

## TRAIL USE AGREEMENT

THIS TRAIL USE AGREEMENT is made this 1st day of April, 2011 between and among CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal place of business at 83 Edison Drive, Augusta, ME 04336 ("CMP") and the STATE OF MAINE, ACTING THROUGH THE DEPARTMENT OF CONSERVATION, BUREAU OF PARKS AND LANDS, OFF-ROAD VEHICLE DIVISION with a mailing address of 22 State House Station, Augusta, ME 04333-0022 ("MDOC") and its delegate(s), as permittee(s) under Section Sixteen hereof, including all Licensees listed in Schedule B ("Co-Licensees") who shall have the duty to abide by all the obligations and responsibilities of this license pertaining to Licensee. (MDOC and Co-Licensees are collectively referred to herein collectively as "Licensee" unless otherwise expressly provided.) Schedule B to be attached hereto and made a part of this agreement may be amended from time to time by the parties hereto to add or delete Co-Licenses in accordance with the terms of this Trail Use Agreement. CMP hereby grants to Licensee a revocable right to use, for the purposes described below; the following described premises ("Premises") under the conditions set forth herein.

### Section One - Premises

The Premises shall consist of so much of CMP's lands and rights of way lying within six (6) feet on either side of the centerline of the public recreational trail, together with the necessary side slopes; drainage rights, culverts, bridges and bridge abutments (collectively the "Trail") as shown on Schedule A plans, which shall be provided to CMP by Licensee as set forth below. Provided further that whenever the term Premises is used herein with respect to Licensee's obligations hereunder, the Premises shall include so much of CMP's lands and rights of way as Licensee may from time to time use, traverse upon or otherwise impact in connection with its construction, maintenance and use of the Trail. The Trail location will be shown on the Plans using GPS "tracks" or comparable technology in the location agreed to by CMP and MDOC. Schedule A may be amended from time to time by the parties hereto to add or delete Trails in accordance with the terms of this Trail Use Agreement. CMP and MDOC agree that within twenty-four (24) months of the execution of this Trail Use Agreement, MDOC will provide Plans to CMP for trail locations currently licensed under existing agreements ("Existing Licenses"). Upon providing such Plans, an amended Schedule A, reflecting the new Plans, will be attached and made a part of this Trail Use Agreement and the pertinent Existing License shall become null and void.

Attached hereto as Schedule B is a listing, as of the date of this Trail Use Agreement, of those organizations currently maintaining portions of the Trail together with a designation indicating which portion(s) of the Trail the organization is maintaining. No less frequently than annually, MDOC shall provide CMP with an updated listing of organizations using and maintaining portions of the Trail pursuant to this Trail Use Agreement, and designating therein the portions of the Trail so used and maintained by each said organization. Submission of Schedule B, as from time to time updated by MDOC, shall constitute a further representation by MDOC that each organization listed on Schedule B has agreed to be bound by the terms of this Trail Use Agreement.

### Section Two - Term, Consideration

#### 2.1. Term.

The term of this Trail Use Agreement is for three (3) years commencing on the date of execution of this Trail Use Agreement unless sooner terminated as provided herein. Provided the Licensee is not then in default, as defined in Section Twelve, herein, CMP will automatically renew this Trail Use Agreement for


additional one year terms unless either party gives the other written notice of its intent to terminate this Trail Use Agreement at least thirty (30) days prior to the end of the then current term.

## 2.2. Consideration.

The mutual covenants contained herein will constitute the consideration for this Use Agreement. CMP shall not be paid a fee for the permission granted hereunder.

