

West Forks
3/14/88
Chase Stream
G. J. ...No
Maine Real Estate
Transfer Tax Paid

KNOW ALL MEN BY THESE PRESENTS,

That S. D. WARREN COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 225 Franklin Street, Boston, County of Suffolk and Commonwealth of Massachusetts 02110, 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 Edison Drive, Augusta, County of Kennebec, said State of Maine 04330, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey and forever quitclaim, with covenant, unto the said Central Maine Power Company, its successors and assigns forever, any and all right, title and interest the Grantor may have in and to a strip of land of varying width located along the westerly side of the Kennebec River, so called, in West Forks, County of Somerset, State of Maine, more particularly located and described as follows:

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Being that part of a certain lot or parcel of land conveyed to Fidelity Trust Company by Charles H. Clark by deed dated November 1, 1917 and recorded in Somerset County Registry of Deeds in Book 343, Page 305, and also that part of a certain parcel of land conveyed to said Fidelity Trust Company by William T. Haines by deed dated November 1, 1917 and recorded in said Registry in Book 343, Page 315, which is located southeasterly of the following described survey base line:

Beginning at a wood post set in the northeasterly boundary line of a certain parcel of land conveyed to this Grantee in part by Viles Timberlands, Inc. by deed dated June 27, 1951 and recorded in Somerset County Registry of Deeds in Book 536, Page 409, and in part by Katherine Donahue, et al, by deed dated July 14, 1951 and recorded in said Registry in Book 536, Page 465, said post being N. 64° 30' W. a distance of 900 feet, more or less, from a wood post set on the westerly bank of the Kennebec River, so called; thence extending N. 19° 20' E. a distance of 1120 feet, more or less, to a wood post; thence extending N. 52° 21' E. a distance of 1163.2 feet, more or less, to a wood post; thence extending N. 71° 35' E. a distance of 285.4 feet, more or less, to a wood post; thence extending N. 31° 58' W. a distance of 1090 feet, more or less, to a wood post; thence N. 06° 11' W. a distance of 1052.1 feet, more or less, to a wood post; thence extending N. 09° 14' E. a distance of 693.3 feet, more or less, to a wood post; thence extending N. 26° 44' E. a distance of 721 feet, more or less, to a wood post; thence extending N. 40° 30' E. a distance of 652.3 feet, more or less, to a wood post; thence extending N. 62° 26' E. a distance of 561.1 feet, more or less, to a wood post; thence extending N. 65° 26' E. a distance of 355.4 feet, more or less, to a wood post; thence extending N. 05° 54' W. a distance of 1601.2 feet, more or less, to a wood post; thence extending N. 39° 59' E. a distance of 1300 feet, more or less, to a wood post; thence extending N. 25° 15' W. a distance of 1700 feet, more or less, to a wood post; thence extending N. 01° 26' E. a distance of 700.1 feet, more or less, to a wood post; thence extending N. 42° 56' E. and crossing Cold Stream, so called, a distance of 1061.6 feet, more or less, to a wood post; thence extending N. 70° 20' E. a distance of 1847.6 feet, more or less, to a wood post; thence extending S. 43° 10' E. a distance of 460.1 feet, more or less, to a wood post set in the elevation contour line of 820 feet, U.S.G.S. Datum, as established in 1953 by a bench mark located approximately 300 yards easterly of the Grantor's powerhouse at its Indian Pond Dam, which bench mark is established at elevation 975.75 based on U.S.G.S. Datum; thence following said 820 elevation contour line in a general northeasterly direction a distance of approximately 7 miles to the West Forks-Chase Stream Town Line.

RESEARCH/RECORDS SERVICES



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For further description of a part of the above-described survey line, see plan entitled: "Survey Plan for Central Maine Power Company of Kennebec River Tract establishing property boundary between lands of Central Maine Power Company and S. D. Warren Co." by James W. Sewall Company, dated October 28, 1987, on file at the Grantee's said office, File No. 50-317R.

The above bearings are observed magnetic 1987.

