

## RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this “**Agreement**”) is effective as of the 15<sup>th</sup> day of January, 2019, (the “**Effective Date**”) by and between **WEYERHAEUSER COMPANY**, a Washington corporation, (“**Weyerhaeuser**”), and **CENTRAL MAINE POWER COMPANY**, a Maine corporation with an address of 83 Edison Drive, Augusta, Maine 04364 (“**CMP**”). Weyerhaeuser and CMP are sometimes referred to herein individually as a “**Party**”, and collectively as, the “**Parties**”.

### RECITALS

Weyerhaeuser owns certain real property located in Somerset County, Maine and more particularly described in the attached Exhibit A, Sheets 1 through 3 (“**Weyerhaeuser’s Property**”).

CMP owns certain real property located in Somerset County, Maine and more particularly described in the attached Exhibit B, Sheets 1 and 2 (“**CMP’s Property**”).

Weyerhaeuser desires to grant CMP a perpetual, non-exclusive easement over a certain road located on Weyerhaeuser’s Property that provides access to CMP’s Property.

CMP desires to grant Weyerhaeuser a perpetual, non-exclusive easement over a certain road located on CMP’s Property that provides access to Weyerhaeuser’s Property.

### AGREEMENT

NOW, THEREFORE, in consideration of TEN and NO/100 DOLLARS (\$10), and the mutual covenants of the Parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

#### 1. Grant of Easements.

1.1 Subject to the terms hereof, Weyerhaeuser, for and in consideration of the reciprocal easement granted in subsection 1.2 below, hereby grants and conveys to CMP a private, perpetual, non-exclusive right of way easement (“**CMP’s Easement**”) fifty (50) feet in width, being twenty-five (25) feet on either side of the center line of the existing road located upon Weyerhaeuser’s Property (“**Weyerhaeuser Road**”). CMP’s Easement and the Weyerhaeuser Road are located approximately as shown on the map attached hereto as Exhibit A, Sheets 1 through 3. CMP’s Easement shall be subject and subordinate to all liens, leases, easements, servitudes, rights-of-way, prescriptive rights, reservations, conveyances and any and all other matters of record or apparent encumbering Weyerhaeuser’s Property (“**Weyerhaeuser’s Permitted Encumbrances**”), it being distinctly understood and agreed by the Parties that Weyerhaeuser, by this grant, grants no greater rights than it is permitted to grant in view of any of Weyerhaeuser’s Permitted Encumbrances.

1.2 Subject to the terms hereof, CMP, for and in consideration of the reciprocal easement granted in subsection 1.1 above, hereby grants and conveys to Weyerhaeuser a private, perpetual, non-exclusive right of way easement (“**Weyerhaeuser’s Easement**”) sixty-six (66) feet in width, being thirty-three (33) feet on either side of the center line of the existing road located upon CMP’s Property (“**CMP’s Road**”). Weyerhaeuser’s Easement and CMP’s Road are located approximately as shown on the map attached hereto as Exhibit B, Sheets 1 and 2. Weyerhaeuser’s Easement and CMP’s Easement are sometimes hereinafter collectively referred to as the “**Easements**” and Weyerhaeuser’s Road and CMP’s Road are sometime hereinafter collectively referred to as the “**Roads**”. Weyerhaeuser’s Easement shall be subject and subordinate to all liens, leases, easements, servitudes, rights-of-way, prescriptive rights, reservations, conveyances and any and all other matters of record or apparent encumbering CMP’s Property (“**CMP’s Permitted Encumbrances**”), it being distinctly understood and agreed by the Parties that CMP, by this grant, grants no greater rights than it is permitted to grant in view of any of CMP’s Permitted Encumbrances.

2. **Purpose of Easements.** CMP’s Easement is conveyed by Weyerhaeuser for the purpose of providing CMP vehicular ingress and egress over and across Weyerhaeuser’s Property solely for the purpose of forest management, log transport and the transportation of other forest products, rock and equipment, and construction, reconstruction or maintenance of Weyerhaeuser’s Road. Weyerhaeuser’s Easement is conveyed by CMP for the purpose of providing Weyerhaeuser vehicular ingress and egress over and across CMP’s Property solely for the purpose of forest management, log transport and the transportation of other forest products, rock and equipment, and construction, or reconstruction and/or maintenance of CMP’s Road.

3. **Permittees.** Weyerhaeuser, its subsidiaries, and affiliates and all of their employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the “**Weyerhaeuser Permittees**”. CMP’s employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as “**CMP Permittees**”. The term “**Respective Permittees**” is used herein to refer to the Weyerhaeuser Permittees for Weyerhaeuser and the CMP Permittees for CMP.

4. **Reservation of Rights.** Weyerhaeuser reserves for itself and the Weyerhaeuser Permittees the right at all times for any purpose, to cross and re-cross Weyerhaeuser’s Roads in any manner that will not unreasonably interfere with the rights of CMP. CMP reserves for itself and the CMP Permittees the right at all times for any purpose, to cross and re-cross CMP’s Roads in any manner that will not unreasonably interfere with the rights of the Weyerhaeuser.

