

M E M O R A N D U M

TO: Maine DEP
FROM: Judith Woodbury
CC: Gerry Mirabile, Ken Freye, Matt Manahan, Lisa Gilbreath
RE: Access for Compensation Lands
DATE: October 15, 2018

There is legal access to the three proposed compensation parcels that would allow the State of Maine Department of Environmental Protection (MDEP) staff access to determine whether any activity on the parcel is in compliance with the terms and conditions of any proposed easement or declaration of restrictions in accordance with the Wetlands and Waterbodies Protection Rules. The access for each site varies in accordance with the time of acquisition and sources of title to the land. Additionally, there are subsequent agreements, conveyances, and historic public use that enhance the ability to monitor each property. Copies of documents describing the access rights are attached in Exhibit A.

Lower Enchanted Tract, Lower Enchanted Township T2 R5 BKP WKR

The Lower Enchanted Tract was acquired by Central Maine Power Company (CMP) in 1923, along with a 50% interest in the East half of Lower Enchanted Township, excluding the Lower Enchanted Tract itself. Oxford Paper Company had acquired the remaining 50% interest in the same property in 1984. In 1995 CMP and Oxford executed an indenture in which CMP retained the Lower Enchanted Tract and conveyed its half interest in the remaining portion of the Township to Oxford. Oxford released any interest it may have had in the Lower Enchanted Tract.

In 1995 CMP and Oxford also executed Right-of-Way Easement Deeds in which each party granted to the other rights of ingress, egress, and regress on foot and in vehicles over its land. The rights were for the purposes of administration, forest operations, and forestland management activities. As defined in the Right-of-Way Easement Deed from Oxford to CMP, those activities included "activities necessary to conduct, direct and manage business, including, but not limited to, the emergency safety access of the shores of the Enchanted Stream, the Dead River, the Kennebec River and other water bodies," and "property maintenance, forest management (both extensive and intensive), forestland resource protection, research activities, and other activities normally associated with traditional forestland management functions." The access is to and from Route 201 over the Lower Enchanted Road to two or more locations on the Lower Enchanted Tract.

Maine Huts and Trails (MHT) owns or leases land and easements forming a continuous corridor on which it operates trails extending from Route 201 in West Forks to Long Falls Dam Road on the State of Maine public lot in Spring Lake Township. MHT trails intersect and cross both the Lower Enchanted Tract and the Grand Falls Dam Tract.

Basin Tract, Pierce Pond Township T2 R4 BKP WKR

The Basin Tract was acquired by CMP in 1931. In 1988 SD Warren Company and CMP exchanged Assignments of Rights of Way for forest operations and land management. CMP acquired rights of way from Long Falls Dam Road through Pierce Pond Township to and around the Basin Tract, providing access at both the east and the west portions of the Basin Tract. Although these documents are unrecorded, CMP continued to use the rights of way as the land was conveyed to other owners, including the current owner, Weyerhaeuser Company.

Grand Falls Dam Tract, Spring Lake Township T3 R4 BKP WKR

The Grand Falls Dam Tract was acquired in a series of 12 deeds during 1926 through 1928. As described in connection with the Basin Tract, in 1988 SD Warren Company granted rights for forest operations and land management to CMP from Long Falls Dam Road to both the east and the west portions of the Basin Tract. The rights of way granted in the Assignment of Rights of Way from SD Warren also extend from the west line of the Basin Tract to the Grand Falls Dam Tract, thus providing access.

As described above, MHT trails intersect and cross both the Lower Enchanted Tract and the Grand Falls Dam Tract, providing access to and from Route 201 in West Forks and Long Falls Dam Road on the State of Maine public lot in Spring Lake Township.

In addition, the Grand Falls Dam Tract is readily accessible on the Dead River by canoe, kayak or small powerboat.

Exhibit A

Memorandum Regarding Access for Compensation Lands

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Date	Grantor	Grantee	Comments
03.25.1988	S.D. Warren Company	CMP	<p>Basin Tract Access Grand Falls Dam Tract Access Assignment of Right of Way Rights of Way from Long Falls Dam Road through Pierce Pond Township to and around the Basin Tract Rights of Way from the Basin Tract to the Grand Falls Dam Tract</p>
12.22.1995	Oxford Paper	CMP	<p>Lower Enchanted Tract Access Perpetual easements over Lower Enchanted Road and other roads appurtenant to designated properties of CMP for the purposes of Grantee's administration, forest operations and forestland management activities. Rights on Oxford's lands in West Forks Plt and Lower Enchanted are expressly appurtenant to CMP's land in Lower Enchanted only. "Said Rights may be assigned only in connection with the sale or transfer of all or any substantial part of such lands."</p>
08.25.2006	Bayroot	WMCF MHT	<p>Lower Enchanted Tract Access Conveys land in Lower Enchanted Twp and West Forks Plt. Also grants permanent easements in roads on adjacent Bayroot land. The easement rights are expressly subject to provide pedestrian and vehicular access to the property conveyed in that deed "for Grantee's management and monitoring of the Benefited Lands only." The Benefited Lands are only those conveyed in this deed.</p>
09.28.2007	Bunting Family V Forestry LLC	WMCF MHT	<p>Grand Falls Dam Tract Access Trail Corridor Lease over land in T3 R4 (Spring Lake), subject to limitations. A 200 foot wide strip on the east side of the Dead River, bounded by the high water mark. No rights to bed of river. Affects: Tax Lot 12, now Bunting</p>

10.02.2018

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Date	Grantor	Grantee	Comments
12.27.2007	Plum Creek Maine Timberlands	WMF (sic) MHT	<p>Grand Falls Dam Tract Access Basin Tract Access</p> <p>A. Dead River Parcel 22.8 acre easement parcel in T3 R4 (Spring Lake) Affects: Tax Lot 6, now Wey Co</p> <p>B. Trail Easement in T3 R4 over Tax Lot 6 from Dillon land to CMP's Grand Falls Dam Lot. Trail Easement over land in T2 R4 Pierce Pond to CMP's Basin Tract that parallels the easement over the Bunting land. Affects Tax Lot 2, now Wey Co</p>

ASSIGNMENT OF RIGHT OF WAY

For ten dollars and other good and valuable consideration, the receipt of which is acknowledged, S. D. WARREN COMPANY ("ASSIGNOR"), a Pennsylvania corporation with offices at Fairfield, County of Somerset, State of Maine 04937, hereby assigns to CENTRAL MAINE POWER COMPANY ("ASSIGNEE"), a Maine corporation with offices at Edison Drive, Augusta, County of Kennebec, State of Maine 04336, a non-exclusive right to "utilize," as hereinafter described, in common with ASSIGNOR, its successors and assigns and others, certain rights of way across ASSIGNOR'S lands, more particularly described in Exhibit A hereto attached, said rights of way being limited to sixty feet (60') in width. Said rights of way shall be collectively referred to herein as "Rights of Way." ASSIGNOR makes no warranty of title with respect to such Rights of Way and assigns to ASSIGNEE only such rights as ASSIGNOR has therein, subject to the other limitations provided in this Assignment.

This assignment shall be subject to the following terms and conditions:

1. ASSIGNOR hereby assigns to ASSIGNEE the non-exclusive Rights of Way for the purpose of access to (a) ASSIGNEE'S currently owned and subsequently acquired property for forest operations, land management, and other lawful purposes exclusive of recreational or residential purposes and (b) property on which ASSIGNEE has stumpage rights solely for the purpose of cutting and removing the stumpage from such property. The aforementioned non-exclusive right to utilize shall include the right to pass over with men and equipment and to use, improve and maintain roads, bridges, culverts, ditches, and other facilities for the aforementioned purposes. ASSIGNEE shall provide ASSIGNOR with reasonable, advance notice of ASSIGNEE'S commencement and suspension of the regular use of any Right of Way. Such right to utilize shall be exercised by ASSIGNEE in a way which does not unreasonably interfere with ASSIGNOR'S or any other person's lawful use of said Right of Way. ASSIGNEE agrees that the exercise of such right shall be subject to ASSIGNOR'S then prevailing road usage conditions, including, but not limited to, speed limits, weight limits, fire protection, road conditions, safety, and public access limits. It is further understood and agreed that this Assignment by ASSIGNOR to ASSIGNEE shall not restrict ASSIGNOR'S right, at ASSIGNOR'S expense, to relocate the Rights of Way or portions thereof, to improve the roads therein, or lawfully to abandon or to discontinue maintenance of the Rights of Way or portions thereof.
2. When the Rights of Way or portions thereof are being used by ASSIGNEE, ASSIGNEE shall maintain (as defined in Section 5 herein) the same, other than those being used contemporaneously with ASSIGNOR and, reasonably contemporaneously with the suspension of ASSIGNEE'S use, shall take such steps as are reasonably required to prevent sedimentation of water courses and soil erosion with respect to any Right of Way or portion thereof after such a suspension, but in no event shall ASSIGNEE be responsible for sedimentation of water courses and soil erosion occurring more than twenty-four (24) months following its notification to ASSIGNOR of ASSIGNEE'S suspension of

use. Further, the use by ASSIGNOR of a Right of Way of which ASSIGNEE has notified ASSIGNOR of its suspension of use shall immediately terminate all obligations of ASSIGNEE with respect to sedimentation of water courses and soil erosion in connection therewith. ASSIGNEE shall keep the Rights of Way free and clear of litter and refuse and shall not obstruct or chain off the Rights of Way without ASSIGNOR'S prior written consent.

3. On an annual basis, ASSIGNOR and ASSIGNEE should agree on which party will be responsible for maintenance of Rights of Way being used contemporaneously. ASSIGNOR may retain maintenance responsibilities at its election. Both parties shall agree to a project maintenance budget with the pro rata share of maintenance costs based on volumes of products and distances hauled on said Rights of Way or portions thereof. Also, both parties shall agree upon a schedule for the party maintaining the Right of Way to be reimbursed. Any adjustment arising from variations in the actual maintenance costs and actual use of the Rights of Way from the projected budget and reimbursement schedule shall be paid within ninety (90) days of the close of the calendar year in which the adjustment occurred.

If the ASSIGNEE'S use of the Rights of Way or portions thereof result in damages thereto (except for normal wear and tear) arising from accidents, negligence or use in a manner not consistent with use by a reasonably prudent long-term operator, regardless of whether ASSIGNEE is using the same singularly or contemporaneously with ASSIGNOR, ASSIGNEE shall be solely responsible for repairing such damage promptly thereafter at its expense.

4. With respect to the rights assigned herein, ASSIGNEE agrees to use existing roads within the Rights of Way where practicable. If not practicable and if relocation of the Rights of Way or portions thereof or the improvements of existing roads is deemed necessary by ASSIGNEE, ASSIGNEE shall seek the prior written approval of ASSIGNOR, which approval shall not be unreasonably withheld; if approved by ASSIGNOR, such Rights of Way, portions thereof, or improvements may be constructed by ASSIGNEE at its sole expense, but subject to all applicable laws, ordinances and regulations and to any reasonable restrictions, construction techniques and construction materials. Such relocated Rights of Way, portions thereof, or improvements shall then be deemed to be "Rights of Way" and governed by this Assignment.
5. "Maintenance" or "maintain" when referring herein to an obligation of ASSIGNEE or ASSIGNOR shall mean undertaking the work necessary to preserve and keep a Right of Way, road, bridge, culvert, ditch or other appurtenant facility in, as nearly as possible, its condition as at the commencement of this Assignment or as subsequently improved to provide satisfactory and safe road service in compliance with all applicable laws and regulations. Such terms shall further mean and include dust control, the plowing of snow from, and the sanding of the roads within the Rights of Way. "Improvements" or "improve" when referring herein to an obligation of ASSIGNEE or ASSIGNOR shall mean the reconditioning or replacing of a Right of Way, road, bridge, culvert, ditch or other appurtenant facility to a standard higher or greater than that prevailing at the commencement of this Agreement.

6. Timber harvested during the course of any relocation of a Right of Way or portion thereof and during any maintenance or improvement hereunder shall be ASSIGNOR'S property.
7. ASSIGNEE agrees to indemnify and hold ASSIGNOR harmless for any and all claims, demands, expenses, judgments and awards asserted against, incurred by or imposed upon ASSIGNOR arising in any manner in connection with ASSIGNEE'S exercise or non-exercise of its right under this Agreement, unless the foregoing arise solely from the improper acts or negligence of ASSIGNOR or arise from occurrences beyond the reasonable control of ASSIGNEE. ASSIGNOR agrees to indemnify and hold ASSIGNEE harmless for any and all claims, demands, expenses, judgments and awards asserted against, incurred by or imposed upon ASSIGNEE arising in any manner in connection with ASSIGNOR'S exercise or failure to satisfy its obligation in and to the Rights of Way, unless the foregoing arise solely from the improper acts or negligence of ASSIGNEE or arise from occurrences beyond the reasonable control of ASSIGNOR.
8. ASSIGNEE may use, at no charge to ASSIGNEE, gravel from ASSIGNOR'S gravel pits, to the extent the same is available, for relocation of the Rights of Way or portions thereof or for the maintenance or improvements of roads within the Rights of Way. For construction or maintenance of roads on property owned by ASSIGNEE, ASSIGNEE may purchase gravel from ASSIGNOR, to the extent such gravel is available, at prevailing market prices. Any use of such gravel shall be in compliance with all applicable laws, ordinances and regulations.
9. The ASSIGNEE shall not perform any "relocation" (as defined in Section 4), "Maintenance" or "Improvements" (as defined in Section 5), or "gravel extraction" as defined in Section 8) on land of the ASSIGNOR until the parties hereto have agreed upon which of them shall file and be responsible for compliance with any notifications, permits or applications required by law.
10. This Assignment may not be assigned or transferred by either party without the prior written consent of the other, except that (a) ASSIGNOR may transfer title to any part of the property over which a Right of Way is located subject to the terms of this Assignment and (b) ASSIGNEE may transfer the right to use a Right of Way granted here with title to the property to which the Right of Way provides access, expressly subject to the terms of this Assignment.
11. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, to the extent any such assignment has been authorized in accordance with Section 9. For the purposes of this Assignment, "ASSIGNOR" shall mean and include its agents, its employees, its lessees, and its independent contractors' "ASSIGNEE" shall mean its agents, its employees, its lessees, and its independent contractors.


12. To be effective, any waiver of either party's rights under this Assignment must be in writing and signed by the party to be charged therewith.
13. This Assignment and the Exhibit attached hereto set forth the final and complete understanding and agreement of the parties. It is understood and agreed that there are no representations made or implied with respect to the Rights of Way, the properties subject to this Assignment, or the Assignment itself, whether arising in law or in equity, other than as provided in this Assignment. This Assignment may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of 25th day of march, 1988.

WITNESS:



CENTRAL MAINE POWER COMPANY
("ASSIGNEE")

By: 
Dustin W. Creamer
Assistant Vice President
Administrative Services

WITNESS:



S. D. WARREN COMPANY
("ASSIGNOR")

By: 



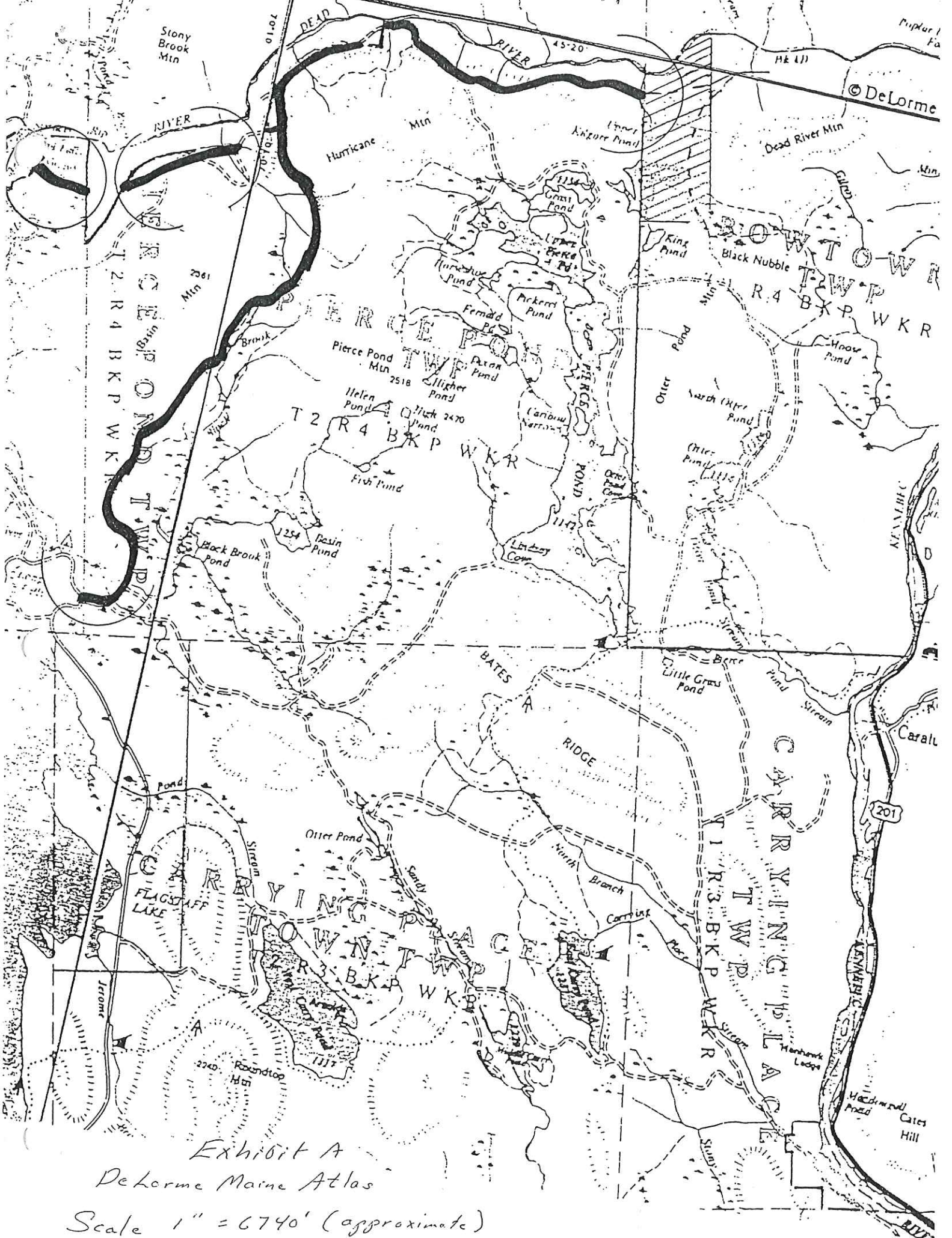


Exhibit A
DeLorme Maine Atlas

Scale 1" = 6740' (approximate)

2165
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TRANSFER TAX PAID

RIGHT-OF-WAY EASEMENT DEED

OXFORD PAPER COMPANY, a Delaware corporation having a place of business in the Town of Rumford, County of Oxford, State of Maine, with a mailing address of Boise Cascade Corporation, Rumford Mill, Rumford, Maine 04276, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) paid and other good and valuable consideration given to Grantor by the Central Maine Power Company, the receipt whereof is hereby acknowledged, does hereby grant to the CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal offices in the City of Augusta, County of Kennebec, State of Maine, with a mailing address of 83 Edison Drive, Augusta, Maine 04336, (hereinafter "Grantee"), and its successors and assigns, with QUITCLAIM COVENANTS, perpetual non-exclusive easements and rights-of-way for people, vehicles, equipment and materials to pass and repass over and across certain roads located on certain lands of Grantor in Somerset County, Maine to Grantee's lands as more particularly located and described on Exhibit A, annexed hereto.

