

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 Skinner Township (T1 R7 WBKP) in Franklin County, State of Maine, which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Real Property").

The Real Property constitutes a "lot transferred to an abutting owner of land" for purposes of Maine Land Use Planning Commission Land Use Districts and Standards Section 10.25,Q,1,g,(3). By acceptance of this deed, Grantee hereby agrees that the Real Property is merged into Grantee's abutting parcel on the easterly 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.

Maine Real Estate
Transfer Tax Paid

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, in common with Grantee, its successors and assigns over, upon, along and across existing roads located in Skinner Township, Franklin County, Maine, said rights-of-way being either sixty six (66) or one hundred (100) feet in width, 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 deeds on or near the 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.

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

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

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]

Exhibit "A" to Deed

Legal Description of Real Property

SKINNER PARCEL

A certain lot or parcel of land situated on the Merrill Strip Road and Spencer Road in Skinner Township (T1 R7 WBKP), County of Franklin and State of Maine, bounded and described as follows, to wit:

Beginning at a point marked by a 4" diameter wood post located at the intersection of Merrill Strip, Beattie, Lowelltown and Skinner Town Lines, being the northwest corner of land conveyed to Bayroot, LLC by deed dated November 21, 2003 recorded in the Franklin County Registry of Deeds in Book 2387 Page 196, being the southeast corner of land conveyed to E.J. Carrier by deed dated November 4, 2009 recorded in the Franklin County Registry of Deeds in Book 3202 Page 128, being the southwest corner of land conveyed to United States of America as Trustee for the benefit of the Passamaquoddy Tribe by deed dated December 13, 1982 recorded in the Franklin County Registry of Deeds in Book 718 Page 128;

Thence, easterly along the Lowelltown and Skinner Town Line, being the southerly line of land of said United States of America as Trustee for the benefit of the Passamaquoddy Tribe on a course of N 77°-48'-23" E a distance of three hundred and fifty-one hundredths (300.51) feet to a point;

Thence, southerly through of land conveyed to Plum Creek Maine Timberlands, LLC by a deed dated November 5, 1998 and recorded in the Franklin County Registry of Deeds in Book 1799 Page 179, on a course of S 08°-51'-35" E a distance of three thousand forty-six and twenty hundredths (3046.20) feet to a point;

Thence, easterly continuing through land of Plum Creek Maine Timberlands, LLC on a course of S 77°-44'-28" E a distance of five thousand two hundred seventy and twenty-two hundredths (5270.22) feet to a point;

Thence, southeasterly continuing through land of Plum Creek Maine Timberlands, LLC on a course of S 24°-05'-23" E a distance of seven thousand seven hundred ten and eighty-six hundredths (7710.86) feet to a point;

Thence, easterly continuing through land of Plum Creek Maine Timberlands, LLC on a course of S 80°-42'-51" E a distance of ten thousand nine hundred one and sixty-nine hundredths (10901.69) feet to a point;

Thence, continuing easterly continuing through land of Plum Creek Maine Timberlands, LLC on a course of N 88°-12'-07" E a distance of eight thousand three hundred thirty and eighty-six hundredths (8330.86) feet to a point;

Thence, southeasterly continuing through land of Plum Creek Maine Timberlands, LLC on a course of S 83°-16'-29" E a distance of four thousand thirteen and ninety-four hundredths

(4013.94) feet to a point located on the Skinner and Appleton Town Line, being 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 2489 Page 099;

Thence, southerly along the Skinner and Appleton Town Line and the westerly line of land of Plum Creek Maine Timberlands, LLC (2489/090) on a course of S 10°-06'-18" E a distance of three hundred thirteen and forty-two hundredths (313.42) feet to a point;

Thence, westerly continuing through land of Plum Creek Maine Timberlands, LLC (1799/179) on a course of N 83°-16'-29" W a distance of four thousand eighty-two and thirty-four hundredths (4082.34) feet to a point;