5. **Nonexclusive Easement; Third Parties.** Weyerhaeuser may grant to third parties including (without limitation) the Weyerhaeuser Permittees, upon such terms Weyerhaeuser may choose in Weyerhaeuser’s reasonable discretion, the rights to use the Weyerhaeuser Road; provided that use of the Weyerhaeuser Road by such third parties and the Weyerhaeuser Permittees shall not unreasonably interfere with the rights granted to CMP in this Agreement. CMP may grant to third parties including (without limitation) the CMP Permittees, upon such terms CMP may choose in CMP’s reasonable

discretion, the rights to use the CMP Road; provided that use of the CMP Road by such third parties and the Weyerhaeuser Permittees shall not unreasonably interfere with the rights granted to the Weyerhaeuser in this Agreement.

6. **Road Maintenance.** The cost of road maintenance and resurfacing shall be allocated between the Parties on the basis of respective uses of the Roads. When any Party uses one or both Roads, that Party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the Roads or portions thereof are solely used by one Party, such Party shall maintain all or portions of the Roads so used to the standards existing at the time use is commenced. During periods when more than one Party is using the Roads or portions thereof, the Parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to (a) the appointment of a maintainer, which may be one of the Parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the Roads or portions thereof being used; and (b) a method of payment by which each Party using the Roads or portions thereof, shall pay its pro rata share of the cost incurred by the maintainer in maintaining or resurfacing the Roads or portion thereof. For purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

7. **The Parties Responsibilities.** Each Party shall:

7.1 Take all reasonable precaution to prevent unauthorized persons from using the Roads;

7.2 Keep all existing gates, and any that may be installed on the Roads in the future, closed and locked; provided, however, that the Parties may, from time to time leave gates (if any) on the Roads open for reasonable extended periods during regular business hours in order to facilitate active timber harvest of the Parties;

7.3 Not drive with excessive speed upon the Roads;

7.4 Immediately report to each other any dangerous or defective condition with respect to any portion of the Roads;

7.5 Ensure that each Party and their Respective Permittees comply with all applicable local, state and federal laws, rules and regulations (collectively, "**Applicable Laws**") with respect to the use of the Roads;

7.6 Ensure that any exercise of rights under this Agreement by itself and its Respective Permittees shall not unreasonably obstruct, interfere with or prevent the use and enjoyment of the other Party's Property (including but not limited to the Parties' respective Easements and Roads) by such Party or its Respective Permittees; and

7.7 Comply with all reasonable road rules, regulations and restrictions (“**Road Rules**”) that each Party may, from time to time, promulgate in its sole and absolute discretion, including (without limitation) restrictions on weight, speed and use during adverse weather or fire conditions reasonably necessary to protect the Roads and adjacent timber, provided that the other Party is given a prior written notice of such Road Rules and such Road Rules do not materially impair the other Party’s use of the Roads.

8. **Gate Keys and Combinations.** Each Party shall provide another with combination to any gate that must be opened to access the Roads by entering a combination. Should the locks to the gate require a key, each Party shall provide another with a key to such a gate. Each Party may change the gate combinations or key locks at any time, for any reason, or may, at the sole cost of the initiating Party, modify the gate to accommodate a dual lock system; provided, however, that prior to changing the combinations or keys or modifying the gate, each Party shall notify another of the new combination or the need to obtain a new key or the pending modification.

9. **Indemnity.** Each Party agrees to defend, indemnify, save, protect and hold harmless the other Party for, from and against all causes of action, litigation, cost, loss, liability, damage and expense (including attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property, to whomsoever belonging, including (without limitation) the Parties’ Respective Permittees, arising out of or in any way connected with the use of the Easements or Roads by such Party and its Respective Permittees; unless such causes of actions, litigation, cost, loss, liability, damage and expense results from the sole negligence of the other Party.

10. **Timber.** Each Party reserves to itself all timber now on or hereafter growing within the portion of the Easements located on their respective properties.

11. **Insurance.** The Parties shall maintain for themselves and their Respective Permittees, policies of insurance with companies maintaining an AM Best Rating of A-VII or better in the following minimum amounts:

Automobiles		
	Bodily Injury	\$1,000,000 Each Occurrence
	Property Damage	\$1,000,000 Each Occurrence
Commercial General Liability		
	Bodily Injury	\$1,000,000 Each Occurrence- \$2,000,000 Aggregate
	Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
	Or Combined Single Limits	\$1,000,000 Each Occurrence