By said deeds from Charles H. Clark and William T. Haines to Fidelity Trust Company, certain rights were excepted and reserved to the Grantors including all standing timber and the right to cross said parcels. The Grantor herein acquired said rights so reserved by deed from Scott Paper Company dated October 1, 1986 and recorded in said Registry in Book 1297, Page 296.

The purpose of this deed is to release and convey unto the Grantee any and all rights the Grantor may have in and to said premises including, but not limited to, said right to standing timber and said right to cross said premises.

Also conveying to the Grantee, its successors and assigns, and others, a non-exclusive right to utilize, as hereinafter described, in common with the Grantor, its successors and assigns, certain rights-of-way over, along and across land of the Grantor in West Forks, Chase Stream Township (T1, R6, BKP, WKR), and Johnson Mountain Township (T2, R6, BKP, WKR). Said rights-of-way being by means of such roadways as are now located or as may be located in the future and extending from highway Route No. 201 across said township to the above-described strip of land of the Grantee. Said Rights-of-Way to be limited to sixty (60) feet in width.

Said right to utilize shall be subject to the following terms and conditions:

1. The Grantor hereby conveys to Grantee the non-exclusive Rights of Way for purpose of access to Grantee's currently owned and subsequently acquired property for forest operations, land management, and all other lawful purposes. The aforementioned non-exclusive right to utilize shall include the right to pass over with men and equipment and to use, improve and maintain roads, bridges, culverts, ditches, and other facilities for the aforementioned purposes. Grantee shall provide Grantor with reasonable, advance notice of Grantee's commencement and suspension of the regular use of any Right of Way. Such right to utilize shall be exercised by Grantee in a way which does not unreasonably interfere with Grantor's or any other person's lawful use of said Right of Way. Grantee agrees that the exercise of such right shall be subject to Grantor's then prevailing road usage conditions, including, but not limited to, speed limits, weight limits, fire protection, road conditions, safety, and public access limits. It is further understood and agreed that this conveyance by Grantor to Grantee shall not restrict Grantor's right, at Grantor's expense, to relocate the Rights of Way or portions thereof, and to improve the roads therein.

2. When the Rights of Way or portions thereof are being used by Grantee, Grantee shall maintain (as defined in Section 5 herein) the same, other than those being used contemporaneously with Grantor and, reasonably contemporaneously with the suspension of Grantee's use, shall take such steps as are reasonably required to prevent sedimentation of water courses and soil erosion with respect to any Right of Way or portion thereof after such suspension, but in no event shall Grantee be responsible for sedimentation of water courses and soil erosion occurring more than twenty-four (24) months following its notification to Grantor of Grantee's suspension of use. Further, the use by Grantor of a Right of Way of which Grantee has notified Grantor of its suspension of use shall immediately terminate all obligations of Grantee with respect to sedimentation of water courses and soil erosion in connection therewith. Grantee shall keep the Rights of Way free and clear of litter and refuse and shall not obstruct or chain off the Rights of Way without Grantor's prior written consent.

3. On an annual basis, Grantor and Grantee should agree on which party will be responsible for maintenance of Rights of Way being used contemporaneously. Grantor may retain maintenance responsibilities at its election. Both parties shall agree on a project maintenance budget with the pro rata share of maintenance costs based on volumes of products and distances hauled on said Rights of Way or portions thereof. Also, both parties shall agree upon a schedule for the party maintaining the Right of Way to be reimbursed. Any adjustment arising from variations in the actual maintenance costs and actual use of the Rights of Way from the projected budget and reimbursement schedule shall be paid within ninety (90) days of the close of the calendar year in which the adjustment occurred.

If the Grantees use of the Rights of Way or portions thereof result in damages thereto (except for normal wear and tear) arising from accidents, negligence or use in a manner not consistent with use by a reasonably prudent long-term operator, regardless of whether Grantee is using the same singularly or contemporaneously with Grantor, Grantee shall be solely responsible for repairing such damage promptly thereafter at its expense.

