

## TRANSMISSION LINE EASEMENT

**WEYERHAEUSER COMPANY**, a Washington corporation, successor by merger to Plum Creek Maine Timberlands, L.L.C., with a mailing address of 220 Occidental Avenue South, Seattle, Washington 98104 (hereinafter, "Grantor"), for consideration paid by **CENTRAL MAINE POWER COMPANY**, a Maine corporation with a principal place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336 (hereinafter "Grantee"), the receipt of which is hereby acknowledged, does hereby grant unto the said Central Maine Power Company, its successors and assigns, forever, with quitclaim covenants, the exclusive perpetual right and easement to erect, bury, construct, maintain, repair, rebuild, re-space, replace, operate, patrol and remove energy and communications transmission and distribution lines consisting of suitable and sufficient poles, towers, pipes, duct-banks and conduits, with sufficient foundations together with wires, cables or lines strung upon, within or extending between the same for the transmission of energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, and for all Utility Services defined in accordance with 33 M.R.S.A. Section 458, over, under and across land situated in West Forks Township, Somerset County, Maine and described on **Exhibit "A"** attached hereto and incorporated herein by this reference and located as shown on Boundary Survey to be recorded (the "Easement").

Also conveying to the Grantee the right and easement, at any time or times, to cut and remove all trees and to clear and keep clear said Easement area of all trees, timber, and bushes growing on said Easement area by such means as the Grantee may select.

Also conveying to the Grantee the right to remove certain trees that pose a risk to Grantee's use within fifty (50) feet of the boundary of the Real Property ("Danger Trees"). Before exercising its right to remove any Danger Trees, Grantee shall notify Grantor in writing of the intended removal at least ten (10) days in advance, which notice shall identify the location and approximate tonnage of the Danger Trees and an officer's certification that the Danger Trees intended to be removed pose a risk to Grantee's use. Any such Danger Trees shall be and remain the property of the Grantor. Any Danger Trees cut by Grantee as provided in this paragraph shall, unless otherwise agreed to, be cut into logs of lengths specified by Grantor and decked along the nearest road crossing reserved by Grantor for disposal or removal by Grantor. Grantee shall notify Grantor upon completion of any such decking.

Grantor, for itself and its agents, contractors, lessees, licensees, successors and assigns, reserves a permanent, non-exclusive, right to cross the Easement, in common with Grantee, its successors and assigns over, upon, along and across a proposed road to be located in West Forks Township, Somerset County, Maine, depicted on Boundary Survey Prepared for the Acquisition of Land By: **CENTRAL MAINE POWER COMPANY** from **WEYERHAEUSER COMPANY** made by Sacket & Brake Survey, Inc. to be recorded after recordation of this deed.

Grantor, for itself and its successors and assigns, reserves the right to grant temporary access to third parties (including governmental, private and quasi-public entities) for motorized and non-motorized recreational uses at any time as long as such crossing will not interfere with Grantee's facilities and any applicable safety conditions pertaining to the use of Grantee's transmission corridors for recreational purposes.

The Grantor and its successors and assigns, covenant and agree to and with the Grantee, that the Grantor will not erect or permit the erection or maintenance of any building, road, utilities or other structure of any kind or nature under or upon the above-described premises, and will not place any materials on, or permit or allow any material of any kind or nature to accumulate on or be removed from said premises if, in the reasonable opinion of the Grantee, such erection, maintenance or action would endanger or interfere with the current or the future use of said premises in its operation as a public utility.

Notwithstanding the above, Grantee, for itself and its successors and assigns, acknowledges Grantor's use of the above described premises for crossing in connection with its forest management business in a manner that (i) does not materially impair Grantee's use of the Easement and (ii) compliance with applicable safety laws and regulations. Grantee acknowledge that such use may include the crossing with heavy equipment and the removal of trees to permit the passage thereof. Grantee covenants and agrees that Grantee's facilities will be designed and constructed to provide adequate ground to phase clearance to facilitate Grantor's roads, bridges, appurtenant facilities.

Grantee shall insure that its uses on the Easement complies at all times with any applicable requirements under the Maine Forest Practices Act.

Grantee and Grantor shall each assume all risk of, and indemnify and hold the other party harmless, and at its expense defend such other party (which term shall include for this purpose its affiliates)(hereinafter the "Indemnified Party"), from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whatsoever, including but not limited to Indemnified Party its and their employees, agents, or contractors, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the Indemnified Party and its and their employees, agents or contractors, or any fire, resulting partly or wholly, directly or indirectly from the indemnifying parties use of the Easement area and any rights herein granted or reserved; provided, however, that Indemnified Party's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property resulting from the negligence of such party.

