

## TRAIL USE LEASE AGREEMENT

**THIS TRAIL USE LEASE AGREEMENT** (the "**Agreement**") is made this 31<sup>st</sup> day of MARCH, 2008, by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having its principal place of business at 83 Edison Drive, Augusta, ME 04336 ("**CMP**") and **WESTERN MOUNTAINS CHARITABLE FOUNDATION**, a Maine not-for-profit corporation with a mailing address of 308 North Main Street, Kingfield, Maine 04947, ("**WMCF**"). CMP hereby grants to WMCF the right to use, for the purposes described below, the following described premises under the following conditions:

### Section One Premises

For the purpose of this Trail Use Lease Agreement the Premises are a certain strip of land, being about twelve (12) wide across four noncontiguous parcels and further described as follows and shown on Exhibit A attached hereto and made a part hereof. Trail 1, 2, 3 and 4 are each the "**Premises**" and collectively, the "**Premises**." All Exhibits referenced herein are incorporated by reference and made a part hereof.

#### Trail 1-Flagstaff Area

A trail located in the Towns of Carrying Place Town Twp, T2 R3 BKP, WKR and Dead River Twp, T3 R3 BKP, WKR, Somerset County, Maine, located easterly of the westerly line and lying above the 1150-foot elevation contour line. More particularly described as a certain strip of land, except for crossing roads, being twelve (12) feet wide, a distance of 31,400', containing about 8.3 acres, and being shown on Exhibit A as Trail 1 ("**Trail 1**") and as shown on Exhibit B and described in Exhibits B2 and B-3 attached hereto and made a part hereof. Trail 1 is subject to the terms and conditions of a Lease between CMP and Western Mountains Foundation, dated July 1, 2005 ("**Lease 1**") and recorded by Memorandum of Lease in Book 3700, Page 282 in said Registry and any amendments thereof. The term for this Agreement shall run consecutively with the term of said Lease. The land subject to the lease is shown on Exhibit B as "**CMP Flagstaff Lease Area**" and described in Exhibit B-1.

Also included in this Agreement are the rights to use certain easements appurtenant to Trail 1 and reserved by CMP in a deed to FPL Energy Maine Hydro LLC dated April 7, 1999 and recorded in Book 2540, Page 1 in said Registry.

#### Trail 2-Grand Falls Dam Lot

A trail located in T3 R4, BKP, WKR Spring Lake Township, Somerset County, Maine, being a portion of the Grand Falls Dam Lot, so called, in the north part of said Township, lying on both sides of the Dead River. That certain strip of land, except for crossing roads, being twelve (12) feet wide, a distance of about 4,550 feet, containing about 1.25 acres, and being shown on Exhibit A as Trail 2 ("**Trail 2**") and as shown on Exhibit C and described in Exhibit C-1, attached hereto and made a part hereof. Trail 2 is subject to the terms and conditions of a Lease between CMP and Western Mountains Foundation, dated July 1, 2005 ("**Lease 2**") and recorded by Memorandum of Lease in Book 3700, Page 279 in said Registry and any amendments thereof. The term for this Agreement shall run consecutively with the term of said Lease.

Trail 3-Enchanted Stream Lot

Four noncontiguous trails located in T2 R5 BKP WKR Lower Enchanted Township, Somerset County, Maine as more particularly described as a certain strip of land, except for crossing roads, each trail being twelve (12) feet wide, a distance of about 6,570 feet, containing about 1.8 acres, and being shown on Exhibit A as Trail 3 (“**Trail 3**”) and as shown on Exhibit D and described in Exhibit D-1, attached hereto and made a part hereof.

Trail 4-Durgin Brook Lot

A trail located in West Forks Plantation, Somerset County, Maine, and more particularly described as a certain strip of land except for crossing roads, being twelve (12) feet wide, a distance of about 2,070 feet, containing about .57 acres, and being shown on Exhibit A as Trail 4 (“**Trail 4**”) and as shown on Exhibit E and described in Exhibit E-1, attached hereto and made a part hereof.

## Section Two Term and Rent

The initial term of this Agreement shall commence on the date of execution as stated in paragraph one and shall expire June 30, 2025 unless sooner terminated as provided herein. On July 10, 2010 and every five years thereafter for the Initial Term and any subsequent extension thereof, CMP and the WMCF will negotiate to extend the lease for a period of twenty (20) years (“**Subsequent Term**”). The Subsequent Term will begin in the year in which the Subsequent Term is agreed to (e.g. the fifth, tenth, fifteenth year, etc.) and end on July 11<sup>th</sup> twenty years thereafter. In no event shall the term be short of this Agreement, whether Initial or Subsequent, be shorter than any term set forth in the Lease 1 or Lease 2. The Parties intend that the terms of this Agreement and Lease 1 and Lease 2, be coterminus.

CMP shall receive recognition for its contribution in granting use of the Premises on signs erected on the Premises and in printed material that publicizes the Trail. In the event CMP provides WMCF with recognition signs, WMCF will place them in appropriate locations along the Trail.

No payment or consideration other than the mutual covenants contained herein shall be paid for this Agreement.

## Section Three Leasehold Mortgages

A. WMCF and every successor and assign of WMCF is hereby given the right by CMP in addition to any other rights herein granted, without CMP's prior written consent, to mortgage its interests in the Lease, or any part or parts thereof, on such terms and conditions as WMCF may desire under one or more leasehold mortgages and to enter into any and all extensions, modifications, amendments, renewals, replacements and refinances thereof as WMCF may desire and to assign this Lease, or any part or, parts thereof, and any sublease or subleases as collateral security for such mortgage(s), upon the condition that all rights acquired under such mortgages shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of CMP herein, none of which covenants,

conditions or restrictions is or shall be waived by CMP by reason of the right given so to mortgage such interest in this Lease, except as expressly provided herein. No leasehold mortgage given by WMCF under the provisions of this Section shall be deemed to be an assignment of this Lease so as to relieve WMCF of its obligations and liabilities under this Lease or to require the assumption of said obligations and liabilities by the holder(s) of such mortgage.

B. CMP agrees that in the event of termination of this Lease by reason of any default by WMCF that the mortgagee will have the right to continue this Lease in effect, provided:

- i. Said mortgagee(s) or its nominee(s) shall make payment to CMP of sums then due to CMP under this Lease.
- ii. Said mortgagee(s) or its nominee(s) shall pay to CMP at the time of the request to continue this Lease in effect any and all sums which would at the time of the execution and delivery thereof be due pursuant to this Lease but for such termination, and in addition thereto, any expenses, including reasonable attorneys' fees, to which CMP shall have been subjected by reason of such default.
- iii. Said mortgagee(s) or its nominee(s) shall perform and observe all covenants herein contained on WMCF's part to be performed and shall further remedy any other conditions which WMCF under the terminated lease was obligated to perform under the terms of this Lease.

#### **Section Four Specific Use**

WMCF's use of the Premises shall not endanger health, create a nuisance, or be incompatible with CMP's use of the Premises in its business as a public utility.

WMCF may only use the Premises for a twelve (12) foot wide paved or unpaved public recreational Trail ("Trail"). The Trail shall be designed and designated so that it will not be used by motorized vehicles such as snowmobiles, ATV's, dirt bikes and other off-road vehicles. This use restriction is not intended to preclude use by motorized wheelchairs and by motorized vehicles engaged in construction, maintenance or repair of the Trail, as provided below. The Premises shall not be used for camping or for any other use without prior written approval from CMP.

WMCF may install improvements such as culverts, small bridges, safety barriers and signs, provided that they do not interfere with CMP's operations, as determined solely by CMP. WMCF, or its agents, may use necessary motorized vehicles for installation of Trail improvements and for Trail maintenance as outlined in Section Six herein.

WMCF's rights under this Agreement are subject to any rights CMP has granted to third parties, even if such rights interfere with WMCF's use of the Premises. CMP also reserves the right to grant rights to third parties for use of all or part of the Premises, even if such rights interfere with WMCF's use of the Premises. However, CMP and its assignees shall work with WMCF to minimize the impact on the Trail, and shall undertake reasonable care not to disturb or damage the Trail or its components. Neither CMP nor CMP's assignees shall be liable to WMCF for any damage to WMCF's property or interference with WMCF's use of the Premises.