Minimum amounts of insurance shall be subject to such other limits as the Parties hereto may agree upon in writing from time to time. Commercial general liability insurance shall include coverage for: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); and automobile liability insurance covering owned, hired and non-owned vehicles (including, if applicable, the "pollution from autos endorsement," 150 Form No. CA 99 48). Each Party shall also maintain at all times State or private industrial accident insurance covering such Party and their Respective Permittees which shall fully comply with State and Federal employment and workers' compensation laws. Each Party shall deliver to another a certificate or certificates (as applicable) from their respective insurer or insurers stating that all applicable insurance required hereunder is in full force and effect, and that the insurer or insurers (as applicable) will give to another Party thirty (30) days written notice prior to any cancellation or modification of the applicable insurance together with evidence that all owned, non-owned vehicles to be used by a Party are covered by such insurance. The aggregate limits shall be specific to this Agreement. A one million dollar (\$1,000,000) Umbrella Policy may be used in lieu of per project aggregate. Upon the request of either Party, the road user shall deliver to the requesting Party certificates from the road user's insurance carrier evidencing the insurance coverage required under this Section. Prior to permitting its Respective Permittees to exercise any rights granted herein for commercial purposes, each Party agrees it will require its Respective Permittees to first obtain, and maintain at all times while operating under this Agreement, insurance coverage in the amounts not less than described above. Each Party further agrees it will require its Respective Permittees to have available upon request a certificate from the insurer evidencing that such coverage is in force. Neither Party shall allow the coverages set forth in this Section to be cancelled or modified without giving each Party at least ten (10) days' written notice prior to any cancellation or modification of such coverage.

12. **Assignment.** Each Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party.

13. **Title.** Neither Party warrants the title to the land traversed by the other Party pursuant to this Agreement; neither Party shall have liability of any kind or nature to the other in the event of failure of the title

14. **Land Uses and Practices.** CMP recognizes that Weyerhaeuser's lands in the area are managed for commercial forestry including logging, slash burning, other fire control, silvicultural site preparation, forest roads, aerial and ground application of forest chemicals, and other silvicultural practices which often create noise, dust, visual impacts and other alterations of the forest environment. In conducting such operations Weyerhaeuser will comply with all laws and regulations applying in commercial forest areas. No additional restrictions shall be imposed on Weyerhaeuser's forest management operations because of proximity to any uses of CMP's lands dependent on or facilitated by the rights of CMP under this Agreement.

15. **Environmental Matters.** The Parties are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Easements, Roads, or the Parties' respective properties. For purposes of this Agreement, the term "**Environmental Laws**" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to Weyerhaeuser's Property and CMP's Property, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any Amendments thereto (the "**ESA**"). For purposes of this Agreement, the term "**Hazardous Substance**" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Laws or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, each Party shall save, protect, defend, indemnify, and hold harmless the other Party, its respective property and Respective Permittees, from and against any and all loss, damage, cost, expense, or liability (including reasonable attorney fees) and the reasonable costs of repairs and improvements necessary to return the Easements, Roads, the respective property or any other lands owned by such Party to the physical condition existing prior to undertaking any activity related to any Hazardous Substance to the extent arising out of or attributable to the indemnifying Party's use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon in violating Applicable Laws, including (without limitation) Environmental Laws. This indemnity shall survive the expiration or earlier termination of this Agreement.

16. **Road Damage and Improvements.** Each Party using any portion of the Roads shall repair, or cause to be repaired, at its sole cost and expense, that damage to the Roads occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Roads. Should inordinate damage to the Roads occur which is not caused by an authorized user of the Roads, the Parties hereto shall meet to agree upon the cost of replacement, the Party to undertake the replacement, and the shares of replacement cost to be borne by each user of the Roads. Unless the Parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

17. **Fire Suppression and Control.** Each Party warrants, represents and covenants that it shall:

17.1 Maintain as part of its operation in good and useable condition all the tools and equipment necessary to prevent and suppress fires as required by all Applicable Laws;

17.2 Dispose of all slashings and debris created by a Party on the Roads or their respective properties in a commercially reasonable manner;

17.3 Maintain the Roads free of inflammable debris; and

17.4 Upon discovery of fire in the vicinity of the Roads or a Party's operations, immediately notify appropriate governmental agencies, the other Party and the nearest official forest officer in charge of forest fire control.

18. **Independent Contractor.** It is agreed that neither Party hereto is the agent, servant, or employee of the other Party for any purpose whatsoever.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, whether by facsimile transmission, electronic .pdf version or otherwise, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

20. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

21. **Force Majeure.** The Parties shall be free from any liability to one another for delays in delivery or failure to perform due to the failure, fault, or bankruptcy of a third party, acts of God, acts of default of any carrier, acts of any governmental authority, terrorism, suspension of any shipping facility, wars, riots, revolutions, strikes and other labor disputes, port congestion, fires, floods, perils of the sea, sabotage, nuclear incidents, earthquakes, storms, epidemics, or any other contingency of any similar nature beyond the control of either Party. The foregoing shall apply even though any of such causes exist as of the date of this Agreement or occurs after performance is delayed for other causes.

22. **Amendment; Successors and Assigns.** This Agreement may be modified or amended only by a written agreement signed by the Parties, or their applicable permitted successors or assigns. All terms, conditions, representations, and covenants of this Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. The rights of CMP hereunder shall be appurtenant to and for the benefit of CMP's Property and any conveyance of CMP's Property shall include a conveyance of CMP's Easement, regardless of whether CMP's Easement is specifically identified in the instrument of conveyance. The rights of Weyerhaeuser hereunder shall be appurtenant to and for the benefit of the Weyerhaeuser's Property and any conveyance of CMP's Property shall include a conveyance of the Weyerhaeuser's Easement, regardless of whether the Weyerhaeuser's Easement is specifically identified in the instrument of conveyance.

23. **Prior Rights.** This grant and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting the Weyerhaeuser Property. By this grant, Weyerhaeuser grants no greater rights than it is permitted to grant in view of such encumbrances.