During the period of any activities within the Easement, including removal, relocation, or repair of the power equipment described herein, each party shall obtain and maintain liability insurance issued in a form and by an insurance company acceptable to Grantor. Coverage requirements shall be as follows and have an **AM Best's Key Rating Guide of B+ VI (financial class) or better rating, provided that Grantee may self-insure up to the first \$1,000,000 of any coverage:**

i. Commercial General Liability Insurance to include minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate Combined Single Limit Bodily Injury, Death and Property Damage. Extension of coverage to include Comprehensive Form, Premises and Operations, Contractual Liability, Products and Completed Operations, Independent Contractors, Personal Injury, Broad Form Property Damage, Cross Liability, and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground).

ii. Comprehensive Automobile Liability insurance covering owned, non-owned, hired and other vehicles, with a combined single limit of \$1,000,000 per occurrence Combined Single Limit Bodily Injury, Death and Property Damage.

iii. The policies specified above shall include an endorsement which shall name Grantor together with its subsidiaries and affiliates (collectively the "Weyerhaeuser Companies") as additional insureds on a primary basis for the term of the temporary commercial use. The additional insured endorsement must be ISO CG20 10 11 85 (or other form with like wording).

iv. The policies specified above shall include an endorsement which shall provide that Grantor, at the address set forth below, will be given a 30 - day written notice prior to cancellation, coverage modification or other material change in the policy. No such cancellation, modification or change shall affect Grantee's obligation to maintain the insurance coverages required by this Agreement.

v. All liability coverages must be on an "occurrence" basis as opposed to "claims made."

vi. All such insurance shall be in a form and company acceptable to Grantor sufficient to protect Grantee, its contractors and their subcontractors, to the extent that they are involved in the work, and Grantor against the claims of third persons, and to cover claims by Grantor against Grantee, its contractor and their subcontractors for which Grantee has assumed liability under this Agreement.

vii. If requested by Grantor, Grantee shall furnish to Grantor a certificate of insurance dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Grantor and containing a representation that coverage of the types listed herein is provided with the required liability limits and the stated endorsements. Grantor reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificate(s) of insurance shall be issued to Grantor at the address set forth below.

viii. If Grantee retains the services of any contractor, Grantee shall cause each contractor to maintain insurance coverages and limits of liability of the same type and the same amount as are required of Grantee under this Agreement. Grantee shall obtain, prior

to the commencement of the contractor's services, the required certificates of insurance and additional insured endorsements, if requested by Grantor.

The insurance limits and coverages set forth above shall be reviewed periodically, but no more often than every five (5) years, by the Parties and changed to prevent and erosion of the effective limits, but not more often than once every five years. *Provided, however,* that the minimum limits shall never be less than those set forth in paragraph (a) above without an amendment to this Easement.

Grantee shall keep Grantor's underlying fee property free from liens arising in any manner out of the activities of Grantee and shall promptly discharge any such liens that are asserted. If Grantee fails to fulfill this obligation, the owner of Grantor's property may do so, in which event Grantee shall pay all costs and expenses incurred by said owner in connection therewith plus costs and interest at the rate of the lesser of twelve percent (12%) per annum or the maximum permitted by law.

Grantee shall pay all taxes and/or assessments that may become chargeable against this easement, if separately assessed by statute.

If any party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not an arbitration or legal proceeding is commenced, the substantially prevailing party or parties shall be entitled to recover from the other reasonable attorneys' fees and other costs incurred, regardless of whether at trial, on appeal, in any bankruptcy proceeding, in an arbitration or without resort to suit. Attorneys' fees covered by this paragraph include, without limitation, fees incurred without resort to suit, at trial, in an arbitration proceeding, in bankruptcy proceedings to modify or vacate any automatic stay of such legal action or proceeding, in appeals, and in post-judgment collection services. Costs covered by this paragraph include, without limitation, the costs of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, and title insurance premiums.

The terms Grantor and Grantee shall include their respective heirs, administrators, successors, executors, affiliates and assigns.

Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date that is, (i) personally delivered, (ii) overnight courier service, (iii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iv) dispatched by electronic mail (email) transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy sent by overnight courier service no later than the day after transmission) to the parties' addresses set forth below. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail; or if sent via email, the date upon which such email was transmitted, provided the sender of such email notice receives confirmation of receipt from the recipient via return email or another acceptable notice method. Notices shall be addressed as follows:

Grantor: Weyerhaeuser Company

19 Loggers Circle  
Bingham, ME 04920  
Attn: John Ackley  
E-Mail: [john.ackley@weyerhaeuser.com](mailto:john.ackley@weyerhaeuser.com)

And to: 220 Occidental Avenue South  
Seattle, Washington 98104  
Attention: Legal Department

Grantee: Central Maine Power Company  
83 Edison Drive  
Augusta, ME 04336  
Attention: Real Estate Services

And to: Central Maine Power Company  
83 Edison Drive  
Augusta, ME 04336

Attention: Legal

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

[Signatures on following two (2) pages]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 17<sup>th</sup> day of November, 2016.