CMP may close or relocate the Trail, or portions thereof, on a temporary basis to maintain, repair, replace, or rebuild its utility facilities or to perform necessary land management. WMCF agrees to relocate the trail upon reasonable notice by CMP provided an alternative location acceptable to WMCF is available on CMP lands.

Upon written approval of the Trail location and design by CMP, WMCF shall provide CMP with a plan showing centerline location of the Trail, all improvements to be constructed by WMCF, and the location of CMP's existing poles and guy anchors, if any, located within the above described parcel of CMP ("Trail Plan"). The Trail Plan shall be attached and become part of this Agreement.

#### **Section Five Approval and Timing**

Upon execution of this Agreement, WMCF shall promptly seek and make reasonable effort to obtain all necessary federal, state and local approvals, Agreements and permits. WMCF shall not undertake any construction or installation until WMCF has procured all necessary permits or governmental approvals. WMCF also will assure that its use of the Trail is in compliance with all applicable regulations, including, but not limited to, Department of Environmental Protection wetland regulations.

Prior to the cutting or trimming of any trees on the Premises, WMCF will notify appropriate CMP Vegetation Management personnel and subsequently comply with all requirements and conditions of said tree work and removal as set forth by said CMP representatives.

No signs, Trail markers, reflectors, or notices of any kind will be attached to CMP structures.

No portion of said Trail shall pass between poles on a multi-pole structure, or within 15' of any pole or guy wire. However, if in its final design and layout, any portion of the Trail is found to pass within 15' of a transmission pole or guy wire, the WMCF must construct barriers between said pole or guy wires and the Trail which are adequate to protect them from damage. Said barriers shall be approved with respect to design, composition, and installation in writing by appropriate CMP representatives prior to their installation. The construction and maintenance of said barriers, as well as any relocation by CMP of its transmission poles or guy wires to accommodate the provisions of this Agreement shall be at the WMCF's sole cost and expense.

Prior to any excavation of the Premises, WMCF will notify the Dig Safe Call Center at 1-888-DIG-SAFE and comply with the provisions of both the Maine Dig Safe Statute, M.R.S.A., Title 23, Section 3360-A and the Overhead High-Voltage Line Safety Act, M.R.S.A., Title 35A, Section 751, et seq., Chapter 7-A. In the event that WMCF does not receive any necessary permits or approvals within two (2) years of the commencement of this Agreement, and the parties have not previously agreed to an extension of this time frame, this Agreement shall be null and void and CMP and WMCF shall have no further obligations to each other with respect to the subject matter of this Agreement, except for WMCF's obligations under Section Ten below.

### **Section Six Waste**

WMCF shall take all reasonable precautions to ensure that construction, operation and maintenance of the Trail and all associated uses will occur in a manner that will protect the scenic, recreational, and environmental values of the Premises.

WMCF will not make or suffer any waste of the Premises.

### **Section Seven Operation and Maintenance**

WMCF shall perform or arrange for the performance of routine and major maintenance and repair of all improvements related to the construction and use of the Trail located on the Premises, so that they remain orderly and safe. WMCF shall also take reasonable steps to keep the Premises free of litter, such as cans and paper goods. WMCF shall also maintain the Trail in a safe condition, including grading, bridge and culvert construction, maintenance of vegetation affecting the Trail and maintenance of all non-CMP mandated signs. WMCF shall, through its regular publications to its members and public notices relating to the Premises, inform its members and the public of the uses of the Premises permitted under this Agreement. WMCF shall also, through its stewardship program, make reasonable efforts to enforce compliance with such uses and prevent harm or damage to the Premises, including dumping.

CMP may periodically inspect the Premises to determine if maintenance may be necessary and shall notify WMCF within a reasonable time period after discovery by CMP of any necessary maintenance to be performed by WMCF.

In event that WMCF fails promptly to perform its obligations under this Section, CMP may, fourteen (14) days after mailing written notice to WMCF, perform the obligation and invoice WMCF for the reasonable cost of performing the obligation, which costs WMCF shall promptly pay. CMP is under no obligation to perform WMCF's obligations.

### **Section Eight Requirements of Law**

WMCF and CMP shall comply with all governmental laws, orders, ordinances and regulations and with any lawful order of any public officer or officials.

### **Section Nine Surrender of Premises**

Upon expiration of the term or other termination of this Agreement, whether by reason of lapse or time or WMCF's default or otherwise, WMCF shall quit and surrender the Premises, together with all improvements thereon, to CMP in as good order and condition as they are in or may be put into by CMP or WMCF, except for ordinary wear and tear.

### **Section Ten Insurance**

WMCF covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this Agreement and any extension thereof for the mutual benefit of CMP and WMCF, a comprehensive general liability insurance policy against claims for damage to persons and property arising out of the use and occupancy of the Premises or any part or parts thereof, with a combined single limit of One Million Dollars (\$1,000,000.00) with no more than a Ten Thousand Dollar (\$10,000.00) deductible.

All insurance required under this Section shall name CMP as an additional insured and shall be issued by an insurer rated B+13 by the latest Best's rating guide. WMCF shall provide CMP with a Certificate of Insurance prior to the commencement of this Agreement. Such Certificate shall state that no material change or cancellation of the insurance coverage can be effective unless and until ten (10) days prior written notice has been given to CMP for cancellation for non-payment and thirty (30) days prior written notice for all other reasons for change or cancellation. Should any policy be canceled during the term of this Agreement and WMCF fails to immediately procure equivalent insurance, CMP shall have the right, at its option but without any duty to do so, to: (1) cancel this Agreement at the lapse of the policy; or, (2) to procure such insurance and to pay the premiums therefore, and all such premiums paid by CMP together with interest from the time of payment until repaid by WMCF, shall be repaid to CMP on demand as additional rent, and, without limiting CMP's remedies, WMCF's failure to repay the same, shall constitute a default under this Agreement.

### **Section Eleven – Release Indemnification**

WMCF is fully familiar with the physical condition of the Premises. CMP has made no representations of whatever nature in connection with the condition of the Premises and WMCF accepts the Premises "as is". Without limiting the foregoing, CMP does warrant and represent that it has sufficient interest in all or any part of the Premises for WMCF to exercise the rights described herein. CMP shall not be liable for any latent or patent defects therein.

Neither CMP, nor its parent company or their affiliates, and its and their directors, officers, employees, agents, contractors, successors and assigns shall be liable for, and WMCF hereby releases them from, all claims of any kind or nature, including but not limited to claims for loss of life, personal injury or damage to property sustained by WMCF or any person claiming through WMCF resulting from any accident, occurrence or condition in or upon the Premises or related to this Agreement, except for damage caused solely by negligent acts or omissions of CMP.

WMCF shall be responsible for any and all damage and related costs caused by the existence of any toxic or hazardous matter, substance or waste caused or allowed, with knowledge of the WMCF, to be brought onto the Premises by WMCF or its employees, members, officers, directors, contractors, agents or invitees during the term of this Agreement or any extension thereof, unless placed there by CMP or occurring on the Premises prior to the date hereof, and shall indemnify and hold harmless CMP and its parent company or their affiliates, and its and their directors, officers, employees, agents, contractors, successors and assigns from and against all claims, actions, damages, liability and expense, including attorneys' fees, arising from or out of the existence of such hazardous matter, substance or waste.

Each party shall be liable for their own attorneys' fees in litigating any matter arising between the parties concerning the enforcement or interpretation of this Agreement.

The provision of this Section shall survive cancellation or termination of this Agreement.

**Section Twelve  
Default**

WMCF shall be deemed to be in default under the Agreement if it fails to fully comply with any term or condition of this Agreement within thirty (30) days after receipt of written notice from CMP of any such failure to correct the conditions specified in the notice; provided that if such condition cannot reasonably be cured within thirty (30) days, WMCF shall not be in default if it promptly commences the cure and continues diligently. However, WMCF may be required to correct the condition causing the breach in less than thirty (30) days if necessary to protect the public health or safety, abate a nuisance, or prevent damage to the Premises.

If an event of default occurs as described above, CMP shall have the option to pursue one or more of the following remedies, without notice or demand, in addition to any other remedies provided in this Agreement, in equity or at law:

- a. terminate this Agreement; and
- b. recover from WMCF all damages proximately resulting from the breach, which damages shall be deemed to include without limitation, damages to the Premises, the cost of recovering the Premises, and CMP's reasonable attorney's fees necessary to enforce obligations under this Agreement.