24. **Severability; Relation to Existing Law.** If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and

provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon any such determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this Agreement, the invalidation of any provision herein relating to the Parties' remedies shall not be interpreted to prevent an injured Party from seeking actual damages. If subsequent to the date of this Agreement valid State or Federal laws or regulations governing the relationship between Weyerhaeuser and CMP take effect, this Agreement shall be considered to incorporate such laws or regulations so long as they shall be effective, and any provision of this Agreement in conflict therewith shall during such period be void.

25. **Waiver.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any Party's right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such Party without affecting any of the other provisions of this Agreement.

26. **Subordination.** Any mortgage or deed of trust affecting any portion of the Weyerhaeuser's Easement or CMP's Easement shall at all times be subject and subordinate to the terms and conditions of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all the terms and conditions of this Agreement.

27. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Agreement. This Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Agreement and the Exhibits attached to this Agreement are incorporated herein by this reference. The captions and headings of this Agreement are for convenience only and shall not define, limit, or describe the applicability, scope, meaning, or intent of any provision of this Agreement. Capitalized terms which are defined in the recitals hereof shall have the meaning given.

28. **Attorneys' Fees.** In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether



or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. “**Prevailing Party**” shall be determined by the arbitrator, or any court, as the true prevailing party (not statutorily prevailing party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.

29. **Disputes.** If disputes arise under this Agreement, the Parties will first attempt to negotiate a solution through the following process: (a) the initiating party will present a written explanation of the dispute and the remedy requested; (b) within 14 business days after receiving such a statement, the other party will respond by either agreeing to the requested remedy, counter-proposing a different remedy, or explaining why the issue does not justify any remedy; and (c) if the matter is not settled within 10 days after the response is received by the initiating party, the dispute shall be settled by binding arbitration. If the Parties are not able to promptly agree on an arbitrator and the arbitration rules to be used, the initiating party may offer a list of at least 5 candidates for arbitrator and the arbitration rules each candidate would use if selected, and the responding party will chose the arbitrator from that list. Each candidate must have at least 15 years of real estate law experience and special training or experience in arbitration of business disputes. The arbitration award shall be final and binding on the parties and judgment on any award may be enforced in any court having jurisdiction thereof.

30. **Notices.** All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, when delivered in person, (ii) if sent by reputable overnight courier (such as Federal Express or UPS), on the next business day following the date on which the notice was sent, or, or (iii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address or facsimile number for notices by giving five days advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties’ respective addresses and facsimile numbers for notices hereunder are as follows:

If to Weyerhaeuser:

Weyerhaeuser Company  
Ben Dow  
49 Mountain Ave.  
Fairfield, Maine 04937-0089

With a copy to:

Weyerhaeuser Company  
Law Dept. HQ7  
220 Occidental Avenue South  
Seattle, Washington 98104

If to CMP:

Central Maine Power Company  
Att. Brian Berube  
Real Estate Service  
83 Edison Drive  
Augusta, Maine 04336

31. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in State or Federal Court in the county in which the Weyerhaeuser Property is located.

[Signatures and notary acknowledgments appear on the following pages]

IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.



WEYERHAEUSER COMPANY

By: Adrian Blocker  
Printed Name: Adrian Blocker

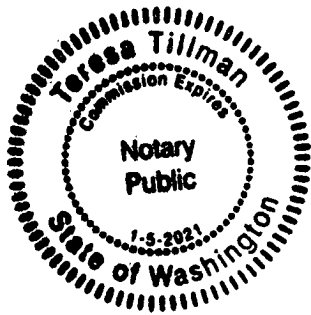
Title: Senior Vice President

STATE OF WASHINGTON )

COUNTY OF KING )

On this 15<sup>th</sup> day of January, 2019, before me personally appeared Adrian Blocker to me known to be the Senior Vice President, of **WEYERHAEUSER COMPANY**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



Teresa Tillman

Notary Public in and for the State of Washington

Printed Name: Teresa Tillman

Residing at: King County

My appointment expires: January 05, 2021

IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.

**Central Maine Power Company:**



Printed Name: Brian Berube

Title: Manager – Avangrid Real Estate Services

STATE OF MAINE

COUNTY OF KENNEBEC

Personally, appeared the above-named Brian Berube, Manager – Avangrid Real Estate Services, in his said capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of CENTRAL MAINE POWER COMPANY.

