

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)

JEFFREY REARDON PRE-FILED TESTIMONY
ON BEHALF OF INTERVENOR NATURAL RESOURCES COUNCIL OF MAINE

I. Background

I, Jeffrey Reardon, graduated from Williams College with a degree in biology in 1989, and completed an honors thesis related to the impacts of disturbance on northern forests. From 1996 to 1999, I worked for the Sheepscot Valley Conservation Association, a land trust in Mid-Coast Maine, as the Watershed Projects Director. In that role, I worked full-time on the Sheepscot River and helped implement and test a “Methodology for Determining Optimal Riparian Buffer Width” that had been developed by Kleinschmidt Associates for the Maine Atlantic Salmon Commission on the Sheepscot River. I also worked closely with the Maritimes and Northeast Pipeline to coordinate construction of a pipeline corridor through the Sheepscot watershed with no damage to aquatic habitat at stream crossings.

For the past 21 years, I have worked for Trout Unlimited in Maine, and currently serve as its Maine Brook Trout Project Director. During this time, I have worked extensively in the Upper Kennebec Region watershed, with multiple projects in the Dead, Kennebec, and Sandy River drainages. From 2010-2016, I worked nearly fully-time in the Cold Stream watershed, which is in the middle of Segment 1 of the New England Clean Energy Connect “NECEC”. For example, I worked closely with partners at the Maine Department of Inland Fisheries and

Wildlife (“DIFW”), the Bureau of Parks and Land (“BPL”), the Trust for Public Land, and landowner Plum Creek on the Cold Stream Forest Project, in which BPL acquired the 8,200-acre parcel primarily to protect brook trout habitat in Cold Stream and its tributaries. I also worked with BPL staff to develop the management plan for the Upper Kennebec Region, which includes, among other properties, the Cold Stream Forest and the Johnson Mountain Township and West Forks Northeast public lots, including serving on the Advisory Committee that helped coordinate public input on the plan.

In addition, I have spent extensive amounts of time fishing, hunting, paddling, and hiking in the Upper Kennebec Region, including the Cold Stream watershed and, more specifically, in the Cold Stream Forest, Johnson Mountain Township, and West Forks Northeast public lots, and on adjacent lands between Route 201 and the Kennebec River.

I am also familiar with the NECEC and have reviewed, among other documents: (1) Central Maine Power Company’s application to the U.S. Army Corps of Engineers; (2) the Site Location of Development Act application and the Natural Resources Protection Act application—along with subsequent proposed submissions and revisions—submitted to the Maine Department of Environmental Protection; (3) The Merrill Strip Alternative Application; (4) the U.S. Army Corps of Engineers’ Public Notice; (5) the Maine DEP’s May 11, 2020 Order of Conditions; and (6) the U.S. Army Corps of Engineers’ July 7, 2020 EA/FONSI. I have spent extensive time reviewing the route the NECEC will cut across Maine, and as referenced above, have worked extensively in two regions that will be impacted by the NECEC.

II. The Cold Stream Watershed and the Location and Feasibility of Alternative Routes for NECEC

While working on the Cold Stream Forest Project, in consultation with Trout Unlimited’s partner the Trust for Public Land, and with DIFW and BPL, I advocated for the boundaries of the

Cold Stream parcel to be contiguous with the Johnson Mountain Township and West Forks Northeast public lots. This was primarily because virtually all of the lands on the two public lots drain into Tomhegan Stream, an important tributary to Cold Stream that has been documented to support spawning of brook trout that migrate up Cold Stream from the Kennebec River and enter Tomhegan Stream during the spawning season. In addition, Wilson Hill Pond in the West Forks Northeast public lot and Little Wilson Hill Pond in the Johnson Mountain public lot are designated as “State Heritage Fish Waters” for brook trout—as are seven ponds on the Cold Stream Forest parcels. The high value brook trout resources in Tomhegan Stream, its tributaries and the Wilson Hill ponds are similar to those on the abutting Cold Stream Forest, and connecting the three parcels in a matrix of conservation land to protect the watershed was a primary focus of our conservation efforts in the region. This matrix of conservation land can be seen on the map attached as **Exhibit A**.

If NECEC is going to cross over, under, or near the public lots, then more complete protection adjacent to the Capital Road and the inlets and outlets of Wilson Hill Pond and Little Wilson Hill Pond is necessary. The aquatic resources that will be affected by NECEC crossing over, under, or near the public lots are among and/or belong within the most intact watersheds remaining in the continental United States. Western Maine contains the vast majority of un-degraded aquatic habitat in the northeast. The entire Maine/Quebec border falls into this category of very low aquatic habitat degradation as does the entire Cold Stream watershed, including Tomhegan Stream and its tributaries.

All of this informs the feasibility of possible re-routes of the NECEC. As an initial matter, the NECEC cannot be re-routed east of Route 201. As illustrated in the matrix of conservation land on the map attached as Exhibit A, one possible re-route east of Route 201

would require NECEC to cross the Forest Society of Maine's and the Bureau of Parks and Land's Moosehead Region Conservation Easement; however, that easement only allows utility transmission structures associated with the local distribution of telecommunication services and does not allow long-distance energy or telecommunications distribution systems such as NECEC. A copy of this conservation easement is attached as **Exhibit B**. The only other possible re-route east of Route 201 would require NECEC to go south prior to reaching the public lots and cross two tributaries to Cold Stream and then cross Cold Stream Forest, [REDACTED]

While it is theoretically possible for the NECEC to be re-routed west of Route 201 without crossing various areas of conservation land such as the Western Mountain Easement of the Dead River Trail and Conservation Corridor Easement, any such reroute would require the NECEC to cross various waterbodies and eventually the Dead River. It would also require a new crossing of the Kennebec River, another major undertaking that would require close scrutiny. Thus, any such re-route would necessarily be significant and require extensive permitting procedures and a new alternatives analysis of prospective routes and their impacts on fish, wildlife, aquatic and scenic resources in an area that is rich in these. Significantly, the alternatives analysis for the current route has already rejected that route along with other alternatives to Segment 1.

Because the permitting procedures of any alternative would be time-consuming and the outcome cannot be predicted in advance, no further construction of NECEC should take place

until the alternative has been finally identified and approved in order to avoid unnecessary and highly detrimental impacts to the environment.

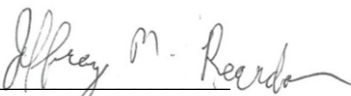
III. Practical Requirements of the Measures that Would be Necessary to Protect the Environment if the Permit Were to be Suspended

As referenced above, I worked closely with the Maritimes and Northeast Pipeline to coordinate construction of a pipeline corridor through the Sheepscot watershed and, thus, I am familiar with linear projects and what is involved in protecting the environment during a pause in construction. DEP staff fully appreciates what measures are necessary and can ensure that they are appropriately implemented. For this project, the primary actions CMP/NECEC would have to take include removal of mats used to create portable roads and well-established erosion control measures.

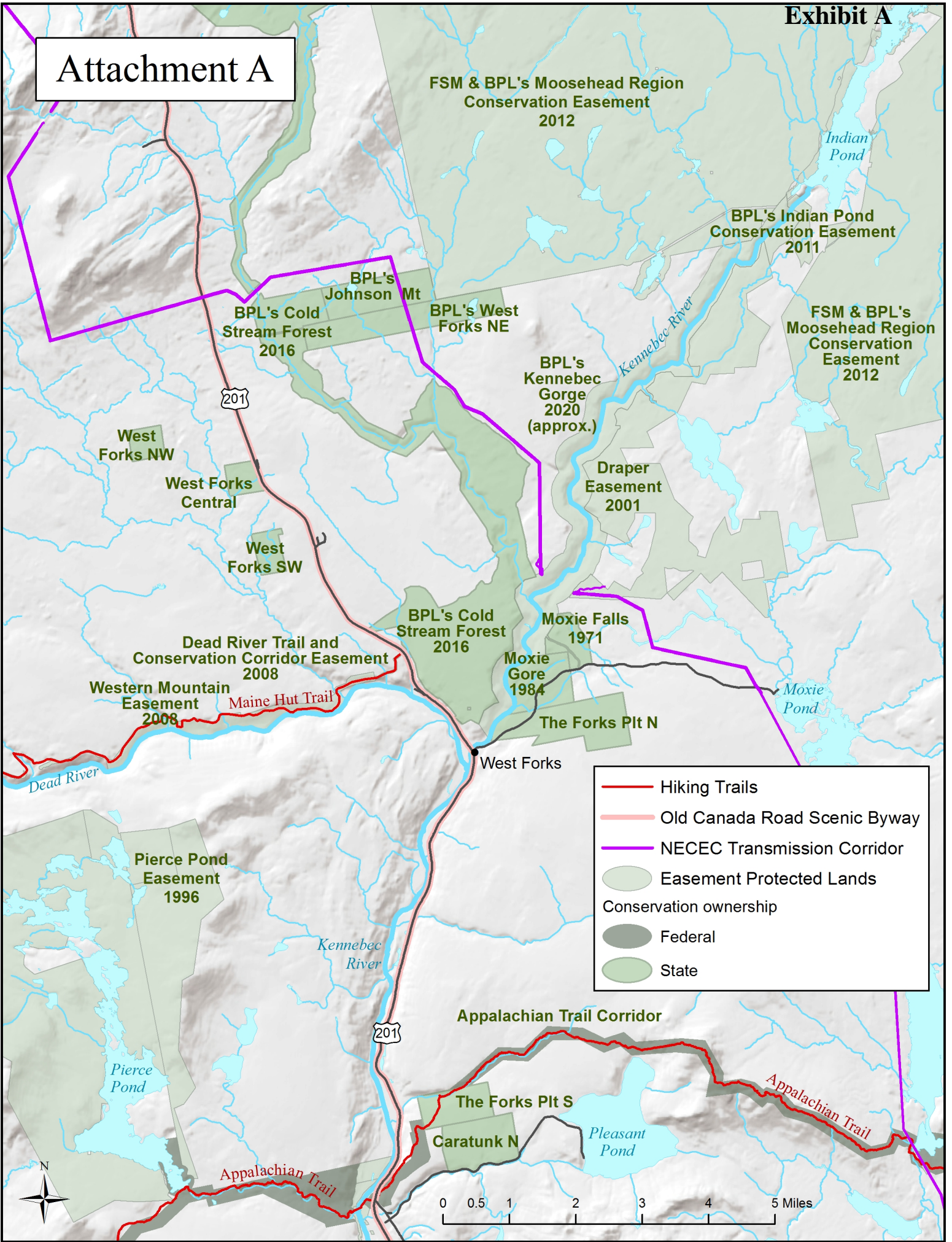
These measures to protect the environment are *de minimis* compared to the measures that would have to be taken to try and repair the environment if CMP/NECEC continue to construct portions of the NECEC across the sensitive landscape between Route 201 and the Kennebec River that may never be able to be utilized or connected and then have to create a whole new fragmenting corridor to replace it. Even with extensive remediation, recovery of the landscape disturbed by CMP's construction would require many years to recover to anything resembling its current condition.

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

Date: 10/1/2021


Jeffrey Reardon

Attachment A



MOOSEHEAD REGION
CONSERVATION EASEMENT

Granted by

PLUM CREEK MAINE TIMBERLANDS, L.L.C.

to

FOREST SOCIETY OF MAINE
as Holder

and to

STATE OF MAINE,
THROUGH THE DEPARTMENT OF CONSERVATION,
BUREAU OF PARKS AND LANDS.
as Third Party

Jensen Band
P.O. Box 4510
Portland 04112

[Handwritten marks]

CONSERVATION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, PLUM CREEK MAINE TIMBERLANDS, L.L.C., a Delaware limited liability company, formerly known as SDW Timber II, L.L.C., with a place of business in Fairfield, Maine (hereinafter referred to as "Grantor," which word is intended to include unless the context clearly indicates otherwise, the above-named Grantor and its successors and/or assigns, and/or any future owners or successors-in-interest to the Protected Property (defined below) or any portion thereof, and their executors, administrators and legal representatives), GRANTS to FOREST SOCIETY OF MAINE, a Maine not-for profit corporation with a place of business in Bangor, Maine (hereinafter referred to as "Holder," which word shall, unless the context clearly indicates otherwise, include Holder's successors and/or assigns), and GRANTS to the STATE OF MAINE, acting by and through its Department of Conservation, Bureau of Parks and Lands, with a mailing address of 22 State House Station, Augusta, Maine 04333 (hereinafter referred to as "Third Party", which shall, unless the context clearly indicates otherwise, include the Third Party's successors and/or assigns), with QUITCLAIM COVENANT, in perpetuity, the following described Conservation Easement on land hereinafter referred to as the "Protected Property," as described in Exhibit A1 and as shown on maps in Exhibit A 2, each of which is attached hereto and made a part hereof by reference (the "Conservation Easement").

PURPOSE

The purpose of this Conservation Easement is to provide a significant public benefit by protecting in perpetuity the Conservation Values of the Protected Property and by allowing but not requiring the Protected Property's continued operation as a Commercial Working Forest.

RECITALS

WHEREAS, the Protected Property is a predominately forested land area of significant breadth and diversity, with outstanding values including sizeable forests of high quality, productive soils, diverse wildlife and plant habitat, rare and endangered species habitat, extensive bogs, wetlands, rivers, streams, lakes, remote ponds, and other water bodies, and unique natural features, and qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 U.S.C. § 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder; and

WHEREAS, the Protected Property contains popular recreational areas important to the people of the State of Maine, and guaranteed access to and use of the Protected Property by the general public for Non-exclusive, Low-intensity Outdoor Recreation in perpetuity, consistent with the preservation and protection of the other values of the Protected Property and Grantor's reserved rights, is in the public interest; and

WHEREAS, the Protected Property is capable of providing a continuing and renewable source of forest products; and

WHEREAS, the Grantor has the reserved right to use the Protected Property for sustainably managed commercial Forest Management Activities under the terms and conditions set forth in this Conservation Easement, in a manner that is consistent with the protection of the Protected Property's Conservation Values; and

WHEREAS, the Parties agree that the Conservation Easement and the Management Plan together are sufficient to protect the Conservation Values; and

WHEREAS, the permanent protection of the Protected Property for conservation and for Non-exclusive, Low-intensity Outdoor Recreation, and the allowance of motorized recreational uses permitted pursuant to Section 6.A. hereto by the general public, while permitting use of the Protected Property for sustainable Forest Management Activities and other uses allowed in this Conservation Easement, all in a manner that is consistent with the protection of the Conservation Values, will make a lasting contribution to the State of Maine; and

WHEREAS, this Conservation Easement is granted in accordance with the terms and provisions of the Concept Plan for the Moosehead Lake Region approved by the Maine Land Use Regulation Commission ("LURC") pursuant to Zoning Petition ZP 707 on September 23, 2009; and

WHEREAS, this Conservation Easement is granted not as a gift but pursuant to the terms of the Concept Plan and in consideration for and mitigation of certain development rights that will be or have been authorized by LURC; and

WHEREAS, Holder is a tax exempt public charity under §§ 501(c)(3) and 509(a) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"), is qualified under § 170(h) of the Code to receive qualified conservation contributions and is qualified to hold conservation easements pursuant to 33 M.R.S.A. § 476(2)B, as amended; and

WHEREAS, this Conservation Easement is created pursuant to the Maine Uniform Conservation Easement Act, 33 M.R.S.A. §§ 476 et seq., as amended.

NOW THEREFORE, the Parties hereto have established this Conservation Easement affecting the Protected Property consisting of the following terms, conditions, restrictions, and affirmative rights, which shall run with and bind the Protected Property in perpetuity.

1. DEFINITIONS

The following terms shall have the following meanings:

Back Country Hut: means a Structure providing transient lodging in support of Low-intensity Outdoor Recreation. A back country hut may consist of, but not necessarily include, some or all of the following: a central area for serving meals and socializing for guests; office space; individual or shared sleeping accommodations; showers; toilets; and other amenities providing

basic comforts and conveniences for guests. A back country hut shall be sized to have a ground level building footprint of no more than 5,000 square feet and an overall height of no more than 40 feet as measured from the original grade at the downhill side of the Structure to the highest point of the Structure. A back country hut may include accessory Structures that provide limited and basic comforts and conveniences and are located, designed and sized to be in harmony with the surrounding natural environment, including but not limited to outdoor fire places or fire rings, picnic tables, picnic shelters, pressurized water systems; septic systems; and workshops, woodsheds, laundry, equipment storage, and other utility buildings as needed.

Baseline or Baseline Documentation: means the baseline documentation report prepared pursuant to Section 5 hereof.

Campground: means a camping facility designed for transient occupancy in support of Low-intensity Outdoor Recreation and/or motorized recreational uses permitted pursuant to Section 6.A. hereto. A campground includes campsites designed for tents, lean-tos, campers and other similar Structures providing basic shelter, but does not include cabins or other Structures providing enhanced camping conveniences. A campground may include limited accessory Structures that provide basic comforts and conveniences and are located, designed and sized to be in harmony with the surrounding natural environment, including but not limited to fire places or fire rings, tent platforms, picnic tables, picnic shelters, boat launches, temporary docking and mooring Structures, privies, pressurized water systems, septic systems, bathhouses, beach and swimming areas, playgrounds, ball fields, reservations/rental offices, woodsheds, laundry, equipment storage, and other utility buildings.

Commercial Working Forest: means an area of land that is used for the production of income from the buying or selling of one or more products or services derived from Forest Management Activities.

Concept Plan: means the concept plan of Plum Creek Maine Timberlands, L.L.C. and Plum Creek Land Company, entitled, "Concept Plan for the Moosehead Lake Region" and authorized by LURC pursuant to Zoning Petition ZP 707.

Conservation Easement: means this conservation easement covering the Protected Property and all exhibits attached hereto, as the same may be amended from time to time.

Construction Materials: shall have the meaning ascribed to such term in Section 3.C.1. hereof.

Conservation Values: means each and all of the following values associated with the Protected Property:

1. **Forest Values.** The condition of the Protected Property as a healthy, diverse in age and biology, forested land area containing high quality, productive and non-eroding soils, and capable of providing a continuing and renewable source of commercial forest products.
2. **Landscape-Scale Forestland Values.** The condition of the Protected Property as a large, largely unfragmented, diverse, substantially natural, and sustainably managed forest land area.

3. Aquatic Resources and Wetland Values. The Protected Property's diverse and extensive bogs, wetlands, rivers, streams, lakes, remote ponds, and other aquatic habitats, including fisheries habitats, their water quality, undeveloped shorelines and riparian areas, and the ecological values of these areas.
4. Wildlife, Plant, and Natural Community Values: The Protected Property's diverse and extensive wildlife, plant, forest and other terrestrial habitats, including habitats of rare, threatened and endangered flora and fauna, natural communities, and the ecological values of these areas.
5. Recreational Values: The diverse and extensive opportunities on the Protected Property for Non-exclusive, Low-intensity Outdoor Recreation by the public, consistent with the conduct of Forest Management Activities on the Protected Property.
6. Scenic Values: The scenic qualities of the Protected Property as experienced from public vantage points, consistent with the conduct of Forest Management Activities on the Protected Property.
7. Other Special Site Values: The unique, historic, cultural, archaeological, geological, scientific or educational sites on the Protected Property, and the attributes and resources of these sites.

Development Signage: means signage and informational gatehouse(s) related to designated development areas under the Concept Plan.

Forest Management Activities: means all aspects of planting, harvesting, and removal of any and all forest products, by any and all current and future planting, harvesting and removal techniques allowable under law (now or in the future). Forest Management Activities shall include the following activities and Grantor's management of such activities: reforestation, planting, growing, cutting, and harvesting trees, forest products, and other vegetation; construction, use, and maintenance of skid trails, skid roads, skidder bridges, log yards, landing and staging areas, land management roads, winter haul roads or other paths, roads, or trails used to provide pedestrian, domestic animal and vehicular access on and from and within the Protected Property in order to carry out the Forest Management Activities on the Protected Property; clearing for reforestation; harvesting, pruning, girdling, thinning, or trimming trees and other vegetation; harvesting forest products with domestic animals or mechanical equipment; maintenance of existing fields and meadows; conducting timber cruising, forest management planning, forest stand improvement, forest crop selection, forest research, and other forest resource evaluation activities; cutting and removing forest products, including but not limited to trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, bark, shrubs, lesser vegetation, and biomass; collection and processing of all sugar maple products; conducting fire control and other activities to prevent or control losses or damage to forest crops or forest products; identifying and marking boundaries; salvaging forest crops or forest products; marking timber and performing other activities to identify trees or areas for harvest; performing commercial and pre-commercial silvicultural treatments; disposing of harvesting debris and

conducting post-harvest or site recovery activities; prescribed burning; applying in accordance with applicable statutes and regulations herbicides, pesticides, fungicides, rodenticides, insecticides, and fertilizers; removing, loading, and transporting timber and other forest crops and products; processing forest products with portable or temporary equipment designed for in-woods processing, including the establishment and maintenance of log merchandising yards; trimming, cutting, removing, burning, or otherwise disposing of any trees or vegetation which are diseased, rotten, damaged or fallen; trimming, cutting, removing, or otherwise disposing of any trees or vegetation as is necessary to construct or maintain fire lanes, Trails, and any roads permitted under this Conservation Easement; and any other similar activities.

Forestry Improvements: means any and all Structures, facilities, improvements and utilities that are directly related to and required for the conduct of Forest Management Activities, including, without limitation, roads, fences, bridges, gates, maple sugar houses and appurtenant facilities, forest management camps, logging camps or other similar Structures providing temporary, short-term housing, and barns, garages, storage facilities, portable sawmills, mobile chippers, and other processing equipment and facilities, associated signs and Structures, utility services to serve and support such Forestry Improvements, including telecommunication systems, electric power lines and generation facilities, wells, and subsurface wastewater disposal facilities.

Low-intensity Outdoor Recreation: means non-motorized outdoor, nature-based recreational activities including, by way of example and without limitation, boating, swimming, fishing, hiking, hunting, trapping, picnicking, nature observation, wildlife study and photography, wild crop harvesting, horseback riding, tent and shelter camping, cross country skiing, bicycling, snowshoeing, and enjoyment of open space.

LURC: means the Maine Land Use Regulation Commission which shall, unless the context clearly indicates otherwise, include LURC's successors and/or assigns:

Management Advisory Team or MAT: means the Management Advisory Team referred to in Section 3.C.2. hereof.

Management Plan: means the Multi-Resource Management Plan of even date herewith between Grantor, Holder and Third Party called for in Section 3.C.2. hereof, and any subsequent amendments thereto.

Non-exclusive: means those activities available to the general public in which participation is not prohibited or affirmatively restricted based on required membership or application of other discriminatory or exclusive criteria; provided however that the charging of a reasonable fee for service or for reimbursement of costs for these activities, in and of itself shall not cause an activity to be deemed "exclusive."

Party: means any one signatory to this Conservation Easement and its successors and/or assigns.

Parties: means all signatories to this Conservation Easement and their successors and/or

assigns.

Permitted Construction Materials Removal Activities: shall have the meaning ascribed to such term in Section 3.C.1. hereof.

Permitted Public Purpose Transfers: shall have the meaning ascribed to such term in Section 7.D.2. hereof.

Protected Property: means land located in Big W, West Middlesex Canal Grant T1R3 NBKP, Soldiertown T2R3 NBKP, Brassua T2R2 NBKP, Thorndike T3R2 NBKP, Long Pond T3R1 NBKP, Rockwood Strip T1R1, Rockwood Strip T2R1, Sandwich Academy Grant T2R1 NBKP, Taunton & Raynham Academy Grant T1R1 NBKP, Misery Gore, Misery T2R7 BKP WKR, Sapling T1R7 BKP WKR, Chase Stream T1R6 BKP WKR, Indian Stream T1R6 BKP EKR, Squaretown T2R5 BKP EKR, West Forks Plantation, Johnson Mountain T2R6 BKP WKR, and Parlin Pond T3R7 BKP WKR Townships, and the Town of Jackman, Somerset County; and Big Moose T2R6 BKP EKR, Beaver Cove TA2 R13 and R14 WELS, Days Academy Grant, Spencer Bay T1R14 WELS, Lily Bay TA R14 WELS, Smithtown T1R13 WELS, Frenchtown TA R13 WELS, Bowdoin College Grant West T8R10 NWP, and Elliotsville Townships, and the Town of Greenville, Piscataquis County, Maine, hereinafter referred to as the “Protected Property,” as described in Exhibit A-1, and shown on maps in Exhibit A-2.

Qualifying Forestry Certification Program: means any of the following certification programs and successors thereto: (i) the Sustainable Forestry Initiative 2005 – 2009 Standards (“SFIS”); (ii) the Forest Stewardship Council Program as in effect on the date hereof; (iii) for parcels of no more than 7500 acres created and conveyed by Grantor to unaffiliated third parties pursuant to Section 7 hereof and approved by Holder and Third Party with respect to each parcel, the American Tree Farm System Certification as in effect on the date hereof; (iv) any successor program to those listed in subparagraphs (i), (ii) and (iii) above, provided however, that Holder and Third Party shall have reviewed any successor program and determined that the standards and procedures of the successor program are no less protective of the Conservation Values than the program it is replacing (“approved successor program”); or (v) any similar certification program to those listed in subparagraphs (i), (ii), (iii) and (iv) above, provided that Holder and Third Party shall have reviewed any similar certification program and determined that the standards and procedures of the certification program are no less protective of the Conservation Values than the certification programs listed in either subparagraphs (i) or (ii) or their approved successor programs for parcels in excess of 7500 acres, and no less protective than the certification programs listed in subparagraph (iii) or its approved successor program for parcels that are 7500 acres or smaller in size. Holder and Third Party shall conduct such reviews in a timely manner. If the Holder reasonably determines that the auditing process used or proposed to be used to determine compliance by the Grantor with the standards of the qualifying certification program is administratively or technically incapable of making an accurate certification determination, the Holder may remove a previously listed certification program from the list of qualifying certification programs, but only after the conclusion of all dispute resolution procedures pursuant to Section 19 hereto that may occur as a result of Holder’s determination, in which the Holder’s determination of incapacity is upheld.

Recreational Facility Activities: means all activities, including construction, maintenance and operations related to those Structures and facilities permitted in Section 3.C.6. hereof.

Remote Rental Cabin: means a building used only as a transient lodging facility in support of Low-intensity Outdoor Recreation and/or motorized recreational uses permitted pursuant to Section 6.A. hereto. A remote rental cabin cannot: (1) be larger than 750 square feet in gross floor area; (2) be served by any public utilities providing electricity, water, sewer, or telephone services, except radio communications, mobile phone services or other similar non-land line based forms of communications; (3) have pressurized water; (4) have a permanent foundation, and (5) be located within 1000 feet of any public road or within 1000 feet of any other type of residential or commercial development.

Resource Information System: means an information system established and maintained by Grantor in accordance with Section 5 hereof that is sufficient in the reasonable judgment of the Holder to meet Grantor's obligations pursuant to this Conservation Easement.

Septic Field Activities: means all activities related to the disposal, through spreading on the land, of septic tank waste generated solely by Surrounding Communities, as permitted in Section 3.C.3. hereof.

Structure: means anything constructed or erected with a fixed location on or in the ground, or attached to something having a fixed location on or in the ground.

Surrounding Communities: means the communities in or around the Protected Property (including newly developed areas) as are enclosed within a delineated boundary line on the map found in Exhibit B, attached hereto and made a part hereof by reference.

Trail: means all trails for motorized and/or non-motorized recreational use by the general public, including without limitation hiking, snowshoeing, snowmobiling, horse, ATV and other off-road trails and paths.

Utility Transmission Structures: means the Structures normally associated with the local distribution of telecommunication or electric power services, including distribution lines, cables, poles and related equipment.

Water Extraction Activities: means the surface and subsurface extraction of water for those uses permitted in Section 3.C.4. hereof.

Wind Power Associated Activities: means any and all activities that are associated with or necessary to enable Wind Power Turbine Activities including the study, design construction, placement, maintenance, operation and use of roads, trails, electrical distribution, collection, transmission and communications lines required to construct, place, maintain, operate or use wind power turbines and transmit the electricity generated therefrom to local or long-distance electrical distribution systems. Wind Power Associated Activities includes the facilities, improvements, fixtures and equipment, whether temporary or permanent, needed for construction, placement, maintenance, operation or use of these roads and transmission lines but

does not include the construction, placement, maintenance, operation or use of wind power turbines.

Wind Power Facility Area: means the areas of the Protected Property in which Wind Power Turbine Activities are allowed to take place, as shown on the map at Exhibit C, attached hereto and made a part hereof by reference.

Wind Power Turbine Activities: means converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto including: (i) determining the feasibility of wind energy conversion in the Wind Power Facility Area, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples; (ii) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines (including supporting towers and foundations), electrical distribution, collection, transmission and communications lines, electric transformers, telecommunications equipment, power generation facilities to be operated in conjunction with commercial wind turbine installations, roads, laydown yards, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment.

2. PROHIBITED LAND USES AND STRUCTURES ON PROTECTED PROPERTY

The following land uses are prohibited on the Protected Property unless expressly permitted elsewhere in this Conservation Easement: residential, commercial, industrial, private, and institutional uses. Structural development associated with the following land uses is prohibited on the Protected Property unless expressly permitted elsewhere in this Conservation Easement: residential, commercial, industrial, private, public, and institutional uses. Without limiting the generality of the foregoing, the following Structures are all specifically prohibited on the Protected Property unless otherwise expressly permitted in this Conservation Easement: residential dwellings (including houses, apartment buildings, multi-family housing units, condominiums, trailer parks and mobile homes); permanent outdoor high-intensity lights; motels or hotels; billboards (other than Development Signage and directional and informational signs associated with permitted uses); junk yards; landfills; energy generation or waste disposal activities; new public or toll roads or new long-distance energy or telecommunications distribution systems that traverse or transect the Protected Property; and recreational vehicles left in any one place on the Protected Property for a length of time or in a manner that is inconsistent with transient recreational purposes. Further, no new filling, drilling, excavation, or alteration of the surface of the earth, no removal of soil or minerals, and no changes in the topography are allowed on the Protected Property unless otherwise expressly permitted in this Conservation Easement.

3. PERMITTED LAND USES AND STRUCTURES ON PROTECTED PROPERTY

A. Perpetual Right for Specified Land Uses. Notwithstanding the foregoing Section 2, Grantor shall have the reserved right, all as defined by and subject to the terms and conditions

contained in this Conservation Easement including but not limited to those contained in Section 3.C. and Sections 6.A. and 6.B. hereto, to undertake and conduct, or allow to be undertaken and conducted, on the Protected Property: (1) Construction Materials Removal Activities; (2) Forest Management Activities; (3) Septic Field Activities; (4) Water Extraction Activities; (5) Wind Power Turbine Activities in the Wind Power Facility Area, and Wind Power Associated Activities in all other locations on the Protected Property; (6) Recreational Facility Activities; (7) uses associated with the construction, maintenance and operation of public fire, safety and emergency Structures and no more than six (6) telecommunication/cell "towers"; (8) uses associated with the construction, placement, maintenance and replacement of Development Signage; (9) Non-exclusive, Low-intensity Outdoor Recreation; and (10) motorized recreational uses.

B. Permitted Structures

1. New Structures. Notwithstanding the foregoing Section 2, from the date of this Grant the following new temporary or permanent Structures are allowed to be constructed, placed, and maintained on the Protected Property: (1) new or expanded temporary or permanent roads and Utility Transmission Structures pursuant to the provisions of Section 4 hereof; (2) Structures accessory to and consistent with permitted uses set forth in Sections 3.C. hereof; (3) Structures required for nature observation (including, without limitation, observation blinds and platforms); (4) Trails; (5) Structures required for the administration and collection of fees pursuant to Section 6.B. hereto; and (6) a spur rail line, and any accessory Structures necessary for its construction, maintenance and operation, located in Sapling Township that connects a commercial/industrial development area adjoining and in existence as of the date of the execution of this Conservation Easement and identified as the D-MH-CI zone within the Concept Plan to an existing rail line that transects Sapling Township. For any proposed Structure, if the permitted use or activity to which the Structure is accessory requires consultation with, review, or consent of the Holder, the same standard of consultation, review, or consent is required for the Structure before it can be constructed.

Notwithstanding the foregoing, new minor Structures and improvements in furtherance of Non-exclusive, Low-intensity Outdoor Recreation and permitted motorized recreational uses pursuant to Section 6.A. hereto (such as trail heads, trailhead parking, bridges, benches, tables, erosion control systems, wells, springs, and unobtrusive signs for educational and informational purposes) may be installed, constructed, maintained, repaired, and replaced from time to time without the consent of Holder, provided that such minor Structures and improvements are installed and constructed in accordance with applicable laws.

2. Existing Structures; expansion. Structures existing as of the date of the grant of this Conservation Easement may be maintained, replaced in place and in kind, and repaired from time to time, but may not be expanded without the consent of Holder, which consent shall be granted only upon a determination by Holder that such expansion will not result in an undue adverse effect on the Conservation Values. Notwithstanding the foregoing, the level of consultation, review, or consent of Holder required (1) for proposed expansion of existing Structures that qualify as Forestry Improvements shall be governed by Section 3.C.2. hereof, and (2) for expansion of existing roads and Utility Transmission Structures shall be governed by

Section 4 hereof.

C. Terms and Conditions Governing Specified Land Uses and Structures

1. Construction Materials Removal Activities

(a) Grantor shall have the right to excavate or alter the Protected Property by removal (by quarrying or otherwise) and storage of rock (including decorative rock), gravel, aggregate, sand, other similar construction or landscaping materials (collectively "Construction Materials") in connection with (1) Forest Management Activities on the Protected Property; (2) Forest Management Activities of Grantor on other adjacent lands owned by Grantor, (3) the maintenance, construction, and use of roads not owned by Grantor but which are used by Grantor to access the Protected Property; (4) the road maintenance, property improvement, or construction activities of the State, cities, towns, local communities and third parties for use in the Surrounding Communities, or (5) the maintenance, property improvement (including landscaping) or development of areas in the Surrounding Communities (such permitted excavations or alterations of the Protected Property are referred to hereinafter collectively as the "Permitted Construction Materials Removal Activities"). Grantor specifically reserves the right to give, exchange or barter Construction Materials from the Protected Property, or make incidental sales thereof, for uses that are allowable for Permitted Construction Materials Removal Activities. Grantor's Permitted Construction Materials Removal Activities under this Section 3.C.1., including any reclamation undertaken following such activities, shall be conducted in accordance with applicable laws and regulations.

(b) The right to conduct Permitted Construction Materials Removal Activities is subject to the requirement that the disturbed area for such activity does not exceed 15 acres in size per extraction site and that no more than 400 acres within the Protected Property be actively disturbed and not revegetated and stabilized at any one time; provided that any site less than an acre in size, the materials from which are used solely for Grantor's Forest Management Activities, shall not count for purposes of the cap set forth above. The removal of loose surface decorative rock that does not materially disturb forest soils and vegetation is not subject to these restrictions.

(c) Grantor shall give Holder 60-day notice prior to commencement of Construction Materials Removal Activities at a new or expanded site of one acre or greater. Grantor shall consult with Holder for the purpose of reasonably minimizing adverse effects to the Conservation Values of this Conservation Easement from the proposed removal activity at these noticed sites. For any proposed removal at these noticed sites that Holder reasonably believes would result in undue adverse effects to the Conservation Values, Holder by notice to Grantor may require that Grantor show that no reasonable alternative to the proposed site exists within a two mile radius and accessible by the established road system. If, in the reasonable judgment of Holder, Grantor shows that no reasonable alternative exists, Grantor may conduct the proposed Construction Materials Removal Activity on the proposed site. If, in the reasonable judgment of Holder, Grantor shows or Holder otherwise determines that a reasonable alternative exists, then Grantor shall conduct the Construction Materials Removal Activity at that alternate site. Construction Materials Removal Activities in areas identified as Exemplary Natural

Communities in the Baseline Documentation, the Resource Information System, or in the Management Plan may only go forward if such plans are consistent with and limited by the protections established for those areas.

