CMP to MEPCO Windsor Easement Doc # 2013006682 Book 11335 Page 0059

Received Kennebec SS. 83/22/2013 10:28AM W Pages 16 Attest: BEVERLY BUSTIN-HATHEWAY REGISTER OF DEEDS

# TRANSMISSION LINES EASEMENT DEED

WHEREAS CENTRAL MAINE POWER COMPANY, a Maine corporation with a place of business at 83 Edison Drive, Augusta, Maine 04366 (hereinafter referred to as "CMP", which word is intended to include, unless expressly stated otherwise, CMP and its successors and assigns), owns certain lands located in the Town of Windsor in Kennebec County, Maine, hereinafter, the "CMP LAND"), included in the lands acquired pursuant to the instruments listed on SCHEDULE 1, CMP DEEDS, attached and made a part hereof (the "CMP DEEDS");

WHEREAS MAINE ELECTRIC POWER COMPANY, INC., a Maine corporation with a place of business at 83 Edison Drive, Augusta, Maine, 04336 (hereinafter referred to as "MEPCO", which word is intended to include, unless expressly stated otherwise, MEPCO and its successors and assigns), currently operates and maintains 345kV transmission lines known as Section 388 and Section 392 (which, together with any and all repairs, replacements or upgrades, shall hereinafter be referred to as the "MEPCO LINE"); and

WHEREAS CMP desires to relocate a portion of the MEPCO Line in the Town of Windsor in Kennebec County to facilitate the construction by CMP of new transmission lines a new substation, such relocation requiring new easement rights for the MEPCO Line as shown on a plan titled "Boundary Survey prepared for Central Maine Power Company and Maine Electric-Power Company, Inc." dated February 14, 2012 and recorded in the Kennebec County Registry of Deeds in Plan Book 2013, Pages 15-18 (the "Windsor Plan");

WHEREAS at CMP's option MEPCO and CMP will enter into an unrecorded Use Agreement providing operational guidance to both Parties, as defined below, in connection with construction upon and ongoing maintenance and use of the easements and rights conveyed and reserved herein, a copy of which shall be kept on file at the offices of both MEPCO and CMP (the "USE AGREEMENT").

Now Therefore, CMP grants and assigns to MEPCO the easements, rights, privileges, and consents more particularly described in <u>EXHIBIT A</u>, attached hereto and made a part hereof.

**EXCEPTING AND RESERVING** to CMP, its successors and assigns, all rights and easements not conveyed hereunder, including without limitation the easements and rights more particularly described in <u>EXHIBIT B</u> attached hereto and made a part hereof.

This conveyance is made SUBJECT TO certain easements, licenses and agreements more particularly described in <u>EXHIBIT C</u> attached hereto and made a part hereof

Also, this conveyance and the rights reserved hereunder are made SUBJECT TO AND TOGETHER WITH the covenants, terms and conditions set forth in <u>EXHIBIT D</u>, attached and made (W33564458.1)Page 1 of 16

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CMP to MEPCO Windsor Easement

a part hereof.

CMP and MEPCO (hereinafter, individually, a "PARTY" and collectively, the "PARTIES") hereby acknowledge, covenant and agree that the terms and conditions of the Use Agreement, as defined above, and this Easement Deed shall be construed such that all of the terms of the Use Agreement and this Easement Deed shall be given full force and effect to the greatest extent possible.

#### **SUCCESSORS AND ASSIGNS**

MEPCO may assign its interests in and rights under this Easement Deed, but such assignment shall be conditioned upon express assignment to any assignee of all of MEPCO's obligations under this Easement Deed and the Use Agreement relating to the interests and rights assigned, and upon written acceptance and assumption of all such obligations by any such assignee. This Easement Deed and all the provisions hereof inure to the benefit of and are binding upon the Parties and the respective successors and permitted assigns of MEPCO and CMP.

IN WITNESS WHEREOF, Central Maine Power Company has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Sara J. Burns, its President and Chief Executive Officer, and Eric N. Stinneford, its Vice President-Treasurer, Controller, and Clerk, hereunto duly authorized, this Apple day of March, 2013.