Before me,

Date: December 13, 2018

  
Notary Public

Printed Name

My Commission expires:

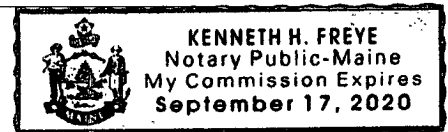
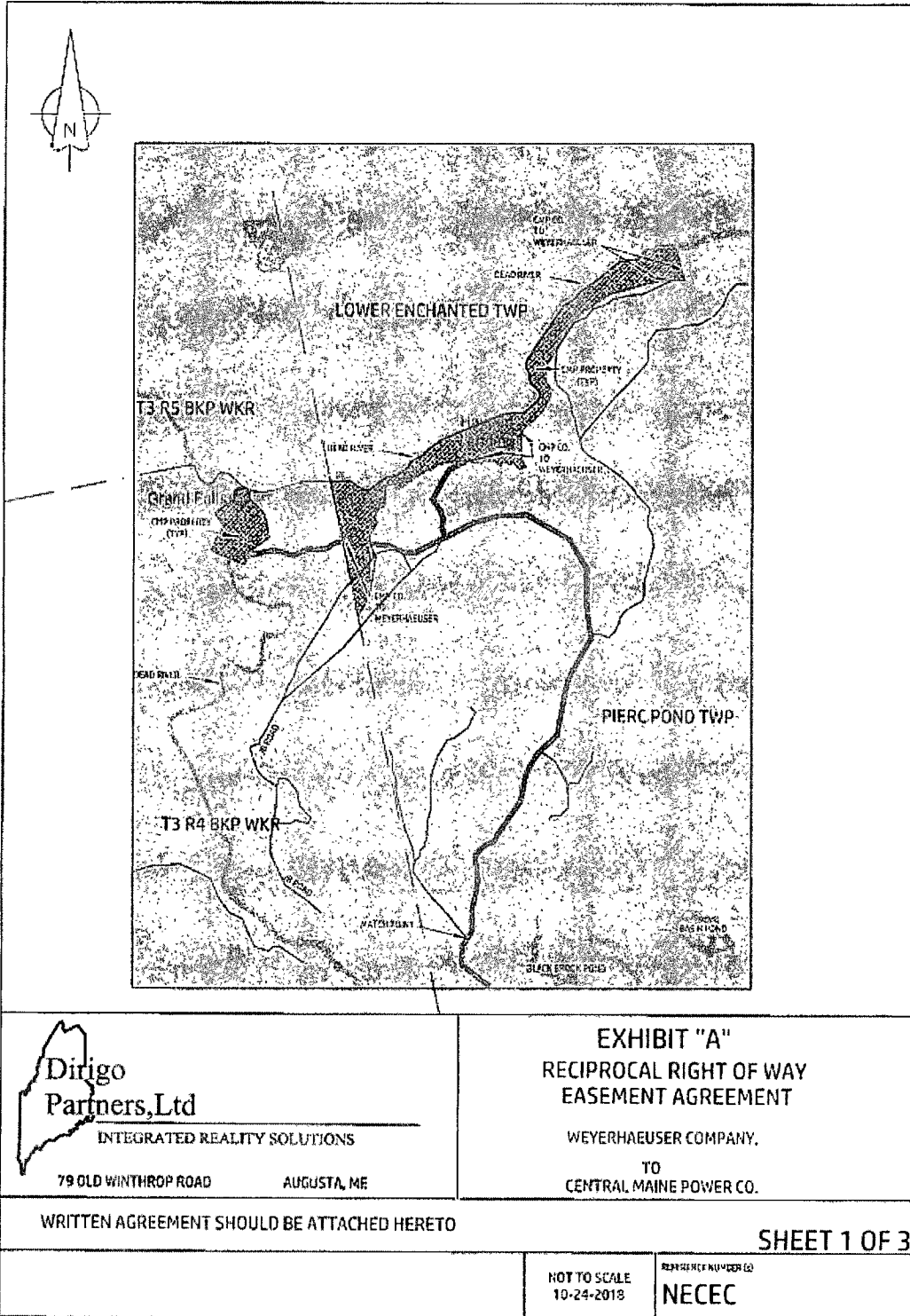


EXHIBIT A

Weyerhaeuser's Property, Weyerhaeuser' Road and CMP's Easement



**Dirigo Partners, Ltd**  
 INTEGRATED REALTY SOLUTIONS  
 79 OLD WINTHROP ROAD      AUGUSTA, ME

**EXHIBIT "A"**  
**RECIPROCAL RIGHT OF WAY**  
**EASEMENT AGREEMENT**  
 WEYERHAEUSER COMPANY,  
 TO  
 CENTRAL MAINE POWER CO.

