

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN THE MATTER OF

NEW ENGLAND CLEAN ENERGY CONNECT)
L-27625-26-A-N/L-27625-TG-B-N/)
L-27625-2C-C-N/L-27625-VP-D-N/)
L-27625-IW-E-N)

REBUTTAL TESTIMONY OF JEFFREY REARDON
ON BEHALF OF INTERVENOR NATURAL RESOURCES COUNCIL OF MAINE

I, Jeffrey Reardon, submit this testimony in rebuttal to the testimony of Thorn Dickinson on possible alternative routes at pages 9-10 of his pre-filed testimony and to his testimony about decommissioning on page 19.

1. I start with Option 2 because it plainly shows CMP’s lack of seriousness about the issue of a re-route. Option 2 as identified by Mr. Dickinson is cursorily described as utilizing “the permitted Kennebec River and Route 201 crossings and would re-route the line just east of the BPL leased land.” Testimony at 10. That re-route cannot work, as indicated in my direct testimony—just east of the BPL-leased land is either still on BPL owned lands, or the Moosehead Region Conservation Easement, which explicitly prohibits transmission lines like NECEC: “the following Structures are all specifically prohibited on the Protected Property...new long-distance energy...distribution systems that traverse or transect the Protected Property.” Exhibit B to my direct testimony at page 9 of 40. *See also id.* at page 17 of 40 (“[N]ew long-distance energy...distribution systems that traverse or transect the Protected Property are prohibited”). Option 2 would also put the line very close to Tobey Pond, a state heritage fish water for brook trout and, depending on what "just east" means, potentially close to another, Ellis Pond. This proposed alternative simply cannot be permitted.

2. Option 1 is also problematic. As identified by Mr. Dickinson, Option 1 would re-route the corridor from below the Lake Moxie Road crossing through the Forks Plantation. It would cross the Kennebec below the Forks it appears, a new crossing of the Kennebec, and cross Route 201 in roughly the same place. It would then proceed through Bowtown Township an unspecified distance before turning north to cross the Dead River. It would continue north on the west of Route 201 until it reconnects with the current right-of-way in Johnson Mountain Township west of Route 201. Testimony at 9.

3. Mr. Dickinson offers no alternatives analysis to suggest why this route was selected, and other potential reroutes were rejected, nor any comparison to demonstrate which route would be the least environmentally harmful.

4. A second problem with this proposed re-route is Mr. Dickinson's admission that CMP would need to acquire property rights along the route. Testimony at 10. The absence of demonstrable title right or interest means that this re-route cannot be permitted yet. Similarly, the absence of any resource assessment showing how the route would be able to avoid sensitive areas, impacts to endangered species, etc. means that the work necessary even to prepare an application is months away.

5. The location of the proposed crossing of the Kennebec, an Outstanding River Segment, south of the Forks has not been identified, nor whether it would be crossed by HDD or by overhead wires. The same question applies to the Dead River, also an Outstanding River Segment, and to the crossing of Route 201.

6. Based on Mr. Dickinson's description, these crossings, if overhead, are likely to be highly visible from Route 201 north and south of where it crosses the Kennebec River in the Forks, as well by boaters and anglers on the Kennebec and Dead Rivers. Development along this

section of Route 201 is almost entirely associated with river-based recreation. In close proximity to the apparent location of the Kennebec and Dead River crossings are businesses including the Hawk's Nest Lodge and River Drivers Campground, with views overlooking the Dead River, and Inn by the River, the Marshall Hotel, and Kennebec Riverside Cabins with views overlooking the Kennebec. If overhead, these crossings would likely be visible from these locations, as well as from public and commercial river access sites at the Ballfield and the Forks. Boaters using the access at Crusher Hole would have to pass under these crossings just before their take out.

7. There is also a "Dead River Trail and Conservation Corridor Easement" on the north side of the Dead River, attached hereto as Exhibit C, which, like the Moosehead Region Conservation Easement, prohibits transmission lines like NECEC: "power generation or transmission facilities...are specifically prohibited on the Protected Property... ." Easement at 4. The purpose of the Easement is to "protect in perpetuity the Protected Property's significant recreational, wildlife and ecological values for public benefit, especially the recreational trail between The Forks and Flagstaff Lake." *Id.* at 2.

8. Although CMP has not identified a precise route, Option 1 likely would also involve, in addition to crossings of the Kennebec and the Dead Rivers, crossings of at least 7 mapped streams, including at least 3 crossings within the Salmon Stream watershed. Salmon Stream has been identified through radio telemetry and other studies on adult brook trout from the Kennebec and Dead River to be an important spawning tributary that supports wild brook trout that use the mainstem Kennebec for adult habitat. Avoiding the BPL's West Forks Central public lot will require at least two crossings of the East Branch of Salmon Stream—one to get to the west side of the West Forks Central public lot, which extends east to Route 201, and another to get back to

the east side of Salmon Stream to reach a Dead River crossing location near Route 201. The East Branch of Salmon Stream is a productive stream for fisheries.

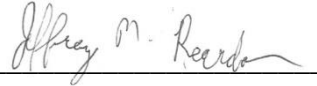
9. With respect to decommissioning as described by Mr. Dickinson on page 19, his claim that continuation of clearing and construction is not a problem because NECEC could simply decommission the HVDC line totally ignores the consequences of continuing work on the current route and then abandoning it for a different route. For example, if work is not suspended, and if CMP ultimately cannot cross the two public lots and re-routes using Option 1, the impacts from the work on the current route will apply to 10 permanent and 21 intermittent streams between the Route 201 crossing and Lake Moxie. Of those, 9 of the permanent stream crossings and 7 of the 21 intermittent stream crossings are in the Cold Stream watershed, including crossing Cold Stream, Tomhegan Stream (where the crossing occurs at place where the stream is braided and CMP has identified 5 separate crossings of Tomhegan Stream or a tributary within 300 linear feet of corridor), and the inlet to Little Wilson Hill Pond (a State Heritage Fish Water). It will take years for these cleared crossings to recover with trees large enough to provide shade or overhead cover.

10. Similarly, work done west of route 201 in Segment 1—where clearing and other work has started but not been completed—will create unnecessary impacts that should be avoided in anticipation of the possibility that an alternate route will be needed. These include impacts that were of considerable concern during the DEP hearings on the current route, including, from east to west: impacts to Mountain Brook (Wildlife Area 6); impacts in the vicinity of Whipple Brook and Bitter Brook (Wildlife Area 5); visual impacts on Coburn Mountain and its hiking and snowmobile trails; impacts to the major tributary and 1st order streams that flow into Rock Pond, a State Heritage Fish Water; visual impacts in the vicinity of Rock Pond; visual impacts in the

valley to the west of Rock Pond north of Three Slide Mountain; impacts to Gold Brook (Wildlife Area 4); impacts to Wildlife Area 3 near Bog Brook; impacts to the South Branch Moose River (Wildlife Area 2); and impacts to Number 1 Brook (Wildlife Area 1).

I, Jeffrey Reardon, affirm that the above statements are true and accurate to the best of my knowledge and belief.

Date: October 12, 2021

A handwritten signature in cursive script that reads "Jeffrey M. Reardon". The signature is written in black ink and is positioned above a horizontal line.

Jeffrey Reardon

Exhibit C

I. PROJECT NAME: Dead River Corridor

II. WORDS OF CONVEYANCE:

WESTERN MOUNTAINS CHARITABLE FOUNDATION, a non-profit corporation organized under the laws of the State of Maine, with a mailing address of 375 Main Street, Kingfield, ME 04947 (hereinafter referred to sometimes as “**WMCF**” and sometimes as the “**Grantor**,” which word shall include, unless the context clearly indicates otherwise, the above-named Grantor, its successors and assigns and any successors in interest to the Protected Property, and their heirs, representative, successors and assigns, as the case may be) for full consideration paid and not as a gift;

GRANTS to the **STATE OF MAINE**, acting by and through its **Department of Conservation, Bureau of Parks and Lands**, a governmental entity having a mailing address of 22 State House Station, Augusta, Maine 04333 (hereinafter referred to as the “**Holder**”, which word shall, unless the context clearly indicates otherwise, include the Holder’s successors and assigns; WMCF and Holder are each a “**Party**” and collectively, the “**Parties**”);

with QUITCLAIM COVENANTS, in perpetuity, the following described Conservation Easement (the “**Conservation Easement**” or “**Easement**”) on real estate in the Townships of West Forks Plantation, Lower Enchanted Township (T2 R5 BKP WKR) and Spencer Township (T3R5 BKP WKR); Somerset County, Maine, hereinafter referred to sometimes as the “**Protected Property**” and sometimes as the “**Property**”, and more particularly described in Exhibit A, and depicted on the plans set forth on Exhibit B, both attached hereto and made a part hereof by reference, for recreation and conservation purposes as follows:

III. PURPOSE

The people of the State of Maine have purchased this Conservation Easement to forever conserve the Protected Property for the following conservation purposes:

To protect in perpetuity the Protected Property's significant recreational, wildlife and ecological values for public benefit, especially the recreational trail between The Forks and Flagstaff Lake;

To protect rare and endangered species habitat, rare and exemplary natural communities and other significant wildlife values (including, without limitation, fisheries habitats and deer yards) and the natural, scenic, educational, scientific, recreational, historical and archaeological features of the Protected Property;

To conserve water quality, wetlands and riparian values of the Protected Property; and to maintain the fertility and quality of its soil; and

To assure the availability of the Protected Property for Traditional non-intensive outdoor recreation by the general public in accordance with applicable laws and regulations.

Grantor and Holder intend that this Conservation Easement will confine the use of the Protected Property to activities that are consistent with the purposes of this Conservation Easement.

IV. RECITALS

WHEREAS, the Grantor is the sole owner of the Protected Property, which consists of approximately *one thousand one hundred twenty and thirty four one hundredths (1120.34)* acres of substantially natural and undeveloped forested land including substantial shoreline on the Dead River; and

WHEREAS, the Protected Property is prominently visible from the Dead River and provides scenic enjoyment to the general public from that River; and

WHEREAS, the Dead River has ecological importance as important wildlife and fisheries habitat and development of the Protected Property in excess of that allowed in this Conservation Easement would have an adverse effect on the ecology of the area for the aforementioned species and uses; and

WHEREAS, the Protected Property contains popular recreational areas important to the people of the State of Maine, and preservation of the opportunity for continued public access and Traditional non-intensive outdoor recreation on the Protected Property by the general public consistent with the preservation and protection of the other conservation values of the Property and Grantor's reserved rights, is in the public interest;

WHEREAS, Western Mountains Charitable Foundation intends to create a non-motorized recreational corridor that will include the Hut System (defined herein) located within a day's travel along the trail to provide lodging, meals, overnight accommodation and sanitary facilities for the trail users. These lodges or huts, are only accessible by non-motorized modes of transportation and provide a destination for the trail user. This trail corridor is located in remote sections of Western Maine and traverses along a linear route. The route must be contiguous to provide an effective transportation corridor and convenient year round facility.

WHEREAS, the Bureau of Parks and Lands of the State of Maine Department of Conservation is authorized to acquire land and interests in land, with the consent of the Commissioner of the Department of Conservation, pursuant to M.R.S.A. Title 12, Section 1850, subsection 1.

WHEREAS, this Conservation Easement, including the easement for Traditional non-intensive outdoor recreation by the general public and the development and land use rights conveyed and hereby extinguished, has been purchased with funds from Land for Maine's Future Fund, established under **Title 5 Maine Revised Statutes Annotated, Chapter 353, Section 6200**, and pursuant to the terms of **P.L. 1999 c. 514, Sec. A-6**, to acquire lands or conservation easements and other interests in land of statewide significance that: (a) Contain recreation lands, prime physical features of the Maine landscape, areas of special scenic beauty, farmland or open space, undeveloped shorelines, wetlands, fragile mountain areas, or lands with other conservation or recreation values; (b) Provide habitat for plant or animal species or natural communities considered rare, threatened or endangered in the State; or (c) Provide access to recreation opportunities or to the above mentioned natural resources.

V. INCORPORATION OF PURPOSES & RECITALS

The above set forth recitals are incorporated by reference and made a part hereof. THEREFORE, in consideration of the foregoing recitals and purposes and for the benefit of the general public, the Grantor and Holder have established this Conservation Easement on, over and across the Protected Property consisting of the following terms, covenants, restrictions and affirmative rights granted to Holder, which shall run with and bind the Protected Property in perpetuity.

VI. RESTRICTIONS AND RESERVED RIGHTS

The Protected Property shall be used only for Traditional non-intensive outdoor recreation (defined herein) and for conservation by the general public, and for uses specifically reserved by Grantor in this Conservation Easement.