Said easements and rights-of-way are in common with Grantor and others. Said easements and rights-of-way, or portion(s) thereof, are collectively referred to herein as "Rights-of-Way," and are subject to, the rights, restrictions, terms and conditions contained more fully hereinafter set forth:

RIGHTS, RESTRICTIONS, TERMS AND CONDITIONS

(1) Purpose: The said easement and a right-of-way over and across the Rights-of-Way is for the purpose of ingress, egress, and regress on foot and in vehicles, to, from, and for the use and enjoyment of certain lands now of Grantee, to which the same shall be deemed

Amended in
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appurtenant for the purposes of Grantee's administration forest operations and forestland management activities.

"Administration" shall mean activities necessary to conduct, direct and manage business, including, but not limited to, the emergency safety access of the shores of the Enchanted Stream, the Dead River, the Kennebec River and other water bodies.

"Forest operations" shall mean timber harvesting and associated activities, and road construction and maintenance.

"Forestland management" shall mean property maintenance, forest management (both extensive and intensive), forestland resource protection, research activities, and other activities normally associated with traditional forestland management functions.

The purposes encompassed by administration, forest operation, and forestland management activities exclude, but the exclusion is not limited to residential developments; commercial and non-commercial recreational uses; installation of utilities; and public access.

(2) Grantor Reservation: Grantor reserves to itself the ownership of the roads and the right to use the Rights-of-Way at any time and for any corporate purpose, including but not limited to all purposes deemed necessary for the protection, administration, management and use of Grantor's lands and resources, so long as Grantor's activities do not unreasonably interfere with the use of the Rights-of-Way by Grantee.

(3) Grantee's Use: The Rights-of-Way shall be sixty-six (66) feet in width. Grantee shall have the right to pass over and across the Rights-of-Way (subject to Grantee's compliance with applicable laws, ordinances, and regulations), and to construct, reconstruct, use, improve and maintain roads, bridges, culverts, ditches, and other facilities and structures (other than utilities), within the Rights-of-Way and such additional widths as may be required on

intermittent segments of the Rights-of-Way to accommodate and protect cuts, fills, turnouts, drainage devices, and lateral ditches. Grantee shall not be obligated to construct, reconstruct, relocate, improve and maintain the roads except as is specifically provided for herein. Grantee shall exercise its rights in a way which do not unreasonably interfere with Grantor's or any other persons' lawful uses of any roads within the Rights-of-Way. It is further understood and agreed that this conveyance by Grantor to Grantee shall not restrict Grantor's right, at Grantor's expenses, to construct, reconstruct, use, relocate, improve, or maintain any roads within the Rights-of-Way or lawfully to abandon or to discontinue maintenance of roads within any Right-of-Way.

Grantee shall not leave litter or refuse on the Rights-of-Way.

(4) Grantee's Maintenance: Grantee shall provide Grantor with reasonable advance written notice of Grantee's commencement and suspension of the regular use of any Right-of-Way for forest products transportation. When any of the Rights-of-Way are being used by either Grantor or Grantee, and are not being used concurrently by the other party, then the using party shall maintain, during its use, and upon completion of its use of the Rights-of-Way so used, restore, the same in a condition no less than substantially equivalent to their condition immediately preceding the commencement of its use, or as subsequently improved.

When any of the Rights-of-Way are being used by Grantor and Grantee concurrently, both parties shall apportion the maintenance costs for such concurrent use based on the respective volume of products and distances hauled on the Rights-of-Way, or based on some other mutually agreed upon formula or method of apportionment. The specific method of calculating the pro rata share of maintenance costs shall be agreed upon by the parties prior to the commencement of concurrent regular use. The pro rata share of maintenance costs for concurrent regular use shall be settled on an annual basis.

Reasonably contemporaneously with the suspension of Grantee's use, Grantee shall take such steps as are reasonably or legally required to prevent sedimentation of water courses and soil erosion with respect to any Right-of-Way after such suspension, but in no event shall Grantee be responsible for sedimentation of water courses and soil erosion occurring more than twenty-four (24) months following its notification to Grantor of Grantee's suspension of regular use. With respect to a Right-of-Way of which Grantee has notified Grantor of its suspension of regular use, Grantor may cause an inspection of such Right-of-Way to be performed within thirty (30) days after Grantee's suspension of use, however, Grantor's failure to conduct such inspection shall not relieve Grantee of its obligations herein. Grantee shall promptly take such steps as are reasonably or legally required to remedy any non-fulfillment of such obligations.

Subject to the above, neither Party shall be obligated to maintain the Rights-of-Way under the terms of this Grant except to the extent that such maintenance relates to use of such Rights-of-Way by the obligated party.

Notwithstanding all of the above, Grantor and Grantee shall not be required to maintain the Rights-of-Way in a condition greater than the generally accepted standard of the day, in the Northeast, for off public highway hauling of timber.

(5) Usage Requirements: The exercise of the rights of Grantee under this Grant shall be in accordance with Grantor's reasonable road usage requirements and those requirements that a prudent landowner would adopt, including, but not limited to, speed limits, weight limits, fire protection, reasonable use, time of day use, use by off highway recreational vehicles, and public access.

(6) Post and Gate: Grantor retains the right, at its discretion, to post, gate and close the Rights-of-Way, except that Grantee shall have the right to pass through the gate for Grantee's

administration, forest operations and forestland management purposes in accordance with Grantor's gate closing policy, and said posting, gating and closure shall not unreasonably restrict the rights of Grantee for said purposes under this Grant. Grantee shall not obstruct or gate the Rights-of-Way without Grantor's prior written consent and shall not have the right to restrict entry or access by others.

In addition, the Rights-of-Way may be gated or otherwise posted with mutual consent of Grantor and Grantee when weather conditions and/or road conditions make passage unsafe or damaging to the roads, or as otherwise mutually agreed upon. The party desiring to install a gate shall bear the cost thereof. In the event that the fee owner of the land and Grantee should disagree as to the location of the gate, the location selected by the fee owner of the land shall determine the exact site of said gate. The party installing the gate shall insure that any other parties having a right to use said roads are provided with the lock's key or combination. This right to install a gate shall not unreasonably interfere with Grantor's or any other person's lawful uses of roads within the Rights-of-Way.

(7) Relocation: With respect to the rights assigned herein, Grantee agrees to use the existing roads within the Rights-of-Way where practicable. If not practicable and if relocation of the road granted herein over and across the Rights-of-Way or portion thereof, is deemed necessary by Grantee, or if a road or portion thereof, does not exist and if construction of a road granted herein over and across the Rights-of-Way or portion thereof, is deemed necessary by Grantee, Grantee shall seek the prior written approval of Grantor, which approval shall not unreasonably be withheld or delayed. Such a request shall specify the proposed construction of the road and the design criteria to be applied to the road. If approved by Grantor any such proposed road or portions thereof, may be constructed by Grantee at its sole expense, subject to

all applicable laws, ordinances and regulations and to any reasonable restrictions, construction techniques and construction materials as required by Grantor. Such constructed road or portions thereof, shall become the property of Grantor and then be deemed to be "Rights-of-Way" and governed by the provisions of this Grant.

(8) Gravel Option: Grantee shall have the option of acquiring gravel without cost to Grantor (to the extent gravel is available; and Grantor has sufficient gravel to meet Grantor's own needs) from pit(s) located upon Grantor's land contiguous to a portion of the Rights-of-Way with the prior written permission of Grantor:

(i) at no charge to Grantee, if for the maintenance or improvement of the roads within the Rights-of-Way located upon land of Grantor; or

(ii) at a fair market value charge to Grantee, if for the construction of roads within the Rights-of-Way located upon land of Grantor; or for construction, maintenance or improvement of roads located upon land of Grantee; the quantity and fair market value of the gravel shall be agreed upon between the parties prior to removal of gravel. In the absence of a price agreement, the price shall be deemed to be the average price at which Grantor has, according to available records, purchased or sold gravel of similar grade within the previous one year period.

(9) Notice and Governmental Approval: Grantee shall not perform any construction, reconstruction, relocation, improvement or maintenance on the Rights-of-Way or gravel extraction on land of Grantor without thirty (30) day prior written notice to Grantor. It is specifically understood and agreed that Grantee, unless otherwise mutually agreed upon, shall

have the full responsibility of giving notification or obtaining any and all Federal, State or local governmental approvals, permits, authorizations, or licenses. Grantee shall fully comply with all laws, rules, regulations and requirements of any and all Federal, State or local government, authority, agency, commission or regulatory body, insofar as any of the same may apply to the use of the land for the purposes herein granted and particularly (but without limitation) as such laws, rules, regulations, and requirements may relate to protection of the environment, water and air, land use, and the prevention of forest fires. Grantee shall not commence any construction, reconstruction, relocation, improvement or maintenance on the Rights-of-Way or gravel extraction on land of Grantor until after Grantee has given such notification and applied for and obtained any such governmental approvals, permits, authorization, or licenses required for such action and copied same to Grantor, if any. Any application of chemicals on land of Grantor shall be with the prior written approval of Grantor. Grantee shall hold Grantor harmless for any and all claims, exactions, penalties, or legal actions resulting from acts by or for Grantee to which this provision applies.

(10) Prudent Use: If use of the Rights-of-Way by Grantee or its invitees results in damage thereto arising from accidents, negligence or use in a manner not consistent with use by a reasonably prudent long-term user, Grantee shall be solely responsible for repairing such damage promptly.

(11) Reserved Timber: Grantor reserves the right to all timber now growing or which may hereafter grow on the Rights-of-Way, provided Grantee shall have the right to cut and remove timber from the Rights-of-Way to the extent necessary for the construction, reconstruction, improvement, maintenance and snowplowing of the roads. Said timber, unless

otherwise agreed, shall be cut into standard merchantable lengths and bunched or piled at the Rights-of-Way edge for disposal by Grantor.

(12) Transfer: Grantor may grant to others easements in common with Grantee.

This Grant may be assigned or transferred only as follows:

(A) Reservation of Grantor's Right to Transfer Its Title.

Grantor may transfer title to any part of the property over which a portion of the Rights-of-Way is located, subject to the terms of this Grant. Upon such transfer, the obligations of Grantor hereunder with respect to that portion of the Rights-of-Way shall cease and shall devolve upon Grantor's successors in title.

(B) Assignment/Transfer by Grantee.

The rights of Grantee hereunder shall be appurtenant to the lands within specific township(s) currently owned by Grantee, or in the case of Lower Enchanted to be conveyed to Grantee by Indenture of even date herewith, as indicated in the following table:

Rights-of-Way Across Grantor's Lands (Servient Estate) in		Grantee's Benefitted Lands (Dominant Estate)
West Forks Plt. & Lower Enchanted (T2R5 BKP WKR)	are appurtenant to	Lower Enchanted (T2R5 BKP WKR)
Carrying Place Plt. (T1R3 BKP WKR)	are appurtenant to	Carrying Place Plt. (T1R3 BKP WKR) & Bowtown (T1R4 BKP WKR)

Said Rights may be assigned only in connection with the sale or transfer of all or any substantial part of such lands. Upon such transfer, the obligations of Grantee hereunder with respect to that

portion of the Rights-of-Way shall cease and shall devolve upon
Grantee's successors in title.

(13) Indemnification:

(A) Grantee's Use of Rights-of-Way, Indemnity: Grantee and its successors and assigns with respect to the rights herein granted, by acceptance of this Deed, agree to hold Grantor harmless from and indemnify Grantor against any and all claims, demands, expenses, judgments, and awards asserted against, incurred by or imposed upon Grantor arising in any manner in connection with claims made by Grantee, its employees, agents, independent contractors and invitees, arising out of Grantee's use, construction, or maintenance of the road or other rights under this Grant; this obligation is absolute notwithstanding acts, omissions or negligence of Grantor. To the extent necessary to give effect to this obligation to indemnify Grantor and hold Grantor harmless, Grantee expressly waives any immunity or exemption from liability for the personal injury or death of Grantee's employees that may exist under, or any right to receive contribution from Grantor created by the workers' compensation laws of Maine. This provision shall not apply to concurrent use of Rights-of-Way as described in 13 (C) below.

(B) Grantor's Use of Rights-of-Way, Indemnity: Grantor, by giving this Deed, agrees to hold Grantee harmless from and indemnify Grantee against any and all claims, demands, expenses, judgments and awards asserted against, incurred by or imposed upon Grantee arising in any manner in connection with

claims made by Grantor, its employees, agents, independent contractors, and invitees, arising out of Grantor's use, construction or maintenance of the road or other rights reserved under this Grant; this obligation is absolute notwithstanding acts, omissions, or negligence of Grantee. To the extent necessary to give effect to this obligation to indemnify Grantee and hold Grantee harmless, Grantor expressly waives any immunity or exemption for liability for the personal injury or death of Grantor's employees that may exist under, or any right to receive contribution from Grantee created by the workers' compensation laws of Maine. This provision shall not apply to concurrent use of Rights-of-Way as described in 13 (C) below.

(C) Concurrent Use of Rights-of-Way: In the event of concurrent use of the Rights-of-Way resulting in any event which gives rise to one or more claims of liability on the part of either or both parties, then each party will be responsible for that percentage or proportion of damages assigned to it in the judgment establishing such liability; provided, that in the event of such concurrent use, each party shall be solely responsible for, and shall be required to, indemnify the other party against and hold the other party harmless from any claim by any agent, licensee, or independent contractor of the party so indemnifying.

To the extent necessary to give effect to this obligation to indemnify Grantee and hold Grantee harmless, Grantor expressly waives any immunity or exemption for liability for the personal injury or death of Grantor's employees that may exist under, or any right to receive contribution from Grantee created by the workers' compensation laws of Maine.

(14) Definitions: "Construction" or "construct" shall mean undertaking the work necessary to build, shape, cut, grade, level, fill, drain, install and form the Rights-of-Way or portions thereof, road, road surface, bridge, culvert, ditch or other appurtenant facility or structure to provide satisfactory and safe road services for the purposes herein authorized in compliance with all applicable laws and regulations.

"Maintenance" or "maintain" shall mean undertaking the work necessary to preserve or keep, as nearly as possible, the Rights-of-Way or portions thereof, road, road surface, bridge, culvert, ditch or other appurtenant facility or structure in a condition no less than substantially the equivalent to their condition immediately preceding the commencement of a use, or as subsequently improved, to provide satisfactory and safe road services for the purposes herein authorized in compliance with all applicable laws and regulations. Such terms shall further mean and include dust control, the control of roadside brush, the plowing of snow from, and the sanding of the roadway within the Rights-of-Way.

"Improvements" or "improve" shall mean the reconditioning or replacing of the Rights-of-Way or portions thereof, road, road surface, bridge, culvert, ditch or other appurtenant facility or structure to a standard higher or greater than that prevailing at the time immediately preceding the commencement of use, or as subsequently improved.