Witness:

CENTRAL MAINE POWER COMPANY

Sonija Marsh-Roegue

Sara J. Burns, President and Chief Executive Officer

Eric N. Stinneford, Vice President Treasurer, Controller and Clerk CMP to MEPCO.
Wriation Exocution

State of Maine Kennebec, ss

March 8/ , 2013

Then personally appeared the above named Sara J. Burns, President and Chief Executive Officer, Central Maine Power Company, and acknowledged the foregoing instrument to be her free act in her said capacity and the free act and deed of said corporation.

Before me,

Bhonda C. Billespre Notary Public

My commission expires:

RHONDA C. GILLESPIE NOTARY PUBLIC State of Maine

State of Maine Kennebec, ss

March 2/ , 2013

Then personally appeared the above named Eric N. Stinneford, Vice President-Treasurer, Controller and Clerk, Central Maine Power Company, and acknowledged the foregoing instrument to be his free act in his said capacity and the free act and deed of said corporation.

Before me,

SEAL

Bhonda C. Gellespie Notary Public

My commission expires:

RHONDA C. GILLESPIE NOTARY PUBLIC State of Maine by Commission Expires June 6, 2019



CMP to MEPCO Windsor Easement

# GRANTEE'S ACCEPTANCE:

Maine Electric Power Company, Inc. hereby covenants and agrees to the terms and obligations set forth in this Easement Deed and has caused this acceptance to be signed by Sara J. Burns, its duly authorized President this day of Mach, 2013.

MAINE ELECTRIC POWER COMPANY, INC.

Kennebec County, Maine

March 2), 2013

Personally appeared the above-named Sara J. Burns, President of Maine Electric Power Company, Inc. and acknowledged the foregoing to be her free act and deed in her said capacity and the free act and deed of said Maine Electric Power Company. Inc.

Before me,

Printed Name:

My commission expires Commission Expires



#### EXHIBIT A

#### **EASEMENTS**

#### EASEMENT ONE: TRANSMISSION LINE EASEMENT

The perpetual right, easement and consent to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the MEPCO Line for the transmission of electric energy and intelligence related thereto (all of the foregoing hereinafter collectively referred to as the "Transmission Line Easement"), on two portions of the CMP Land as follows:

Easement A - A strip of land 170 feet in width located easterly of but not adjacent to Cooper's Mills Road in Windsor, Kennebec County, Maine being the same parcel shown as "Easement A" on Sheet 1 of 4 on the Windsor Plan and in detail on Sheet 2 of 4 of said Windsor Plan, containing 4.18 acres, more or less, and more particularly described as follows:

Beginning at a point with coordinates of N 16092537.62, E 1494614.14 on land described in a deed from Shellie R. Nichols dated June 29, 2010 and recorded in the Kennebec County Registry of Deeds in Book 10458, Page 342;

thence N 55° 44' 57" W a distance of 170 feet to a point;

thence N 34° 15' 03" E a distance of 809.27 feet to a point on the southern line of lands of MEPCO, said point being 85 feet northwesterly, as measured at a right angle, to the centerline of MEPCO's proposed Section 388;

thence N 73° 43' 20" E along the southerly line of land of MEPCO to a point that is 85 feet southeasterly, as measured at a right angle, to the centerline of MEPCO's proposed Section 388;

thence S 34° 15' 03" W a distance of 1174.04 feet to the point of beginning, containing 4.18 acres, more or less. Coordinates are UTM Zone 19 North, US Survey Feet, NAD83

Easement B – a strip of land 170 feet in width extending northeasterly and southwesterly of Maxcy's Mills Road in Windsor, Kennebec County, Maine being the same parcel shown as "Easement B" on Sheet 1 of 4 on the Windsor Plan and in detail on Sheet 3 of 4 and Sheet 4 of 4 on said Windsor Plan, containing 15.70 acres, more or less, and more particularly described as follows:

Beginning at a point with coordinates of N 16092398.84, E 1494510.41 on land described as Parcel A in a deed from Arlene S. Smith dated September 29, 2008 and recorded in said Registry in Book 9869, Page 82;

thence S 34° 26' 15" W a distance of 1783.50 feet to a point;

thence S 19° 24' 48" W crossing Maxcy's Mill's Road a distance of 2216.69 feet to a point;

thence N 70° 35' 12" W a distance of 170 feet;

thence N 19° 24' 48" E re-crossing Maxcy's Mills Road a distance of 2239.10 feet to a point; thence N 34° 26' 15" E a distance of 1805.92 feet to a point;

thence S 55° 33' 45" E a distance of 170 feet to the point of beginning, containing 15.70

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acres, more or less.. Coordinates are UTM Zone 19 North, US Survey Feet, NAD83

The easement area of Easement A and the easement area of Easement B are herein referred to collectively as the "Transmission Line Easement Areas".