## Section Three - Specific Use

### 3.1. Permitted Uses.

 The purpose of this Trail Use Agreement is to provide revocable permission for limited public recreational access across the Premises, to the extent of CMP's fee ownership or permitted under CMP's rights of way and easements. Subject to any restrictions pertaining to any such fee ownership, right of way or easement of CMP, Licensee may only use the Premises for a 12-foot wide recreational access Trail for recreational use by pedestrians, bicycles, snowmobiles and/or All Terrain Vehicles ("ATV") in accordance with and subject to the terms, conditions and restrictions contained in this Trail Use Agreement. For the purpose of this Trail Use Agreement, an ATV is defined as a motorized, off-road, recreational vehicle having 3 or 4 wheels, being 60 inches or less in width. For the purpose of this Trail Use Agreement, a snowmobile is defined as a tracked motorized vehicle with two parallel skis located at the front of the vehicle. Said vehicle shall not exceed 60 inches in width. Certain ATVs modified with tracks may be registered as snowmobiles and are permitted if they meet the width restrictions. The Licensee will designate the specific Trail on plans to be submitted and approved by CMP, which plans shall be incorporated into or attached to Schedule A. The design of the Trail will not accommodate road-licensed vehicles, and Licensee shall post the Trail to specifically prohibit use of the Trail by dirt bikes, motorcycles and road-licensed vehicles. Additionally, Trails designated for snowmobile use only shall be posted for "No ATV" use. These use restrictions are not intended to preclude use by motorized vehicles engaged in construction, maintenance or repair of the Trail, as provided below. Licensee shall not be permitted to pave any of the Trails without the prior written consent of CMP, which consent may be withheld at CMP's discretion. Licensee has the right to temporarily halt or revoke the use of any or all Trails, or sections thereof, licensed under this Trail Use Agreement over the Premises, or any portion thereof if, in its sole discretion, it determines that conditions, including but not limited to weather, have caused or will cause environmental damage to the Premises or waters contained therein.

### 3.2. Camping Prohibited Without CMP Consent.

Licensee shall not use any portion of the Premises for camping or for any use other than specified in Section 3.1 without the prior written consent of CMP which consent may be withheld at CMP's discretion.

### 3.3 Improvements.

Licensee 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 and are in strict compliance with Section Four below. Licensee, or its agents, may use, as necessary, motorized vehicles for installation of Trail improvements and for Trail maintenance.

## Section Four – Licensee Obligations and Restrictions

### 4.1. Improper Activities.

Licensee shall not use the Premises in any manner that will endanger health, create a nuisance, or be incompatible with CMP's use of the Premises in its business as a public utility. Each Licensee shall use the Premises in a safe manner and comply with all applicable federal, state and local laws, including without limitation, any laws pertaining to the use and operation of recreational vehicles (e.g., 12 M.R.S.A. § 13001 et seq, 13101 et. seq., 13151 et. seq. and 13157-A. Licensee shall take reasonable measures to inform any person using the Trail about Licensee's obligations under this section and require such users to strictly adhere to the obligations hereunder.

### 4.2. Notification to Abutting Landowners.

Prior to the initiation of any Trail construction and the proposed use of any new portion of the Trail, Licensee or Co-Licensees will provide written notification of the proposed Trail to all abutting landowners of record along the affected Premises. Licensee shall investigate at its expense any landowner objections resulting from such notification(s), or any complaints arising from the ensuing use of the Trail. The resolution of such objections or complaints shall be determined to the reasonable satisfaction of CMP, Licensee and said landowner(s).

### 4.3. Trail Location.

Licensee shall obtain CMP's prior written approval to the location(s) of any additions and modifications to the trails authorized by this Agreement. To the extent practicable and in accordance with State of Maine laws, including but not limited to laws and regulations related to ATV and snowmobile operation, the Trail will be located along the outer edge of CMP's lands, unless otherwise approved in writing by CMP and subject to Section 6.3 below. Co-Licensee shall mark the proposed Trail with flagging prior to CMP inspecting the Trail location. Licensee or Co-Licensee may have a representative(s) accompany the CMP inspector on the site visit. CMP inspector will conduct a post-construction inspection when notified of completion of construction.

### 4.4. Trail Construction and Excavation Work.

Licensee shall perform any construction, maintenance and excavation work in compliance with (i) any and all applicable federal, state, and local laws, and (ii) any applicable CMP standards regarding work conducted within its rights of ways which standards shall be provided by CMP to Licensee in advance of any such work. At least ten (10) business days prior to commencement of any Trail construction, maintenance or excavation involving the use of heavy equipment on the Premises, Licensee will contact the line superintendent of CMP's Transmission Department at (207) 626-9562, or such other contact person as CMP may from time to time designate. Without limiting the generality of the foregoing, or the provisions of Section Five below, Licensee shall comply with the following standards, rules and restrictions:

4.4.1 All notification requirements under 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 as from time to time amended, and any rules and regulations pertaining thereto.