1. LAND USE:

- a. No residential, industrial, or commercial development, quarrying, mining, mineral development, energy generation installations, alteration of watercourses and water bodies, or building development activities are permitted on the Protected Property, except for Commercial Forest Management activities expressly reserved herein by Grantor and as otherwise expressly permitted herein. Notwithstanding the foregoing, WMCF reserves the right to grant, construct, locate, improve, repair, maintain and operate rights of way, easements and appurtenant structures and facilities for ingress and egress across the Property by foot, motor vehicle and equipment, to the Hut System, including easements for utility lines, wires, poles, pipes and appurtenances thereto.
- b. Without limiting the generality of the foregoing, residential housing units, campgrounds, condominiums, trailer parks, mobile homes, high-intensity lighting, motels or hotels, commercial advertising, billboards, towers, power generation or transmission facilities, antennas or equipment for telecommunications and/or radar, and use of the Protected Property as an aircraft landing site except in an emergency, all are specifically prohibited on the Protected Property.
- c. Discharge of waste water into surface or ground waters on the Protected Property is prohibited. It is forbidden to dispose of or store rubbish, garbage, building debris, unserviceable vehicles and equipment or parts thereof, hazardous or other waste, hazardous or toxic substance, or other unsightly or offensive waste material on the Protected Property, except that organic matter, compost and logging debris may be used, stored or disposed of in a manner not detrimental to the recreational and conservation values of the Protected Property, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, all in accordance with applicable state, local and federal laws and regulations.
- d. The right to use and to permit others to use the Protected Property and the improvements permitted under Section VI(3) for educational, scientific, charitable and benevolent purposes and non-motorized commercial and non-commercial recreational purposes;
- e. The right to manage and use and to permit others to manage and use the Protected Property as commercial timberland and to carry out Commercial Forest Management activities in accordance with Section VI(5) of this Easement;

- f. The right to rent the Protected Property and the improvements permitted under Section VI(2) for the uses permitted herein, so long as that any particular rental period shall not exceed fourteen (14) days;
- g. [intentionally omitted]
- h. The Grantor reserves all right, title and interest in and to the Property subject to the specific restrictions on the Grantor's use and subject to the specific rights granted to the Holder set forth in this Easement.
- i. In order to describe the present condition of the Protected Property and its natural and scenic resources so as to be able to monitor properly future uses of the Property and assure compliance with the terms hereof, Holder and Grantor will prepare an inventory of the Protected Property's relevant features and conditions (the "**Baseline Documentation**" hereinafter so called) and will certify the same as an accurate representation of the condition of the Protected Property as known to them as of the date of this grant and pursuant to a letter of counsel to the Parties of near even date.

2. **SUBDIVISION:**

A. The Protected Property shall remain in its current configuration, that is, seven (7) lots or parcels of land, under one ownership, and may not be further divided into parcels or lots, except for boundary adjustments to resolve *bona fide* boundary disputes. Grantor may enter into boundary line agreements to resolve bona fide boundary line disputes with the prior written consent of Holder which shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement shall not materially be reduced thereby without court order. Notwithstanding the foregoing, WMCF shall have the right to mortgage, pledge, grant, assign and convey the Property only as security for debt.

B. Notwithstanding the foregoing, any portion of the Protected Property may be conveyed to Holder or to another entity that meets the requirements set forth in Section VI(11), for permanent recreation and conservation ownership by such a qualified entity, subject to the terms of this Conservation Easement.

3. STRUCTURES:

As of the date of this grant, there are no structures on the Protected Property except as documented in the Baseline Documentation, which existing structures may be maintained and replaced with substantially similar structures in substantially the same locations, or as otherwise permitted hereinafter.

No additional structures of any kind, temporary or permanent, may be located on the Protected Property, except that Grantor reserves the following rights:

A. Minor Structures. Grantor reserves the right to install minor, small scale structures to enhance the opportunity for Traditional non-intensive outdoor recreation by the general public, and as necessary for the management of such recreation including but not limited to trail markers; small unlighted informational and interpretive signs; trail improvements such as steps, bog bridges, water bars, footbridges, platforms, and railings; wells and springs for fresh water supply, canoe platforms, outhauls, docks or piers, primitive campsites facilities and amenities, such as: fire rings, pit toilets, picnic tables, and temporary tents for camping; tent platforms; warming huts (each hut not to exceed four hundred (400) square feet in area); camping shelters; registration boxes; wildlife observation stations; study markers and grids; gates, barriers or fences to control unauthorized use, prevent access by motor vehicles, or protect fragile areas and areas under active management or study; provided that all such structures must be designed and located to blend with the natural surroundings and complement the natural and scenic features of the landscape. Grantor also reserves the right to install and maintain the following public recreation management structures and facilities: picnic facilities; portable or composting toilets or outhouses; parking lot structures in the parking area permitted under Section VI(4), Surface Alterations; registration and information kiosks; potable water facilities; and temporary tents for periodic events.

B. Utility Crossings. The easement will allow for utility crossings to access the Hut System; or with Holder's consent, which consent Holder shall not unreasonable withhold, delay or condition, and the recreation and conservation values of the Easement are not materially diminished.

4. SURFACE ALTERATIONS:

As of the date of this grant, there are no surface alterations on the Protected Property except for unpaved trails, skid trails, unpaved woods roads and timber landing areas, small gravel pits, stump dumps, fresh water

wells, erosion control systems, unpaved or paved roads and parking areas, alterations associated with existing structures, all of which are described in the Baseline Documentation.

No additional filling, dumping, excavation or other alteration may be made to the surface or subsurface of the Protected Property or to its surface or ground waters, or wetlands; except that the Grantor reserves the following rights, provided that in every case the disturbed surrounding area must be restored as soon as reasonably possible to a state consistent with the recreation and conservation values to be protected by this Conservation Easement.

A. Grantor reserves the right to maintain, repair, expand, relocate and improve existing surface alterations described above in this Section VI(4), and the right to alter the surface to the minimum extent necessary to exercise the rights reserved in Sections (VI) 3 and 5 herein.

B. Except where otherwise prohibited or restricted by this Easement, Grantor also has the right to excavate and use gravel and rock found within the Protected Property exclusively for construction and maintenance of trails permitted on the Protected Property, and on other, adjoining land owned by Grantor, and the Hut System; provided that the exposed mineral surface of any such gravel or borrow pit shall be limited to not more than one (1) acre of exposed mineral surface at any time, and shall be located sufficiently distant to protect wetlands, water bodies and fragile habitat from erosion or disturbance, and shall be located in such a manner as to minimize the impact on the scenic character, and shall be regraded and restored to a natural vegetated condition and appearance similar to its original condition within a reasonable time after use.

C. Grantor reserves the right, after prior written notice to the Holder, to permit limited excavation of the surface of the Protected Property for ecological, education, scientific research, or archeological investigation conducted under then current generally accepted professional standards and without adverse impact to the recreational and conservation values protected by this Easement.

Notwithstanding any of the foregoing, Grantor reserves the right to locate, construct, maintain, repair, relocate and improve trails for recreational and management access over and across the Property.

5. **FOREST MANAGEMENT.** Grantor reserves the right to use the Property for Commercial Forest Management subject to applicable laws and regulations and in a manner that assures the continuing and sustained

ability of the Protected Property and its soils to support healthy and vigorous forest growth and allows for control and prevention of fire and disease, eradication of invasive species, wildlife habitat improvement and forest health and biological diversity, in accordance the provisions of this Section 5. Commercial Forest Management will utilize ecologically sustainable forest management practices and must be designed and implement to ensure a continuing, renewable and long term-term harvest of forest products, consistent with the protections of the recreation and conservation values of the Protected Property. Further provided, Grantor's forest management shall comply with the following:

- Zone 1: 0 Feet to 250 Feet Within the zone generally between 0 Feet and 250 Feet from the normal high watermark of the shore and within 250 feet of the primary trail, the Grantor may harvest timber or conduct other Commercial Forest Management activities in this area only with prior written Holder approval.
- Zone 2: 250 Feet to 660 Feet Except as provided under Zone 1, within the zone between 250 feet and 660 feet from the normal high watermark of the shore, Grantor shall retain silvicultural, Commercial Forest Management and timber harvesting rights provided that timber harvesting activities are conducted in a manner that retains a minimum basal area (as measured on residual trees six (6) inches in diameter and larger measured at four and on-half (4 ½) feet above ground level within any contiguous forest typed hardwood, softwood, or mixed wood stand within this zone, as follows: hardwood stands, minimum sixty (60) share feet basal area; softwood stands, minimum one hundred (100) share feet basal area; mixed wood stands, minimum eight (80) feet basal area. In addition, no more than thirty percent (30%) of the volume of trees six (6) inches and larger (diameter measured at four and one-half (4 ½) feet above ground level) may be removed in any ten-year period within any contiguous harvest area within this zone. Removal of any trees less than six (6) inches in diameter, measured as above is permitted if otherwise in conformance with terms and conditions stipulated above. For the purpose of these terms and conditions, volume may be determined as being equivalent to basal area.
- Zone 3: 660 Feet to Property Boundary Except as provided under Zone 1, within the area 660 feet from the normal highwater mark of the

shore and the Property Boundary, Grantor shall retain all silvicultural, Commercial Forest Management and timber harvesting rights except that clear-cuts may be applied only for recreation, wildlife habitat, natural disasters or salvage circumstances, upon review and approval of both Parties.

6. PUBLIC ACCESS

A. Grantor hereby grants to the Holder the right of public pedestrian access over and across the Protected Property for Traditional, non-intensive outdoor recreation by the general public as provided herein. To this end, Grantor agrees to take no action to prohibit or discourage access to the Protected Property or to inhibit Traditional, non-intensive outdoor recreation by the general public except as provided for herein.

B. The Parties recognize that management of the public access and recreational uses of the Property involves significant ongoing costs, including, but not limited to, insurance, road and trail maintenance, repair, relocation, reconstruction and grooming, personnel costs, the cost of search and rescue activities the costs of facility maintenance, development and repair and of any real estate, fixtures, structures, and personal property located thereon, and real and forest excise taxes, or payments in lieu thereof, that may be incurred by WMCF. Therefore, WMCF may charge and collect fees for the use of WMCF's recreational improvements, provided that such fees do not unreasonably restrict pedestrian access on and across the Property and that such fees are comparable to those charged at other similar facilities in Maine. Under no circumstances may the Grantor retain or allow exclusive use of the Protected Property to any person or entity for such recreational purposes.

C. Consistent with the provisions of P.L. 1999, c. 514, sec A(6) and Title 5 M.R.S.A. § 6200 and other applicable law, Grantor has the right to make reasonable rules and regulations for any of the following uses for public recreation: night use; camping; loud activities; open fires; use of motor vehicles except as provided in this Easement; access by domesticated animals or pets; any use that may interfere with or be harmful to members of the public using the Protected Property, the conservation values of the Protected Property, or the proper exercise of Grantor's reserved rights. Grantor also has the right to temporarily restrict public access on limited areas of the Protected Property to protect fragile areas under study, or for safety purposes of other permitted management activities that may pose a hazard to recreational users; such right of Grantor may be exercised only following thirty (30) days' prior notice to Holder except in an emergency in

which case notice to Holder shall be as soon as practicable. Grantor also has the right to temporarily restrict public access on the roads of the Protected Property during periods of water-saturated soils to prevent road damage. Holder and Grantor may agree in writing to restrict access and use of the Protected Property by the general public for other purposes, but only to the extent and for the duration necessary to assure safety, to permit necessary maintenance, or to preserve important scenic, ecological, or other conservation values of the Protected Property. Nothing herein shall restrict the use of snowmobiles and motorized vehicles upon designated trails located on the Property provided that such use is with the prior written consent of the Grantor and the Holder. The Grantor and the Holder will develop mutually agreeable guidelines governing hunting, fishing, or trapping on suitable portions of the Protected Property, while recognizing that hunting and setting traps within recreational trails may require limitations to ensure public safety.