Provided however, that MEPCO covenants and agrees with CMP that other than the MEPCO Line (and all lines, poles and towers related thereto), MEPCO will not erect or permit the erection of additional lines of poles or towers, together with lines extending upon, within and between the same, within the Transmission Line Easement Areas and that any replacements of the MEPCO Line, shall be on centerlines as shown on the Windsor Plan.

The Transmission Line Easement Areas shall include the following rights:

- 1. The right to enter upon the Transmission Line Easement Areas at any time with workers and all necessary tools and machinery to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, guy wires, communication equipment, and apparatus used or useful for the transmission of electricity and intelligence, together with their strengthening supports, sufficient foundations and supports, all as MEPCO, its successors and assigns, may from time to time reasonably require in connection with the operation and maintenance of its transmission lines;
- 2. The right to construct such roads within the Transmission Line Easement Areas as MEPCO may from time to time reasonably require to provide access for such workers, tools or machinery;
- 3. The right to transmit electricity and intelligence over said wires, cables or apparatus at such lawful pressure and for such lawful purposes as MEPCO may from time to time reasonably require;
- 4. The right to erect and maintain signage, gates, fences and other barriers as reasonably necessary to restrict recreational vehicles or other public access in the Transmission Line Easement Areas; and
- 5. The right to establish certain safety regulations for the Transmission Line Easement Areas that are necessary and proper for the operation of the rights herein granted and for the transmission of electricity (the "Safety Regulations"), which Safety Regulations shall be based upon the National Electric Safety Code, applicable Occupational Safety and Health Administration (OSHA) standards for worker safety and health, MEPCO's company work standards and practices for safety and health, the standards governing operational reliability of the North American Energy Reliability Council (NERC), the Federal Energy Regulatory Commission (FERC) regulations and standards, the Independent System Operator -New England (ISO-NE)

CMP to MEPCO Wordson Eastement

rules and standards, and/or any similar national, regional or state standards, and otherwise subject to normal and customary utility standards and practices.

## EASEMENT TWO: ACCESS EASEMENT

The non-exclusive right and easement, in common with CMP and others; for access by foot and vehicle (hereinafter, the "Access Easement") along and across the CMP Land which adjoins the Transmission Line Easement Areas for the sole purpose of access to the Transmission Line Easement Areas.

## EASEMENT THREE: VEGETATION MANAGEMENT EASEMENT

TRANSMISSION LINE EASEMENT AREAS - The perpetual right and easement, in common with CMP, but not the obligation, to clear and keep clear the Transmission Line Easement Areas of trees, brush and other vegetation by any lawful means. The exercise of such rights shall be at MEPCO's sole cost unless otherwise agreed to in the Use Agreement.

OTHER AREAS; DANGER TREES - MEPCO shall also have the right to enter upon and clear and keep clear the CMP Land easterly or southerly of and adjacent to the Transmission Line Easement Areas and the CMP Land northerly or westerly of the Transmission Line Easement Areas of trees, brush and other vegetation by any lawful means and to cut or trim and remove such trees which may, in the opinion of MEPCO, interfere with or be likely to interfere with the activities permitted by this Easement Deed and to exercise similar rights, in common with CMP, that CMP may have, including without limitation pursuant to the CMP Deeds, or may acquire with respect to lands of third parties adjacent to the Transmission Line Easement Areas.

#### **EASEMENT FOUR: GUYING RIGHTS**

The right to place, replace, relocate, repair or remove guys, guy anchors and cables in that portion of the CMPO Land lying 35 feet northerly or westerly, as measured perpendicularly, of the northerly or westerly limits of the Transmission Line Easement Areas and that portion of the CMP Land lying 35 feet southerly or easterly, as measured perpendicularly, of the southern or eastern limits of the Transmission Line Easement Areas.

