

TRANSFER TAX PAID

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that WEYERHAEUSER COMPANY, a Washington corporation, successor by merger to Plum Creek Maine Timberlands, L.L.C., and having an address of 220 Occidental Avenue South, Seattle, Washington 98104 ("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 the Town of Bingham, Somerset County, State of Maine, which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Real Property").

By acceptance of this deed, Grantee hereby agrees that the Real Property is merged into Grantee's abutting parcel on the southwesterly side of the Real Property (together with the Real Property, the "Merged Property"), and that the Merged Property shall be maintained as a single merged parcel of land, and shall not be subdivided, leased or sold, or offered to be subdivided, leased or sold, or platted for future subdivision, lease, or sale, into any number of parcels less than the whole for a minimum of five (5) years from the date this deed is recorded. This covenant shall run with the Merged Property for such five (5) year period.

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 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.

RESERVING UNTO GRANTOR, for itself and its agents, contractors, lessees, licensees, successors and assigns, permanent, non-exclusive, easements and rights-of-way sixty six (66) feet

in width, for ingress, egress and utilities, in common with Grantee, its successors and assigns over, upon, along and across existing roads located in the Town of Bingham, Somerset County, Maine, depicted on Plan Depicting Roadways and Easements to be recorded of even date as this deed ("Permanent Road Crossings"). Grantor and Grantee are subject to the covenants contained in the Plan Depicting Roadways and Easements.

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 or wind-power development purposes; 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 materially and unreasonably 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 materially and unreasonably 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.

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, 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. 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.

RESERVING UNTO GRANTOR, for itself and its successors and assigns, 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.

Grantee shall insure that the Real Property complies at all times with any applicable requirements, rules, and regulations under the Maine Forest Practices Act.

The Real Property is conveyed subject to an easement in the public for any public roads heretofore laid out or established and now existing over, along or across any portion of the Real Property; and to all additional easements, reservations, restrictions, encumbrances and water rights, if any, apparent or of record; and further

SUBJECT TO those encumbrances described on **Exhibit "B"** attached hereto and incorporated herein by this reference.

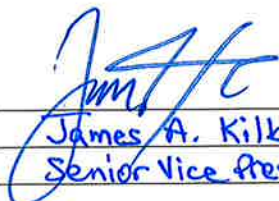
TO HAVE AND TO HOLD the Real Property, together with all rights, easements, privileges and appurtenances thereunto belonging, to the Grantee, its successors and assigns, and Grantor covenants to Grantee, its successors and assigns, that it will warrant and forever defend the Real Property to the said 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 follows]

IN WITNESS WHEREOF, Weyerhaeuser Company has caused this instrument to be executed on its behalf by its duly authorized undersigned representative, this 14th day of November, 2016.

GRANTOR:

WEYERHAEUSER COMPANY

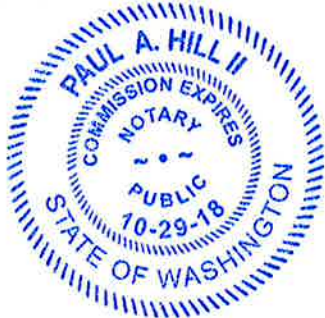
By 
 Name James A. Kilberg
 Title Senior Vice President

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 14th day of November, 2016, before me personally appeared James A. Kilberg, to me known to be the Senior Vice President of Weyerhaeuser Company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the corporation.

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





 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

Exhibit "A" to Deed

Legal Description of Real Property

BINGHAM JACKSON BROOK

A certain lot or parcel of land situated southeasterly of, but not abutting Mayfield Road, on the easterly side of Dyer Lane (a private way leading southerly from Mayfield Road), in the Town of Bingham, County of Somerset, and State of Maine, bounded and described, as follows to wit:

Beginning at a $\frac{3}{4}$ " capped iron rebar set on the northeasterly line of land of Pan Am Railway (reference to be made to Somerset County Commissions Records Volume 9 Page 203) on the municipal boundary between Moscow and Bingham at the southwesterly line of land conveyed to Susan H. Melcher by a deed dated January 19, 2000 and recorded in the Somerset County Registry of Deeds in Book 2642 Page 222;

Thence, easterly on a course of N 79°-30'-28" E along southerly municipal boundary of Moscow, being the southerly boundary of land of Melcher, land conveyed to Normal Pooler by a deed dated November 19, 1985 and recorded in the Somerset County Registry of Deeds in Book 1228 Page 337, land conveyed by deed to Larry Tewksberry and Ellen Tewksberry, dated October 24, 1985 and recorded in the Somerset County Registry of Deeds in Book 1225 Page 332, land conveyed to Dale C. Laweryson by a deed dated April 24, 1983 and recorded in the Somerset County Registry of Deeds in Book 1081 Page 218 a distance of six thousand one hundred thirty-four and twenty-seven hundredths (6134.27) feet to a point marked by a $\frac{3}{4}$ " capped iron rebar set at the northwesterly corner of land conveyed to Beatrice R. Laweryson and Dale C. Laweryson by a deed dated June 25, 2002 recorded in the Somerset County Registry of Deeds in Book 2972 Page 128 and now of Central Maine Power Company by deed dated November 4, 2016 and recorded in the Somerset County Registry of Deeds in Book 5096, Page 269;