**Section Thirteen  
Notices**

Any notice under this Agreement shall be in writing and shall be deemed to be delivered when mailed by registered or certified mail, postage prepaid, addressed to the address of such party set forth below.

WMCF

Western Mountains Charitable Foundation  
375 Main Street  
Kingfield, Maine 04947  
Attn: Larry Warren

CMP

Central Maine Power Company  
CMP Real Estate Services  
83 Edison Drive  
Augusta, ME 04336

Either party may change its above address by giving notice of the change to the other party of such change of address to become effective for all purposes hereunder three (3) days after such notice is given.

#### **Section Fourteen Contact Person**

In order to facilitate communication between CMP and WMCF, each party will designate a contact person for communications necessary under this Agreement other than formal notices, which notices shall be sent in accordance with the written notice provisions of this Agreement.

#### **Section Fifteen No Waiver**

Failure of CMP to complain of any act or omission on the part of the WMCF, no matter how long the same may continue, shall not be deemed to be a waiver by said CMP of any of its rights hereunder. No waiver by CMP at any time, express or implied, of any breach of any provision of this Agreement, shall be deemed a waiver of such provision or of a subsequent breach of the same of any other provision.

#### **Section Sixteen Assignment**

WMCF shall not assign this Agreement or its rights hereunder nor sublet the Premises or any part thereof without the prior written consent of CMP.

#### **Section Seventeen Authorization**

WMCF hereby warrants and represents that the execution of this Agreement and the carrying out of all acts required of WMCF by the terms of this Agreement have been properly and effectively approved and authorized by WMCF in accordance with the Maine State Constitution, the Maine Revised Statutes, and the Articles of Incorporation and Bylaws of WMCF.

#### **Section Eighteen Miscellaneous Provisions**

If any covenant, provision or condition of this Agreement or the application thereof to any person or circumstances shall be declared to any extent to be invalid or unenforceable, the remainder of this Agreement, or application thereof shall remain in full force and effect.

This Agreement shall inure to and be binding upon the respective successors and permitted assigns of the parties.

No waivers, alterations or modifications of this Agreement shall be valid unless in writing and duly executed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Maine.



The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the paragraphs of this Agreement or in any way affect this Agreement.

The covenants, provisions and conditions contained in this Agreement constitute the entire agreement between the parties and shall supersede all previous communications, representations, or agreements either verbal or written between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on their behalf as of the date first written above.

**CENTRAL MAINE POWER COMPANY**

By: *Kenneth H. Freye*  
Kenneth H. Freye  
Manager, Real Estate Services

**WESTERN MOUNTAINS CHARITABLE FOUNDATION**

By: *Larry Warren*  
Name: LARRY WARREN  
Its PRESIDENT

STATE OF MAINE  
Kennebec, ss.

March 31, 2008

The above named Kenneth H. Freye, Manager, Real Estate Services, personally appeared before me and acknowledged the foregoing Agreement to be his/her free act and deed in his/her said capacity and the free act and deed of said CENTRAL MAINE POWER COMPANY.

*Deresa Despres* **SEAL**  
Notary Public  
Notary Public, Maine  
Commission Expires August 17, 2013

STATE OF MAINE  
FRANKLIN, ss.

March 28, 2008

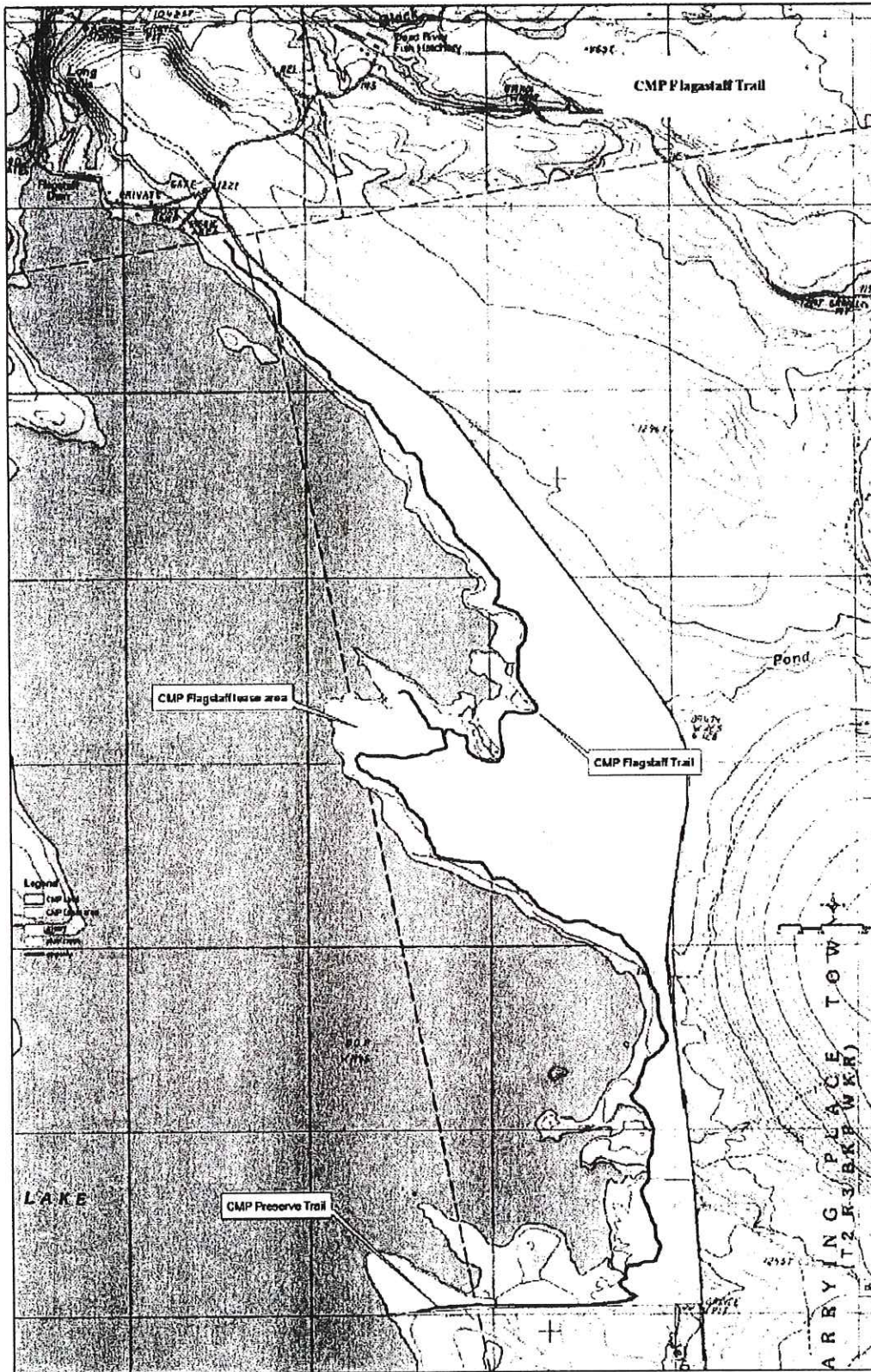
The above named LARRY WARREN personally appeared before me and acknowledged the foregoing Agreement to be his/her free act and deed in his/her said capacity and the free act and deed of said WESTERN MOUNTAINS CHARITABLE FOUNDATION. **SEAL**

*Barbara Nickerson*  
Notary Public  
BARBARA NICKERSON  
C.M. Exp. JUNE 25, 2014

EXHIBIT A



EXHIBIT B



**EXHIBIT B-1**

Central Maine Power Company  
Lease to  
Western Mountains Foundation  
75 acres

A certain lot or parcel of land situated on a peninsula on the southeasterly shore of Flagstaff Lake in the Townships of Carrying Place Town (T2 R3 BKP WKR) and Dead River (T3 R3 BKP WKR) in the County of Somerset and State of Maine bounded and described as follows, to wit:

Beginning on the southeasterly shore of Flagstaff Lake on the 1150 foot contour (USGS Datum – NGVD29 FEET) at a point having a north coordinate of N 16,420,852.28 and an east coordinate of E 1,336,550.87 Datum UTM Zone 19 FEET NAD83;

Thence, northerly, easterly and southerly, or as the course may be, along the 1150 foot contour an approximate distance of eight thousand one hundred fifty-five (8155) feet to an unmonumented point located at a north coordinate of N 16,421,547.82 and an east coordinate of E 1,338,451.45 Datum UTM Zone 19 FEET NAD83;

Thence, westerly on a course of S 69°-53'-58" W through land of Central Maine Power Company a distance of two thousand twenty-three and eighty-six hundredths (2023.86) feet to the point and place of beginning. Containing 75 acres of land, more or less.