2. Forest Management Activities

(a) General Conduct of Forest Management Activities; Management Plan. Grantor shall have the reserved right to conduct Forest Management Activities. All Forest Management Activities on the Protected Property, except timber cruising and resource evaluation, shall be conducted in accordance with the Management Plan. Grantor acknowledges that the purpose of the Management Plan is to guide Forest Management Activities so as to be in compliance with the terms and conditions of this Conservation Easement. The Management Plan shall both protect the Conservation Values of the Protected Property and allow its continued operation as a commercial working forest in accordance with the terms and conditions of the Management Plan. The Parties agree that the terms and conditions contained in this Conservation Easement and in the Management Plan are sufficient to protect the Conservation Values. Grantor shall operate within the constraints of the Management Plan, and the Management Plan shall be reviewed annually by the Parties and the MAT. The Management Plan shall remain in effect until amended or modified by the Parties, at which time the amended or modified form of the Management Plan shall remain in effect. No amendment or modification to the Management Plan may be any less protective of the Conservation Values than the standards, policies, programs, practices and agreements in effect prior to any such amendment, and no amendment or modification to the Management Plan shall become effective until agreed to by the Parties.

(b) Management of Non-Commercial Vegetation. Grantor reserves the right to manage non-commercial vegetation by cutting, pruning and planting without the requirement of a management plan, as necessary to exercise the rights reserved to Grantor hereunder and to accommodate Non-exclusive, Low-intensity Outdoor Recreation and motorized recreational uses permitted pursuant to Section 6.A. hereto as allowed by this Conservation Easement. Managing non-commercial vegetation includes the removal of vegetation for safety purposes, and for the creation of scenic vistas and views from Trails, public roadways, campsites, overlooks, and public vantage points catalogued by Holder pursuant to Section 5.B herein, provided that all vegetation management shall be conducted in a manner that protects the Conservation Values of the Protected Property. The incidental sale of vegetation cut or removed from the Protected Property in the exercise of Grantor's non-commercial vegetation management rights shall not require a management plan, and need not be addressed in the Management Plan.

(c) Forestry Improvements. Grantor may develop, construct, maintain, install, replace and repair at any time and from time to time Forestry Improvements on the Protected Property without Holder approval and subject to the provisions of Section 4, including the construction, placement and maintenance of temporary or permanent new roads required to conduct Forest Management Activities occurring outside of the Protected Property; provided, however, that to the extent reasonably practical utility services crossing the Protected Property that are a part of Forestry Improvements shall be located in a manner to minimize their adverse effect on the Conservation Values. Except as provided in Section 4.A.2.(b) hereto, Forestry Improvements on the Protected Property shall only be used in connection with and/or for the

purpose of accomplishing Forest Management Activities on the Protected Property. All Forestry Improvements permitted hereunder shall be installed and constructed in accordance with applicable laws and regulations.

(d) Third Party Certification

(1) If Grantor seeks or maintains a third party certification on the Protected Property, Holder shall be permitted to observe the audit process as it relates to the Protected Property and shall have access, subject to the provisions of Section 12 hereto, to the Grantor's supporting information for the certification as it relates to the Protected Property.

(2) For purposes of obtaining or maintaining a certification from a Qualifying Forestry Certification Program, the qualifying auditing program shall audit and determine certification based upon a determination of Grantor's compliance with this Section 3.C.2. and the Management Plan, in addition to the requirements of such Qualifying Forestry Certification Program.

(3) So long as Grantor obtains or maintains a third party certification from a Qualifying Forestry Certification Program that the Protected Property is being managed in accordance with the requirements of this Section 3.C.2. and the Management Plan, then there shall be a rebuttable presumption that Grantor is in full compliance with the Management Plan. Notwithstanding this rebuttable presumption:

(aa) If Holder determines there to be a lack of compliance by Grantor with the Management Plan, and further determines that the certification standards and procedures as applied through the audit were flawed or otherwise inadequate to determine compliance with the Management Plan, Holder shall first seek to resolve all compliance issues with Grantor. If this effort does not resolve all issues, Holder shall follow the appeals process, if any, of said Qualifying Forestry Certification Program. If (1) the appeals process is not completed within one year of submittal of an appeal by Holder to the Qualifying Forestry Certification Program, or (2) the Holder continues to believe that all issues relating to a violation have not been resolved notwithstanding the existence of certification, then Holder may enforce this Conservation Easement as provided in Section 8 hereof. In order to rebut any presumption of compliance, Holder must demonstrate that the certification standards and procedures as applied through the audit were flawed or otherwise inadequate to determine compliance with the Management Plan.

(bb) If the certification audit finds violations of this Conservation Easement or the Management Plan that do not result in the loss or proposed loss of certification, then no presumption of compliance with the Management Plan will apply to the practices that resulted in the violations. For all such violations, whether resulting or not in the loss or proposed loss of certification, Holder shall first determine whether the remedial action (if any) sought by the Qualifying Forestry Certification Program for the violation has been implemented and if so, whether such remedial action resolves the violation. If Holder concludes that the remedial action, if any, does not resolve the

violation, then Holder shall seek to resolve any issues relating to the violation with Grantor. If Holder continues to believe that the all issues relating to the violation have not been resolved by the Grantor, Holder may enforce this Conservation Easement or the Management Plan as provided in Section 8 hereof.

(e) Violations After Completion of Audit. If the Holder believes that a violation of the Management Plan has occurred after the completion of the most recent certification audit, then Holder may immediately seek to enforce this Conservation Easement or the Management Plan, and compliance with this Conservation Easement and the Management Plan will be evaluated based upon the Forest Management Activities conducted and outcomes thereof. In such event, Holder shall first seek to resolve any compliance issue with Grantor. If this does not resolve the issues relating to the violation, then Holder may enforce this Conservation Easement or the Management Plan as provided in Section 8 hereof.

(f) Absence of Third-Party Certification. In the absence of third-party certification of the Protected Property from a Qualifying Forestry Certification Program, including as a result of (1) the choice of the Grantor to no longer seek third-party certification, (2) the failure to receive certification following an audit, or (3) the removal by the Holder of the forestry certification program previously utilized by Grantor due to its administrative or technical incapacity to make an accurate certification determination and the subsequent failure of the Grantor to seek third-party certification from a Qualifying Forestry Certification Program, the Management Plan shall continue to govern Forest Management Activities on the Protected Property, and compliance with this Conservation Easement and the Management Plan will be determined by the Holder based upon the Forest Management Activities conducted and outcomes thereof. In the absence of said third-party certification, Grantor will provide Holder with the same types and detail of information required for a Qualifying Forestry Certification Program so that Holder can determine consistency with this Conservation Easement and the Management Plan, including sustainable forest management provisions.

(g) Management Advisory Team. There shall be a Management Advisory Team made up of such parties (including state and federal government agencies with expertise in flora and fauna) and with such duties as are specified in the Management Plan, but that will, at a minimum (1) advise and consult with the Parties on at least an annual basis as to how the Parties might best achieve the Conservation Values, and (2) consult with the auditor of the Qualifying Forestry Certification Program and the Holder with respect to all matters covered by Section 3.C.2 hereto.

3. Septic Field Activities. Grantor shall have the right to engage in Septic Field Activities, so long as said Septic Field Activities (1) are limited to no more than 100 acres of the Protected Property at any given time with no more than 500 acres in the aggregate being permitted for Septic Field Activities for the perpetual life of this Conservation Easement, and (2) do not cause an undue adverse effect on the Conservation Values at any site proposed for Septic Field Activity. Holder approval of each Septic Field Activity site shall be required before Grantor's commencing said activity; said consent shall not be withheld so long as Holder makes a determination that siting is consistent with the requirements of this Section 3.C.3.

4. Water Extraction Activities. Grantor shall have the right to conduct Water Extraction Activities solely for use in the Surrounding Communities (1) for forestry or residential purposes and/or (2) to serve the needs of areas designated for resort development under the Concept Plan, and to construct and maintain Structures and facilities necessary for the same, provided that any such extraction is conducted in a sustainable manner and reasonably minimizes the adverse effects on the Conservation Values; and provided further that such water extraction shall not be for commercial consumer retail or “bottled water industry” purposes.

Grantor shall give Holder 60-day notice prior to disturbance at any site for purposes of Water Extraction Activities. Grantor shall consult with Holder for the purpose of minimizing undue adverse effects to the Conservation Values from the proposed water extraction and associated activities at these noticed sites. For any proposed activities at these noticed sites that Holder reasonably believes would result in undue adverse effects to the Conservation Values, Holder shall give notice to Grantor and require Grantor to show to Holder that no reasonable alternative to the proposed site exists within a two mile radius of the proposed site and accessible by the established road system. If, in the reasonable judgment of Holder, Grantor shows that no reasonable alternative exists, Grantor may conduct the proposed Water Extraction Activity at the proposed site. If, in the reasonable judgment of Holder, Grantor shows or Holder otherwise determines that a reasonable alternative exists, then Grantor shall conduct the Water Extraction Activity at that alternate site. Water Extraction Activities in areas identified as rare or exemplary natural communities in the Baseline Documentation, the Resource Information System, or in the Management Plan may only go forward if such plans are consistent with and limited by the protections established for those areas.

5. Wind Power Turbine Activities and Wind Power Associated Activities.

Subject to the receipt of (1) all necessary permits pursuant to applicable laws and regulations, and (2) Holder approval, Grantor shall have the right to undertake Wind Power Turbine Activities in the Wind Power Facility Area and Wind Power Associated Activities in all other locations on the Protected Property (“proposed activity”). If all necessary permits have been received for the proposed activity, Holder approval is deemed granted, unless the Holder makes an affirmative finding that the regulatory standards used in making the permitting decision(s) regarding the proposed activity were inadequate to determine whether the proposed activity would cause an undue adverse effect on the Conservation Values. Holder and Third Party acknowledge that the regulatory standards in effect on the date of execution of this Conservation Easement are adequate to make said determination of undue adverse effect on the Conservation Values.

6. Recreational Facility Activities. Grantor shall have the right to construct, maintain and operate, or to allow the construction, maintenance and operation as specified in this Conservation Easement, of new Campgrounds and expansions of Campgrounds that are located within or adjoin the boundaries of the Protected Property, new public boat launches and expansions of public boat launches that are located within or adjoin the boundaries of the Protected Property, no more than five (5) Back Country Huts, and no more than twenty-five (25) Remote Rental Cabins (hereinafter individually “recreational facility” or collectively “recreational facilities”). Back Country Huts, Campgrounds and Remote Rental Cabins shall each only be operated by Third Party or its agent or one or more non-profit entities, and shall be

open to the public on a Non-exclusive basis. The location of new or expanded recreational facilities require Grantor's approval, which will not be unreasonably withheld, and construction, expansion and operation may only occur following the consent of both the Holder and Third Party, which consent will not be unreasonably withheld, and which shall be based on a determination that construction, expansion and operation of the proposed recreational facilities will not have an undue adverse effect on the Conservation Values and is otherwise proposed to be constructed, expanded and operated in a manner consistent terms and conditions of this Conservation Easement. Once constructed or expanded, said recreational facilities may be operated, maintained, repaired or reconstructed in kind and in place from time to time, without the consent of Holder or Third Party.

Structures accessory to new or existing Campgrounds, Back Country Huts or Remote Rental Cabins that enable the generation of electric power from renewable energy sources, such as solar collectors, or wind or hydropower turbines, are permitted, provided that (1) the renewable energy source is both sized and used solely to meet the electric power needs of the Campground, Back Country Hut or Remote Rental Cabin at which the renewable energy source is located, and (2) prior to construction and operation of any renewable energy source, approval by the Grantor and consent of both the Holder and Third Party has been given, with said consent based on a determination that construction and operation of a renewable energy source will not have an undue adverse effect on the Conservation Values and is otherwise proposed to be constructed and operated in a manner consistent with the terms and conditions of this Conservation Easement. Neither Grantor's approval nor consent of the Holder and Third Party will be unreasonably withheld.

7. Telecommunication/Cell Towers and Public Fire, Safety and Emergency Structures. Grantor shall have the right to construct, maintain and operate, or to allow the construction, maintenance and operation of no more than six (6) telecommunication/cell towers ("towers") and those public fire, safety and emergency Structures required for performing said public functions in the Surrounding Communities. The construction of these towers and public fire, safety and emergency Structures may only occur following the consent of the Holder, which consent will not be unreasonably withheld, and which shall be based on a determination that said construction and operation will not have an undue adverse effect on the Conservation Values.

8. Development Signage. Grantor shall have the right to construct, place, maintain, and replace at any time and from time to time Development Signage. In designing and siting the Development Signage, Grantor shall consult with Holder to reasonably minimize the intrusiveness of the Development Signage and ensure that Development Signage reasonably blends in with the local setting. Holder's prior consent to such Development Signage shall be required, which consent shall not be unreasonably withheld.

4. ROADS, UTILITY TRANSMISSION STRUCTURES, AND EASEMENTS ON PROTECTED PROPERTY

A. Roads and Utility Transmission Structures

1. General Prohibition. Grantor may not construct, place or maintain any new temporary or permanent roads or Utility Transmission Structures on the Protected Property, or expand or permit to be expanded any existing roads or Utility Transmission Structures on the Protected Property except: (1) as expressly permitted in Section 4.A.2. hereto; or (2) as required to access (a) Structures existing as of the date of the execution of this Conservation Easement, (b) Structures used for nature observation (including, without limitation, observation blinds and platforms), (c) trails for use by the general public, (d) Structures required for the administration and collection of fees pursuant to Section 6.B. hereto, and (d) Structures required for the spur rail line described and permitted in Section 3.B.1 hereof. New public or toll roads or new long-distance energy or telecommunications distribution systems that traverse or transect the Protected Property are prohibited. Roads and Utility Transmission Structures constructed, placed or expanded pursuant to Section 4.A.2. hereto may be maintained, repaired and replaced from time to time without the consent of Holder so long as said maintenance, repair or replacement does not enlarge the length or width, or otherwise expand the size of the road or the Utility Transmission Structure. Grantor shall have the reserved right to maintain and repair roads and maintain, repair and replace Utility Transmission Structures on the Protected Property that are in existence as of the date of execution of this Conservation Easement pursuant to the provisions of Section 3.B.2 hereto.

2. Exceptions to General Prohibition

(a) Roads and Utility Transmission Structures to Access Certain Development. Grantor shall have the reserved right to construct, place, and maintain temporary or permanent new roads and Utility Transmission Structures, or expand existing roads and Utility Transmission Structures for the purpose of accessing authorized development located in development areas established in the Concept Plan, so long as said roads and/or Utility Transmission Structures are located, designed and constructed in a manner so as to, as reasonably practical, (1) minimize the amount of Protected Property utilized by the roads and/or Utility Transmission Structures in accessing the development area, and (2) minimize the adverse effects on Conservation Values. No such roads and/or Utility Transmission Structures may be constructed, placed or expanded without all necessary regulatory approvals first having been obtained, including permits required for the development which is to be accessed by said roads and/or Utility Transmission Structures.

(b) Roads and Utility Transmission Structures for Forest Management Activities. Grantor shall have the reserved right to construct, place, and maintain temporary or permanent new roads and Utility Transmission Structures, or expand existing roads and Utility Transmission Structures as Grantor may determine to be required to conduct Forest Management Activities occurring on the Protected Property pursuant to Section 3.C.2. hereto, or outside of the Protected Property. As is reasonably practical, Grantor shall locate, design and construct said roads and Utility Transmission Structures so as to minimize the adverse effects on the

Conservation Values.

(c) Roads and Utility Transmission Structures to Access and Service Other Land Uses Specified in Section 3.C. hereto. Grantor shall have the reserved right to construct, place, and maintain temporary or permanent new roads and Utility Transmission Structures, or expand existing roads and Utility Transmission Structures, as Grantor may determine to be required to access and service land uses permitted pursuant to Sections 3.C.1.,3.,4.,5.,6.,7. & 8. hereto. Holder consultation, review and/or approval shall be required before any temporary or permanent road or Utility Transmission Structure may be constructed or expanded, with said consultation, review and/or approval exercised in the same manner and utilizing the same standard as may be required for conduct of the specified land use that will be accessed and serviced by the road or Utility Transmission Structure, all as set forth in Sections 3.C.1.,3.,4.,5.,6.,7. & 8. hereto. For all roads and Utility Transmission Structures which require Holder approval pursuant to the foregoing, no Holder approval shall be granted unless Holder determines that the length, width and surface material of the road, and the size and capacity of the Utility Transmission Structure, is no greater than required to meet the access and servicing needs of the specified land use or, if the road and/or the Utility Transmission Structure is to be co-utilized, no greater than required to meet the access and service needs of the specified land use in combination with those other access and services needs expressly allowed in this Section 4.A.2.

(d) Roads and Utility Transmission Structures to Access Specified Existing Residential Structures. Grantor shall have the reserved right to maintain or expand existing roads, or construct, place, maintain or expand temporary or permanent new Utility Transmission Structures, all as Grantor may determine to be required to access certain residential Structures on leased lots in existence at the time of execution of this Conservation Easement and shown in Exhibit D, attached hereto and made part herein by reference, regardless of whether the residential Structures shown in Exhibit D hereto are leased or owned in fee. As is reasonably practical, Grantor shall expand said roads so as to minimize the adverse effects on Conservation Values. No Utility Transmission Structure proposed for the purposes stated in this Section 4.A.2(d) may be constructed or expanded without the approval of the Holder, based upon Holder's determination that the Utility Transmission Structure will not have an undue adverse effect on the Conservation Values.

(e) Roads and Utility Transmission Structures to Access and Service Low-intensity Outdoor Recreation and Permitted Motorized Recreational Uses. Grantor shall have the reserved right to construct, place, and maintain temporary or permanent new roads and Utility Transmission Structures, or expand existing roads and Utility Transmission Structures, as Grantor may determine to be required to access locations in which Low-intensity Outdoor Recreation activities or motorized recreational uses permitted pursuant to Section 6.A. hereto are occurring or desired, either on the Protected Property or on federal or state government-owned or managed lands adjacent or reasonably proximate to the Protected Property. By way of example only, said locations could include ponds, hunting areas and Trails. No roads or Utility Transmission Structure proposed for this purpose may be constructed or expanded without the approval of the Holder, based upon Holder's determination that the proposed road or Utility Transmission Structure will not have an undue adverse effect on the Conservation Values. No

Holder approval shall be granted unless Holder determines that the length, width and surface material of the road, and the size and capacity of the Utility Transmission Structure, is no greater than required to meet only the access needs for Low-intensity Outdoor Recreation or permitted motorized recreational uses or, if the road and/or the Utility Transmission Structure is to be co-utilized, no greater than required to meet the access and service needs of Low-intensity Outdoor Recreation or permitted motorized recreational uses in combination with those other access and services needs expressly allowed in this Section 4.A.2.

B. Easements, Rights of Way, or Other Interests. Grantor may grant permanent or temporary easement rights, rights of way, or other interests for the conduct of any activity permitted on the Protected Property by this Conservation Easement (including but not limited to construction, maintenance and use of snowmobile, hiking, bicycling, pedestrian and other Trails used for Low-intensity Outdoor Recreation or motorized recreational uses permitted pursuant to Section 6.A), except that Grantor may not grant permanent or temporary easement rights, rights of way, or other interests to a third party for use of roads and Utility Transmission Structures located in the Protected Property for any use other than (1) for those uses stipulated in Section 4.A.2 (a) - (e), or (2) for the purpose of providing access to a residence located proximate to the Protected Property. Holder consent shall not be required.

5. BASELINE DOCUMENTATION AND UPDATING THEREOF

A. Preparation of Baseline Documentation Report. The Parties acknowledge and agree (1) that prior to the date of this Conservation Easement, Holder has prepared and completed a Baseline Documentation Report on the Protected Property consistent with the requirements of Section 5.B. hereto; (2) that Grantor has acknowledged in writing to Holder the accuracy of the Baseline Documentation Report; and (3) that Holder has employed natural resources professionals and other experts to assist it in preparing and completing the Baseline Documentation Report. The Parties further acknowledge and agree that the purpose of preparing a Baseline Documentation Report, and subsequently updating the information contained in the Baseline Document Report by means of the Resource Information System, is to assist Grantor in achieving compliance with the terms and conditions of this Conservation Easement, and assist Holder and Third Party in monitoring and enforcing the terms and conditions of this Conservation Easement.

B. Content of Baseline Documentation Report. The Baseline Documentation Report includes as of the date of the execution of this Conservation Easement: (1) documentation of the current knowledge of the physical and biological condition of the Protected Property, its physical improvements, and the special sites and resources that may require special management, including but not limited to all such information as it relates to documenting the values contained in the Conservation Values. In compiling this documentation, Holder shall seek input from federal and State of Maine natural resource agencies possessing knowledge of these issues; (2) a cataloguing of scenic resources of high public value and the public vantage points from which such scenic resources are observed, to the extent such cataloguing was not documented in Section 5.B.(1) above; (3) the most recent Qualifying Forest Certification Program audit and supporting documentation that includes all data, mapped information, procedures, and policies

that make up Grantor's supporting information for its certification; (4) documentation required in Section 18.I. hereto regarding the valuation ratio; and (5) any other information, required in order to determine initial compliance with the requirements of this Conservation Easement. The Baseline Document Report also describes where there are information deficiencies in the categories of information sought in Sections 5.B.(1) - (5).

C. Resource Information System. Upon execution of this Conservation Easement, Grantor shall establish and maintain a Resource Information System for the purpose of updating and keeping current over time the information contained in the Baseline Documentation Report. Grantor shall update the Resource Information System as new information becomes available. The Resource Information System shall, at minimum, include the data contained in the Baseline Documentation Report.

D. No Shield. It is the intent of the Parties that the Baseline Documentation be an accurate representation of the Protected Property and Grantor's practices and policies as of the date of this Conservation Easement. Nonetheless, all sites and resources that may be identified subsequent to the completion of the Baseline Document by Grantor or by the Holder that otherwise would have met the criteria for inclusion in the Baseline Documentation pursuant to Section 5.B. hereof shall be added to the information contained in the Resource Information System at the time of identification and protected in accordance with this Conservation Easement and the Management Plan.

6. PUBLIC ACCESS EASEMENT

A. Grant of Public Access. It is Grantor's intent and objective that this Conservation Easement create a permanent right of non-commercial, non-motorized public access on and across, and use of, the Protected Property for Non-exclusive, Low-intensity Outdoor Recreation, and to maintain opportunities for such uses of the Protected Property. In furtherance thereof, Grantor hereby grants to the Holder and Third Party, to hold on behalf of the public and for the public benefit, the right of public pedestrian access on and use of the Protected Property (including pedestrian use of the Protected Property by commercial guides, by customers of Backcountry Huts, Campgrounds, Remote Rental Cabins, commercial sporting camps, and by non-profit camping and educational and scientific institutions) for Non-exclusive, Low-intensity Outdoor Recreation as provided herein. To this end, Grantor agrees to take no action to prohibit or discourage pedestrian access to, on or across the Protected Property nor to inhibit Non-exclusive, Low-intensity Outdoor Recreation by the general public; provided, however, that Grantor reserves the right to make reasonable rules and regulations for different types of public use, and to control, limit, or temporarily prohibit, by posting and other means, any use by the public (including without limitation, night use, camping, loud activities, open fires, motorized vehicles, use of equipment, and areas of access) for purposes of (1) protecting public safety, (2) protecting the Conservation Values, (3) ensuring compliance with all applicable laws, and (4) accommodating Grantor's Forest Management Activities and other uses of the Protected Property permitted hereunder. Grantor reserves the right to allow motorized recreational uses on the Protected Property, in the sole discretion of Grantor. All motorized recreation uses on the Protected Property allowed by Grantor are permitted in this Conservation Easement so long as

said motorized recreational uses are consistent with a Motorized Recreational Use Plan (“Plan”) proposed by the Grantor and approved by the Holder. Grantor may propose amendments of the Plan to the Holder at any time. Holder approval of the Plan and any amendments thereto shall be given, and may not be unreasonably withheld, so long as the motorized recreational uses described and located (whether on Trails or elsewhere) in the Plan are sited and operated to avoid undue adverse effects to the Conservation Values.

B. Fees. Grantor reserves the right to charge the public fees in an amount that in Grantor’s reasonable estimation, and subject to Holder approval, will recompense Grantor for the costs of any or all of (1) maintaining permitted roads to, on and over the Protected Property (to the extent not otherwise recompensed), (2) maintaining permitted recreational Structures on the Protected Property, including without limitation Recreational Facility Activities, (3) managing permitted recreational uses (including the cost of procuring necessary insurance) and (4) providing the services and facilities required to administer and collect these fees. Grantor may assign the right to charge such fees to the State of Maine or other entity that assumes responsibility for the items described in clauses (1) – (4). No fees may be charged by Grantor to the public without the express approval of Holder, based on a determination by Holder that said fees are limited to the amount necessary to recompense Grantor for any and all costs set forth in this Section 6.B.. Holder approval shall not be unreasonably withheld. Grantor expressly reserves the right without Holder approval to charge fees to third parties for the use of the Protected Property for permitted commercial activities, including without limitation, fees for the use of the roads for transportation of forest products. Notwithstanding any other provision hereof, Grantor expressly reserves the right to require a permit and charge fees without Holder approval for “bear baiting.”

C. Limitation on Grant. Notwithstanding the foregoing, this Conservation Easement does not grant any easement, right of way, right of access, or other interest or license on, across, over, or affecting any other land of Grantor not included in the Protected Property, and this Conservation Easement does not, and shall not be construed to impose upon Grantor any obligation to provide or allow public access on, across, over, or affecting any land of Grantor not included in the Protected Property. Any such rights or licenses affecting any land of Grantor not included in the Protected Property, if granted by Grantor in its sole discretion, shall be by a separate instrument or instruments recorded in the Registry of Deeds where such other land is located, and no such rights or licenses shall arise by implication, necessity, or otherwise, and this Conservation Easement does not expand or extend any privilege or license currently provided by Grantor.

D. Immunity. Grantor, Holder and Third Party claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. § 159-A, *et seq.* as amended and successor provision thereof (Maine Recreational Use Statute), under the Maine Tort Claims Act, and under any other applicable provision of law and equity.

E. Right of Law Enforcement to Enter the Protected Property. Nothing in this section shall be construed to prevent law enforcement or public safety personnel from entering the Protected Property at any and all times for the purposes of carrying out official duties.

7. SUBDIVISIONS

A. Division Limitations. Except to the extent otherwise provided herein, the Protected Property shall remain in its current configuration as an entirety without division, partition, subdivision or other legal or *de facto* creation of lots or parcels in separate ownership (each a "division"); provided that (1) not more than ten (10) separate divisions (not counting divisions made pursuant to Section 7.B. and D. hereof) of not less than 5000 contiguous acres each may be created and conveyed to others; (2) any division allowed pursuant to this Section 7.A. shall not be subsequently re-divided into a smaller division; and (3) no natural community with a site specific management plan may be divided between unaffiliated ownerships or divided under separate management except for transactions with government agencies or conservation organizations wherein the conservation outcome for the natural community is equal to or greater than the existing Management Plan.

Prior to any such division, Grantor shall give Holder 30 day notice of the number of acres proposed to be divided, the proposed grantee's name and contact information, and the number of lots in the aggregate that will be created after giving effect to such division. Except as provided herein, any division whatsoever of the Protected Property, and any parcel created thereby, shall always be subject to this Conservation Easement. 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 there will be no undue adverse effect to the Conservation Values, and that the total acreage of land protected under this Conservation Easement shall not materially be reduced thereby without court order. A boundary line adjustment under this paragraph shall not constitute a division or conveyance under this Section 7.A and the property which is conveyed by the Grantor shall not be part of the Protected Property.

B. Conservation Conveyances Permitted. Notwithstanding the foregoing, and subject to the terms of this Conservation Easement, any portion of the Protected Property may be conveyed subject to the terms of this Conservation Easement for the purpose of permanent conservation ownership to a qualified conservation organization, to the State of Maine, or to the government of the United States of America or agency thereof. For purposes of this Section 7.B., a qualified conservation organization shall be any organization (1) that at the time of conveyance meets the requirements of Section 170(h)(3) of the Internal Revenue Code (or successor provision thereof) and Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended (or its successor statute), and (2) whose mission is consistent with the purpose of this Conservation Easement. No conveyance under this Section 7.B. may occur until Holder has made an affirmative determination that (1) the proposed transferee is either a qualified conservation organization, the State of Maine or agency thereof, or the government of the United States of America or agency thereof, (2) the transferee has demonstrated that the portion of the Protected Property to be conveyed will permanently remain in conservation ownership and subsequently cannot be reconveyed in a manner that would frustrate and be inconsistent with the purposes of this Section 7.B., and (3) the conveyance will not materially affect the ability of the Holder to perform its obligations pursuant to this Conservation Easement. Said affirmative determination shall not be unreasonably withheld, conditioned or delayed. No conveyance to a qualified conservation organization, the State of Maine, or the government of the United States of America shall

constitute a division of the Protected Property under Section 7.A. of this Conservation Agreement.

C. Extinguishment of Development Rights. All rights to develop or use the Protected Property that are prohibited by or inconsistent with this Conservation Easement are extinguished, and cannot be used to transfer development rights to other land, or to permit increased development or natural resource use or removal on other land, or to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation on land not subject to this Conservation Easement, except (1) as provided for in the Concept Plan; and (2) that this Conservation Easement and such extinguishment hereunder may be used as part of the mitigation required by any habitat conservation plan associated with or developed for the Concept Plan before or after the adoption of the Concept Plan. Notwithstanding the foregoing, should Grantor choose to undertake practices or restrictions to its Forest Management Activities or other permitted land uses that are allowed by this Conservation Easement but are additional to practices and restrictions required by the terms and conditions of this Conservation Easement (including the permanent right of non-commercial, non-motorized public access pursuant to Section 6.A. hereto), all for the purposes of achieving carbon emissions or other environmental services credits, offsets, banking or mitigation, the right to use the Protected Property for these purposes is not extinguished.

D. Transfers to State of Maine and for Permitted Public Purposes.

Notwithstanding any other provision hereof, Grantor may:

1. Gift, free of the restrictions of this Conservation Easement, no more than 50 acres in the Protected Property in the aggregate to the State of Maine, acting by and through its Department of Conservation, Bureau of Parks and Lands or any successor thereto, so long as Holder determines that acreage to be gifted will be used by the State of Maine for purposes of Low-intensity Outdoor Recreation and/or motorized recreational uses permitted pursuant to Section 6.A. hereto; and
2. Gift to the State of Maine, acting by and through its Department of Conservation, Bureau of Parks and Lands, or any successor thereto, a portion of the Protected Property, free of the restrictions of this Conservation Easement, for five (5) trailhead parking areas of size and type typical of trailhead parking areas in Maine, so long as Holder determines that acreage to be gifted will be used by the State of Maine for purposes of Low-intensity Outdoor Recreation and motorized recreation uses permitted pursuant to Section 6.A. hereto; and
3. Gift or sell to a governmental or quasi-governmental entity carrying out a public purpose (such as, for example only, a sewer or water district) free of the restrictions of this Conservation Easement no more than 50 acres of the Protected Property in the aggregate with no one such gift or sale being greater than five acres unless otherwise agreed to by Holder upon a finding of no undue adverse effect on the Conservation Values ("Permitted Public Purpose Transfers"). In selecting portions of the Protected Property for any Permitted Public Purpose Transfer, Grantor shall obtain the consent of Holder, which shall not be unreasonably withheld, based on a determination that the siting of land covered by any proposed Permitted

Public Purpose Transfer will not have an undue adverse effect the Conservation Values, and further provided that the land proposed for said transfer is located proximate to an existing public road. This Conservation Easement shall be extinguished with respect to any Protected Property that is so transferred. Prior to any such Permitted Public Purpose Transfer, Grantor shall give Holder ninety (90) day written notice of the number of acres proposed to be transferred, the location of the acreage, the name of the transferee, the aggregate number of acres of all Permitted Public Purpose Transfers (after giving effect to the proposed transfer), and the purchase price (if any). Proceeds (if any) of any Permitted Public Purpose Transfer shall be distributed in accordance with Section 18.H. hereof.

4. Simultaneous with all transfers described in this Section 7.D., that portion of the Protected Property transferred under this Section 7.D. shall be automatically released from the terms of this Conservation Easement; provided, however, that upon the request of Grantor, Holder agrees to promptly execute and deliver to Grantor a written certificate confirming such release.

E. Certain Recreational Facilities Not Deemed Lots in Separate Ownership. For the purposes of Section 3.C.6., if Grantor constructs or expands, or allows to be constructed or expanded within the Protected Property, any Back Country Hut, Campground or Remote Rental Cabin to which (1) Grantor retains all right, title, and interest, or (2) Grantor allows others to operate or occupy by lease, rather than by a fee conveyance, then the existence of that Back Country Hut, Campground, or Remote Rental Cabin shall be deemed not to represent a division, partition, subdivision, or other legal or *de facto* creation of lots or parcels in separate ownership, provided that Grantor shall (1) provide all lessees with a copy of this Conservation Easement, (2) notify the Holder in writing about the execution of the lease, and (3) provide Holder with a copy of the same, which copy may be redacted to preserve the confidentiality of Grantor's and lessee's financial agreement.

F. Transfer of Resource Information System Information. For any and all sales, transfers or other conveyances ("conveyances") by Grantor of some or all of the Protected Property that may occur pursuant to Sections 7.A., 7.B, or 7.D. hereof, Grantor shall, as a condition of conveyance, provide transferee all information contained in the Resource Information System regarding the portion of the Protected Property being conveyed, subject to any confidentiality protections duly exercised by the Grantor pursuant to Section 12 hereto.

8. HOLDER RIGHTS AND OBLIGATIONS

A. Enforcement. Subject to Section 3.C.2.(d) hereof, Holder has the right to enforce this Conservation Easement and the Management Plan by proceedings at law and in equity, including the right to prevent any activity on or use of the Protected Property that is in violation of this Conservation Easement (other than those activities expressly authorized hereunder) or the Management Plan, and to require to the extent reasonably practicable the restoration or replacement of any area or feature damaged by such violation to a condition in compliance herewith. In any action to enforce the terms and conditions contained in Section 3.C.2. hereof, Holder shall have the burden of overcoming the presumption of compliance afforded by the existence of certification by a Qualifying Forestry Certification Program under Section 3.C.2.(d) hereof. In any action to enforce the terms of this Conservation Easement or the Management

Plan, monetary damages shall be limited to those ordered in connection with required replacement or restoration, as well as those monetary damages to eliminate economic benefits gained by Grantor from activities in violation of the terms of this Conservation Easement or the Management Plan. However, if the court (or other decision maker chosen by mutual agreement of the Parties) finds that a violation of the terms of this Conservation Easement or the Management Plan was knowing, intentional or willful, the court or other agreed-upon decision-maker may award, in addition to damages awarded in connection with required replacement or restoration, monetary damages up to and including twice the economic benefit gained by Grantor from activities in violation. Holder shall provide Grantor with thirty (30) days prior notice of and opportunity to cure any breach, except where emergency circumstances require enforcement action without such delay, in which case holder may bring immediate enforcement action notwithstanding Section 19 hereto.

Holder may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from changes beyond the control or responsibility of Grantor, such as fire, flood, storm, and earth movement, from the actions of parties not under the control of Grantor, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property. If a court (or other decision-maker chosen by mutual consent of the Parties) determines that this Conservation Easement or the Management Plan has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including any court costs, reasonable attorney's fees, out of pocket costs and any other payments ordered by the Court or decision-maker.

B. Right of Entry. Holder or its designee has the right to enter the Protected Property for gathering information regarding the Protected Property and for inspection and enforcement purposes, at any time and in a reasonable manner that is consistent with the Conservation Values, so long as Holder does not unreasonably interfere with Forest Management Activities undertaken by Grantor.

C. Right to Certain Information. In the absence of third party certification under Section 3.C.2.(d) hereof, and subject to the provisions of Section 12 hereof, Grantor agrees to provide to Holder the types of information that would be made available to a third party auditor, including but not limited to information contained in the Baseline Documentation and the Resource Information System, so that Holder may monitor and enforce the terms of this Easement.

D. Right to Manage Recreation. Holder (and Third Party to the extent not exercised by Holder) has the right, but not the duty, to manage public recreational use of the Protected Property, to the extent such use is permitted hereby, in the absence of Grantor's managing such use. Such right to manage public recreation shall include the right to charge fees as set forth in Section 6.B. hereof.

E. Meetings. Grantor, Holder and Third Party shall meet on at least an annual basis (or such other basis as is mutually agreed upon by the Parties), to review and monitor the terms of this Conservation Easement.