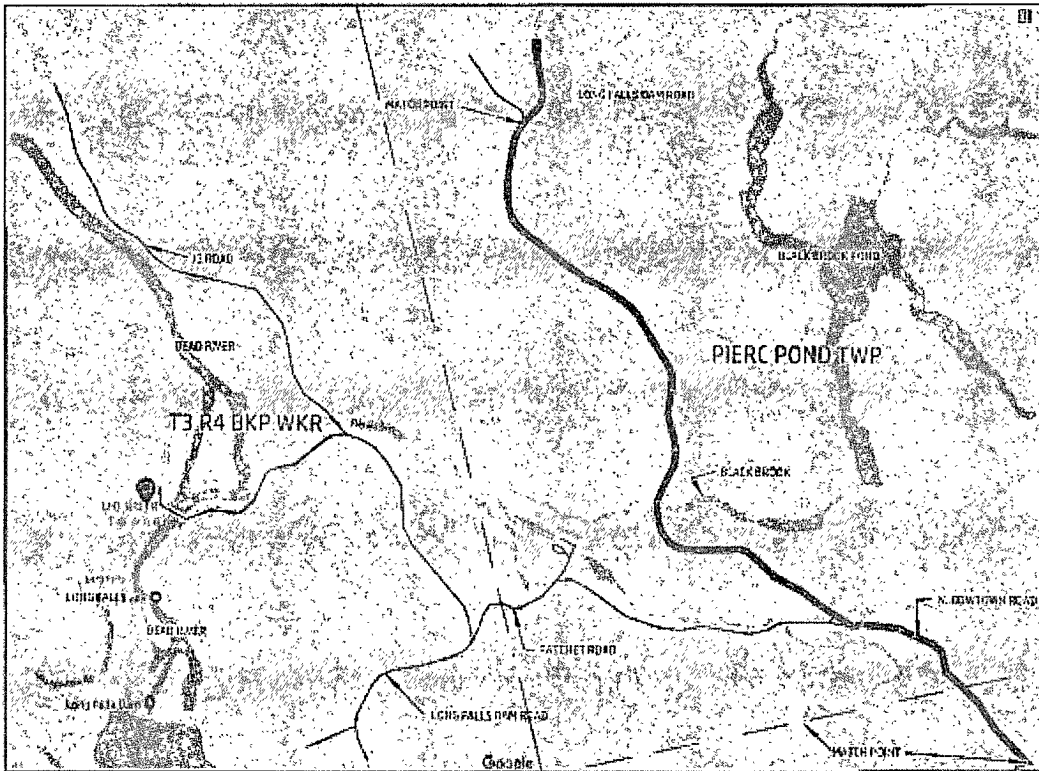
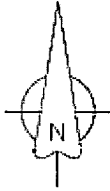
WRITTEN AGREEMENT SHOULD BE ATTACHED HERETO

SHEET 1 OF 3

NOT TO SCALE  
10-24-2018

REFERENCE NUMBER (s)  
**NECEC**

EXHIBIT A: Weyerhaeuser's Property



**Dirigo Partners, Ltd**  
 INTEGRATED REALITY SOLUTIONS  
 79 OLD WINTHROP ROAD      AUGUSTA, ME

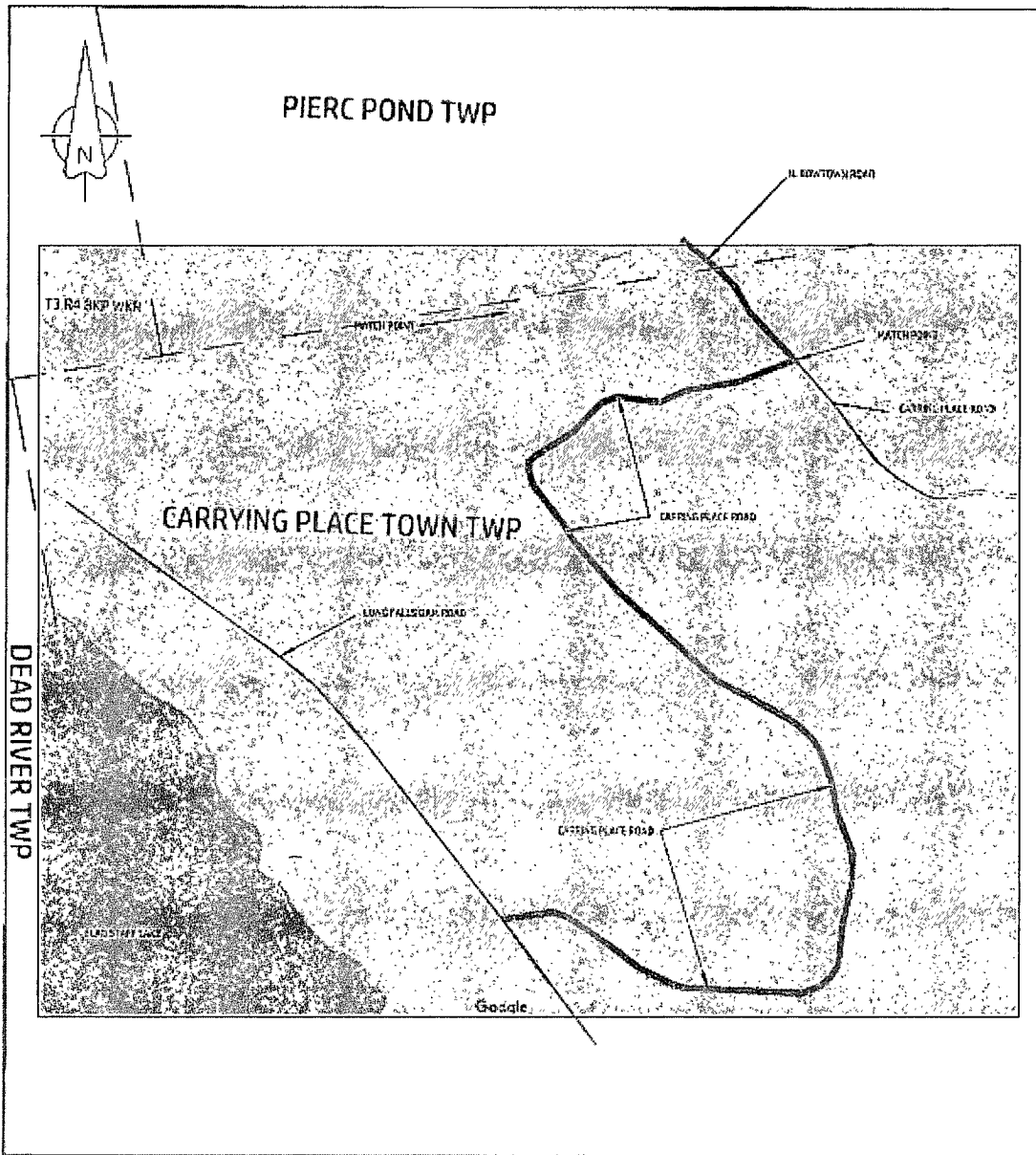
**EXHIBIT "A"**  
**RECIPROCAL RIGHT OF WAY EASEMENT AGREEMENT**  
 WEYERHAEUSER COMPANY,  
 TO  
 CENTRAL MAINE POWER CO.