(15) Not A Public Way: Notwithstanding any other provision of this Grant, the Rights-of-Way may not be used as a "public way", nor does this Grant entitle the general public to use the Rights-of-Way or to operate any vehicle of any kind on any portion of the Rights-of-Way.

(16) Benefited Parties: This Grant shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, to the extent any such assignment

has been authorized in this Grant. For the purposes of this Grant, "Grantor" shall mean and include Grantor's successors and assigns, and their respective officers, employees, servants, agents, licensees, contractors, permittees and lessees, and "Grantee" shall mean and include Grantee's successors and those assigns authorized by Paragraph 12(B) to succeed to the rights herein granted, and their respective officers, employees, servants, agents, licensees, contractors, permittees and lessees.

(17) Understanding: This Grant, (and the Exhibit(s) attached hereto) set forth the final and complete understanding and agreement of the parties concerning the subject matter hereof. It is understood and agreed that there are no representations made or implied with respect to the Rights-of-Way, the properties subject to this Grant, or the Grant itself, whether arising in law or in equity, other than as provided in this Grant. This Grant may be modified only by a writing signed and acknowledged by both parties, duly authorized, and recorded in the Somerset County Registry of Deeds.

Except as specifically otherwise expressed herein, wherever Grantor has reserved the right to approve or authorize any act or thing, Grantor shall have the right to withhold such approval or authorization for any reason or for no reason.

IN WITNESS WHEREOF, the said Oxford Paper Company has caused this deed to be executed upon its behalf by Gary M. Curtis, its President, thereunto duly authorized, this 22nd day of December, 1995.

Oxford Paper Company

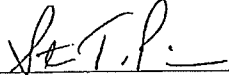
SEAL

Jerry B. Baker
Witness

By: [Signature]
Gary M. Curtis
Its President

STATE OF MAINE
OXFORD, SS.

Then personally appeared before me the said Gary M. Curtis and acknowledged the foregoing instrument to be his free and voluntary act and deed in his said capacity and the free and voluntary act and deed of Oxford Paper Company, this 22 day of December, 1995.



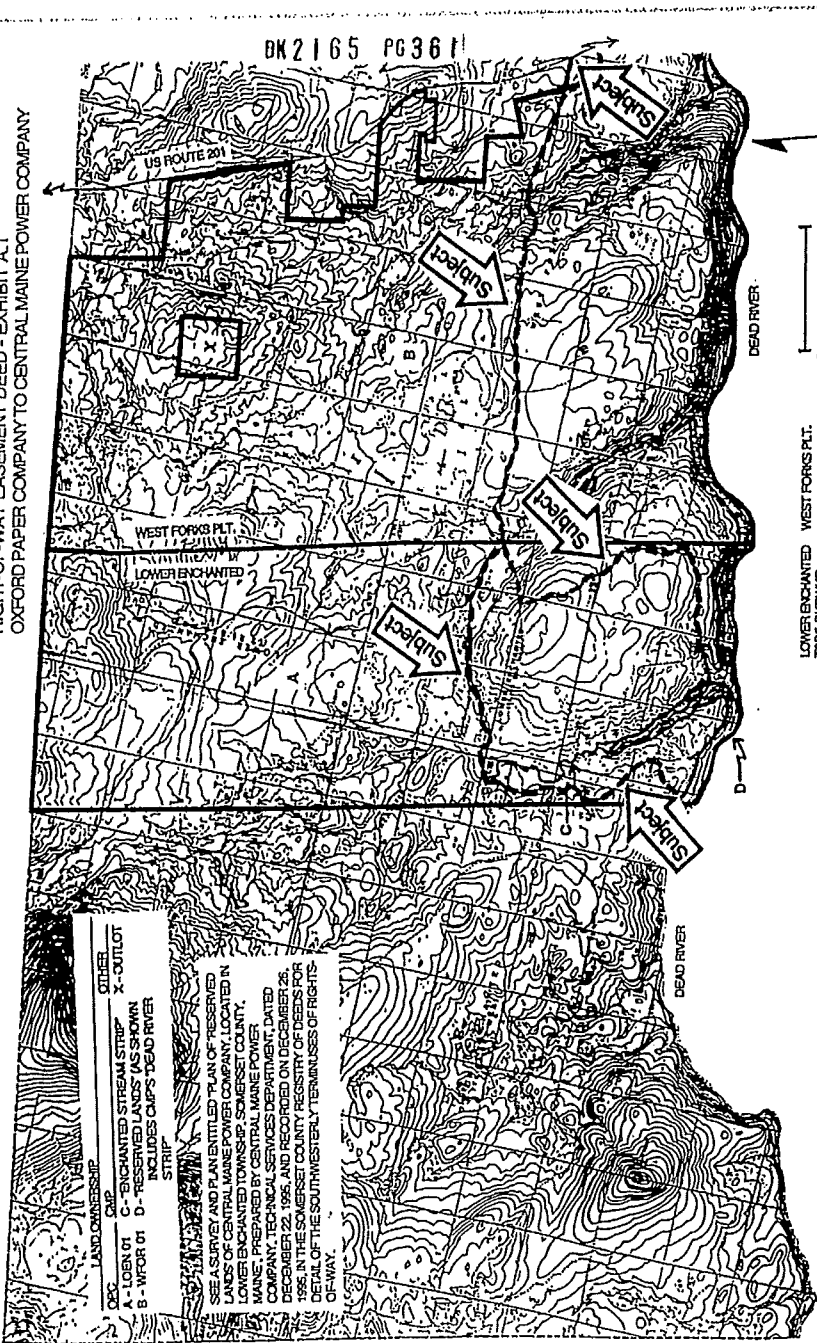
Notary Public, Maine
Stephen T. Pinkham
My Commission Expires
March 12, 1996

HAU.IENTSUBOISENCIANTI.DEE

SEAL

RIGHT-OF-WAY EASEMENT DEED - EXHIBIT A.1
 OXFORD PAPER COMPANY TO CENTRAL MAINE POWER COMPANY

DN 2165 PG 36 F1



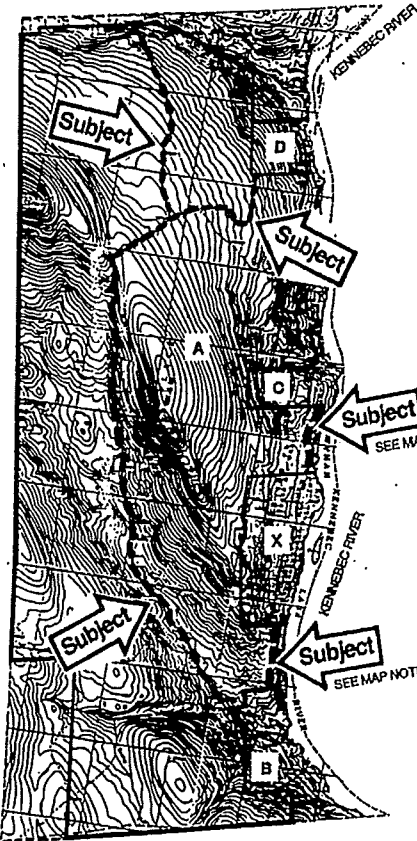
LAND OWNERSHIP
 CWP
 A - LOGN 01 C - ENCHANTED STREAM STRIP
 B - WFOR 01 D - RESERVED LANDS (AS SHOWN
 STRIP
 OTHER
 X - OUTLOT

SEE A SURVEY AND PLAN ENTITLED "PLAN OF RESERVED
 LANDS OF CENTRAL MAINE POWER COMPANY, LOCATED IN
 LOWER ENCHANTED TOWNSHIP, SOMERSET COUNTY,
 MAINE, PREPARED BY CENTRAL MAINE POWER
 COMPANY, TECHNICAL SERVICES DEPARTMENT, DATED
 DECEMBER 22, 1995, AND RECORDED ON DECEMBER 28,
 1995, IN THE SOMERSET COUNTY REGISTRY OF DEEDS FOR
 DETAIL OF THE SOUTHWESTERLY TERMINUSES OF RIGHTS
 OF-WAY.

DEAD RIVER
 0 1 MILE
 LOWER ENCHANTED WEST FORKS P.T.
 T29S B4P4W4R
 LB & KF 1229S
 SOMERSET COUNTY, MAINE

COMPOSITE OF PORTIONS OF VARIOUS USGS 7.5
 TOPOGRAPHIC MAPS, PROVISIONAL ED. 1989

RIGHT-OF-WAY EASEMENT DEED - EXHIBIT A.2
OXFORD PAPER COMPANY TO CENTRAL MAINE POWER COMPANY



MAP NOTE 1. RIGHT-OF-WAY IS ACROSS OPC'S ABOVE 580' ELEV. LOT 3 EXTENDING 33 FEET ON EITHER SIDE OF THE CENTERLINE OF THE EXISTING TRUCK ROAD.

MAP NOTE 2. RIGHT-OF-WAY IS ACROSS OPC'S ABOVE 580' ELEV. LOTS 6 & 7 EXTENDING 33 FEET ON EITHER SIDE OF THE CENTERLINE OF THE EXISTING TRUCK ROAD.

LOTS ARE AS INDICATED ON THE PLAN AND SURVEY OF THE TOWN OF CARRYING PLACE PLANTATION.

SEE MAP NOTE 2.

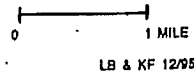
SEE MAP NOTE 1.

LAND OWNERSHIP

OPC	CMP
A - T1R3 01	B - LOTS 1 & 2; & BELOW 580' ELEV, LOT 3
	C - BELOW 580' ELEV, LOTS 6 & 7; LOT 8; &
	BELOW 580' ELEV, LOTS 9 - 14
	D - LOTS 15 & 16

OTHER
X - OUTLOT

CARRYING PLACE PLANTATION
T1R3 BKPWKR
SOMERSET COUNTY, MAINE



COMPOSITE OF PORTIONS OF VARIOUS USGS 7.5'
TOPOGRAPHIC MAPS, PROVISIONAL ED. 1969

RECEIVED SOMERSET SS
RECORDED FROM ORIGINAL
95 DEC 26 PM 12:28
Margaret P. Kelly
REGISTER

TRANSFER TAX PAID

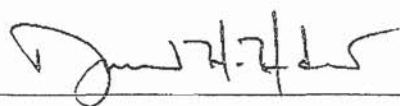
QUITCLAIM DEED WITH COVENANT

Bayroot LLC, a Delaware limited liability company, with a place of business in Lyme, New Hampshire, for consideration paid, grants to **Western Mountains Charitable Foundation**, a Maine non-profit organization with a principal place of business at 368 Main Street, Kingfield, Maine 04947, with quitclaim covenant, certain lots or parcels of land, together with any improvements thereon, situate in **Lower Enchanted Township and West Forks Plantation, Somerset County, Maine**, being more particularly described in Exhibit A attached hereto, SUBJECT TO the terms, conditions, and restrictions set forth in said Exhibit A.

In witness whereof, Bayroot LLC has caused the foregoing instrument to be signed and sealed by its duly authorized manager this 25th day of August, 2006.

Witness:

BAYROOT LLC
By **Wagner Forest Management, Ltd.**,
its Manager



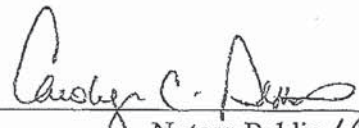
By Thomas J. Colgan
Thomas J. Colgan, President

STATE OF NEW HAMPSHIRE
Grafton County

August 25, 2006

Personally appeared the above named Thomas J. Colgan, President of Wagner Forest Management, Ltd., and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Wagner Forest Management, Ltd. in its capacity as Manager and the free act and deed of Bayroot LLC.

SEAL



Notary Public / Commissioner of Deeds

CAROLYN C. DEMERS, Commissioner of Deeds
My Commission Expires August 31, 2010

Print or type name as signed

EXHIBIT A

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

Lower Enchanted Township:

Certain lots or parcels of land located in Lower Enchanted Township (T2 R5 BKP WKR), Somerset County, Maine depicted on a plat entitled "Boundary Survey prepared for the conveyance of land by Bayroot LLC Sheet 1 of 2", dated August 14, 2006, prepared by Sackett & Brake Survey, Inc., drawing number 2006151, as part of project number 2005153, to be recorded in the Somerset County Registry of Deeds (the "Plat"), and being more particularly bounded and described as follows:

Parcel A ±17.6 Acres

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

Beginning on the northerly line of land of Central Maine Power Company (reference a deed dated May 1, 1923 recorded in the Somerset County Registry of Deeds in Book 373 Page 250) at Point A as designated on said Plat, said point is marked by a ¾" capped iron rebar set, also said point being located two hundred fifty-five and zero hundredths (255.00) feet on a course of S 61°-01'-50" E from a ¾" capped (#1318) iron rebar found three and fifty-three hundredths (3.53) feet on a course of S 61°-01'-50" E from an unmonumented point located on the easterly line of land conveyed to Western Mountains Foundation by a deed from Penobscot Forest LLC dated December 27, 2005 recorded in the Somerset County Registry of Deeds in Book 3651 Page 074;

Thence, easterly, southeasterly and northerly through land conveyed to Bayroot LLC by a deed from MeadWestvaco Oxford Corporation dated November 21, 2003 recorded in the Somerset County Registry of Deeds in Book 3237 Page 181 on the following courses and distances:
S 80°-55'-01" E one thousand one hundred thirteen and ninety-eight hundredths (1113.98) feet to a point marked by a ¾" capped iron rebar set;
N 88°-48'-58" E nine hundred seventeen and forty-two hundredths (917.42) feet to a point marked by a ¾" capped iron rebar set;
S 42°-34'-52" E two hundred ninety and sixty-four hundredths (290.64) feet to a point marked by a ¾" capped iron rebar set;
S 70°-38'-09" E one thousand eight hundred fifty-three and fifty-two hundredths (1853.52) feet to a point marked by a ¾" capped iron rebar set;
N 83°-16'-26" E four hundred eighty-six and thirty-nine hundredths (486.39) feet to a point marked by a ¾" capped iron rebar set;
N 00°-23'-32" E four hundred forty-seven and seventy-one hundredths (447.71) feet to a point marked by a ¾" capped iron rebar set on the southwesterly line of land of Central Maine Power

[2006-134]
[2006-135]

Company, being Point B as designated on the Plat;

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

S 57°-01'-50" E one hundred seventy-four and forty-three hundredths (174.43) feet;
S 57°-01'-50" E thirty-one and fifty hundredths (31.50) feet;
S 34°-31'-50" E one hundred ninety-seven and ninety-seven hundredths (197.97) feet;
S 33°-58'-10" W one hundred nineteen and ninety-two hundredths (119.92) feet;
S 19°-58'-10" W one hundred twenty-seven and sixty-two hundredths (127.62) feet;
S 34°-28'-10" W eighty-two and twenty-three hundredths (82.23) feet;
S 62°-58'-10" W one hundred twenty-one and forty-eight hundredths (121.48) feet;
S 88°-28'-10" W one hundred fifty-seven and twenty-three hundredths (157.23) feet;
S 87°-28'-10" W one hundred sixty-two and one hundredths (162.01) feet;
S 80°-58'-10" W one hundred seventy and thirty-five hundredths (170.35) feet;
S 80°-58'-10" W sixty-six and forty-two hundredths (66.42) feet;
N 85°-31'-50" W one hundred thirty-two and seventy-eight hundredths (132.78) feet;
N 67°-31'-50" W one hundred fifty-four and sixty-one hundredths (154.61) feet;
N 84°-01'-50" W one hundred thirty-eight and fifty-four hundredths (138.54) feet;
N 60°-31'-50" W one hundred seventy-eight and ninety-six hundredths (178.96) feet;
N 53°-31'-50" W one hundred thirteen and zero hundredths (113.00) feet;
N 71°-01'-50" W one hundred eighty-six and forty-four hundredths (186.44) feet;
N 71°-01'-50" W seventy-one and ten hundredths (71.10) feet;
N 59°-01'-50" W one hundred sixty-seven and forty hundredths (167.40) feet;
N 72°-01'-50" W one hundred fifty-six and fifteen hundredths (156.15) feet;
N 69°-31'-50" W seventy-three and ninety-two hundredths (73.92) feet;
N 67°-01'-50" W one hundred ninety-four and twenty-three hundredths (194.23) feet;
N 63°-01'-50" W ninety-three and seventy hundredths (93.70) feet;
N 70°-01'-50" W one hundred thirty-one and seventy hundredths (131.70) feet;
N 62°-31'-50" W eighty-nine and twenty-nine hundredths (89.29) feet;
N 66°-01'-50" W one hundred sixty-six and fifty-six hundredths (166.56) feet;
N 54°-01'-50" W ninety-five and eighty-six hundredths (95.86) feet;
N 86°-01'-50" W fifty-six and ninety-eight hundredths (56.98) feet;
S 77°-58'-10" W one hundred forty-four and ninety-one hundredths (144.91) feet;
N 70°-01'-50" W one hundred eighty-three and forty-five hundredths (183.45) feet;
N 70°-01'-50" W nineteen and ninety hundredths (19.90) feet;
N 76°-01'-50" W one hundred eighty and eighty-five hundredths (180.85) feet;
S 75°-28'-10" W one hundred sixty-three and twenty-eight hundredths (163.28) feet;
S 65°-58'-10" W one hundred sixty-two and forty-one hundredths (162.41) feet;
N 82°-01'-50" W one hundred eighty-three and eighty hundredths (183.80) feet;
N 82°-01'-50" W thirty-nine and eighty-five hundredths (39.85) feet;
N 55°-31'-50" W one hundred twenty-three and twelve hundredths (123.12) feet;
N 54°-31'-50" W one hundred fifty-four and ninety-eight hundredths (154.98) feet;
N 66°-01'-50" W fifty-two and forty-seven hundredths (52.47) feet;
S 74°-58'-10" W one hundred sixty-two and eighty-eight hundredths (162.88) feet;
N 80°-01'-50" W seventy-nine and twenty-nine hundredths (79.29) feet;

N 65°-01'-50" W one hundred seven and sixty-eight hundredths (107.68) feet;
N 70°-01'-50" W forty-eight and three hundredths (48.03) feet;
N 59°-01'-50" W sixty-six and eighteen hundredths (66.18) feet;
N 62°-31'-50" W one hundred fourteen and fifty-eight hundredths (114.58) feet;
N 64°-01'-50" W fifty-five and eighty-four hundredths (55.84) feet to the point and place of beginning. Containing 17.6 acres of land, more or less.