**EXHIBIT B-2**

## CMP Flagstaff Trail

A certain lot or parcel of land being a lease area twelve (12) feet in width situated easterly of, but not abutting, the southeasterly shore of Flagstaff Lake and westerly of, but not abutting, Long Falls Dam Road in the townships of Carrying Place Town (T2 R3 BKP WKR) and Dead River (T3 R3 BKP WKR), Somerset County, Maine, the centerline of said lease is as follows:

Beginning at an unmonumented point (having a north coordinate of N 16,430,541 and an east coordinate of E 1,333,966 Datum UTM Zone 19 FEET NAD83) located on the southerly line of land leased by the State of Maine;

Thence, southerly through land of Central Maine Power Company on the following courses and distances:

S 46°-00'-18" E two hundred one and seventy hundredths (201.70) feet;  
 S 03°-44'-46" E two hundred ten and sixty hundredths (210.60) feet;  
 S 31°-22'-23" E one hundred twenty and fourteen hundredths (120.14) feet;  
 S 54°-16'-21" E one hundred seventy-five and sixty-six hundredths (175.66) feet;  
 S 49°-09'-59" E one hundred thirty-three and ninety-two hundredths (133.92) feet;  
 S 72°-30'-43" E one hundred ninety-one and forty-eight hundredths (191.48) feet;  
 S 50°-32'-48" E three hundred thirty-eight and fifty-nine hundredths (338.59) feet;  
 S 24°-51'-49" E one hundred sixty-nine and fifty-eight hundredths (169.58) feet;  
 S 04°-15'-14" E three hundred three and fifty-six hundredths (303.56) feet;  
 S 02°-07'-16" E one hundred thirty-five and nineteen hundredths (135.19) feet;  
 S 45°-35'-05" E three hundred forty-six and seventy-five hundredths (346.75) feet;  
 S 35°-04'-39" E three hundred forty-three and ninety-two hundredths (343.92) feet;  
 S 58°-45'-03" E three hundred one and forty-two hundredths (301.42) feet;  
 S 45°-50'-33" E two hundred forty and sixty-two hundredths (240.62) feet;  
 S 07°-51'-12" E one hundred nine and eighty-six hundredths (109.86) feet;  
 S 53°-44'-46" E one hundred sixteen and thirty-four hundredths (116.34) feet;  
 S 39°-13'-32" E seventy-nine and twelve hundredths (79.12) feet;  
 S 63°-18'-09" E two hundred forty-two and twenty-three hundredths (242.23) feet;  
 S 48°-10'-47" E one hundred ninety-one and thirty-five hundredths (191.35) feet;  
 S 69°-48'-20" E two hundred thirty-one and ninety-two hundredths (231.92) feet;  
 S 29°-56'-18" E two hundred seventy-five and seventy-one hundredths (275.71) feet;  
 S 35°-45'-39" E three hundred thirty-six and six hundredths (336.06) feet;  
 S 60°-35'-04" E one hundred thirty-four and ninety-nine hundredths (134.99) feet;  
 S 28°-31'-06" E one hundred thirty-one and fifty-four hundredths (331.54) feet;  
 S 84°-59'-13" E one hundred eighty-three and twenty-three hundredths (183.23) feet;  
 S 42°-09'-45" E one hundred ninety-four and forty-one hundredths (194.41) feet;  
 S 00°-17'-01" E one hundred sixty-one and seventy-two hundredths (161.72) feet;  
 S 10°-08'-09" E one hundred forty-five and fifty-eight hundredths (145.58) feet;  
 S 11°-02'-47" E two hundred four and seventy-four hundredths (204.74) feet;  
 S 26°-58'-22" E one hundred and sixty-one hundredths (100.61) feet;  
 S 51°-38'-55" E two hundred seventy-eight and seventy hundredths (278.70) feet;  
 S 33°-22'-51" E four hundred fifty-two and fifty-three hundredths (452.53) feet;  
 S 07°-58'-11" W eighty and eighty-four hundredths (80.84) feet;  
 S 37°-24'-19" E two hundred five and sixty hundredths (205.60) feet;

S 51°-56'-44" E four hundred twenty-six and zero hundredths (426.00) feet;  
 S 37°-03'-52" E one hundred eighty-eight and sixty-two hundredths (188.62) feet;  
 S 36°-29'-55" E two hundred seventy-one and eighty-eight hundredths (271.88) feet;  
 S 48°-41'-29" E one hundred five and fifty-one hundredths (105.51) feet;  
 S 03°-17'-21" W two hundred seventy-nine and six hundredths (279.06) feet;  
 S 32°-49'-43" W one hundred forty-seven and sixty-seven hundredths (147.67) feet;  
 S 68°-52'-49" E one hundred ninety-nine and ninety-seven hundredths (199.97) feet;  
 S 71°-51'-43" E two hundred forty-four and thirty-one hundredths (244.31) feet;  
 S 33°-46'-56" E two hundred seventy-six and forty-four hundredths (276.44) feet;  
 S 12°-38'-32" E eighty-seven and seventy-nine hundredths (87.79) feet;  
 S 10°-41'-32" W one hundred sixteen and fifty-one hundredths (116.51) feet;  
 S 02°-07'-16" E sixty-four and eighty-nine hundredths (64.89) feet;  
 S 37°-52'-30" W two hundred nineteen and seven hundredths (219.07) feet;  
 S 04°-11'-06" E one hundred sixty-four and fifty-six hundredths (164.56) feet;  
 S 02°-47'-07" W one hundred forty-eight and twenty-eight hundredths (148.28) feet;  
 S 03°-07'-30" W one hundred ninety-five and thirty-one hundredths (195.31) feet;  
 S 26°-01'-44" E one hundred seventy-one and twenty-one hundredths (171.21) feet;  
 S 35°-37'-40" E two hundred three and fifty-seven hundredths (203.57) feet;  
 S 40°-59'-09" E two hundred twenty-two and eighty-five hundredths (222.85) feet;  
 S 18°-51'-11" E fifty-nine and seventy-four hundredths (59.74) feet;  
 S 18°-55'-29" W fifty-one and two hundredths (51.02) feet;  
 S 74°-03'-17" W eighty and thirty-one hundredths (80.31) feet;  
 S 78°-50'-47" W one hundred twenty-eight and eighteen hundredths (128.18) feet;  
 N 80°-21'-56" W eighty-two and twenty-four hundredths (82.24) feet;  
 N 79°-36'-10" W one hundred fifty-two and eighty-one hundredths (152.81) feet;  
 S 86°-12'-16" W one hundred thirty-three and ninety-three hundredths (133.93) feet;  
 S 38°-09'-26" W one hundred seventy-two and three hundredths (172.03) feet;  
 S 00°-00'-00" W two hundred forty-six and thirty-nine hundredths (246.39) feet;  
 S 09°-15'-09" E two hundred fifteen and ten hundredths (215.10) feet;  
 S 09°-15'-09" E sixty-six and eighty-seven hundredths (66.87) feet;  
 S 02°-14'-04" W sixty-six and forty-four hundredths (66.44) feet;  
 S 06°-34'-55" W thirty-six and nine hundredths (36.09) feet;  
 S 32°-18'-23" W seventy and seventy-two hundredths (70.72) feet;  
 S 41°-29'-47" W eighty-five and eighty-seven hundredths (85.87) feet;  
 N 89°-23'-26" W one hundred sixteen and twenty-six hundredths (116.26) feet;  
 N 70°-45'-02" W one hundred sixty-five and six hundredths (165.06) feet;  
 N 68°-22'-09" W one hundred fifty-four and thirty-four hundredths (154.34) feet;  
 N 54°-26'-42" W one hundred twenty-six and sixty-three hundredths (126.63) feet;  
 N 19°-37'-53" W one hundred five and sixty-six hundredths (105.66) feet;  
 N 11°-34'-49" E eighty and forty-four hundredths (80.44) feet;  
 N 16°-56'-05" W one hundred six and thirty-nine hundredths (106.39) feet;  
 N 85°-06'-03" W eighty-six and eighty-nine hundredths (86.89) feet;  
 N 67°-22'-48" W ninety-six and forty-seven hundredths (96.47) feet;  
 N 47°-54'-39" W one hundred three and thirty-three hundredths (103.33) feet;  
 N 87°-05'-20" W ninety-four and twelve hundredths (94.12) feet;  
 S 27°-05'-44" W one hundred nineteen and ninety-six hundredths (119.96) feet;  
 S 17°-46'-17" E two hundred three and forty-two hundredths (203.42) feet;  
 S 65°-25'-58" W ninety-five and fifty-eight hundredths (95.58) feet;