GRANTOR:

WEYERHAEUSER COMPANY

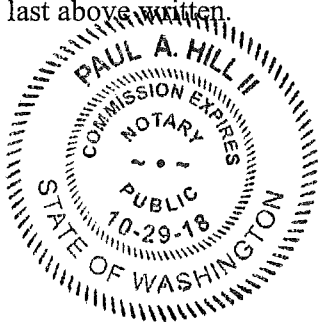
By: [Signature]  
Name: James A. Kilberg  
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

On this 14<sup>th</sup> day of November, 2016, I certify that I know or have satisfactory evidence that James A. Kilberg is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Senior Vice President of Weyerhaeuser Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



[Signature]  
Notary Public in and for the  
State of Washington  
Residing in King County  
My Commission Expires: 10/29/2018  
Printed Name: Paul A. Hill II

GRANTEE:

BUYER: CENTRAL MAINE POWER COMPANY

By: *Sara J. Burns*  
Sara J. Burns  
Its: President & Chief Operating Officer

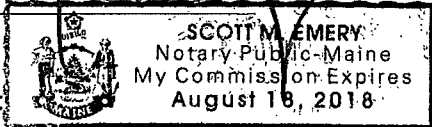
By: *Eric Stinneford*  
Eric Stinneford  
Its: Vice President, Controller, Treasurer & Clerk

ACKNOWLEDGMENT

State of Maine  
Kennebec, ss

November 17<sup>th</sup>, 2016

Then personally appeared the above named Sara J. Burns, President and Chief Operating Officer, Central Maine Power Company, and acknowledged the foregoing instrument to be her free act in her said capacity and the free act and deed of said corporation.

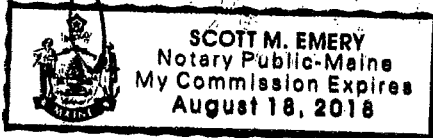
Before me, *Scott M. Emery*  
Notary Public  
My commission expires: 

SEAL

State of Maine  
Kennebec, ss

November 17<sup>th</sup>, 2016

Then personally appeared the above named Eric N. Stinneford, Vice President, Controller, Treasurer & Clerk, Central Maine Power Company, and acknowledged the foregoing instrument to be his free act in his said capacity and the free act and deed of said corporation.

Before me, *Scott M. Emery*  
Notary Public  
My commission expires: 

SEAL

**EXHIBIT "A"**  
Easement Legal Description

**WEST FORKS PLANTATION EASEMENT**

A certain parcel or lot situated in West Forks Plantation, Somerset County, Maine, bounded and described as follows:

Beginning on the southerly boundary of the State of Maine "West Forks Public Lot" at the northeasterly corner of the "West Forks Easement Parcel";

Thence, southerly through land conveyed to Plum Creek Maine Timberlands, LLC by a deed dated November 5, 1998 recorded in the Somerset County Registry of Deeds in Book 2491 Page 067 on a course of S 17°-05'-29" E a distance of one hundred and fifty-six hundredths (100.56) feet to a point located at the northeasterly corner of "West Forks Fee Parcel";

Thence, westerly continuing through land of Plum Creek Maine Timberlands, LLC on a course of S 78°-56'-32" W a distance of three hundred one and sixty-seven hundredths (301.67) feet to a point located at the northwesterly corner of "West Forks Fee Parcel";

Thence, northerly continuing through land of Plum Creek Maine Timberlands, LLC on a course of N 17°-05'-29" W a distance of one hundred and fifty-six hundredths (100.56) feet to a point;

Thence, easterly along the southerly line of the State of Maine "West Forks Public Lot" on a course of N 78°-56'-32" E a distance of three hundred one and sixty-seven hundredths (301.67) feet to the point and place of beginning. Containing 0.693 acres (30,167.113 square feet) of land, more or less.

Bearings are referenced to Grid North.

Reference is made to a certain Boundary Survey Prepared for the Acquisition of Land By: CENTRAL MAINE POWER COMPANY from WEYERHAEUSER COMPANY made by Sacket & Brake Survey, Inc. to be recorded after recordation of this deed.