F. Annual Reporting. Holder shall comply with the annual reporting requirements of 33 M.R.S.A. § 479-C, as may be amended from time to time. In addition, subject to the confidentiality provisions of Section 12 hereof, Holder shall provide annual reports to Third Party covering, *inter alia*, monitoring undertaken during the year; any easement violations found and actions taken as a result; potential violations or emerging issues identified by the Holder or brought to the attention of Holder by any other entity, and any additional information required by a memorandum of understanding to be entered into between Holder and Third Party in connection with Third Party's periodic audits of Holder's performance. Such written reports shall be maintained by Holder in its permanent records, and a copy of all such reports shall be provided to Grantor.

G. Boundary Surveys. Holder at its cost has the right to conduct a professional boundary survey of the Protected Property or any part thereof if it is required to determine whether there is a violation of this Conservation Easement. Grantor shall reimburse Holder for such survey cost if it is determined that there was a violation of this Conservation Easement.

H. Offset for Civil Penalties. In the event that LURC or the Maine Forest Service obtains civil penalties in an enforcement action against Grantor for a violation of a State statute or regulation that is also a violation of this Conservation Easement, the cost of that penalty shall be offset against the cost of any corresponding award of monetary damages obtained by Holder through a subsequent enforcement action for the violation of this Conservation Easement caused by the same underlying conduct.

9. **THIRD PARTY RIGHTS AND OBLIGATIONS**

A. Third Party Rights. Grantor grants to the Third Party the same rights, including the rights of entry, inspection, management and enforcement, as are granted to Holder under this Conservation Easement and the Management Plan. However, the Parties intend that Holder shall be primarily responsible for the monitoring and enforcement of this Conservation Easement and the Management Plan, and that the Third Party intends to assume such responsibility only if Holder fails to properly monitor and enforce. However, the Third Party may at any time exercise, in its own name and for its own account, all the rights of monitoring and enforcement granted Holder under this Conservation Easement and the Management Plan, with or without the consent of Holder. The Third Party shall have the same rights as Holder regarding access on the Protected Property and to any and all records of Grantor relevant to the Protected Property, subject to the provisions of Section 12 hereof.

B. Third Party Audit of Holder. Third Party shall conduct an audit of the performance of the Holder every three years to determine whether Holder is fulfilling its obligations and responsibilities under this Conservation Easement in all material respects. Third Party shall publicly release the results of this audit. The audit shall be conducted in accordance with a memorandum of understanding to be entered into between Holder and Third Party as amended from time to time.

C. Third Party Right to Replace the Holder. Third Party shall have the right to assign

this Conservation Easement to a new qualified holder pursuant to the requirements of Section 16 hereof for cause if Third Party finds that the then current Holder is failing in material ways to perform its duties hereunder, after notice and opportunity to cure. If Third Party has cause to believe that Holder is failing in material ways to perform its duties hereunder, Third Party shall give written notice to Holder of the events or circumstances giving rise to its concerns and request sufficient corrective action by Holder to cure any perceived failure to perform its duties hereunder. If Holder, within 60 days, has not demonstrated that Third Party's concerns were unwarranted or that it has taken appropriate steps to cure any failure to perform its duties hereunder, then either Third Party or Holder, within 30 days, may request that the issue be submitted to mediation to be conducted by a mediator mutually agreeable to Third Party and Holder. The mediation shall be conducted within 90 days and shall not exceed one full day or two half days in length. In the event that Holder and Third Party are unable to resolve the issue through the mediation, and Third Party reasonably determines that Holder is still failing in material ways to perform its duties hereunder, Third Party shall have the right to assign this Conservation Easement to a new qualified holder pursuant to Section 16 hereof or to step into the shoes of the Holder as interim holder in order to assess whether permanent replacement of the Holder pursuant to Section 16 hereof is required. Nothing in this paragraph shall limit the ability of Third Party or the Attorney General to independently enforce this Conservation Easement against Grantor.

10. ATTORNEY GENERAL RIGHTS

Nothing in this Conservation Easement shall be construed as limiting or removing any independent rights of the Attorney General of the State of Maine under Maine law to enforce the terms and conditions of this Conservation Easement and the Management Plan.

11. MONITORING AND ENFORCEMENT FUND

A. Initial Contribution. Upon execution of this Conservation Easement, and for the purpose of providing support to Holder and Third Party relating to their respective roles as Holder and Third Party to the Conservation Easement, Grantor shall establish a dedicated stewardship fund (hereinafter the "Fund") at the Maine Community Foundation or at another fund operator (hereinafter "Fund Operator") meeting the selection criteria under Section 3 of the "Agreement on Moosehead Region Conservation Easement Stewardship Fund" (hereinafter, the "Agreement") of near or even date herewith and by and among Grantor, Holder, Third Party and Fund Operator. The amount of the initial contribution by Grantor to the Fund shall be One Million Five Hundred Sixty Thousand Dollars (\$1,560,000). The Fund shall be managed and funds disbursed in accordance with the terms of the Agreement.

B. Additional Contributions. Additional contributions to the Fund shall be required as follows:

1. Additional Contribution for Each Division of the Protected Property. Except as provided in Section 11.B.3. hereof, for each division of the Protected Property under

Section 7.A. of this Conservation Easement which creates a lot of 10,000 acres or more in area, Grantor shall contribute One Hundred and Fifty Thousand Dollars (\$150,000), calculated in 2009 U.S. dollars, to the Fund, and for each division of the Protected Property which creates a lot which is less than 10,000 acres in area, Grantor shall contribute One Hundred Thousand Dollars (\$100,000), calculated in 2009 U.S. dollars, to the Fund (each, a "Division Fee"). For each division of the Protected Property permitted under Section 7.B. which is conveyed to any party other than the State of Maine, Department of Conservation, Bureau of Parks and Lands ("BPL"), in lieu of any other Division Fee, Grantor shall contribute Twenty-Five Thousand Dollars (\$25,000), calculated in 2009 U.S. dollars, to the Fund (each, a "Payment in Lieu of Fee" or "PILOF"). Neither a Division Fee nor a PILOF shall be due or payable on any transfer or any division made to BPL or to accomplish any transfer described in Section 7.D.1, 7.D.2. or 7.D.3. hereof. Neither a Division Fee nor a PILOF shall be due under this Section 11.B.1. if a Wind Power Fee (defined in Section 11.B.3. hereof) has been paid in connection with such division. Holder and Third Party, by joint action, may waive all or a portion of the PILOF required under this Section 11.B., solely upon a finding that additional funds are not required for monitoring and enforcement purposes and that the proposed division of the Protected Property will not result in any material increase in Holder's and Third Party's monitoring and enforcement costs under this Conservation Easement.

No conveyance of any portion of the Protected Property shall be made unless the contribution to the Fund required by this paragraph, if any, is made by Grantor on or before the date of the conveyance, and unless a certificate of Holder is recorded in the Registry of Deeds for the county in which the lot is located stating that the required contribution to the Fund has been paid. If (i) a PILOF required by this section is wholly or partially waived by joint action of Holder and Third Party, or (ii) if no Division Fee or PILOF is due because a Wind Power Fee has been paid pursuant to Section 11.B.3. hereof, or because the division is permitted under Section 7.D.1., 7.D.2., or 7.D.3. hereof, then the certificate of Holder required to be recorded in the Registry of Deeds under this paragraph shall be modified to state that the required contribution either is not required or has been wholly or partially waived by joint action of Holder and Third Party, and, if applicable that the Owner has paid any required contribution remaining after any such partial waiver.

2. Contributions Due to Absence of Third-Party Certification. In the absence of third-party certification of the Protected Property from a Qualifying Forestry Certification Program pursuant to Section 3.C.2.(f) hereto, the Grantor then owning that portion of the Protected Property (the "Owner") shall contribute One Hundred Thousand Dollars (\$100,000), in 2009 U.S. dollars, to the Fund, or alternatively, the Owner shall enter into an agreement satisfactory to Holder obligating the Owner to pay \$6,000 per year in 2009 U.S. dollars to Holder (hereinafter an "Annual Agreement"), provided, however, that no such payment or Annual Agreement shall be required if the Owner discontinues all Forest Management Activities on that portion of the Protected Property and files an affidavit in the Registry of Deeds for the county in which that portion of the Protected Property is located stating that all Forest Management Activities on that portion of the Protected Property have been discontinued. If the Owner discontinues all Forest Management Activities on that portion of the Protected Property and files an affidavit stating that all Forest Management Activities on that portion of the Protected Property have been discontinued, Forest Management Activities shall

not be resumed on that portion of the Protected Property until the Owner has paid \$100,000 in 2009 U.S. dollars into the Fund or, alternatively, has entered into an Annual Agreement with Holder, and until a certificate of Holder stating that the Owner has complied with the requirements of this paragraph has been recorded in the Registry of Deeds for the county in which that portion of the Protected Property is located.

3. Contributions Due to Wind Power Turbine Activities and Wind Power Associated Activities. In the event that Grantor proposes or allows to be proposed a development comprising Wind Power Turbine Activities on the Protected Property, Grantor shall reimburse Holder on a quarterly basis for all Holder's reasonable and documented costs and expenses in connection with its review of each proposed Wind Power Turbine Activities and related Wind Power Associated Activities Project (hereinafter "Wind Power Project") during the design, permitting and construction phases of the Project provided, however, that such reimbursement to Holder shall not exceed Twenty Thousand Dollars (\$20,000) calculated in 2009 U.S. Dollars for each Wind Power Project. If a Wind Power Project is proposed in separate development phases, with each phase requiring a separate regulatory approval, each such phase shall be deemed a separate Wind Power Project for purposes of this paragraph. If a proposed Wind Power Project on the Protected Property is approved by applicable regulatory authorities, prior to the start of construction of the Wind Power Project Grantor shall contribute One Hundred Thousand Dollars (\$100,000) to the Fund, calculated in 2009 U.S. dollars (the "Wind Power Fee"), in lieu of Division Fees or PILOFs described in Section 11.B.1. hereto. If the Division Fee or PILOF has already been paid, then Grantor may offset such Division Fee or PILOF from the Wind Power Fee due under this Section 11.B.3. Construction of a Wind Power Project shall not be commenced until a certificate of Holder has been recorded in the Registry of Deeds for the county in which the Wind Power Project is located stating that the required Wind Power Fee for that Wind Power Project has been paid. The requirements of this paragraph, including a contribution of the Wind Power Fee, calculated in 2009 U.S. Dollars, to the Fund shall apply to each separate Wind Power Project on the Protected Property.

4. Adjustment to 2009 U.S. Dollars. Contributions to the Fund and/or payments under an Annual Agreement required by this Section 11.B. shall be paid in the amounts indicated in U.S. dollars, adjusted for inflation and/or deflation for each year after 2009 based on the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the U.S. Department of Labor for each year after 2009, or if that index is discontinued, based on similar index published by the United States Government and selected in accordance with the terms of the Agreement.

5. Continuing Lien. As and when they become due, all additional contributions to the Fund and other amounts due to Holder under this Section 11.B. shall be continuing liens for the benefit of Holder against those portions of the Protected property which give rise to the additional contributions or other amounts due. The lien(s) may be enforced by any means provided under Maine law, provided that action to enforce the lien(s) is brought within one hundred twenty (120) days of Holder's receipt of written notice of the transfer, termination or approval of wind power activities giving rise to the lien(s). Without waiving or prejudicing any rights of collection and costs against the Grantor, enforcement of the lien(s) shall proceed against the then current owner ("Owner") of said real estate, with notice to Grantor and Holder shall be

entitled to recover all reasonable, out of pocket costs of collection, including reasonable attorney's fees provided that enforcement actions for any amounts due to Holder under an Annual Agreement under Section 11.B.2. hereto shall be brought only against the Owner of said portion of the Protected Property.

In consideration of the foregoing, and as requested, Holder agrees to deliver estoppel certificates in a customary commercial form, certifying that all relevant amounts due under this Section 11 have been timely paid. Failure of Holder to deliver such estoppel certificates within ten (10) business days following receipt of a written request containing all information material to the preparation and delivery of the certificates shall constitute a waiver of the lien(s) described in this Section 11.B 5.

12. ACCESS TO RECORDS OF GRANTOR

A. Intent. Holder and Third Party shall have access to records in the possession of the Grantor to the extent reasonably necessary to perform monitoring and enforcement responsibilities as set forth in this Conservation Easement. The Parties recognize that the identity of the Holder and Third Party may change, and that governmental agencies serving as Holder or Third Party are subject to applicable public records laws. The intent of the Parties, as further set forth below, is that (1) non-governmental organizations serving as Holder or Third Party shall maintain as confidential proprietary information or trade secrets contained in records made available by Grantor to the fullest extent permitted by law, (2) governmental agencies serving as Holder or Third Party shall maintain such records consistent with applicable public records laws including, to the extent applicable, any provisions within such laws that may protect from disclosure records containing proprietary information or trade secrets, and that (3) the existence of potentially proprietary information or trade secrets within such records not impede the ability of Holder or Third Party from accessing all information in the possession of the Grantor required for fully performing their monitoring and enforcement responsibilities.

B. Non-Governmental Organization as Holder or Third Party. This subsection applies to a Holder or Third Party that is a non-governmental organization. Grantor shall promptly make available to Holder or Third Party upon request copies of any records reasonably necessary to perform monitoring or enforcement responsibilities under this Conservation Easement. To the extent Grantor concludes in good faith that such records contain proprietary information or trade secrets, Grantor may either: (1) redact such proprietary information or trade secrets within said records, so long as the redacted information is not reasonably necessary for monitoring and enforcement and Grantor further provides a written explanation of the nature of the redacted information in sufficient detail to allow Holder or Third Party to assess their need for the redacted information; or (2) submit the requested records in unredacted form clearly marked as "claimed confidential." Holder or Third Party shall maintain the confidentiality of records Grantor submits under a claim of confidentiality to the fullest extent permitted by law, and shall promptly return all records designated "claimed confidential" to Grantor as soon as such records are no longer reasonably necessary to perform monitoring and enforcement responsibilities, or upon the termination of Holder or Third Party's status as either Holder or Third Party.

C. Governmental Agency as Holder or Third Party. This subsection applies to a Holder or Third Party that is a governmental agency. Grantor shall promptly make available to Holder or Third Party upon request copies of any records reasonably necessary to perform monitoring or enforcement responsibilities under this Conservation Easement. To the extent Grantor concludes in good faith that such records contain proprietary information or trade secrets, Grantor may either: (1) redact such proprietary information or trade secrets within said records, so long as the redacted information is not reasonably necessary for monitoring and enforcement and Grantor further provides a written explanation of the nature of the redacted information in sufficient detail to allow Holder or Third Party to assess their need for the redacted information; or (2) submit the requested records in unredacted form clearly marked as “claimed confidential.” Holder and Third Party shall consider any information Grantor may provide in support of a claim of confidentiality in determining whether (1) such records are reasonably necessary to perform monitoring and enforcement responsibilities, and (2) such records are properly subject to disclosure or entitled to protection from disclosure under applicable public records laws, including Maine’s Freedom of Access Law, 1 M.R.S.A. § 401 *et seq.* (“FOAA”) and successors thereto. Except to the extent required by law or court order, in the event that Holder or Third Party determine that records subject to a claim of confidentiality by Grantor are subject to disclosure pursuant to FOAA or other applicable law, Holder and Third Party shall, prior to disclosing such records pursuant to a FOAA request or otherwise, provide Grantor with written notice and a reasonable opportunity to obtain a court order barring disclosure. Holder and Third Party’s handling of Grantor’s records, including those submitted under a claim of confidentiality, shall be consistent with and governed by applicable law, including FOAA, and nothing herein may be construed as creating any inconsistent obligation.

D. Confidentiality in Court Proceedings. Records obtained by the Attorney General in connection with the enforcement of this Conservation Easement shall be governed by 33 M.R.S. § 478(4), and successors thereto, and any other applicable provision of law.

13. DELINEATION AND MODIFICATION OF BOUNDARIES

Upon mutual agreement of Grantor and Holder, the boundaries of the Protected Property may be modified to establish an easily identifiable boundary to the Protected Property (such as a roadway or stream thread), provided that such boundary modification involves an insignificant amount of land and there is no more than a *de minimus* change in the total acreage of the Protected Property, and provided further that any such modification is approved by LURC.

In addition, the Parties acknowledge that the descriptions and property maps of the Protected Property attached hereto as Exhibits A1 and A2 are based on the coordinate system UTM NAD83, Zone 19N, and are not field verified and therefore approximate. Due to the large size of the Protected Property, the exterior boundaries of the entire Protected Property will not be surveyed. At such time as adjacent properties owned by Grantor or one of its affiliates are developed and surveyed, the results of such survey shall be delivered to Holder and, upon Holder’s approval, which shall not be unreasonably withheld, conditioned or delayed, shall be incorporated automatically into the legal description of the Protected Property. The purpose of such surveys is not to change the boundaries but to fix them with more precision.

Any boundary changes resulting from the aforementioned actions shall be considered *de minimus* for purposes of 33 M.R.S.A. Section 476 et seq.

14. NOTICES

Any notices to or requests for the consent or approval of Holder must be also copied to Third Party subject to the confidentiality provisions of Section 12, and Third Party shall be provided with an opportunity to comment. Any such notices required or contemplated hereunder must include, at a minimum, sufficient information to enable Holder and Third Party to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof. Notices to any party must be in writing and will be sufficient if served personally or sent by facsimile with a receipt of delivery, overnight mail with receipt acknowledged, or certified mail, return receipt requested, addressed as follows:

To Grantor:	Plum Creek Maine Timberlands, L.L.C. 999 Third Avenue, Suite 4300 Seattle, Washington 98104 Attn: General Counsel
Facsimile:	206-467-3799
With a copy to:	Plum Creek Maine Timberlands, L.L.C. 49 Mountain Avenue Post Office Box 400 Fairfield, Maine 04937-0400 Attn: General Manager, Northeast Region
Facsimile:	207-453-2963
To Holder:	Forest Society of Maine 115 Franklin St., 3 rd Floor Bangor, Maine 04401 Attn: Executive Director
Facsimile:	207-945-9229
With a copy to Third Party:	Maine Bureau of Parks and Lands 22 State House Station Augusta, Maine 04333 Attn: Director, Planning and Land Acquisitions
Facsimile:	207-287-6170

or to such other authorized person as any Party may from time to time designate by written notice to the others in the manner set forth above. Notices given in accordance with this Section 14 will be deemed given on the date personally delivered or three days after being sent by facsimile, overnight or certified mail.

15. LIENS, TAXES, COSTS

Grantor represents that as of the date of this grant there are no liens for money owed or mortgages outstanding against the Protected Property. The Protected Property may be used to secure the repayment of debt, provided that any lien or other rights granted for such purpose are subordinate to all of the rights of Holder and Third Party including the right to enforce the terms, restrictions, and covenants created under this Conservation Easement. Under no circumstances shall Holder's or Third Party's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any lien or other interest in the Protected Property.

Grantor is responsible to pay and discharge when due all property taxes, assessments, and other costs, charges, liens and encumbrances lawfully imposed upon or in connection with the Protected Property and to avoid the imposition of any liens or encumbrances that may affect Holder's rights hereunder. In the event a lien created against the Protected Property is to be executed, the Holder, at its option, shall, after written notice to Grantor, have the right to pay funds to discharge the lien in order to protect Holder's interest in the Protected Property and to assure the continued enforceability of this Conservation Easement; provided, however, that Grantor first shall have the right to contest any such lien by legal proceedings. In the event Grantor elects to contest any property taxes, assessments, and other costs, charges, liens and encumbrances by legal proceedings, Holder's right to pay and discharge such lien(s) shall not arise until and unless such lien(s) are determined as a result of such legal proceedings to be valid and enforceable against the Protected Property, or unless and until Grantor has abandoned its prosecution of such legal proceedings. If Holder exercises its right and pays funds to discharge a lien, Holder shall be entitled to recover such amount from Grantor.

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 is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property, and will indemnify, defend, and hold harmless Holder and Third Party from any claims for damages which arise therefrom, except for harm proximately caused by their negligent act or misconduct, or as may arise out of their workers' compensation obligations.

16. ASSIGNMENT OF CONSERVATION EASEMENT

This Conservation Easement is assignable by Holder (or by the Third Party on behalf of the Holder under Section 9.D hereof). The Parties hereto agree that the State of Maine is an approved assignee. Assignment of this Conservation Easement to any other entity may only occur after notice to and approval by LURC, the Third Party, and the Grantor, and only to an entity that: (1) satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (or successor provisions thereof) and Section 476(2) of Title 33 of the Maine Revised Statutes Annotated (1999), as amended (or successor provisions thereof); (2) has land conservation as its primary goal or purpose and otherwise has goals and purposes which are consistent with protecting the natural, scenic or open space values of real property, (3) agrees, as

a condition of transfer, to monitor, enforce, and otherwise uphold the Conservation Values and terms of this easement; (4) possesses both the financial resources and the demonstrated experience required to monitor and enforce large-acreage easements; and (5) has no potential conflicts of interest with its responsibilities to hold and enforce the easement in a fair and impartial manner, and operates in the public interest and not for the benefit of private individuals or corporations. Grantor may only withhold approval of Holder's proposed assignment of this Conservation Easement upon a showing that the proposed assignee does not satisfy the requirements and qualifications set forth in this section. Judicial review (or review by other decision-maker chosen by mutual consent of the Parties) of a decision to withhold approval of assignment shall be *de novo* and without deference to the withholding Party.

17. COMPLIANCE WITH MAINE CONSERVATION EASEMENT LAW

A. Uniform Conservation Easement Act. This Conservation Easement is created pursuant to The Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, 1989, Sections 476 through 479-B, inclusive, as amended (and successor provisions thereof), and shall be construed in accordance with the laws of the State of Maine.

B. Holder Qualification. Holder is qualified to hold conservation easements pursuant to Title 33 Maine Revised Statutes Annotated, Section 476(2)(B), as amended (or successor provisions thereof), and is a Qualified Organization under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (or successor provisions thereof), to wit: a publicly funded, non-profit, section 501(C)(3) organization having a commitment and the resources to protect the conservation purposes of the donation and enforce the restrictions hereof.

C. Third Party Qualification. The Third Party is qualified to hold third party rights of enforcement on conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(A), as amended (or successor provisions thereof).

18. GENERAL PROVISIONS

A. Reservation of Rights. Grantor reserves to itself, its successors and assigns all rights accruing from ownership of the Protected Property, including the right to engage in or permit others to engage in, all uses of the Protected Property that are not prohibited or restricted by this Conservation Easement and that are consistent with the purposes hereof.

B. Protected Property Only. This Conservation Easement applies to the Protected Property only. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly made a part of the Protected Property.

C. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, prescription or estoppel for the failure or delay, for any reason whatsoever, of Holder and/or Third Party to enforce this Conservation Easement or Management Plan. Only Holder and/or Third Party, or the Attorney General to the extent authorized by applicable law, may enforce the

terms of this Conservation Easement and the Management Plan.

D. Notice Prior to Transfer. Grantor agrees to give Holder and Third Party 30 day prior notice of any transfer of its interest in the Protected Property. A Party's rights and obligations under this Conservation Easement shall terminate when such person or entity ceases to have any interest in the Protected Property or this Conservation Easement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

E. Amendment And Discretionary Consents. Grantor, Holder and Third Party acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all future issues that may arise regarding potential uses of and Structures on the Protected Property. Holder and Third Party therefore may jointly determine whether either a proposed new use or Structure or alterations in an existing use or Structure not expressly contemplated by or addressed in this Conservation Easement is consistent with protecting in perpetuity the Conservation Values of the Protected Property. A discretionary consent by Holder and Third Party to a use or Structure not expressly contemplated by this Conservation Easement may be granted, and an amendment to this easement may be executed, only if the proposed use or Structure, or the proposed amendment: (a) furthers or is not inconsistent with protecting in perpetuity the Conservation Values of the Protected Property; (b) is ancillary or incidental to a use or Structure expressly permitted by this Conservation Easement; (c) conforms to the intent of this Conservation Easement; (d) meets any applicable conditions expressly stated in this Conservation Easement; and (e) does not materially increase the adverse effect of expressly permitted actions under this Conservation Easement on the Conservation Values of the Protected Property. Holder and Third Party have no right or power to consent to an amendment that would limit the term of or terminate this Conservation Easement, or impair the qualification of this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S. Section 476 *et seq.*, and/or Section 170(h) or 501(c)(3) of the Internal Revenue Code, or successor provisions thereof. Any amendment of this Conservation Easement shall be in writing, reviewed, approved and executed by Grantor, Holder and Third Party, and recorded in the Piscataquis County Registry of Deeds.

F. Invalidity. 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. Failure to comply with the requirements of 33 M.R.S.A. § 477-A(1), (2)(A), or (3) shall not invalidate this Conservation Easement.

G. Governing Law. Interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Maine.

H. Extinguishment. If circumstances arise in the future which render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by prior approval of a court of competent jurisdiction in an action in which the Attorney General is made a party pursuant to 33 M.R.S.A. § 477-A(2) (as the same may be amended from time to time). Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the

Protected Property (or any other property received in connection with any exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after satisfaction of any prior claims and net of any costs or expenses associated with such sale, Grantor and Holder shall divide the proceeds from such sale so that Holder receives the stipulated fair market value of the Easement as determined in accordance with Section 18.I. All such proceeds received by Holder shall be used by Holder in a manner consistent with Holder's conservation purposes. This paragraph shall not apply, and there will be no division of proceeds with respect to any sale, exchange or transfer of the Protected Property where the transferred Protected Property remains subject to the Conservation Easement whether explicitly or by operation of law.

I. Valuation. This Easement constitutes a real property interest immediately vested in Holder, which, for purposes of Section 18.H. hereto, the Parties stipulate to have a fair market value determined by multiplying the fair market value of the Protected Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements made by Grantor, which amount is reserved to Grantor) by the ratio of the value of the Easement at the time of this grant to the value of the Protected Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Protected Property unencumbered by the Easement shall remain constant. The Parties have included the ratio described in the preceding sentence in the Baseline Documentation on file at the office of Holder and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. If the value of Grantor's estate in the Protected Property is increased by reason of amendment or termination of this Conservation Easement, that increase must be paid over to Holder or to such nonprofit or governmental entity as the court in a proceeding referenced in Section 18.H. hereto may designate, to be used for the protection of conservation lands consistent, as nearly as possible, with the publicly beneficial purposes of this Conservation Easement, all in accordance with 33 M.R.S.A. § 477-A(2)(B) (as the same may be amended from time to time).

J. Condemnation. If all or any part of the Protected Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Holder shall act jointly to recover compensation for their respective interests in the Protected Property and Easement, and all resulting direct or incidental damages. All expenses reasonably incurred by Grantor and Holder in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Holder's share of the balance of the amount recovered shall be in proportion to the ratio referred to in Section 18.I. hereto. If only a portion of the Protected Property is subject to such exercise of the power of eminent domain, this Easement shall remain in effect as to all other portions of the Protected Property.

K. Comparative Economic Test. Pursuant to 33 M.R.S.A. § 478(4), no comparative economic test may be used to determine if this Conservation Easement is in the public interest or serves a publicly beneficial conservation purpose.

L. Requirement to Comply with Laws and Regulations. Nothing in this Conservation Easement is intended to supersede, eliminate or otherwise change any obligation of the Grantor under any applicable law, including but not limited to the obligation to obtain any and all required regulatory approvals for activities permitted under this Conservation Easement's terms. Notwithstanding that Third Party has executed this Conservation Easement, nothing herein may be construed as approval of or as a substitute for approval or regulation of any activities under the regulatory jurisdiction of the Maine Land Use Regulation Commission or other State regulatory body. Nothing in this Conservation Easement may be construed to permit an activity otherwise prohibited or restricted by state, local, or federal laws or regulations, with which Grantor shall have a responsibility to comply.

M. Section Headings. The word or words appearing at the commencement of sections and subsections of this Conservation Easement are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging, or restricting the language or meaning of those sections or subsections.

N. Initiation Date of Certain Limitations. For purposes of calculating all acreage and other limits established for certain permitted uses and Structures in this Conservation Easement, said calculations shall commence on the date that is 15 days following the date of approval by LURC of Concept Plan by LURC.

19. DISPUTE RESOLUTION

In the event Grantor and Holder are unable to resolve any dispute over the proper interpretation and enforcement of this Conservation Easement, the matter shall be submitted promptly to mediation. The Party to the dispute seeking resolution of the matter shall provide written notice of a request for mediation to the other. The parties shall cooperate in good faith to agree upon a mediator and to proceed in accordance with any rules or requests of the mediator. The reasonable cost of such mediation shall be split equally between the parties. In the event that mediation is unsuccessful, the parties may pursue whatever legal and equitable remedies may be otherwise available to them, including the initiation of proceedings with a court of competent jurisdiction.

Notwithstanding the foregoing, for any dispute for which the provisions of Sections 3.C.2. (d) & (e) hereof are applicable, the dispute resolution procedures contained in Sections 3.C.2. (d) & (e) shall govern.

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Plum Creek Maine Timberlands, L.L.C., Grantor, has caused this Conservation Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by Rick R. Holley, its President, hereunto duly authorized, this 14th day of May, 2012.

GRANTOR:
PLUM CREEK MAINE TIMBERLANDS, L.L.C.

By: *Rick R. Holley*
Rick R. Holley
Its President and Chief Executive Officer



Signed, sealed and delivered
in the presence of:

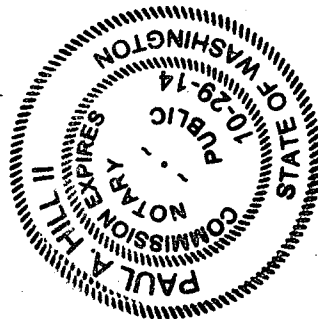
Sheri L. Ward
Sheri L. Ward, Assistant Secretary

STATE OF WASHINGTON)
COUNTY OF KING) ss:

On this 3rd day of May, 2012, before me personally appeared Rick R. Holley, to me known to be the President and Chief Executive Officer of Plum Creek Maine Timberlands, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the limited liability company and that the seal affixed is the seal of said limited liability.

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

Paul A. Hill
Notary Public in and for the
State of Washington
Residing at Seattle
My Commission Expires 10/29/2014
Printed Name: Paul A. Hill



HOLDER ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by the Forest Society of Maine, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Alan Hutchinson, its Executive Director, hereunto duly authorized, this 14 day of May, 2012.

HOLDER:
FOREST SOCIETY OF MAINE

By: [Signature]
Name: ALAN HUTCHINSON
Its: Executive Director

Signed, sealed and delivered
in the presence of:

[Signature]
Printed Name: Janice Melmed

State of Maine
County of PENOBSCOT, ss. MAY, 14 2012

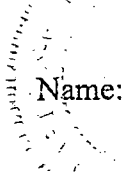
Personally appeared ALAN HUTCHINSON, KNOWN TO ME and authorized representative of the above-named Holder and acknowledged the foregoing instrument to be his free act and deed in his/her said capacity, and the free act and deed of said Forest Society of Maine.

Before me,

JACOB METZLER
Notary Public, Maine
My Commission Expires January 31, 2015

[Signature]
Notary Public

Name: _____



THIRD PARTY APPROVAL

The foregoing Conservation Easement has been approved by the State of Maine Department of Conservation, which accepts Third Party rights as aforesaid acting by and through Bill Beardsley, in the capacity of Commissioner, hereunto duly authorized this 23rd day of April, 2012

THIRD PARTY:
MAINE DEPARTMENT OF CONSERVATION

By: State of Maine Department of Conservation

By: William H. Beardsley
Name: WILLIAM H. BEARDSLEY
Its Commissioner

Signed, sealed and delivered
in the presence of:

Gale Ross

State of Maine
County of Kennebec, ss.

April 23, 2012

Personally appeared William Beardsley, hereunto duly authorized, and acknowledged the foregoing instrument to be the free act and deed of that person in said capacity as Commissioner of the Maine Department of Conservation.

Before me,

Gale Ross

Name: Gale Ross

Notary Public:

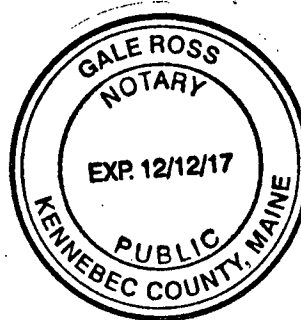


EXHIBIT A1

Note: all point coordinate references in each of the following Exhibit A1 Descriptions Sections 1 through 5 are based on UTM NAD83, Zone 19N (Meters), and are approximate as no field work has been done to verify the points. These points are used for the purpose of generally locating the boundary line of the Development Areas of the Concept Plan for the Moosehead Lake Region, Zoning Petition ZP 707, it being the intention that said zones have minimum acreage as set forth in the following descriptions and that said zones will be surveyed, resulting in new boundary line agreements.