S 79°-19'-49" W one hundred seventy-four and thirty-eight hundredths (174.38) feet;  
S 53°-36'-56" W one hundred seventeen and twenty-three hundredths (117.23) feet;  
N 84°-48'-20" W one hundred nine and seventy-three hundredths (109.73) feet;  
S 78°-12'-57" W three hundred forty-four and seventeen hundredths (344.17) feet;  
N 77°-30'-12" W two hundred fifty-two and seventy-three hundredths (252.73) feet;  
S 78°-26'-24" W eighty-seven and seventy-two hundredths (87.72) feet;  
N 88°-47'-19" W two hundred fifteen and fifty-four hundredths (215.54) feet;  
N 79°-02'-45" W one hundred two and seventy-eight hundredths (102.78) feet;  
N 76°-11'-42" W one hundred seventeen and thirty-two hundredths (117.32) feet;  
S 36°-08'-21" W one hundred twenty-two and fifty-four hundredths (122.54) feet;  
S 17°-35'-12" E one hundred fifty-two and ninety-eight hundredths (152.98) feet;  
S 36°-13'-08" E fifty-seven and thirty hundredths (57.30) feet;  
S 66°-57'-23" E ninety-four and eighty hundredths (94.80) feet;  
S 86°-29'-47" E thirty-one and ninety-six hundredths (31.96) feet;  
S 50°-23'-43" E one hundred sixty-six and forty-seven hundredths (166.47) feet;  
N 83°-11'-55" E seventy-one and forty-seven hundredths (71.47) feet;  
S 65°-41'-44" E eighty-eight and fifty-eight hundredths (88.58) feet;  
S 70°-52'-29" E eighty-five and forty-five hundredths (85.45) feet;  
S 49°-21'-04" E eighty-four and ninety-five hundredths (84.95) feet;  
S 56°-34'-45" E one hundred fifty-three and sixty-six hundredths (153.66) feet;  
S 27°-40'-52" W forty-four and eighty-five hundredths (44.85) feet;  
S 54°-41'-20" E ninety-five and seventy-four hundredths (95.74) feet;  
S 26°-44'-14" E ninety-six and ninety-five hundredths (96.95) feet;  
S 23°-27'-58" E one hundred eighty-three and eleven hundredths (183.11) feet;  
S 58°-27'-55" E one hundred thirty-four and forty-four hundredths (134.44) feet;  
S 46°-28'-53" E two hundred thirteen and sixty-eight hundredths (213.68) feet;  
S 19°-11'-29" E one hundred twenty-four and seventy-seven hundredths (124.77);  
S 06°-42'-35" E fifty-five and seventy-two hundredths (55.72) feet;  
S 08°-07'-48" E eighty-two and eighty-six hundredths (82.86) feet;  
S 26°-59'-45" E one hundred sixteen and seventeen hundredths (116.17) feet;  
S 29°-00'-55" E one hundred eighty-three and eighty-nine hundredths (183.89) feet;  
S 05°-49'-35" W thirty-two and seven hundredths (32.07) feet;  
S 17°-06'-10" E fifty-three and thirteen hundredths (53.13) feet;  
S 61°-05'-13" E one hundred twenty-seven and ninety-two hundredths (127.92) feet;  
S 80°-25'-33" E three hundred twenty-eight and eighty hundredths (328.80) feet;  
S 84°-07'-15" E two hundred eighty-six and one hundredths (286.01) feet;  
N 84°-24'-30" E ninety-three and fifty-four hundredths (93.54) feet;  
S 55°-57'-15" E fifty-eight and fourteen hundredths (58.14) feet;  
S 33°-31'-50" E one hundred twenty-nine and sixty-five hundredths (129.65) feet;  
S 34°-33'-45" E seventy-one and fifteen hundredths (71.15) feet;  
S 36°-43'-04" E one hundred forty-seven and one hundredths (147.01) feet;  
N 59°-08'-45" E fifty-eight and thirty-nine hundredths (58.39) feet;  
S 86°-37'-13" E one hundred sixty-five and sixty-five hundredths (165.65) feet;  
S 61°-00'-56" E one hundred three and forty-five hundredths (103.45) feet;  
S 49°-06'-36" E one hundred fifty-four and sixteen hundredths (154.16) feet;  
S 34°-29'-02" E seventy-eight and nineteen hundredths (78.19) feet;  
S 71°-38'-18" E one hundred sixty-one and twenty hundredths (161.20) feet;  
S 30°-04'-07" E one hundred fourteen and thirty-five hundredths (114.35) feet;

S 44°-16'-07" E one hundred eight and nineteen hundredths (108.19) feet;  
S 38°-14'-02" E one hundred nine and forty-one hundredths (109.41) feet;  
S 60°-23'-25" E one hundred thirty-seven and four hundredths (137.04) feet;  
S 62°-49'-28" E one hundred sixty-three and ninety-three hundredths (163.93) feet;  
S 74°-03'-17" E one hundred four and twenty-seven hundredths (104.27) feet;  
S 45°-58'-16" E one hundred eight and sixty-six hundredths (108.66) feet;  
S 80°-19'-36" E one hundred sixteen and twenty-four hundredths (116.24) feet;  
N 77°-25'-01" E seventy-four and seventy-one hundredths (74.71) feet;  
N 88°-34'-04" E seventy-eight and fifteen hundredths (78.15) feet;  
N 80°-43'-39" E ninety-six and ninety-seven hundredths (96.97) feet;  
S 71°-52'-11" E seventy-seven and forty-one hundredths (77.41) feet;  
S 58°-56'-13" E one hundred ninety-three and five hundredths (193.05) feet;  
S 71°-50'-34" E one hundred twenty-seven and forty-four hundredths (127.44) feet;  
S 64°-21'-57" E one hundred ninety-seven and fourteen hundredths (197.14) feet;  
S 77°-26'-18" E one hundred twenty-two and seventy-three hundredths (122.73) feet;  
S 30°-57'-50" E two hundred one and twenty hundredths (201.20) feet;  
S 50°-26'-00" E one hundred seventy-nine and eighty-nine hundredths (179.89) feet;  
S 63°-08'-17" E fifty-six and nineteen hundredths (56.19) feet;  
S 35°-47'-51" E two hundred fifty and forty-three hundredths (250.43) feet;  
S 15°-47'-51" E one hundred thirty-eight and seventy hundredths (138.70) feet;  
S 16°-33'-05" E one hundred sixty-nine and twelve hundredths (169.12) feet;  
S 10°-18'-17" E fifty-eight and twenty-three hundredths (58.23) feet;  
S 29°-18'-53" E two hundred thirty-six and sixty-nine hundredths (236.69) feet;  
S 09°-41'-20" E one hundred sixty-two and forty-seven hundredths (162.47) feet;  
S 04°-20'-24" W one hundred forty-six and twenty-five hundredths (146.25) feet;  
S 13°-31'-35" E two hundred eighty-three and ninety-two hundredths (283.92) feet;  
S 30°-40'-26" E one hundred fifty-four and forty-two hundredths (154.42) feet;  
S 06°-22'-25" E one hundred twenty-three and sixteen hundredths (123.16) feet;  
S 34°-48'-26" W two hundred thirty-one and fifty-three hundredths (231.53) feet;  
S 65°-27'-44" W sixty-five and eighty-four hundredths (65.84) feet;  
S 34°-44'-35" W forty-nine and twelve hundredths (49.12) feet;  
S 62°-31'-32" W seventy-three and thirty-eight hundredths (73.38) feet;  
S 54°-34'-37" W one hundred thirteen and forty-five hundredths (113.45) feet;  
S 17°-06'-47" W two hundred sixty-seven and seventy-one hundredths (267.71) feet;  
S 29°-16'-05" W sixty-seven and ninety-one hundredths (67.91) feet;  
S 13°-42'-25" W one hundred thirty-seven and thirty-eight hundredths (137.38) feet;  
S 08°-29'-20" W forty-four and ten hundredths (44.10) feet;  
S 39°-37'-24" W seventy-eight and sixty-one hundredths (78.61) feet;  
S 44°-29'-02" W one hundred two and twenty hundredths (102.20) feet;  
S 37°-08'-19" E one hundred eleven and seven hundredths (111.07) feet;  
S 49°-49'-37" E one hundred three and ninety-five hundredths (103.95) feet;  
S 55°-20'-41" E one hundred seventeen and ninety-three hundredths (117.93) feet;  
S 24°-19'-56" E two hundred seventy-six and fifty-two hundredths (276.52) feet;  
S 24°-42'-47" E one hundred twenty-six and fourteen hundredths (126.14) feet;  
S 06°-41'-43" W one hundred fifty and seventy-seven hundredths (150.77) feet;  
S 04°-01'-10" W two hundred forty-one and forty-eight hundredths (241.48) feet;  
S 23°-31'-13" W one hundred thirty-seven and four hundredths (137.04) feet;  
S 20°-04'-55" W sixty-four and forty-seven hundredths (64.47) feet;