WRITTEN AGREEMENT SHOULD BE ATTACHED HERETO SHEET 2 OF 3

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NOT TO SCALE  
10-24-2018

REFERENCE NUMBER(S)  
**NECEC**




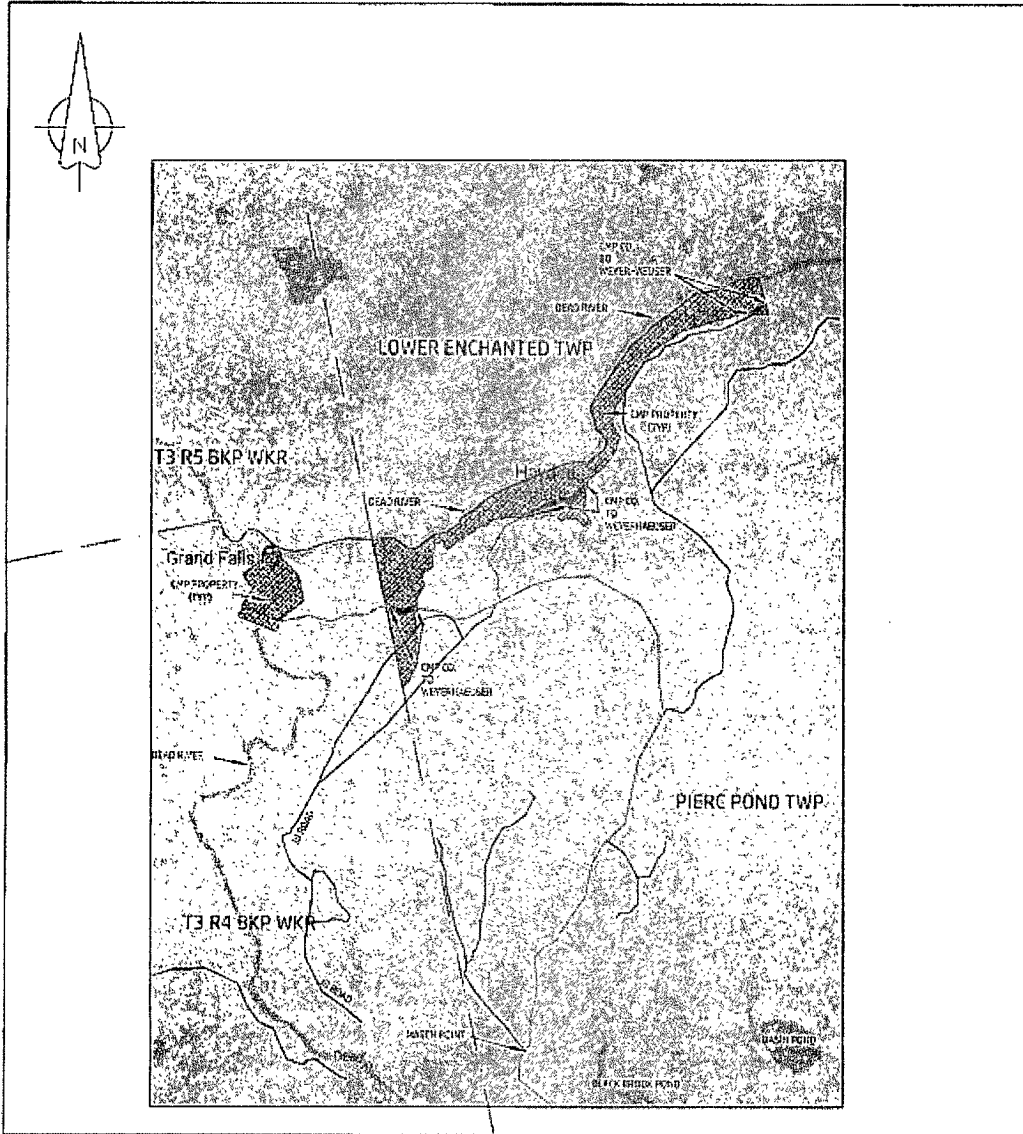
 <p><b>Dirigo Partners, Ltd</b> INTEGRATED REALITY SOLUTIONS 79 OLD WINTHROP ROAD      AUGUSTA, ME</p>	<p><b>EXHIBIT "A"</b> <b>RECIPROCAL RIGHT OF WAY EASEMENT AGREEMENT</b>  WEYERHAEUSER COMPANY, TO CENTRAL MAINE POWER CO.</p>
<p>WRITTEN AGREEMENT SHOULD BE ATTACHED HERETO <span style="float: right;">SHEET 3 OF 3</span></p>	
	<p>NOT TO SCALE 10-24-2018      REFERENCE NUMBER <b>NECEC</b></p>