7. DEFINITIONS:

- A. "Commercial Forest Management" is defined as the planting, growing, cultivation, stocking, and cutting of trees and other forest products, and includes timber cruising, resource evaluation, herbicide, pesticide and fertilizer application, timber stand improvement, pruning, mechanical and conventional timber harvesting and other forest harvesting, forest products transportation, natural and artificial regeneration of forest stands, maple sugaring, other substantially similar and associated activities, and the construction, creation, use and maintenance of woods roads, skid trails and winter haul roads, turnouts, timber landings and crossings of flowing waters for such purposes, all as consistent with the terms of this Conservation Easement.
- B. "Hut System" shall mean WMCF's ownership, construction, location, installation, improvement, relocation, repair, maintenance and operation of a series of backcountry huts for the provision of overnight lodging, food service, sanitary services, retail, education, scientific, charitable and benevolent purposes for and to the public and others provided that none of these backcountry huts are to be located on the Protected Property.
- C. "Traditional, non-intensive outdoor recreation" is defined as dispersed, non-commercial, non-exclusive, and non-motorized public recreational activities that do not generally rely on buildings or spectator facilities. Such uses include hunting, fishing, trapping, hiking, nature observation, picnicking, boating, cross country skiing,

snow-shoeing, bicycling, horseback riding, swimming, primitive non-commercial camping, and outdoor education and nature study, including scientific and archeological research and observation, and enjoyment of open space. The incidental use of the Protected Property by the general public supported by paid guides or outfitters shall not be deemed commercial use. Establishment of approved permits and access fees for use of permitted campsites and other permitted recreational facilities shall not be deemed exclusive use. This term shall also include use of the property by snowmobiles provided that such use shall be subject to prior written consent of the Grantor and Holder.

- D. "Normal high watermark of the shore" means that line on the shore of tidal or fresh water bodies which is apparent from visible markings, changes in the character of soils due to due to the prolonged action of the water or changes in vegetation, and which distinguishes between predominantly aquatic and predominantly terrestrial land. In places where the shore or bank is of such character that the high watermark cannot be easily determined (rockslides, ledges, rapidly eroding or slumping banks), the normal high watermark will be estimated from places where it can be determined by the above method. Distances from the normal high water mark will be determined by horizontal measurement.
- E. "Wetland" means any area saturated or inundated by water at a frequency or for a duration sufficient to support, and which under normal circumstances does support, vegetation typically adapted for life in saturated soils, or any land below an identifiable debris line left by water action, and any land with vegetation present that is tolerant of salt water and occurs primarily in salt water or estuarine habitat. The "upland edge" of a wetland is the boundary between upland and wetland, and not the edge of open water.

8. NOTICES.

A. Any notices to Holder required in this Conservation Easement shall be sent by registered or certified mail, or other courier providing reliable proof of delivery, to the following person and address or such other person or address as may be hereafter specified by notice in writing to: Commissioner, Maine Department of Conservation, 22 State House Station, Augusta, Maine 04333-0022. All other communication shall be made by reasonable means under the circumstances.

Such notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement and the purposes hereof.

B. Any notices to Grantor required by this Conservation Easement shall be sent by registered or certified mail, or other courier providing reliable proof of delivery, to the Grantor's designee at the following address, or to such other person or address as may be hereafter specified by notice in writing to President, Western Mountains Charitable Foundation, 75 Main Street, Kingfield, Maine 04947. All other communication shall be made by reasonable means under the circumstances.

Such notices to Grantor or requests for Grantor consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable Grantor to determine whether proposed plans are consistent with the terms of this Conservation Easement and the purposes hereof.

Any Party may change its designee for notice by providing notice in the manner set forth above. Any Party shall give notice of a transfer of its right, title and interest, or any portion thereof, in and to the Property and the Easement, in the manner set forth above.

9. COSTS AND LIABILITIES

A. Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any of Grantor's uses thereof, and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor shall keep the Protected Property free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

B. Grantor acknowledges that Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property. Grantor shall indemnify, defend and hold Holder harmless from and against any and all liabilities, costs, damages or expenses of any kind that Holder may suffer or incur as a result of or arising out of the activities of Grantor or any other person other than the Holder on the Protected Property.

C. Grantor shall have responsibility, and the Holder shall have no responsibility whatsoever, for the operation of the Property, the monitoring of hazardous and other conditions thereon. Notwithstanding any other provision of this Easement to the contrary, the Parties do not intend and this Easement shall not be construed such that: (1) it creates in the Holder the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, Sections 9601 *et seq.*) or any successor or related law; (2) it creates in the Holder obligations or liabilities of a person described in 42 United States Code Section 9607(a)(3) or any successor or related law; or (3) the Holder has any control over the Grantor's ability to investigate and remediate any hazardous materials associated with the Property. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous substances.

10. **HOLDER'S AFFIRMATIVE RIGHTS.**

A. In a reasonable manner, Holder has the right to enter the Protected Property for inspection and monitoring purposes and for enforcement of the terms of this Easement.

B. Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including without limitation the right to require the restoration of the Protected Property to a condition in compliance herewith and receive damages for irreparable harm due to violation hereof. In the event that Holder becomes aware of a violation or threatened violation of the terms of this Easement, Holder shall give written notice to Grantor and request that Grantor take corrective action sufficient to cure the violation or prevent the threatened violation, except where emergency circumstances or prevention of a threatened breach of this Conservation Easement require more immediate enforcement action. Holder may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from natural causes or environmental catastrophe beyond Grantor's control, including, but not limited to fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the Parties) determines that this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court

costs, reasonable attorney's fees, and any other payments ordered by such Court or decision maker.

C. It is Grantor's obligation to locate and keep the boundaries of the Protected Property and any Land Use Areas identified in Section 1, clearly marked on the ground before undertaking any actions that are restricted by this Conservation Easement in the vicinity of such boundary.

D. Holder has the right, after consultation with Grantor, to install and maintain small unlighted signs visible from public vantage points, to identify Holder and inform the public and abutting property owners that the Protected Property is under the protection of this grant.

11. CONSERVATION EASEMENT REQUIREMENTS UNDER FEDERAL LAWS AND REGULATIONS.

A. Conservation Purposes. This Conservation Easement is established exclusively for conservation purposes consistent with the provisions of the Internal Revenue Code, as amended (hereinafter referred to as the "Code") at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055, and 2522, and under Treasury Regulations at Title 26 C.F.R. §1.170A-14 *et seq.*, as amended.

B. Qualified Donee. The Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(A) and under Internal Revenue Code Section 170(h)3, to wit: a governmental entity with the commitment to preserve the conservation values of the Protected Property.

C. Assignment Limitation. This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation purposes of this grant.

D. Proceeds Clause. The Parties agree that the grant of this Conservation Easement creates a property right vesting immediately in Holder. At the time of this grant, Holder's property right has a fair market value equal to the amount by which the fair market appraisal value of the Protected Property unrestricted by this Conservation Easement is reduced by the terms and conditions imposed by this Conservation Easement. The Parties further agree that the future value of Holder's property right in the

Protected Property may increase to a greater extent than the future value of Grantor's property right.

In the event that this Conservation Easement is extinguished or reduced by judicial decree, eminent domain or other legal authority for which action the parties are entitled to receive compensation, the Parties agree that notwithstanding any other valuation process proposed to calculate compensation due to the Parties by the entity accomplishing the extinguishment or reduction, Holder shall be entitled to that portion of the proceeds of such sale, exchange or conversion equal to the amount by which the fair market appraisal value of the Protected Property unrestricted by this Conservation Easement is reduced by the terms and conditions imposed by this Conservation Easement as of the date of such extinguishment or reduction.

Whenever all or part of the Protected Property is taken in the exercise of eminent domain so as to abrogate the restrictions imposed by this Conservation Easement, the Parties shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All proceeds shall be divided in accordance with the proportionate value of Grantor's and Holder's interests as specified in this Subsection. Holder's share of proceeds will not include value attributable to authorized improvements made and paid for by Grantor after the date of this grant except as to improvements made by or at the expense of Holder

12. GENERAL PROVISIONS.

A. **Applicable Law.** This Conservation Easement is created pursuant to the Uniform Conservation Easement Act at Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-B, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine.

B. **Interpretation.** If uncertainty should arise in the interpretation of this Conservation Easement, judgment should be made in favor of accomplishing the recreational and conservation purposes of this grant. Nothing in this Conservation Easement should be construed to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government or governmental agency having jurisdiction over the Protected Property or to prohibit the imposition of further land use restrictions by the agreement of the Parties, or by operation of law.

C. Compliance. A person's obligation hereunder as Grantor, or successor owner of the Protected Property, will cease, if and when such person or entity ceases to have any present, partial, contingent, collateral or future interest in the Protected Property, but only to the extent that the Protected Property is then in compliance herewith. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer; provided that the new owner shall also be responsible for bringing the Property into compliance unless Holder releases the new owner. Within ten (10) days of Grantor's request, Holder will provide certificates in customary form to third parties, indicating the extent to which, to Holder's knowledge, there is compliance of the Easement.

D. Severability. If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance shall remain valid.

E. Amendment and Discretionary Consents. Grantor and Holder acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Easement. Holder therefore may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Easement or (b) alterations in existing uses or structures, are consistent with the Purposes of this Easement. Any legally permissible amendment hereto, and any discretionary consent by Holder contemplated by this Conservation Easement, may be granted only if the Holder has determined in its reasonable discretion, that the proposed use furthers or is not inconsistent with the purposes of this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement on the recreational and conservation values of the Protected Property. Holder has no right or power to consent to any use that would result in building development on the Protected Property other than that which is expressly allowed herein, or that would be inconsistent with the Purposes of this Conservation Easement or limit the term or terminate this Conservation Easement, or that would impair the qualification of this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S.A. Section 476 et seq., and/or Section 170(h) or 501(c)(3) of the Internal Revenue Code, or successor provisions thereof.

F. Liens Subordinated. Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property, except any listed in Exhibit A, which liens are subordinate to all of Holder's rights under this Conservation Easement. Grantor has the right to use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose are subordinate to all of Holder's rights under this Conservation Easement. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any lien or other interest in the Property.

G. Grantor's right to further conservation actions. Subject to the provisions of P.L. 1999, c. 514, sec. A-6 and 5 M.R.S.A. § 6200, nothing contained in this Easement shall be construed either to limit the Grantor's rights to take additional conservation actions to protect the resources and conservation values of the Protected Property, such as further restrictions on the use of all or a portion of the Protected Property, or to limit the Grantor's right to cease managing the Property for commercial forestry activities.

H. Rights and immunities. Grantor and Holder claim all of the rights and immunities against liability to the fullest extent of the law under Title 14 M.R.S.A., Section 159-A *et seq.* as amended and any successor provisions thereof (Maine Recreational Use Statute), and Title 14 M.R.S.A. Section 8101 *et seq.* as amended and any successor provisions thereof, (Maine Tort Claims Act), and under any other applicable provision of law.

I. Standing to Enforce. Only the State of Maine and Grantor may bring an action to enforce this grant, and nothing herein should be construed to grant the public standing to bring an action hereunder, nor any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Property acquired by common law, adverse possession, prescription or other law, independently of this grant.

J. Reasonable Control of Access. Grantor reserves the right to reasonably control, by posting and other means, any use not specifically granted to the Holder herein, which may unreasonably interfere with the proper exercise of Grantor's reserved rights. Grantor may exercise this right following reasonable, prior notice to Holder and an opportunity to comment, except in an emergency, in which case notice to Holder shall be as soon thereafter as possible. As part of this right, Grantor may temporarily restrict public access on areas of the Protected Property for safety purposes during active timber harvesting or other permitted

management activities that may pose a hazard to recreational users. Grantor may temporarily restrict public access on areas of the Protected Property to prevent degradation of the roads during periods of water-saturated soils. Holder and Grantor may agree in writing to restrict access and use of the Protected Property by the general public for other purposes, but only to the extent and for the duration necessary to assure safety, to permit necessary maintenance, or to preserve important scenic, ecological, and other conservation values of the Protected Property.

K. Additional Grant of Access Rights Not Limited. Nothing in this Easement should be construed to preclude Grantor's right to grant additional easements and rights of way, including but not limited to public access on, over or across the Protected Property, for Traditional, non-intensive, outdoor recreation by the general public, provided that such use does not conflict with the recreational and conservation values of the Protected Property.

L. Holder's ability to exercise rights. The Parties acknowledge that the ability of the Holder to exercise the rights or carry out the duties of the Holder hereunder, including, without limitation, the operation and maintenance of any recreational improvements on the Protected Property, are subject to the availability of moneys appropriated or otherwise available to the Holder and designated for such purposes.

M. Non Waiver. The failure or delay of the Holder, for any reason whatsoever, to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute laches or a waiver or estoppel of its rights to do so at a later time.

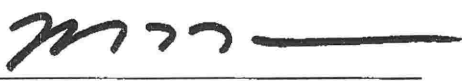
VII. HABENDUM AND SIGNATURES


TO HAVE AND TO HOLD the said Conservation Easement unto the said Holder and its successors and assigns forever.