CONSERVATION EASEMENT

SECTION 1

A certain lot or parcel of land located in the Townships of Big W, West Middlesex Canal Grant, Soldiertown, Brassua, Rockwood Strip, Sandwich Academy Grant, Long Pond and Thorndike, all located in County of Somerset and State of Maine, generally depicted on the map attached hereto as Exhibit A2, Section 1, and more particularly bounded and described as follows:

POINT OF BEGINNING (POB):

Beginning at the northwest corner of Thorndike Township (T3 R2 NBKP) in the County of Somerset and State of Maine, at the point of intersection with the southwest corner of Alder Brook Township (T3 R3 NBKP);

Line 1:

Thence running easterly along the northerly town line of Thorndike Township and the southerly town line of Alder Brook Township, to a point which marks the intersection of the northeasterly corner of Thorndike Township, the southeasterly corner of Alder Brook Township, on the westerly town line of Soldiertown Township (T2 R3 NBKP);

Line 2:

Thence running northerly along the westerly town line of Soldiertown Township and the easterly town line of Alder Brook Township, a distance of approximately 3900 feet, to land of the Forest Society of Maine, known as the West Branch Conservation Easement, which is more particularly described in instrument recorded in the Somerset County Registry of Deeds in Book 3247, Page 28;

Line 3:

Thence running in a general northeasterly direction along a water-shed line marked by spotted trees, as described in a deed from North American Spruce Lumber Company to F. J. D. Barnbaum dated April 16, 1913 and recorded in the Somerset County Registry of Deeds in Book 318, Page 355, and as located and shown on a plan of TWP. 2 R.3 N.B.K.P. (Soldier Town) Somerset County, Maine dated May 20, 1938 and prepared by Frank M. Call of James W. Sewall, to a point on the northerly Town line of Soldiertown Township and the southerly Town line of the Pittston Academy Grant (T2 R4 NBKP), which point is approximately 6500 feet

westerly from the Northeast corner of Soldiertown Township and the southeast corner of Pittston Academy Grant;

Line 4:

Thence running easterly a distance of approximately 6500 feet to the northeast corner of Soldiertown Township and the southeasterly corner of Pittston Academy Grant at land owned by the State of Maine described in a deed recorded in Book 3247, Page 111;

Line 5:

Thence running southerly along the easterly town line of Soldiertown Township and the westerly town line of West Middlesex Canal Grant (T1 R3 NBKP), which is also the westerly line of land of the State of Maine, a distance of approximately 16,500 feet to the southwesterly corner of land owned by the said State of Maine, as described in the aforesaid deed recorded in Book 3247, Page 111;

Line 6:

Thence running easterly along the southerly line of the land of said State of Maine a distance of approximately 7120 feet to the southeasterly corner of the land of said State of Maine;

Line 7:

Thence running northerly along the easterly line of said land of the State of Maine a distance of approximately 16,500 feet to a point which is located on the northerly town line of West Middlesex Canal Grant;

Line 8:

Thence easterly along the northerly town line of West Middlesex Canal Grant and Big W Township (T2 R6 BKP EKR) to the shore of Carry Brook at Northwest Cove of Moosehead Lake;

Line 9:

Thence southerly along the shore of Carry Brook and Northwest Cove to and along the westerly side of Moosehead Lake to the northwesterly corner of land now or formerly of Peter Durgin as described in Book 1147, Page 181 and Book 1938, Page 244;

Line 10:

Thence southerly along the westerly boundary of land of said Peter Durgin and continuing along the westerly boundary lines of land now or formerly of the Heirs of Lona Hollis as described in Book 722, Page 90 and in Book 3093, Page 164; land now or formerly of Richard Hollis as described in Book 1253, Page 151; land now or formerly of Tara and Lance Johnson, et al, as described in Book 3566, Page 111; and land now or formerly of F. Susan Ross Godek as described in Book 563, Page 409, to the southwesterly corner thereof, all as generally located and shown as Area A on the attached Exhibit A2 Section 1;

Line 11:

Thence northeasterly along the southerly line of said F. Susan Ross Godek to the shore of Moosehead Lake;

Line 12:

Thence generally southerly along the shore of Moosehead Lake to the northeast corner of land now or formerly of Janice J. Perry as described in Book 2525, Page 52;

Line 13:

Thence westerly, southerly, and easterly around said land of Janice J. Perry, as generally located and shown as Area B-1 on the attached Exhibit A2 Section 1, to the shore of Moosehead Lake;

Line 14:

Thence generally southerly and easterly along the shore of Moosehead Lake to the westerly corner of land now or formerly of William and Laura Lacy as described in Book 873, Page 1067;

Line 15:

Thence southeasterly along the southerly sideline of the land of said William and Laura Lacy, generally located and shown as Area B-2 on the attached Exhibit A2 Section 1, to the shore of Moosehead Lake;

Line 16:

Thence southerly along the shore of Moosehead Lake to the northeasterly corner of land now or formerly of Richard Crosby, et al., as described in Book 1285, Page 186;

Line 17:

Thence westerly along the northerly line of land of said Richard Crosby, et al to the westerly corner thereof;

Line 18:

Thence southerly along the westerly sidelines of land of said Richard Crosby, et al; land now or formerly of Chester Suganski as described in Book 1002, Page 141 and Book 2555, Page 191; land now or formerly of Debra Paul as described in Book 2805, Page 274 and Book 3107, Page 7; land now or formerly of James and Wendy Cook as described in Book 1352, Page 50; land now or formerly of Donald and Linda LaPointe as described in Book 2596, Page 335; land now or formerly of Marvin and Donna Edgerly as described in Book 1164, Page 316; and land now or formerly of Robert and Trudith Berry as described in Book 2407, Page 200 to the southwest corner thereof, all as generally located and shown as Area C on the attached Exhibit A2 Section 1;

Line 19:

Thence easterly along land of said Robert and Trudith Berry to the shore of Moosehead Lake;

Line 20:

Thence generally southerly along the shore of Moosehead Lake to the northeasterly corner of land now or formerly of Donald and Patricia Newell as described in Book 1099, Page 195;

Line 21:

Thence generally westerly, southerly, and easterly along the land of the said Donald and Patricia Newell, as generally located and shown as Area D on the attached Exhibit A2 Section 1, to the shore of Moosehead Lake;

Line 22:

Thence southerly along the shore of Moosehead Lake to the northwesterly corner of land now or formerly of Gerald and Sandra Weeks as described in Book 881, Page 1056;

Line 23:

Thence southerly and southwesterly along the westerly sidelines of said Gerald and Sandra Weeks; land now or formerly of Frances Lowit as described in Book 859, Page 528; land now or formerly of Richard and Carol Ann Moody as described in Book 869, Page 639 with reference to Book 1276, Page 98; Roger and Audrey Moody as described in Book 979, Page 44 and Book 2951, Page 7; land now or formerly of Emily Braley, et al as described in Book 2416, Page 339; land now or formerly of Mary L. Morrison, et al as described in Book 2633, Page 97; land now or formerly of John and Ruth Brobeil as described in Book 882, Page 453; and land now or formerly of Jerdan and Sandra Bishop as described in Book 3824, Page 265 to the southwesterly corner thereof, all as generally located and shown as Area E on the attached Exhibit A2 Section 1;

Line 24:

Thence southeasterly along southerly sideline of the land of said Jerdan and Sandra Bishop to the shore of Moosehead Lake;

Line 25:

Thence generally southerly along the shore of Moosehead Lake to the northeasterly corner of land now or formerly of Karen Ann Kennedy as described in Book 2053, Page 209 and Book 3277, Page 155;

Line 26:

Thence westerly along the land of said Karen Ann Kennedy to the northwesterly corner thereof;

Line 27:

Thence southerly along the westerly sidelines of the land of said Karen Ann Kennedy; land now or formerly of Thomas F. Kennedy as described in Book 2053, Page 207; other land now or formerly of Karen Ann Kennedy as described in Book 3277, Page 159; land now or formerly of Cheryle Ann Otto as described in Book 2053, Page 211 and Book 3277, Page 153; and land now or formerly of Robert and Jean Kennedy as described in Book 1394, Page 339, to the southwesterly corner thereof, all as generally located and shown as Area F on the attached Exhibit A2 Section 1;

Line 28:

Thence easterly along the southerly sideline of land of said Robert and Jean Kennedy to the shore of Moosehead Lake;

Line 29:

Thence generally southerly, westerly and easterly along the shore of Moosehead Lake and the mouth of Williams Brook to the northeast corner of land now or formerly of Richard and Ann Brautigam as described in Book 838, Page 480 and Book 1179, Page 187;

Line 30:

Thence westerly, southerly and easterly around said land of Richard and Ann Brautigam to the shore of Moosehead Lake as generally located and shown as Area G on the attached Exhibit A2 Section 1;

Line 31:

Thence southerly along the shore of Moosehead Lake to the northeasterly corner of land now or formerly of Henry Leroy Finch as described in Book 3081, Page 287;

Line 32:

Thence westerly along the northerly sideline of land now or formerly of Henry Leroy Finch to the westerly corner thereof;

Line 33:

Thence southerly along the westerly sidelines of said land of Henry Leroy Finch; land now or formerly of Annie R. Finch as described in Book 2637, Page 288, Book 2651, Page 110, Book 2763, Page 135, Book 2921, Page 318 and Book 3081, Page 28; land now or formerly of The Jean Temple 1993 Trust as described in Book 1885, Page 82; land now or formerly of the Edward J. Lemos 1995 Trust as described in Book 2371, Page 43; land now or formerly of Douglas W. Hatch as described in Book 1147, Page 248; land now or formerly of Joseph F. K. Jindra as described in Book 3497, Page 300; land now or formerly of Charles and Margaret Kozlosky as described in Book 888, Page 497; and land now or formerly of Richard Kessler, et al as described in Book 1313, Page 242 to the southwest corner thereof, all as generally located and shown as Area H on the attached Exhibit A2 Section 1;

Line 34:

Thence easterly along the southerly boundary of land of said Richard Kessler, et al to the shore of Moosehead Lake;

Line 35:

Thence generally southwest along the shore of Moosehead Lake to the southeast corner of Big W Township and the northeast corner of Tomhegan Township (T1 R2 NBKP);

Line 36:

Thence running in a westerly direction along the southerly town line of Big W Township, the southerly town line of West Middlesex Canal Grant and the southerly town line of Soldiertown Township to a point that marks the northwest corner of Tomhegan Township and the northeast corner of Brassua Township (T2 R2 NBKP);

Line 37:

Thence running in a generally southerly direction along the easterly town line of Brassua Township and the westerly town line of Tomhegan Township to the 1076 foot contour line (U.S. Geologic Survey) around Brassua Lake;

Line 38:

Thence generally westerly and southerly along the 1076-foot contour line (U.S. Geologic Survey) around Brassua Lake, through Brassua Township, Rockwood Strip Township (T1 R1 NBKP) and Sandwich Academy Grant (T2 R1 NBKP) to the shore of Moose River;

Line 39:

Thence in a westerly direction, following the shore of Moose River and the shore of Long Pond through Sandwich Academy Grant and Long Pond Township (T3 R1 NBKP) to the westerly town line of Long Pond Township and the easterly town line of the Town of Jackman;

Line 40:

Thence northerly along the westerly town line of Long Pond Township and Thorndike Township and the easterly town line of the Town of Jackman and the Town of Moose River, to the northwest corner of Thorndike Township and the POINT OF BEGINNING.

Also hereby conveying all of our right, title and interest in and to the property located between the high water mark and the low water mark of Moosehead Lake, Moose River and Long Pond without any warranties or representation as to title.

Also conveying an easement over that certain large island, unnamed, of approximately 64.4 acres, located in T2 R1 NBKP, Rockwood Strip, in Brassua Lake, in the cove between Roderique Pond to the west and Black Brook Hill to the east, including rights, if any, and without any warranty or representation as to title, to the property located between the high water mark and the low water mark, down to the 1076 foot contour line (U.S. Geologic Survey).

EXCEPTING herefrom the following camp lot parcels and/or non-exclusive easements for access thereto, whose general locations are located and shown on the attached Exhibit A2 Section 1:

CL-1. Lease Lot No. 103 of Virginia Richards located near the East Fork-North Branch of Brassua Stream in Soldiertown Township; and

CL-2. Lease Lot No. 28 of Larry Simpson located on the northeasterly side of the Pittston-Rockwood Road in Soldiertown Township; and

CL-3. Lot owned by Charles A. Haddad by deed recorded in said Registry of Deeds in Book 1520, Page 66, located on the easterly side of Center Pond in Soldiertown Township; and

CL-4. Lease Lot No. 72 of J. Christopher Krukowski located on the southerly shore of Fish Pond in Thorndike Township; and

CL-54. Lease Lot No. 73 of William C. Shelley located on the westerly shore of Luther Pond in Thorndike Township; and

CL-6. Lease Lot No. 70 of Michael Leighton, et al., located on the westerly shore of Demo Pond in Rockwood Strip;

CL-7. Camp Lot owned by Nancy Gardner by deed recorded in said Registry of Deeds in Book 2967, Page 243, located on the westerly shore of Brassua Lake;

CL-9. Lot owned by Roland G. Ware and John Ware by deed dated July 27, 1983 and recorded in said Registry of Deeds in Book 1098, Page 255, located on the westerly side of Brassua Lake in Rockwood Strip Township, T2 R1 NBKP; and

CL-10. Camp lot of Thomas Giroux located on Long Pond and Churchill Stream in Long Pond Township as set forth in a deed recorded in Book 2854, Page 88.

NOTE: CL-8 intentionally omitted.

Excepting any interest of Roland G. Ware or John Ware in the islands located in Brassua Lake in the Townships of Sandwich Academy Grant and Rockwood Strip described in the deeds in Book 1098, Pages 255 and 258.

Subject to terms and conditions and rights and easements as set forth in an instrument from Scott Paper Company to Central Maine Power Company and New England Telephone & Telegraph Company dated August 13, 1976 and recorded in Book 871, Page 680, for installation of Pole 150.2 to Pole 150.4.

Subject to the reserved rights in an instrument from the State of Maine to Scott Paper Company dated May 7, 1985 and recorded in Book 1226, Page 290, to use, maintain, improve and replace the roads and bridges with respect to the Socatean Stream Road located in the township of West Middlesex Canal Grant, and other roads located in Appleton Township.

Subject to the terms and conditions of an agreement regarding the non-exclusive rights to utilize roads and ways in Big W, West Middlesex Canal Grant and Soldiertown, by and between Scott Paper Company and Coburn Lands Trust set forth in an instrument dated August 27, 1981 and recorded in Book 1009, Page 287, as confirmed by an agreement by and between Scott Paper Company and S.D. Warren Company dated October 22, 1990 and recorded in Book 1649, Page 216.

Subject to the terms and conditions and rights and easements regarding existing rights of way in Big W, West Middlesex Canal Grant and Soldiertown, as set forth in an instrument from Scott Paper Company and Coburn Lands Trust dated October 16, 1981 and recorded in Book 1009, Page 276.

Subject to the rights of access to the excepted and reserved parcels and to any utility easements through the granted premises to and for the benefit of the excepted and reserved parcels.

Being a portion of the premises conveyed to SDW Timber II, LLC, now known as Plum Creek Maine Timberlands, LLC, by the following deeds: Book 2491, Page 65 (Thorndike Township),

Book 2491, Page 1 (Soldiertown Township), Book 2491, Page 78 (West Middlesex Canal Grant), Book 2489, Page 228 (Big W Township), Book 2489, Page 231 (Brassua Township), Book 2490, Page 296 (Rockwood Strip), Book 2490, Page 324 (Sandwich Academy Grant), Book 2490, Page 125 (Long Pond Township).

SECTION 1 A

A certain lot or parcel of land located in Rockwood Strip (T1 R1 NBKP) in the County of Somerset and State of Maine, as located and shown on Exhibit A2, Section 1 A, bounded and described as follows:

Point of Beginning (POB):

Beginning at a point on the northerly town line of Rockwood Strip (T1 R1 NBKP) and the southerly town line of Tomhegan Township, which point is located a distance of 500 feet more or less easterly of the 1076 contour line (U.S. Geologic Survey) of the easterly shore of Brassua Lake and is also the northeasterly corner of Residential Development Zone D-MH-RS1 commonly known as the Brassua Lake Development Area, East Shore Sub-Area, containing no less than 60 acres;

Line 1:

Thence in a southeasterly direction, along the Residential Development Zone D-MH-RS1, maintaining a distance of 500 feet from and parallel with the 1076 contour line (U.S. Geologic Survey) of the easterly shore of Brassua Lake, a distance of 5333 feet, more or less, to land now or formerly of Brassua Dam Owners;

Line 2:

Thence easterly, along the land now or formerly of Brassua Dam Owners a distance of 900 feet, more or less, to a point which is the southwesterly corner of Lot 28, Timberlands Plan No. 2, in the records of the Somerset County Registry of Deeds, known as the Public Lot now or formerly owned by the State of Maine;

Line 3:

Thence northerly, along land now or formerly of the State of Maine a distance of 2400 feet, more or less, to the southerly line of Tomhegan Township and the northerly town line of Rockwood Strip;

Line 4:

Thence westerly by the northerly town line of Rockwood Strip a distance of 4000 feet, more or less, to the northeasterly corner of Brassua Lake Development Area, East Shore Sub-Area and the POINT OF BEGINNING.

SECTION 1 B

A certain lot or parcel of land situated in the town of Rockwood Strip (T1 R1 NBKP) in the County of Somerset and State of Maine, as located and shown on Exhibit A2, Section 1 B, bounded and described as follows:

Point of Beginning:

Beginning at point on the northerly town line of Rockwood Strip (T1 R1 NBKP) and the southerly town line of Tomhegan Township, said point being the northeasterly corner of land known as the Public Lot now or formerly owned by the State of Maine which is Lot 28 as located and shown on Timberlands Plan No. 2 in the records of the Somerset County Registry of Deeds;

Line 1:

Thence in southerly direction, along said Public Lot now or formerly of the State of Maine, a distance of 2400 feet, more or less, to the northerly line of land now or formerly of William and Maria Avery, as described in Book 2692, Page 287;

Line 2:

Thence easterly along the northerly line of said land now or formerly of William and Maria Avery, a distance of 1800 feet, more or less, to a point which is the southwesterly corner of a Public Lot owned now or formerly by the State of Maine. Said Public Lot being the easterly portion of Lot 29, Timberlands Plan No. 2 in the records of the Somerset County Registry of Deeds;

Line 3:

Thence northerly, along said Public Lot now or formerly of the State of Maine, a distance of 2400 feet, more or less, to the southerly town line of Tomhegan Township and the northerly town line of Rockwood Strip;

Line 4:

Thence westerly by and along the northerly town line of Rockwood Strip, a distance of 1800 feet, more or less, to the POINT OF BEGINNING.

SECTION 1 C

A certain lot or parcel of land situated in Taunton & Raynham Academy Grant (T1 R1 NBKP) and Rockwood Strip (T1 R1 NBKP) in the County of Somerset, State of Maine, as located and shown on Exhibit A2, Section 1 C, and more particularly described as follows:

Point of Beginning:

Beginning at a point in Taunton & Raynham Academy Grant being located on the easterly line of land now or formerly of Weldon C. King, as described in a deed recorded in the Somerset County Registry of Deeds in Book 875, Page 211 and the northwesterly line of the Residential Development Zone D-MH-RS1 commonly known as the Rockwood/Blue Ridge Development Area, Main Rockwood/Blue Ridge Sub-Area, containing no less that 3712 acres, and distant

northerly 1500 feet more or less from the southeasterly corner of the Weldon C. King land described in Book 875, Page 211;

Line 1:

Thence northerly by the easterly line of land of said Weldon C. King, and continuing along the easterly line of land now or formerly of George Komosa as described in a deed recorded in said Registry of Deeds in Book 2023, Page 256 to the northeasterly corner thereof, located in Rockwood Strip Township;

Line 2:

Thence westerly, along the northerly line of land now or formerly of said Komosa and land now or formerly of William Patterson as described in a deed recorded in said Registry of Deeds in Book 1866, Page 194 a distance of 1500 feet, more or less, to a point on the northerly line of Patterson land;

Line 3:

Thence in a general northeasterly direction along the southerly boundary line of land now or formerly of Martin F. Dennis as described in a deed recorded in said Registry of Deeds in Book 3196, Page 13; land now or formerly of Rodney and Vanessa Folsom as described in a deed recorded in said Registry of Deeds in Book 3196, Page 15; land now or formerly of Peter Ayer as described in a deed recorded in said Registry of Deeds in Book 1691, Page 217; land now or formerly of Jean M. Watt and Gary A. Carbonneau as described in a deed recorded in said Registry of Deeds in Book 2718, Page 331; land now or formerly of Denis and Lisa Jean as described in a deed recorded in said Registry of Deeds in Book 3314, Page 323; land now or formerly of Marc Lalancette as described in a deed recorded in said Registry of Deeds in Book 1929, Page 343; and land now or formerly of Marilyn S. White as described in a deed recorded in said Registry of Deeds in Book 991, Page 316, a total distance of 3000 feet, more or less, to a point which is the southeasterly corner of land of said Marilyn S. White;

Line 4:

Thence northerly along the easterly boundary line of land now or formerly of said Marilyn S. White a distance of approximately 1200 feet to a point, which point is the southwesterly corner of land now or formerly of Paul and Sandra Tessier as described in a deed recorded in said Registry of Deeds in Book 2523, Page 333;

Line 5:

Thence generally easterly along the southerly boundary line of land now or formerly of Paul and Sandra Tessier; land now or formerly of Gloria Burns as described in a deed recorded in said Registry of Deeds in Book 867, Page 189; land now or formerly of Carleton E. Swett and Jeffrey C. Swett as described in a deed recorded in said Registry of Deeds in Book 2918, Page 234; land now or formerly of Richard J. Herrmann and Robert E. Herrmann as described in a deed recorded in said Registry of Deeds in Book 2482, Page 278; and land now or formerly of Karl and Lorraine Martin, Sr. as described in a deed recorded in said Registry of Deeds in Book 1242, Page 161 to the southeasterly corner of land of said Karl and Lorraine Martin Sr. and the

westerly sideline of land now or formerly of Albert and Alice Theriault as described in a deed recorded in said Registry of Deeds in Book 603, Page 402;

Line 6:

Thence generally southerly along land of said Albert and Alice Theriault to the northwesterly line of other land now or formerly of said Albert and Alice Theriault, as described in a deed recorded in said Registry of Deeds in Book 1288, Page 307;

Line 7:

Thence southwesterly, a distance of 700 feet, more or less, along other land now or formerly of said Albert and Alice Theriault to the southwesterly corner thereof and the northwesterly corner of the Rockwood/Blue Ridge Development Area, Main Rockwood/Blue Ridge Sub-Area at **UTM NAD83, Zone 19N 440372.8, 5057976.8;**

Line 8:

Thence along the said Development Area, along a line through the following points:

UTM NAD83, Zone 19N 440284.8, 5057823.4

UTM NAD83, Zone 19N 440065.7, 5057547.7

UTM NAD83, Zone 19N 439954.3, 5057209.2

UTM NAD83, Zone 19N 439822.4, 5056994.5

a distance of 9000 feet, more or less, through Rockwood Strip and Taunton & Raynham Academy Grant to the POINT OF BEGINNING.

SECTION 1 D

A certain lot or parcel of land situated in the Town of Jackman in the County of Somerset, State of Maine, as located and shown on Exhibit A2, Section 1 D, and more particularly described as follows:

A. A strip of land being 500 feet wide as measured from the shore of the southerly side of Long Pond, in the Town of Jackman, running westerly from the westerly side of the subdivision known as "Subdivision of Land of Richard R. Petrin and Andre F. Belanger" dated July 9, 1991 and recorded in the Somerset County Registry of Deeds in Plan File B-95, Page 96, along the southerly line of land now or formerly of Todd Reynolds as described in said Registry of Deeds in Book 3053, Page 235, and along the southerly and westerly shores of Long Pond to land now or formerly of Jeffrey J. Greenleaf, described in a deed recorded in the said Registry of Deeds in Book 2081, Page 178, near the mouth of the Moose River. This parcel is located and shown as Parcel 3A on Exhibit A2, Section 1 D attached hereto.

Excepting the railroad premises, and access thereto, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119 and the Piscataquis County Registry of Deeds in Book 1438, Page 238.

Subject to non-exclusive rights of access to land now or formerly of said Todd Reynolds.

B. A strip of land being 500 feet wide as measured from the shore of Long Pond, in the Town of Jackman, running from the north side of the mouth of the Moose River northeasterly along the northerly shore of Long Lake to the southwesterly side of land now or formerly of Timothy Casey, described in deed recorded in the Somerset County Registry of Deeds in Book 1327, Page 285. This parcel is located and shown as Parcel 3B on Exhibit A2, Section 1 D attached hereto.

The foregoing described parcels are subject to the rights of Grantor and others for ingress and egress by foot and by all manner of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

SECTION 2

A certain lot or parcel of land located in the Townships of Long Pond, Sandwich Academy Grant, Taunton & Raynham Academy Grant, Sapling, Misery Gore, Misery, Chase Stream, Parlin Pond, Johnson Mountain and West Forks Plantation, all located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Exhibit A2 Section 2, and more particularly bounded and described as follows:

POINT OF BEGINNING (POB):

Beginning at a point which marks the southwest corner of Chase Stream Township (T1 R6 BKP WKR), and the southeast corner of Johnson Mountain Township (T2 R6 BKP WKR);

Line 1:

Thence easterly along the southerly town line of Chase Stream Township to land now or formerly of Central Maine Power Company as described by deeds recorded in Book 434, Page 89, Book 536, Page 131, Book 536, Pages 135, 138 and 141, and shown on Plan of Boundary Line between Plum Creek Maine Timberlands, L.L.C. and Central Maine Power Company dated February 22, 2008 and recorded in Plan Book 2008, Page 34, pursuant to Boundary Line Agreement dated April 22, 2008, recorded in Book 3993, Page 14;

Line 2:

Thence northeasterly along land of said Central Maine Power Company, land now or formerly of Florida Power and Light Co., as described in deed recorded in Book 2540, Page 24 and along the Project Boundary line as shown on Indian Pond Project Plan Detail Map Reservoir dated March 26, 1999, Sheets 1 through 5, recorded in the Somerset County Registry of Deeds in Plan File 99, Pages 19 through 23 (the "Plans") to land now or formerly of the State of Maine as described in a deed by Plum Creek Maine Timberlands, L.L.C. dated September 17, 1999 and recorded in the Somerset County Registry of Deeds in Book 2607, Page 218 at the mouth of the Kennebec River West Outlet in Sapling Township (T1 R7 BKP WKR), excepting the following parcels: 1) land shown as "Parcel 6 Retained Land of CMP" as shown on Sheet 3 of 5 of the Plans; 2) land shown as "Parcel 7 Retained Land of CMP" as shown on Sheet 4 of 5 of the Plans; 3) land

shown as "N/F H. Martens" as shown on Sheet 4 of 5 of the Plans; 4) land shown as "Parcel 8 Retained Land of CMP" as shown on Sheet 4 of 5 of the Plans; 5) land shown as "Parcel 10 Retained Land of CMP" as shown on Sheet 5 of 5 of the Plans; and 6) land shown as "Parcel 11 Retained Land of CMP" as shown on Sheet 5 of 5 of the Plans;

Line 3:

Thence generally northeasterly and northwesterly along land of the State of Maine, as it follows the Kennebec River West Outlet, to the southwesterly corner of land now or formerly of Weldon C. King as described in a deed recorded in the Somerset County Registry of Deeds in Book 875, Page 211, excepting the following parcels: 1) land now or formerly of Central Maine Power Company as described in a deed recorded in the Somerset County Registry of Deeds in Book 440, Page 335; 2) land now or formerly of Charles M. Emery as described in a deed recorded in the Somerset County Registry of Deeds in Book 801, Page 522; and 3) land now or formerly of Charles H. Cooke as described in a deed recorded in the Somerset County Registry of Deeds in Book 619, Page 390;

Line 4:

Thence generally northerly along the land now or formerly of Weldon C. King to the northwest corner thereof and the southerly side of the Rockwood/Blue Ridge Development Area, Main Rockwood/Blue Ridge Sub-Area;

Line 5:

Thence southwesterly along the southerly side of the said Development Area, containing no less than 3712 acres, a distance of 5750 feet, more or less, to **UTM NAD83, Zone 19N 436502.2, 5051842.2;**

Line 6:

Thence in a generally northwesterly direction a distance of 5500 feet, more or less, along said Development Area and crossing Route 6/15 to a point on the westerly side of Route 6/15 and the southerly shore of Brassua Lake in Taunton & Raynham Academy Grant at **UTM NAD83, Zone 19N 434992.4, 5052444.1;**

Line 7:

Thence in a generally southwesterly direction along the northwesterly side of Route 6/15 and the southerly side of the Brassua Lake Development Area, South Peninsula Sub-Area, containing no less than 2551 acres, to its intersection with the northerly side of land now or formerly of the Montreal Maine & Atlantic Railroad in Taunton & Raynham Academy Grant;

Line 8:

Thence in a general westerly direction along said Development Area and the northeasterly side of land now or formerly of the Montreal Maine & Atlantic Railroad to a point located in Sandwich Academy Grant at **UTM NAD83, Zone 19N 432070.3, 5052598.7;**

Line 9:

Thence northeasterly and northwesterly along the westerly sideline of the said Development Area along the following points through Sandwich Academy Grant, Taunton & Raynham Academy Grant and Rockwood Strip:

1. UTM NAD83, Zone 19N 432071.0, 5052660.4
2. UTM NAD83, Zone 19N 432292.5, 5053121.0
3. UTM NAD83, Zone 19N 432230.9, 5053430.3
4. UTM NAD83, Zone 19N 432298.6, 5053676.5
5. UTM NAD83, Zone 19N 432363.2, 5053644.9
6. UTM NAD83, Zone 19N 432961.3, 5054903.9
7. UTM NAD83, Zone 19N 433201.1, 5055055.6
8. UTM NAD83, Zone 19N 432835.1, 5055244.8
9. UTM NAD83, Zone 19N 432599.0, 5055432.5
10. UTM NAD83, Zone 19N 432002.4, 5056303.2
11. UTM NAD83, Zone 19N 431788.0, 5056490.7
12. UTM NAD83, Zone 19N , 431593.2, 5056492.8 to a point on the 1076 foot contour line (U.S. Geologic Survey) and land now or formerly of Florida Power and Light Co.;

Line 10:

Thence along the 1076 foot contour line (U.S. Geologic Survey) in a generally southerly and westerly direction following the southerly shore of Brassua Lake to a point on the southerly side of the mouth of the Moose River;

Line 11:

Thence westerly along the shore of Moose River to the westerly town line of Sandwich Academy Grant, and land now or formerly of The Janice C. Fuller Trust as described in said Registry in Book 2497, Page 28 and Book 2589, Page 11;

Line 12:

Thence southerly along the westerly town line of Sandwich Academy Grant and easterly side line of land of said Janice C. Fuller Trust to the southeasterly corner of land of said Trust;

Line 13:

Thence westerly and northerly along said Janice C. Fuller Trust land to the southerly side line of land now or formerly of David H. Hall, et al., as described in said Registry in Book 1872, Page 3;

Line 14:

Thence westerly and northerly around said land of David H. Hall, et al., to the shore of Long Pond;

Line 15:

Thence westerly along the shore of Long Pond to the Long Pond Development Area, Southeast Shore Sub-Area , containing no less than 912 acres, on the southeast shore, as shown on Exhibit A2 Section 2 at UTM NAD83, Zone 19N 420691.6, 5051930.2;

Line 16:

Thence southerly approximately 4450 feet to the northerly side of Route 6/15, westerly along Route 6/15 approximately 9100 feet, and northerly to the shore of Long Pond;

Line 17:

Thence generally westerly along the shore of Long Pond a distance of 2000 feet, more or less, to the easterly side of the mouth of Parlin Stream and continuing westerly across the mouth of Parlin Stream and running in a generally westerly direction following the shore of Long Pond to land now or formerly of Glen O'Neill as described in said Registry in Book 3365, Page 120;

Line 18:

Thence southwesterly and northwesterly along land of said Glen O'Neill and land now or formerly of Timothy and Melissa Stapleton as described in said Registry in Book 3673, Page 281, to Route 6/15, and continuing along said road to the easterly corner of land now or formerly of Damien and Eva Lacasse as described in said Registry in Book 1130, Page 187;

Line 19:

Thence along the following courses and distances:

1. S 64°03'08" W a distance of 304.27;
2. N 77°43'39" W a distance of 446.01 feet;
3. N 29°05'49" W a distance of 502.82 feet;
4. N 02°35'00" W a distance of 990.90 feet;
5. N 40°44'07" W a distance of 200 feet;
6. N 02°35'00" W a distance of 72.48 feet to land now or formerly of William Jennings as described in Book 756, Page 353 of said Registry;
7. N 40°44'07" W a distance of 100 feet;
8. N 02°35'00" W a distance of 100 feet to the southwesterly side of said Route 6/15;

Line 20:

Thence northwesterly along the southwesterly side of Route 6/15 to the southeasterly corner of land now or formerly of Lena Achey as described in Book 1969, Page 166;

Line 21:

Thence by and along the following courses and distances:

1. N 86°02'17" W a distance of 615.75 feet
2. N 85°30'38" W a distance of 324.68 feet;
3. N 85°36'42" W a distance of 686.84 feet;
4. S 06°37'21" W a distance of 359.12 feet;
5. N 85°36'43" W a distance of 1179.19 feet;
6. N 85°05'08" W a distance of 976.50 feet;
7. N 85°12'46" W a distance of 927.11 feet;
8. N 85°02'00" W a distance of 938.64 feet;

9. N 85°45'55" W a distance of 826.75 feet;
10. N 85°21'54" W a distance of 825.49 feet;
11. N 05°15'27" E a distance of 330.68 feet;
12. N 85°25'33" W a distance of 1875.92 feet;
13. N 85°51'46" W a distance of 1322.11 feet;
14. N 04°03'01" E a distance of 1818.12 feet along land now or formerly of Frigon as described in Book 2051, Page 41 to the southerly sideline of Long Pond Road, also known as Route 6/15;
15. Thence along the southerly side of said Route 6/15, N 84°01'09 W a distance of 762.17 feet to land now or formerly of Earl W. Harvey as described in Book 800, Page 241;
16. S 04°29'50 W a distance of 1840 feet along land of said Harvey;
17. N 85°46'56" W a distance of 615.68 feet along land of said Harvey;
18. N 04°07'55" E a distance of 167.39 feet along land of said Harvey;
19. N 85°49'16" W a distance of 748.20 feet to the intersection of southwest corner of land of said Harvey and the westerly town line of Long Pond Township, which point is 2250.17 feet, more or less, southerly of the intersection of the south side of State Route 6/15 and the westerly town line of Long Pond Township;

Line 22:

Thence southerly along the westerly town line of Long Pond Township and the easterly town line of the Town of Jackman to their intersection with the northerly town line of Misery Gore;

Line 23:

Thence continuing southerly on the same course, being the extension southerly of the westerly town line of Long Pond Township, across Misery Gore to the northerly town line of Parlin Pond Township;

Line 24:

Thence running in a generally easterly direction along the southerly town line of Misery Gore and the northerly town line of Parlin Pond Township to the northwest corner of Misery Township;

Line 25:

Thence running in a generally southerly direction along the westerly town line of Misery Township and Chase Stream Township, and the easterly town line of Parlin Pond Township and Johnson Mountain Township to the southwest corner of Chase Stream Township and the southeast corner of Johnson Mountain Township and the POINT OF BEGINNING.

Also hereby granting easement rights in and to the property located between the high water mark and the low water mark of Moose River and Long Pond without any warranties or representation as to title.

Also conveying an easement in and to a strip of land around:

- a) that portion of **Horseshoe Pond** located partly in premises above described, and partly in Parlin Pond Township, said strip being 500 feet wide as measured from the high water mark of said Pond;
- b) that portion of **Upper Paradise Pond and Lower Paradise Pond** located partly in premises above described, and partly in Parlin Pond Township, said strip being 500 feet wide as measured from the high water mark of said Pond;
- c) that portion of **Smith Pond** located partly in premises above described, and partly in Parlin Pond Township, said strip being 500 feet wide as measured from the high water mark of said Pond;
- d) that portion of **Cold Stream Pond** located partly in premises above described, and partly in Parlin Pond Township, said strip being 500 feet wide as measured from the high water mark of said Pond;
- e) that portion of **Dead Stream Pond** located partly in premises above described, and partly in West Forks Plantation, said strip being 500 feet wide as measured from the high water mark of said Pond;
- f) any portion of a strip 500 feet wide, as measured from the high water mark of **Mud Pond** located in Chase Stream Township, which lies southerly of the southerly town line of Chase Stream Township and within West Forks Plantation.

For the foregoing metes and bounds descriptions in lines 19 and 21 above, reference is made to Standard Boundary Survey, Sheets 1 through 3, prepared by Sacket & Bracke, dated 3/13/1995 (Sheet 1) and 8/30/1995 (Sheets 2 & 3), Sacket & Bracke file #95001.

Excepting and reserving the land conveyed to Central Maine Power Company by deed of S.D. Warren recorded in said Registry of Deeds in said Registry in Book 1983, Page 54.

Subject to the rights of access to camp lots of Central Maine Power Company and/or Florida Power and Light Co., shown on Plan of Indian Pond Project Plan, Detail Map, Sheets 2, 3, 4 and 5 of 5 recorded in said Registry of Deeds in Plan File 99, Pages 20, 21, 22 and 23, shown as camp lots C through Z, and BB, as well as CMP Retained Lots 6, 7, 8, 10 and 11, as shown on said plans, and land of Indian Pond Whaling Co. described in deed in Book 943, Page 282, formerly of Mertens acquired of Central Maine Power Company, and shown on Sheet 4 of said plans.

Excepting and reserving a parcel of land conveyed to Dean M. Brown and Terrie M. Brown, Trustees of the Dean M. Brown Living Trust Dated February 19, 2002 dated February 1, 2008 and recorded in said Registry in Book 4018, Page 122.

Excepting and reserving the Public Lot, and access thereto, in Sandwich Academy Grant Township as shown on Exhibit A2 Section 2.

Excepting and reserving three parcels of land and rights of access at Somerset Station, located in Misery Gore Township on the westerly side of the Kennebec West Outlet Stream, now or formerly owned by Central Maine Power Company by deed recorded in the Somerset Registry of Deeds in Book 440, Page 335, shown as **CL-15a**, Charles M. Emery by deed recorded in the Somerset County Registry of Deeds in Book 801, Page 522, shown as **CL-15b** and Charles H.

Cooke by deed recorded in said Registry in Book 619, Page 390, shown as **CL-15c**, all as shown on Exhibit A2 Section 2.

Subject to the rights of access of David L. Hall, et al by deed recorded in the Somerset County Registry of Deeds in Book 1872, Page 3, shown as **CL-11a**, Jeffrey N. Gibbs by deed recorded in said Registry in Book 1345, Page 6, shown as **CL-11b**, The Janice C. Fuller Trust by deed recorded in said Registry in Book 2497, Page 28, shown as **CL-11c**, and Town of Jackman by deed recorded in said Registry in Book 1970, Page 208, shown as **CL-12**, all as shown on Exhibit A2 Section 2.

Excepting and reserving the camp lots in the Tarratine Lease Area located on both sides of Route 6/15 in Taunton & Raynham Academy Grant, near Line 8 described above and generally located and shown as **CL 14b** on Exhibit A2 Section 2.

Subject to a non-exclusive easement for access to the Giroux Lot on the north side of Long Pond at Churchill Stream, described in deed to Thomas J. Giroux and recorded in said Registry of Deeds in Book 2854, Page 88, shown as **CL-10** on Exhibit A2 Section 2.