#### EXHIBIT B

# **CMP's Reservations**

The following perpetual rights and easements:

## RESERVATION ONE (in the TRANSMISSION LINE EASEMENT AREAS)

- 1. The right to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove CMP facilities and other improvements, transmission and communication lines, apparatus and equipment as follows:
  - a. "CMP Reserved Crossing #1" as shown on the Windsor Plan and being that part of Easement A that is 75 feet westerly, as measured perpendicular, to the centerline of Section 254 as shown on Sheet 2 of 4.
  - b. "CMP Reserved Crossing #2" as shown on the Windsor Plan and being that part of Easement A that is 75 feet northeasterly, as measured perpendicularly, from the centerline of Section 257 and 75 feet southwesterly, as measured perpendicularly, from the centerline of Section 258 as Sheet 2 of 4.
  - c. "CMP Reserved Crossing #3" as shown on the Windsor Plan and being that part of Easement A that is 85 feet northeasterly and southeasterly, as measured perpendicularly, from the centerline of Section 3024 as shown on Sheet 2 of 4.
  - d. "CMP Reserved Crossing #4" as shown on the Windsor Plan and being that part of Easement B that is 85 feet southeasterly, as measured perpendicularly, from the centerline of Section 3025 as shown on Sheet 3 of 4 and Sheet 4 of 4.
  - e. "CMP Reserved Crossing #5" as shown on the Windsor Plan and being that part of Easement B that is 50 feet northerly and northwesterly, as measured perpendicularly, from the centerline of Section 88 north of the center of Maxcy's Mill Road and 75 feet northerly and northwesterly, as measured perpendicularly, from the centerline of Section 88 and 75 feet southerly, as measured perpendicularly, from the centerline of Section 60 southerly of the centerline of Maxcy's Mill Road as shown on Sheet 3 of 4 and Sheet 4 of 4.
- 2. The right to use the Transmission Line Easement Areas for access by foot and vehicle to CMP Land and to grant third parties the right to travel upon, across and through the Transmission Line Easement Areas by foot and vehicle.
- 3. The right to use and maintain all currently existing roads and those that may be subsequently built, that run along and cross the Transmission Line Easement Areas; and
- 4. The right to erect and maintain signage, gates, fences, and other barriers as are reasonably necessary to restrict recreational vehicles or other public access from, in or to CMP Land.
- Any other rights currently of CMP or as may be acquired by CMP in the future, provided the exercise of such rights does not materially impair the rights granted to

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CMP to MFPCO Western Easement

MEPCO herein.

#### RESERVATION TWO

The right to place, replace, relocate, repair or remove guys, guy anchors and cables in the Transmission Line Easement Areas provided such placement does not materially impair the ability of MEPCO to operate, maintain, repair or replace the MEPCO Line.

# RESERVATION THREE

Without limiting the generality of the foregoing, CMP specifically reserves the right to grant, assign, dispose of or otherwise convey, any of its remaining rights or interests in and to the CMP Land, subject to the terms and conditions of this Easement Deed and the Use Agreement, including without limitation all rights and property interests acquired pursuant to the CMP Deeds as set forth in <a href="Schedule I">Schedule I</a> attached hereto, and to receive all of the proceeds from the same; provided, however that the conveyance of any such rights or interests shall not unreasonably interfere with the exercise by MEPCO of any of its rights granted pursuant to this Easement Deed and the Use Agreement, and provided further, to the extent applicable, that such conveyance shall be conditioned upon express assignment to any assignee of CMP obligations under this Easement Deed and the Use Agreement relating to the interest and rights conveyed and upon written acceptance of all such obligations by any such assignee.

## EXHIBIT C

# EASEMENTS, LICENSES AND AGREEMENTS TO WHICH THIS CONVEYANCE IS SUBJECT

- (i) The rights of the public in and to Maxcy's Mills Road;
- (ii) a license by and between Central Maine Power Company, Maine Electric Power Company, Inc. and AT&T Communications of New England dated February 1, 1994, a Memorandum of License of which is recorded in the Kennebec County Registry of Deeds in Book 5470, Page 225;
- (iii) easement rights for a recreational trail conveyed to Wiscasset and Quebec Railroad Company in a deed dated September 10, 2010 and recorded said Registry in Book 10531, Page 102;
- (iv) those agreements, permissions and rights, to the extent still in effect, listed in Schedule 2, Permitted Uses;
- (v) rights of the grantors or others reserved, excepted or created in the CMP Deeds.