Parcel B ±4.3 Acres

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

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

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

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

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

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

N 52°-20'-06" W ninety-four and twenty-eight hundredths (94.28) feet;
N 27°-20'-06" W one hundred seventy-one and seventy-two hundredths (171.72) feet to the point and place of beginning. Containing 4.3 acres of land, more or less.

Parcel C ±11.8 Acres

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

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

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

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

N 88°-44'-15" W thirty-two and ninety-nine hundredths (32.99) feet;
S 54°-15'-45" W one hundred twenty-one and thirteen hundredths (121.13) feet;
S 78°-15'-45" W one hundred twenty-seven and fifty-eight hundredths (127.58) feet;
S 46°-15'-45" W one hundred seventy-seven and ninety-nine hundredths (177.99) feet;
N 85°-44'-15" W one hundred fifty-three and fifty-eight hundredths (153.58) feet;
S 79°-15'-45" W one hundred ninety-seven and twenty hundredths (197.20) feet;
S 61°-15'-45" W one hundred fifty and eight hundredths (150.08) feet;
S 64°-15'-45" W ninety-nine and six hundredths (99.06) feet;
S 60°-15'-45" W one hundred nine and thirty-three hundredths (109.33) feet;
S 72°-15'-45" W fifty-seven and twenty-nine hundredths (57.29) feet;
S 82°-15'-45" W seventy-six and seventy-two hundredths (76.72) feet;
S 66°-45'-45" W one hundred twenty-three and seventy-two hundredths (123.72) feet;
N 88°-44'-15" W one hundred fifteen and ten hundredths (115.10) feet;
S 55°-15'-45" W ninety-one and sixty-nine hundredths (91.69) feet;
S 42°-15'-45" W one hundred thirty-six and sixty-eight hundredths (136.68) feet;
S 76°-45'-45" W fifty-four and fifty hundredths (54.50) feet;
N 58°-04'-29" W one hundred twenty and fifty-five hundredths (120.55) feet;
N 01°-04'-45" W one hundred seventy-three and eighty-one hundredths (173.81) feet;
N 64°-07'-23" E two hundred four and nine hundredths (204.09) feet;
N 63°-30'-04" E seven hundred eighty-eight and eighty-four hundredths (788.84) feet;
S 01°-00'-56" W two hundred fifty-one and nineteen hundredths (251.19) feet to the point and

place of beginning. Containing 11.8 acres of land, more or less.

Parcel D ±15.2 Acres

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

Beginning on the northerly line of land conveyed to Central Maine Power Company (reference a deed dated May 1, 1923 recorded in the Somerset County Registry of Deeds in Book 373 Page 250) at Point F as depicted on said plat, said Point F is located at a 3/4" capped iron rebar set;

Thence, easterly through land conveyed to Bayroot LLC by said deed recorded in the Somerset County Registry of Deeds in Book 3237 Page 181 on the following courses and distances:
N 68°-15'-33" E one thousand forty and forty-three hundredths (1040.43) feet to a point marked by a 3/4" capped iron rebar set; N 63°-02'-56" E one thousand two hundred fifty and eighty-one hundredths (1250.81) feet to a point marked by a 3/4" capped iron rebar set; S 69°-03'-32" E one thousand five hundred seventy-two and ten hundredths (1572.10) feet to a point marked by a 3/4" capped iron rebar set on the westerly township line of West Forks Plantation;

Thence, southerly on a course of S 07°-09'-11" E along the westerly township line of West Forks Plantation a distance of one hundred thirty-four and thirty-four hundredths (134.34) feet to a point marked by a 3/4" capped (#1341) iron rebar found at the northeasterly corner of Central Maine Power Company;

Thence, westerly and northwesterly along the northerly and northeasterly line of land of Central Maine Power Company following a blazed boundary line on the following courses and distances:
S 80°-23'-12" W fifty-eight and sixty hundredths (58.60) feet;
N 47°-06'-48" W one hundred one and eight hundredths (101.08) feet;
S 80°-53'-12" W eighty-two and seventy hundredths (82.70) feet;
S 66°-53'-12" W one hundred forty-four and ninety-nine hundredths (144.99) feet;
N 49°-06'-48" W fifty-six and nine hundredths (56.09) feet;
N 77°-52'-00" W one hundred nine and nineteen hundredths (109.19) feet;
S 69°-17'-52" W forty-seven and forty-one hundredths (47.41) feet;
N 60°-36'-48" W thirty-five and sixty-one hundredths (35.61) feet;
N 67°-36'-48" W ninety-three and sixty hundredths (93.60) feet;
N 74°-06'-48" W forty-nine and five hundredths (49.05) feet;
N 52°-06'-48" W eighty-eight and nine hundredths (88.09) feet;
N 52°-06'-48" W forty-five and sixty-eight hundredths (45.68) feet;
N 30°-36'-48" W one hundred six and sixty-two hundredths (106.62) feet;
N 45°-06'-48" W seventy-four and twenty-two hundredths (74.22) feet;
N 76°-36'-48" W one hundred forty-eight and thirty-three hundredths (148.33) feet;
N 77°-06'-48" W ninety-five and fifty-seven hundredths (95.57) feet;
S 78°-23'-12" W ninety-four and thirty hundredths (94.30) feet;
N 60°-36'-48" W one hundred twenty-six and nineteen hundredths (126.19) feet;
N 69°-06'-48" W one hundred forty-two and ninety-three hundredths (142.93) feet;

S 76°-24'-03" W one hundred fifty-six and ninety-eight hundredths (156.98) feet;
S 78°-24'-03" W one hundred fifteen and seventy-six hundredths (115.76) feet;
S 75°-24'-03" W one hundred forty-eight and fifty-one hundredths (148.51) feet;
S 61°-24'-03" W one hundred forty-seven and sixty-one hundredths (147.61) feet;
S 52°-24'-03" W one hundred thirty-four and sixty-two hundredths (134.62) feet;
S 69°-24'-03" W one hundred thirty-two and fifty-nine hundredths (132.59) feet;
S 43°-24'-03" W one hundred thirteen and ninety-four hundredths (113.94) feet;
S 50°-54'-03" W one hundred sixty and ninety-two hundredths (160.92) feet;
S 50°-54'-03" W two hundred two and fifty-eight hundredths (202.58) feet;
S 63°-24'-03" W one hundred fifty-seven and twenty-eight hundredths (157.28) feet;
S 79°-24'-03" W one hundred eighteen and fifty-seven hundredths (118.57) feet;
S 85°-24'-03" W one hundred eight and forty-two hundredths (108.42) feet;
S 88°-24'-03" W one hundred eighty-five and nine hundredths (185.09) feet;
S 81°-24'-03" W ninety-nine and sixty-four hundredths (99.64) feet;
S 89°-24'-03" W fifty-eight and sixteen hundredths (58.16) feet;
S 66°-24'-03" W sixty-two and thirty-nine hundredths (62.39) feet;
N 79°-05'-57" W one hundred twenty and eighteen hundredths (120.18) feet;
N 88°-35'-57" W sixty-two and ninety-five hundredths (62.95) feet to the point and place of beginning. Containing 15.2 acres of land, more or less.

Bearings are referenced to Grid North NAD 83 UTM 19.

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

West Forks Plantation:

Parcel E ±541.4 Acres

A certain lot or parcel of land located in West Forks Plantation (T1 R5 BKP WKR), Somerset County, Maine, being Parcel E as delineated on a plat entitled "Boundary Survey prepared for the conveyance of land by Bayroot LLC Sheet 2 of 2", dated August 14, 2006, prepared by Sackett & Brake Survey, Inc., drawing number 2006151, as part of project number 2005153, to be recorded in the Somerset County Registry of Deeds (the "Plat"), said Parcel E is bounded and described more particularly, as follows, to wit:

Beginning on the easterly township line of Lower Enchanted Township (T2R5 BKP WKR) at a point marked by a ¾" capped iron rebar set at the northeasterly corner of Parcel D as delineated on a plat entitled "Boundary Survey prepared for the conveyance of land by Bayroot LLC Sheet 1 of 2", dated August 14, 2006, prepared by Sackett & Brake Survey, Inc., drawing number 2006151, as part of project number 2005153, to be recorded in the Somerset County Registry of Deeds;

Thence, southeasterly through land conveyed to Bayroot LLC by a deed from MeadWestvaco Oxford Corporation dated November 21, 2003 recorded in the Somerset County Registry of

Deeds in Book 3237 Page 181 on the following courses and distances:

S 46°-23'-43" E three hundred fourteen and thirty-two hundredths (314.32) feet to a point marked by a ¾" capped iron rebar set;
S 84°-52'-00" E three hundred forty-three and fifteen hundredths (343.15) feet to a point marked by a ¾" capped iron rebar set;
N 37°-18'-21" E three thousand ninety-seven and forty-seven hundredths (3097.47) feet to a point marked by a ¾" capped iron rebar set;
N 68°-16'-23" E two thousand eighty-three and seven hundredths (2083.07) feet to a point marked by a ¾" capped iron rebar set;
N 89°-14'-16" E one thousand one hundred eighty and sixty-five hundredths (1180.65) feet to a point marked by a ¾" capped iron rebar set;
S 35°-25'-28" E two hundred fifty-nine and fifteen hundredths (259.15) feet to a point marked by a ¾" capped iron rebar set;
N 84°-20'-51" E one thousand one hundred forty and fifty-three hundredths (1140.53) feet to a point marked by a ¾" capped iron rebar set;
N 22°-53'-52" E two hundred five and thirty-eight hundredths (205.38) feet to a point marked by a ¾" capped iron rebar set;
S 78°-09'-38" E one thousand eight hundred sixty-three and thirteen hundredths (1863.13) feet to a point marked by a ¾" capped iron rebar set;
N 27°-28'-20" E seven hundred ninety-five and zero hundredths (795.00) feet to a point marked by a ¾" capped iron rebar set;
S 88°-57'-25" E one thousand one hundred twenty-three and fifteen hundredths (1123.15) feet to a point marked by a ¾" capped iron rebar set;
N 77°-02'-32" E four hundred eighty-one and two hundredths (481.02) feet to a point marked by a ¾" capped iron rebar set;
S 07°-30'-16" E two hundred fifty-eight and thirty-one hundredths (258.31) feet to a point marked by a ¾" capped iron rebar set;
N 72°-51'-11" E three thousand one hundred twenty-two and two hundredths (3122.02) feet to a point marked by a ¾" capped iron rebar set;
N 88°-16'-29" E two thousand nine hundred fifty-two and eighty-seven hundredths (2952.87) feet to a point marked by a ¾" capped iron rebar set;
N 69°-56'-06" E eight hundred eighty-six and ninety-seven hundredths (886.97) feet to a point marked by a ¾" capped iron rebar set;
N 34°-23'-56" E two hundred eight and ten hundredths (208.10) feet to a point marked by a ¾" capped iron rebar set;
N 89°-31'-54" E one hundred eighty and thirty-eight hundredths (180.38) feet to a point marked by a ¾" capped iron rebar set;
N 60°-29'-57" E four hundred eighty-nine and fifty-five hundredths (489.55) feet to a point marked by a ¾" capped iron rebar set;
N 45°-31'-12" W three hundred eleven and ten hundredths (311.10) feet to a point marked by a ¾" capped iron rebar set;
N 44°-01'-53" E four hundred forty-three and fifty-one hundredths (443.51) feet to a point marked by a ¾" capped iron rebar set;
N 68°-21'-02" E eight hundred sixty-seven and thirty-seven hundredths (867.37) feet to a point marked by a ¾" capped iron rebar set;

N 10°-00'-13" E two hundred ninety-five and eighty-one hundredths (295.81) feet to a point marked by a ¾" capped iron rebar set;
N 49°-39'-59" E four hundred twenty-two and twenty-three hundredths (422.23) feet to a point marked by a ¾" capped iron rebar set;
N 79°-35'-22" E one thousand eight hundred forty-six and eighty-seven hundredths (1846.87) feet to a point marked by a ¾" capped iron rebar set on the westerly line of land conveyed to Central Maine Power Company by a deed from Gladys M. Durgin dated August 23, 1962 recorded in the Somerset County Registry of Deeds in Book 658 Page 067;

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

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

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

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

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

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

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

Thence, continuing northerly on a course of N 07°-09'-11" W along the easterly township line of Lower Enchanted Township a distance of one hundred thirty-four and thirty-four hundredths (134.34) feet to the point and place of beginning. Containing 541.4 acres of land, more or less.

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

Bearings are referenced to Grid North NAD 83 UTM 19.

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

The Property herein conveyed is a portion of the premises described in the deed from MeadWestvaco Oxford Corporation to Bayroot LLC, dated November 21, 2003, and recorded in the Somerset County Registry of Deeds in Book 3237, Page 181.

The Property herein conveyed is expressly SUBJECT TO the restriction that the Property herein conveyed, for twenty (20) years from the date of this deed, shall be used for the protection of wildlife habitat or ecologically sensitive areas or for public outdoor recreation and shall not be divided or transferred except to a nonprofit, tax-exempt nature conservation organization or governmental entity, within the meaning of and pursuant to Title 12 M.R.S.A. § 682-B(3) and the Maine Land Use Regulation Commission rules, Chapter 10.25(Q)(1)(g)(5). This restriction is a covenant that runs with the land, shall be included in any instrument of conveyance or transfer of the Property or any portion thereof for so long as the restriction is in effect, and shall be enforceable by Grantor, its successors and assigns.

Grantor does hereby further grant to Grantee, subject to existing easements and rights, a permanent non-exclusive appurtenant easement and right-of-way (the "Easement"), to be used in common with Grantor, Grantor's successors and assigns, over, upon, along, under, and across roads existing at the date of this grant as the same are generally depicted on Exhibit B attached hereto on the lands retained by Grantor situate in Lower Enchanted Township and West Forks Plantation, Somerset County, Maine (the "Burdened Lands"), from and to, and solely for the benefit of, the Property herein conveyed (the "Benefited Lands"). The Easement on and over such roads (hereinafter, the "Access Roads") shall consist of an area coextensive with the existing traveled surface of the Access Roads (the "Easement Area").

Grantee, for Grantee and Grantee's successors and assigns, covenants and agrees that the easement rights hereinabove granted shall be subject to the following terms, provisions, and conditions, which shall be covenants that run with the land, shall be included in any instrument of conveyance or transfer of the property or any portion thereof, and shall be enforceable by

Grantor, its successors and assigns:

1. The sole purpose of the Easement is to provide pedestrian and vehicular access to the Benefited Lands for Grantee's management and monitoring of the Benefited Lands only. In no event are these easement rights to be used for any other purposes or for the purpose of providing access for general public access to the Benefited Lands or any other lands or for the purpose of providing access for recreational purposes or public outdoor recreation of any kind whatsoever on any lands wheresoever located. Exercise of this Easement shall not unreasonably interfere with Grantor's timber operations, off public highway hauling of timber, or management of the Burdened Lands or other property of Grantor. Grantee's use of the easement rights shall at all times be in compliance with applicable laws, ordinances and regulations.

2. Grantor reserves unto itself, its successors and assigns the right at its expense to relocate the Access Roads subject to the condition that, except for distance and curvature, such relocated roadway provides the same type and quality of unpaved roadway as may be established at the time of such relocation.