Also excepting herefrom, the following camp and lease lots and access thereto, whose general locations are shown on the attached Exhibit A2, Section 2:

CL-5: Lease Lot #1113	Alan Gove
CL-12: Town Lot	Town of Jackman, by deed recorded in said Registry in Book 1920, Page 208
CL-13: Lease Lot #1160	Walter Morin
CL-14b: Camp Lot	Tarratine Camp Lot Area as shown on Exhibit 69 of an instrument from Scott Paper Company to Skylark, Inc. dated December 30, 1970 and recorded in Book 807, Page 976; leased in part to Steve Shaw (Lot 5 - Lease No. 120), and Robert Genest (Lot 3 - Lease No. 45)
CL-16a: Lease Lot #99	J. Edward Klisiewicz
CL-17: Lease Lot #119	J. Alfred Letourneau
CL-18: Lease Lot #376	Edwin O. Reed
CL-19a: Lease Lot #1114	Jon C. Hansen, et al.
CL-19b: Lease Lot #1111	Richard W. Fitzherbert
CL-20: Lease Lot #1116	W.M. Philbrick et al.
CL-22: Lease Lot #1115	Raymond Russenberger, et al.
CL-24: Lease Lot #1192	Carroll Cutting, et al.
CL-25a & b: Camp Lots	Steven and Craig Woodard as described in said Registry of Deeds in Book 2713, Page 198 and Book 2570, Page 139
CL-28a: Camp Lot	Alice Chubbuck, et al. as described in said Registry of Deeds in Book 2758, Page 142
CL-28b: Lease Lot #1128	Jonathan Stanley
CL-28c: Camp Lot	Isaac & Donna McLaughlin as described in said Registry of Deeds in Book 2722, Page 84
CL-28d: Lease Lot #1125	Neal Chubbuck

CL-28e: Camp Lot Richard & June Berry as described in said Registry of Deeds in Book 2270, Page 204

NOTE: CL-14a, CL-16b, CL-21, CL-23, CL-26 and the Jean N. Carter Lease SP 172 located in the Tarratine Camp Lot Area are intentionally omitted.

Subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

Excepting the railroad premises, and access thereto, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119 and the Piscataquis County Registry of Deeds in Book 1438, Page 238.

SECTION 2 A

A certain lot or parcel of land situated in Taunton & Raynham Academy Grant (T1 R1 NBKP) in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Exhibit A2 Section 2A, and more particularly bounded and described as follows:

Point of Beginning (POB):

Beginning at a point being the intersection of the northerly line of land now or formerly of Weldon C. King as described in a deed recorded in the Somerset County Registry of Deeds in Book 875, Page 211 and the northwesterly line of land of the State of Maine along the Kennebec River West Outlet described in deed recorded in said Registry in Book 2607, Page 201;

Line 1:

Thence in a generally northeasterly direction along land of the State of Maine, land now or formerly of Central Maine Power Company, described in deed recorded in Book 1983, Page 61 and generally located and shown as "CMP Out Lot" on Exhibit A2, Section 2A, and land now or formerly of Plum Creek Land Company described in deed recorded in the Somerset County Registry of Deeds in Book 2570, Page 145 and Book 2620, Page 330, and reserved in Book 2607, Page 201 and generally located and shown as "Approx. Locations of Area A & Area B" on Exhibit A2, Section 2A, to land of the County of Somerset as described in Book 855, Page 478 recorded in said Registry of Deeds;

Line 2:

Thence generally westerly and northerly along land now or formerly of said County of Somerset to a point at **UTM NAD83, Zone 19N 440958.1, 5055810.8**, on the Rockwood/Blue Ridge Development Area, Main Rockwood/Blue Ridge Sub-Area, containing at least 3712 acres, located generally as shown on Exhibit A2 Section 2A;

Line 3:

Thence generally southwesterly along said Development Zone along a line maintaining a distance of one-quarter ($\frac{1}{4}$) mile northwesterly of and parallel to the high water mark of the northwesterly side of Long Pond and the Kennebec River West Outlet, to a point on the easterly side line of land now or formerly of said Weldon C. King;

Line 4:

Thence southerly 1100 feet, more or less, along land now or formerly of said Weldon C. King to a corner thereof;

Line 5:

Thence easterly along land now or formerly of said Weldon C. King to the POINT OF BEGINNING.

Excepting and reserving a six (6) rod-wide strip of land as described in an Indenture between S.D. Warren Co. and Central Maine Power dated March 1, 1994 and recorded in said Registry in Book 1983, Page 54.

Excepting and reserving the camp lots and access thereto and adjoining land on the northwesterly shore of Long Pond, known as Long Pond Lease Areas A and B and shown on Exhibit A2, Section 2A, which are now or formerly owned by Plum Creek Land Company as described in deed recorded in said Registry of Deeds in Book 2570, Page 145, as corrected by Correction Deed recorded in Book 2620, Page 330, and as reserved in Book 2607, Page 201.

Subject to non-exclusive access easements to camp lots of Florida Power & Light and/or Central Maine Power Company as shown on a plan entitled "Indian Pond Project Plan Detail Map, Sheets 1 – 5" prepared by Orland E. Bean, PLS, recorded in the Somerset County Registry of Deeds in Plan File 99, Pages 19 through 23, and in the Piscataquis County Registry of Deeds in Plan Cabinet M, Number 58.

Subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

SECTION 3

A certain lot or parcel of land located in the Townships of Taunton & Raynham Academy Grant, Misery Gore, and Sapling all in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Exhibit A2 Section 3, and more particularly bounded and described as follows:

POINT OF BEGINNING (POB):

Beginning at a 5" x 7" granite monument found 24" tall, said monument being at GPS Point North 702786.65 East 672968.95 State Plane NAD 83 Maine East, as shown on a Boundary Survey made for Central Maine Power Company and Plum Creek Maine Timberlands dated September 26, 2005, revised through January 12, 2006, and recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 16, which granite monument marks the northeasterly corner of land now or formerly of Kennebec Water and Power Company as described in the Somerset County Registry of Deeds in Book 371, Page 375;

Line 1:

Thence southeasterly along the land now or formerly of Kennebec Water and Power Company to the westerly shore of Moosehead Lake;

Line 2:

Thence along the shore of Moosehead Lake in a generally northerly direction to the southeast corner of the Route 6/15 Corridor Development Area, Sapling Township Sub-Area, containing not less than 240 Acres, at **UTM NAD83, Zone 19N 444359.8, 5048897.0;**

Line 3:

Thence southwesterly along said Development Area a distance of 1350 feet, more or less, to the southwest corner of said Development Area at **UTM NAD83, Zone 19N 443989.8, 5048715.1;**

Line 4:

Thence generally northwesterly a distance of 1250 feet, more or less, along the westerly boundary of said Development Area to a point at **UTM NAD83, Zone 19N 443754.2, 5049025.9;**

Line 5:

Thence northerly along the westerly boundary of said Development Area, on a line parallel with Route 6/15, a distance of 500 feet, more or less, to a point at **UTM NAD83, Zone 19N 443755.6, 5049180.2;**

Line 6:

Thence westerly along said Development Area on a line generally perpendicular to Route 6/15 a distance of 500 feet, more or less, to a point at **UTM NAD83, Zone 19N 443603.9, 5049181.5;**

Line 7:

Thence northerly along the westerly boundary of said Development Area, on a line generally parallel with and approximately 700 feet easterly of the easterly side of Route 6/15, a distance of 2100 feet, more or less, to a point at **UTM NAD83, Zone 19N 443544.5, 5049799.4;**

Line 8:

Thence westerly along said Development Area a distance of 700 feet, more or less, to the easterly side of Route 6/15;

Line 9:

Thence northerly along the easterly sideline of Route 6/15 and the westerly side line of said Development Area to the northwest corner thereof;

Line 10:

Thence easterly along the northerly boundary of said Development Area a distance of 1250 feet, more or less, to the northeast corner thereof;

Line 11:

Thence southeasterly along said Development Area a distance of 1000 feet, more or less, to the westerly shore of Moosehead Lake;

Line 12:

Thence in a general northeasterly direction, following the shore of Moosehead Lake, to the southwesterly corner of land now or formerly of Steve and Joanne LeBrun as described in the Somerset County Registry of Deeds in Book 1639, Page 32;

Line 13:

Thence in a general northwesterly, easterly and northerly direction along the westerly and northerly side lines of land now or formerly of Steve and Joanne LeBrun to the northeasterly corner thereof and the northwesterly corner of land now or formerly of Theodate A. Wilcox, Trustee of the Theodate A. Wilcox Living Trust as described in a deed in said Registry of Deeds in Book 3645, Page 31;

Line 14:

Thence in a general northerly direction along the westerly side line of land now or formerly of: (1) Theodate A. Wilcox, Trustee of Theodate A. Wilcox Living Trust as described in said Registry in Book 3645, Page 31; (2) Richard and Barbara Thomas as described in said Registry in Book 2570, Page 103; (3) Kenneth and Sandra Bailey as described in said Registry in Book 2759, Page 65 and Book 2739, Page 261; (4) George Hutchins as described in said Registry in Book 1365, Page 11; (5) Stephen and Sharon Rogers as described in said Registry in Book 3171, Page 262; (6) Henry and Susan Cushman as described in said Registry in Book 3926, Page 51 to a point on the southerly sideline of land of Burchard T. Ranger, et al as described in said Registry in Book 1444, Page 269 and Book 2738, Page 82;

Line 15:

Thence in a westerly and northerly direction along land of said Ranger, and continuing northerly along the westerly side line of land now or formerly of Armand Nelson as described in said Registry in Book 1265, Page 125 a distance of 2350 feet through Sapling Township into Misery Gore to a point on the southerly side line of the Route 6/15 Corridor Development Area, Main Route 6/15 Corridor Sub-Area containing not less than 1773 Acres, said point being 500 feet, more or less, southerly of the northerly side line of Misery Gore at UTM NAD83, Zone 19N 444499.3, 5052414.2;

Line 16:

Thence westerly along the southerly side line of said Development Area, and maintaining a distance of 500 feet, more or less, southerly from the northerly town line of Misery Gore a distance of 2450 feet, more or less to a point at **UTM NAD83, Zone 19N 443761.7, 5052266.5;**

Line 17:

Thence southwesterly along the southerly side line of said Development Area a distance of 1100 feet, more or less, to a point at **UTM NAD83, Zone 19N 443607.3, 5051959.2;**

Line 18:

Thence in a westerly direction along the southerly sideline of said Development Area, generally parallel to the northerly town line of Misery Gore, a distance of 800 feet, more or less, to a point at **UTM NAD83, Zone 19N 443368.5, 5051899.7;**

Line 19:

Thence northerly along said Development Area through Misery Gore and into Taunton & Raynham Academy Grant, along a line maintaining a distance of 1400 feet, more or less, easterly of the easterly side of Route 6/15, a distance of 2287 feet, more or less, to a point;

Line 20:

Thence northeasterly along said Development Area a distance of 1494 feet, more or less, to a point;

Line 21:

Thence generally northerly along said Development Area, along a line maintaining a distance of 2839 feet, more or less, easterly of the easterly side of Route 6/15, a distance of 2413 feet, more or less, to a point located on the southerly side of a road that extends easterly from Route 6/15 in the direction of Moosehead Lake;

Line 22:

Thence southwesterly along the southerly sideline of said road a distance of 2839 feet, more or less, to the easterly side line of Route 6/15;

Line 23:

Thence southerly along the easterly side line of Route 6/15 a distance of 1200 feet, more or less;

Line 24:

Thence westerly, crossing Route 6/15, and maintaining a line generally perpendicular to Route 6/15 and along the southerly side line of said Development Area a distance of 600 feet, more or less, to a point at **UTM NAD83, Zone 19N 442488.0, 5052710.1;**

Line 25:

Thence northwesterly along the westerly side line of the said Development Area and maintaining a distance of 300 feet, more or less, northeasterly of a logging road (herein after referred to as "LR1") a distance of 1200 feet, more or less, to a point at **UTM NAD83, Zone 19N 442164.4, 5052836.6;**

Line 26:

Thence northwesterly along the westerly side line of said Development Area a distance of 2050 feet, more or less, to the intersection of LR1 with another road at **UTM NAD83, Zone 19N 441844.7, 5053395.1;**

Line 27:

Thence generally northerly along the westerly side line of said Development Area a distance of 800 feet, more or less, to a point at **UTM NAD83, Zone 19N 441738.5, 5053612.1;**

Line 28:

Thence in a generally northerly direction along the westerly side line of said Development Area a distance of 400 feet, more or less, to a point at **UTM NAD83, Zone 19N 441652.7, 5053705.5;**

Line 29:

Thence generally northwesterly along the westerly side line of said Development Area a distance of 1100 feet, more or less, to a point at **UTM NAD83, Zone 19N 441416.9, 5053954.6;**

Line 30:

Thence generally northerly along the westerly side line of said Development Area a distance of 1800 feet, more or less, to a point on the southerly line of land of the State of Maine known as the "Public Lot" (also known as Tax Map SO 31, Plan 5 Lot 12), which point is approximately 1500 feet easterly from the high water mark of Long Pond in Taunton & Raynham Academy Grant;

Line 31:

Thence westerly along the southerly line of the Public Lot a distance of 1000 feet, more or less, to land of the State of Maine, as described in two deeds dated September 17, 1999 and recorded in the Somerset County Registry of Deeds in Book 2607, Page 201, and Book 2607, Page 218, respectively, located along the southeasterly shore of Long Pond and the Kennebec West Outlet Stream;

Line 32:

Thence generally southwestward along the easterly side line of land of the said State of Maine to land now or formerly of Weldon C. King, et al., as described in a deed in said Registry in Book 875, Page 211;

Line 33:

Thence easterly, southerly and westerly around land now formerly of said Weldon C. King et al., to land now or formerly of the said State of Maine;

Line 34:

Thence generally southerly through Misery Gore and into Sapling Township to land now or formerly of Weldon C. King located at the northerly end of Indian Pond in Sapling Township as

described in a deed dated September 2, 1983 and recorded in said Registry in Book 1104, Page 66;

Line 35:

Thence southwesterly along the easterly line of land of said Weldon C. King, a distance of 1500 feet, more or less, to a point;

Line 36:

Thence easterly along the northerly line of land of said Weldon C. King a distance of 2500 feet, more or less, to the northeast corner thereof;

Line 37:

Thence southerly along the easterly line of land of said Weldon C. King to the 960-foot contour line (U.S. Geologic Survey) of the Kennebec River West Outlet, and the "Project Boundary Line for FERC Project No. 2142" (hereinafter referred to as the "Project Boundary Line") as shown on a Boundary Survey made for Central Maine Power Company and Plum Creek Maine Timberlands dated September 26, 2005, revised January 17, 2006 and recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 16;

Line 38:

Thence in a generally southeasterly and northeasterly direction along the 960-foot contour line, the Project Boundary Line, land now or formerly of Florida Power and Light as described in a deed in said Registry of Deeds in Book 2540, Page 24, land now or formerly of Central Maine Power Company as described in a deed in said Registry of Deeds in Book 1416, Page 131, and crossing Route 6/15 and the Montreal Maine & Atlantic Railroad to a 6" x 8" granite monument 24" tall at GPS Point North 702094.81 East 671760.67 State Plane NAD 83, Maine East, all as shown on the aforesaid plan;

Line 39:

Thence N 60°12'18" E along the northerly side of said Kennebec Water & Power Company a distance of 1,392.33 feet to a 5" x 7" granite monument found 24" tall at GPS Point North 702786.65 East 672968.95 State Plane NAD 83 Maine East, all as shown on the aforesaid plan, to the northeast corner of land of Kennebec Water and Power Company as described in deed recorded in said Registry of Deeds in Book 371, Page 375 and THE POINT OF BEGINNING.

Excepting and reserving from the foregoing a triangular shaped parcel lying easterly of the Kennebec Water and Power Company land referred to in the Point of Beginning, and more particularly described as follows:

A certain lot or parcel of land situated in Sapling Township, Somerset County, State of Maine, more particularly described as follows:

Beginning at a 5" by 7" granite monument shown at NAD83 MAINE EAST N 702786.65 and E 672968.95, as shown Boundary Survey prepared for a Corrective Deed by and Between Central Maine Power Company and Plum Creek Maine Timberlands, East Outlet, Kennebec River, dated September 26, 2005, revised January 17, 2006 and recorded in the Somerset County Registry of

Deeds Plan File 2006, Page 16, which granite monument marks the northeasterly corner of land now or formerly of Kennebec Water and Power Company as described in the Somerset County Registry of Deeds in Book 371, Page 375;

Thence southeasterly along the land now or formerly of Kennebec Water and Power Company to the westerly shore of Moosehead Lake;

Thence following the shore of Moosehead Lake a distance of approximately 720 feet to a point, which point is located approximately 300 feet northeasterly of the intersection of the Kennebec Water and Power Company line described above with the shore of Moosehead Lake, as shown on Exhibit C attached hereto;

Thence northwesterly from said point in a straight line to the point of beginning.

Also hereby granting easement rights in and to the property located between the high water mark and the low water mark of Moosehead Lake without any warranties or representation as to title.

Subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

Excepting and reserving herefrom access rights to land located in Taunton & Raynham Academy Grant, part of which is located on the southeasterly side of the Kennebec West Outlet Stream as further described in a deed to Weldon C. King and Marilyn B. King dated March 17, 1977 and recorded in the Somerset County Registry of Deeds in Book 875, Page 211, and land located in Sapling Township at the northeasterly end of Indian Pond as described in the deed to Weldon C. King dated September 2, 1983 and recorded in said Registry of Deeds in Book 1104, Page 66.

Excepting the premises and access rights thereto owned by the Montreal Maine & Atlantic Railroad that cross the premises described above, the general location of which is shown on Exhibit A2 Section 3, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119 and the Piscataquis County Registry of Deeds in Book 1438, Page 238.

Excepting and reserving that portion of the property and access rights thereto shown as Existing Commercial/Industrial Zone D-CIM, containing 94 Acres, more or less, on Exhibit A2, Section 3 attached hereto and made a part hereof, located westerly of Route 6/15 and northerly of Kennebec East Outlet in Sapling Township.

Reference is also made to a Boundary Survey made for Central Maine Power Company and Plum Creek Maine Timberlands dated September 26, 2005, revised January 17, 2006 and recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 16 for a more

particular description of the land now owned by Kennebec Water Power Company along the northeasterly side line of the Kennebec East Outlet Stream.

Subject to non-exclusive access easements to land and camp lots now or formerly of Florida Power & Light and/or Central Maine Power Company as shown on a plan entitled "Indian Pond Project Plan Detail Map, Sheets 1 – 5", sheet 5 of 5 prepared by Orland E. Bean, PLS, recorded in the Somerset County Registry of Deeds in Plan File 99, Page 23, and in the Piscataquis County Registry of Deeds in Plan Cabinet M, Number 58.

Subject to those rights of access to the privately owned parcels referred to in Lines 13, 14 and 15 above, located on the westerly shore of Moosehead Lake, and any property and access rights of others located southerly of Line 37.

SECTION 4

A certain lot or parcel of land situated partly in Big Moose Township (T2 R6 BKP EKR), County of Piscataquis, State of Maine, and partly in Indian Stream Township (T1 R6 BKP EKR) and Squaretown Township (T2 R5 BKP EKR), County of Somerset, State of Maine, more particularly bounded and described as follows:

Point of Beginning (POB):

Beginning at a point on the westerly side line of Squaretown Township, County of Somerset and State of Maine, which point is the southwest corner of Lot 37 of Range Lots which is also the southwest corner of land now or formerly of Plum Creek Maine Timberlands, L.L.C. (hereinafter "PCMT"), described in deed recorded in the Somerset County Registry of Deeds in Book 3426, Page 252;

Line 1:

Thence easterly along the southerly line of Lot 37 to the southeasterly corner thereof;

Line 2:

Thence northerly along the easterly line of Lot 37 to the northeasterly corner thereof;

Line 3:

Thence easterly along the southerly line of Lot 50 of said Range lots to the southeasterly corner thereof;

Line 4:

Thence northerly along the easterly line of Lot 50 and Lot 62 approximately 5433 feet to the northeasterly corner of Range Lot 62;

Line 5:

Thence easterly along the southerly line of land now or formerly of PCMT, to the southeast corner of land now or formerly of PCMT and the easterly town line of Squaretown Township to a point which is approximately 16,500 feet southerly of the northerly town line of Squaretown Township;

Line 6:

Thence northerly along the easterly town line of Squaretown Township and the easterly town line of Indian Stream Township to a point which is approximately 4800 feet northerly of the southeasterly corner of Indian Stream Township, said point being the northwesterly corner of the land now or formerly of the State of Maine located in Big Moose Township, Piscataquis County, State of Maine;

Line 7:

Thence easterly along land now or formerly of said State of Maine in Big Moose Township to land now or formerly of OLFC, Inc., also sometimes known as OFLC, Inc. described in deed recorded in the Piscataquis County Registry of Deeds in Book 1678, Page 144;

Line 8:

Thence northwesterly along land now or formerly of OLFC, Inc., also sometimes known as OFLC, Inc., along the following courses and distances:

N 36° W a distance of 2574 feet to a point,
 N 60° W a distance of 1188 feet to a point,
 N 25° W a distance of 1947 feet to a point;

Line 9:

Thence N 42°30' E along the northwesterly side of land now or formerly of OLFC, Inc., also sometimes known as OFLC, Inc., a distance of approximately 3200 feet to a point on the southerly side of the Big Moose Mountain Resort Development Area, Main Big Moose Mountain Sub-Area, at **UTM NAD83, Zone 19N 442737.1, 5039683.6**, said Development Area containing not less than 3880 acres and having a boundary approximately described in lines 10 through 33 hereinafter set forth and generally located as shown on Exhibit A2, Section 4:

Line 10:

Thence northwesterly along said Development Area a distance of approximately 1500 feet to a point on the 1800 foot contour line and a point on the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System line at **UTM NAD83, Zone 19N 442304.3, 5039811.0**;

Line 11:

Thence northwesterly along a line that follows said Development Area and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 2400 feet to a point at **UTM NAD83, Zone 19N 441700.8, 5040248.7**;

Line 12:

Thence northwesterly along a line that follows said Development Area and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1400 feet to a point at **UTM NAD83, Zone 19N 441508.7, 5040589.9**;

Line 13:

Thence northwesterly along a line that follows said Development Area and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1300 feet to a point at **UTM NAD83, Zone 19N 441184.7, 5040747.3;**

Line 14:

Thence southwesterly along a line that follows said Development Area and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1100 feet to a point at **UTM NAD83, Zone 19N 440879.5, 5040595.8;**

Line 15:

Thence westerly along a line that follows said Development Area and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 2200 feet to a point at **UTM NAD83, Zone 19N 440251.2, 5040694.4;**

Line 16:

Thence southwesterly along a line that follows said Development Area and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1300 feet to a point at **UTM NAD83, Zone 19N 439902.0, 5040481.7;**

Line 17:

Thence southwesterly along a line that follows said Development Area and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1200 feet to a point at **UTM NAD83, Zone 19N 439725.2, 5040143.9;**

Line 18:

Thence southwesterly along a line that follows said Development Area and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1200 feet to a point at **UTM NAD83, Zone 19N 439765.3, 5039804.0;**

Line 19:

Thence southwesterly along a line that follows said Development Area and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 2100 feet to a point at **UTM NAD83, Zone 19N 439305.5, 5039376.3;**

Line 20:

Thence southeasterly along a line that follows said Development Area and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 500 feet to a point at **UTM NAD83, Zone 19N 439347.4, 5039221.6;**

Line 21:

Thence in a southwesterly direction to a point that is approximately 3500 feet westerly of the Big Moose Town Line at **UTM NAD83, Zone 19N 438976.1, 5038978.3;**

Line 22:

Thence in a southwesterly and northwesterly direction to a point that is approximately 9400 feet southeasterly of the high water mark of the southerly shore of Indian Pond, on a line generally parallel with the easterly town line of Indian Stream Township at **UTM NAD83, Zone 19N 438479.7, 5039260.9;**

Line 23:

Thence northwesterly along said Development Area a distance of approximately 3000 feet to the westerly side of a logging road shown on Exhibit A2, Section 4 as "Road 3";

Line 24:

Thence northeasterly along said Development Area and the northwesterly side of Road 3 as shown on Exhibit A2, Section 4, which runs generally parallel to and southeasterly of Indian Pond, to the intersection of Road 3 with another road shown and depicted on the attached Exhibit A2, Section 4 as "Road 1";

Line 25:

Thence northeasterly along said Development Area a distance of approximately 1800 feet to a point which is parallel to and 1000 feet northerly of Road 1, at **UTM NAD83, Zone 19N 439027.2, 5042002.4;**

Line 26:

Thence northeasterly along said Development Area and parallel to and 1000 feet northerly of Road 1, a distance of approximately 2000 feet to a point at **UTM NAD83, Zone 19N 439614.3, 5042151.1;**

Line 27:

Thence northeasterly along said Development Area and parallel to and 1000 feet northwesterly of Road 1, a distance of approximately 3300 feet to a point at **UTM NAD83, Zone 19N 440229.0, 5042916.7;**

Line 28:

Thence northeasterly along said Development Area, a distance of approximately 1700 feet to Burnham Road as shown and depicted on the attached Exhibit A2, Section 4 at **UTM NAD83, Zone 19N 440364.1 5043440.1;**

Line 29:

Thence easterly across Burnham Road and along said Development Area, a distance of approximately 2500 feet, more or less, to a point in the southerly side of Road 1;

Line 30:

Thence southwesterly along the southerly side of Road 1 approximately 1300 feet to the easterly side of Burnham Road;

Line 31:

Thence southerly along the northeasterly side of Burnham Road to Road 2 ("Road 2") as shown on Exhibit A2, Section 4;

Line 32:

Thence northerly along the northerly side of Road 2 to the northerly most terminus of Road 2 south of Burnham Pond;

Line 33:

Thence north along said Development Area to the shore of Burnham Pond, at **UTM NAD83, Zone 19N 443309.2, 5042949.9;**

Line 34:

Thence northwesterly, northerly and northeasterly around the shore of Burnham Pond to the Big Moose Mountain Resort Development Area, known as Burnham Pond North Shore Sub-Area and containing not less than 200 acres and located generally as shown on Exhibit A2, Section 4 on the north side of Burnham Pond at **UTM NAD83, Zone 19N 443903.0, 5043870.4;**

Line 35:

Thence northerly, northwesterly, easterly and southeasterly along the Big Moose Mountain Resort Development Area - Burnham Pond North Shore Sub-Area to the shore of Burnham Pond at **UTM NAD83, Zone 19N 444917.3, 5043305.9;**

Line 36:

Thence southeasterly along the shore of Burnham Pond to a point located approximately 250 feet north of the northerly side of Burnham Road;

Line 37:

Thence southeasterly and northeasterly following a line that is 250 feet, more or less, northerly of and generally parallel to the northerly side of the Burnham Road to a point on the westerly side of Route 6/15;

Line 38:

Thence northerly along the westerly side of Route 6/15 to a point approximately 7500 feet southerly of the southwest corner of land now or formerly of OLFC, Inc., also sometimes known as OFLC, Inc., described in deed recorded in the Piscataquis County Registry of Deeds in Book 1675, Page 155, at the northerly end of the Main Big Moose Mountain Sub-Area (which is located generally as shown on Exhibit A2, Section 4);

Line 39:

Thence easterly across Route 6/15 along the northerly side of said Development Area a distance of 700 feet, more or less, to the shore of Moosehead Lake;

Line 40:

Thence northerly along the shore of Moosehead Lake to the southeast corner of land now or formerly of said OLFC, Inc., also sometimes known as OFLC, Inc., excepting the land and access rights thereto of the Montreal Maine and Atlantic Railroad;

Line 41:

Thence westerly along the southerly sideline of land now or formerly of said OLFC, Inc., also sometimes known as OFLC, Inc. to the southwest corner thereof and the easterly side of Route 6/15;

Line 42:

Thence northerly along the easterly side of Route 6/15 and the westerly sideline of land now or formerly of said OLFC, Inc., also sometimes known as OFLC, Inc., to the northwest corner of land of OLFC, Inc.;

Line 43:

Thence easterly along the land now or formerly of said OLFC, Inc., also sometimes known as OFLC, Inc. to the westerly line of land of the Montreal Maine & Atlantic Railroad;

Line 44:

Thence northerly along the westerly side line of the Maine Montreal & Atlantic Railroad to land now or formerly of Central Maine Power Company being described as "Parcel 3" in a deed recorded in the Piscataquis County Registry of Deeds in Book 674, Page 240;

Line 45:

Thence southwesterly by land now or formerly of Central Maine Power Company to the easterly side of Route 6/15;

Line 46:

Thence crossing Route 6/15 and running in a general southwesterly direction along the land of Central Maine Power Company as described in deed recorded in the Piscataquis County Registry of Deeds in Book 674, Page 240 to land of Florida Power & Light as described in deed recorded in the said Registry of Deeds in Book 1191, Page 188 at the 960 foot contour line and/or the Project Boundary for Indian Pond FERC Project No. 2142, as shown on Plan of Indian Pond FERC Project No. 2142, sheet 5, recorded in said Registry in Plan Cabinet M, Pages 54 to 58 (the "Plans");

Line 47:

Thence in a generally southwesterly direction along the most southerly of the 960-foot contour line and/or the Project Boundary Line and the southerly side of "Parcel 9", Retained Land of CMP" as shown on sheet 4 of said Plans, to the easterly town line of Indian Stream Township;

Line 48:

Thence southwesterly along the most southerly of the 960 foot contour and/or the Project Boundary aforesaid, to the northeasterly side of the Big Moose Mountain Resort Development

Area, Indian Pond Sub-Area at **UTM NAD83, Zone 19N 437506.4, 5041770.5**, containing not less than 112 acres and located generally as shown on Exhibit A2, Section 4;

Line 49:

Thence southeasterly, southwesterly, and northwesterly around said Development Area, the rear line of which is generally parallel to and approximately 1000 feet southerly of the most southerly of the said 960 foot contour line and or the Project Boundary, to the most southerly of the 960 foot contour line and/or the Project Boundary aforesaid;

Line 50:

Thence southwesterly from the northwesterly corner of said Development Area along the most southerly of the 960 foot contour line and/or Project Boundary aforesaid, through Indian Stream Township to the northerly corner of a triangular shaped parcel of land now or formerly of Central Maine Power Company as described in deed recorded in the Somerset County Registry of Deeds in Book 2540, Page 24, and recorded in the Piscataquis County Registry of Deeds in Book 1191, Page 188, and as shown on Sheet 3 of said Plans, recorded in the Somerset County Registry of Deeds in Plan File 99, Page 21 and in the Piscataquis County Registry of Deeds in Plan Cabinet M, Number 58.;

Line 51:

Thence southeasterly and southwesterly around said triangular parcel, now or formerly of Central Maine Power Company, to the most southerly of the 960-foot contour line and/or the Project Boundary aforesaid, as shown on Sheet 3 of said Plans;

Line 52:

Thence southwesterly along the most southerly of the 960-foot contour line and/or the Project Boundary aforesaid to the northeasterly edge of the Central Maine Power Company leased land as shown on Sheet 3, and following the Project Boundary Line around the Central Maine Power Company leased land to the most southerly of the 960 foot contour line and/or Project Boundary;

Line 53:

Thence southwesterly along the most southerly of the 960 contour line and/or the Project Boundary to a point on the southerly side of the VIP Road as shown on Sheet 2 of said Plans;

Line 54:

Thence southwesterly along the southerly side of the VIP Road to the westerly town line of Squaretown Township;

Line 55:

Thence southerly along the westerly town line of Squaretown Township, crossing Knight's Pond, to the southwest corner of Lot 37 of Range of Lots and the southwest corner of land now or formerly of PCMT as described in deed recorded in the Somerset County Registry of Deeds in Book 3426, Page 252, and the POINT OF BEGINNING.

Excepting herefrom the following lease lots and/or rights of access in Big Moose Township, whose general locations are shown on the attached Exhibit A2, Section 4, and subject to the rights of access thereto:

CL-32b: Plum Creek Maine Timberlands, L.L.C. (Right of Way)
CL-32e: Right of Way to Wayne Snell

NOTE: CL-27, CL-32c and CL-32d intentionally omitted.

Also excepting herefrom the following lease lots in Indian Stream Township, whose general locations are shown on the attached Exhibit A2, Section 4, and subject to the rights of access thereto:

CL-30: Lease Lot #FT96-02	Melissa Dumont
CL-29: Lease Lot #FT96-30	Richard and Roland Legendre
CL-31: Lease Lot #FT96-65	Pond Associates, LLC

Also excepting herefrom the following lease lot in Squaretown Township, whose general location is shown on the attached Exhibit A2, Section 4, and subject to the rights of access thereto:

CL-52: Lease Lot #FT96-33 Charles K. Jacobs

Excepting land of Montreal Maine & Atlantic Railroad described in deed from Milton G. Shaw to International Railway Company dated September 8, 1888 and recorded in the Piscataquis County Registry of Deeds in Book 102, Page 258.

Excepting and reserving that certain parcel of land, and access thereto, located on the easterly side of Knights Pond, in Squaretown Township as described in a deed to David H. Lothridge and Karen G. Lothridge recorded in the Somerset County Registry of Deeds in Book 2096, Page 190.

Subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

Subject to non-exclusive access easements to camp lots of Florida Power & Light and/or Central Maine Power Company as shown on a plan entitled "Indian Pond Project Plan Detail Map, Sheets 1 – 5" prepared by Orland E. Bean, PLS, recorded in the Somerset County Registry of Deeds in Plan File 99, Pages 19 through 23, and in the Piscataquis County Registry of Deeds in Plan Cabinet M, Number 58.

Excepting and reserving the premises and easement described in deed from S.D. Warren to Central Maine Power Company dated March 2, 1994 and recorded in the Piscataquis County Registry of Deeds in Book 932, Page 41.

Subject to the access easement as set forth in an instrument to FPL Energy Maine Hydro, L.L.C. dated July 10, 2008 and recorded in the Piscataquis County Registry of Deeds in Book 1935, Page 147.