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## EXHIBIT D

## **COVENANTS, TERMS AND CONDITIONS**

Parties hereby acknowledge, covenant and agree to the following terms and conditions:

1. Transmission Line Easement Area - CMP hereby covenants and agrees that it will not, without the prior written consent of MEPCO, erect or permit the erection of any utility, road, gate, fence, barrier, or other structure of any kind or nature within the Transmission Line Easement Area or place or permit the placement of any material on, or excavate, remove or permit the removal of any material from the Transmission Easement Area that, in the reasonable opinion of MEPCO, interferes with or materially impairs the operations of the MEPCO Line. Upon receiving such prior written consent from MEPCO, any such use by CMP or its successors and assigns shall be made in such manner as will not unreasonably interfere with or impair the operations of MEPCO's installations or the exercise by MEPCO of any of its rights under this Easement Deed.

CMP further agrees that it will provide MEPCO reasonable advance notice, consistent with commonly accepted utility practice, with respect to the exercise of CMP's rights in the Transmission Line Easement Area, and that such activities shall be made in such manner as will not unreasonably interfere with or impair the operations of MEPCO's installations or the exercise by MEPCO of any of its rights under this Easement Deed; provided however, such notice shall not be required for the exercise of CMP's rights pursuant to paragraphs 1 and 2 of Reservation One of Exhibit B.

Notwithstanding anything to the contrary set forth herein, nothing in this Easement Deed shall be deemed to waive or affect the notice provisions of any other agreements between the Parties in existence from time to time.

2. <u>COMPLIANCE WITH LAWS</u> - Any use or activities performed by or on behalf of CMP on or over the Transmission Line Area shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, safety regulations); and to the extent any such use or activities necessitate alterations or improvements to the MEPCO Line, as reasonably determined by MEPCO, then CMP shall be responsible for the cost of such alterations or improvements.

Any use or activities performed by or on behalf of MEPCO on or over CMP Land shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, safety regulations); and to the extent any such use or activities necessitate alterations or improvements to any CMP transmission facilities, as reasonably determined by CMP, then MEPCO shall be responsible for the cost of such alterations or improvements.

- 3. <u>Damage to Property, Equipment or Facilities</u> Except to the extent covered by the Transmission Operating Agreement, as amended from time to time, most recently on 6-29-06 (the "TOA"), entered into by and among certain participating transmission owners and ISO New England Inc.:
  - (a) Except as provided in sub-paragraph 3(c) below, MEPCO shall be responsible for all physical damage to or destruction of its equipment and facilities within the CMP Land except to the extent such physical damage or destruction is caused by the willful misconduct or gross negligence of CMP, its employees, agents, representatives or contractors. In the event of any damage to or destruction of MEPCO's equipment or facilities that could reasonably be expected to have an adverse impact upon CMP's transmission facilities, MEPCO shall promptly repair its equipment and facilities in a manner that will minimize any adverse impact upon CMP's transmission facilities and in accordance with good utility practice. If the damage or destruction of MEPCO's equipment or facilities was caused by the willful misconduct or gross negligence of CMP or its employees, agents, representatives or contractors, CMP will promptly reimburse MEPCO for the reasonable costs incurred by MEPCO in effecting such repairs.
  - (b) Except as provided in sub-paragraph 3(c) below, CMP shall be responsible for all physical damage to or destruction of its equipment and facilities within the CMP Land except to the extent such physical damage or destruction is caused by the willful misconduct or gross negligence of MEPCO, its employees, agents, representatives or contractors. In the event of any damage to or destruction of CMP's equipment or facilities that could reasonably be expected to have an adverse impact upon a MEPCO's transmission facilities, CMP shall promptly repair its equipment and facilities in a manner that will minimize any adverse impact upon the MEPCO's transmission facilities and in accordance with good utility practice. If the damage or destruction of CMP's equipment or facilities was caused by the willful misconduct or gross negligence of MEPCO or its employees, agents, representatives or contractors, MEPCO will promptly reimburse CMP for the reasonable costs incurred by CMP in effecting such repairs.
  - (c) During the construction of a MEPCO transmission facility and during any final decommissioning of the same, MEPCO shall be responsible for all physical damage to or destruction of CMP's equipment and facilities within the CMP Land caused by acts or negligence of MEPCO, its employees, agents, representatives or contractors.
  - (d) Nothing contained herein shall be deemed a release by either Party of any claim against a third party for any damage to or destruction of equipment or facilities within the CMP Land caused by such third party.