EXHIBIT A: Weyerhaeuser's Property

### EXHIBIT B

### CMP's Property, CMP's Road and Weyerhaeuser's Easement




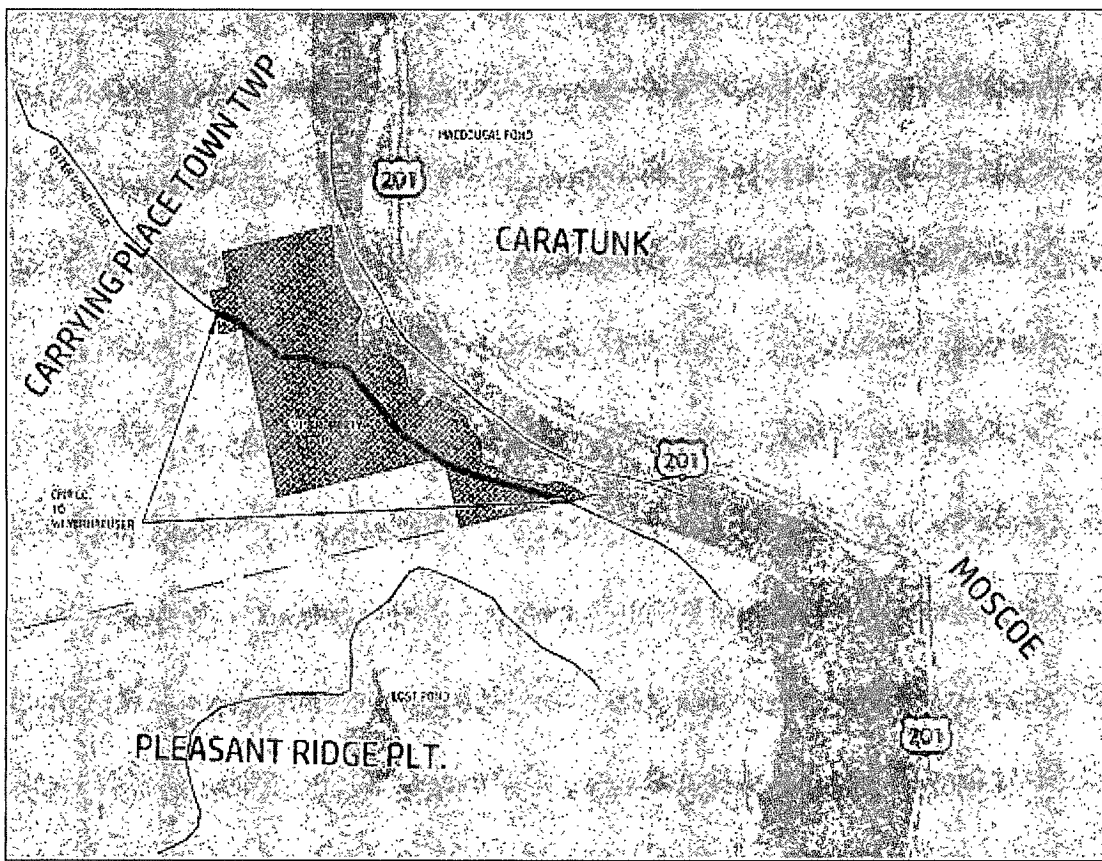
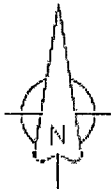
 <p><b>Dirigo Partners, Ltd</b> INTEGRATED REALITY SOLUTIONS 79 OLD WINTHROP ROAD      AUGUSTA, ME</p>	<p><b>EXHIBIT "B"</b> <b>RECIPROCAL RIGHT OF WAY EASEMENT AGREEMENT</b>  CENTRAL MAINE POWER CO. TO WEYERHAEUSER COMPANY,</p>
<p>WRITTEN AGREEMENT SHOULD BE ATTACHED HERETO <span style="float: right;">SHEET 1 OF 2</span></p>	
<p>NOT TO SCALE 10-24-2018</p>	<p>REFERENCE NUMBER IS <b>NECEC</b></p>

EXHIBIT B: CMP's Property





**Dirigo  
Partners, Ltd**

INTEGRATED REALITY SOLUTIONS

79 OLD WINTHROP ROAD

AUGUSTA, ME

**EXHIBIT "B"**  
**RECIPROCAL RIGHT OF WAY  
EASEMENT AGREEMENT**

CENTRAL MAINE POWER CO.  
TO  
WEYERHAEUSER COMPANY,

WRITTEN AGREEMENT SHOULD BE ATTACHED HERETO

**SHEET 2 OF 2**

E

NOT TO SCALE  
10-24-2018

REFERENCE NUMBER 64