IN WITNESS WHEREOF, Grantor, Western Mountains Charitable Foundation, has caused this Conservation Easement be signed and sealed in its corporate name by Larry Warren, its President, hereunto duly authorized, this 30th day of November, 2007.

WITNESS:

**WESTERN MOUNTAINS
CHARITABLE FOUNDATION**




By: 
Larry Warren, President

VIII. ACKNOWLEDGEMENT

STATE OF MAINE
COUNTY OF Kennebec

November 30, 2007

Personally appeared the above-named Larry Warren, President of Western Mountains Charitable Foundation and acknowledged before me the foregoing instrument to be his free act and deed in his capacity and the free act and deed of said foundation.


~~Notary Public or~~ Maine Attorney at Law

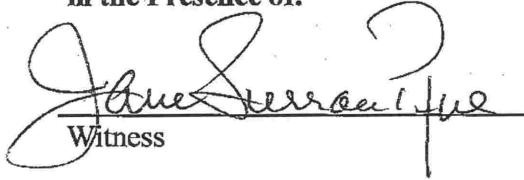
Print or type name as signed

**Michael L. Lane
Attorney at Law**

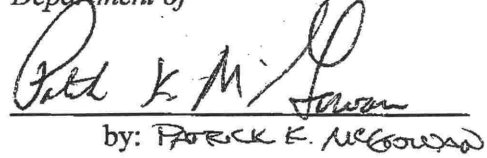
IX. HOLDER ACCEPTANCE.

Pursuant to M.R.S.A. Title 12, Section 1350 (1)
~~PATRICK K. MCGOWAN~~ Commissioner of the Department of ~~Conservation~~ hereby gives
consent to acquisition by the STATE OF MAINE, Department of Conservation
of the above and foregoing Conservation Easement. Executed this 30th day of November
2007.

Signed Sealed & Delivered
in the Presence of:


Witness

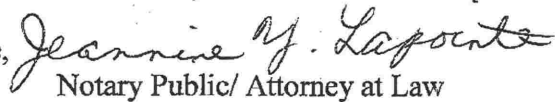
STATE OF MAINE
Department of


by: PATRICK K. MCGOWAN

its Commissioner

STATE OF MAINE
COUNTY OF KENNEBEC, ss.
Date: November 30, 2007

Personally appeared the above-named ^{McGowan} Patrick K. ~~McGowan~~, Commissioner of the
Maine Department of Conservation, and acknowledged acceptance of the above
and foregoing Conservation Easement as her/his free act and deed in said
capacity, and the free act and deed of the STATE OF MAINE.

Before me, 
Notary Public/ Attorney at Law

Please Print or Type Name

JEANNINE Y. LAPOINTE
Notary Public • Maine
My Commission Expires September 5, 2010

SEAL

X. ATTACHMENTS TO CONSERVATION EASEMENT

EXHIBIT A

Legal Description of the Protected Property

EXHIBIT B

Plan of the Protected Property

EXHIBIT A
Legal Description of the Protected Property

Parcel 1

Lower Enchanted

A certain lot or parcel of land situated on the northerly side of the Dead River, so-called, in Lower Enchanted Township (T2 R5 BKP WKR), Somerset County, Maine, bounded and described as follows:

Beginning at a point marked by a wood post found on the westerly line of land conveyed to Central Maine Power Company (reference a deed dated May 1, 1923 recorded in the Somerset County Registry of Deeds in Book 373, Page 250);

Thence, southerly on a course of S 11°-56'-13" E along the westerly line of land of Central Maine Power Company an approximate distance of two hundred sixty-one and seventy-seven hundredths (261.77) feet to the thread of the Dead River;

Thence, westerly, southwesterly and southerly along the thread of the Dead River (having a tie line distance of twenty-three thousand five hundred forty-eight and eighty-seven hundredths (23,548.87) feet on a course of S 64°21 '15" W) an approximate distance of twenty-seven thousand two hundred fifty-four and thirty-one hundredths (27,254.31) feet to a point on the easterly town line boundary of Spencer Township (T3 R5 BKP WKR), being the easterly line of land of Tract 6 in deeds from Kennebec West Forest L.L.C. to Penobscot Forest L.L.C. dated January 20, 2005 and recorded in the Somerset County Registry of Deeds in Book 3458, Page 61 and Book 3458, Page 72;

Thence, northerly on a course of N 11°-05'-29" W along the easterly line of Tract 6, being the Township boundary between Spencer and Lower Enchanted a distance of seven hundred fifty-four and twenty-one hundredths (754.21) feet to a point marked by a ½" iron rebar found, said point is located a distance of five thousand forty-two and twelve hundredths (5042.12) feet on a course of S 11°-05'-29" E from a 4" square wood post inscribed "T/L" found on the northerly side of the Lower Enchanted Road, so-called, said point further described as being on the easterly line of Tract 6 as conveyed in deeds from Kennebec West Forest L.L.C. to Penobscot Forest L.L.C. dated January 20, 2005 and recorded in the Somerset County Registry of Deeds in Book 3458, Page 61 and Book 3458, Page 72;

Thence, easterly, northeasterly, northerly and easterly through land conveyed to Penobscot Forest L.L.C. by deeds from Kennebec West Forest L.L.C. dated January 20, 2005 and recorded in the Somerset County Registry of Deeds in Book

3458, Page 61 and Book 3458, Page 72 (Tract 5) on the following courses and distances:

N 85°-06'-03" E one thousand one hundred twenty-one and forty-six hundredths (1121.46) feet to a point marked by a ½" iron rebar found; S 57°-27'-22" E nine hundred seventeen and fifty hundredths (917.50) feet to a point marked by a ½" iron rebar found; N 54°-56'-02" E three thousand nine hundred ninety-four and eighty-five hundredths (3994.85) feet to a point marked by a ½" iron rebar found; N 74°-25'-54" E one thousand five hundred seven and forty hundredths (1507.40) feet to a point marked by a ½" iron rebar found; N 58°-31'-00" E two thousand two hundred thirty-one and twenty-four hundredths (2231.24) feet to a point marked by a ¾" capped iron rebar set; N 07°-29' -16" W one thousand eight hundred ninety-four and eighty-three hundredths (1894.83) feet to a point marked by a ½" iron rebar found; N 42°-12'-47" E three thousand forty and ninety-three hundredths (3040.93) feet to a point marked by a ½" iron rebar found; N 55°-09'-32" E three thousand nine hundred sixty-seven and fifty-four hundredths (3967.54) feet to a point marked by a 1/2" iron rebar found; N 77°-10'-32" E four thousand six hundred thirteen and eighty-three hundredths (4613.83) feet to a point marked by a ¾" capped iron rebar set; N 89°-59'-28" E three thousand three and forty-nine hundredths (3003.49) feet to a point marked by a ¾" capped iron rebar set on the westerly line of land conveyed to Bayroot LLC by deed from MeadWestVaco dated November 21, 2003 recorded in the Somerset County Registry of Deeds in Book 3237, Page 181;

Thence, southerly on a course of S 11 °-56' -13" E along the westerly line of land of Bayroot LLC and land of Central Maine Power Company a distance of one thousand two hundred seven and thirty-one hundredths (1207.31) feet to the point and place of beginning.

Parcel 2

Spencer Township

A certain lot or parcel of land situated on the northerly side of the Dead River, so-called, in the Township of Spencer (T3 R5 BKP WKR), Somerset County, Maine, bounded and described as follows:

Beginning at a point marked by a ½" iron rod found on the township boundary between Spencer and Lower Enchanted, said point being located a distance of five thousand forty-two and twelve hundredths (5042.12) feet on a course of S 11 °-05'-29" E from a 4" square wood post inscribed "T/L" on the northerly side of the Lower Enchanted Road, so-called, said point further described as being on the westerly line of Tract 5 as conveyed in deeds from Kennebec West Forest L.L.C. to Penobscot Forest L.L.C. dated January 20, 2005 and recorded in the Somerset County Registry of Deeds in Book 3458, Page 61 and Book 3458, Page 72;

Thence, southerly on a course of S 11 °-05'-29" E along the township boundary between Spencer and Lower Enchanted a distance of seven hundred fifty-four and twenty-one hundredths (754.21) feet to a point located on the thread of the Dead River;

Thence, westerly along the thread of the Dead River (having a tie line distance of two thousand seven hundred nineteen and eight hundredths (2719.08) feet on a course of S 77°-29'-05" W) an approximate distance of two thousand seven hundred seventy-five and ninety-two hundredths (2775.92) feet to a point;

Thence, northerly on a course of N 02°-41' -59" E through land conveyed to Penobscot Forest L.L.C. by deeds from Kennebec West Forest L.L.C. dated January 20, 2005 and recorded in the Somerset County Registry of Deeds in Book 3458, Page 61 and Book 3458, Page 72 (Tract 6) a distance of one hundred ninety-seven and sixty-four hundredths (197.64) feet to a point marked by a ¾" capped iron rebar set;

Thence, continuing on the same course of N 02°-41'-59" E through land of Penobscot Forest L.L.C. a distance of six hundred sixty-two and twenty-seven hundredths (662.27) feet to a point marked by a ½" iron rebar found;

Thence, easterly on a course of N 79°-12' -47" E continuing through land of Penobscot Forest L.L.C. a distance of two thousand five hundred thirteen and twenty-nine hundredths (2513.29) feet to the point and place of beginning.

EXCEPTING from all that strip of land, if any, located between the northerly bank of the Dead River and said thread of the Dead River not formerly titled to Penobscot Forest L.L.C.

Bearings are referenced to Grid North NAD83 UTM19.

All monumentation noted as ¾" capped iron rebar set are topped with an orange plastic cap inscribed S.W. Gould PLS 2318.

Reference is to be made to a plat entitled BOUNDARY SURVEY PREPARED FOR THE CONVEYANCE OF LAND BY PENOBSCOT FOREST L.L.C., dated November 29, 2005, prepared by Sackett & Brake Survey, Inc., project number 2005135, recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 2.

Parcel 3

Lower Enchanted Township:

Certain lots or parcels of land located in Lower Enchanted Township (T2 R5 BKP WKR) and in West Forks Plantation (T1 R5 BKP WKR), Somerset County, Maine (collectively the "Property") more particularly bounded and described as follows:

Certain lots or parcels of land located in Lower Enchanted Township (T2 R5 BKP WKR), Somerset County, Maine depicted on a plat entitled BOUNDARY SURVEY PREPARED FOR THE CONVEYANCE OF LAND BY BAYROOT LLC, SHEET 1 OF 2, dated August 14, 2006, prepared by Sackett & Brake Survey, Inc., drawing number 2006151, as part of project number 2005153, recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 134 (the "Plat"), and being more particularly bounded and described as follows:

Parcel A

Being Parcel A as delineated on the Plat, said Parcel A is bounded and described more particularly, as follows:

Beginning on the northerly line of land of Central Maine Power Company (reference a deed dated May 1, 1923 recorded in the Somerset County Registry of Deeds in Book 373, Page 250) at Point A as designated on said Plat, said point is marked by a $\frac{3}{4}$ " capped iron rebar set, also said point being located two hundred fifty-five and zero hundredths (255.00) feet on a course of S 61°-01'-50" E from a $\frac{3}{4}$ " capped (#1318) iron rebar found three and fifty-three hundredths (3.53) feet on a course of S 61°-01'-50" E from an unmonumented point located on the easterly line of land conveyed to Western Mountains Foundation by a deed from Penobscot Forest LLC, dated December 27, 2005, recorded in the Somerset County Registry of Deeds in Book 3651, Page 074;

Thence, easterly, southeasterly and northerly through land conveyed to Bayroot LLC by a deed from MeadWestvaco Oxford Corporation, dated November 21, 2003, recorded in the Somerset County Registry of Deeds in Book 3237, Page 181 on the following courses and distances:

S 80°-55'-01" E one thousand one hundred thirteen and ninety-eight hundredths (1113.98) feet to a point marked by a $\frac{3}{4}$ " capped iron rebar set;

N 88°-48'-58" E nine hundred seventeen and forty-two hundredths (917.42) feet to a point marked by a $\frac{3}{4}$ " capped iron rebar set;

S 42°-34'-52" E two hundred ninety and sixty-four hundredths (290.64) feet to a point marked by a $\frac{3}{4}$ " capped iron rebar set;

S 70°-38'-09" E one thousand eight hundred fifty-three and fifty-two hundredths (1853.52) feet to a point marked by a $\frac{3}{4}$ " capped iron rebar set;

N 83°-16'-26" E four hundred eighty-six and thirty-nine hundredths (486.39) feet to a point marked by a $\frac{3}{4}$ " capped iron rebar set;