4.4.2 The Overhead High-Voltage Line Safety Act, M.R.S.A., Title 35A, Section 751, et seq., Chapter 7-A, as from time to time amended, and any rules and regulations pertaining thereto.

Art Brown  
Elec.  
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★ 4.4.3. Licensee will not allow any vehicle, equipment or machinery to come within an area in which any part of it, including but not limited to any arm, bucket, blade or knuckle, has the capability, even if improbable, of extending to within fifteen (15) feet of CMP's overhead wires on the Premises.

★ 4.4.4. Licensee shall permit no excavation or construction on the Premises unless all necessary permits or any necessary third-party consents and approvals have been obtained and Licensee has complied with the foregoing provisions. When excavation is required and approved, a CMP inspector may be required to be present during such excavation at the sole cost and expense of the Licensee or Co-Licensee. Excavation work that does require the presence of an inspector will be performed Monday through Friday from 7:00 AM to 5:00 PM.

4.4.5. No portion of the Trail may pass between poles on a multi-pole structure, or within 25 feet of any pole, guy wire or substation fence. In the event that any portion of the Trail is found to pass within 25 feet of a transmission pole, guy wire or substation fence, CMP may, subject to the provisions of paragraph 4.12.1 below, (i) require Licensee to remove or relocate the Trail, (ii) require Licensee to construct, between said pole, guy wires or fence and the Trail, barriers that are adequate to protect said poles and guy wires from damage, or (iii) relocate its transmission poles or guy wires in order to accommodate the provisions of this Trail Use Agreement, (iv) Trails constructed prior to the date of this Agreement that are at least 15 feet from structures, may not be required to meet the 25 foot restriction. Licensee shall not install any such barrier without first obtaining CMP's written approval of the design, composition and installation thereof, and the construction and maintenance of said barriers, as well as any relocation of transmission poles or guy wires, will be at the Licensee's sole cost and expense.

#### 4.5. Changes in Trail Plans.

At such time as Licensee shall obtain any written approval by CMP for a new Trail or a change in an existing Trail location and design, Licensee will provide CMP with a plan showing centerline location of the Trail, all improvements to be constructed by Licensee and the location of CMP's existing poles and guy anchors, if any, located within the Premises. As set forth above any new Trail plan will be attached and become part of Schedule A and shall become subject to the terms of this Trail Use Agreement.

#### 4.6. Vegetation Management.

Licensee may only cut vegetation and timber to the extent required to establish and maintain the Trail. Prior to the cutting, pruning or trimming of any trees of 10 feet or higher on the Premises, Licensee will notify appropriate CMP Vegetation Management personnel by calling (207) 621-3943 and subsequently comply with all requirements and conditions as set forth by said CMP representatives, as well as in accordance with all State and municipal laws and requirements. At no time will Licensee pile or burn any trimmed vegetation on the transmission corridor. All vegetative waste will be chipped on site or hauled away. Licensee shall use only CMP pre-approved contractors for the cutting or trimming of any trees of 10 feet or higher. CMP assumes no obligation or liability under this Trail Use Agreement to trim or cut trees in and around the Trails for purposes of establishing and maintaining the Trail. Nothing contained herein shall limit or compel CMP to perform at its discretion vegetation management. Any CMP Vegetation Management performed by CMP shall be for CMP's sole benefit.

#### 4.7. Signs and Postings.


Licensee may erect signage as needed to identify the Trail and its appropriate use in accordance with the guidelines and procedures adopted by the State of Maine, Department of Conservation, Bureau of Parks & Lands. No signs, Trail markers, reflectors, or notices of any kind will be attached to CMP structures.

Licensee will recognize CMP's grant of this Trail Use Agreement on any signs erected by the Licensee on the Premises and through any printed materials of Licensee that publicize the Trail. In the event CMP provides Licensee with recognition signs, and provided the signs are not otherwise contrary to any applicable law or regulation, Licensee will place them at trailheads and in other appropriate locations along the Trail. Upon written request, CMP shall have the right but not the obligation to review and approve all written materials and signage relative to CMP used by Licensee in connection with the Trail.