4. With respect to the rights conveyed herein, Grantee agrees to use existing roads within the Rights of Way where practicable. If not practicable and if relocation of the Rights of Way or portions thereof or the improvements of existing roads is deemed necessary by Grantee, Grantee shall seek the prior written approval of Grantor, which approval shall not be unreasonably withheld; if approved by Grantor, such Rights of Way, portions thereof, or improvements may be constructed by Grantee at its sole expense, but subject to all applicable laws, ordinances and regulations and to any reasonable restrictions, construction techniques and construction materials. Such relocated Rights of Way, portions thereof, or improvements shall then be deemed to be "Rights of Way" and governed by this conveyance.

5. "Maintenance" or "maintain" when referring herein to an obligation of Grantee or Grantor shall mean undertaking the work necessary to preserve and keep a Right of Way, road, bridge, culvert, ditch or other appurtenant facility in, as nearly as possible, its condition as at the date of this conveyance or as subsequently improved to provide satisfactory and safe road service in compliance with all applicable laws and regulations. Such terms shall further mean and include dust control, the plowing of snow from, and the sanding of the roads within the Rights of Way. "Improvements" or "improve" when referring herein to an obligation of Grantee or Grantor shall mean the reconditioning or replacing of a Right of Way, road, bridge, culvert, ditch or other appurtenant facility to a standard higher or greater than that prevailing at the date of this conveyance.

6. Timber harvested during the course of any relocation of a Right of Way or portion thereof and during any maintenance or improvement hereunder shall be Grantor's property.

7. Grantee agrees to indemnify and hold Grantor harmless for any and all claims, demands, expenses, judgments and awards asserted against, incurred by or imposed upon Grantor arising in any manner in connection with Grantee's exercise or non-exercise of its right under this conveyance, unless the foregoing arise solely from the improper acts or negligence of Grantor or arise from occurrences beyond the reasonable control of Grantee. Grantor agrees to indemnify and hold the Grantee harmless for any and all claims, demands, expenses, judgments and awards asserted against, incurred by or imposed upon

Grantee arising in any manner in connection with Grantor's exercise or non-exercise of its rights in and to the Rights of Way, unless the foregoing arise solely from the improper acts or negligence of Grantee or arise from occurrences beyond the reasonable control of Grantor.

8. Grantee may use, at no charge to Grantee, gravel from Grantor's gravel pits, to the extent the same is available, for relocation of the Rights of Way or portions thereof or for the maintenance or improvements of roads within the Rights of Way. For construction or maintenance of roads on property owned by Grantee, Grantee may purchase gravel from Grantor, to the extent such gravel is available, at prevailing market prices. Any use of such gravel shall be in compliance with all applicable laws, ordinances and regulations.

9. The Grantee shall not perform any "relocation" (as defined in Section 4), "Maintenance" or "Improvements" (as defined in Section 5), or "gravel extraction"(as defined in Section 8) on land of the Grantor until the parties hereto have agreed upon which of them shall file and be responsible for compliance with any notifications, permits or applications required by law.

10. This conveyance shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. For the purposes of this conveyance, "Grantor" shall mean and include its agents, its employees, its lessees, and its independent contractors. "Grantee" shall mean its agents, its employees, its lessees, and its independent contractors.

11. To be effective, any waiver of either party's rights under this conveyance must be in writing and signed by the party to be charged therewith.

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

IN WITNESS WHEREOF, the said S. D. Warren Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Robert E. McAvoy, its President, thereunto duly authorized this 14th day of March, in the year of our Lord one thousand nine hundred and 88.

Signed, Sealed and Delivered in presence of

Thomas J. Calgan

S. D. WARREN COMPANY

By: X Robert E. McAvoy
Its President

STATE OF MAINE

~~COMMONWEALTH OF PENNSYLVANIA~~

Somerset County ss.

March 14, 1988

Personally appeared the above-named ROBERT E. MC AVOY 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,

Priscilla Mary Giroux
Priscilla Mary Giroux
Notary Public

My commission expires
11/1/93



RECEIVED SOMERSET SS

1988 MAR 25 PM 1:58

RECORDED FROM ORIGINAL