SECTION 4 A

A certain lot or parcel of land situated in Big Moose Township (T2 R6 BKP EKR), County of Piscataquis, State of Maine, more particularly bounded and described as follows:

Point of Beginning (POB):

Beginning on the easterly side of Route 6/15, at a point on the north side of a dirt road, shown as Road 1 on Exhibit A2, Section 4A attached hereto and made a part hereof and the northwest corner of the Moose Bay Development Area as shown on said Exhibit, said Zone containing 3880 acres;

Line 1:

Thence northeasterly and northerly along the westerly side of Road 1 and said Development Area to at **UTM NAD83, Zone 19N 448232.1, 5037629.8;**

Line 2:

Thence easterly along the northwesterly side of said Development Area to a point at **UTM NAD83, Zone 19N 448297.4, 5037660.1;**

Line 3:

Thence generally northeasterly along the northwesterly side of said Development Area to a point at **UTM NAD83, Zone 19N 448561.4, 5038090.0;**

Line 4:

Thence southeasterly to a point on the northwesterly side of said Development Area and northwesterly side of Moose Point Road at **UTM NAD83, Zone 19N 448691.4, 5038058.1;**

Line 5:

Thence along the northwesterly side of said Development Area and Moose Point Road to a point at **UTM NAD83, Zone 19N 448759.0, 5038366.2;**

Line 6:

Thence northerly along said Development Area to the shore of Moose Bay at **UTM NAD83, Zone 19N 448716.1, 5038428.2;**

Line 7:

Thence generally southwesterly and northeasterly along the Bay and the Outlet of Little Moose Brook to the south side of land now or formerly of OFLC, Inc., also known as OLFC, Inc. as described in the Piscataquis County Registry of Deeds in Book 1678, Page 144, intersects the shore of Moose Bay;

Line 8:

Thence westerly along the southerly boundary of land now or formerly of said OFLC, Inc. to the easterly side of Route 6/15;

Line 9:

Thence southerly along the easterly side of Route 6/15 to the northwesterly corner of Lot 10 as shown on Exhibit 72 entitled "Big Squaw Ski Area Lease Area 1" of a deed by Scott Paper Company to Skylark, Inc. as described in said Registry of Deeds in Book 395, Page 179;

Line 10:

Thence northeasterly along the northerly side line of Lots 10, 9, 8 and 7 to the northeast corner of Lot 7, all as shown on Exhibit 72 of said Book 395, Page 179;

Line 11:

Thence southerly along the easterly side line of Lots 7, 6, 5 and 4 to the southeast corner of Lot 4, all as shown on Exhibit 72 of said Book 395, Page 179;

Line 12:

Thence southwesterly along the southerly side line of Lots 4, 3, 2 and 1 to the southwest corner of Lot 1 and the easterly side line of Route 6/15, all as shown on Exhibit 72 of said Book 395, Page 179;

Line 13:

Thence southerly along the easterly sideline of Route 6/15 to a point marked by a ¾" capped iron rebar located at the northwest corner of land now or formerly of James Confalone as described in a deed recorded in said Registry of Deeds in Book 1446, Page 292;

Line 14:

Thence northeasterly along the northerly line of land now or formerly of said Confalone on a course of N 54°-02'-45" E a distance of seventy and thirteen hundredths (70.13') feet to a point marked by a ¾" capped iron rebar located on the northerly line of land now or formerly of Confalone;

Line 15:

Thence northeasterly along the northerly line of land now or formerly of said Confalone on a course of N 88°-59'-10" E a distance of forty-two and thirty-eight hundredths (42.38') feet to a point marked by a ¾" capped iron rebar located on the northerly line of land now or formerly of said Confalone;

Line 16:

Thence northeasterly along the northerly line of land now or formerly of said Confalone and across the "Old" Maine State Highway Route 15 on a course of N 32°-28'-07" E a distance of sixty-six and zero hundredths (66.00') feet to a point marked by a ¾" capped iron rebar located on the northerly line of land now or formerly of said Confalone;

Line 17:

Thence northeasterly along the northerly line of land now or formerly of said Confalone on a course of N 54°-02'-45" E a distance of one hundred ninety-two and forty-six hundredths (192.46') feet to a point marked by a ¾" capped iron rebar located on the northerly line of land now or formerly of said Confalone;

Line 18:

Thence southeasterly along the easterly line of land now or formerly of said Confalone on a course of S 54°-46'-16" E a distance of one hundred sixty-eight and sixty-two (168.62') feet to a point marked by a ¾" capped iron rebar located on the northerly line of land now or formerly of said Confalone;

Line 19:

Thence continuing generally on the same course along the easterly line of land now or formerly of said Confalone, across Moose Brook, formerly known as Squaw Brook, and along the northerly line of land now or formerly of the State of Maine as described in deed in said Registry of Deeds in Book 136, Page 481 to the easterly most corner of land now or formerly of the State of Maine;

Line 20:

Thence generally southwesterly along the southeasterly line of land now or formerly of the State of Maine to the easterly sideline of Route 6/15;

Line 21:

Thence southerly along the easterly sideline of Route 6/15 to the Point of Beginning.

Reference may be had to an unrecorded plan entitled "Standard Boundary Survey Showing Division of Land for the Maine Forest Service" dated October 28, 1998, prepared by Sackett & Brake Survey, Inc., Project No. 98371.

Excepting and reserving the land and access rights to land leased to Maine Forest Service and generally located as shown on Exhibit A2, Section 4A as CL- 32A.

Excepting any public or private rights in the discontinued portion of Highway Route 6/15.

Excepting any public or private rights to use the gravel drive as it extends northeasterly from land N/F Confalone, shown on said plan entitled "Standard Boundary Survey Showing Division of Land for the Maine Forest Service" dated October 28, 1998, prepared by Sackett & Brake Survey, Inc., Project No. 98371.

Subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

SECTION 5

A certain lot or parcel of land situated in Bowdoin College Grant West Township (T8 R10 NWP), Beaver Cove (TA2 R13 & R14 WELS), Lily Bay Township (TA R14 WELS), Spencer Bay Township (T1 R14 WELS), Frenchtown Township (TA R13 WELS), T1 R13 (also known as Smithtown) and Elliotsville Township, all in the County of Piscataquis and State of Maine, generally depicted on the maps attached hereto as Exhibit A2, Section 5, and more particularly bounded and described as follows:

Point of Beginning (POB):

Beginning at a point which is the northeast corner of Elliotsville Township, and the northwest corner of T7 R9 NWP;

Line 1:

Thence in a southerly direction along the easterly town line of Elliotsville Township and the westerly town line of T7 R9 NWP to land now or formerly of the State of Maine as described in the Piscataquis County Registry of Deeds in Book 498, Page 170;

Line 2:

Thence in a westerly direction, along the northerly line of said land of the State of Maine and the northerly line of land now or formerly of the United States of America as described in said Registry in Book 696, Page 31 and Book 678, Page 281, to the easterly boundary of land now or formerly of Roxanne Quimby as described in said Registry of Deeds in Book 1322, Page 331;

Line 3:

Thence northerly along the easterly line of land now or formerly of said Roxanne Quimby to the southeasterly corner of the Town of Greenville;

Line 4:

Thence northerly along the easterly town line of the Town of Greenville to the northwesterly corner of Bowdoin College Grant West and the northeasterly corner of the Town of Greenville and the southerly town line of the Town of Beaver Cove;

Line 5:

Thence westerly along the northerly town line of the Town of Greenville and the southerly town line of the Town of Beaver Cove a distance of 10,700 feet, more or less, to the easterly sideline of Lily Bay Road;

Line 6:

Thence generally northerly along the easterly sideline of Lily Bay Road to the southwest corner of the Beaver Cove Development Area Town Office Sub-Areas, southerly of the Beaver Cove Town Office lot, containing not less than 3 acres, approximately 500 feet southerly of the southerly side of Beaver Cove Town Office lot, and located generally as shown on attached Exhibit A2, Section 5;

Line 7:

Thence southeasterly and northerly along the said Development Area, the Beaver Cove Town Office lot and said Development Area northerly of the Beaver Cove Town Office lot, containing not less than 3 acres, to the northeast corner thereof, and continuing westerly to the easterly sideline of Lily Bay Road at a point which is approximately 500 feet northerly of the north side of the Beaver Cove Town Office lot;

Line 8:

Thence northerly along the easterly sideline of Lily Bay Road to a point on the easterly side line of the Lily Bay Road, said point being opposite the southerly corner of the Main Beaver Cove Sub-Area, containing not less than 117 acres, at **UTM NAD83, Zone 19N 457804.9, 5044100.8** and located generally as shown on Exhibit A2, Section 5;

Line 9:

Thence westerly, crossing Lily Bay Road and continuing approximately 100 feet, to the southerly corner of said Development Area ;

Line 10:

Thence northeasterly and northwesterly along the boundary of said Development Area maintaining a distance of 100 feet, more or less, from the westerly side of Lily Bay Road, to the northeasterly corner of said Development Area;

Line 11:

Thence westerly along said Development Area to land now or formerly of North Ridge Association and Beaver Cove Association as described in deeds recorded in said Registry of Deeds in Book 427, Pages 250 and 257;

Line 12:

Thence northerly, along said land of North Ridge Association and Beaver Cove Association a distance of 1600 feet, more or less, to the southerly line of land of Lily Bay State Park;

Line 13:

Thence easterly along the southerly line of land of Lily Bay State Park and continuing on that same course across Lily Bay Road to the easterly sideline of said Road;

Line 14:

Thence northeasterly along the easterly side line of Lily Bay Road, as same is being widened pursuant to Notice of Layout and Taking recorded February 2, 2009 in the said Registry of Deeds in Book 1965, Page 10, to its intersection with the northerly town line of the Town of Beaver Cove and the southerly town line of Lily Bay Township;

Line 15:

Thence northwesterly across Lily Bay Road to the easterly side of Lease Area F shown on Exhibit 106 of the Quitclaim Deed from Scott Paper Company to Skylark, Inc. recorded in the said Registry of Deeds in Book 395, Page 179, and whose general location is shown on Exhibit A2, Section 5, attached hereto;

Line 16:

Thence generally northwesterly along the easterly side of said Lease Area F and land now or formerly of the following persons, to the southeasterly corner of Lease Area E as shown on Exhibit 104 of said Deed recorded in said Book 395, Page 179, and whose general location is shown on Exhibit A2, Section 5, attached hereto:

1. Polly F. Moore Trust as recorded in Book 922, Page 35
2. Arthur L. Haskins, et al as recorded in Book 1282, Page 137
3. Charles H. Chaffee, et al as recorded in Book 393, Page 484
4. Bertrand K. Marshall, et al as recorded in Book 827, Page 96 and Book 395, Page 441
5. Ann H. McCarthy, et al as recorded in Book 1217, Page 93, and
6. Gregory A. Snowden as recorded in Book 950, Page 101;

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Line 17:

Thence generally northwesterly along the easterly side of said lease Area E and land now or formerly of the following persons, to the shore of Moosehead Lake:

1. Robert M. Marten, et al as recorded in Book 1777, Page 148
2. Carlton A. Pinney as recorded in Book 1591, Page 202, and Book 516, Page 258
3. Patricia A. Hackett Living Trust as recorded in Book 1834, Page 311
4. Dominic John Bizier, et al as recorded in Book 713, Page 134
5. Harry W. Robertson, et al as recorded in Book 1542, Page 47
6. Louise Lavigne, et al as recorded in Book 1495, Page 10
7. Dana E. Ellis as recorded in Book 1282, Page 107
8. Davis L. McFadden Living Trust as recorded in Book 1909, Page 188
9. Wallace A. Donovan, Jr. as recorded in Book 619, Page 131
10. David R. Houston, et al as recorded in Book 1363, Page 1, and
11. Polly Moore Trust as recorded in Book 922, Page 35;

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Line 18:

Thence northwesterly along the shore of Moosehead Lake to the southwesterly corner of Lease Area H shown as Exhibit 107 of said Deed recorded in said Book 395, Page 179 and whose general location is shown on Exhibit A2, Section 5, attached hereto;

Line 19:

Thence southeasterly and northeasterly around the southerly side of said Lease Area H and land now or formerly of the following persons to the shore of Moosehead Lake:

1. Carolyn A. Chick Living Trust as recorded in Book 1199, Pages 52 and 54
2. Donald Cummings, et al as recorded in Book 1312, Page 145
3. Carlton W. Crossman, et al as recorded in Book 484, Page 177, and

4. Roland T. Babbin, et al as recorded in Book 1469, Page 147;

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Line 20:

Thence generally southerly, northeasterly and southerly, following the shore of Moosehead Lake and land now or formerly of Lily Bay Island Maintenance Corp. as recorded in said Registry of Deeds in Book 695, Page 7, to the southerly town line of Lily Bay Township and the northerly town line of the Town of Beaver Cove, and land now or formerly of Investing Engineers, Inc. described in instrument recorded in Book 659, Page 205;

Line 21:

Thence southerly along the westerly line of land of said Investing Engineers, Inc. and crossing Lily Bay Road to the southerly side thereof;

Line 22:

Thence easterly and northerly along the southerly and easterly sideline of Lily Bay Road to the northerly side of South Brook Bridge at a point opposite the northerly line of Lease Area C;

Line 23:

Thence generally westerly, across Lily Bay Road, and along the northerly side of Lease Area C shown as Exhibit 103 of said Deed recorded in said Book 395, Page 179, and whose general location is shown on Exhibit A2, Section 5, attached hereto, and land now or formerly of the following persons, to the shore of Moosehead Lake:

1. Margaret C, Gray, et al as recorded in Book 402, Page 96
2. Gail Martel, et al as recorded in Book 1166, Page 89
3. Elise Roy Hobbs as recorded in Book 917, Page 335
4. David Leighton, et al as recorded in Book 401, Page 41
5. Kenneth Pouliot, et al as recorded in Book 637, Page 264
6. Harold L. Grass as recorded in Book 522, Page 241
7. Brent T. Seavey as recorded in Book 1786, Page 161
8. Clifton A. Burke, et al as recorded in Book 402. Page 91
9. Lynn M. Doane-Graves as recorded in Book 432, Page 251
10. Ruby C. Whitney as recorded in Book 1110, Page 56
11. Lynne M. Townsend, et al as recorded in Book 1162, Page 282
12. Donald E. Carter, et al as recorded in Book 738, Page 124, and
13. Darrold T. Johnston as recorded in Book 403, Page 13;

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Line 24:

Thence northerly along the shore of Moosehead Lake to the southerly end of Lease Area B, shown as Exhibit 102 of said Deed recorded in said Book 395, Page 179 and whose general location is shown on Exhibit A2, Section 5, attached hereto;

Line 25:

Thence northeasterly along the southerly sideline of Lease Area B and land now or formerly of the following persons, to the westerly side of the Lily Bay Road;

1. LMTM Family Trust as recorded in Book 1750, Page 286 & Book 1367, Page 182;
2. Howard H. Fraser, Jr. Family Trust as recorded in Book 1096, Page 152;
3. Stephen W. Cole, et al as recorded in Book 438, Page 458 & Book 917, Page 87;
4. Donald A. Shumaker, et al as recorded in Book 1273, Page 349;
5. Robert L. Knowles, et al as recorded in Book 1638, Page 253;
6. Raymond Giroux as recorded in Book 1178, Page 244;
7. Marianne B. Pratt, et al as recorded in Book 1301, Page 325;
8. John R. McLellan, et al as recorded in Book 1130, Page 242;
9. Mildred A. Dickey Living Trust as recorded in Book 1594, Page 165;
10. John W. Hamann, et al as recorded in Book 1176, Page 307;
11. Stanley E. Turski as recorded in Book 451, Page 130;
12. Althea L. Foss as recorded in Book 1509, Page 170 & Book 1613, Page 70;
13. John R. McLellan, et al as recorded in Book 1130, Page 242;
14. James Philbrick as recorded in Book 921, Page 94;
15. Glen Haggett, et al as recorded in Book 1283, Page 161 & Book 1610, Page 90;
16. Judith L. Bossie as recorded in Book 1389, Page 191 & 1478, Page 116;
17. Marion M. Laney as recorded in Book 395, Page 480;
18. Peter B. Soule, et al as recorded in Book 1057, Page 235;
19. Carroll J. Williams as recorded in Book 1707, Page 205 & Book 393, Page 455;
20. Frederick B. Sprague, Jr., et al as recorded in Book 1174, Page 318;
21. John Hinckley, et al as recorded in Book 587, Page 362 & Book 938, Page 118;
22. Craig Fuller as recorded in Book 1752, Page 83 & Book 634, Page 44, and
23. Julie Packard as recorded in Book 1752, Page 78 & Book 617, Page 83;

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Line 26:

Thence northerly along the westerly sideline of the Lily Bay Road to the northerly sideline of Lease Area B;

Line 27:

Thence westerly along the northerly side of Lease Area B to the shore of Moosehead Lake;

Line 28:

Thence generally northerly along the shore of Moosehead Lake to the thread of North Brook as identified on Exhibit A2, Section 5;

Line 29:

Thence generally easterly along the thread of North Brook to the easterly side of Lily Bay Road;

Line 30:

Thence northerly along the easterly side of Lily Bay Road to a point opposite North Shore Road;

Line 31:

Thence northwesterly across Lily Bay Road and continuing along the north side of North Shore Road to the thread of an un-named Stream, and the southeast corner of Lily Bay Development Area, Main Lily Bay Peninsula Sub-Area containing not less than 1800 acres;

Line 32:

Thence along the thread of the un-named Stream and the easterly side of said Lily Bay Development Area to a point at **UTM NAD83, Zone 19N 460077.8, 5050289.2;**

Line 33:

Thence along a line between **UTM NAD83, Zone 19N 460077.8, 5050289.2** and **UTM NAD83, Zone 19N 460990.7, 5050777.2** (the "Straight Line") to a point opposite the southwesterly end of land of Piscataquis County described in Book 757, Page 334 and Book 903, Page 264, and then running northwesterly to land of Piscataquis County and northeasterly along the southeasterly side thereof, and then northwesterly along the northeasterly side thereof to the Straight Line, and thence northeasterly along the Straight Line and said Lily Bay Development Area to a point at **UTM NAD83, Zone 19N 460990.7, 5050777.2**, all as shown on Exhibit A-2, Section 5;

Line 34:

Thence northerly along the easterly side of the said Lily Bay Development Area to a point at **UTM NAD83, Zone 19N 460996.6, 5051733.9** and the southeast corner of the Northern Portion of the Lily Bay Peninsula Sub-Area;

Line 35:

Thence northerly, northwesterly, southwesterly, southeasterly, westerly and southerly around the said Northern Portion of Lily Bay Peninsula Sub-Area and back to the Main Lily Bay Peninsula Sub-Area as shown on the attached Exhibit A2, Section 5, through the following points and approximate distances:

a distance of 1400 feet to **UTM NAD83, Zone 19N 461107.4, 5052134.4;**
thence a distance of 2300 feet to **UTM NAD83, Zone 19N 460916.8, 5052814.6;**
thence a distance of 600 feet to **UTM NAD83, Zone 19N 460809.5, 5052969.6;**
thence a distance of 900 feet to **UTM NAD83, Zone 19N 460724.4, 5053217.0;**
thence a distance of 500 feet to **UTM NAD83, Zone 19N 460616.5, 5053279.4;**
thence a distance of 1500 feet to **UTM NAD83, Zone 19N 460337.4, 5053651.5;**
thence a distance of 1800 feet to **UTM NAD83, Zone 19N 459797.4, 5053840.1;**
thence a distance of 1000 feet to **UTM NAD83, Zone 19N 459600.9, 5053594.5;**
thence a distance of 700 feet to **UTM NAD83, Zone 19N 459491.5, 5053410.1;**
thence a distance of 1500 feet to **UTM NAD83, Zone 19N 459078.7, 5053196.7;**
thence a distance of 400 feet to **UTM NAD83, Zone 19N 459034.6, 5053073.5;**
thence a distance of 900 feet to **UTM NAD83, Zone 19N 458969.0, 5052981.4;**
thence a distance of 800 feet to **UTM NAD83, Zone 19N 458989.1, 5052734.4;**

thence a distance of 1200 feet to **UTM NAD83, Zone 19N 459138.4, 5052393.9**;
 thence a distance of 800 feet to **UTM NAD83, Zone 19N 459310.6, 5052238.5**;
 thence a distance of 800 feet to **UTM NAD83, Zone 19N 459548.4, 5052175.2**;
 thence a distance of 400 feet to **UTM NAD83, Zone 19N 459700.2, 5052205.1**;
 thence a distance of 1000 feet to **UTM NAD83, Zone 19N 459568.3, 5051897.3**;
 thence a distance of 1500 feet to **UTM NAD83, Zone 19N 459135.8, 5051992.7**;
 thence a distance of 1900 feet to **UTM NAD83, Zone 19N 458551.1, 5051996.6**;
 thence a distance of 300 feet to **UTM NAD83, Zone 19N 458507.4, 5051935.1** at an un-
 named stream;
 thence along said un-named stream a distance of 700 feet to **UTM NAD83, Zone 19N**
458419.3, 5051719.7;
 thence parallel to and 350 feet from the un-named stream and an un-named pond to a point in
 said un-named stream at **UTM NAD83, Zone 19N 458437.7, 5051225.8**;
 thence parallel to and 350 feet from the un-named pond to **UTM NAD83, Zone 19N**
458286.1, 5051226.8;
 thence a distance of 1000 feet to **UTM NAD83, Zone 19N 457982.6, 5051197.9**;

Line 36:

Thence southerly along the westerly side of said Development Area to a point on the easterly side of land now or formerly of the State of Maine as described in a deed dated September 17, 1999 and recorded in said Registry of Deeds Book 1224, Page 176 and whose general location is shown on Exhibit A2, Section 5, attached hereto;

Line 37:

Thence running generally northwesterly, northerly and northeasterly along a line approximately 500 feet distant from the shore of Moosehead Lake along land of the State of Maine, to Lease Area J, and along land of the lot owners of Lease Area J, now or formerly of Roger Rice, et al., Jeffrey W. Harris, et al., Lilian Lovejoy, et al., John LaVoie, et al., Danielle M. Davis, et al., Eugene Murray, et al., Gerald Milot, et al., and Betty Williams, et al., and then along land of the State of Maine, along a line approximately 500 feet distant from the shore of Moosehead Lake, as shown on Exhibit A2 in said deed to the State of Maine, to a point located on Stevens Point, so-called, and further shown as Exhibit C attached to the aforesaid deed to the State of Maine in said Registry of Deeds in Book 1224, Page 176;

Line 38:

Thence southwesterly along said State of Maine land, a distance of approximately 500 feet, to the shore of Moosehead Lake;

Line 39:

Thence northwesterly along the shore of Moosehead Lake, a distance of 1000 feet, to the southerly line of land now or formerly of Verdell L. LaCasce, et al as described in said Registry of Deeds in Book 949, Page 53;

Line 40:

Thence northeasterly along the southerly sideline of said Verdell LaCasce to the shore of Moosehead Lake;

Line 41:

Thence southeasterly along the shore of Moosehead Lake, a distance of 1980 feet, to land of the State of Maine as described in said Registry of Deeds in Book 1224, Page 176;

Line 42:

Thence generally northeasterly, northwesterly and southwesterly along land of the said State of Maine, as described in deeds recorded in said Registry of Deeds in Book 1224, Pages 176, 188 and 196, and maintaining a distance of 500 feet from the shore of Moosehead Lake, through Lily Bay Township, Spencer Bay Township, and Days Academy Grant, crossing over the mouth of the Roach River in Spencer Bay Township, to the northerly town line of Spencer Bay Township and the southerly town line of Days Academy Grant;

Line 43:

Thence continuing along a line of the land subject to a conservation easement to the State of Maine as described in instrument recorded in Book 792, Page 273, and maintaining a distance of 500 feet from the shore of Moosehead Lake, to land now or formerly of Daniel Theriault as described in the Piscataquis County Registry of Deeds in Book 1720, Page 250 near the causeway that marks the town line of Days Academy Grant Township with Kineo Township;

Line 44:

Thence generally easterly and northerly, following the line of land of said Daniel Theriault to a point on the southerly side of land now or formerly of the State of Maine as described in a deed dated November 9, 1990 and recorded in the said Registry of Deeds in Book 792, Page 257;

Line 45:

Thence generally northeasterly, following the line of land of the State of Maine to a point on the easterly town line of Days Academy Grant and the westerly town line of East Middlesex Canal Grant;

Line 46:

Thence southerly along the easterly town line of Days Academy Grant and the westerly town line of East Middlesex Canal Grant to the northwesterly corner of Spencer Bay Township and the southwesterly corner of East Middlesex Canal Grant;

Line 47:

Thence generally easterly along the northerly town line of Spencer Bay Township and the southerly town line of East Middlesex Canal Grant to a point, said point being the northwesterly corner of land now or formerly of Northern Woodlands as described in the Piscataquis County Registry of Deeds in Book 1158, Page 15;

Line 48:

Thence southerly, along line of land of said Northern Woodlands to its southwesterly corner, a distance of approximately 4400 feet;

Line 49:

Thence easterly, along the southerly boundary of land of said Northern Woodlands to a point on the easterly town line of Spencer Bay Township, and the westerly town line of T1 R13 WELS;

Line 50:

Thence northerly along the easterly town line of Spencer Bay Township, the westerly town line of T1 R13 WELS, partly along land of said Northern Woodlands, and partly along land of the State of Maine to the northwesterly corner of T1 R13 WELS, and the southwest corner of T2 R13 WELS;

Line 51:

Thence easterly, along the northerly town line of T1 R13 WELS a distance of approximately 9900 to a point at the northwesterly corner of land now or formerly of Great Northwoods, LLC, as described in said Registry of Deeds in Book 1191, Page 326;

Line 52:

Thence southerly, along said land now or formerly of Great Northwoods, LLC a distance of approximately 11,000 feet to a point at a corner of land of said Great Northwoods, LLC;

Line 53:

Thence easterly, along said land now or formerly of Great Northwoods, LLC, a distance of approximately 5400 feet to a point at a corner thereof;

Line 54:

Thence southerly, along said land now or formerly of Great Northwoods, LLC, a distance of approximately 5300 feet to a point being the southwest corner thereof;

Line 55:

Thence easterly, along the southerly line of said land now or formerly of Great Northwoods, LLC to a point on the easterly town line of T1 R13 WELS and the southeasterly corner of land of the said Great Northwoods, LLC;

Line 56:

Thence southerly, along the easterly town line of T1 R13 WELS and Frenchtown Township to the northwesterly corner of land now or formerly of Charles Pernice described in instrument recorded in said Registry in said Registry of Deeds in Book 427, Page 122;

Line 57:

Thence westerly and southerly, along the land of said Charles Pernice, a distance of approximately 4850 feet, to the southerly town line of Frenchtown Township and the northerly town line of the Town of Beaver Cove;

Line 58:

Thence in a westerly direction along the southerly town line of Frenchtown Township and the northerly town line of the Town of Beaver Cove to the northwest corner of the Baker Mountain Tract as described in a deed in Book 1814, Page 243;

Line 59:

Thence southerly along the westerly line of the Baker Mountain Tract, so-called, to a point on the southerly town line of the Town of Beaver Cove and the northerly line of Bowdoin College Grant West;

Line 60:

Thence westerly along the southerly town line of the Town of Beaver Cove and the northerly town line of Bowdoin College Grant West to the northwesterly corner of land of the Appalachian Mountain Club described in deed recorded in the Piscataquis County Registry of Deeds in Book 1519, Page 71;

Line 61:

Thence southerly, along the westerly side line of land of the Appalachian Mountain Club to the southwest corner thereof located on the southerly town line of Bowdoin College Grant West and the northerly town line of Elliotsville Township;

Line 62:

Thence easterly along the northerly town line of Elliotsville Township and the southerly town line of Bowdoin College Grant West to the POINT OF BEGINNING.

Also conveying an easement in and to a strip of land around that portion of **Rum Pond** located in the Town of Greenville, said strip being 500 feet wide as measured from the high water mark of said Pond, the remainder of said Pond being located in Bowdoin College West above described;

Excepting herefrom the following Camp Lots on Upper Wilson Pond in Bowdoin College Grant West and as shown on attached Exhibit A2, Section 5:

- CL-41 – James L. Turner, et al as described in Book 354, Page 504;
- CL-39 - Julia Durette as described in Book 1796, Page 86;
- CL-40 - Robert B. Young, et al as described in Book 1306, Page 150;
- CL-34 - Lloyd W. Goddu, Jr., et al as described in Book 1375, Page 345;
- CL-35e - Dean Chamberlain, et al as described in Book 831, Page 114;
- CL-35d - Franklin McIver, et al as described in Book 612, Page 305;
- CL-35b - Bryan A. Lacombe as described in Book 593, Page 189;
- CL-35c - Copp Brothers Real Estate as described in Book 1628, Page 182;
- CL-35a - Erma Robinson as described in Book 450, Page 153;
- CL-55 - Greg Young, et al as described in Book 807, Page 29;
- CL-36 – Avis Lussier Trust as described in Book 1839, Page 108;
- CL-37 - Cameron Walden, et al as described in Book 1281, Page 200;
- CL-56 - Elizabeth Burroughs, et al as described in Book 1503, Page 152;
- CL-38 - David W. Hubbard, et al as described in Book 1278, Page 300;

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Also excepting herefrom the following Camp Lots on Prong Pond in Beaver Cove Township, and as shown on attached Exhibit A2, Section 5:

- CL-45** - Lease Lot FT96-06 of Harold D. Crosby, Jr.
- CL-44** - Lease Lot FT96-17 of William B. Hair
- CL-43** - Lease Lot FT96-32 of Harold F. Blanchard

Also excepting herefrom the following Camp Lot on the east shore of Mud Pond in Beaver Cove Township, and as shown on attached Exhibit A2, Section 5:

- CL-46** - Lease Lot FT-96-53 of Mark Dumont

Excepting and reserving the Upper Wilson Pond Development Area, with access rights thereto, located on the westerly side of Upper Wilson Pond in Bowdoin College Grant West and as shown on attached Exhibit A2, Section 5 and containing no less than 184 acres.

Also excepting and reserving Lily Bay Development Area, East of Lily Bay Road Sub-Area east of the Lily Bay Road, along with access rights thereto, and as shown on attached Exhibit A2, Section 5 and containing no less than 52 acres.

Also excepting the common area northwesterly of said Lease Area F as described in deed from Stephen E. Perkins and Meredith E. Perkins to Arthur L. Haskins and Angela T. Haskins dated October 12, 2000 and recorded in said Registry of Deeds in Book 1282, Page 137.

Also excepting and reserving the premises described in deed from Skylark, Inc. to S.D. Warren Company in Bowdoin College Grant West dated November 4, 1998 and recorded at Book 1164, Page 7, in particular the Hofbauer Lease Lot, **CL-42b**, on the westerly side of Horseshoe Pond and **CL-42A** deeded to Brenda and Kim Cartwright recorded in Book 1753, Page 226.

Subject to terms, conditions, rights and easements granted in the deed from ForesTree 96 Limited Partnership to the State of Maine dated September 14, 2004 and recorded in Book 1598, Page 100 for premises located in the Town of Beaver Cove.

Subject to any rights of way granted by deeds conveyed by Plum Creek Maine Timberlands, L.L.C. to the State of Maine dated September 17, 1999 and recorded in Book 1224, Page 176 and 188 and Book 1224, Page 196, as amended by Corrective Deed dated June 22, 2000 and recorded in book 1266, Page 82, which said deeds generally described as a 500 foot strip of land around Moosehead Lake in Days Academy Grant, Lily Bay Township, and Spencer Bay Township.

Subject to the terms and conditions of a Conservation Easement from S.D. Warren Company to the State of Maine regarding a strip of land 500 feet in depth from the shore of Moosehead Lake in Days Academy Grant dated November 9, 1990 and recorded in the said Registry of Deeds in Book 792, Page 273.

Also subject to rights of way to the various lots referred to above, including, but not limited to the rights and restrictions set forth in (i) deed from Scott Paper Company to Skylark, Inc. dated December 30, 1970 and recorded in said Registry of Deeds in Book 395, Page 179, and (ii) deed from Bertand J. Marshall and Catherine Marshall to Howard and Lorne Anderson, et al, dated June 23, 1992 and recorded in Book 860, Page 190.

Also subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes, including, but not limited to, those rights described in the following instruments:

- Deed from Plum Creek Maine Timberlands, LLC to Plum Creek Land Company dated March 14, 2002 and recorded in said Registry of Deeds in Book 1376, Page 51;
- Declaration of Conservation Covenants & Deed of Negative Easement dated March 12, 2002 and recorded in Book 1376, Page 74, including rights reserved for forestry management;
- Deed to Fernando and Marie Candeloro recorded in Book 1757, Page 316, shown as **CL-50**;
- Deed to James and Judith Dean recorded in Book 1412, Page 171;
- Deed to Nanook Corp. recorded in Book 1422, Page 263;
- Deed to Harold and Carol Gleason recorded in Book 1277, Page 321;
- Deed to Paul and Melanie Breton recorded in Book 1238, Page 41;
- Deed to Lucky Point Club, Inc. recorded in Book 1240, Page 15;
- Deed to Roy A. Pooler, Jr. recorded in Book 1237, Page 4;
- Subject to the easements and rights of way granted to Plum Creek Land Company by deeds recorded in said Registry in Book 1291, Page 56 (Lots 1 to 3, Third Roach Pond; Rounds Lease Lot, Third Roach Pond; Rounds Garage Lot; Stirling Lease Lot, West Branch Pond), Book 1604, Page 133 (Additional Stirling Land, West Branch Pond), Book 1516, Page 186 (Lots 1 to 3, Third Roach Pond) and Book 1766, Page 296 (Leroy-Madawisla additional land, Second Roach Pond).
- Subject to the easements and rights of way granted in Easement Deed to Plum Creek Land Company dated January 19, 2004 and recorded in said Registry in Book 1529, Page 233.
- Subject to the easements and rights of way granted to Frank L. Leroy, et ux, by deeds recorded in said Registry in Book 1496, Page 209 and Book 1766, Page 296
- Subject to the easements and rights of way granted to Plum Creek Land Company by deed dated June 23, 1999 and recorded in said Registry in Book 1205, Page 229, as corrected by instrument dated June 21, 2000 and recorded in said Registry in Book 1266, Page 71.
- Subject to the easements and rights of way granted to Plum Creek Land Company by deed dated November 4, 2000 and recorded in said Registry in Book 1291, Page 70, as same was corrected by Corrective Deed recorded in Book 1457, Page 283 and as confirmed by Deed from Skylark, Inc. to Plum Creek Land Company recorded in Book 1489, Page 57.

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Also excepting and reserving the premises described in a deed to the State of Maine Department of Inland Fisheries & Wildlife dated January 31, 1990 and recorded in said Registry in Book 757, Page 237, being a strip of land which maintains a distance of 250 feet from and parallel with the northerly and southerly sides of Roach River from the shore of Moosehead Lake to First Roach Pond and subject to the terms, conditions, rights and easements thereof.

Excepting the railroad premises, and access thereto, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119 and the Piscataquis County Registry of Deeds in Book 1438, Page 238.

Also excepting and reserving the following camp and lease lots, and subject to rights of access to same:

- Lease Lot No. 116: leased to Department of Inland Fish & Wildlife, in the northeast corner of Lily Bay Township, shown as **CL-49**;
- Lease Lot No. 1156: leased to Camp 1R13 Association, at the northwest end of Second Roach Pond in Smithtown Township, shown as **CL-51**.
- Camp Lot described in deed to Gene and Elaine Baasch, located on the north shore of First Roach Pond, described in deed recorded in said Registry of Deeds in Book 1801, Page 190, and shown as **CL-47**.

NOTE: CL-48 intentionally omitted.

Also excepting and reserving a strip of land located around First Roach Pond in Frenchtown Township, containing subdivisions, camp lots, land of the State of Maine and conservation easement land for the benefit of the State of Maine, being bounded and described as follows:

Beginning at the southwesterly corner of T1 R13 WELS, at the northwesterly corner of Frenchtown Township;

Thence easterly along the southerly town line of T1 R13 WELS to a to a point which is the northeasterly corner of Parcel 1 described in Declaration of Conservation Covenants and Deed of Negative Easements recorded in the Piscataquis County Registry of Deeds in Book 1418, Page 208;

Thence southerly to the northwesterly corner of Parcel 2 described in said Declaration;

Thence easterly along the northerly side of Parcel 2 to the North Shore Center Subdivision described in a deed to Plum Creek Land Company recorded in said Registry in said Registry of Deeds in Book 1376, Page 46, amended by Corrective Deed recorded in said Registry of Deeds in Book 1418, Page 202, and shown on Subdivision Plan recorded in Plan File N, Page 78;

Thence southeasterly along the northeasterly side of North Shore Center Subdivision to Parcel 3 described in said Declaration;

Thence southeasterly along a line maintaining a distance of 500 feet from the high water mark of First Roach Pond to Parcel 1 described in Declaration of Conservation Covenants and Deed of Negative Easements recorded in said Registry in Book 1376, Page 58;

Thence southerly around Parcel 1 described in said Book 1376, Page 58 to the easterly side of Lot 7 of the Peninsula Subdivision described in a deed to Plum Creek Land Company recorded in said Registry in Book 1376, Page 46, amended by Corrective Deed recorded in Book 1418, Page 202, and shown on Subdivision Plan recorded in Plan File N, Pages 7 & 8;

Thence southerly along the easterly side of Lot 7 to Parcel 2 described in said Book 1376, Page 58;

Thence southwesterly and northwesterly along the westerly line of Parcel 2 to land now or formerly of the State of Maine;

Thence northwesterly around the land now or formerly of the State of Maine to a point that is 500 feet southwesterly of the high water mark of First Roach Pond;

Thence northwesterly along a line maintaining a distance of 500 feet from the high water mark of First Roach Pond to Parcel 5 described in deed recorded in said Registry of Deeds in Book 1376, Page 46;

Thence northwesterly around Parcel 5 to a point that is 500 feet southwesterly of the high water mark of First Roach Pond;

Thence northwesterly along a line maintaining a distance of 500 feet from the high water mark of First Roach Pond to the westerly end of Parcel 7 described in deed recorded in said Registry of Deeds in Book 1418, Page 202 at a point on easterly side of the County Road;

Thence in a westerly direction along the easterly side of the County Road to the Greenville Road, also known as the Lily Bay Road;

Thence crossing the Greenville Road to the northwesterly side thereof;

Thence southwesterly along the Greenville Road to the southwest corner of the conservation covenant land around West Shore Back Lots subdivision, shown on Plan File N, Page 77 and described as Parcel 9 of deed recorded in said Book 1376, Page 46;

Thence northerly along the westerly boundary of the conservation covenant land to land of Terry F. Snow as described in said Registry of Deeds in Book 883, Page 188;

Thence westerly by said land now or formerly of said Snow to the westerly town line of Frenchtown Township;

Thence northerly along the westerly town line of Frenchtown Township to the Point Of Beginning.