4.8. Joint ATV/Snowmobile Trails.

Operation of ATVs on the Trail is prohibited when the Trail is groomed for snowmobile use and during the post-winter period of saturated soils (mud season). Licensee will determine when soils along the Trail are no longer saturated and ATV operation may resume at that time. Licensee shall not allow, and shall undertake reasonable measures to prevent, the use of any portion of the Trail by ATV's until such time as ATV usage will not impair the Premises or cause soil erosion or run off.

4.9. Damage Repair.

 Licensee agrees to assume responsibility and all costs associated with any repairs resulting from damage to the Premises and CMP's facilities caused by Licensee's use of the Premises. Licensee agrees to stabilize the surface soils and flora in accordance with best management practices for trails, as reasonably as possible and consistent with CMP's use, to avoid further erosion of the soils or damage on or to the Premises.

4.10. Waste.

Licensee will not make or suffer any waste of the Premises. Licensee will also take reasonable steps to keep the Premises free of litter and debris, including but not limited to cans, paper goods, tires, appliances, construction materials, etc., whether caused by Licensee or otherwise.

4.11. Gate Installation.

Licensee agrees, upon reasonable request by CMP, to install and maintain gates or barricades across the Trail at public road crossings to prevent access to the Trail by road-licensed vehicles. Gate opening must be a minimum of 14 feet in width. All gates will include an interlocking key system. Such gates and their installation and maintenance will be at the sole cost of the Licensee. At the time of erecting any gate, Licensee shall provide CMP, and upon request any state or local emergency agency, access to the interlocking key system. **Maine Dig Safe Statutes as mentioned in paragraph 4.4.1 shall apply.**

4.12. Notification and Right to Terminate Trail Use Agreement.

4.12.1. Prior to undertaking any activity on the Premises for which CMP will seek reimbursement from Licensee, CMP shall provide Licensee with reasonable written notice of the intended activity and the associated costs. CMP and Licensee agree to work in good faith to limit any and all costs arising out of this Trail Use Agreement, and when alternative activities are available, Licensee shall have the discretion to choose the least expensive alternative.

4.12.2. MDOC shall notify CMP in the event that MDOC loses authority to administer the Off Road Vehicle Division or its funding for such program, at which time, MDOC and CMP shall each have the right to terminate this Trail Use Agreement immediately upon giving written notice to the other party of termination. Nothing herein shall be construed to limit CMP's right to revoke the license granted under this Trail Use Agreement for any other reason. Nothing in this Agreement shall obligate MDOC or the State to fund any obligation for which there are no appropriated funds.

## Section Five – Permits & Requirements of Law

### 5.1. Permits and Approvals.

Upon execution of this Trail Use Agreement, Licensee will promptly seek and make reasonable effort to obtain all necessary federal, state and municipal approvals, licenses and permits. Licensee will not undertake any construction, improvements or installations until Licensee and CMP (if necessary) have procured all necessary permits or governmental approvals. Licensee will also assure that its use of the Trail is in compliance with all applicable laws and regulations, including, but not limited to, Department of Environmental Protection wetland regulations. Payment of any fines assessed by any agency for failure of Licensee to comply with any regulation or obtain necessary approvals, licenses and permits under this Trail Use Agreement will be the sole responsibility of the Licensee. Licensee and CMP will comply with all governmental laws, orders, ordinances and regulations and with any lawful order of any public officer or officials.

In the event that CMP approves of the construction or use of a new Trail, but Licensee or CMP, as the case may be, has not received the necessary permits or approvals within one (1) year after such approval, and the parties have not previously agreed to an extension of this time frame, said approval will be null and void.

### 5.2. CMP Rights of Way – Limitation/Need for Third-Party Permission.

To the extent it is determined that any portion of the Premises is subject to any use restrictions which would prohibit Licensee's use of the Premises or any Trail located within the Premises, in the manner contemplated hereunder, CMP shall have the right to restrict Licensee's use thereof, and Licensee shall either promptly relocate or discontinue the Trail, or obtain any necessary third-party consents or releases.

