Company, a distance of three hundred and eighty-nine hundredths (300.89) feet to a point located on the southerly line of land to be conveyed to Central Maine Power Company;

Thence, westerly on a course of N 63°-12'-53" W along the southerly line of land to be conveyed to Central Maine Power Company, a distance of sixty-six and twenty hundredths (66.20) feet to the point and place of beginning;

"Easement G" on Survey - Varying width access easement

Beginning on the southerly line of land to be conveyed to Central Maine Power Company at a point labeled as P.O.B. G on said Survey, said point being located on a course of S 63°-12'-53" E along the southerly line of land to be conveyed to Central Maine Power Company a distance of eight hundred twenty-four and fifty-one hundredths (824.51) feet from a point located on the International Boundary between Canada and the United States of America, being the southwesterly corner of land to be conveyed to Central Maine Power Company;

Thence, easterly on a course of N 73°-34'-46" E through land to be conveyed to Central Maine Power Company, a distance of two hundred sixty-seven and thirty-two hundredths (267.32) feet to a point;

Thence, continuing easterly on a course N 87°-06'-31" E through land to be conveyed to Central Maine Power Company, a distance of two hundred ten and seventy-three hundredths (210.73) feet to a point;

Thence, northerly on a course of N 02°-56'-37" W through land to be conveyed to Central Maine Power Company, a distance of fourteen and fifty-eight hundredths (14.58) feet to a point located on the northerly line of land to be conveyed to Central Maine Power Company;

Thence, easterly on a course of S 63°-12'-53" E along the northerly line of land to be conveyed to Central Maine Power Company, a distance of nine hundred fifty-four and twenty-five hundredths (954.25) feet to a point;

Thence, westerly on course of N 83°-57'-52" W through land to be conveyed to Central Maine Power Company, a distance of ninety-three and fifteen hundredths (93.15) feet to a point;

Thence, continuing westerly on a course of N 63°-12'-53" W through land to be conveyed to Central Maine Power Company, a distance of six hundred five and thirty-nine hundredths (605.39) feet to a point;

Thence, continuing westerly on a course of N 70°-04'-39" W through land to be conveyed to Central Maine Power Company, a distance of two hundred and thirty-eight hundredths (200.38) feet to a point;

Thence, continuing westerly on a course of S 87°-06'-31" W through land to be conveyed to Central Maine Power Company, a distance of two hundred twenty-nine and twenty-seven hundredths (229.27) feet to a point;

Thence, continuing westerly on a course of S 73°-34'-46" W through land to be conveyed to Central Maine Power Company, a distance of one hundred eighty-nine and twenty-two hundredths (189.22) feet to a point located on the southerly line of land to be conveyed to Central Maine Power Company;

Thence, continuing westerly on a course of S 63°-12'-53" E along the southerly line of land to be conveyed to Central Maine Power Company, a distance of ninety-six and forty hundredths (96.40) feet to the point and place of beginning.

Exhibit "C" to Deed
Legal Description of Two Reserved Transmission Line Crossings

300' wide Utility Easement

"Easement A" on a survey prepared by Sackett & Brake Survey, Inc. dated March 14, 2017 and recorded on or near the date hereof hereinafter ("Survey")

Beginning at the point labeled as P.O.B. A as delineated on said Survey, being located on the southerly sideline of land to be conveyed to Central Maine Power Company, said point being located on a course of N 77°-03'-01" W a distance of eight hundred eight and seventy-five hundredths (808.75) feet along the southerly sideline of land to be conveyed to Central Maine Power Company from an angle point located on the northerly line of 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, being on township boundary between Beattie (T2 R8 WBKP) and Merrill Strip (T2 R7 WBKP);

Thence, westerly on a course of N 77°-03'-01" W along the southerly line of land to be conveyed to Central Maine Power Company, a distance of three hundred and zero hundredths (300.00) feet to a point; Thence, northerly on a course of N 12°-56'-59" E through land to be conveyed to Central Maine Power Company a distance of three hundred and zero hundredths (300.00) feet to a point located on the northerly line of land to be conveyed to Central Maine Power Company;

Thence, easterly on a course of S 77°-03'-01" E along the northerly line of land to be conveyed to Central Maine Power Company a distance of three hundred and zero hundredths (300.00) feet to a point; Thence, southerly on a course of S 12°-56'-59" W through land to be conveyed to Central Maine Power Company, a distance of three hundred and zero hundredths (300.00) feet to the point and place of beginning.

"Easement F" on Survey - 300' wide Utility Easement

Beginning on the southerly line of land to be conveyed to Central Maine Power Company at a point labeled as P.O.B. F on said Survey, said point being located on a course of S 63°-12'-53" E along the southerly line of land to be conveyed to Central Maine Power Company a distance of seven thousand four hundred seventy-two and forty-eight hundredths (7472.48) feet from a point located on the International Boundary between Canada and the United States of America, being the southwest corner of land to be conveyed to Central Maine Power Company;

Thence, northerly on a course of N 26°-47'-07" E through land to be conveyed to Central Maine Power Company, a distance of three hundred and zero hundredths (300.00) feet to a point located on the northerly line of land to be conveyed to Central Maine Power Company;

Thence, easterly, on a course of S 63°-12'-53" E along the northerly line of land to be conveyed to Central Maine Power Company, a distance of three hundred and zero hundredths (300.00) feet to a point; Thence, southerly on a course of S 26°-47'-07" W through land to be conveyed to Central Maine Power Company, a distance of three hundred and zero hundredths (300.00) feet to a point located on the southerly line of land to be conveyed to Central Maine Power Company;

Thence, westerly on a course of N 63°-12'-53" W along the southerly line of land to be conveyed to Central Maine Power Company, a distance of three hundred and zero hundredths (300.00) feet to the point and place of beginning.

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