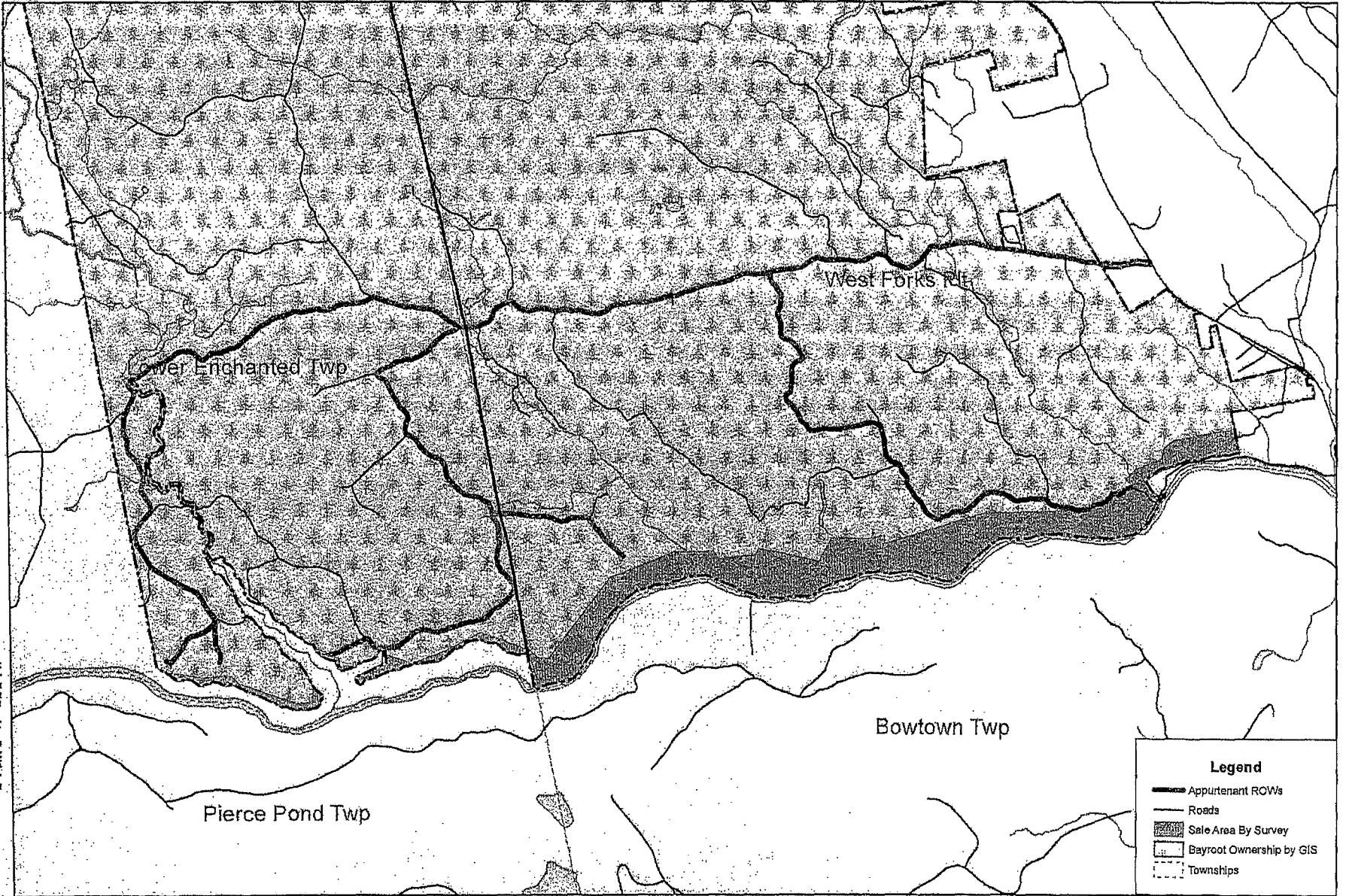
3. Grantor and Grantee shall each be entitled to maintain the roads, but no party has an obligation to maintain the roads for itself or for the benefit of any other use of the roads, except that each party shall be responsible for performing such maintenance as relates solely to that parties' own use, if any, of the roads.

4. Grantee and Grantee's successors in title shall indemnify and hold Grantor, its successors and assigns, harmless from and against all liability, cost and expense arising out of the use of the Easement by Grantee, its successors in title, or the use of others by their invitation, except to the extent that such liability, cost and expense results from any negligent act or omission of Grantor, its employees, agents or successors in title.

Doc #: 12746
Bk: 3732 Ps: 68

Received
Recorded Register of Deeds
Aug 25, 2006 02:13:03P
Somerset County
Diana H Godin

EXHIBIT B

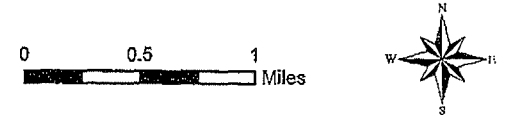


Legend

- Appurtenant ROWs
- Roads
- Shaded Area: Sale Area By Survey
- Stippled Area: Bayroot Ownership by GIS
- Dashed Line: Townships

Projection: UTM Nad 83 Z19
Scale: 1 to 48,000 1" = 4000'
Date: 8/24/06

Exhibit B
Bayroot to WMCF - Rights of Way
West Forks Plantation and T2 R5 BKP WKR (Lower Enchanted)
Somerset Co., ME



3951
249

Doc #: 307
Bk: 3951 Pg: 249

AFFIDAVIT

I, Larry Warren, being first duly sworn, do hereby depose and state as follows:

1. That I am over the age of twenty-one (21) years and reside in Kingfield, Franklin County, Maine.
2. I am the President of Western Mountains Charitable Foundation with a place of business in Kingfield, Franklin County, Maine.
3. The purpose of this affidavit is to give notice that WMCF has entered into a certain lease of real property with the Bunting Family V Forestry LLC, dated as of September 28, 2007, a true copy of which is attached as Exhibit A and made a part hereof.

Dated: January 7, 2008

Larry Warren
LARRY WARREN

STATE OF MAINE
Hennebec County

January 7, 2008

Then personally appeared the above named Larry Warren and made oath that the foregoing affidavit by him subscribed is true and correct to the best of his knowledge, information and belief. Wherein statements made are based on information and belief, he believes them to be true.

Lisa P. Wright
Notary Public
Print: _____
Commission Expires _____

LISA P. WRIGHT
Notary Public, Maine
My Commission Expires April 14, 2014



Trail Corridor Lease TCL06-1.733

TRAIL CORRIDOR LEASE

This LEASE made this 28th day of September, 2007, between The **BUNTING FAMILY V FORESTRY LLC**, a limited liability company organized under the laws of the State of Delaware, having a mailing address of 34 Barre St., Suite 2, Montpelier, VT 05602, hereinafter called the "Lessor," and **WESTERN MOUNTAINS CHARITABLE FOUNDATION**, a non-profit corporation organized under the laws of the State of Maine and having a mailing address of 375 North Main Street, Kingfield, Maine 04947 hereinafter called the "Lessee."

WITNESSETH

The Lessor, in consideration of the covenants and agreements hereinafter contained on the part of the Lessee to be paid and performed, hereby leases to the Lessee for the limited purposes of constructing and operating a non-motorized recreational trail (more fully described in 23 Special Provisions Use, below) a portion of the land known as the Spring Lake property, in Township T3R4 BKP WKR, more particularly bounded and described as follows and shown on Exhibit A, attached hereto and made part hereof, hereinafter called the "Premises". Western Mountains Foundation will be responsible for requesting any changes to the location of the trail corridor.

A certain strip of land located in T3R4 BKP WKR, Somerset County, Maine, being a portion of the land known as the Spring Lake property, more particularly bounded and described as follows and depicted on the attached Exhibit A and made a part hereof.

Beginning at the easterly mean high water of the Dead River, River at its intersection with the northerly boundary of the land described in the deed from Penobscot Forest, LLC to Bunting Family V Forestry LLC, dated September 30, 2005, recorded in the Somerset County Registry of Deeds in Book 3567, Page 193;

Thence in a generally easterly direction by and along the northerly boundary of said Bunting land two hundred (200) feet to a point;

Thence generally southerly by and along a line which is parallel with the mean high water mark of the Dead River and is at all times located two hundred (200) feet generally easterly of the mean high water mark to the southerly boundary of the property described in the deed from Penobscot Forest, LLC to Bunting Family V Forestry LLC, dated September 30, 2005, recorded in Book 3567, Page 193 and the northerly boundary of land now or formerly of the State of Maine;

Thence in generally southwesterly direction by and along the southerly boundary of said Bunting land and the northerly boundary of said State of Maine land, two hundred (200) feet to the mean high water mark of the Dead River;

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Thence in a generally northerly direction by and along the easterly high water mark of the Dead River to the point of beginning.

Excepting therefrom any lands currently occupied by the Logging Haul Road along the east side of the Dead River (the Dead River Road so-called), and any lands on the east side of this Logging Haul Road which may lie within the above defined 200 foot wide strip of land. The Dead River Road is defined as three rods wide for this purpose, centered on the current center line of the existing road.

Being a portion of the property described in the deed from Penobscot Forest, LLC to Bunting Family V Forestry LLC, dated September 30, 2005, recorded in Book 3567, Page 193.

Meaning and intending to lease and hereby leasing a strip of land two hundred (200) feet in width (easterly of the mean high water mark of the Dead River) by and along the generally easterly side of the Dead River;

The Lessor and the Lessee further agree as follows:

1. The Lessee agrees to pay to the Lessor an annual rent of \$3,000.00, payable in annual installments on October 31, of each year of the lease term, with the exception of the payment for the first year of the lease term which will be due at the signing of this lease.. The Lessor at its sole discretion, reserves the right to apply an escalator to the annual lease payment. This escalator will be communicated to the Lessee no later than February 15 for an escalator applied to the installment due the following October 31.

2. During the term of this Lease, the Lessee shall maintain in full force and effect the following insurances: for the Lessee and any contractors, sub-contractors, or agents, any and all insurances required by the United States or States of Maine and Delaware, including, but not limited to Public Liability Insurance including all contractual liability for a minimum \$1,000,000/\$2,000,000, Vehicle Liability Insurance for a minimum \$1,000,000/\$2,000,000 and Workers Compensation Insurance (or equivalent) as required by law in connection with this Lease, and upon execution of this Lease shall furnish Lessor with a Certificate of Insurance naming Fountain Forestry, Inc. and Bunting Family V Forestry, LLC as additional insureds. The Lessee will provide a copy of the insurance certificate to the Lessor on an annual basis with the lease payment, at any change or renewal of coverage, and upon request.

3. The Lessee shall indemnify, defend and hold harmless the Lessor from and against all claims for damages for bodily injury, including death, at any time resulting therefrom, and for damage to property, including loss of use thereof, arising out of, incidental to or in any way connected with the use of the Premises by the Lessee, its contractors, subcontractors or agents.

4. The Lessee will be responsible for any increase in property taxes due either to improvements to the Premises, or to a loss of eligibility for the Maine Tree Growth tax abatement program, as a result of this Lease.

5. Lessee and Lessor's agent will review and approve in writing the route of the trail prior to commencement of construction, to determine the means by which the timber cut for the trail corridor will be disposed of. Disposal may include removal from site, chipping, and disposal on

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site by logging trees to lie close to the ground. The Lessor reserves the right to receive compensation from the Lessee equivalent to the value of the trees removed as determined by Lessor's sole discretion.

6. The Lessee shall report promptly to the Lessor any trespass on the Premises including but not limited to the cutting or removal of logs, timber, stovewood, gravel, or other natural resources, and also any damage or probability of damage that might result from the construction of any dams by beavers or other animals and to report immediately to the Lessor any unusual circumstances involving or affecting the Premises.

7. The Lessor reserves the right to conduct timber harvesting operations, timber cruises, and other activities consistent with the application of silvicultural practices, including clear cutting, at the absolute discretion of the Lessor, and reserves the right to conduct any other businesses or activities on the Premises notwithstanding the rights conferred on the Lessee herein.

8. The Lessee shall fully cooperate with the Lessor and the duly authorized federal, state or local authorities in the compliance with and enforcement of all laws and regulations now in effect or hereafter enacted or promulgated, including regulations of the Land Use Regulation Commission. The Lessee will be fully responsible for obtaining all permits required by the State of Maine, the Land Use Regulation Commission, or other regulatory bodies.

9. The Lessee will not erect any buildings or other improvement on the Premises without first notifying the Lessor and receiving the Lessor's written permission. The title to any such building or other improvements shall vest in the Lessor immediately upon erection and shall be insured as deemed adequate by the Lessor.

Lessee shall pay and discharge when due and payable, any and all taxes, assessments, charges, and other impositions levied upon the buildings, improvements, and fixtures of the leased Premises. Any taxes levied by virtue of the existence on the Premises of improvements constructed by Lessee with Lessor's consent will be paid by the Lessor and billed to the Lessee, and Lessee shall reimburse Lessor for said taxes. This includes any increase in taxes or withdrawal penalty due to a change of use and resulting loss of eligibility for reduced valuation for property tax purposes through the Maine Tree Growth Tax Law.

10. The Lessee shall not allow uninsured motor vehicles on the Premises at any time.

11. The Lessee shall construct, maintain and repair in good condition, reasonable wear and tear excepted any improvements on the Premises or any buildings or other improvements hereinafter erected on the Premises, and upon the expiration or termination of the Lease to surrender not only said buildings and improvements, but the entire Premises in as good condition as now exists, reasonable wear and tear excepted. The parties recognize that for time to time mechanized equipment will be necessary to construct, repair and maintain the trail. The Lessee shall dam no stream unless the Lessor consents thereto in writing and a permit is issued by the appropriate state authority jointly to Lessor and Lessee. The Lessee shall allow no trash, glass, cans, refuse or garbage to accumulate on the Premises but the same shall be hauled away by the Lessee, at its expense, as often as is necessary. No rubbish or garbage shall be burned nor any human waste discharged into any stream on the Premises. The Lessee shall be bound by and comply with the Maine State Sanitary Code requirements, the entire contents of the Public Health Law and all other laws, orders and regulations, whether federal, state, or local pertaining to the use or possession of the Premises.

12. This Lease, or the Premises hereby demised, or any part thereof, shall not be assigned, let or under-let by the Lessee, nor used or permitted to be used by the Lessee for any other purpose than the above specified, without the written consent of the Lessor, first endorsed in writing hereon, and if so assigned, let or under-let, used or permitted to be used without such written consent, the Lessor may re-enter and re-let the Premises, this Lease, by such authorized act, becoming void, if the Lessor shall so determine and elect. Without objections or defense by the Lessee, the Lessor, at its option, may also apply for and obtain an injunction to prevent the use of the demised Premises by the Lessee for any purposes other than the recreational activities herein described; and the Lessor shall not be precluded from any legal remedy which it would otherwise have by reason of the specification herein of any particular remedy for any specified breach of the terms or conditions of the Lease, and in case of the assignment of this Lease, or any part of the term hereby demised, or any subletting or underletting, the Lessor shall have a lien upon and shall be hereby empowered to collect any rent accruing from the subtenant or assignee, and apply the net amount collected to the rent herein reserved.

13. In the event the Lessor determines in whole or in part either to sell the Premises or to devote or use the Premises for commercial purposes inconsistent with the use of the Premises by the Lessee under the terms of the Lease, then this Lease may be terminated in whole or in part by the Lessor, at its option, on one (1) year prior written notice to the Lessee. Lessor acknowledges the Lessee's commitments to funders and the importance of maintaining the integrity of their control of the trail corridor during the term of funding loans for the Maine Huts and Trails Project. In the event of termination under this paragraph, the Lessor shall return to the Lessee the unearned portion of the rental paid by the Lessee in the event of a complete termination and a portion thereof reflecting the proportionate land area of part of the Premises to which the termination applies in the event of a partial termination. Any rents returned shall be prorated on a basis of twelve equal months.

14. If under the power of eminent domain, there should be a taking or condemnation of the whole or any portion of the Premises, all compensation and damages awarded for any such taking or condemnation shall be the property of the Lessor, and the Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any and all such compensation and damages. The Lessee shall execute such instruments of assignment as may be required by the Lessor in connection with such taking or condemnation to prosecute, at the Lessor's expense and request, either singly or jointly, any proceedings to recover such compensation and damages.

15. This Lease of the Premises shall in no way or manner interfere with the Lessor's privilege of conducting timber harvesting or silvicultural operations, nor for the conduct of any mining or mineral prospecting or other such operation. The Lessor and its agents shall have free and uninterrupted right to build camps and roads and close roads as it may deem necessary and to use the same as though this Lease had not been given.

16. The Lessor, its agents, sub-contractors, guests, and assigns shall have the same privileges and rights to the Premises as granted herein to the Lessee and its users or guests, subject, however, to all the rules, regulations and bylaws established by the Lessee and applicable to its members, but without the payment of fees, dues or assessments.

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17. The Lessee shall advise all its users and guests of the other operations which may be conducted on the Premises by the Lessor or its agents and caution them of possible hazards.

18. Lessor shall not be obligated to maintain any roads leading to or on the Premises. The Lessor retains the right to close, lock, or otherwise restrict access along, through, or over roads, gates or rights of way under its control, for any purpose deemed necessary by the Lessor.

19. Lessee shall not use snowmobiles on the Lessor's land except on open public trails. Lessee shall not use All Terrain Vehicles (ATV's) on the Lessor's roads or land. Notwithstanding the foregoing, Lessee may use snowmobiles, ATV's and other motorized equipment within the Premises for construction, maintenance and repair of the Trail, and for search and rescue operations. While the Lessor acknowledges and accepts the need of the Lessee to construct, maintain, and repair the trail, and to conduct search and rescue operations, the Lessor reserves the right to review the Lessee's use of motorized equipment and make further restrictions on its use, if the level of use is deemed disruptive by the Lessor, or for any other reason, at the Lessor's sole discretion.

