AGREEMENT REGARDING SERVICE ACCESS TO THE
COMMUNICATIONS TOWER ON BLUE HILL MOUNTAIN

The Town of Blue Hill, through its selectmen, under authority granted at a special town meeting on October 24, 2001, Blue Hill Mountain Leasing, through its President Dan McGraw, and Blue Hill Heritage Trust, through its Executive Director, James W. Dow, agree as follows:

1. That Blue Hill Mountain has special significance for the residents and visitors of the Blue Hill peninsula, for its ecological, scenic, recreational, historic, and spiritual values;

2. That the parties have a shared interest in ensuring that the parcels of land on Blue Hill Mountain owned by the Town of Blue Hill and Blue Hill Heritage Trust are well cared for and well managed, and that any use of that land does not damage it;

3. That the communications tower on top of the mountain, owned by Blue Hill Mountain Leasing and located on land leased by it from Blue Hill Heritage Trust, provides useful and valued communications services to the residents, visitors and businesses of the Blue Hill peninsula;

4. That an access route for small motorized vehicles to service that tower is desirable provided it that does not conflict with recreational uses, damage existing hiking trails, or create significant new sources of erosion or other significant impacts on the land;

5. That any such vehicular use should occur only when absolutely necessary, should be avoided when the ground is wet and easily eroded if at all possible, and should be monitored so as to ensure that any impacts are minimal.

Therefore,

1. The Town of Blue Hill grants Blue Hill Mountain Leasing (BHML) permission to use its property, namely, Map 28 Lot 18A, the "Hayes Lot" so-called, for service access to its communications tower leasehold, according to the following terms:

   a. An access route shall be identified by BHML, which avoids conflicts with hiking routes, which has the least possible impact on existing vegetation and which will minimize any erosion.

   b. BHML shall be responsible for creating this route after review and approval by the Town and by Blue Hill Heritage Trust, and it shall also be responsible for maintaining this route.

   c. BHML shall install a locked gate with an adjacent rock barrier at the entrance to the property off the Mountain Road to prevent unauthorized use, and shall provide keys to the selectmen and a list of all other persons possessing keys to the gate.
d. No motorized vehicle larger than an ATV, so called, shall be used on the property.

e. BHML may extend this permission to its customers who use the tower, provided however, that BHML shall make each customer aware of the terms of this agreement and that BHML shall be responsible for all acts and omissions of its customers in regard to the use of this access route.

f. BHML shall report annually on the number of trips made across this route by service vehicles.

g. BHML shall be responsible for restoring any erosion damage or other property damage caused by the service vehicles.

h. This permission is intended as a license and not a property right, and shall terminate upon the expiration of BHML's tower leasehold from Blue Hill Heritage Trust or upon revocation of this permission by the Town of Blue Hill through its selectmen. Such revocation by the Town shall be in its sole discretion.

2. Blue Hill Heritage Trust agrees (a) to assist the Town of Blue Hill in monitoring this access route to ensure that any impact is minimal and to recommend changes or improvements to the route that would minimize its impacts, (b) to ensure that appropriate signage is created to direct use and avoid user conflicts, and (c) to assist the Town in developing and implementing a plan for restoring the severely eroded area on the Hayes Lot created by prior vehicular use.

Signed and agreed to:

Town of Blue Hill Selectmen:  
[Signatures]  
Date: 3-1-02

Blue Hill Mountain Leasing by Dan McGraw  
[Signature]  
Date: Feb 26, 2002

Blue Hill Heritage Trust by James W. Dow  
[Signature]  
Date: Feb 28, 2002