

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 Bradstreet Township (T4 R7 BKP WKR), Somerset 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 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 Bradstreet Township, 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.

SUBJECT TO a certain Agreement Regarding Transmission Line Crossings between Grantor and Grantee dated and recorded in the Registry of deeds on like or near date hereof.

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.

[Signatures on following page]

Exhibit "A" to Deed

Legal Description of Real Property

BRADSTREET

A certain lot or parcel of land situated in Bradstreet Township (T4 R7 BKP WKR), County of Somerset and State of Maine, bounded and described as follows, to wit:

Beginning at an unmonumented point located on the Town Line of Raytown and Bradstreet, being the northeasterly corner of the Raytown, East Parcel on the easterly line of land conveyed to Plum Creek Maine Timberlands, LLC by a deed dated November 5, 1998 and recorded in the Somerset County Registry of Deeds in Book 2490 Page 284;

Thence, easterly through land of Plum Creek Maine Timberlands, LLC by a deed dated November 5, 1998 and recorded in the Somerset County Registry of Deeds in Book 2489 Page 228 on a course of S 77°-40'-31" E a distance of seven thousand seven hundred forty-nine and forty-three hundredths (7749.43) feet to a point;

Thence, easterly through land of Plum Creek Maine Timberlands, LLC on a course of N 74°-09'-12" E a distance of ten thousand seven hundred forty-two and fifty-three hundredths (10742.53) feet to a point;

Thence, continuing easterly through land of Plum Creek Maine Timberlands, LLC on a course of N 66°-49'-16" E a distance of ten thousand five hundred eighty-one and sixty-five hundredths (10581.65) feet to a point;

Thence, southeasterly through land of Plum Creek Maine Timberlands, LLC on a course of S 65°-29'-20" E a distance of five thousand seven hundred seventy-four and fifty-six hundredths (5774.56) feet to a point;

Thence, easterly through land of Plum Creek Maine Timberlands, LLC on a course of N 77°-50'-47" E a distance of nine hundred ninety-two and eleven hundredths (992.11) feet to a point on the Town Line of Bradstreet and Parlin Pond, being the northwesterly corner of the Parlin Pond Parcel on the westerly line of land conveyed to Plum Creek Maine Timberlands, LLC by a deed dated November 5, 1998 and recorded in the Somerset County Registry of Deeds in Book 2490 Page 228;

Thence, southerly along the Town Line of Bradstreet and Parlin Pond, being the westerly line of land of Plum Creek Maine Timberlands, LLC on a course of S 11°-24'-50" E a distance of three hundred seventy-three and eighty-five hundredths (373.85) feet to a point located at the southwesterly corner of the Parlin Pond Parcel;

Thence, northwesterly continuing through land of Plum Creek Maine Timberlands, LLC (Book 2489 Page 228) on a course of N 59°-12'-04" W a distance of one hundred eight and thirty-three hundredths (108.33) feet to a point;

Thence, westerly through land of Plum Creek Maine Timberlands, LLC (Book 2489 Page 228) on a course of S 77°-50'-47" W a distance of one thousand seven and forty hundredths (1007.40) feet to a point;

Thence, northwesterly through land of Plum Creek Maine Timberlands, LLC on a course of N 65°-29'-20" W a distance of five thousand seven hundred forty-one and thirty-six hundredths (5741.36) feet to a point;

Thence, southwesterly through land of Plum Creek Maine Timberlands, LLC on a course of S 66°-49'-16" W a distance of ten thousand four hundred sixty-eight and twenty-seven hundredths (10468.27) feet to a point;

Thence, continuing southwesterly through land of Plum Creek Maine Timberlands, LLC on a course of S 74°-09'-12" W a distance of ten thousand eight hundred thirty-seven and two hundredths (10837.02) feet to a point;

Thence, northwesterly through land of Plum Creek Maine Timberlands, LLC on a course of N 77°-40'-31" W a distance of seven thousand six hundred ninety-six and five hundredths (7696.05) feet to a point on the Town Line of Bradstreet and Raytown, being the southeasterly corner of the Raytown East Parcel on the easterly line of land of Plum Creek Maine Timberlands, LLC (Book 2490 Page 284);

Thence, northerly along the Town Line of Bradstreet and Raytown on a course of N 10°-53'-10" W a distance of three hundred twenty-six and forty-two hundredths (326.42) feet to the point and place of beginning. Containing 246.87 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. 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.