Meaning and intending to exclude and except from the premises described above as Section 5 the shaded areas, subdivision areas and lots shown around First Roach Pond on "A Concept Plan For First Roach Pond prepared for the Plum Creek Land Company by Kent Associates dated August 2001".

Also excepting and reserving that portion of land in the southwest corner of Smithtown Township described as follows:

Beginning at a point which is the southwest corner of T1 R13 WELS, known as Smithtown Township, and the northwest corner of Frenchtown Township;

Thence northerly along the westerly line of Smithtown Township to the northeasterly line of land now or formerly of the State of Maine described in deed to the State of Maine recorded in the Piscataquis County Registry of Deeds in Book 757, Page 229;

Thence southeasterly along land now or formerly of the State of Maine aforesaid a distance of approximately 125 feet to land now or formerly of Fernando A. Candeloro, et al, described in said Registry of Deeds in Book 1757, Page 316 and shown on Plan of Land to be conveyed to Fernando A. & Marie A. Candeloro by Pickett Land Survey, Inc., dated January 31, 2006 and recorded in said Registry in Plan File 2006, Page 17;

Thence N 57°05'19" E a distance of 2963.47 feet, more or less, along land of said Candeloro to a capped iron rebar to be set;

Thence N 57°05'19"E a distance of 3146.09 feet, more or less, along land of said Candeloro to a point on the northerly side of a right of way now or formerly known as Sias Hill Road;

Thence in a general southwesterly direction along the westerly side of said Sias Hill Road to a point on the southerly town line of Smithtown and the northerly line of Frenchtown Township;

Thence westerly along the southerly town line of Smithtown to the Point of Beginning.

Subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

The parcel herein described is conveyed with any rights of way across premises described in deed recorded in said Registry of Deeds in Book 498, Page 170, but without any warranty or representation as to the title thereto.

Also subject to a right of way granted to AMC Maine Woods, Inc. by instrument dated September 18, 2009 and recorded in the Piscataquis County Registry of Deeds in Book 2012 Page 106 across the roadway commonly known as the KIW Road running across Bowdoin College Grant West as shown on Exhibit A2 Section 5 attached hereto.

Excepting and reserving the land and rights as described in a State of Maine Department of Transportation Notice of Layout and Taking for widening the Lily Bay Road dated December 12, 2008 and recorded in the said Registry of Deeds in Book 1965, Page 10.

Excepting and reserving land conveyed to Piscataquis County by virtue of Deeds from S.D. Warren Company dated December 22, 1989 and recorded in Piscataquis County Registry of Deeds in Book 757, Page 334 and dated July 20, 1993 and recorded in Book 903, Page 264, located in Lily Bay Township, and deed dated December 22, 1989 and recorded in Book 753, Page 329, located in Frenchtown Township.

PARCEL A

A certain lot or parcel of land situated in Elliotsville Township, County of Piscataquis, State of Maine and being more particularly bounded and described as follows to wit:

POINT OF BEGINNING (POB):

Beginning at a point on the north line of Lot 3, Range 2 of the Vaughn Tract in said Elliotsville, said point being one thousand (1000) feet, more or less, east of a common corner marking the northwest corner of Lot 3, Range 2 and the southwest corner of Lot 4, Range 2;

Line 1:

Thence northerly in a line parallel with the westerly line of Lot 4, Range 2 to the northerly line of Lot 4, Range 2 and a point which lies one thousand (1000) feet, more or less, easterly of the northwest corner of Lot 4, Range 2;

Line 2:

Thence easterly by and along the northerly line of Lot 4, Range 2 and the southerly line of Lot 5, Range 2, now or formerly of Gary Hawkes, Jr. and described in instrument recorded in Book 1052, Page 171, to the northeast corner of said Lot 4, Range 2, said corner also being the southeast corner of said Hawkes land;

Line 3:

Thence northerly by and along the east line of Lot 5, Range 2 to the northeast corner thereof;

Line 4:

Thence N 56°51' E a distance of one thousand and one hundred (1100) feet, more or less, to a point;

Line 5:

Thence S 53° E to the thread of Long Pond Stream to a point;

Line 6:

Thence westerly and southerly by and along the thread of Long Pond Stream to a point on said thread which lies north of the intersection of the said thread and the south line of Lot 4, Range 3;

Line 7:

Thence westerly and parallel with the south line of said Lot 4, Range 3;

Line 8:

Thence turning an interior angle of 90 degrees and proceeding southerly a distance of one hundred and fifty (150) feet, more or less, to a point on the south line of Lot 4, Range 3;

Line 9:

Thence westerly by and along the southerly line of Lot 4, Range 3 and Lot 4, Range 2 to the Point of beginning.

Any references to bearings as above described refer to the Maine State Plane Coordinate System East Zone.

The perimeter line from the southeast corner of Lot 6, Range 2 to the thread of Long Pond Stream has not been laid out on the ground. The first mentioned bound, which is one thousand (1000) feet, more or less, east and parallel with the west line of Lot 4, Range 2, has not been laid out on the ground.

The above-described premises are contained within the Vaughn Tract in said Elliotsville and more fully described and included as follows:

Range #2: Part of Lot 4.

Range #3: Part of Lot 4; part of Lot 5; part of Lot 6.

The foregoing described premises being a portion of the premises described in Book 617, Page 188. There is no deeded access included herewith.

PARCEL B

POINT OF BEGINNING (POB):

Beginning at a point which is the southwesterly corner of Lot 4, Range 2 of the Medical Tract, shown on Town Plan, Elliotsville Plantation, recorded in the Piscataquis County Registry of Deeds in File F, Page 107;

Line 1:

Thence northerly along the westerly side of Lot 4, Range 2 and Lot 5, Range 2, a distance of approximately 3960 feet to a point which is the southwesterly corner of Tract 106-1 described in deed from S.D. Warren to the United States of America ("USA Land") dated September 21, 1988 and recorded in Book 696, Page 31;

Line 2:

Thence easterly along the southerly line of said USA Land a distance of approximately 2758 feet to the southeasterly corner of said USA Land and the westerly line of a Public Lot as shown on said Plan and now or formerly owned by the State of Maine;

Line 3:

Thence southerly along the westerly line of said Public Lot to the southwesterly corner thereof and continuing on the extension of that line across the land now or formerly of the Montreal Maine & Atlantic Railroad to the southerly side of the railroad land;

Line 4:

Thence in a southeasterly direction along the southerly side of land now or formerly of the Montreal Maine & Atlantic Railroad to the intersection with the easterly sideline of Lot 9, Range 1 of the Medical Tract aforesaid;

Line 5:

Thence in a southerly direction along the easterly line of said Lot 9, Range 1, to the southeasterly corner thereof;

Line 6:

Thence westerly along the southerly line of Lot 9, Range 1 and Lot 4, Range 2 to the southwesterly corner of Lot 4, Range 2 and the POINT OF BEGINNING.

Being a portion of the premises described in deed from Atlas Plywood Corporation to Scott Paper Company dated May 6, 1958 and recorded in Book 335, Page 23.

Excepting from the above described premises:

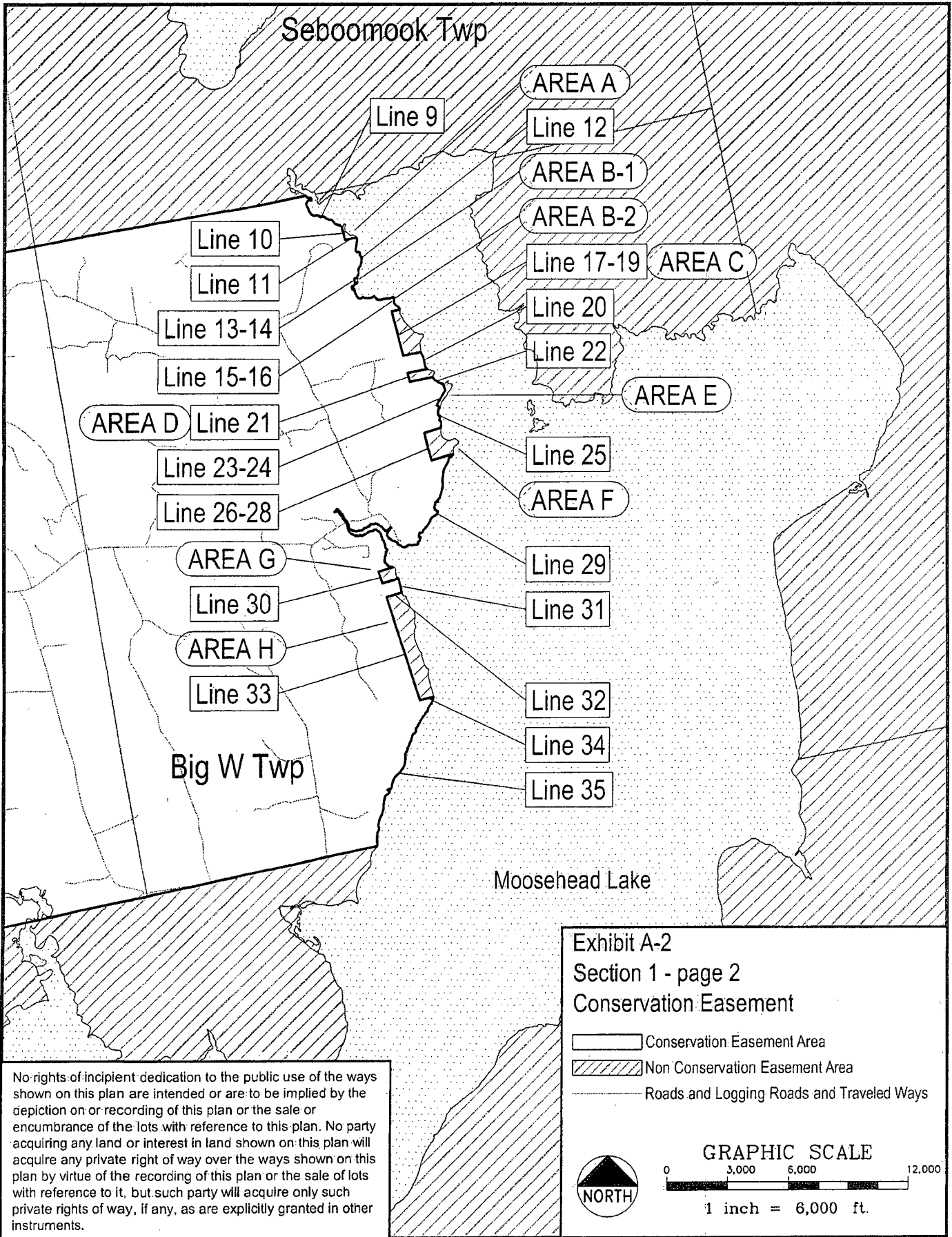
- Those premises known as Tract 106-01 and described in Book 696, Page 31;
- Lease Lot No. 1180: lease to Ricky B. Clowry, located near the southwest corner of Lot 4, Range 2 of the medical Tract, Elliotsville Plantation, Plan File F, Page 107, shown as CL-57 on Exhibit A2, Section 5B.

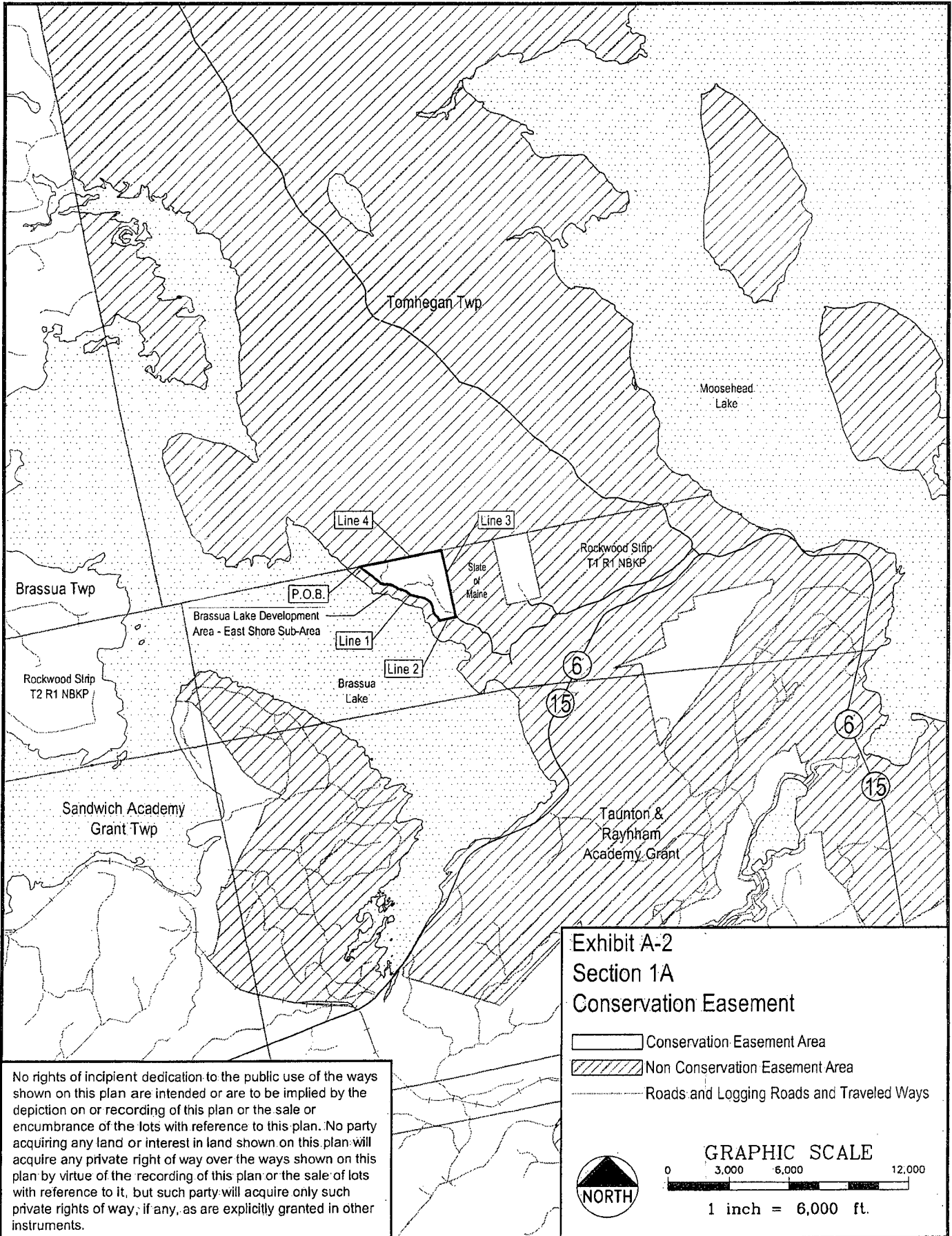
The above-described premises are subject to the rights of others to use roadways, logging roads and ways located on the premises;

Excepting the railroad premises, and access thereto, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119 and the Piscataquis County Registry of Deeds in Book 1438, Page 238.

EXHIBIT A2




Maps of the Protected Property

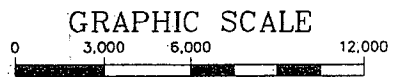




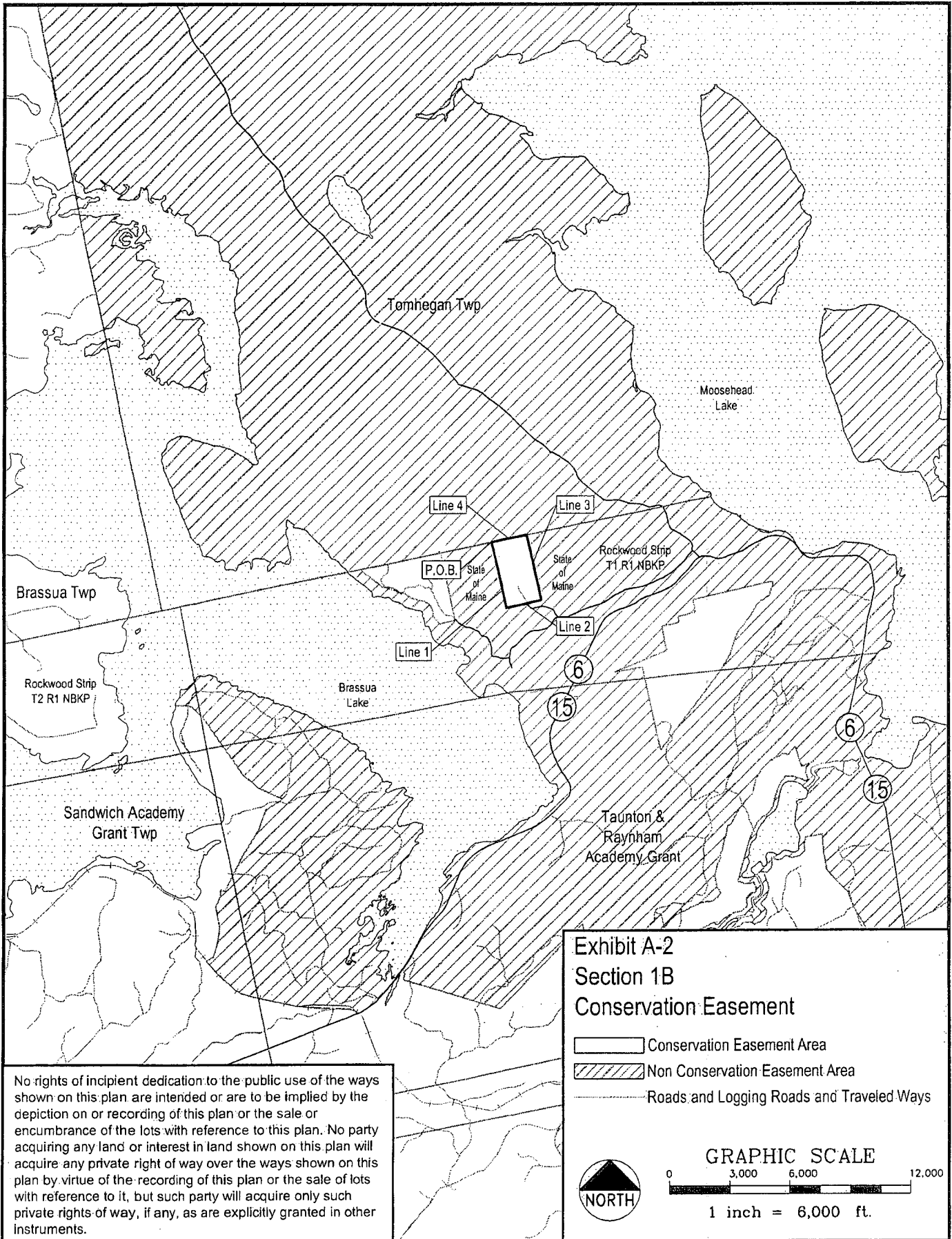
No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.

**Exhibit A-2
Section 1A
Conservation Easement**

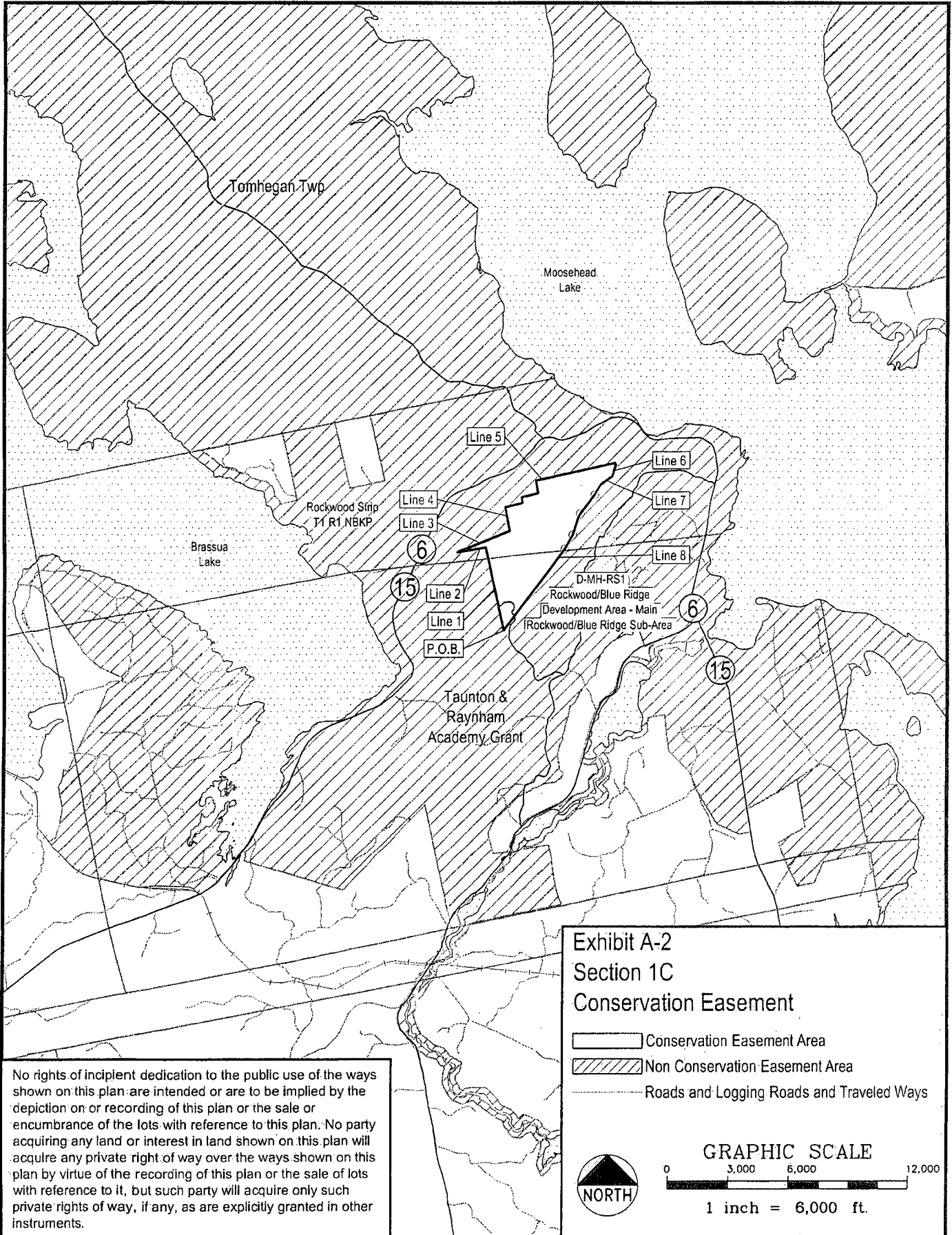
-  Conservation Easement Area
-  Non Conservation Easement Area
-  Roads and Logging Roads and Traveled Ways

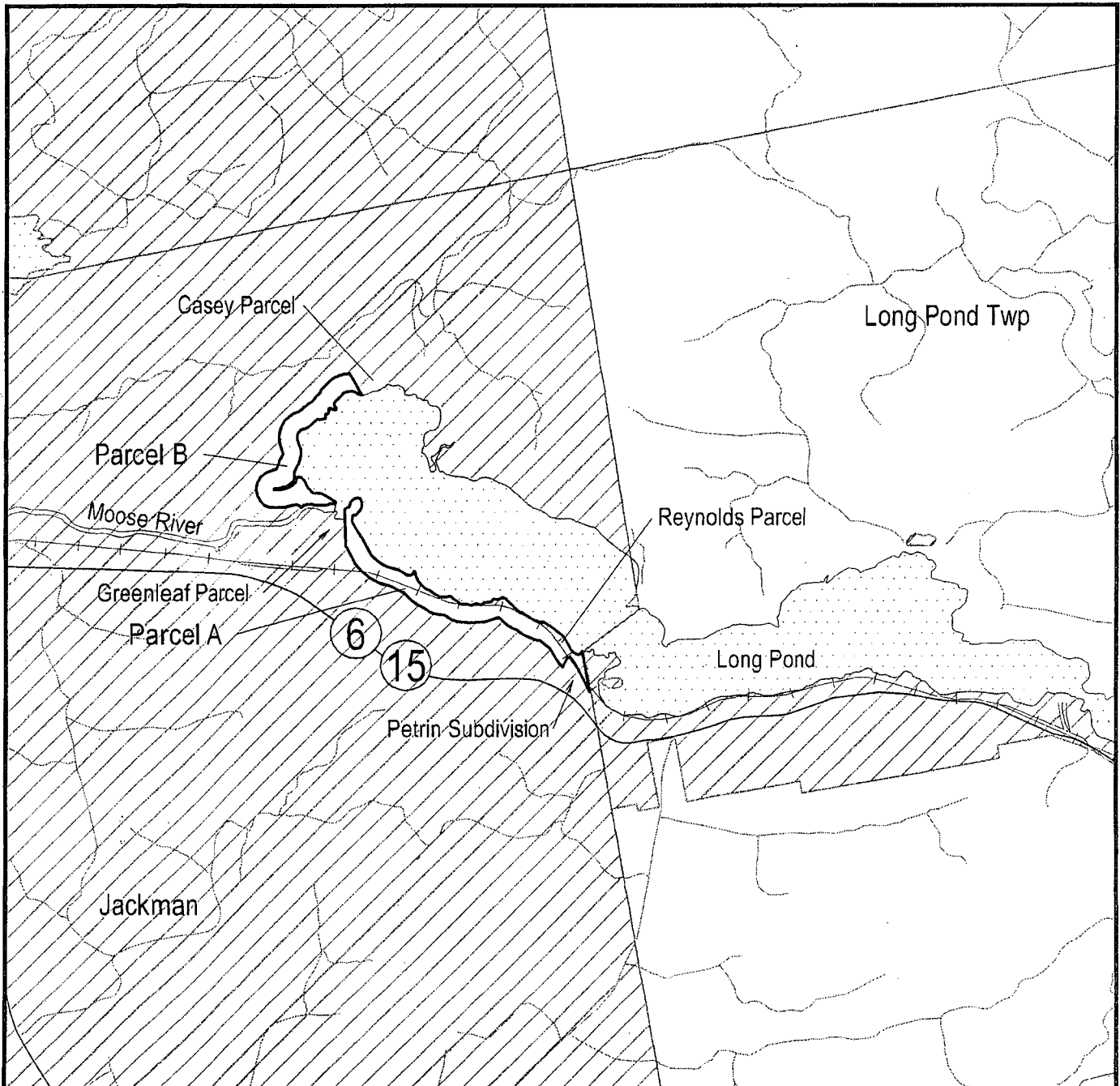


1 inch = 6,000 ft.






No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.

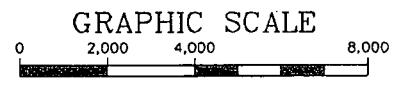




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**Exhibit A-2
Section 1D
Conservation Easement**

-  Conservation Easement Area
-  Non Conservation Easement Area
-  Roads and Logging Roads and Traveled Ways



GRAPHIC SCALE

1 inch = 4,000 ft.

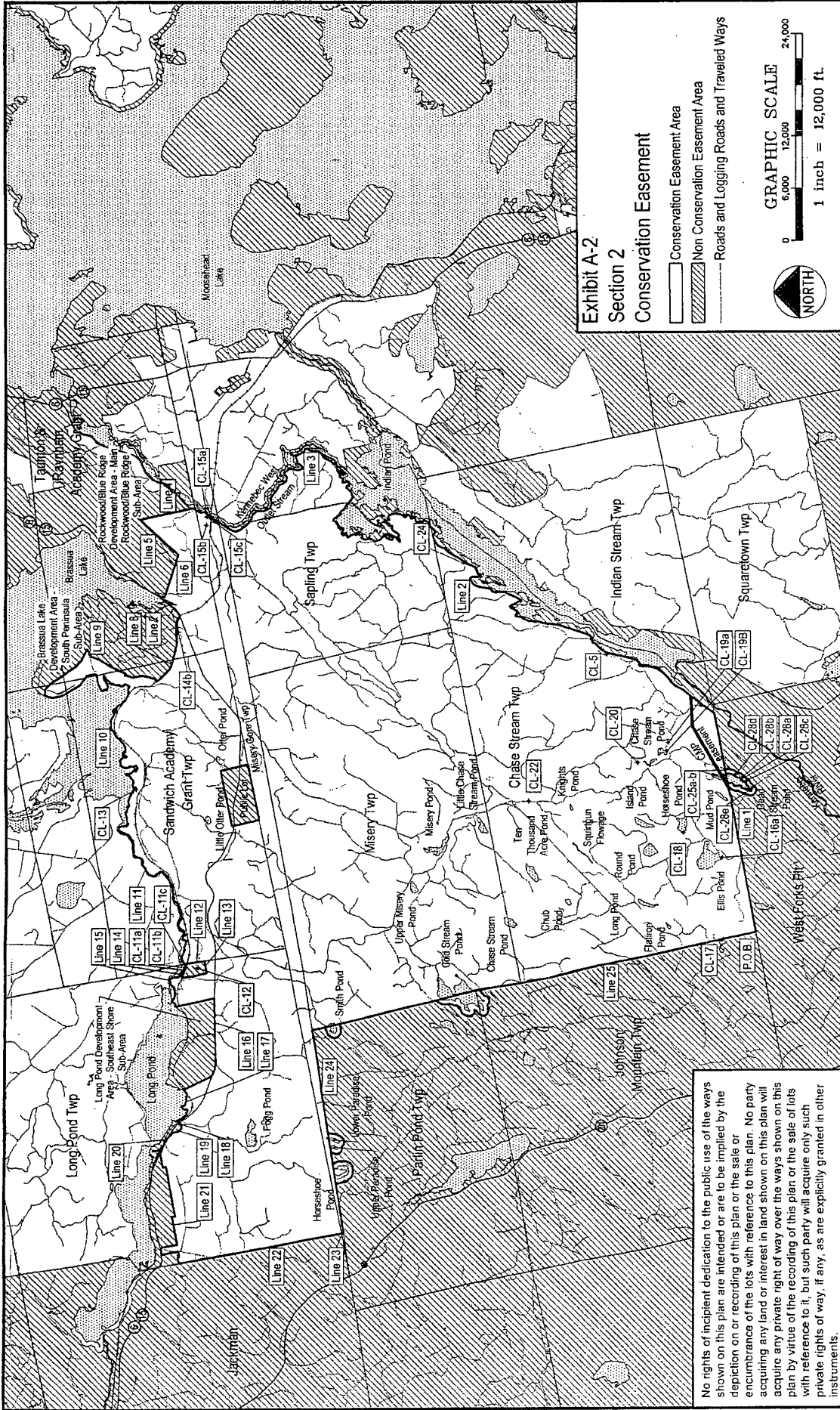



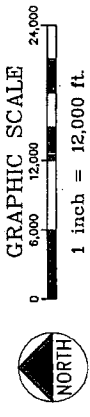


Exhibit A-2
Section 2
Conservation Easement

-  Conservation Easement Area
-  Non Conservation Easement Area
-  Roads and Logging Roads and Traveled Ways



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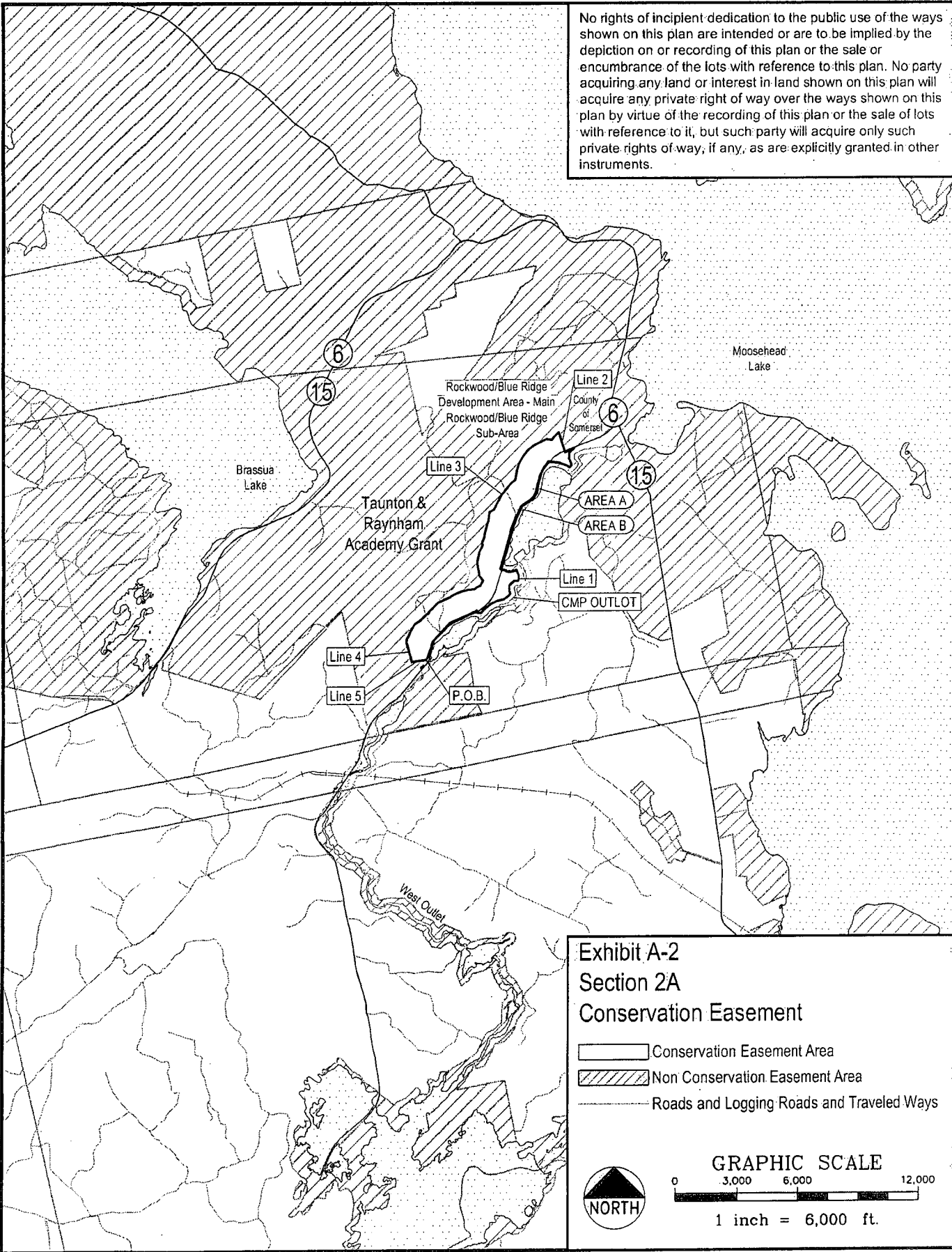
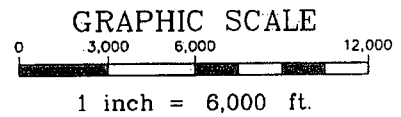