Thence, westerly continuing through land of Plum Creek Maine Timberlands, LLC on a course of S 88°-12'-07" W a distance of eighty thousand three hundred thirty-seven and sixty-one hundredths (8337.61) feet to a point;

Thence, westerly continuing through land of Plum Creek Maine Timberlands, LLC on a course of N 80°-42'-51" W a distance of eleven thousand ninety-two and forty-one hundredths (11092.41) feet to a point;

Thence, northwesterly continuing through land of Plum Creek Maine Timberlands, LLC on a course of N 24°-05'-23" W a distance of seven thousand seven hundred twenty and seventy-six hundredths (7720.76) feet to a point;

Thence, westerly continuing through land of Plum Creek Maine Timberlands, LLC on a course of N 77°-44'-28" W a distance of five thousand three hundred twenty-four and twenty-four hundredths (5324.24) feet to a point located on the Skinner and Merrill Strip Town Line, also located on the easterly line of land of said Bayroot, LLC;

Thence, northerly along the Skinner and Merrill Strip Town Line and along the easterly line of land of said Bayroot, LLC on a course of N 08°-51'-35" W a distance of three thousand two hundred thirty-four and fifty hundredths (3234.50) feet to the point and place of beginning. Containing 272.26 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"
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. Terms, conditions, rights and easements for a right of way bisecting the premises as set forth in an instrument from Scott Paper Company to Beaudry Lumber, Inc. dated June 28, 1968 and recorded in the Franklin County Registry of Deeds in Book 408, Page 104.
3. Terms, conditions, rights and easements as set forth in an Easement Agreement by and between S.D. Warren Company and U.S. Windpower, Inc. dated April 15, 1992 and recorded in the Franklin County Registry of Deeds in Book 1297, Page 235; as affected by a First Amendment to Easement Agreement to add additional property dated February 18, 1993 and recorded in the said Registry of Deeds in Book 1362, Page 265; Partial Release of Property dated April 14, 1994 and recorded in said Registry of Deeds in Book 1464, Page 159; as assigned to Enron Wind Development Corp. by Assignment of Grant of Easement and Easement Agreement dated May 19, 1997 and recorded in said Registry of Deeds in Book 2076, Page 256 and further assigned to GE Wind Energy, LLC dated May 10, 2002 and recorded in the said Registry of Deeds in Book 2173, Page 345; as affected by a Memorandum of Option Agreement by and between GE Wind Energy, LLC and TransCanada Energy, LTD dated August 26, 2005 and recorded in the said Registry of Deeds in Book 2667, Page 243, as further assigned in Assignment of Option Agreement made by TransCanada Energy Ltd. to TransaCanada Maine Wind Development Inc. dated December 1, 1986 and recorded in Book 2852, Page 37, as assigned in Assignment of Easement Rights dated September 25, 2008 and recorded in the said Registry of Deeds in Book 3080, Page 289; as further affected by a Second Amendment to Grant of Easement and Easement Agreement dated April 15, 2009 and recorded in the said Registry of Deeds in Book 3133, Page 235 and Extension of Term dated February 3, 2010 and recorded in the said Registry of Deeds in Book 3225, Page 42.
4. Subject to the Terms of Assignment and Assumption of Access Rights and Easements dated November 6, 1998 recorded in the Franklin County Registry of Deeds in Book 1799, Page 150, including those obligations and liabilities referred to paragraph 2 thereof and subject to the terms and conditions for the uses granted in paragraph 1 thereof.
5. Rights and easements, terms and conditions as set forth in a Road Use Agreement by and between Plum Creek Maine Timberlands, L.L.C. and Bayroot LLC dated May 16, 2013 and recorded in the Franklin County Registry of Deeds in Book 3547, Page 117.

Received
Franklin County Registry of Deeds
Susan A Black, REGISTER

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CURTIS THAXTER LLC
P.O. BOX 7320
PORTLAND, ME 04112-7320
✓ ESW