20. Any buildings or improvements presently located on the Premises or subsequently established on the Premises by Lessee during the term of this lease shall become the property of the Lessor upon termination of this lease unless removed by the Lessee no later than sixty (60) days following termination of this lease. If Lessee removes any buildings or improvements on the Premises, Lessee shall restore the Premises to a condition satisfactory to the Lessor, or the Lessor may restore the Premises to a satisfactory condition, and the Lessee shall reimburse the Lessor for any costs associated with such restoration.

21. Any notice to be given to Lessor shall be given to: Fountain Forestry, Inc., 7 Green Mountain Drive, Suite 3, Montpelier, VT 05602-2708.

22. Any notice to be given to Lessee shall be given to: Western Mountains Charitable Foundation, 375 North Main Street, Kingfield, Maine 04947

22. Fountain Forestry, Inc. has been designated by the Lessor as Lessor's Agent with full authority to administer this Agreement. Agent's authority is described in the Timber Land Management Agreement between The Bunting Family V Forestry LLC and Fountain Forestry, Inc.

Special Provisions. Lessee's rights hereunder are subject to the Land for Maine's Future Fund Project Agreement by and between Western Mountains Charitable Foundation and the Maine Department of Conservation, dated November 30, to be recorded in the Somerset County Registry of Deeds. The Lessor is not a party to the Project Agreement, and is in no way obligated by it. None of the Lessor's rights or interests are subordinated to the Project Agreement.

Term

The Term of this Lease shall be for that period commencing on September 28, 2007 and ending at midnight on December 31, 2028, subject to the Lessee meeting all other provisions of this lease.

Use

Allowed uses shall include, cross-country skiing, snowshoeing, mountain biking and other activities related to primitive recreational pursuits such as photography, fly-fishing, environmental studies, experiential education programs and nature based tourism programs.

With prior written approval of the Lessor, Lessee may place appropriate gates or barriers on said trail or trails and make and enforce other rules and regulations pertaining to the use of the trail as the Lessee determines appropriate. Lessor shall have access across and along all trails and through all gates by means of an interlocking key system.

The Lessor recognizes that the Lessee may assess a general fee for use of the trails and that such fees shall be to recover the costs associated with the trail maintenance expense.

Covenant Against Liens

Lessee covenants and agrees that if any mechanics lien or other lien of any kind whatsoever shall be filed or maintained against the Premises, or the Lessor, by any contractor, subcontractor, material man or laborer employed by Lessee or Lessee's contractors or subcontractors for work done or material furnished in connection with the Premises, Lessee shall, within thirty (30) calendar days after the filing of such claim or lien, furnish a waiver and release from the party originating such claim or lien as to the Premises and the Lessor.

If Lessee fails to discharge any claim or lien, Lessor shall have the right, but not the duty, to discharge any such claims or lien by payment or otherwise, and Lessee shall reimburse Lessor therefor and for all costs and expenses, including reasonable attorneys' fees, as additional rent. Lessee further agrees that all contractors, subcontractors, materialmen and laborers performing such work or providing such labor or materials shall look to and hold Lessee solely liable for all labor and materials furnished and work done for Lessee so that there shall not be any legal or lawful claim of any kind whatsoever against Lessor for any work done or labor or materials furnished in connection therewith (including but not limited to claims for unjust enrichment). Lessee shall indemnify and save harmless Lessor against and from all costs, damages, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting from any such lien. Notwithstanding any other provision of this Lease, the provisions of this Section shall survive expiration or earlier termination of this Lease.

Quiet Enjoyment

Lessee, upon paying the basic rent, additional rent, taxes, charges and all other sums to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone claiming by, through or under Lessor.

Defaults

The following events shall be deemed to be events of default under this Lease:

- (a) Lessee's failure to pay when due any sum of money due to be paid to Lessor, whether such sum be rent, additional rent, or any other payment of reimbursement Lessee is obligated to pay to Lessor, and such failure shall continue for a period of fifteen (15) business days from the date of written notice thereof to Lessee;

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(b) Lessee's failure to comply with any term, provision or covenant of this Lease other than default addressed in subsection (a) above, and shall not cure such failure within thirty (30) calendar days after written notice thereof to Lessee (or forthwith, if the default involves a hazardous condition);

(c) Lessee abandonment of any substantial portion of the Premises or failure to conduct business on the Premises as required by this Lease for a period of ninety (90) consecutive days except for normal seasonal shut downs;

(d) The leasehold interest of Lessee being levied upon under execution or being attached by process of law or Lessee failure to contest diligently the validity of any lien or claimed lien and give sufficient security to Lessor to insure payment thereof or failure to satisfy any judgment rendered thereon and having the same released, if such default shall continue for thirty (30) calendar days after written notice thereof from Lessor;

(e) Lessee becoming insolvent, admitting in writing its inability to pay its debts generally as they become due, filing a petition in bankruptcy or a petition to take advantage of any insolvency statute, making an assignment for the benefit of creditors, make a transfer in fraud of creditors, applying for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or filing a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof;

(f) A court of competent jurisdiction enters an order, judgment or decree adjudicating Lessee a bankrupt, or appointing a receiver of Lessee, or of the whole or any substantial part of its property, without the consent of Lessee, or approving a petition filed against Lessee seeking reorganization or arrangement of Lessee under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, if such order, judgment or decree shall not be vacated or set aside or stayed within ninety (90) calendar days from the date of entry thereof.

(g) Lessee failing to fully comply with any provision contained herein.

Lessor's Remedies

Upon the occurrence of any of such events of default as described in the "Default Section" of this Lease, Lessor shall have all remedies available to it as a matter of law and equity:

(a) Lessor may recover from Lessee all damages proximately resulting from the breach, which damages shall be deemed to include, without limitation, damages to the Premises, and the cost of recovering the Premises, which sum shall be immediately due Lessor from Lessee. Lessee shall also continue to be liable for rental payments when due unless and until Lessor, in good faith, leases the Premises to another Lessee at comparable rent and terms at which point Lessor shall recover all costs of reletting the Premises from Lessee. Lessee shall pay Lessor's reasonable attorney's fees for the service of Lessor's attorney in any action filed to enforce obligations under this Lease, unless Lessee prevails by a final judgment and any appeal.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided herein or provided by law or at equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor

Western Mountains Foundation; Maine Huts and Trails

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hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Lessor or its agents during the term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises except an agreement to terminate this Lease or accept a surrender of said Premises in writing signed by Lessee. Lessor's acceptance of any payment after the occurrence of an event of default shall not be deemed as an accord, satisfaction, compromise or waiver of such default. Forbearance by Lessor in enforcing any remedy provided herein shall not be considered a waiver of such default or of Lessor's right to enforce any remedies with respect to such default. If, on account of any default beyond the period of time for cure by Lessee under the Lease, it shall become necessary or appropriate for Lessor to employ or consult with an attorney concerning, or to enforce or defend, any of Lessor's rights or remedies, Lessee agrees to pay all attorney's fees incurred by Lessor.

Assignment and Subletting

Except as otherwise set forth in the following section, Lessee shall not assign all or any part of this Lease or convey or otherwise transfer any interest under this Lease, or permit the use or occupancy of the Premises unless it shall have first obtained the written consent of Lessor.

Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of more than fifty percent (50%) of the shares of capital stock of any corporation which is then the legal Lessee under this Lease shall be deemed an assignment of this Lease within the meaning of this Section.

Despite any permitted assignment, subletting or other transfer, Lessee shall not be relieved of its obligations under this Lease but shall continue to remain primarily liable hereunder and shall not be relieved of such liability by an extension of time or other indulgence granted by Lessor to any permitted transferee, assignee or sublessee or by failure of Lessee to receive notice thereof and Lessee hereby waives all survivorship defenses.

Right of Mortgagee

Lessee shall have the right, at any time, and from time to time, during the term of this Lease to mortgage the rights, privileges and obligation of this Lease, in whole or in part, to any entity or third party, with Lessor's prior written consent. The following provisions shall be effective at any time that Lessee has mortgaged its interests under this Lease.

Lessor agrees to accept performance by Mortgagee of all cures, conditions and covenants as though performed by Lessee, and agrees to permit Mortgagee access to the Property to take all such actions as may be necessary or useful to perform any condition or covenants of the Lease or to cure any default of Lessee.

Upon Mortgagee's assumption of the Lease obligations by foreclosure of the Lessee's interest, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Lease shall continue in full force and effect to the extent it is then in effect. Mortgagee shall assume all obligation of Lessee and succeed to all the rights of Lessee. In any security or other deposits or other impound payments, however, Lessee shall continue to be liable for such obligations unless otherwise agreed by the parties. Lease will only transfer to purchaser at a foreclosure sale of the mortgage with the Lessor's prior written consent. Lessor may grant consent to a purchaser deemed acceptable by the Mortgagee and the State of Maine.

Western Mountains Foundation, Maine Huts and Trails

TCL08-1.733

If Mortgagee commences enforcement of the Mortgage, then upon Mortgagee's assumption of the Lease, Mortgagee shall cure all prior defaults of Lessee under the Lease that are reasonably capable of being cured by Mortgagee and assume all obligations of Lessee, and Lessor shall treat Mortgagee as the Lessee under the Lease. If Mortgagee cures all defaults by Lessee, or if Mortgagee commences enforcement under its mortgage, and thereafter Lessee cures such defaults and Mortgagee then terminates its enforcement remedies, then the Lease shall remain in full force and effect for the remainder of its current term between Lessor and Lessee, provided all defaults are cured within the time periods permitted herein.

Mediation and Arbitration.

If a dispute arises between the parties to this Agreement and one party (the "Disputant") notifies another party (the "Respondent") that a matter is disputed, the Respondent shall have a cure period of ten (10) business days. Thereafter, Disputant and Respondent shall seek to settle the dispute by mediation as follows: (a) within ten (10) business days the parties shall mutually agree upon a mediator, and (b) the parties shall meet with the mediator within the thirty (30) day period succeeding the appointment of the mediator. If the parties are unable to resolve the dispute in mediation, the parties shall submit to binding arbitration as set forth below.

If the parties are unable to resolve a dispute through mediation, any dispute involving the interpretation or application of any provision of this Agreement shall be submitted to binding arbitration in Baltimore, Maryland in accordance with the rules of the American Arbitration Association. Each party to the dispute shall choose one arbitrator, and the two chosen arbitrators shall mutually choose a third arbitrator. Any action to compel arbitration or enforce an arbitration award may be brought in the United States District Court including Baltimore Maryland in its jurisdiction or any Maryland State Court having jurisdiction over the subject matter of the dispute or matter. The parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed by their property officers of duty authorized representatives the day and year first above written.

BUNTING FAMILY V FORESTRY, LLC

By: 

Print or type name: JUDITH NEEDHAM

Its: MEMBER, OPERATING COMMITTEE

Date: 12/28/07

BUNTING FAMILY V FORESTRY, LLC
By Fountain Forestry, Inc.,
Its Agent
Duty authorized

By: _____
Andrew Carlo, Area Forester

Western Mountains Foundation, Maine Falls and Trails

TCL08-1.739

If Mortgagee commences enforcement of the Mortgage, then upon Mortgagee's assumption of the Lease, Mortgagee shall cure all prior defaults of Lessee under the Lease that are reasonably capable of being cured by Mortgagee and assume all obligations of Lessee, and Lessee shall treat Mortgagee as the Lessor under the Lease. If Mortgagee cures all defaults by Lessee, or if Mortgagee commences enforcement under its mortgage, and thereafter Lessee cures such defaults and Mortgagee then terminates an enforcement remedy, then the Lease shall remain in full force and effect for the remainder of the term of the lease between Lessor and Lessee, provided all defaults are cured within the time period specified herein.

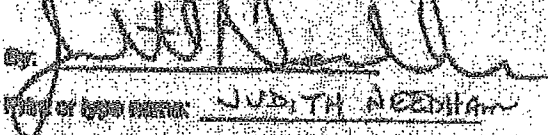
Mediation and Arbitration.

If a dispute arises between the parties to this Agreement and one party (the "Disputant") notifies another party (the "Respondent") that a matter is disputed, the Respondent shall have a cure period of ten (10) business days. Thereafter, Disputant and Respondent shall seek to settle the dispute by mediation on the following terms: (a) within ten (10) business days the parties shall mutually agree upon a mediator, and (b) the parties shall meet with the mediator within the thirty (30) day period commencing the appointment of the mediator. If the parties are unable to resolve the dispute by mediation, the parties shall proceed to binding arbitration on the terms below.

If the parties are unable to resolve a dispute through mediation, any dispute involving the interpretation or application of any provision of this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Each party to the dispute shall choose one arbitrator, and the two arbitrators shall mutually choose a third arbitrator. Any action to compel arbitration or enforce an arbitrator award may be brought in the United States District Court including Baltimore, Maryland in its jurisdiction or any Maryland State Court having jurisdiction over the subject matter of the dispute or matter. The parties hereby consent to the exclusive jurisdiction of the arbitrator by any court with respect to any such proceeding.

IN WITNESS WHEREOF, the parties have hereunto signed this Lease to be signed by their proper officers of duly authorized representatives this day and year first above written.

SMITHS FAMILY V FORESTRY, LLC

By: 

Her name: JUDITH NEEDHAM

Her title: MEMBER, OPERATING COMMITTEE

Date: 12/28/07

SMITHS FAMILY V FORESTRY, LLC

By Fountains America, Inc.

The Agent

City authorized

By:  12/31/07
Andrew Davis, Agent

W000114

Original was peer copy

Western Mountains Foundation, Maine Huts and Trails

TCL06-1.733

Duly authorized

Date: _____

WESTERN MOUNTAINS CHARITABLE FOUNDATION

By: Larry Warren
Larry Warren, President
Duly authorized

Date: December 21, 2007

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

Original was poor copy

FILED FOR RECORD AT THE REQUEST OF:

PLUM CREEK MAINE TIMBERLANDS, L.L.C.
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri Ward
File No.: 907-43-20.210

CORRECTED

TRAIL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **PLUM CREEK MAINE TIMBERLANDS, L.L.C.** (formerly known as SDW TIMBER II, L.L.C.), a limited liability company organized and existing under the laws of the State of Delaware and having a mailing address of 999 Third Avenue, Suite 4300, Seattle, WA 98104, (hereinafter referred to as the "Grantor," which word shall include, unless the context clearly indicates otherwise, the above-named Grantor and its successors and assigns) GRANTS to **WESTERN MOUNTAINS FOUNDATION**, a non-profit Maine corporation whose address is 375 Main Street, Kingfield, Maine 04947 (hereinafter referred to as the "Grantee," which word shall, unless the context clearly indicates otherwise, include Grantee's successors and assigns), with QUITCLAIM COVENANT, in perpetuity, an easement for construction, reconstruction, use, and maintenance of a hiking trail (hereinafter, the "Trail"), said easement being fifteen (15) feet in width, and lying seven and one-half (7-½) feet on each side of the centerline as existing on the ground and as legally described on **Exhibit A**, attached hereto and made a part hereof, together with such additional width as is necessary to accommodate and protect the Trail (e.g., cuts and fills, clearing and placement of logs, brush, rock and soil, and drainage ditches). The location of the Trail is depicted on the maps attached hereto as **Exhibit B**, and made a part hereof.

The purpose of this Trail Easement is to allow the Grantee to construct, maintain, repair and utilize the Trail for a recreational hiking trail as part of the Maine Huts and Trails Mahoosucs to Moosehead Trail Project ("MTM Trail"). Allowed uses shall include cross-country skiing, snowshoeing, mountain biking and other non-motorized activities related to primitive recreational pursuits such as photography, fly-fishing, environmental studies, experiential education programs and nature based tourism programs. It is the intent of this Trail Easement that the location of the Trail Easement will remain essentially fixed as set forth herein, and Grantor does not intend to relocate, or require relocation, of the Trail Easement except in those cases set forth below. This Trail Easement applies to the property described on Exhibit A only. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly described on Exhibit A.

*NOTE: This document is being re-recorded to correct the legal description for the parcel located in Carrying Place Township, the original of which was incomplete.

This grant is made subject to the following provisions:

1. Public Trail Easement.

A. Use. The public, subject to the rights and obligations of the parties herein, shall have the perpetual right to enter upon and make use of the Trail for uses described above and trail construction, maintenance, repair, and relocation, and such other uses consistent herewith from time to time permitted by the Rules and Regulation adopted by Grantor pursuant to **Section 1.C.** below.