### 5.3. Abutting Property.

Licensee acknowledges and agrees that in any place that the Trail leaves the Premises and enters other private property, landowner permission has been or will have been acquired by Licensee or Co-Licensee in compliance with all laws and the provisions of this Trail License Agreement.

## Section Six - Rights and obligations of CMP

### 6.1. CMP Rights of Way Limitations.

Licensee's rights under this Trail Use Agreement are subject to any rights CMP has, prior to execution of this Trail Use Agreement or at any time during the term or any renewal term hereof, granted to third parties, even if such rights interfere with Licensee'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 Licensee's use of the Premises. The foregoing notwithstanding, CMP agrees to take reasonable efforts to not interfere and to prevent such third parties' interference with Licensee's use of the Premises to the extent permitted under any such third-party license. Neither CMP nor CMP's assignees will be liable to Licensee for any lawful interference with Licensee's use of the Premises. Licensee acknowledges and agrees that CMP shall have the right to terminate in whole or in part the license granted hereunder in the event that Licensee's use of the Premises interferes with the use of the Premises by CMP or any such third-party.

6.2. Trail Closure/Relocation.

CMP may close the Trail, or portions thereof, on a temporary basis to maintain, repair, replace, or rebuild its utility facilities. CMP will make a reasonable effort to provide a new location for any section of Trail, or portions thereof, that has been closed to facilitate the construction of new electrical transmission or distribution lines. Any work associated with relocating the Trail shall be at Licensee's cost.

6.3. CMP Use of Premises.

This Trail Use Agreement does not in any way affect the right of CMP or its representatives to enter upon the Premises at any and all times for any need arising out of its utility, land management or other business purpose, or for purposes permitted under any third-party license agreement. This right includes the right for CMP, its employees, agents or assignees to operate ATVs on snow-covered Trails groomed for snowmobile use. CMP has the right to use and enjoy fully in accordance with their capacity any improvements whatsoever that are, or may be, placed on the Premises by the Licensee. CMP reserves the right to specify the size and load-bearing capacity of any bridges installed by Licensee so that those bridges may accommodate CMP maintenance vehicles, provided, however Licensee shall not be responsible for any costs associated with accommodating CMP maintenance vehicles including without limitation construction or maintenance costs.

6.4. Right to Halt or Revoke Trail Use Agreement.

CMP has the right, but not the obligation, to temporarily halt or revoke the use of any or all Trails, or sections thereof, licensed under this Trail Use Agreement over the Premises, or any portion thereof if, in its sole discretion, it determines that conditions, including but not limited to weather, have caused or will cause excessive environmental damage to the Premises or waters contained therein.

### **Section Seven - Waste & Environmental**

7.1 Avoidance of Waste and Environmental Impact.

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

7.2 Hazardous Conditions.

CMP and its authorized representatives have the right to enter upon the Premises for any purpose and to inspect the Premises and to close any Trail, or portions thereof, without prior notice, if it is believed, in the sole opinion of CMP, that a hazardous or dangerous condition exists and/or there may be immediate and serious danger to the public. In such instances, CMP will immediately notify Licensee of the closure and the nature and cause of the closure. CMP assumes no obligation hereunder to conduct any such inspection or make any such closure. CMP shall not be liable to Licensee, any person claiming through Licensee or any person permitted by Licensee to use the Premises, for CMP's closure or failure to close the Trails.

### **Section Eight - Operation and Maintenance by Licensee**

8.1 Repairs and Maintenance of Trail/Compliance with Rules.

Licensee will 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, including without

limitation gates, so that they remain orderly and safe. Licensee will also maintain the Trail in a safe condition, for example grading, bridge and culvert construction, maintenance of vegetation affecting the Trail and maintenance of all approved signs. Licensee will take reasonable measures to inform the public of the uses of the Premises permitted under this Trail Use Agreement. Licensee will also make reasonable efforts to enforce compliance with such uses and prevent harm or damage to the Premises, including but not limited to dumping.

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## 8.2 Inspections.