Thence, southerly on a course of S 10°-31'-27" E along the westerly line of land of said Laweryson a distance of three hundred and zero hundredths (300.00) feet to a point;

Thence, westerly on a course of S 79°-30'-28" W through land conveyed to Plum Creek Maine Timberlands, L.L.C. by a deed dated November 5, 1998 and recorded in the Somerset County Registry of Deeds in Book 2489 Page 149 an approximate distance of one thousand twenty and sixteen hundredths (1020.16) feet to the centerline of Jackson Brook, so-called;

Thence, southwestwesterly along the centerline of Jackson Brook (having a chord distance of three thousand nine hundred eighty-six and sixty hundredths (3986.60) feet on a course of S 40°-12'-31" W) through land of Plum Creek Maine Timberlands, L.L.C., an approximate distance of four thousand seven hundred six and eighty-four hundredths (4706.84) feet to a point located on the northeasterly line of land conveyed to Central Maine Power Company by a deed dated June 30, 1930 and recorded in the Somerset County Registry of Deeds in Book 408 Page 284;

Thence, northwesterly on a course of N 49°-34'-01" W along the northeasterly line of Central Maine Power Company a distance of one hundred forty-six and ninety-nine hundredths (146.99) feet to an unmonumented point located at a southwest corner of land conveyed to Barbara Glunn Living Trust by a deed dated June 27, 2013 and recorded in Somerset County Registry of Deeds in Book 4680 Page 022;

Thence, easterly on a course of N 81°-35'-36" E along the southerly line of land of said Glunn a distance of fifty-nine and one hundredth (59.01) feet to a point marked by a wood post found;

Thence, northerly on a course of N 08°-24'-24" W along the easterly line of land of said Glunn a distance of six hundred four and twenty-two hundredths (604.22) feet to an unmonumented point;

Thence, westerly on a course of S 79°-25'-50" W along the northerly line of land of Glunn a distance of five hundred sixty-eight and eighty-six hundredths (568.86) feet to a point marked by a wood post found on the northeasterly line of land of Central Maine Power Company;

Thence, northwesterly on a course of N 49°-34'-01" W along the northeasterly line of land of Central Maine Power Company a distance of two thousand one hundred twenty-six and seventy hundredths (2126.70) feet to an unmonumented point located on the easterly line of land of Pan Am Railway;

Thence, northerly on a counter clockwise curve to the left having a radius of nine hundred eighty-seven and ninety-three hundredths (987.93) feet (having a chord distance of four hundred seventy-one and fifty-four hundredths (471.54) feet on a direction of N 23°-45'-15" W) along an arc length of four hundred seventy-six and thirteen hundredths (476.13) feet to the point and place of beginning. Containing ±184.963 acres of land, more or less.

Bearings are referenced to Grid North, based on a GPS observation.

All monumentation noted as 3/4" capped iron rebar set are topped with a red plastic cap inscribed S.W. Gould PLS 2318.

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.

BINGHAM SOUTH ONE
115-foot wide strip

Beginning at a point located on the northeasterly sideline of land of Central Maine Power Company as described in a deed dated June 30, 1930 and recorded in the Somerset County Registry of deeds in Book 408, Page 284 at the thread of Jackson Brook;

Thence, easterly along the thread of Jackson Brook an approximate distance of one hundred sixteen and eight tenths (116.8) feet 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 2489 Page 149 to a point which is located one hundred fifteen (115) feet northeasterly of and perpendicular to the northeasterly sideline of Central Maine Power Company;

Thence, southeasterly on a course of S 49°-34'-01" E, being located one hundred fifteen (115) feet northeasterly of and perpendicular to the northeasterly sideline of Central Maine Power Company, continuing through land of Plum Creek Maine Timberlands, LLC an approximate distance of three thousand five hundred ninety-five (3595) feet to a point located on the northerly line of land conveyed to Terence L. Knowles and Michele A. Knowles by a deed dated July 3, 1986 recorded in the Somerset County Registry of Deeds in Book 1271 Page 174;

Thence, westerly on an approximate course of S 80°-14'-19" W along the northerly line of land of said Knowles an approximate distance of one hundred fifty (150) feet to a point located on the northeasterly line of land of Central Maine Power Company;

Thence, northwesterly on a course of N 49°-34'-01" W along the northeasterly line of land of Central Maine Power Company an approximate distance of three thousand five hundred nineteen (3519') feet to the point and place of beginning. Containing 9 acres 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.