N 00°-23'-32" E four hundred forty-seven and seventy-one hundredths (447.71) feet to a point marked by a $\frac{3}{4}$ " capped iron rebar set on the southwesterly line of land of Central Maine Power Company, being Point B as designated on the Plat;

Thence, southeasterly, southerly and westerly along a blazed line (created 1995) on the following courses and distances:

S 57°-01'-50" E one hundred seventy-four and forty-three hundredths (174.43) feet;
S 57°-01'-50" E thirty-one and fifty hundredths (31.50) feet;
S 34°-31'-50" E one hundred ninety-seven and ninety-seven hundredths (197.97) feet;
S 33°-58'-10" W one hundred nineteen and ninety-two hundredths (119.92) feet;
S 19°-58'-10" W one hundred twenty-seven and sixty-two hundredths (127.62) feet;
S 34°-28'-10" W eighty-two and twenty-three hundredths (82.23) feet;
S 62°-58'-10" W one hundred twenty-one and forty-eight hundredths (121.48) feet;
S 88°-28'-10" W one hundred fifty-seven and twenty-three hundredths (157.23) feet;
S 87°-28'-10" W one hundred sixty-two and one hundredths (162.01) feet;
S 80°-58'-10" W one hundred seventy and thirty-five hundredths (170.35) feet;
S 80°-58'-10" W sixty-six and forty-two hundredths (66.42) feet;
N 85°-31'-50" W one hundred thirty-two and seventy-eight hundredths (132.78) feet;
N 67°-31'-50" W one hundred fifty-four and sixty-one hundredths (154.61) feet;
N 84°-01'-50" W one hundred thirty-eight and fifty-four hundredths (138.54) feet;
N 60°-31'-50" W one hundred seventy-eight and ninety-six hundredths (178.96) feet;
N 53°-31'-50" W one hundred thirteen and zero hundredths (113.00) feet;
N 71°-01'-50" W one hundred eighty-six and forty-four hundredths (186.44) feet;
N 71°-01'-50" W seventy-one and ten hundredths (71.10) feet;
N 59°-01'-50" W one hundred sixty-seven and forty hundredths (167.40) feet;
N 72°-01'-50" W one hundred fifty-six and fifteen hundredths (156.15) feet;
N 69°-31'-50" W seventy-three and ninety-two hundredths (73.92) feet;
N 67°-01'-50" W one hundred ninety-four and twenty-three hundredths (194.23) feet;
N 63°-01'-50" W ninety-three and seventy hundredths (93.70) feet;
N 70°-01'-50" W one hundred thirty-one and seventy hundredths (131.70) feet;
N 62°-31'-50" W eighty-nine and twenty-nine hundredths (89.29) feet;
N 66°-01'-50" W one hundred sixty-six and fifty-six hundredths (166.56) feet;
N 54°-01'-50" W ninety-five and eighty-six hundredths (95.86) feet;
N 86°-01'-50" W fifty-six and ninety-eight hundredths (56.98) feet;
S 77°-58'-10" W one hundred forty-four and ninety-one hundredths (144.91) feet;
N 70°-01'-50" W one hundred eighty-three and forty-five hundredths (183.45) feet;
N 70°-01'-50" W nineteen and ninety hundredths (19.90) feet;
N 76°-01'-50" W one hundred eighty and eighty-five hundredths (180.85) feet;

S 75°-28'-10" W one hundred sixty-three and twenty-eight hundredths (163.28) feet;
 S 65°-58'-10" W one hundred sixty-two and forty-one hundredths (162.41) feet;
 N 82°-01'-50" W one hundred eighty-three and eighty hundredths (183.80) feet;
 N 82°-01'-50" W thirty-nine and eighty-five hundredths (39.85) feet;
 N 55°-31'-50" W one hundred twenty-three and twelve hundredths (123.12) feet;
 N 54°-31'-50" W one hundred fifty-four and ninety-eight hundredths (154.98) feet;
 N 66°-01'-50" W fifty-two and forty-seven hundredths (52.47) feet;
 S 74°-58'-10" W one hundred sixty-two and eighty-eight hundredths (162.88) feet;
 N 80°-01'-50" W seventy-nine and twenty-nine hundredths (79.29) feet;
 N 65°-01'-50" W one hundred seven and sixty-eight hundredths (107.68) feet;
 N 70°-01'-50" W forty-eight and three hundredths (48.03) feet;
 N 59°-01'-50" W sixty-six and eighteen hundredths (66.18) feet;
 N 62°-31'-50" W one hundred fourteen and fifty-eight hundredths (114.58) feet;
 N 64°-01'-50" W fifty-five and eighty-four hundredths (55.84) feet to the point and place of beginning.

Parcel B

Being Parcel B as delineated on the Plat, said Parcel B is bounded and described more particularly, as follows:

Beginning at Point C as shown on said plat, Point C being located at a ¾" capped iron rebar set on the easterly line of land conveyed to Central Maine Power Company (reference a deed dated May 1, 1923, recorded in the Somerset County Registry of Deeds in Book 373, Page 250), said point being further described as being a distance of one thousand two hundred twelve and sixty-nine hundredths (1212.69) feet on a course of N 00°-23'-23" E from Point B as shown on said plat;

Thence, southwesterly, southerly and easterly through land conveyed to Bayroot LLC by said deed recorded in Book 3237, Page 181 on the following courses and distances:

S 65°-30'-29" E eight hundred sixty-eight and fourteen hundredths (868.14) feet to a point marked by a ¾" capped iron rebar set;
 S 05°-45'-19" E two hundred sixty-one and eighty-seven hundredths (261.87) feet to a point marked by a ¾" capped iron rebar set;
 N 75°-54'-52" E two hundred fifty-five and ninety-four hundredths (255.94) feet to a point marked by a ¾" capped iron rebar set;
 S 76°-44'-09" E one hundred forty-three and twenty-two hundredths (143.22) feet to a point marked by a ¾" capped iron rebar set on the northerly line of land of Central Maine Power Company, being Point D as designated on the Plat;

Thence, northerly and northwesterly along the northerly line of land of Central Maine Power Company following a blazed boundary line on the following courses and distances:

S 54°-38'-51" W eighty-three and twenty-three hundredths (83.23) feet;
 N 34°-58'-08" W six and seventy-three hundredths (6.73) feet;
 S 76°-09'-54" W eighty-two and five hundredths (82.05) feet;
 S 66°-39'-54" W one hundred fifty-two and forty-one hundredths (152.41) feet;
 S 66°-39'-54" W eighty-nine and fifteen hundredths (89.15) feet;
 N 44°-50'-06" W one hundred twelve and ninety-eight hundredths (112.98) feet;
 N 26°-20'-06" W one hundred forty-four and thirty hundredths (144.30) feet;
 N 34°-50'-06" W one hundred twenty-six and eighty-nine hundredths (126.89) feet;
 N 78°-20'-06" W one hundred one and thirty hundredths (101.30) feet;
 N 75°-20'-06" W one hundred fifty-nine and eighteen hundredths (159.18) feet;
 N 58°-20'-06" W one hundred sixty-eight and thirty-nine hundredths (168.39) feet;
 N 40°-20'-06" W ninety-nine and seventy-five hundredths (99.75) feet;
 N 52°-20'-06" W ninety-four and twenty-eight hundredths (94.28) feet;
 N 27°-20'-06" W one hundred seventy-one and seventy-two hundredths (171.72) feet to the point and place of beginning.

Parcel C

Being Parcel C as delineated on the Plat, said Parcel C is bounded and described more particularly, as follows:

Beginning at Point E as shown on said plat, Point E being located at a ¾" capped iron rebar set on the easterly line of land conveyed to Central Maine Power Company (reference a deed dated May 1, 1923 recorded in the Somerset County Registry of Deeds in Book 373, Page 250), said point being further described as being a distance of one thousand seventeen and twenty-five hundredths (1017.25) feet on a course of N 69°-18'-34" E from Point D, a ¾" capped iron rebar set on the easterly corner of Parcel B on said plat;

Thence, easterly on a course of S 71°-47'-00" E through land conveyed to Bayroot LLC by said deed recorded in Book 3237, Page 181 a distance of eight hundred eighty-two and ninety-five hundredths (882.95) feet to a point marked by a ¾" capped iron rebar (Point F) found on the northerly line of land of Central Maine Power Company;

Thence, westerly, northerly and easterly along the northerly, westerly and southerly boundary of Central Maine Power Company following a blazed boundary line on the following courses and distances:

N 88°-44'-15" W thirty-two and ninety-nine hundredths (32.99) feet;
 S 54°-15'-45" W one hundred twenty-one and thirteen hundredths (121.13) feet;

S 78°-15'-45" W one hundred twenty-seven and fifty-eight hundredths (127.58) feet;
 S 46°-15'-45" W one hundred seventy-seven and ninety-nine hundredths (177.99) feet;
 N 85°-44'-15" W one hundred fifty-three and fifty-eight hundredths (153.58) feet;
 S 79°-15'-45" W one hundred ninety-seven and twenty hundredths (197.20) feet;
 S 61°-15'-45" W one hundred fifty and eight hundredths (150.08) feet;
 S 64°-15'-45" W ninety-nine and six hundredths (99.06) feet;
 S 60°-15'-45" W one hundred nine and thirty-three hundredths (109.33) feet;
 S 72°-15'-45" W fifty-seven and twenty-nine hundredths (57.29) feet;
 S 82°-15'-45" W seventy-six and seventy-two hundredths (76.72) feet;
 S 66°-45'-45" W one hundred twenty-three and seventy-two hundredths (123.72) feet;
 N 88°-44'-15" W one hundred fifteen and ten hundredths (115.10) feet;
 S 55°-15'-45" W ninety-one and sixty-nine hundredths (91.69) feet;
 S 42°-15'-45" W one hundred thirty-six and sixty-eight hundredths (136.68) feet;
 S 76°-45'-45" W fifty-four and fifty hundredths (54.50) feet;
 N 58°-04'-29" W one hundred twenty and fifty-five hundredths (120.55) feet;
 N 01°-04'-45" W one hundred seventy-three and eighty-one hundredths (173.81) feet;
 N 64°-07'-23" E two hundred four and nine hundredths (204.09) feet;
 N 63°-30'-04" E seven hundred eighty-eight and eighty-four hundredths (788.84) feet;
 S 01°-00'-56" W two hundred fifty-one and nineteen hundredths (251.19) feet to the point and place of beginning.

Parcel D

Being Parcel D as delineated on the Plat, said Parcel D is bounded and described more particularly, as follows:

Beginning on the northerly line of land conveyed to Central Maine Power Company (reference a deed dated May 1, 1923 recorded in the Somerset County Registry of Deeds in Book 373, Page 250) at Point F as depicted on said plat, said Point F is located at a ¾" capped iron rebar set;

Thence, easterly through land conveyed to Bayroot LLC by said deed recorded in the Somerset County Registry of Deeds in Book 3237, Page 181 on the following courses and distances:

N 68°-15'-33" E one thousand forty and forty-three hundredths (1040.43) feet to a point marked by a ¾" capped iron rebar set; N 63°-02'-56" E one thousand two hundred fifty and eighty-one hundredths (1250.81) feet to a point marked by a ¾" capped iron rebar set; S 69°-03'-32" E one thousand five hundred seventy-

two and ten hundredths (1572.10) feet to a point marked by a ¾" capped iron rebar set on the westerly township line of West Forks Plantation;

Thence, southerly on a course of S 07°-09'-11" E along the westerly township line of West Forks Plantation a distance of one hundred thirty-four and thirty-four hundredths (134.34) feet to a point marked by a ¾" capped (#1341) iron rebar found at the northeasterly corner of Central Maine Power Company;

Thence, westerly and northwesterly along the northerly and northeasterly line of land of Central Maine Power Company following a blazed boundary line on the following courses and distances:

S 80°-23'-12" W fifty-eight and sixty hundredths (58.60) feet;
 N 47°-06'-48" W one hundred one and eight hundredths (101.08) feet;
 S 80°-53'-12" W eighty-two and seventy hundredths (82.70) feet;
 S 66°-53'-12" W one hundred forty-four and ninety-nine hundredths (144.99) feet;
 N 49°-06'-48" W fifty-six and nine hundredths (56.09) feet;
 N 77°-52'-00" W one hundred nine and nineteen hundredths (109.19) feet;
 S 69°-17'-52" W forty-seven and forty-one hundredths (47.41) feet;
 N 60°-36'-48" W thirty-five and sixty-one hundredths (35.61) feet;
 N 67°-36'-48" W ninety-three and sixty hundredths (93.60) feet;
 N 74°-06'-48" W forty-nine and five hundredths (49.05) feet;
 N 52°-06'-48" W eighty-eight and nine hundredths (88.09) feet;
 N 52°-06'-48" W forty-five and sixty-eight hundredths (45.68) feet;
 N 30°-36'-48" W one hundred six and sixty-two hundredths (106.62) feet;
 N 45°-06'-48" W seventy-four and twenty-two hundredths (74.22) feet;
 N 76°-36'-48" W one hundred forty-eight and thirty-three hundredths (148.33) feet;
 N 77°-06'-48" W ninety-five and fifty-seven hundredths (95.57) feet;
 S 78°-23'-12" W ninety-four and thirty hundredths (94.30) feet;
 N 60°-36'-48" W one hundred twenty-six and nineteen hundredths (126.19) feet;
 N 69°-06'-48" W one hundred forty-two and ninety-three hundredths (142.93) feet;
 S 76°-24'-03" W one hundred fifty-six and ninety-eight hundredths (156.98) feet;
 S 78°-24'-03" W one hundred fifteen and seventy-six hundredths (115.76) feet;
 S 75°-24'-03" W one hundred forty-eight and fifty-one hundredths (148.51) feet;
 S 61°-24'-03" W one hundred forty-seven and sixty-one hundredths (147.61) feet;
 S 52°-24'-03" W one hundred thirty-four and sixty-two hundredths (134.62) feet;
 S 69°-24'-03" W one hundred thirty-two and fifty-nine hundredths (132.59) feet;
 S 43°-24'-03" W one hundred thirteen and ninety-four hundredths (113.94) feet;
 S 50°-54'-03" W one hundred sixty and ninety-two hundredths (160.92) feet;
 S 50°-54'-03" W two hundred two and fifty-eight hundredths (202.58) feet;
 S 63°-24'-03" W one hundred fifty-seven and twenty-eight hundredths (157.28) feet;

S 79°-24'-03" W one hundred eighteen and fifty-seven hundredths (118.57) feet;
 S 85°-24'-03" W one hundred eight and forty-two hundredths (108.42) feet;
 S 88°-24'-03" W one hundred eighty-five and nine hundredths (185.09) feet;
 S 81°-24'-03" W ninety-nine and sixty-four hundredths (99.64) feet;
 S 89°-24'-03" W fifty-eight and sixteen hundredths (58.16) feet;
 S 66°-24'-03" W sixty-two and thirty-nine hundredths (62.39) feet;
 N 79°-05'-57" W one hundred twenty and eighteen hundredths (120.18) feet;
 N 88°-35'-57" W sixty-two and ninety-five hundredths (62.95) feet to the point
 and place of beginning.

Bearings are referenced to Grid North NAD 83 UTM 19.

All monumentation noted as ¾" capped iron rebar set are topped with a red plastic cap inscribed S.W. Gould PLS 2318.

West Forks Plantation:

Parcel E

A certain lot or parcel of land located in West Forks Plantation (T1 R5 BKP WKR), Somerset County, Maine, being Parcel E as delineated on a plat entitled BOUNDARY SURVEY PREPARED FOR THE CONVEYANCE OF LAND BY BAYROOT LLC, SHEET 2 OF 2, dated August 14, 2006, prepared by Sackett & Brake Survey, Inc., drawing number 2006151, as part of project number 2005153, recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 135 (the "Plat"), said Parcel E is bounded and described more particularly, as follows:

Beginning on the easterly township line of Lower Enchanted Township (T2R5 BKP WKR) at a point marked by a ¾" capped iron rebar set at the northeasterly corner of Parcel D as delineated on a plat entitled BOUNDARY SURVEY PREPARED FOR THE CONVEYANCE OF LAND BY BAYROOT LLC, SHEET 1 OF 2, dated August 14, 2006, prepared by Sackett & Brake Survey, Inc., drawing number 2006151, as part of project number 2005153, recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 135;

Thence, southeasterly through land conveyed to Bayroot LLC by a deed from MeadWestvaco Oxford Corporation dated November 21, 2003 recorded in the Somerset County Registry of Deeds in Book 3237, Page 181 on the following courses and distances:

S 46°-23'-43" E three hundred fourteen and thirty-two hundredths (314.32) feet to a point marked by a ¾" capped iron rebar set;
 S 84°-52'-00" E three hundred forty-three and fifteen hundredths (343.15) feet to a point marked by a ¾" capped iron rebar set;
 N 37°-18'-21" E three thousand ninety-seven and forty-seven hundredths (3097.47) feet to a point marked by a ¾" capped iron rebar set;

N 68°-16'-23" E two thousand eighty-three and seven hundredths (2083.07) feet to a point marked by a ¾" capped iron rebar set;
N 89°-14'-16" E one thousand one hundred eighty and sixty-five hundredths (1180.65) feet to a point marked by a ¾" capped iron rebar set;
S 35°-25'-28" E two hundred fifty-nine and fifteen hundredths (259.15) feet to a point marked by a ¾" capped iron rebar set;
N 84°-20'-51" E one thousand one hundred forty and fifty-three hundredths (1140.53) feet to a point marked by a ¾" capped iron rebar set;
N 22°-53'-52" E two hundred five and thirty-eight hundredths (205.38) feet to a point marked by a ¾" capped iron rebar set;
S 78°-09'-38" E one thousand eight hundred sixty-three and thirteen hundredths (1863.13) feet to a point marked by a ¾" capped iron rebar set;
N 27°-28'-20" E seven hundred ninety-five and zero hundredths (795.00) feet to a point marked by a ¾" capped iron rebar set;
S 88°-57'-25" E one thousand one hundred twenty-three and fifteen hundredths (1123.15) feet to a point marked by a ¾" capped iron rebar set;
N 77°-02'-32" E four hundred eighty-one and two hundredths (481.02) feet to a point marked by a ¾" capped iron rebar set;
S 07°-30'-16" E two hundred fifty-eight and thirty-one hundredths (258.31) feet to a point marked by a ¾" capped iron rebar set;
N 72°-51'-11" E three thousand one hundred twenty-two and two hundredths (3122.02) feet to a point marked by a ¾" capped iron rebar set;
N 88°-16'-29" E two thousand nine hundred fifty-two and eighty-seven hundredths (2952.87) feet to a point marked by a ¾" capped iron rebar set;
N 69°-56'-06" E eight hundred eighty-six and ninety-seven hundredths (886.97) feet to a point marked by a ¾" capped iron rebar set;
N 34°-23'-56" E two hundred eight and ten hundredths (208.10) feet to a point marked by a ¾" capped iron rebar set;
N 89°-31'-54" E one hundred eighty and thirty-eight hundredths (180.38) feet to a point marked by a ¾" capped iron rebar set;
N 60°-29'-57" E four hundred eighty-nine and fifty-five hundredths (489.55) feet to a point marked by a ¾" capped iron rebar set;
N 45°-31'-12" W three hundred eleven and ten hundredths (311.10) feet to a point marked by a ¾" capped iron rebar set;
N 44°-01'-53" E four hundred forty-three and fifty-one hundredths (443.51) feet to a point marked by a ¾" capped iron rebar set;
N 68°-21'-02" E eight hundred sixty-seven and thirty-seven hundredths (867.37) feet to a point marked by a ¾" capped iron rebar set;
N 10°-00'-13" E two hundred ninety-five and eighty-one hundredths (295.81) feet to a point marked by a ¾" capped iron rebar set;
N 49°-39'-59" E four hundred twenty-two and twenty-three hundredths (422.23) feet to a point marked by a ¾" capped iron rebar set;
N 79°-35'-22" E one thousand eight hundred forty-six and eighty-seven hundredths (1846.87) feet to a point marked by a ¾" capped iron rebar set on the westerly line of land conveyed to Central Maine Power Company by a deed from

Gladys M. Durgin dated August 23, 1962 recorded in the Somerset County Registry of Deeds in Book 658, Page 067;

Thence, southerly on a course of S 13°-07'-08" E along the westerly line of land of Central Maine Power Company a distance of seven hundred thirty-one and ten hundredths (731.10) feet to a point marked by a ¾" capped iron rebar set at the foot of the hill;

Thence, westerly, as the course may be, along the foot of the hill, being the northerly line of land of Central Maine Power Company (having a tie-line distance of two thousand nine hundred fifty-three and thirty-one hundredths (2953.31) feet on a course of S 73°-24'-38" W) an approximate distance of two thousand nine hundred ninety-seven and ninety-one hundredths (2997.91) feet to a point marked by a ¾" capped iron rebar set;

Thence, southwesterly on a course of S 55°-26'-08" W along the northeasterly line of land of Central Maine Power Company a distance of fifty and ninety-four hundredths (50.94) feet to the thread of Salmon Stream, so-called;

Thence, southeasterly along the thread of Salmon Stream (having a tie-line distance of seven hundred forty-six and four hundredths (746.04) feet on a course of S 50°-36'-32" E) an approximate distance of eight hundred ten and zero tenths (810.0) feet to the thread of Dead River;

Thence, westerly, as the course may be, along the thread of Dead River (having a tie-line distance of nineteen thousand seven hundred ninety-five and sixty-two hundredths (19,795.62) feet on a course of S 72°-53'-25" W) an approximate distance of twenty-one thousand eight hundred fifty-seven and two tenths (21,857.2) feet to a point on the easterly township line of Lower Enchanted (T2R5 BKP WKR), also being on the easterly line of land of Central Maine Power Company, reference a deed dated May 1, 1923 recorded in the Somerset County Registry of Deeds in Book 373, Page 250;

Thence, northerly on a course of N 13°-52'-13" W along the easterly township line of Lower Enchanted Township, being the easterly line of land of Central Maine Power Company, an approximate distance of one hundred thirty-three and six tenths (133.6) feet to a point marked by a wood post found;

Thence, continuing northerly on the same course of N 13°-52'-13" W along the easterly township line of Lower Enchanted Township, being the easterly line of land of Central Maine Power Company, a distance of nine hundred fourteen and seventeen hundredths (914.17) feet to a point marked by a ¾" capped (#1341) iron rebar found;

Thence, continuing northerly on a course of N 07°-09'-11" W along the easterly township line of Lower Enchanted Township a distance of one hundred thirty-four and thirty-four hundredths (134.34) feet to the point and place of beginning.

EXCEPTING from Parcel E any portion thereof contained within the bounds of the traveled way, ditches and culverts of the existing woods road meandering along the north line of the easterly portion of Parcel E (the location of which is generally depicted as an Appurtenant ROW on Exhibit B (described below)) and further EXCEPTING any land lying northerly of said woods road, SUBJECT TO the easement and right of way in favor of the insured to use the same as provided below.

Bearings are referenced to Grid North NAD 83 UTM 19.

All monumentation noted as ¾" capped iron rebar set are topped with a red plastic cap inscribed S.W. Gould PLS 2318.

SUBJECT TO existing easements and rights and a permanent non-exclusive appurtenant easement and right-of-way (the "**Easement**") over, upon, along, under, and across roads existing on August 25, 2006 as the same are generally depicted on Exhibit B attached to the deed from Bayroot LLC to Western Maine Charitable Foundation, dated August 25, 2006, and recorded in Book 3732, Page 57. The Easement on and over such roads (hereinafter, the "**Access Roads**") shall consist of an area coextensive with the existing traveled surface of the Access Roads.

RESERVING to Western Mountains Charitable Foundation, its successors and assigns (collectively, the "**WMCF**"), forever, from the Protected Property described above, a certain lot or parcel of land being ten (10) acres, more or less, located upon any portion of the Protected Property, for the location, construction, installation, use, repair and maintenance of public accommodations and food service in accordance with WMCF's mission. WMCF shall cause the Reserved Land to be surveyed and cause a copy of the survey to be recorded in the Registry of Deeds. Recording of the same shall constitute and shall be the only act required by WMCF and Holder, and recording of the same shall forever release the Reserved Land from any and all easements, covenants, servitudes, conditions and restrictions imposed by this Conservation Easement or encumbering the Protected Property by act or failure to act on the part of Holder. At WMCF's request, Holder shall execute and deliver a release and termination of conservation easement as to the Reserved Property.

EXHIBIT B

- a. plat entitled BOUNDARY SURVEY PREPARED FOR THE CONVEYANCE OF LAND BY PENOBSCOT FOREST L.L.C., dated November 29, 2005, prepared by Sackett & Brake Survey, Inc., project number 2005135, recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 2.
- b. plat entitled BOUNDARY SURVEY PREPARED FOR THE CONVEYANCE OF LAND BY BAYROOT LLC, SHEET 1 OF 2, dated August 14, 2006, prepared by Sackett & Brake Survey, Inc., drawing number 2006151, as part of project number 2005153, recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 134; and
- c. plat entitled BOUNDARY SURVEY PREPARED FOR THE CONVEYANCE OF LAND BY BAYROOT LLC, SHEET 2 OF 2, dated August 14, 2006, prepared by Sackett & Brake Survey, Inc., drawing number 2006151, as part of project number 2005153, recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 135.