CMP and its authorized representatives may periodically inspect the Premises to determine if maintenance may be necessary and will notify Licensee within a reasonable time period after discovery by CMP of any necessary maintenance to be performed by Licensee.

In the event that Licensee fails to perform its obligations under this Section within a reasonable period of time, CMP may, fourteen (14) days after mailing written notice to Licensee, terminate this Trail Use Agreement, or the use of specific Trails or sections thereof licensed under this Trail Use Agreement.

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

Upon revocation, expiration of the term or other termination of this Trail Use Agreement or the use of specific Trails or sections thereof licensed under this Trail Use Agreement, whether by reason of lapse of time or Licensee's default or otherwise, Licensee will quit and surrender the affected Premises, together with all improvements thereon, to CMP in as good order and condition as the Premises currently exists or may be improved except for ordinary wear and tear.

## **Section Ten - Insurance and Liability**

### 10.1 Recreational Use Only/Licensor Limitation of Liability.

Licensee agrees to conduct activities on said lands in a prudent manner and to take every reasonable precaution to prevent accidents of any nature. As aforesaid, the parties intend that any use permitted under this Trail Use Agreement shall be for recreational use only and therefore liability for injuries and/or damages suffered on the Trails is limited by Title 14, MRSA Chapter 7, Section 159-A of the revised Maine Statutes "Limited Liability for Recreational or Harvesting Activities", or in the case of the State the limitations of the "Maine Tort Claims Act" and other applicable laws.

### 10.2 Insurance Obligations.

Notwithstanding the foregoing, the parties agree as follows:

(i) The MDOC shall maintain liability insurance under its standard "Self-Insurance Fund" policy, which identifies CMP as an additional insured but does not expand or abrogate any applicable limitations of the Maine Tort Claims Act and/or Title 14 M.R.S.A. Section 159-A beyond provided insurance. Said insurance shall have a limit of liability of not less than \$500,000 per occurrence.

(ii) As a precondition to the undertaking of any major construction and excavation activity under Section 4.4 hereof, the MDOC and CMP may require that the contractor and, to the extent practical, the Co-Licensee, obtain insurance coverage upon terms and in such amounts as are customarily obtained for such construction work. Said insurance coverage shall identify the MDOC and CMP as additional insureds.



(iii) If a Co-Licensee maintains liability insurance with respect to its use of the trails, Co-Licensee shall, upon reasonable request, arrange for such policy to identify the MDOC and CMP as additional insureds.

(iv) Upon request by the MDOC or CMP, each Co-Licensee, will provide a certificate of insurance or other evidence of insurance demonstrating that the aforementioned insurance is in full force and effect.

The parties intend that solely with respect to the MDOC, any third party liability claim shall be addressed by, but only to the extent of, the insurance coverage purchased or required to be purchased pursuant to this Section. CMP disclaims all liability for any claims, suits, damages, or causes of action for damages resulting from any injury to person or property or loss of life sustained on the Premises.

### 10.3 MDOC Limitation of Liability.

Notwithstanding anything in this Agreement to the contrary, to the extent not covered under any insurance policy, as required hereunder or otherwise, the obligations of MDOC with respect to (i) any claim, suit, damage, or cause of action for damages resulting from injury to person or property, and (ii) obligations of MDOC shall be limited to available funding within the MDOC Off Road Vehicle Division, and such other funding or appropriation applicable to the MDOC's administration of this Trail Use Agreement. In no event shall the MDOC be liable hereunder in violation of any applicable laws or beyond appropriated funding for this purpose.

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

### 11.1. Condition of Premises/Ownership.

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

### 11.2. Release and Indemnity.

Neither CMP nor its parent company or their affiliates, nor its and their directors, officers, employees, agents, contractors, successors and assigns will be liable for, and Licensee hereby releases and, except as to the state of Maine indemnifies them, to the extent permitted by law and the policy limits noted above in Section 10 of this agreement, from and against, 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 Licensee or any person claiming through Licensee resulting from any accident, occurrence or condition in or upon the Premises or related to this Trail Use Agreement, except for damage caused solely by the willful acts of CMP.

