

THIS INDENTURE OF LICENSE made this 19th day of November, 1981 by and between CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Edison Drive, Augusta, Maine 04336 hereinafter sometimes called the "Licensor", and the STATE OF MAINE, by and through its Department of Conservation, having its principal office at Station 19, Augusta, Maine 04333, hereinafter sometimes called the "Licensee".

W I T N E S S E T H

In consideration of the rent and covenants herein contained, the Licensor does hereby grant permission to the Licensee, its agents and invitees, in common with the Licensor and others entitled to use the same, to enter upon and occupy in the manner and subject to the terms, conditions, restrictions and limitations herein contained, the following described premises situated on the northerly side of the Moxie Road in the Township of Moxie, County of Somerset, bounded and described as follows:

1. A certain strip of land being one hundred (100) feet in width, the center of which is located as follows: Commencing at an iron pipe in the northerly line of the Moxie Road, so-called, which iron pipe is one hundred eighty and four tenths (180.4) feet westerly from post numbered seventy-one (71) on the north side of said road and seventy-five and five tenths (75.5) feet northerly from post numbered seventy (70) on the south side of said road. (The above numbered posts were given in back-up deed from Louise H. Coburn, et al to Coburn Lands Trust dated January 15, 1920 and recorded in Somerset County Registry of Deeds, Book 351, Page 564); thence north twenty-three degrees forty-five minutes east (N. 23° 45' E.) four hundred thirteen (413) feet to an iron pipe in the ground; thence north twenty degrees thirty-one minutes west (N. 20° 31' W.) five hundred fifty-nine (559) feet to an iron pipe in the ground; thence continuing in the same course north twenty degrees thirty-one minutes west (N. 20° 31' W.) six hundred eighty-seven and nine tenths (687.9) feet to an iron pipe in the ground; thence north twenty-six degrees forty-four minutes west (N. 26° 44' W.) three hundred seventy-two and six tenths (372.6) feet to an iron pipe set in the ground; thence north forty-eight

degrees twelve minutes west (N. 48° 12' W.) one thousand eighty-one and five tenths (1,081.5) feet to an iron pipe set in the ground; thence north forty-eight degrees twelve minutes west (N. 48° 12' W.) four hundred seventy-nine and three tenths (479.3) feet to an iron pipe in the ground; thence north eight degrees ten minutes west (N. 8° 10' W.) about two hundred eighty-three and five tenths (283.5) feet to the east line of the one thousand (1,000) foot strip of land, so-called, owned by this Licensor and being the same parcel of land delineated on plan numbered Eighteen A (No. 18-A), Plan of Highway Revision from Moxie Road to Site F, East Branch of Kennebec River, dated September 15, 1920, said plan being a revision of Plan Eighteen (18) filed by Fidelity Trust Company, Trust Company, Trustee, December 20, 1919, recorded in Plan Book 6 in the Somerset County Registry of Deeds, and described in paragraph first of the additional descriptions filed and recorded therewith.

Excepting and reserving to the Licensor, its successors and assigns, the perpetual right and easement to pass and repass on foot and with vehicles over, along and across a road as now located on the one hundred (100) foot strip of land to enable the Licensor, its successors and assigns, to obtain access to other land of the Licensor. The cost of maintaining and repairing said road shall be shared equitably, based on use, among the Licensor, the Licensee, and other parties entitled to use the same. Any improvements to the road required by the Licensee shall be subject to the prior approval of the Licensor and shall be made by the the Licensee at its sole expense.

2. Upon foot only upon two certain lots or parcels of land situated on either side of Moxie Stream, each being a strip of land twenty-five (25) feet from the high water line of said stream in its natural condition, bounded and described as follows: Beginning at the easterly line of the said one thousand (1,000) foot strip at a point twenty-five (25) feet northerly measured at right angles from the high water mark on the northerly side of Moxie Stream; thence easterly, southerly and north-easterly parallel with the said high water mark and distant twenty-five (25) feet therefrom to the northeasterly line of land of the Licensee; thence

southerly along the northeasterly line of land of the Licensee crossing said Moxie Stream to a point on the southerly side of said stream twenty-five (25) feet distant southerly at right angles from said high water mark; thence southwesterly, northwesterly and westerly parallel with the high water mark on the southerly side of said stream and distant twenty-five (25) feet therefrom to the easterly line of said one thousand (1,000) foot strip; thence northerly crossing the said Moxie Stream on the said one thousand (1,000) foot strip to the point of beginning.