B. Trail Location, Cutting and Maintenance. The location of the Trail is legally described on Exhibit A and depicted on Exhibit B (subject to the relocation rights of Grantor set forth below). The rights granted to Grantee by this Trail Easement shall include those rights reasonably necessary for or incident to the construction, maintenance, relocation, and/or repair of the Trail, including the right to erect directional and/or informational signs or to otherwise mark the Trail. Grantee or its designated agents operating under its direction and control shall be responsible for all aspects of trail design, layout, cutting, grading, drainage, and all related maintenance. Maintenance of the Trail shall be subject to reasonable rules and regulations from time to time adopted by Grantor pursuant to **Section 1.C** below. The Trail shall be generally left in a primitive state, and in no event shall any trail be paved by Grantee with any asphalt, concrete, recycled material, or other impervious surface. All such construction, reconstruction, maintenance and repair work shall be undertaken at Grantee's sole cost and expense. Grantee shall be responsible for obtaining all permits for such construction activities and permitted uses of the Trail from all Federal, state or local authorities with jurisdiction over the Trail. Grantee agrees that the location, design, and capacity of any necessary bridges, stream crossings or culverts built or improved by Grantee must conform with applicable rules, laws and regulations, the then-existing forestry Best Management Practices of the State of Maine, and the standards imposed by the 2005-2009 Sustainable Forestry Initiative Standards, any successors to same, or such other standards as Grantor may from time to time implement; and must be approved in advance by Grantor, such approval not to be unreasonably delayed or withheld.

C. Rules and Regulations Concerning Public Use, Construction and Maintenance. The right of the public to use the Trail and the duties of Grantee as to trail oversight, construction, reconstruction, maintenance and repair are subject to the reserved right of Grantor (upon reasonable opportunity to comment by Grantee, except in the case of an emergency) to establish, and modify from time to time, reasonable rules and regulations (the "Rules and Regulations") for the conservation and protection of the Trail and the adjacent property of Grantor, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to facilitate compatibility with the conduct of Grantor's forest management activities and other reserved uses hereunder. Grantor's reserved right to make the Rules and Regulations shall include the rights, without limitation, to control, limit or prohibit, by posting and other reasonable means, on some or all of the Trail, night use, loud activities, domesticated animals, pets or bicycles,

and/or posting signs or cutting trees or other vegetation. The following uses are strictly prohibited within the Trail Easement: snowmobiles, all terrain vehicles, any other motorized vehicles, camping and open fires (motorized activities are permitted for maintenance of the trail specifically for snow grooming of cross-country skiing trails, trail construction and search and rescue activities).

D. Publications. Grantor shall be provided at least thirty (30) days advance opportunity to review for accuracy and content any maps, pamphlets or brochures printed and distributed by Grantee or its agents in regard to public use of the trails.

2. Reservation of Uses, Forest Management Activities.

A. Reservation of all Uses. Grantor reserves all the rights, uses, title, and interest in and to the Trail Easement other than those specific grants and covenants made to Grantee in this Trail Easement. Grantor specifically reserves, without limitation, the perpetual right on and adjacent to the Trail Easement to engage in forest management activities and to cross the Trail Easement at any point or points. This Trail Easement shall not be construed in any manner to create any obligation of Grantor to maintain a buffer strip, undisturbed forest land, view corridor, or other limitation on its forest management activities and other land uses permitted hereunder. Grantee recognizes the interest and intent of the Grantor to engage in forest management activities on and adjacent to the Trail Easement and accordingly has recommended the location of the Trail to areas that are generally in shoreland protection, fragile high mountain, lake access protection, and fish and wildlife protection zones. In the event that any future statute, regulation, or rule has the effect of expanding or enhancing the public use of the trails, contrary to or inconsistent with the terms and provisions of this Trail Easement, the enactment of such law, regulation, or rule shall be deemed a material default without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for default provided in **Section 6** below.

B. Right to Close and Relocate Portions of Trail. Grantor's reserved rights shall include, without limitation, the right on thirty (30) days advance written notice, or shorter periods in the event of an emergency, to close portions of the Trail and/or to require relocation of one or more Trail segments, on either a temporary or permanent basis, as Grantor may determine in its sole judgment as necessary or appropriate for the conservation and protection of the Trail or property adjacent to the Trail, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to accommodate forest management activities and other reserved uses of Grantor; provided that Grantor designates an alternate route so that the connectivity of the Trail with the MTM Trail is not interrupted. In such event, Grantor shall be solely responsible for the costs and expense of such relocation, but shall not be responsible for the physical relocation of the Trail. In the event of a temporary relocation, Grantor shall execute and deliver to Grantee a temporary easement, on identical terms and conditions to this Trail Easement, for the areas to which the Trail have been relocated. In the event of a permanent relocation, Grantor and Grantee shall execute an amendment to this Trail Easement revising the description and depiction of the Trail set forth in Exhibits A and B

to reflect the relocated areas.

C. Nonexclusivity. Nothing contained in this Trail Easement shall be construed as imposing an obligation upon Grantor to restrict any other license or permission granted by Grantor within the Trail Easement to Grantee, the public, or any other party, nor shall anything contained in this Trail Easement be construed as granting an exclusive right to carry on any activity on the Trail Easement. Other than as set forth in this Trail Easement, no permanent expressed or implied right of access to, or use of, private lands and/or improvements, including, but not limited to, roads owned by Grantor, is granted, transferred, or assigned. Further, notwithstanding anything to the contrary in this Trail Easement, Grantor may, in its sole discretion, grant permanent or temporary easement rights across the Trail Easement to third parties for ingress, egress and utilities for all lawful purposes. New roads (of any type, paved or unpaved), utilities and telecommunications facilities, and/or public buildings may be installed, constructed, maintained, repaired, and replaced from time to time on or across the Trail Easement and the adjacent property of the Grantor, and easements, rights of way, or other interests may be granted to others in connection therewith, without the consent of Grantee provided that such roads, utilities, telecommunications facilities, and/or buildings are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, and further provided that, to the extent reasonably practical, such roads, utilities, facilities, and/or buildings crossing or located on the Trail Easement shall be located in a manner to minimize their impact on the intended use of the Trail Easement as a recreational trail.

Grantor reserves to itself, its successors and assigns all rights accruing from ownership of the Trail, including the right to engage in or permit others to engage in, all uses of the Trail Easement and Grantor's adjacent property that are not expressly prohibited or restricted by this Trail Easement.

3. Immunities.

Grantor and Grantee claim all of the rights and immunities against liability to the fullest extent of the law under the Maine Recreational Use Statute (14 M.R.S.A. § 159-A, et seq. as amended from time to time) and the Maine Tort Claims Act (14 M.R.S.A. § 8101, et seq. as amended from time to time) and under any other applicable provision of law providing immunity from liability to landowners who allow public recreational uses of their lands.

4. Additional Provisions Regarding Trail Use.

Without limitation to Grantor's rights to impose Rules and Regulations limiting the use of the trails, the following special provisions shall at all times apply to the trails:

A. Trail Usage. Grantee expressly agrees to adequately police the Trail, to provide proper supervision of use of the Trail by the public, and to adequately maintain and repair the Trails. Grantee shall keep the Trail and the immediately adjacent property

clear of debris and litter and shall take all reasonable steps to ensure that the exercise of the rights granted by this Trail Easement is done in a manner consistent with the provisions of this Trail Easement and all Rules and Regulations from time to time adopted by Grantor.

B. Unauthorized Use of Trail and Adjacent Property of Grantor. Grantee agrees to use all reasonably available means to discourage unauthorized public travel on the Trail and any property owned by Grantor in the vicinity of the Trail, and to advise the public of any relocation of the trails pursuant to **Section 2.B.**, above.

C. Fees. Grantee agrees that it shall not charge a user fee or similar specific assessment for the use of the Trail without the prior consent in writing of Grantor, which consent may be withheld in its absolute discretion. This prohibition shall not restrict Grantee from assessing fees of general application to the public. The Grantor recognizes that the Grantee will assess a general fee for use of that portion of the Trail that may be groomed for cross-country skiing and that such fees shall be to recover the costs associated with the trail grooming expense. In the event the liability protections afforded to Grantor pursuant to Section 3, above, are, in Grantor's sole opinion, diminished, reduced, or otherwise inadequate to protect Grantor, Grantor reserves the right to assess a fee for use, either to public users of the Trail or to Grantee (which fee may be passed on to the public) to recover the actual costs of insurance obtained by Grantor pertaining to its ownership of the Trail, and the costs of administration associated with such insurance.

D. Public Information. Grantee shall be solely responsible for the handling and administration of all public matters, controversies, or conflicts regarding the rights of the public under this Trail Easement. Grantee shall designate a representative as its official contact person to whom all public inquiries may be forwarded by Grantor.

5. Indemnification and Insurance.

Grantee shall indemnify, save, and hold Grantor harmless from and against any and all loss, damage, expense (including attorneys' fees), responsibility, liability for injury or death of persons, and/or loss, damage to, or destruction of property belonging to Grantor or others, or for claims therefor, whether or not Grantor has suffered actual loss, damage, environmental contamination, or expense ("Loss"), where such Loss has resulted from, pertains to, or has arisen out of the exercise, by Grantee, the public or any third parties, of the rights granted by this Trail Easement. Grantee's indemnity obligation shall include, without limitation, any negligent acts, omissions to act, or willful misconduct, whether active or passive, on the part of Grantee, its agents or the public and shall extend to claims asserted after termination of this Trail Easement to the extent that the Loss occurred during the term of this Trail Easement. Grantee's indemnity obligations shall extend to the joint or concurrent negligence of Grantee and Grantor but shall not extend to Losses caused by Grantor's sole negligence or willful misconduct.

Grantee covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this easement for the mutual benefit of

Grantor and Grantee, a comprehensive general liability insurance policy against claims for damage to persons or property arising out of the use and occupancy of the Trail Easement or any part or parts whereof, with a combined limit of One Million Dollars (\$1,000,000.00) per injury or death of any one person or damage to property with no more than Five Thousand Dollars (\$5,000.00) deductible.

All insurance required under this Section shall name the Grantor as an additional insured and shall be issued by companies rated B+13 by the latest Best's rating guide. Grantee shall promptly provide Grantor with a Certificate of Insurance stating that no material change or cancellation of the insurance coverage can be effective unless and until thirty (30) days prior written notice has been given to Grantor. Should any policy be canceled during the term of this Trail Easement and Grantee fails to immediately procure equivalent insurance, Grantor shall have the right, at its option but without any duty to do so, to: (i) deem such cancellation a material default without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for default provided in **Section 6** below; or (ii) pay the premiums and/or fees due and necessary to re-activate said policy, and Grantee shall repay to Grantor any such premiums and/or fees paid by Grantor together with interest from the time of payment until repaid by Grantee. Said premiums and/or fees shall be repaid to Grantor on demand and, without limiting Grantor's remedies, Grantee's failure to repay the same shall constitute default under this Trail Easement.

Nothing contained in this Section shall diminish Grantee's obligations as provided elsewhere herein.

6. Default, Remedies.

In the event of Grantee's material uncured breach of any of the covenants, terms, conditions, restrictions, and agreements herein contained for a period of thirty (30) days after written notice from Grantor, then Grantor may, at its option, prohibit use by posting or other means of those portions of the Trail which are the subject to the breach until cured to Grantor's satisfaction. Additionally, Grantor may recover its costs, including reasonable attorney's fees, and damages incurred as a result of the breach. If the breach by Grantee is of a type that is not capable of being cured within said thirty (30) days, the breach will be deemed cured if Grantee commences to cure the breach within said thirty days, gives written assurances of its intent to complete the cure within a reasonable time under the circumstances and diligently completes the cure as soon as circumstances permit. No failure on the part of Grantor to enforce a breach of this Trail Easement by Grantee of any conditions or agreements herein contained shall be construed as a waiver of the right to enforce any of the remedies provided herein for subsequent breach of the same or any other of said conditions or agreements.

7. Non-Assignability/Transfer of Property

Grantee shall not assign or transfer this Trail Easement or any of the rights associated herewith without the prior written consent of Grantor, which consent shall not

be unreasonably withheld. This Trail Easement shall be binding upon and enforceable by and against Grantor and its successors and assigns, such that multiple Grantors may own portions of the Trail, each of whom shall be entitled to enforce and be bound by this Trail Easement. Grantor's rights and obligations under this Trail Easement shall terminate in whole or in applicable part when it ceases to have any interest in the property over which this Trail Easement traverses, or portion thereof, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

8. Amendments

Subject to Section 12.F.(v) hereof, Grantor and Grantee have the right to amend this Trail Easement by written and recorded agreement of Grantor and Grantee. Notwithstanding the public use of the Trail permitted by this Trail Easement, no approval or consent of any party other than Grantor and Grantee is required for any such amendment to be effective.

9. Force Majeure:

Upon giving notice to the other party, a party affected by an event of Force Majeure as defined in **Section 10** below shall be released without any liability on its part from the performance of its obligations under this Trail Easement, but only to the extent and only for the period that its performance of such obligations is prevented or materially hindered by the event of Force Majeure. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

10. Definitions

As used in this Trail Easement the terms listed below shall have the meanings ascribed to them:

"Force Majeure" means any event or condition, not existing as of the date of execution of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents, in whole or in material part, the performance by one of the parties of its obligations hereunder, such as act of God, fire, flood, windstorm, blight, icestorm, snow, government regulation, order, legislation or taking, war or related actions, civil insurrection, terrorism, riot, sabotage, strike or other labor disturbance, epidemic, and similar events.

"Forest Management Activities" means all forest management practices allowable under law (now or in the future) and the harvesting and removal of any and all forest products by any and all current and future harvesting and removal techniques allowable under law.

11. Notices

Notices to any party must be in writing and will be sufficient if served personally or sent by overnight delivery service or certified mail, return receipt requested, addressed as follows:

To Grantor
General Counsel
Plum Creek Maine Timberlands, L.L.C.
999 Third Avenue
Suite 4300
Seattle, WA 98104

To Grantee:
Executive Director
Western Mountains Foundations
538 Preble Street
South Portland, ME 04106

or to such other authorized person as any party may from time to time designate by written notice to the others. Grantee shall notify Grantor of the address for any mortgagee permitted under Section 12 hereof.

12. General Provisions.

A. General. The section headings herein are for reference and convenience only and shall not be considered in the interpretation hereof. If any term or provision of this Trail Easement is determined to be invalid, unenforceable, or against public policy, the remainder of this Trail Easement shall not be affected thereby and all other terms and provisions of this Trail Easement shall remain valid and enforceable to the extent permitted by law.

B. Waiver. The failure or delay of either party, for any reason whatsoever, to enforce this Trail Easement shall not constitute a waiver of its rights, and each party hereby waives any defense of laches, prescription or estoppel. Nothing herein shall be construed as to relieve Grantor from compliance with any federal, state or local law, regulation, rule or ordinance applicable to the Trail.

C. Governing Laws. This Trail Easement is intended to be governed as a trail easement in compliance with 33 M.R.S.A §§ 1581-1585. Interpretation and performance of this Trail Easement shall be governed by all other applicable laws of the State of Maine, without giving effect to its conflict of laws provisions if doing so would result in any provision of this Trail Easement being governed or interpreted under the laws of any other jurisdiction. Should uncertainty arise in its meaning, this Trail Easement shall be interpreted in favor of Grantor's use of the Trail.

D. Enforcement Rights. This Trail Easement shall not be construed to entitle any person or entity other than Grantor or Grantee to enforce any of the terms or conditions hereof. Specifically, no member of the public shall have any rights under this

Trail Easement to enforce as against Grantor any of its provisions, such rights being exclusive to Grantee.

E. Tax Deductible Donation. Grantor intends to claim a tax deduction for the fair market value of this Trail Easement. Grantee agrees to cooperate with Grantor by executing such documents and tax forms as may be necessary to effectuate a tax-deductible donation by Grantor to Grantee of the Trail Easement.

F. Right of Mortgagor

(i) Grantee shall have the right, at any time, and from time to time, during the term of this Trail Easement to mortgage the rights, privileges and obligation of this Trail Easement, in whole or in part, to any entity or third party, with Grantor's consent, such consent not to be unreasonably withheld. The following provisions shall be effective at any time that Grantor has received notice that Grantee has mortgaged its interests under this Trail Easement.

(ii) Grantor agrees to accept performance by Mortgagee of all cures, conditions and covenants as though performed by Grantee, and agrees to permit Mortgagee access to the Trail to take all such actions as may be necessary or useful to perform any condition or covenants of the Trail Easement or to cure any default of Grantee.

(iii) Upon Mortgagee's assumption of the Trail Easement obligations by foreclosure of the Grantee's interest, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Trail Easement shall continue in full force and effect to the extent it is then in effect. Mortgagee or any other purchaser at a foreclosure sale of the mortgage shall assume all obligation of Grantee and succeed to all the rights of Grantee in any security or other deposits or other impound payments, however, Grantee shall continue to be liable for such obligations unless otherwise agreed by the parties.

(iv) If Mortgagee commences enforcement of the Mortgage, then upon Mortgagee's assumption of the Trail Easement, Mortgagee shall cure all prior defaults of Grantee under the Trail Easement that are reasonably capable of being cured by Mortgagee and assume all obligations of Grantee, and Grantor shall treat Mortgagee as the Grantee under the Easement. If Mortgagee cures all defaults by Grantee, or if Mortgagee commences enforcement under its mortgage, and thereafter Grantee cures such defaults and Mortgagee then terminates its enforcement remedies, then the Easement shall remain in full force and effect between Grantor and Grantee, provided all defaults are cured within the time periods permitted herein.

(v) No modification of the Trail Easement shall be effective without Mortgagee's prior written consent, which consent shall not be unreasonably delayed or withheld. No notice of default by Grantor shall be effective unless a copy thereof is delivered concurrently to Mortgagee. Any notice required to be given to Mortgagee

pursuant to this Section shall be delivered to the address set forth in Section 11 (or at such other address as may be designated in writing by Grantee or Mortgagee from time to time) in accordance with the notice requirements set forth in this Trail Easement.