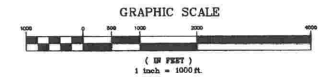
Received
Recorded Register of Deeds
Jan 09, 2008 10:37:58A
Somerset County
Diane M Godin

BOUNDARY SURVEY
PREPARED FOR THE CONVEYANCE OF LAND BY:
PENOBSCOT FOREST L.L.C.

LOCATION: DEAD RIVER
 LOWER ENCHANTED (T2 R5 BKP WKR)
 SPENCER TWP (T3 R5 BKP WKR)
 SOMERSET COUNTY

DATE: NOVEMBER 29, 2005

n/e
 CENTRAL MAINE POWER COMPANY
 373/250 May 1, 1923
 Lower Enchanted Map 5010 Plan 1 Lot 4



LEGEND

- = 3/4" IRON REBAR SET WITH ORANGE PLASTIC CAP INSCRIBED S.W. GOULD PLS 2318 (unless otherwise noted).
- = 1/2" iron rebar found

NOTES

- NOTE...1 DISTANCES SHOWN ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0004
- NOTE...2 THE DEPICTED THREAD AND THE HIGH WATER LINE OF THE DEAD RIVER IS BASED UPON DIGITAL DATA DERIVED FROM AERIAL PHOTOGRAPHY TAKEN BY AERIAL SURVEY AND PHOTO, INC. 546 AIRPORT ROAD, NORRIDGEWOCK, MAINE 04957.
- NOTE...3 THE DEPICTED COORDINATES ARE PUBLISHED IN UTM ZONE 19 FEET NAD83.

owners of record:
PENOBSCOT FOREST L.L.C.
 40 ROWES WHARF
 BOSTON, MASSACHUSETTS, 02110

THIS SURVEY CONFORMS WITH THE RULES ADOPTED BY THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS (chapter 1, 2001) WITH ANY EXCEPTION TAKEN TO CHAPTER 90, PART 2, (Technical Standards) NOTED HEREIN: 30 WBSA # 190003

1. NO WRITTEN REPORT PREPARED AT THIS TIME.
 2. NO NEW LEGAL DESCRIPTION PREPARED AT THIS TIME.

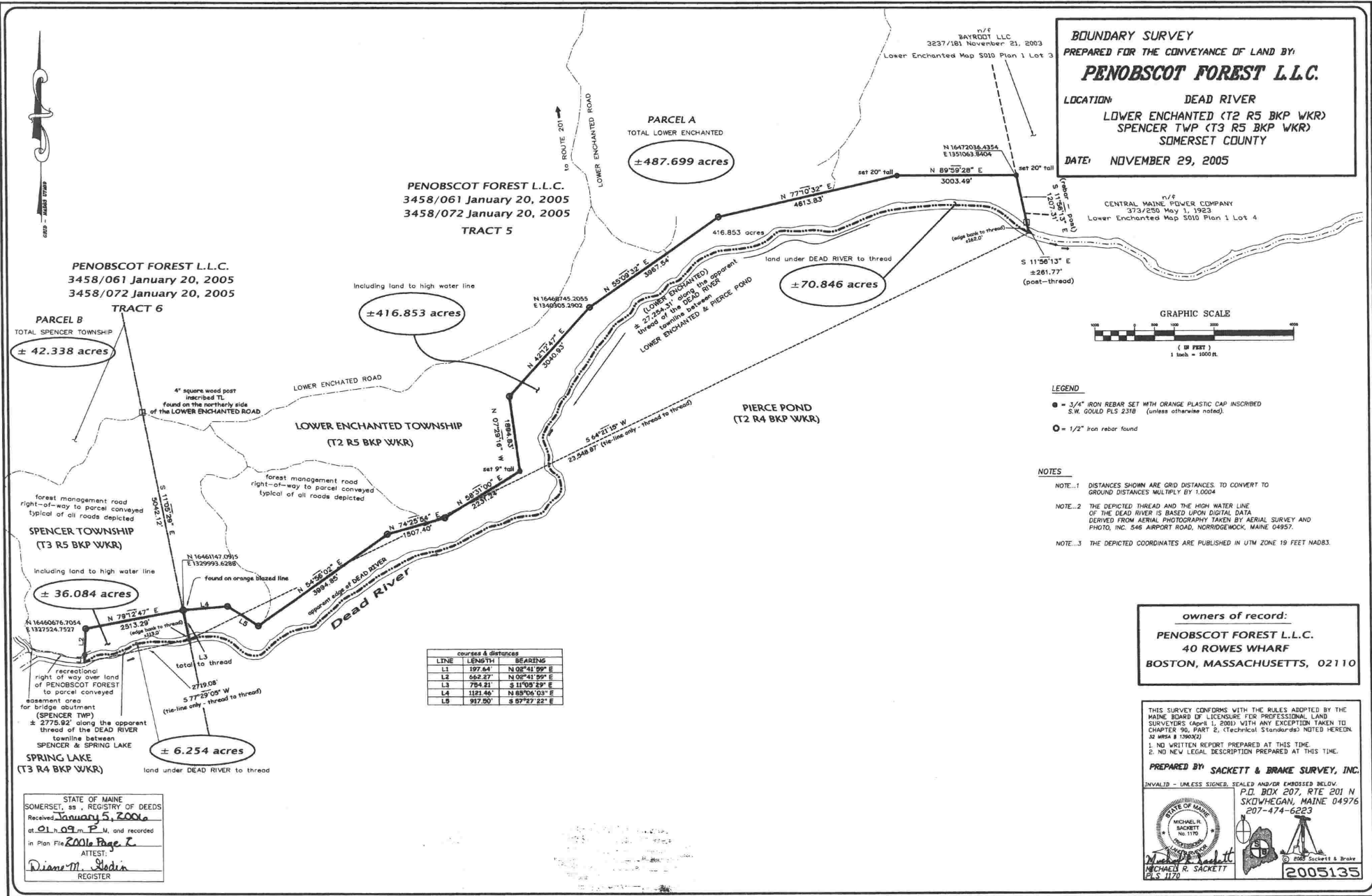
PREPARED BY: SACKETT & BRAKE SURVEY, INC.

INVALID - UNLESS SIGNED, SEALED AND/OR EMBOSSED BELOW

P.O. BOX 207, RTE 201 N SKOWHEGAN, MAINE 04976 207-474-6223

Michael R. Sackett
 MICHAEL R. SACKETT
 PLS 1170

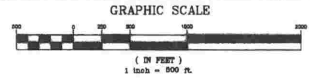
2005135



STATE OF MAINE
 SOMERSET, ss., REGISTRY OF DEEDS
 Received January 5, 2006
 at 01.09 P.M. and recorded
 in Plan File 2006 Page 2.
 ATTEST:
 Diane M. Gudin
 REGISTER

2006-2

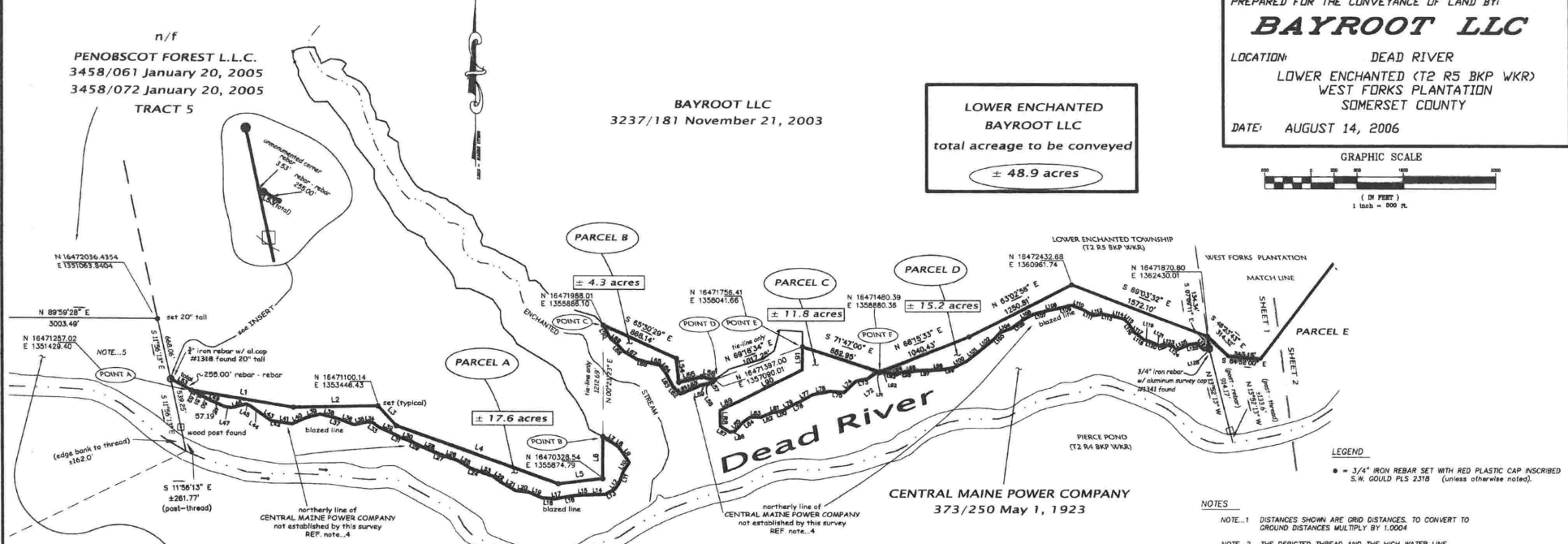
BOUNDARY SURVEY
 PREPARED FOR THE CONVEYANCE OF LAND BY:
BAYROOT LLC
 LOCATION: DEAD RIVER
 LOWER ENCHANTED (T2 R5 BKP WKR)
 WEST FORKS PLANTATION
 SOMERSET COUNTY
 DATE: AUGUST 14, 2006



**LOWER ENCHANTED
 BAYROOT LLC**
 total acreage to be conveyed
 ± 48.9 acres

BAYROOT LLC
 3237/181 November 21, 2003

n/f
PENOBSCOT FOREST L.L.C.
 3458/061 January 20, 2005
 3458/072 January 20, 2005
 TRACT 5



LEGEND
 ● = 3/4" IRON REBAR SET WITH RED PLASTIC CAP INSCRIBED S.W. GOULD PLS 2318 (unless otherwise noted).

- NOTES**
- NOTE...1 DISTANCES SHOWN ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0004
 - NOTE...2 THE DEPICTED THREAD AND THE HIGH WATER LINE OF THE DEAD RIVER IS BASED UPON DIGITAL DATA DERIVED FROM AERIAL PHOTOGRAPHY TAKEN BY AERIAL SURVEY AND PHOTO, INC. 546 AIRPORT ROAD, NORRIDGEWOCK, MAINE 04957.
 - NOTE...3 THE DEPICTED COORDINATES ARE PUBLISHED IN UTM ZONE 19 FEET NAD83.
 - NOTE...4 THE DEPICTED BOUNDARY IN COMMON WITH CENTRAL MAINE POWER COMPANY, EXCEPT FOR SALMON STREAM HAS BEEN DERIVED FROM A PLAT ENTITLED "PLAN OF RESERVED LANDS", PREPARED BY CENTRAL MAINE POWER COMPANY DATED DECEMBER 22, 1995, PROJECT NUMBER 612-22-1, RECORDED IN THE SOMERSET COUNTY REGISTRY OF DEEDS IN PLAN FILE B-53 PAGE 132.
 - NOTE...5 REFERENCE A PLAT ENTITLED "BOUNDARY SURVEY PREPARED FOR THE CONVEYANCE OF LAND BY PENOBSCOT FOREST L.L.C.", DATED NOVEMBER 29, 2005, AS PREPARED BY SACKETT & BRAKE SURVEY, INC., PROJECT NUMBER 2005155, A COPY OF WHICH IS HELD ON FILE AT THE OFFICE OF SACKETT & BRAKE SURVEY, INC.
 - NOTE...6 REFERENCE IS TO BE MADE TO LOWER ENCHANTED TAX MAP 5010 PLAN 1 LOT 3