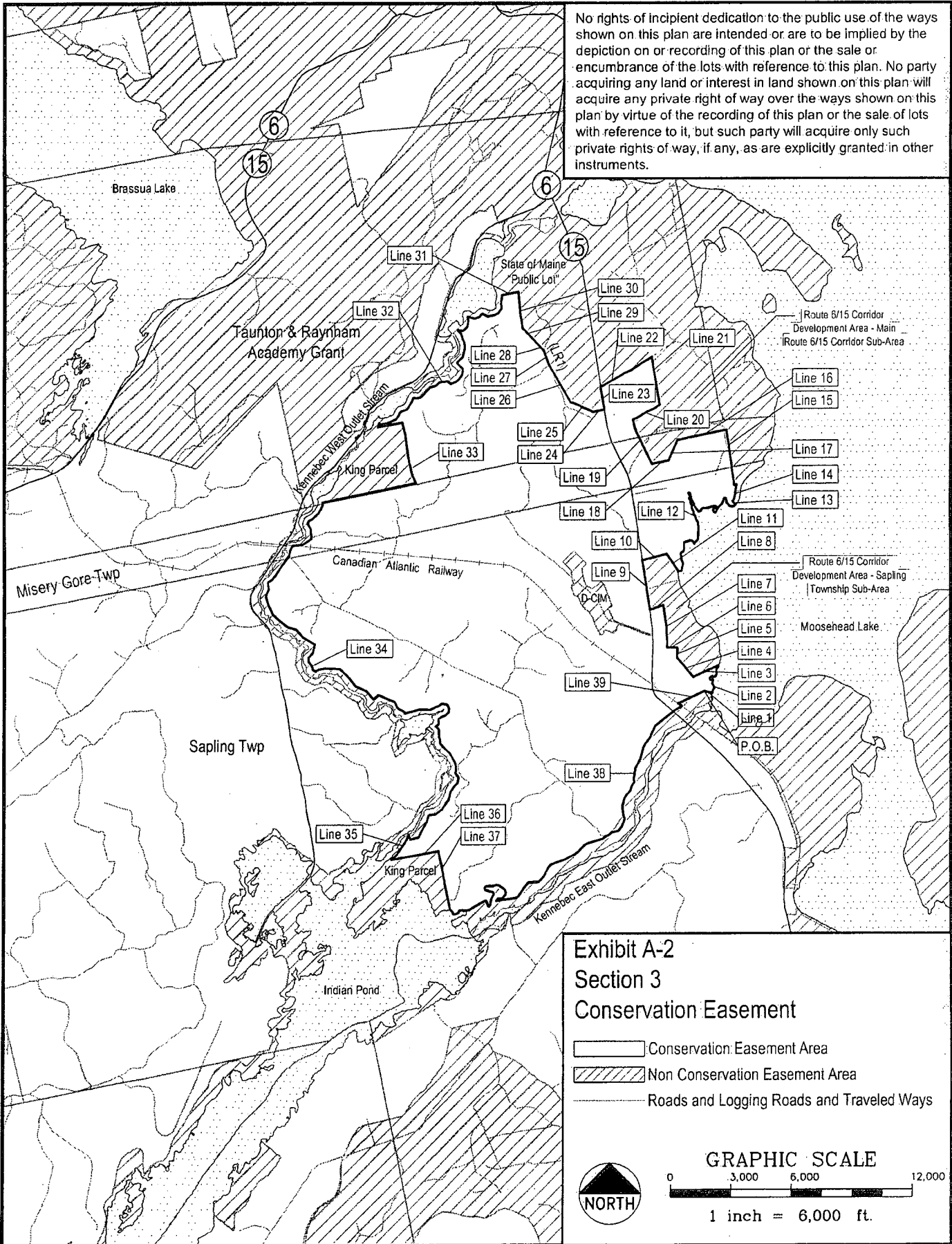
Exhibit A-2
Section 2A
Conservation Easement

- Conservation Easement Area
- Non Conservation Easement Area
- Roads and Logging Roads and Traveled Ways






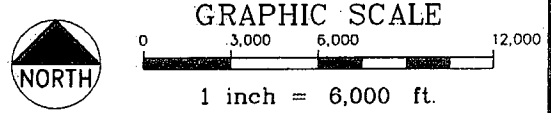
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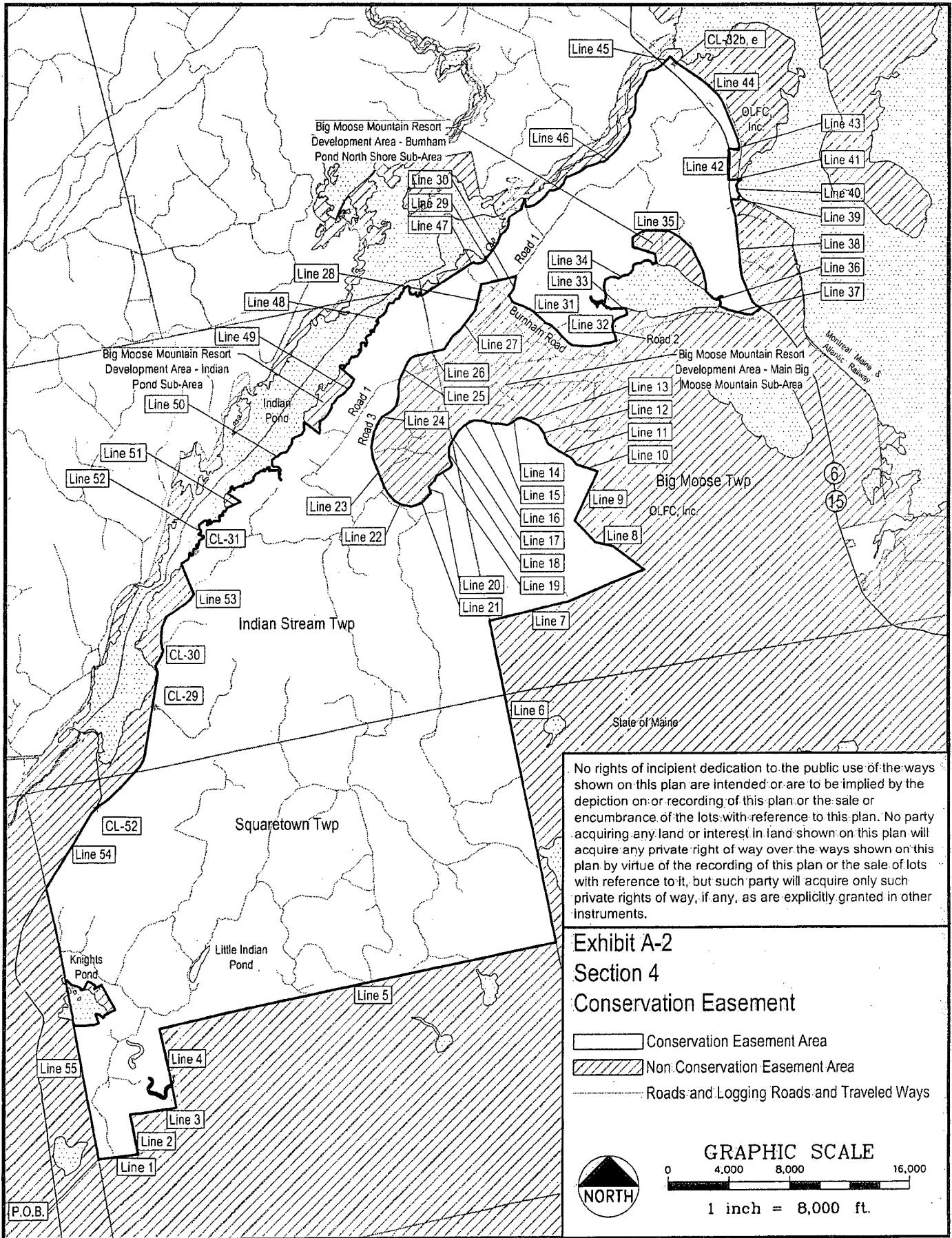
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**Exhibit A-2
Section 3
Conservation Easement**

-  Conservation Easement Area
-  Non Conservation Easement Area
-  Roads and Logging Roads and Traveled Ways

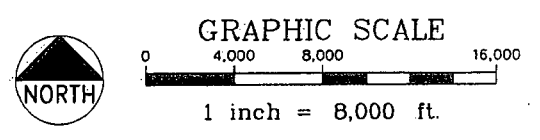




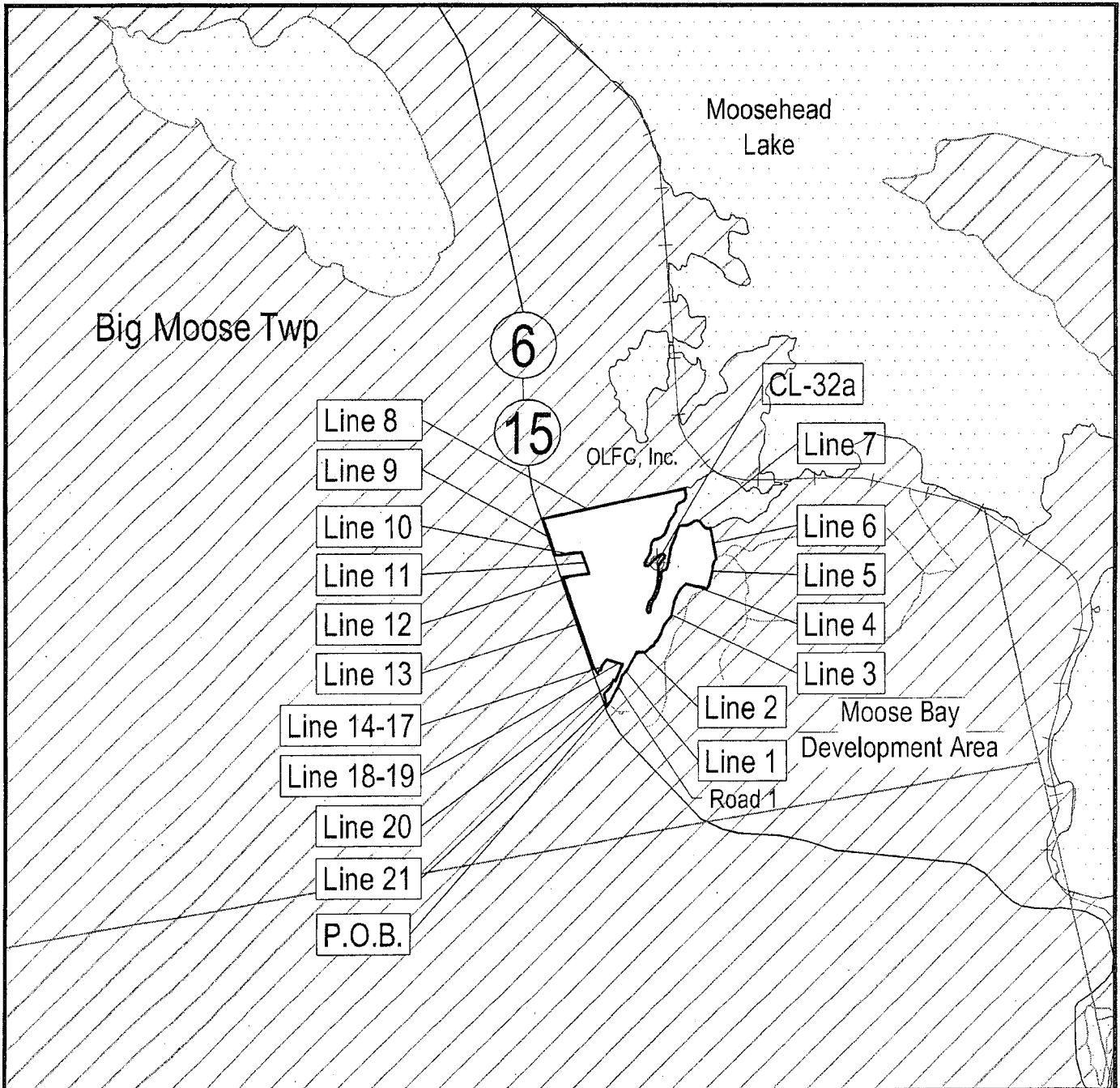
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Exhibit A-2
Section 4
Conservation Easement

- Conservation Easement Area
- Non-Conservation Easement Area
- Roads and Logging Roads and Traveled Ways

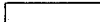




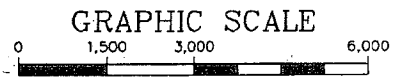
P.O.B.



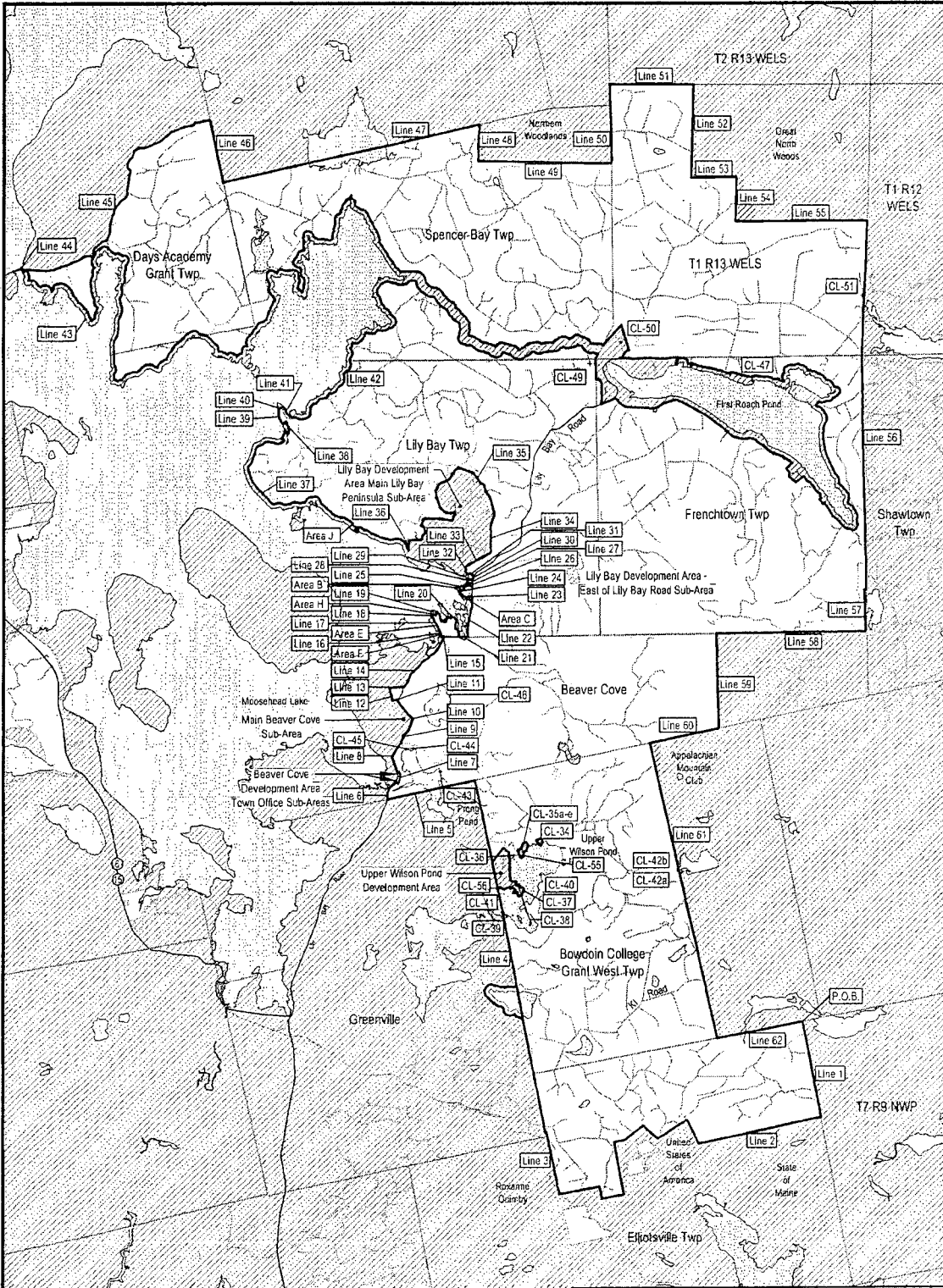
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**Exhibit A-2
Section 4A
Conservation Easement**

-  Conservation Easement Area
-  Non Conservation Easement Area
-  Roads and Logging Roads and Traveled Ways






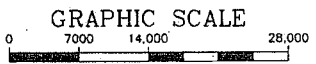
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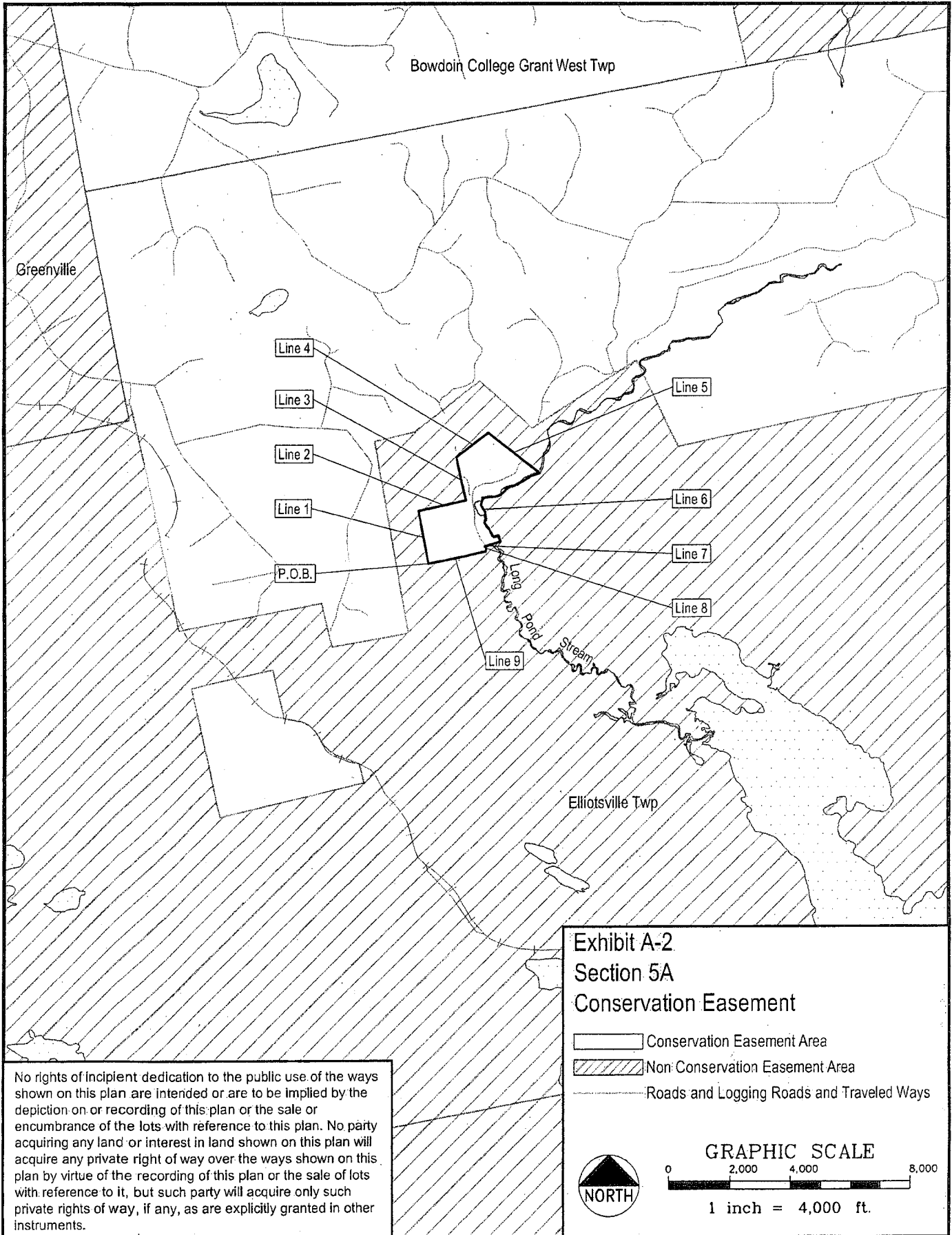
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Exhibit A-2
Section 5
Conservation Easement

-  Conservation Easement Area
-  Non Conservation Easement Area
-  Roads and Logging Roads and Traveled Ways



1 inch = 14,000 ft.



Bowdoin College Grant West Twp

Greenville

Line 4

Line 3

Line 2

Line 1

P.O.B.

Line 5

Line 6

Line 7




Line 8

Line 9

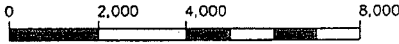
Loud Pond Stream

Elliotsville Twp

Exhibit A-2
Section 5A
Conservation Easement

-  Conservation Easement Area
-  Non-Conservation Easement Area
-  Roads and Logging Roads and Traveled Ways

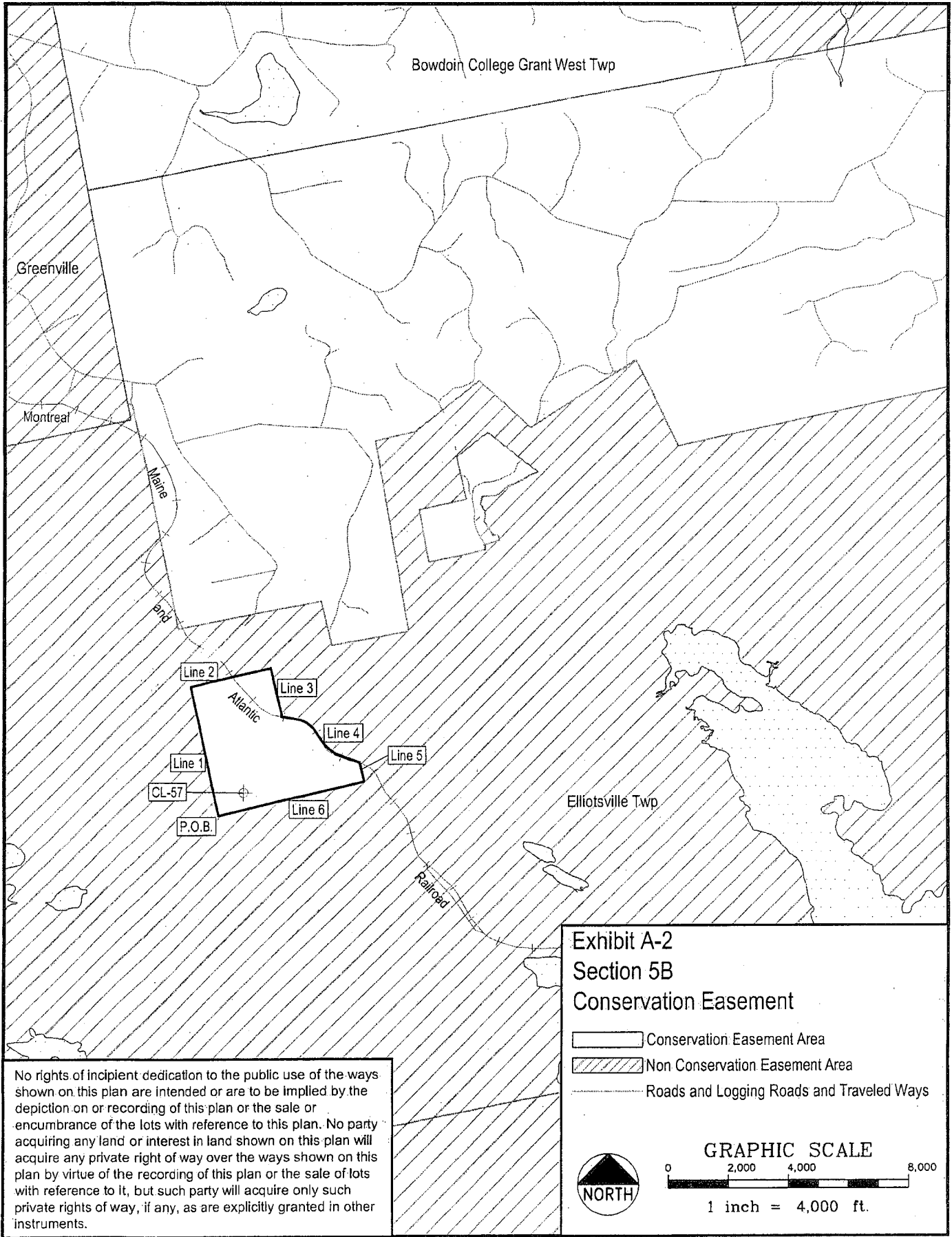
GRAPHIC SCALE



1 inch = 4,000 ft.



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Bowdoin College Grant West Twp

Greenville

Montreal

Maine Road

Line 2

Line 3

Line 4

Line 1

Line 5

CL-57




P.O.B.

Line 6

Elliottsville Twp

Railroad

**Exhibit A-2
Section 5B
Conservation Easement**

-  Conservation Easement Area
-  Non Conservation Easement Area
-  Roads and Logging Roads and Traveled Ways

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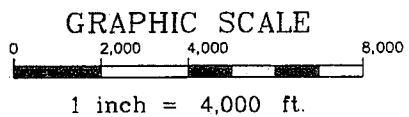


EXHIBIT B

Map of Surrounding Communities

EXHIBIT C

Map of Wind Power Facility Areas

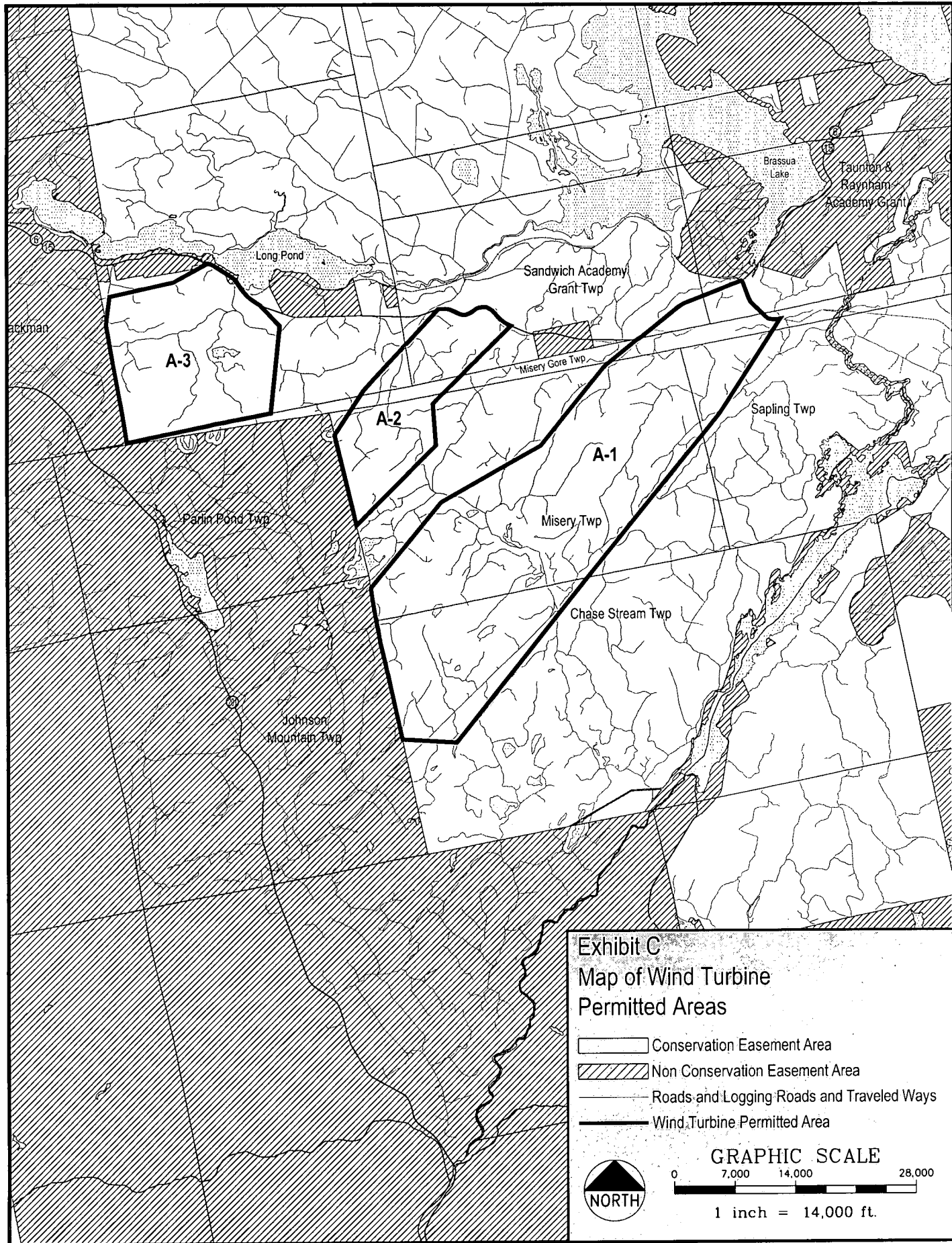
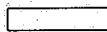
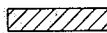




Exhibit C
Map of Wind Turbine
Permitted Areas

-  Conservation Easement Area
-  Non Conservation Easement Area
-  Roads and Logging Roads and Traveled Ways
-  Wind Turbine Permitted Area

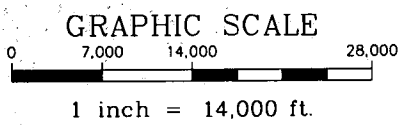


EXHIBIT D

Leased Lots Within the Concept Plan Area

EXHIBIT D**Leased Lots Within the Concept Plan Area**

	Township	County	Lessee	Description
1	Beaver Cove	Piscataquis	HAROLD CROSBY	Approximately on the north shore of Prong Pond, encompassing lessee's existing improvements (approximately 0.5 acres).
2	Beaver Cove	Piscataquis	MARK DUMONT	Approximately on the east shore of Mud Pond, encompassing lessee's existing improvements (approximately 0.5 acres).
3	Beaver Cove	Piscataquis	WILLIAM HAIR	Approximately on the north shore of Prong Pond, encompassing lessee's existing improvements (approximately 0.5 acres).
4	Beaver Cove	Piscataquis	HAROLD BLANCHARD	Approximately on a small peninsula on the east shore of Prong Pond, encompassing lessee's existing improvements (approximately 0.5 acres).
5	Big Moose	Piscataquis	WAYNE SNELL	Commercial lease encompassing all land owned by lessee east of CPRR at Moosehead Station south of the East Outlet of Moosehead Lake and north of land owned by lessees, Big Squaw Township, T2 R6 BKP EKR, Piscataquis County. Confirmed as lease #11 (approximately 3 acres).
6	Big Moose	Piscataquis	MAINE FOREST SERVICE	Lease site located in Big Moose Township, T2 R6 BKP EKR, described as the Squaw Brook campground site. Confirmed as lease #1145, description is correct (approximately 2.5 acres).
7	Bowdoin College West	Piscataquis	JACK HOFBAUER	Commercial lease; a campground site for sporting camp in Bowdoin College Grant, Piscataquis County, Maine (approximately 0.5 acres).
8	Chase Stream	Somerset	KENNETH & PATRICIA CHUBBUCK	Camp on southerly shore of Ellis Pond, Chase Stream township, T1 R6 BKP WKR, Somerset County, Maine (approximately 0.7 acres).
9	Chase Stream	Somerset	J ALFRED LETOURNEAU	Lease lot situated in Chase Stream Township, T1 R6, BKP WKR, its 10,000 acre tract, and lying 200 feet +/- easterly of Tobey Pond (approximately 0.25 acres).
10	Chase Stream	Somerset	RICHARD W FITZHERBERT	Chase Stream Township. Camp on east shore of Chase Stream flowage, so-called (acreage unspecified).
11	Chase Stream	Somerset	ALAN GOVE	Camp on east side of Chase Stream, Indian Pond area, Somerset County, T1 R6, WKR (acreage unspecified).
12	Chase Stream	Somerset	JON C HANSEN	Camp located in Somerset County, T1 R6 WKR, Chase Stream, Indian Pond area; north side of road near intersection of road to sluice (acreage unspecified).
13	Chase Stream	Somerset	RAYMOND RUSSENBERGER & KARL	Chase Stream Township, being the Twin Camp, so-called (acreage unspecified).
14	Chase Stream	Somerset	CARROLL CUTTING ET AL	Former public lot in Chase Stream Township; Lot 1, Range 2, T1 R6; otherwise known as Chase Stream Track (acreage unspecified).
15	Chase Stream	Somerset	EDWIN REED	Campsite on westerly shore of Horseshoe Pond, Ten Thousand acre tract, Somerset County, T1 R6 BKP WKR, State of Maine. Outlined in red on the attached plan. LEASE # 376 (approximately 0.5 acres).

¹ The acreages of the leased lots stated herein are approximate and based on information contained in each current lease, as of September 2009. Notwithstanding the approximate acreages listed herein, no leased lot may exceed 40,000 square feet in size, except for leased lots #5, #6, #27 and #31 for which the acreages shall be no greater than: (i) 3 acres for leased lot #5, (ii) 2.5 acres for leased lot #6, (iii) 125 acres for leased lot #27, and (iv) 1.2 acres for leased lot #31.

16	Chase Stream	Somerset	W. PHILBRICK & W. GATES	T1R6 WKR, Chase Stream, Indian Pond Area, log cabin located on east shore. TERM: Lessee shall have the right to use said premises for a term of 99 years beginning with the first day of August 1966, to the last day of August 2065, at which time the lease shall terminate without notice to the Lessee. The Lessor shall have no obligation, either express or implied, to renew this lease agreement. Lease # 1116 (acreage unspecified).
17	Elliottsville	Piscataquis	RICKY B. CLOWRY	Lease lot on Big Wilson Stream, near mouth of Thompson Brook in Elliottsville, Piscataquis County, Maine (approximately 0.5 acres).
18	Indian Stream	Somerset	MELISSA SANFORD	Approximately near Moore's Siding on the old railroad track acres of land, encompassing lessee's existing improvements (approximately 0.5 acres).
19	Indian Stream	Somerset	RICHARD & ROLAND LEGENDRE	Approximately near Moore's Siding on the old railroad track, encompassing lessee's existing improvements located near Melissa Dumont (approximately 0.5 acres).
20	Lily Bay	Piscataquis	INLAND FISH & WILDLIFE	Lease site for camp and site for use as a warden's camp in TA R14 WELS, Piscataquis County, Lily Bay, just south of Frenchtown line on the northwest side of Ripogenus Road near the old gravel pit. Lease # 116 (acreage unspecified).
21	Rockwood Strip	Somerset	MICHAEL LEIGHTON et al	Camp in T2 R1 NBKP, Somerset County, commonly called Rockwood Strip, on westerly shore of Demo Pond (acreage unspecified).
22	Sandwich	Somerset	WALTER MORIN	Lease lot situated in Sandwich Township, T2 R1 NBKP, between the Canadian Pacific RR tracks and Brassua Flowage, more particularly being a lot surrounding the camp dwelling and abutting a woods road on its southwesterly boundary (approximately 0.5 acres).
23	Smithtown (T1 R13 WELS)	Piscataquis	CAMP 1R13 ASSOCIATION	Lease lot encompassing all of that land lying within 50 feet of a camp now located on westerly side of Farrar Mountain Road near Hinckley Cove, Second Roach Pond, T1 R13 WELS, Piscataquis County (approximately 0.25 acres).
24	Soldiertown	Somerset	LARRY SIMPSON	Camp northeasterly of Pittston, Rockwood Road, Soldiertown, T2 R3 NBKP, Somerset County (approximately 0.5 acres).
25	Soldiertown	Somerset	VIRGINIA RICHARDS	Camp in Soldiertown, T2 R3 NBKP, Somerset County, along Center Pond Road in Soldiertown (approximately 0.5 acres).
26	Squaretown	Somerset	CHARLES JACOBS	Approximately on the east side of old MCR ROW, 5 chains south of Little Indian Pond, encompassing lessee's existing improvements (approximately 0.5 acres).
27	T1R6 (Indian Stream)	Somerset	OUTDOOR ADVENTURE RESORTS LLC	Approximately on the east shore of Indian Pond, encompassing lessee's existing improvements (approximately 125 acres).
28	Taunton & Raynham	Somerset	ROBERT GENEST	Lot 3 in Tarratine Lease Area south of CPRR, Taunton & Raynham, T1 R1 NBKP, Somerset County (approximately 0.1 acres).
29	Taunton & Raynham	Somerset	STEVE SHAW	Lot 5 in Tarratine Lease Area, south of CPRR in Taunton & Raynham. T1 R1 NBKP, Somerset County (approximately 0.04 acres).
30	Thorndike	Somerset	JOHN BROCHU	Camp on southerly shore of Fish Pond, approximately 2,000 feet northeasterly along shore from Outlet Stream, Thorndike, T3 R2 NBKP, Somerset County. Confirmed as lease # 72 (approximately 0.4 acres).
31	Thorndike	Somerset	WILLIAM E SHELLEY	Camp on westerly shore of Luther Pond, approximately one quarter mile south of the inlet; Thorndike, T3 R2 NBKP, Somerset County, Maine. Confirmed as lease # 73 (approximately 1.2 acres).
32	West Forks	Somerset	NANCY STANLEY	Southeast shore of Dead Stream Pond (approximately 0.5 acres).
33	West Forks	Somerset	NEIL CHUBBUCK	Southeast shore of Dead Stream Pond (approximately 0.5 acres).

Piscataquis County
Recorded
May 14, 2012 11:23:03A
Linda M. Smith