06140

EASEMENT AND ROAD USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Warren T.Perry, Sr., also known as Warren T. Perry, of Steuben, County of Washington and State of Maine, whose mailing address is RR1, Box 32, Steuben, ME 04680 grants to George R. Hanington and Dale E. Hanington, whose mailing address is 8041 Broadlawn Drive, Pittsburgh PA 15327, their heirs and assigns,

the non-exclusive right to build, use, operate, and maintain a right of way, for the purpose of hauling forest products, road building materials, and for all other purposes spacifically related to the management and utilazation of timberlands, over lands of the Grantor located in the Town of Steuben, County of Washington and State of Maine, said easement being forty (40) feet in width and being further described as a road leading from the No. 7 road to land of H. C. Haynes, Inc. , over land acquired by the Grantor, as surviving grantee of the deed of Ralph L. Perry and Madge E. Perry dated March 29, 1980 and recorded in the Washington County Registry of Deeds in Book 1185, at Page 16, as shown on the attached map labelled "Exhibit A", in a heavy black line, under the following terms and conditions:

a. Reservations to Grantor: Reserving to the Grantor the full and free use of said right of way and the right to convey similar rights in others; also reserving the right to relocate, repair, reconstruct, or maintain the same to the extent that it shall deem appropriate, and in such case the right as needed to interrupt traffic to accomplish such purposes.

b. Maintenance: The Grantor shall be under no obligation to maintain or improve the right of way. To the extent that the Grantor does not improve or maintain the same, the Grantees shall have authority to maintain and improve the right of way, provided, however, that such maintenance or improvement will not alter the condition of the right of way.

c. Clearing: The Grantees may keep clear the right of way and may cut down, from time-to-time, dead trees or other trees which because of their abnormal condition may constitute a hazard to the right of way use.

d. Litter and Obstruction: The Grantees shall keep the right of way free and clear of all litter and refuse caused by the Grantees, their agents, guests, lessees, or independent contractors, directly or indirectly, and shall not obstruct or in any manner

close off the right of way without prior written consent from the Grantor, except as noted above.

e. Restriction on Use: The Grantees shall comply with all reasonable road restrictions applicable to all users, including restrictions on weight, speed, and use during adverse weather or fire conditions, reasonably necessary to protect the road and adjacent timber. The Grantees also agree that the above mentioned roadway shall not connect or intersect with any present or future roadway to create a thorughway.

f. Damage: Any damage to the right of way caused by the Grantees, their agents, guests, lessees, or independent contractors, directly or indirectly, shall be repaired by and at the expense of the Grantees, and so that the condition after repair is at least as good as it was before damage within a reasonable time, (but in any event, within sixty [60] days of notice by the Grantor), the Grantor may repair such damage, and the costs thereof shall be billed to and paid by the Grantees.

g. Permits and Environmental Laws: With respect to permits required under environmental laws, it is understood that it will be the responsibility of the Grantees to obtain any and all permits to satisfy all national, state or local environmental requirements. Grantor will be held harmless from any and all legal actions arising out of application of environmental laws and valid rules and regulations promulgated thereunder resulting from acts performed by or for the Grantees, specifically including any laws, rules, and regulations concerning the transportation, storage, or disposal of hazardous wastes.

h. Non-Assignment: The rights under this easement are to expire if the real estate served by this easement is sold or exchanged by the said George R. Hanington and Dale E. Hanington and may not be assigned, without the express written consent of the Grantor herein, its successors or assigns.

i. Subject to Restrictions: This grant is made subject to all liens, encumbrances, reservations, exceptions, easements, servitudes and public ways or rights of way in use or of record affecting the above described property.

j. Hold Harmless and Indemnification: The Grantees agree to indemnify and hold harmless the Grantor for any and all claims, demands, expenses, judgements

and awards against, incurred by or imposed upon the Grantor arising in any manner in connection with the Grantees' exercise or non-exercise of its rights under this grant, including, but not limited to, the use of the right of way by Grantees, its employees, agents, lessees, and independent contractors, including reasonable attorneys' fees in the event the Grantor is made a party to any legal action involving this right of way agreement, and, in general, the Grantees shall have no legal recourse against the Grantor.

IN WITNESS WHEREOF, I the said Warren T. Pery, Sr. have hereunto set my hand and seal this 2nd day of June 1995.