S 05°-11'-40" W thirty-five and ninety-five hundredths (35.95) feet;  
S 00°-32'-26" E sixty-nine and one hundredths (69.01) feet;  
S 19°-14'-58" E forty-three and forty-four hundredths (43.44) feet;  
S 10°-18'-17" E twenty-nine and twelve hundredths (29.12) feet;  
S 11°-44'-19" W fifty-one and twenty hundredths (51.20) feet;  
S 10°-11'-29" E fifty-eight and eighty-seven hundredths (58.87) feet;  
S 05°-11'-40" W twenty-one and fifty-seven hundredths (21.57) feet;  
S 31°-13'-06" W twenty-five and twelve hundredths (25.12) feet;  
S 34°-45'-04" W one hundred twenty-six and seventy-eight hundredths (126.78) feet;  
S 31°-41'-27" W eighty-seven and ninety-nine hundredths (87.99) feet;  
S 11°-27'-32" E ninety-eight and thirty-one hundredths (98.31) feet;  
S 13°-51'-40" E fifty-one and sixty-three hundredths (51.63) feet;  
S 24°-58'-26" E fifty-two and forty-three hundredths (52.43) feet;  
S 27°-37'-03" E one hundred ten and ninety-five hundredths (110.95) feet;  
S 16°-10'-43" E two hundred nineteen and sixty-four hundredths (219.64) feet;  
S 28°-05'-41" E one hundred nine and eight hundredths (109.08) feet;  
S 39°-59'-13" E twenty-one and seven hundredths (21.07) feet;  
S 06°-18'-03" E two hundred fifty-one and fifty-two hundredths (251.52) feet;  
S 37°-45'-07" E one hundred forty-eight and eighty-seven hundredths (148.87) feet;  
S 21°-33'-00" W two hundred seventy-eight and thirty-four hundredths (278.34) feet;  
S 53°-03'-16" W twenty-three and forty-two hundredths (23.42) feet;  
S 88°-26'-24" W one hundred ninety-one and forty hundredths (191.40) feet;  
S 56°-18'-36" W ninety-five and fifty-eight hundredths (95.58) feet;  
S 85°-41'-02" W two hundred one and twenty-nine hundredths (201.29) feet;  
S 24°-22'-35" W eighty-eight and seventy hundredths (88.70) feet;  
S 10°-53'-08" W sixty-six and eighty-five hundredths (66.85) feet;  
S 05°-16'-47" E seventy-seven and four hundredths (77.04) feet;  
S 62°-51'-54" W thirty-two and twenty-five hundredths (32.25) feet;  
S 71°-33'-54" W forty-four and twenty-four hundredths (44.24) feet;  
S 46°-43'-12" W sixty-three and fifty-three hundredths (63.53) feet;  
S 12°-31'-44" E fifty-eight and nineteen hundredths (58.19) feet;  
S 50°-25'-48" E two hundred thirty-five and eighty-two hundredths (235.82) feet;  
S 68°-39'-15" E one hundred seventeen and ninety-one hundredths (117.91) feet to an unmonumented point (having a north coordinate of N 16,411,750 and an east coordinate of E 1,341,312 Datum UTM Zone 19 FEET NAD 83).

**EXHIBIT B-3**

## CMP - Preserve

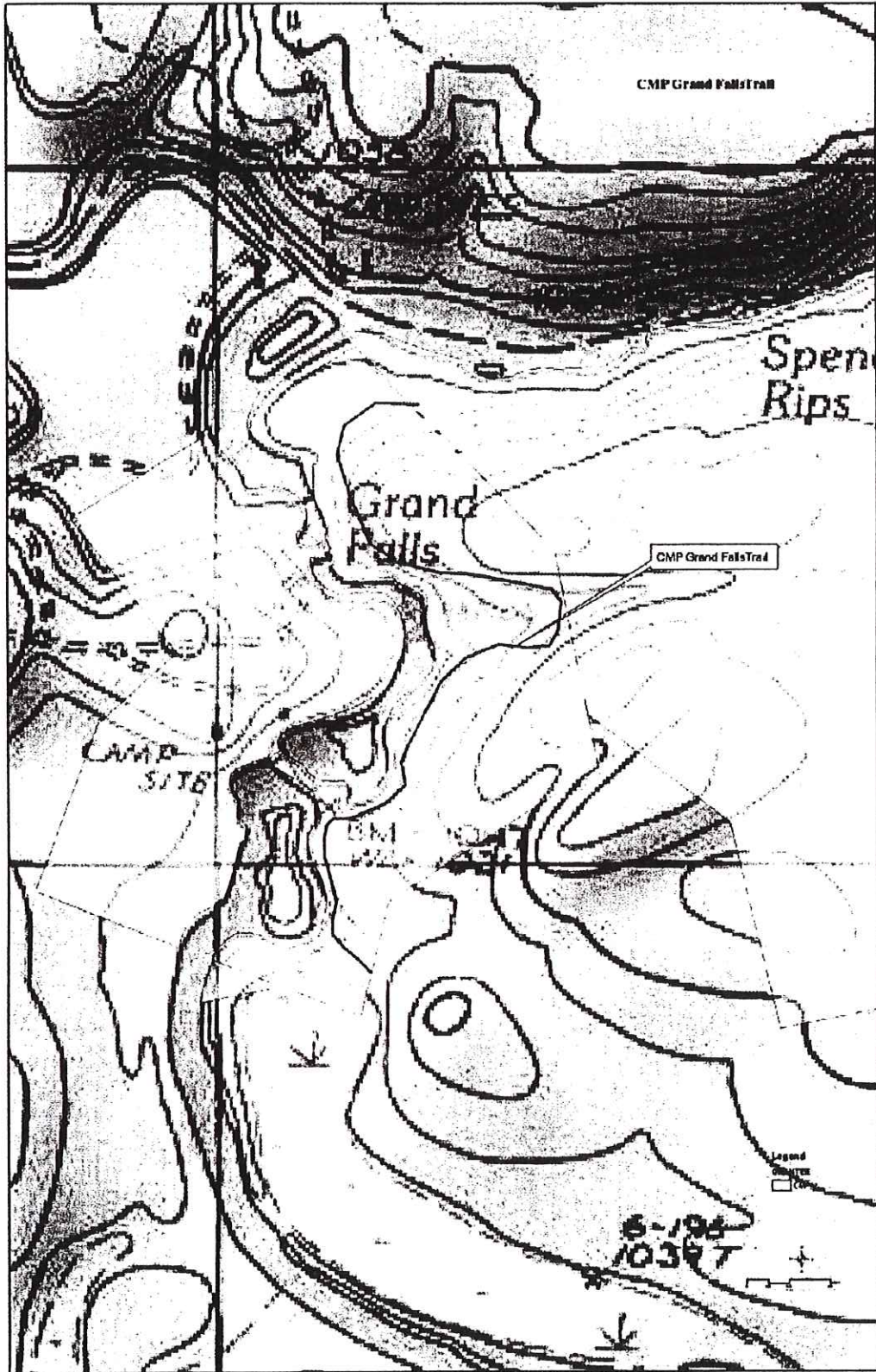
A certain lot or parcel of land being a lease area twelve (12) feet in width situated westerly of, but not abutting, Long Falls Dam Road in Dead River Twp (T3 R3 BKP WKR), Somerset County, Maine, the centerline of said lease is as follows:

Beginning at an unmonumented point (having a north coordinate of N 16,411,750 and an east coordinate of E 1,341,312 Datum UTM Zone 19 FEET NAD83);

Thence, westerly as the course may be along the centerline of an existing trail on the following courses and distances:

S 64°-05'-09" W one hundred fifty and sixteen hundredths (150.16) feet;  
S 81°-15'-14" W two hundred eighty-five and eighty-six hundredths (285.86) feet;  
S 82°-52'-30" W three hundred fifty and forty-five hundredths (350.45) feet;  
S 89°-01'-44" W four hundred twenty-seven and forty-nine hundredths (427.49) feet;  
N 89°-15'-39" W one thousand one hundred twenty-three and zero hundredths (1123.00) feet;  
N 89°-15'-56" W five hundred sixty-five and twelve hundredths (565.12) feet;  
S 87°-06'-31" W seven hundred eighteen and thirteen hundredths (718.13) feet;  
S 78°-03'-21" W three hundred eighty-five and five hundredths (385.05) feet to an unmonumented point (having a north coordinate of N 16,411,496 and an east coordinate of E 1,337,338 Datum UTM Zone 19 FEET NAD83)

EXHIBIT C



## EXHIBIT C-1

## CMP Grand Falls

A certain lot or parcel of land being a lease area twelve (12) feet in width situated easterly of, but not abutting, Dead River in Spring Lake Township (T3 R4 BKP WKR), the centerline said lease area being as follows:

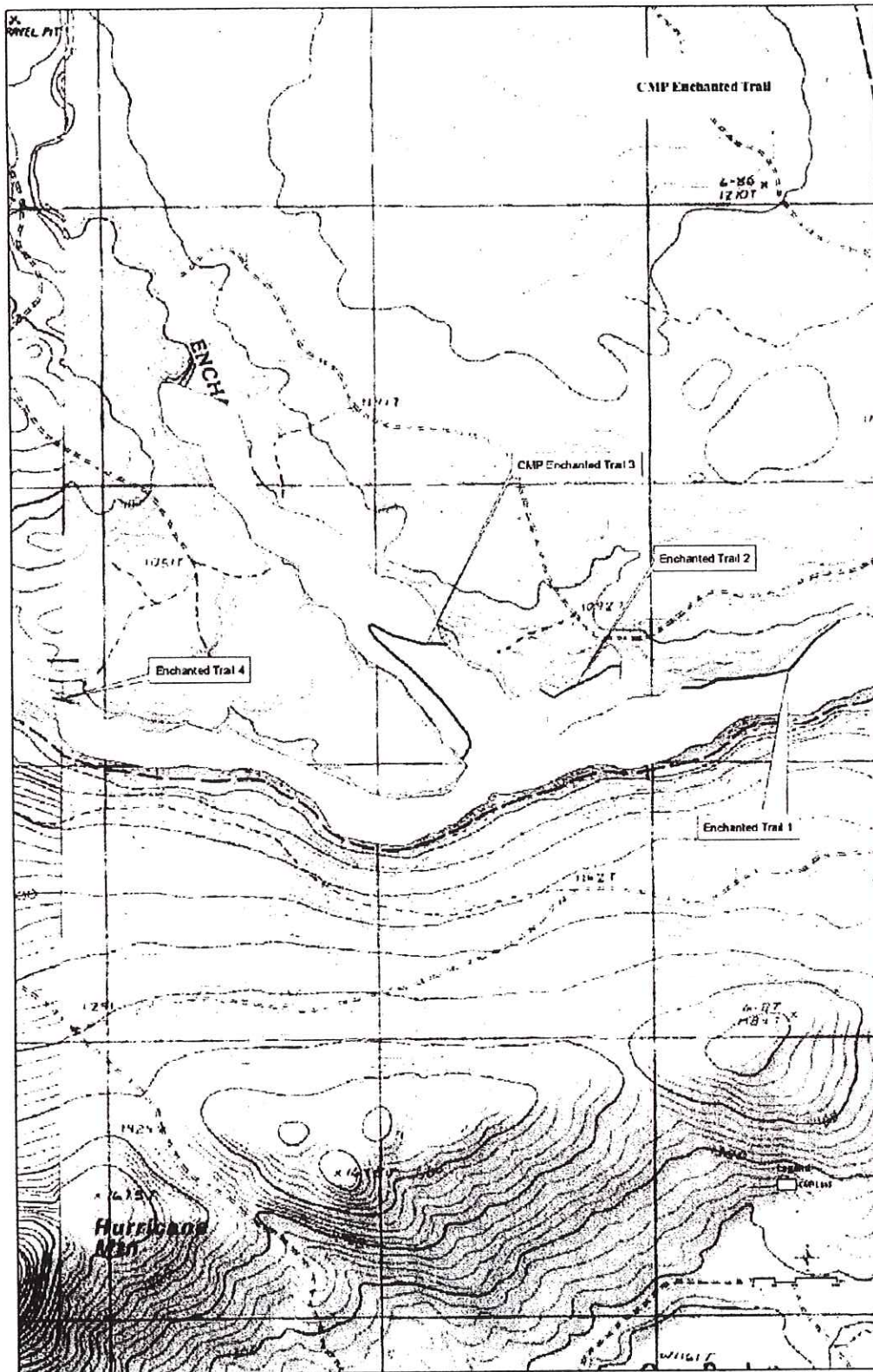
Beginning at an unmonumented point (having a north coordinate of N 16,459,534 and an east coordinate of E 1,326,569 Datum UTM Zone 19 FEET NAD83) located on the easterly line of land of Central Maine Power Company (Grand Falls Parcel);

Thence, southerly and easterly as the course may be along the centerline of an existing trail through land of Central Maine Power Company on the following courses and distances:

N 87°-47'-51" W two hundred eleven and fifty hundredths (211.50) feet;  
 S 55°-37'-11" W one hundred eighty-seven and fourteen hundredths (187.14) feet;  
 S 13°-14'-26" W one hundred forty-one and ninety-six hundredths (141.96) feet;  
 S 17°-44'-41" E two hundred thirteen and thirty-seven hundredths (213.37) feet;  
 S 23°-57'-45" E two hundred forty and eighteen hundredths (240.18) feet;  
 S 57°-59'-41" E one hundred fifty-three and thirty-seven hundredths (153.37) feet;  
 S 75°-57'-50" E two hundred one and nine hundredths (201.09) feet;  
 S 85°-25'-34" E two hundred three and eighty-seven hundredths (203.87) feet;  
 S 79°-12'-57" E three hundred forty-seven and fifty-four hundredths (347.54) feet;  
 S 40°-36'-05" E seventy-four and ninety-four hundredths (74.94) feet;  
 S 07°-07'-30" W one hundred thirty-one and seven hundredths (131.07) feet;  
 S 26°-33'-54" W ninety and eighty-eight hundredths (90.88) feet;  
 S 85°-54'-52" W one hundred fourteen and nine hundredths (114.09) feet;  
 N 82°-52'-30" W one hundred thirty-one and seven hundredths (131.07) feet;  
 S 68°-11'-55" W one hundred seventy-five and ten hundredths (175.10) feet;  
 S 46°-10'-29" W one hundred sixty-four and seventy-seven hundredths (164.77) feet;  
 S 27°-57'-03" W three hundred thirty-nine and thirty-seven hundredths (339.37) feet;  
 S 23°-07'-53" W eighty-five and sixty-six hundredths (85.66) feet;  
 S 12°-26'-22" E one hundred six and fifty-one hundredths (106.51) feet;  
 S 47°-29'-22" W one hundred twenty-four and forty-nine hundredths (124.49) feet;  
 S 67°-17'-40" W sixty-three and zero hundredths (63.00) feet;  
 S 66°-36'-53" W one hundred twenty-three and thirty-one hundredths (123.31) feet;  
 S 89°-00'-44" W eighty-eight and seventy-two hundredths (88.72) feet;  
 S 43°-36'-10" W forty-four and thirty-six hundredths (44.36) feet;  
 S 10°-50'-25" W seventy-three and nineteen hundredths (73.19) feet;  
 S 03°-10'-47" E eighty-two and seventy-two hundredths (82.72) feet;  
 S 15°-41'-24" E one hundred forty-one and thirty-nine hundredths (141.39) feet;  
 S 11°-46'-06" E seventy-four and ninety-nine hundredths (74.99) feet;  
 S 12°-14'-20" W seventy-two and fifteen hundredths (72.15) feet;  
 S 00°-00'-00" E eighty-two and fifty-nine hundredths (82.59) feet;  
 S 38°-30'-02" E eighty-five and ninety-nine hundredths (85.99) feet;  
 S 50°-26'-25" E ninety-one and twenty-six hundredths (91.26) feet;

S 44°-18'-35" E eighty-nine and seventy-seven hundredths (89.77) feet to an unmonumented point (having a north coordinate of N 16,456,845 and an east coordinate of E 1,326,333 Datum UTM Zone 19 FEET NAD83) located on the easterly line of land of Central Maine Power Company.