WESTERN MOUNTAINS FOUNDATION
 3651/074 December 27, 2005

COURSES & DISTANCES	LEN	BEARINGS	LEN	BEARINGS	LEN	BEARINGS		
L1	1113.98	S 80°09'01" E	L44	184.98	N 54°31'50" W	L87	120.58	N 68°04'29" W
L2	917.42	N 89°48'58" E	L45	62.47	N 61°01'50" W	L88	173.81	N 01°04'25" W
L3	290.64	S 42°34'52" E	L46	162.88	S 74°58'10" W	L89	204.09	N 64°07'23" E
L4	1853.92	S 70°38'09" E	L47	79.29	N 80°01'50" W	L90	788.84	N 33°30'04" E
L5	486.39	N 83°16'26" E	L48	107.48	N 68°01'50" W	L91	251.19	S 01°00'55" W
L6	447.71	N 00°23'32" E	L49	48.03	N 70°01'50" W	L92	62.98	N 88°39'57" W
L7	374.43	S 97°01'50" E	L50	66.18	N 89°01'50" W	L93	120.18	N 79°08'27" W
L8	31.90	S 97°01'50" E	L51	114.88	N 62°31'50" W	L94	82.39	S 68°24'03" W
L9	197.97	S 34°31'50" E	L52	58.84	N 64°01'50" W	L95	58.16	S 89°24'03" W
L10	119.92	S 33°58'10" W	L53	258.53	N 61°01'50" W	L96	39.64	S 81°24'03" W
L11	127.62	S 19°58'10" W	L54	261.87	S 09°45'19" E	L97	183.09	S 88°24'03" W
L12	82.23	S 34°28'10" W	L55	143.22	S 76°44'09" E	L98	108.42	S 85°24'03" W
L13	121.48	S 62°58'10" W	L56	83.23	S 54°38'51" W	L99	118.57	S 79°24'03" W
L14	197.23	S 88°28'10" W	L57	6.73	N 34°58'08" W	L100	197.28	S 63°24'03" W
L15	162.01	S 87°28'10" W	L58	82.09	S 76°09'54" W	L101	202.58	S 50°54'03" W
L16	170.39	S 80°58'10" W	L59	182.41	S 66°39'54" W	L102	160.92	S 50°54'03" W
L17	66.42	S 80°58'10" W	L60	89.15	S 66°39'54" W	L103	113.94	S 43°24'03" W
L18	132.78	N 89°31'50" W	L61	112.98	N 84°00'06" W	L104	182.89	S 69°24'03" W
L19	194.61	N 67°31'50" W	L62	144.30	N 26°20'06" W	L105	134.62	S 52°24'03" W
L20	138.54	N 84°01'50" W	L63	126.89	N 34°00'06" W	L106	147.41	S 61°24'03" W
L21	178.96	N 69°31'50" W	L64	101.30	N 78°20'06" W	L107	148.81	S 78°24'03" W
L22	113.00	N 53°31'50" W	L65	159.18	N 79°20'06" W	L108	115.76	S 78°24'03" W
L23	186.44	N 71°01'50" W	L66	168.39	N 58°20'06" W	L109	156.98	S 76°24'03" W
L24	171.10	N 71°01'50" W	L67	99.78	N 40°20'06" W	L110	142.93	N 69°06'48" W
L25	167.40	N 89°01'50" W	L68	94.58	N 44°00'06" W	L111	156.19	N 60°38'48" W
L26	186.15	N 72°01'50" W	L69	171.72	N 27°20'06" W	L112	94.30	S 78°23'12" W
L27	73.92	N 69°31'50" W	L70	32.99	N 88°44'15" W	L113	98.57	N 77°06'48" W
L28	194.23	N 67°01'50" W	L71	121.13	S 54°18'45" W	L114	148.33	N 78°24'48" W
L29	93.70	N 63°01'50" W	L72	127.98	S 78°15'45" W	L115	74.22	N 49°06'48" W
L30	131.70	N 70°01'50" W	L73	177.99	S 46°19'45" W	L116	106.62	N 30°38'48" W
L31	89.29	N 62°31'50" W	L74	153.98	N 89°44'15" W	L117	48.68	N 59°06'48" W
L32	166.86	N 64°01'50" W	L75	197.20	S 79°19'45" W	L118	85.09	N 89°06'48" W
L33	98.66	N 54°01'50" W	L76	150.08	S 61°15'45" W	L119	49.03	N 74°06'48" W
L34	56.98	N 86°01'50" W	L77	99.06	S 64°15'45" W	L120	93.60	N 67°36'48" W
L35	144.31	S 77°58'10" W	L78	109.33	S 60°18'45" W	L121	35.51	N 80°38'48" W
L36	183.45	N 70°01'50" W	L79	118.10	S 79°19'45" W	L122	47.41	S 69°19'52" W
L37	19.90	N 70°01'50" W	L80	57.99	S 79°19'45" W	L123	109.19	N 77°32'00" W
L38	180.89	N 76°01'50" W	L81	76.72	S 82°18'45" W	L124	56.09	N 49°06'48" W
L39	143.28	S 79°21'10" W	L82	123.72	S 66°45'48" W	L125	144.99	S 60°31'12" W
L40	162.41	S 69°58'10" W	L83	118.10	N 88°44'15" W	L126	88.70	S 80°53'12" W
L41	183.80	N 82°01'50" W	L84	91.69	S 59°15'45" W	L127	101.08	N 47°06'48" W
L42	39.89	N 82°01'50" W	L85	136.68	S 42°15'45" W	L128	58.60	S 80°23'12" W
			L86	94.90	S 76°45'48" W			

owner of record:
BAYROOT LLC
 c/o WAGNER FOREST MANAGEMENT, Ltd.
 P.O. BOX 160
 LYME, NEW HAMPSHIRE 03768

STATE OF MAINE
 SOMERSET, ss., REGISTRY OF DEEDS
 Received August 25, 2006
 of 2 n 13 m P.M. and recorded
 in Plan File 2006 Page 134
 ATTEST:
Laura L. Poirier
 Deputy REGISTER

SHEET 1 OF 2

THIS SURVEY CONFORMS WITH THE RULES ADOPTED BY THE MAINE BOARD OF LICENSING FOR PROFESSIONAL LAND SURVEYORS (APRIL 1, 2003) WITH ANY EXCEPTION TAKEN TO CHAPTER 90, PART 2, (Technical Standards) NOTED HEREON. 32 MRS. B. 1990(2)

I, D. WRITTEN REPORT PREPARED AT THIS TIME.

PREPARED BY: **SACKETT & BRAKE SURVEY, INC.**
 UNPAID - UNLESS SIGNED, SEALED AND/OR EXPOSED BELOW.
 P.O. BOX 207, RTE. 201 N
 SKOWHEGAN, MAINE 04976
 207-474-6223

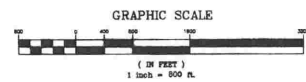
Stephen W. Gould
 PLS 2318

2006151

2006-134

GRID - NAD83 47487

BOUNDARY SURVEY
 PREPARED FOR THE CONVEYANCE OF LAND BY:
BAYROOT LLC
 LOCATION: DEAD RIVER
 WEST FORKS PLANTATION
 SOMERSET COUNTY, MAINE
 DATE: AUGUST 14, 2006



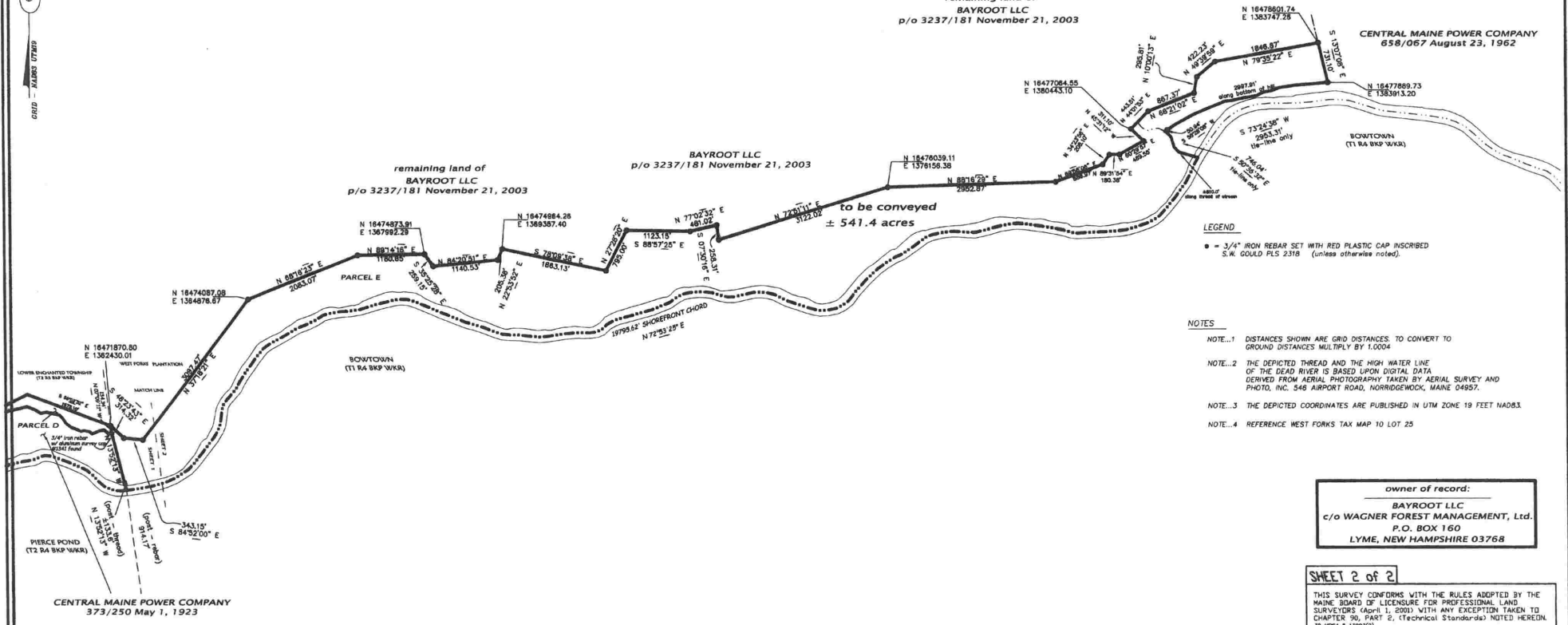
remaining land of
 BAYROOT LLC
 p/o 3237/181 November 21, 2003

CENTRAL MAINE POWER COMPANY
 658/067 August 23, 1962

remaining land of
 BAYROOT LLC
 p/o 3237/181 November 21, 2003

BAYROOT LLC
 p/o 3237/181 November 21, 2003

to be conveyed
 ± 541.4 acres



LEGEND
 ● = 3/4" IRON REBAR SET WITH RED PLASTIC CAP INScribed
 S.W. GOULD PLS 2318 (unless otherwise noted).

- NOTES**
- NOTE...1 DISTANCES SHOWN ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0004
 - NOTE...2 THE DEPICTED THREAD AND THE HIGH WATER LINE OF THE DEAD RIVER IS BASED UPON DIGITAL DATA DERIVED FROM AERIAL PHOTOGRAPHY TAKEN BY AERIAL SURVEY AND PHOTO, INC. 548 AIRPORT ROAD, NORRIDGEWOCK, MAINE 04957.
 - NOTE...3 THE DEPICTED COORDINATES ARE PUBLISHED IN UTM ZONE 19 FEET NAD83.
 - NOTE...4 REFERENCE WEST FORKS TAX MAP TO LOT 25

owner of record:
 BAYROOT LLC
 c/o WAGNER FOREST MANAGEMENT, Ltd.
 P.O. BOX 160
 LYME, NEW HAMPSHIRE 03768

SHEET 2 of 2

THIS SURVEY CONFORMS WITH THE RULES ADOPTED BY THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS (April 1, 2003) WITH ANY EXCEPTION TAKEN TO CHAPTER 90, PART 2, (Technical Standards) NOTED HEREIN 20-0854-B (3/06/03)

1. NO WRITTEN REPORT PREPARED AT THIS TIME.
 2. NO NEW LEGAL DESCRIPTION PREPARED AT THIS TIME.

PREPARED BY: **SACKETT & BRAKE SURVEY, INC.**

INVALID - UNLESS SIGNED, SEALED AND/OR ENCLOSED BELOW.

STEPHEN W. GOULD
 PLS 1120

P.O. BOX 207, RTE 201 N
 SKOWHEGAN, MAINE 04976
 207-474-6223

2006151

STATE OF MAINE
 SOMERSET, ss., REGISTRY OF DEEDS
 Received August 25, 2006
 at E. N. P. M. and recorded
 in Plan File 2006 Page 135
 ATTEST:
Laura A. Poir
 Deputy REGISTER

2006-135