

EASEMENT AGREEMENT

Now come the State of Maine, acting by and through its Department of Transportation, an instrumentality of said State existing under the laws of the State of Maine (“**MDOT**”), successor in interest to certain land described in a deed from Sumner Dunham of Ellsworth, Maine to Maine Shore Line Railroad Company, dated June 19, 1884 and recorded in the Hancock County Registry of Deeds in Book 195, Page 262; from Whitcomb Haynes & Co. to Maine Shore Line Rail Road Co., dated March 11, 1885 and recorded in Book 199, Page 304; and, from Mary Finn and Edward Finn to Maine Shore Line Rail Road Co., dated March 24, 1887 and recorded in Book 212, Page 525 (the foregoing properties being collectively referred to herein as the “**MDOT Property**”), and **Ellsworth Falls Lumber Company, Inc.**, a corporation organized and validly existing under the laws of the State of Maine and having a place of business in Ellsworth, Maine (the “**Company**”), owner of certain land described in a deed from Erastus Corning 2nd of Albany, New York, dated November 22, 1949, and recorded in the Hancock County Registry of Deeds in Book 731, Page 303 (the “**Company Property**”), and agree as follows:

WHEREAS, the Company Property is benefitted by one or more “farm crossings” which burden the MDOT Property, and it is the location and rights of the most southerly farm crossing which the parties seek to establish, confirm and memorialize with this Easement Agreement (the “**Crossing**”);

WHEREAS, the MDOT Property was historically used as a rail line and is presently being refurbished to once again commence active rail service by the Downeast Rail Heritage Preservation Trust (the “**Trust**”), which holds a valid lease on the MDOT Property; and,

~~WHEREAS~~, for the Company's safe use of the Crossing as well as operation of the MDOT Property, the Trust, the Company and MDOT have visited the Company and MDOT Properties and mutually agreed upon a location at or near where the Crossing was historically located, which location also maximizes the clearance and visibility on the MDOT Property;

NOW WHEREFORE, for good and valid consideration, the sufficiency of which is confirmed by the parties execution hereof, it is AGREED that the Crossing is 20' wide and exists in the location depicted and described on the attached Exhibit A. Any prior description or reference to the Crossing is hereby amended and restated to reflect such location. To the extent the Crossing, as it existed prior to this Agreement, differed in location or rights from this Agreement, MDOT hereby conveys the Company easement rights (as such rights are otherwise described herein) in and to the area of the Crossing, and the Company releases to MDOT such Company rights as existed in and to the prior location of the Crossing. The Crossing is for ingress and egress to the Company Property, and is appurtenant to the Company Property, and any interest therein or portion thereof; provided, the parking of vehicles or otherwise obstructing the Crossing is expressly excluded and prohibited.

Furthermore, MDOT hereby grants and conveys to the Company an easement within the area of the Crossing for installation, maintenance, repair and replacement of utility services, as such term is defined in Title 36 MRSA § 458, and accessories related thereto; provided, any utilities the Company installs shall be located underground and installed according to the MDOT standards for utilities under state railroads which are in effect at the time of installation, including but not limited to the depth of conduit below rails and circumference of piping within which wiring is run. The Company shall provide prior notice to MDOT when utility service

installation, maintenance, repair or replacement within the Crossing is intended, and, upon completion, shall provide a sketch depicting the location of any new or materially altered improvements within the Crossing.

Notwithstanding the lease of the MDOT Property to the Trust, MDOT covenants that consent of the Trust is not required as a condition to the aforescribed grants and agreements, such grants and agreements being immediately effective (and not subject or subordinate to said lease) upon execution by the parties hereto.

Witness our hands and seal this 17th day of ~~April~~ ^{May}, 2010.

Dated: 5/7/10

STATE OF MAINE

Nathan E. Moulton
By: Nathan E. Moulton
Its: Director, Rail Program

ELLSWORTH FALLS LUMBER COMPANY, INC.

Dated: 5/17/2010

Robert S. Jancewicz, Sr.
By: Robert S. Jancewicz, Sr.
Its: Vice President

STATE OF MAINE

KENNEBEC COUNTY

5-7-, 2010

Personally appeared the above named Nathan E. Moulton, in his/her capacity as Director, Rail Program of the State of Maine, and acknowledged the foregoing instrument to be his/her free act and deed in such capacity and the free act and deed of the State of Maine.

Before me, Jean A Stewart
Notary Public/Attorney
My Commission Expires
Print Name of Notary < Affix Seal

JEAN A. STEWART
Notary Public State of Maine
My commission expires August 15, 2013



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