Licensee acknowledges that notwithstanding any action undertaken by CMP in connection herewith, including without limitation any review, suggestions for changes in design or approvals regarding the Trail, coordination of work, or provision of assistance in connection with the design, construction or maintenance of the Trail, neither CMP nor any of its officers or employees, assumes any responsibility or other obligation to the Licensee or its assignees, including those permitted to use the Trail by or through Licensee, concerning the design and location of the Trail, quality of the Trail construction or maintenance, or the Licensee's compliance with local, state or federal laws, codes, zoning requirements, handicap accessibility requirements or any other applicable laws and regulations as a result of or in connection with or applicable to the Trail and the uses permitted under this Trail Use Agreement. Licensee acknowledges that any actions by CMP in connection with the design, location, construction or

maintenance of the Trail are solely for its intended benefit and relate to its operation of the transmission line. Licensee assumes all obligations and responsibility to design, build, maintain, oversee and administer the use of the Trail in compliance with federal, state and local, environmental laws, codes, zoning requirements, handicap accessibility requirements and any other applicable laws and regulations and assumes responsibility for the quality of construction and maintenance thereof. Moreover, Licensee hereby waives any and all rights, claims or other actions against CMP. Co-Licensee, not including the state of Maine, agrees to indemnify, defend and hold CMP harmless against any and all claims, demands, actions, law suits, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with the Trail. Notwithstanding the foregoing, the obligations of the state of Maine MDOC under this Section 11.2 shall be subject to and limited by Section 10 hereof.

The provisions of this Section will survive cancellation or termination of this Trail Use Agreement

### Section Twelve - Default

Licensee shall be in default ("Default") under this Trail Use Agreement if it breaches or fails to fully comply with any term or condition of this Trail Use Agreement within thirty (30) days (the "Cure Period") after receipt of written notice from CMP of any such failure to correct the conditions specified in the notice; provided that CMP may consent in writing to a longer Cure Period, with such consent not to be unreasonably withheld, if such condition cannot reasonably be cured within thirty (30) days, and Licensee has (i) promptly commenced within the Cure Period and diligently pursues curing the Default, and (ii) has undertaken corrective measures, including any measures set forth in Section 4.9, to protect the public health or safety, abate a nuisance, or prevent damage to the Premises.

In the event a Default occurs, CMP shall at its option, subject to the limitations contained in this Trail Use Agreement, have one or more of the following remedies, without notice or demand:

- a. termination of this Trail Use Agreement and immediate revocation of the permission granted hereunder;
- b. any remedies specifically provided in this Trail Use Agreement; and
- c. any remedies available in law or in equity, provided that any such remedy shall in the case of the MDOC be subject to the limitations set forth in Section 10.3 hereof.

### Section Thirteen - Notices

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

LICENSEE

Maine Department of Conservation  
Bureau of Parks & Lands—Off-Roads Vehicle Division  
22 State House Station  
Augusta, Maine 04333

CMP

Central Maine Power Company  
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 Licensee, each party will designate a contact person for communications necessary under this Trail Use Agreement other than formal notices, which notices will be sent in accordance with the written notice provisions of this Trail Use Agreement.

#### Section Fifteen - No Waiver

Failure of CMP to complain of any act or omission on the part of the Licensee, no matter how long the same may continue, will not be deemed a waiver by CMP of any of its rights hereunder. Any waiver by CMP, express or implied, of any breach of this Trail Use Agreement, will not be deemed a waiver of any provision of this Trail Use Agreement or of any subsequent breach of the same or other provision of this Trail Use Agreement. If any action by either party shall require the other's consent or approval, such consent or approval on any particular occasion shall not be deemed a consent or approval of any other action on any subsequent occasion.

#### Section Sixteen - Assignment & Co-Licensee

The purpose of this Trail Use Agreement is to provide public access on the Premises for recreational use under the terms, restrictions and conditions set forth herein. MDOC may assign this License in its entirety with the consent of CMP, said consent may be withheld for any reason including without limitation for any reasons associated with the safe and reliable operation of CMP's facilities as a public utility, or if the assignee cannot demonstrate sufficient resources to comply with the terms and conditions of this Trail Use Agreement. However, MDOC may delegate the construction, maintenance and/or oversight of the Trail, or portions thereof, to one or more Co-Licensee(s). A Co-Licensee may be an organized incorporated recreational club, municipality, quasi-municipal corporation or 501-3C not-for-profit corporation. Any delegation to a Co-Licensee will be made subject to the terms and conditions of this License and such delegation will not relieve MDOC from its obligations of this Trail Use Agreement. It will remain the responsibility of the MDOC to oversee and enforce compliance with all provisions and conditions of this Trail Use Agreement.