EXHIBIT D



**EXHIBIT D-1**

Four certain lots or parcels of land being lease areas twelve (12) feet in width situated westerly of, but not abutting, U.S. Route 201 and northerly of, but not abutting, Dead River in Lower Enchanted Township, Somerset County, Maine, the centerline of each lease area being further described as follows:

## CMP Enchanted 1

Beginning at an unmonumented point (having a north coordinate of N 16,472,156 and an east coordinate of E 1,360,669 Datum UTM Zone 19 FEET NAD83) located on the northerly line of land of Central Maine Power Company (reference a deed dated May 1, 1923 and recorded in the Somerset County Registry of Deeds in Book 373 Page 250);

Thence, southerly and westerly along the centerline of an existing trail on the following courses and distances:

S 55°-00'-29" W three hundred seventy-four and thirty-five hundredths (374.35) feet;

S 41°-23'-30" W four hundred eighty-two and thirty-seven hundredths (482.37) feet;

S 77°-20'-51" W three hundred eight and two hundredths (308.02) feet;

S 84°-35'-17" W five hundred eighty-five and thirty hundredths (585.30) feet;

S 67°-14'-56" W two hundred six and eighteen hundredths (206.18) feet;

N 90°-00'-00" W two hundred twenty and eighty-one hundredths (220.81) feet to an unmonumented point (having a north coordinate of N 16,471,377 and an east coordinate of E 1,358,749 Datum UTM Zone 19 FEET NAD83) located on the northerly line of land of Central Maine Power Company.

## CMP Enchanted 2

Beginning at an unmonumented point (having a north coordinate of N 16,471,635 and an east coordinate of E 1,358,031 Datum UTM Zone 19 FEET NAD83) located on the easterly line of land of Central Maine Power Company;

Thence, westerly and southwesterly along the centerline of an existing trail on the following courses and distances:

N 86°-49'-13" W one hundred ten and fifty-seven hundredths (110.57) feet;

S 54°-51'-57" W two hundred two and fifty hundredths (202.50) feet;

S 66°-22'-14" W four hundred twenty-eight and forty-seven hundredths (428.47) feet;

S 59°-44'-37" W one hundred seventy and forty-two hundredths (170.42) feet;

N 56°-49'-17" W one hundred ninety and fifty-four hundredths (190.54) feet to an unmonumented point (having a north coordinate of N 16,471,371 and an east coordinate of E 1,357,056 Datum UTM Zone 19 FEET NAD83) located at or near the northerly line of land of Central Maine Power Company.

## CMP Enchanted 3

Beginning at an unmonumented point (having a north coordinate of N 16,471,898 and an east coordinate of E 1,355,951 Datum UTM Zone 19 FEET NAD83) located on the northeasterly line of land of Central Maine Power Company being northeasterly of Enchanted Stream;

Thence, northwesterly and southwesterly crossing Enchanted Stream at one point on the following courses and distances:

N 79°-19'-49" W eighty-six and fifty hundredths (86.50) feet;  
N 90°-00'-00" W one hundred ninety-nine and fifty-seven hundredths (199.57) feet;  
N 73°-44'-23" W three hundred sixty-nine and fifty-seven hundredths (369.57) feet;  
N 61°-35'-41" W two hundred seventy-four and fifty hundredths (274.50) feet;  
S 65°-08'-11" W fifty-five and sixty-seven hundredths (55.67) feet;  
S 27°-17'-03" E one hundred thirty-one and sixty-eight hundredths (131.68) feet;  
S 47°-53'-19" E three hundred eighty and twenty-seven hundredths (380.27) feet;  
S 50°-13'-59" E two hundred thirty-three and ninety-nine hundredths (233.99) feet;  
S 42°-53'-38" E five hundred one and fifty-eight hundredths (501.58) feet;  
S 37°-17'-17" E four hundred twelve and five hundredths (412.05) feet;  
S 36°-09'-29" E ninety-six and eighty-five hundredths (96.85) feet;  
S 14°-22'-53" E one hundred twenty-one and nine hundredths (121.09) feet;  
S 30°-31'-47" W one hundred thirty-six and seventeen hundredths (136.17) feet;  
S 42°-52'-44" W fifty-seven and forty-six hundredths (57.46) feet to an unmonumented point (having a north coordinate of N 16,470,553 and an east coordinate of E 1,356,112 Datum UTM Zone 19 FEET NAD83) located at or near the northeasterly line of land of Central Maine Power Company.

CMP Enchanted 4

Beginning at an unmonumented point (having a north coordinate of N 16,471,248 and an east coordinate of E 1,351,442 Datum UTM Zone 19 FEET NAD83) located at the easterly line of land of Central Maine Power Company;

thence, westerly through land of Central Maine Power Company on the following course and distance:  
N 73°-32'-53" W two hundred thirty-six and sixty-two hundredths (236.62) feet to an unmonumented point (having a north coordinate of N 16,471,315 and an east coordinate of E 1,351,215 Datum UTM Zone 19 FEET NAD83) located on the easterly line of land conveyed to Western Mountains Foundation by a deed from Penobscot Forest LLC dated December 28, 2005 and recorded in the Somerset County Registry of Deeds in Book 3651 Page 074.



EXHIBIT E



**EXHIBIT E-1**

## CMP Durgin

A certain lot or parcel of land being a lease area twelve (12) feet in width situated westerly of, but not abutting, U.S. Route 201 in West Forks Plantation, Somerset County, Maine, the centerline of said lease area is as follows:

Beginning at or near the southerly boundary line of land conveyed to Bayroot, LLC by a deed dated November 21, 2003 and recorded in the Somerset County Registry of Deeds in Book 3237 Page 181 (having a north coordinate of N 16,479,411 and an east coordinate of E 1,385,357 Datum UTM Zone 19 FEET NAD83);

Thence, southerly, southwesterly and westerly or as the course may be, along the centerline of an existing trail on the following courses and distances:

S 05°-30'-16" W one hundred twenty-five and ten hundredths (125.10) feet;  
S 44°-17'-58" W one hundred two and forty-seven hundredths (102.47) feet;  
N 89°-03'-34" W one hundred forty-five and eighteen hundredths (145.18) feet;  
S 65°-13'-36" W one hundred fifty-six and ninety-four hundredths (156.94) feet;  
S 54°-18'-14" W one hundred twenty-nine and eighty-eight hundredths (129.88) feet;  
N 78°-54'-29" W one hundred fifty-seven and fifty hundredths (157.50) feet;  
S 65°-14'-17" W forty-eight and nineteen hundredths (48.19) feet;  
S 41°-42'-09" W ninety-nine and sixty-one hundredths (99.61) feet;  
S 03°-08'-33" W one hundred seventy-four and sixty-six hundredths (174.66) feet;  
S 36°-41'-09" W seventy-two and five hundredths (72.05) feet;  
S 62°-21'-06" W sixty-four and sixty-six hundredths (64.66) feet;  
S 20°-45'-21" W sixty-two and seventy-three hundredths (62.73) feet;  
S 15°-20'-12" W ninety and seventy-two hundredths (90.72) feet;  
S 65°-44'-42" W two hundred eighteen and fourteen hundredths (218.14) feet;  
N 76°-19'-11" W one hundred sixty-nine and twenty-four hundredths (169.24) feet;  
N 60°-58'-30" W one hundred fifty-nine and forty-two hundredths (159.42) feet;  
S 87°-42'-29" W ninety-five and seventy-four hundredths (95.74) feet to an unmonumented point at or near the westerly line of land of Bayroot, LLC (having a north coordinate of N 16,478,518 and an east coordinate of E 1,383,748 Datum UTM Zone 19 FEET NAD83).

Received  
Recorded Register of Deeds  
Apr 24, 2008 01:42P  
Somerset County  
Diane M Godin