IN WITNESS WHEREOF, Grantor has caused this Trail Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by Rick R. Holley, its President and Chief Executive Officer, hereunto duly authorized, this 21st day of December 2007.

Signed, Sealed and Delivered
in the presence of:

WITNESS

Shen Mard

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

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

SEAL

GRANTEE ACCEPTANCE

The above and foregoing Trail Easement was authorized to be accepted by The Western Mountains Foundation, Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Trail Easement, by and through Larry K. Warren, its President, hereunto duly authorized, this 28th day of December, 2007 and agrees to be bound by all its terms and provisions.

GRANTEE:
Western Mountains Foundation

By: Larry K. Warren
Its: President

State of Maine
County of Franklin, ss

Personally appeared Larry K. Warren, hereunto duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity as President of Western Mountains Foundation.

Before me,

Donald A. Fowler, Jr.

Notary Public

Printed Name

DONALD A. FOWLER, JR

SEAL

Western Mountains Foundation
Dead River Parcel

December 13, 2007

Parcel A

Beginning on the township boundary between T2 R4 BKP WKR (Pierce Pond Twp) and T3 R4 BKP WKR (Spring Lake Twp) at a point on the southerly edge of the Dead River;

Thence, southerly along the township boundary an approximate distance of 170' to an unmonumented point;

Thence, westerly through land of Plum Creek Maine Timberlands an approximate distance of 3598' to an unmonumented point located on the northeasterly line of land of Central Maine Power Company (having an approximate coordinate of N 16,459,389.1 E 1,326,670.9 (UTM Zone 19 Feet NAD83);

Thence, northwesterly along the northeasterly line of land of Central Maine Power Company an approximate distance of 645' to the southerly edge of the Dead River, having an approximate coordinate of N 16,459,838.8 E 1,326,208.0 (UTM Zone 19 Feet NAD83);

Thence, northerly and easterly along the edge of the Dead River an approximate distance of 4,298' to the point and place of beginning. Containing approximately 22.8' acres of land, more or less.

Parcel B (15' wide easement area)

The centerline of a 15' wide easement area is bounded and described as follows to wit:

Beginning at an unmonumented point located on the northerly line of land conveyed to Dillon Investments, LLC by a deed from Bayroot LLC, said point have an approximate coordinate of N 16,452,213.4 E 1,327,078.6 (UTM Zone 19 Feet NAD83);

Thence, northerly easterly and northwesterly an approximate distance of 7682' to an unmonumented point located on the easterly line of land of Central Maine Power Company having an approximate coordinate of N 16,456,812.3 E 1,326,324.0 (UTM Zone 19 Feet NAD83).

Doc #: 308
Bk: 3951 Pg: 274

Doc #: 4028
Bk: 3982 Pg: 228

Easement to Western Mountains Foundation
Plum Creek-Alternate Route II
(Bunting Re-Route)
Pierce Pond (T2 R4 BKP WKR)

December 7, 2007

Being an easement 15' in width for purposes of ingress and egress over land of Plum Creek Maine Timberlands, leading westerly and northerly from the town line between T2 R4 BKP WKR (Pierce Pond) and T3 R4 BKP WKR (Spring Lake Township) to the southerly line of land of Central Maine Power Company, the centerline of said easement is more particularly described as follows to wit:

Beginning at a point, having an approximate coordinate of N 16,435,700.7 E 1,335,160.6 (UTM Zone 19 Feet NAD83), on the township boundary between T3 R4 BKP WKR and T2 R4 BKP WKR, said point to be located approximately a distance of 707' along the township line southerly from a point marking the northeasterly corner of land leased by the State of Maine on land owned by FPL Maine Energy;

Thence, easterly and northerly through land of Plum Creek Maine Timberlands an approximate distance of 20,360' to a point located on the southerly line of land of Central Maine Power Company, said point having an approximate coordinate of N 16,454,766.2 E 1,331,329.9 (UTM Zone 19 Feet NAD83).

Easement to Western Mountains Foundation
Plum Creek -- CARRYING PLACE EASEMENT
Carrying Place Township (T2 R3 BKP WKR)

April 1, 2008

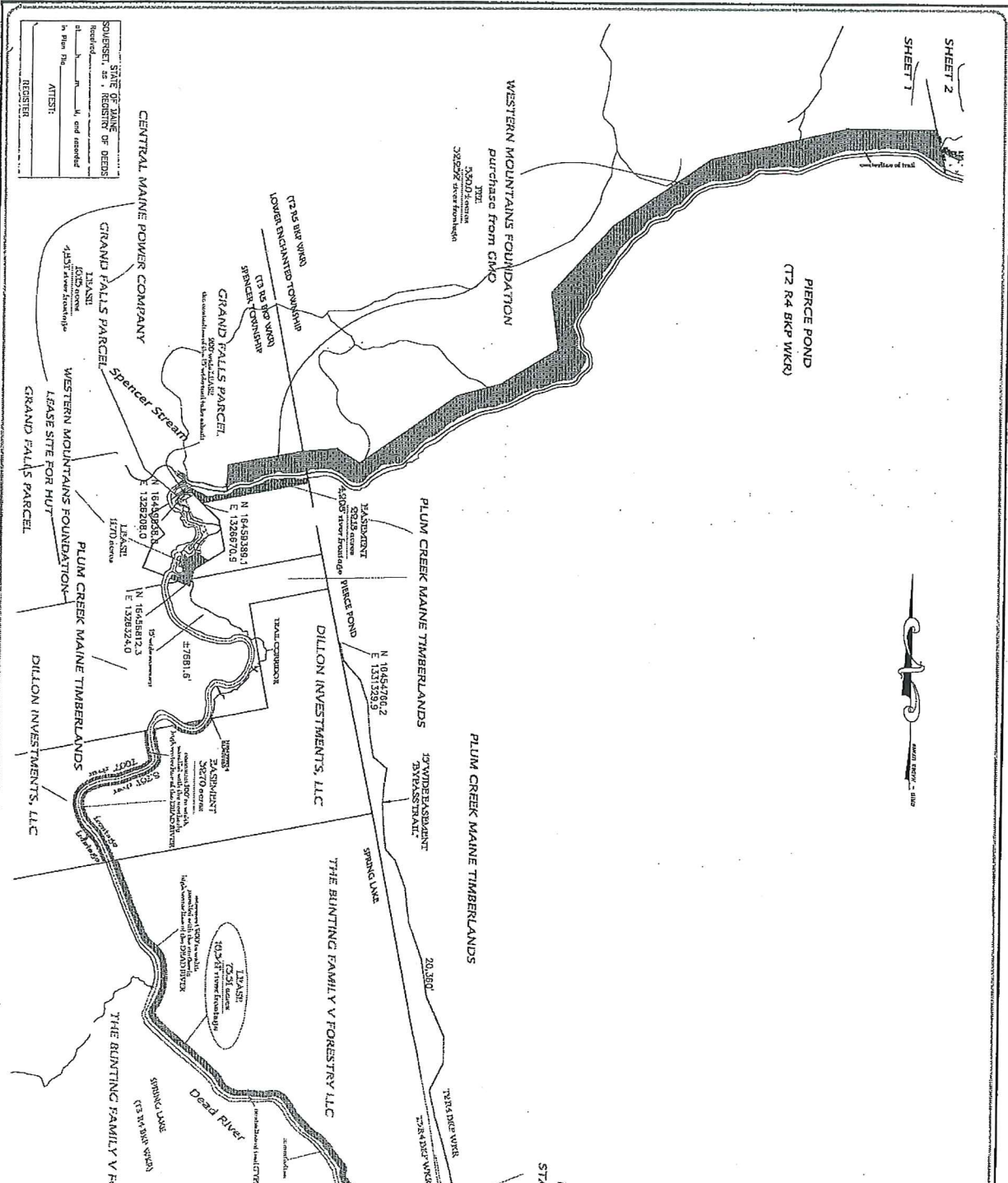
Being an easement 15' in width for purposes of ingress and egress over land of Plum Creek Maine Timberlands leading northerly, westerly, northwesterly, and northerly over an existing trail approximately 6200' in length from the centerline of the trail at or near land of David W. Small and Carolyn B. Small along the centerline of the trail to the southerly line of land of Central Maine Power Company, the centerline of said easement is more particularly described as follows, to wit:

Beginning on the centerline of the main Western Mountains Foundation trail at a point (having an approximate coordinate of N 16,407,599.0 E 1,344,486.9 UTM Zone 19 FEET NAD83) located at the northerly line of land of David W. Small and Carolyn B. Small;

Thence, northwesterly and northerly along the centerline of a trail through land of Plum Creek Maine Timberlands an approximate distance of six thousand two hundred (6200) feet to a point (having an approximate coordinate of N 16,411,763.0 E 1,341,725.1 UTM Zone 19 FEET NAD83) located on the northerly line of land of Central Maine Power Company.

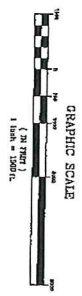
SHEET 2
SHEET 1

PERCE POND
CT2 R4 BKP WKRD



PLAT PREPARED FOR
WESTERN MOUNTAINS FOUNDATION
EASEMENT ACQUISITION ON LAND OF
PLUM CREEK MAINE TIMBERLANDS

LOCATION: SPRING LAKE CT3 R4 BKP WKRD
SPENCER TWP CT3 R5 BKP WKRD
LOWER ENCHANTED TWP CT2 R3 BKP WKRD
SPENCER COUNTY, MAINE
DATE: DECEMBER 13, 2007



NOTES

NOTE 1: THE ROAD RIGHT WAS CREATED USING UNCORRECTED PHOTO LOGS AND IS APPROXIMATE IN ITS LOCATION.

NOTE 2: ONLY THE OLD PARCEL AND THE BARBOI PARCEL HAVE BEEN SURVEYED BY SACKETT & BRAKE SURVEY, INC.

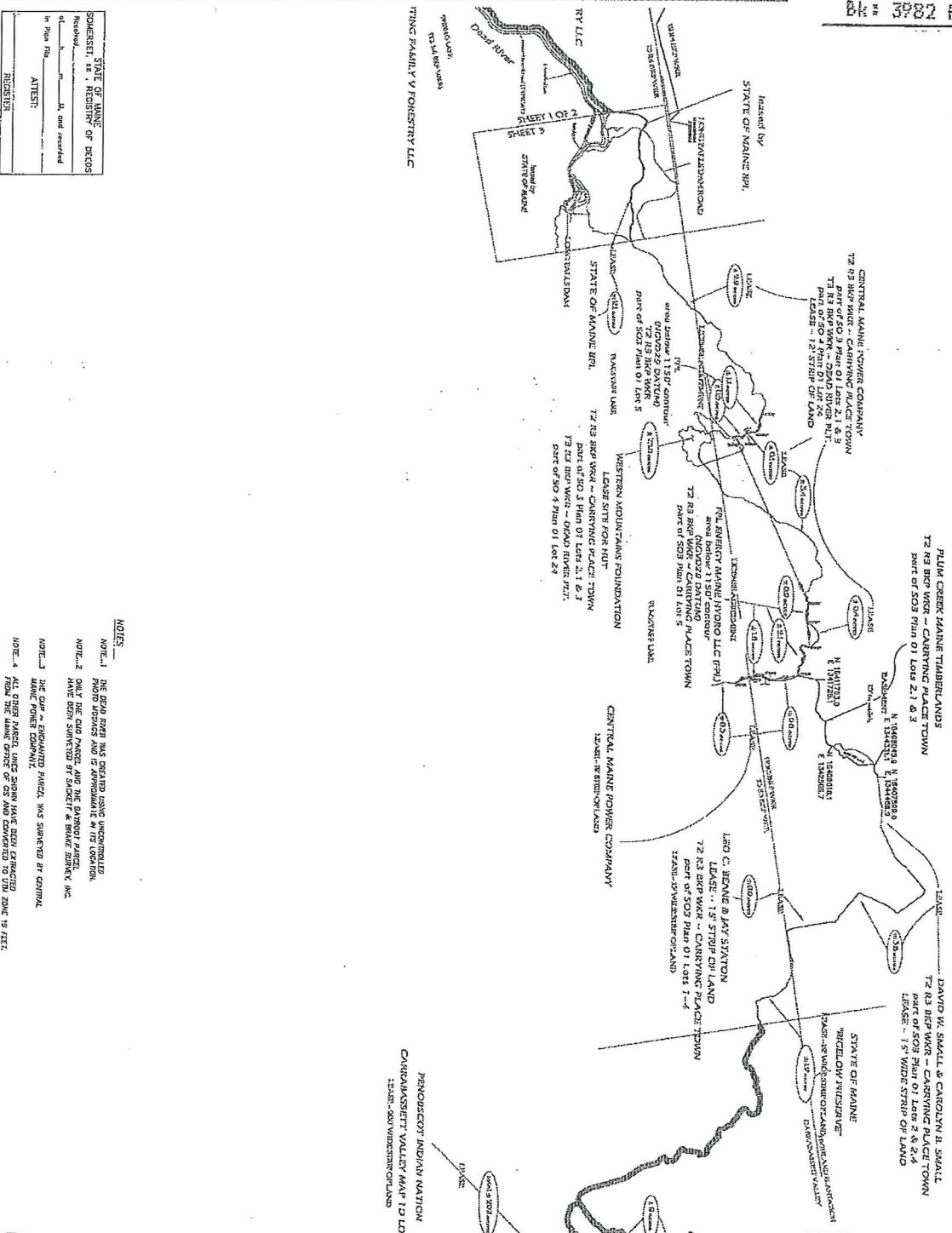
NOTE 3: THE OLD 2-ENCHANTED PARCEL WAS SURVEYED BY CENTRAL MAINE SURVEY, INC.

NOTE 4: ALL BOUNDARY CORNER STAKES HAVE BEEN IDENTIFIED FROM THE MAIN CORNER OF 82 AND CORRECTED TO 019 CORNER 19 FEET.

THE BUNTING FAMILY V FORESTRY LLC
LEASED BY
STATE OF MAINE
STEPHEN W. ZIGLID

PREPARED BY: SACKETT & BRAKE SURVEY, INC.
DANIELS - BRUCE STREET, SPENCER MAINE 04976
P.O. BOX 207, RTE 201 N
SPENCER MAINE 04976
207-474-4444
2007065

272 54 1586 18
303 74 200
4028 204 3886 508
230



PLAT PREPARED FOR:
WESTERN MOUNTAINS FOUNDATION
 EASEMENT ACQUISITION ON LAND OF
PLUM CREEK MAINE TIMBERLANDS
 LOCATION: SPRING LAKE (T3 R4 BKP WKR)
 CARRYING PLACE TOWN (T2 R3 BKP WKR)
 DEAD RIVER PLT (T3 R3 BKP WKR)
 SOMERSET COUNTY, MAINE
 CARRABASSSETT VALLEY
 FRANKLIN COUNTY, MAINE
 DATE: DECEMBER 13, 2007

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

GRAPHIC SCALE
 1 in. = 200 ft.

NOTES:
 NOTE 1: THE DEAD RIVER WAS CREATED USING UNCORRECTED PHOTO RECORDS AND IS APPROXIMATE IN ITS LOCATION.
 NOTE 2: ONLY THE OLD PARCEL AND THE BYWATER PARCEL HAVE BEEN SUBMITTED BY SACKETT & BRACE SURVEY, INC.
 NOTE 3: THE DEAD-BOUNDARY PARCEL WAS SUBMITTED BY CENTRAL MAINE POWER COMPANY.
 NOTE 4: ALL OTHER PARCELS WERE OBTAINED FROM THE 1896 100' X 100' MAP FROM THE LAND RECORDS AND COMPARED TO THE 1896 100' X 100' MAP.

PREPARED BY: SACKETT & BRACE SURVEY, INC.
 100 W. WINDY HOLLOW, 3RD FLOOR, WINDY HOLLOW SQUARE BLDG.
 500 BIRCH ST., RIE 201 N
 207-474-6223
 207-474-6223
 207-474-6223

REGISTER
 STATE OF MAINE
 SOUMERSET COUNTY
 RECEIVED
 IN THIS FILE
 A11551
 REGISTER

Received
 Recorded Register of Deeds
 APR 07, 2008 09:20:45A
 Somerset County
 Diane M Godin

SHEET 3

THE SURVEY CONTAINS WITH THE FIRST SHEET OF THIS MAP THE DEAD RIVER AS SHOWN ON THE PHOTO RECORDS AND IS APPROXIMATE IN ITS LOCATION. ONLY THE OLD PARCEL AND THE BYWATER PARCEL HAVE BEEN SUBMITTED BY SACKETT & BRACE SURVEY, INC. THE DEAD-BOUNDARY PARCEL WAS SUBMITTED BY CENTRAL MAINE POWER COMPANY. ALL OTHER PARCELS WERE OBTAINED FROM THE 1896 100' X 100' MAP FROM THE LAND RECORDS AND COMPARED TO THE 1896 100' X 100' MAP.

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 SOUMERSET COUNTY
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STEPHEN M. GIDDY
 3/3/2008

2007065