# 4. INDEMNIFICATION. EXCEPT TO THE EXTENT COVERED BY THE TOA -

- (a) From and after the date hereof, MEPCO shall defend, save harmless, protect and indemnify CMP and its officers, directors and shareholders from and against any and all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including court costs and reasonable attorneys' fees) resulting from damage to any property or death or injury to any person that arise from, grow out of, or are attributable to (i) the existence, possession, use or control by MEPCO of its equipment or facilities on or over the CMP Land, except to the extent resulting from or caused by any willful misconduct or gross negligence of CMP or its employees, agents, representatives or contractors, or (ii) any willful act or gross negligence of MEPCO or its employees, agents, representatives or contractors.
- (b) If a Party intends to seek indemnification under this Easement Deed from the other Party with respect to any claim or action, the Party seeking indemnification shall give the other Party notice of such claim or action within fifteen (15) days of the commencement of, or actual knowledge of, such claim or action. Such notice shall describe the claim in reasonable detail and shall indicate the amount (estimated if necessary) of the claim that has been or may be sustained by the Party seeking indemnification. To the extent the other Party shall be actually and materially prejudiced as a result of the failure of the Party seeking indemnification to provide such timely notice, such notice shall be a condition precedent to any liability of the other Party under the provisions for indemnification contained in this Easement Deed. Neither Party shall settle or compromise any claim which is the subject of this Easement Deed without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld or delayed.
- (c) The indemnification obligations of a Party hereunder shall continue in full force and effect regardless of whether rights granted or reserved herein have been terminated and shall not be limited in any way by any limitation on insurance or by any compensation or benefits payable by the Parties under Worker's Compensation Acts, disability benefit acts or other similar employee protection acts.
- 5. Roads To the extent each Party may legally do so, each Party may use the access roads of the other Party. Each Party will maintain roads on which both Parties have access to the extent of the using Party's use. Upon completing use, the using Party will leave the road in substantially the same or better condition as before use began. Neither Party will have any obligation to maintain any road not being used by that Party unless otherwise set forth in the Use Agreement.

CMP to MEPCO | Minason Easement

- 6. Access Each Party will provide access to the other Party through any gates through which the other Party has access by means of duplicate keys or dual locks.
- 7. STIPULATION OR PERMIT CONDITION MEPCO will use its best efforts to avoid subjecting the Transmission Line Easement Area, any other CMP Land that MEPCO is required to clear to construct the MEPCO Line ("MEPCO Clearing Area") to any stipulation or permit condition pertaining to vegetation management, including but not limited to stipulations and permit conditions of the Maine Department of Environmental Protection. However, in the event the MEPCO Clearing Area is subjected to such a stipulation or permit condition, MEPCO agrees to reimburse CMP for any and all additional costs to CMP resulting from compliance with any such stipulation or condition as applicable to that portion of the MEPCO Clearing Area being maintained by CMP or as may be maintained by CMP in the future.

# SCHEDULE 1, CMP DEEDS

Grantor	Date of Deed	Book - Page
Jane M. Colby	February 27, 1940	762 - 351
Arthur L. Marson	February 26, 1941	770-452
Arthur L. Marson	January 5, 1949	880-498
Sarah W. & Harold S. Turner	December 26, 1956	1070 - 134
Wilfred Manley et al.	September 25, 1969	1505-409
William Moore et al.	January 2, 1970	1511-480
Michelle Wilson	August 29, 2008	9846 - 88
Arlene S. Smith	September 29, 2008	9869 - 82
Arlene S. Smith (corrective deed)	May 15, 2010	10428 - 82
Shellie R. Nichols	June 29, 2010	10458 - 342
The Wiscasset and Quebec Railroad Company	September 14, 2010	10531 - 99
Carroll R. York, Trustee	November 16, 2010	10592 - 99

All 'Book-Page' references are the recording location in the Kennebec County Registry of Deeds

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# SCHEDULE 2, PERMITTED USES

Trail Use Agreement, dated April 1, 2011, between Central Maine Power Company and the State of Maine, acting through the Department of Conservation, Bureau of Parks and Lands, Off-Road Vehicle Division