Excepting and reserving to the Licensor any right, title and interest it may have below the high water line of Moxie Stream.

3. Also granting to the Licensee the right to construct foot trails on the said one thousand (1,000) foot strip bounded on the south by the northerly line of the public lot and on the north by the southerly side of Moxie Stream. The location, clearing, trimming and maintenance of said foot trails to be subject to mutual agreement of the Licensor and Licensee and subject to regulations of the Maine Land Use Regulation Commission and all other applicable authorities.

Also excepting and reserving to the Licensor, its successors and assigns, the perpetual right and easement to overflow and flood any or all of the above-described premises directly or indirectly by backflow, seepage, erosion, inundation or otherwise as the same may be overflowed and flooded by means of any dam or dams that may be constructed now or hereafter and maintained across the Kennebec River or any of its tributaries, including without limitation Moxie Stream. In addition, the Licensor, its successors and assigns, shall not be held liable to the Licensee for the uneven handling of the waters of Moxie Stream.

Also excepting and reserving to the Licensor, its successors and assigns, the right to require the owner or owners of standing timber on all or any portion of the above-described premises within the limits of the one thousand (1,000) foot strip of land, so-called, to remove, at the sole cost and expense of said owner or

owners, said standing timber from such portions of the premises as are to be used by the Licensor, its successors and assigns, for construction purposes, within three (3) months from the date of notice to remove said timber, and from the remainder of said premises within one (1) year from the date of notice to remove said timber.

Yielding and paying therefor the sum of one dollar (\$1.00) payable on the date of the execution of this Indenture.

In consideration of the mutual covenants and agreements herein contained to be kept and performed by the parties hereto, it is agreed as follows:

(1) The Licensee will quit and deliver up the premises to the Licensor, or its attorney, peaceably and quietly at the termination of this license in as good order and condition (reasonable use and wearing thereof or inevitable accident excepted) as the same are now or may be put into by the Licensor or Licensee and will not make or suffer any strip or waste thereof nor assign or underlet the premises or any part thereof or erect any building or structure on the premises without the written consent of the Licensor. The Licensee will post the premises to prohibit camping and the building of fires.

(2) This License is granted on the express condition that the Licensee will purchase and keep in full force and effect general public liability insurance, with minimum coverage of \$500,000 for each occurrence, to protect the Licensor from any liability incurred as a result of the herein described premises as a public recreation area, excepting, however, liabilities incurred as a result of willful acts or negligence of the Licensor.

(3) The Licensor shall not be liable for any personal injuries or property damage suffered by the Licensee, its successors or assigns, agents, employees, independent contractors or invitees, while using above-described property.

(4) This License may be terminated and cancelled at the sole discretion of either party at any time by either party giving to the other party one year's notice in writing of the intent to cancel and terminate this license.

(5) All notices shall be deemed sufficient if sent by mail, postage prepaid to the Licensor at Edison Drive, Augusta, Maine 04336, and to the Licensee at State House Station 19, Augusta, Maine 04333.

(6) This License shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the said Central Maine Power Company has caused its corporate name to be signed and its corporate seal affixed by Matthew Hunter, its Vice President hereunto duly authorized, and the said State of Maine, has hereunto set its hand and seal, all as of the day and year first above written.

Signed, Sealed and Delivered
in presence of

CENTRAL MAINE POWER COMPANY

J. Robert Curtis

By: Matthew Hunter
Vice President

STATE OF MAINE

Herbert Hartman

By: Herbert Hartman

Approved as to form:
Paul G. [unclear] 11/19/81

CENTRAL MAINE
POWER COMPANY
APPROVED AND
LEGAL
BY: [Signature]
DATE 11/19/81