BINGHAM SOUTH TWO

115-foot wide strip

Beginning at a point located on the northeasterly sideline of land of Central Maine Power Company as described in a deed dated June 30, 1930 and recorded in the Somerset County Registry of Deeds in Book 408, Page 284 at the southwesterly corner of land conveyed to Terence L. Knowles and Michele A. Knowles by a deed dated July 3, 1986 recorded in the Somerset County Registry of Deeds in Book 1271 Page 174;

Thence, northerly on an approximate course of N 07°-03'-23" W along the easterly line of land of said Knowles an approximate distance of one hundred seventy (170) feet to a point which is located one hundred fifteen (115) feet northeasterly of and perpendicular to the northeasterly sideline of Central Maine Power Company;

Thence, southeasterly on a course of S 49°-34'-01" E, which is located one hundred fifteen (115) feet northeasterly of and perpendicular to the northeasterly sideline of Central Maine Power Company, 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 2489 Page 149 an approximate distance of five thousand two hundred sixty-five (5265) feet to a point located on the northerly line of land conveyed to Daniel E. Cassidy and Francis L. Cassidy by a deed dated June 9, 2000 recorded in the Somerset County Registry of Deeds in Book 2683 Page 144;

Thence, westerly on an approximate distance of S 78°-51'-58" W along the northerly line of land of said Cassidy an approximate distance of one hundred forty-seven (147) feet to a point located on the northeasterly line of land of Central Maine Power Company;

Thence, northwesterly on a course of N 49°-34'-01" W along the northeasterly line of land of Central Maine Power Company an approximate distance of five thousand three hundred fifty (5350) feet to the point and place of beginning. Containing 14 acres 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.

BINGHAM SOUTH THREE

115-foot wide strip

Beginning at a point located on the easterly sideline of land of Central Maine Power Company as described in a deed dated June 30, 1930 and recorded in the Somerset County Registry of Deeds in Book 408, Page 284 at a point located at the southwesterly corner of land conveyed to Kenneth W. Saunders and Jolene R. Saunders by a deed dated November 23, 2015 recorded in the Somerset County Registry of Deeds in Book 4982 Page 197;

Thence, northerly, as the course may be, along the southerly line of land of said Saunders on an approximate course of N 08°-05'-23" E an approximate distance of one hundred thirty-six and seven hundredths (136.07) feet to a point which is located one hundred fifteen (115) feet northeasterly of and perpendicular to the easterly line of land of Central Maine Power Company;

Thence, southeasterly on a course of S 49°-36'-01" E, which is located one hundred fifteen (115) feet northeasterly of and perpendicular to the northeasterly line of land of Central Maine Power Company, 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 2489 Page 149 an approximate distance of fifteen thousand seven hundred ninety-four (15794) feet to a point;

Thence, continuing southeasterly on a course of S 49°-44'-01" E, which is located one hundred fifteen (115) feet northeasterly of and perpendicular to the northeasterly line of land of Central Maine Power Company, through land of Plum Creek Maine Timberlands, LLC an approximate distance of two thousand three hundred ninety (2390) feet to a point located on the northwesterly line of land conveyed to Albert Starbird by a deed dated January 5, 2016 recorded in the Somerset County Registry of Deeds in Book 4991 Page 001;

Thence, southwesterly on an approximate course of S 40°-15'-59" W along the northwesterly line of land of said Starbird an approximate distance of one hundred fifteen (115) feet to a point located on the easterly line of land of Central Maine Power Company;

Thence, northwesterly on a course of N 49°-44'-01" W along the easterly line of land of Central Maine Power Company a distance of two thousand three hundred ninety (2390) feet to a deflection angle;

Thence, continuing northwesterly on a course of N 49°-36'-01" W along the northeasterly line of land of Central Maine Power Company an approximate distance of fifteen thousand seven hundred twenty-two (15722) feet to the point and place of beginning. Containing 48 acres 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.

Exhibit "B" to Deed

Title Exceptions

1. Matters shown by 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.
2. Possible rights and easements granted to Bingham Water Company as set forth in an instrument dated October 27, 1906 and recorded in said the Somerset County Registry of Deeds in Book 282, Page 72.
3. Reservation of access easement on each side of the road to the stream with teams and animals as set forth in the deed from the Solon Lumber Company to William Sheppard Linnell dated March 22, 1921 and recorded in the Somerset County Registry of Deeds in Book 363, Page 199.
4. Rights, easements, terms and conditions set forth in Assignment and Assumption of Access Rights and Easements made by and between S.D. Warren Company and SDW Timber II, L.L.C. dated November 6, 1998 and recorded in the Somerset County Registry of Deeds in Book 2489, Page 88.
5. Rights, easements, terms and conditions set forth in an instrument made by Central Maine Power to Plum Creek Maine Timberlands, L.L.C. dated March 10, 2000 and recorded in the Somerset County Registry of Deeds in Book 2661, Page 214.