#### Section Seventeen - Authorization

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

#### Section Eighteen - Miscellaneous Provisions

##### 18.1. Validate.

If any covenant, provision or condition of this Trail Use Agreement or the application thereof to any person or circumstance shall be declared to any extent to be invalid or unenforceable, the remainder of this Trail Use Agreement, or application thereof will remain in full force and effect. Provided that if any provision limiting CMP liability under Section 10.1 of this Trail Use Agreement or otherwise herein is declared invalid or unenforceable, then CMP shall have the right to immediately terminate this Trail Use Agreement and revoke any future uses of the Premises by Licensee.

18.2. Modifications and Waivers.

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

18.3. Choice of Law/Venue.

~~This Trail Use Agreement will be governed by and constructed in accordance with the laws of the State of~~  
Maine. Any action brought in connection herewith shall be brought in the State of Maine in Kennebec County or Cumberland County.

18.4. Captions.

The captions appearing in this Trail Use 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 Trail Use Agreement or in any way affect this Trail Use Agreement.

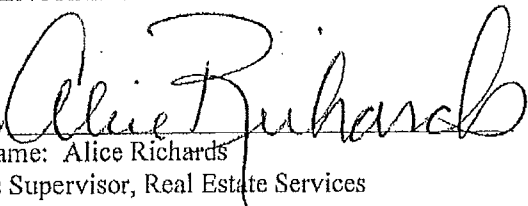
18.5. Entire Agreement.

The covenants, provisions and conditions contained in this Trail Use Agreement constitute the entire agreement between the parties and will supersede all previous communications, representations, or agreements either verbal or written between the parties with respect to the Premises and subject matter of this Trail Use Agreement. This Trail Use Agreement may be executed in any number of counterparts, each of which when executed by all parties to this License Agreement shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument.

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

**CENTRAL MAINE POWER COMPANY**

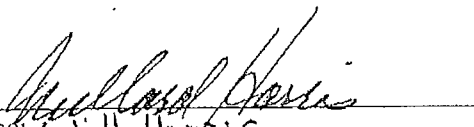
By

  
Name: Alice Richards

Its Supervisor, Real Estate Services

**STATE OF MAINE  
DEPARTMENT OF CONSERVATION  
BUREAU OF PARKS & LANDS  
OFF-ROAD VEHICLE DIVISION**

By:

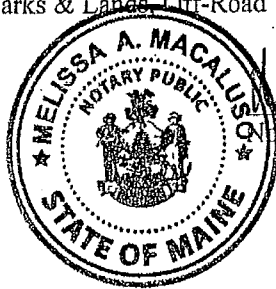
  
Name: Will Harris

Its Director BP+L

STATE OF MAINE  
Kennebec, ss.

4-7-11, 2011

The above named Willard R Harris, Director Bureau of Parks & Lands  
personally appeared before me and acknowledged the foregoing Trail Use Agreement to be his/her free  
act and deed in his/her said capacity and the free act and deed of said State of Maine, Department of  
Conservation, Bureau of Parks & Lands, Off-Road Vehicle Division.



Melissa A. Macaluso  
Notary Public

**MELISSA A. MACALUSO**  
Notary Public • State of Maine  
My Commission Expires February 7, 2018

STATE OF MAINE  
Kennebec, ss.

April 1, 2011

The above named Alice Richards, Supervisor, Real Estate Services, Central Maine Power Company,  
personally appeared before me and acknowledged the foregoing Trail Use Agreement to be her free act  
and deed in her said capacity and the free act and deed of said Central Maine Power Company.

Paul Fecteau

Notary Public  
**Paul Fecteau, Notary Public**  
State of Maine  
My Commission Expires 1/24/2012