Warren T Perry Sr

STATE OF MAINE
County of WASHINGTON

June 2, 1995

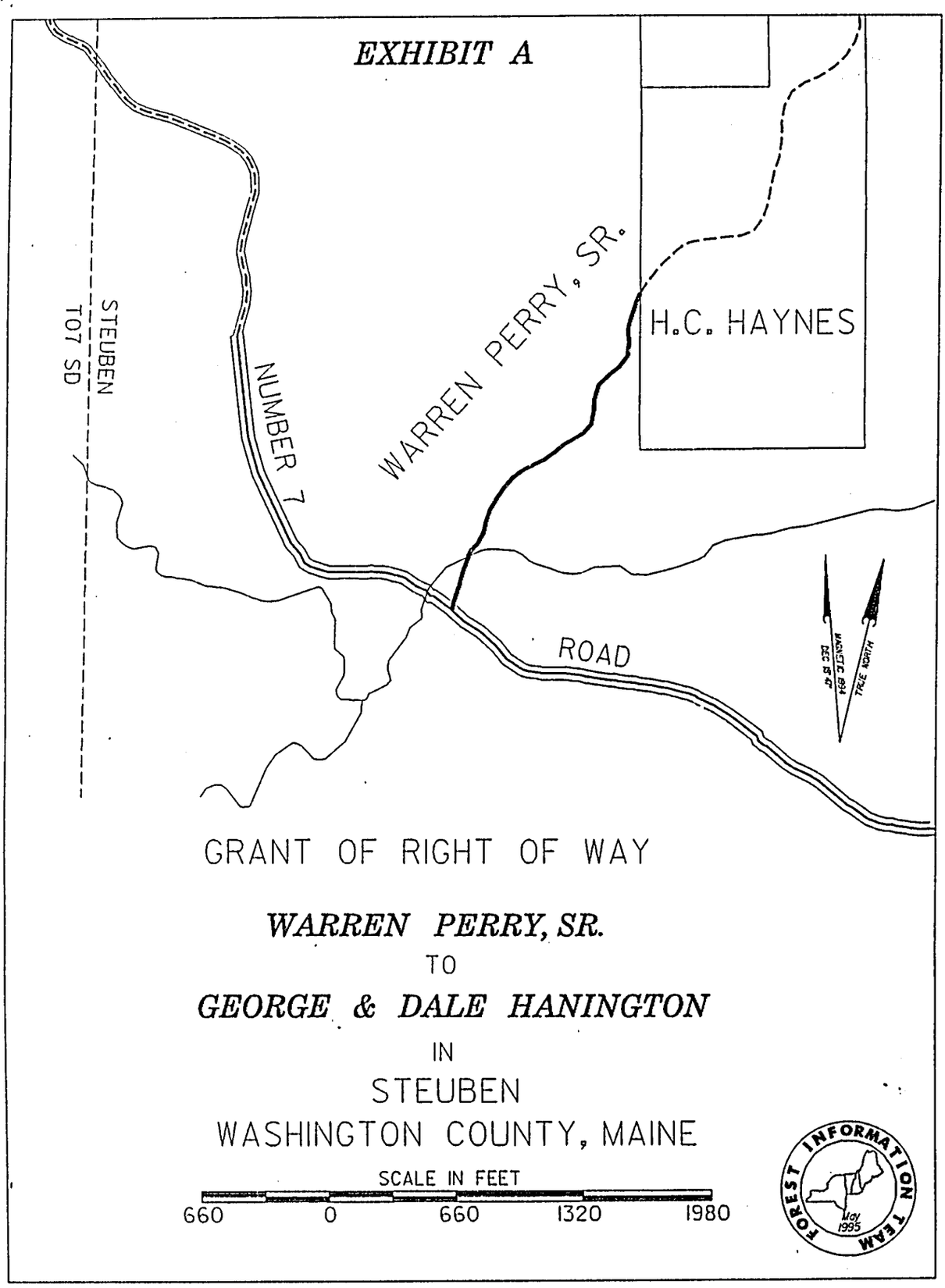
Then personally appeared the above named Warren T. Perry, Sr. and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Peter J Weil
Notary Public

Peter J Weil
Print or type name of Notary Public

SEAL



Wash ss: Received June 15, 1995 at 9h 02m AM