

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that OXFORD PAPER COMPANY, a corporation organized and existing under the laws of the State of Delaware and having a place of business in Rumford, County of Oxford and State of Maine, for consideration paid, grants with quitclaim covenants to EASTBROOK TIMBER CO., INC., a corporation organized and existing under the laws of the State of Maine, whose mailing address is P.O. Box 215, West Enfield, Maine 04493, and its successors and assigns, a non-exclusive right-of-way and easement over and across land of Grantor in portions of Lot Fourteen, Range Fifteen (L14R15), and Lot Thirteen, Range Fifteen (L13R15), according to the Plan of the Town of Byron, and located in Byron, County of Oxford and State of Maine, described as follows:

Said right-of-way (referred to as "Right-of-Way" hereinafter) is fifty (50) feet in width extending fifty (50) feet northerly of or westerly of and parallel to the following described lines which follow respectively the southerly or easterly sideline of the herein granted Right-of-Way, by the following magnetic bearings (1995) and distances:

Beginning at a point being the intersection of the easterly sideline of Maine State Route 17 and the western terminus of said Right-of-Way's southerly/ easterly sideline. Said beginning point is marked by a number five rebar set;

Thence North 76° 47' 55" East 1,017.3 feet along a line of trees with blazed and yellow painted spots, to an angle point in said southerly/ easterly sideline. Said angle point is witnessed by a 24 inch ash tree with a witness spot on the north side located 16 feet westerly of said angle point;

Thence North 03° 37' 05" West 122.7 feet, to an angle point marked by an 8 inch white ash tree in said southerly/ easterly sideline;

Thence North 26° 46' 20" West 95.4 feet, to an angle point marked by a 4 inch yellow birch tree in said southerly/ easterly sideline;

Thence North 23° 58' 40" West 131.5 feet, to an angle point marked by a 4 inch white birch tree in said southerly/ easterly sideline;

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Thence North $07^{\circ} 23' 50''$ East 95.8 feet, to an angle point marked by a 4 inch white maple tree in said southerly/ easterly sideline;

Thence North $05^{\circ} 48' 15''$ East 114.0 feet, to an angle point marked by a 7 inch white birch tree in said southerly/ easterly sideline;

Thence North $11^{\circ} 37' 30''$ West 236.7 feet, to an angle point marked by an 18 inch white maple tree in said southerly/ easterly sideline;

Thence North $08^{\circ} 21' 50''$ East 232.9 feet, to an angle point marked by a 9 inch pine tree in said southerly/ easterly sideline;

Thence North $31^{\circ} 48' 15''$ East 128.5 feet, to an angle point marked by a 7 inch white ash tree in said southerly/ easterly sideline;

Thence North $03^{\circ} 57' 00''$ East 146.7 feet, to an angle point marked by a 8 inch oak tree in said southerly/ easterly sideline;

Thence North $15^{\circ} 34' 25''$ East 98.2 feet, to an angle point marked by a 4 inch balsam fir tree in said southerly/ easterly sideline;

Thence North $47^{\circ} 17' 10''$ East 115.3 feet, to an angle point marked by a 5 inch oak tree in said southerly/ easterly sideline;

Thence North $84^{\circ} 56' 15''$ East 124.7 feet, to an angle point marked by a 10 inch poplar tree in said southerly/ easterly sideline;

Thence South $60^{\circ} 00' 20''$ East 70.2 feet, to an angle point marked by a 6 inch beech tree in said southerly/ easterly sideline;

Thence South $34^{\circ} 48' 55''$ East 178.4 feet, to an angle point marked by a 6 inch white maple tree in said southerly/ easterly sideline;

Thence South $77^{\circ} 11' 20''$ East 158.3 feet, to an angle point marked by a 5 inch beech tree in said southerly/ easterly sideline;

Thence South $52^{\circ} 33' 20''$ East 106.9 feet, to an angle point

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marked by a 4 inch beech tree in said southerly/ easterly sideline;

Thence South $68^{\circ} 31' 10''$ East 76.2 feet, to an angle point marked by a 9 inch sugar maple tree in said southerly/ easterly sideline;

Thence North $86^{\circ} 13' 35''$ East 149.9 feet, to an angle point marked by a 7 inch sugar maple tree in said southerly/ easterly sideline;

Thence North $36^{\circ} 25' 35''$ East 144.5 feet, to an angle point marked by a 6 inch beech tree in said southerly/ easterly sideline;

Thence North $23^{\circ} 47' 25''$ East 176.2 feet, to an angle point marked by a 10 inch white birch tree in said southerly/ easterly sideline;

Thence North $41^{\circ} 32' 35''$ East 132.6 feet, to a point being the intersection of the eastern terminus of said Right-of-Way's southerly/ easterly sideline, and the eastern line of land of Grantor. Said eastern line of land of Grantor (L13R15) is in common with the western line of land of Grantee (Lot Thirteen, Range Sixteen (L13R16)). This common boundary is marked by a line of trees with blazed and yellow painted spots. Said eastern terminus of the Right-of-Way's southerly/ easterly sideline is marked by a number five rebar set.

PROVISIONS

Said Right-of-Way is for forest management, transporting of forest and mineral products, and wood harvesting activities only; any other uses, including the installation of utility services, are specifically excluded from the Right-of-Way herein granted. Said Right-of-Way is in common with Grantor, its successors and assigns, and others, for people, vehicles, equipment and materials to pass and repass over and across certain lands of Grantor in Byron, for Grantee's purpose of ingress and egress on foot and in vehicles to and from land of Grantee. Said Right-of-Way shall be an appurtenance to Grantee's ownership of said L13R16.

Grantee's use of said Right-of-Way is subject to Grantee's compliance with applicable laws, ordinances and regulations. Grantee agrees that the exercise of such rights shall be subject to Grantor's reasonable road usage requirements, including but not limited to roadside brush control, fire protection, road conditions, and safety.

Included with said Right-of-Way is an easement hereby granting the right to enter upon Grantor's lands within said Right-of-Way to cut, grade, level, fill, drain, build, maintain, repair, and rebuild a road on said Right-of-Way, together with such bridges, culverts, ramps, ditches and cuts as may be necessary, and to plow and dispose of snow and ice from the traveled surface of said Right-of-Way.

Any trees severed in the construction, maintenance or reconstruction of said road on said Right-of-Way shall be the property of Grantor.

Neither Grantor nor Grantee shall be obligated to repair or maintain this road for the use of the other. Grantor and Grantee will each be responsible for any maintenance and repair which is reasonably required as a result of its own use by Grantor or Grantee and the employees, agents or assigns thereof.

If the use of the Right-of-Way or portions thereof by Grantee, or its successors or assigns, results in damage thereto arising from negligence or the use in a manner not consistent with use by a reasonably prudent long-term user, Grantee, or its successors or assigns, shall be solely responsible for the repairing of such damage promptly.

This Deed shall not be construed to convey any interest in Fee but only a right-of-way to be used in common with Grantor and others.

Said Right-of-Way is also described on a plan entitled "Survey Plan of Right of Way to be Conveyed from Oxford Paper Company to Eastbrook Timber Co., Inc., State Route #17 - Byron, Maine", dated September 12, 1995, and prepared by Webber Surveying, recorded at the Oxford County Registry of Deeds, Plan 2970.

This Deed is given in connection with and in consideration of another certain easement deed given by Grantee herein to Grantor herein, of even date herewith to be recorded.

Grantee and its successors and assigns with respect to the rights herein granted, agree to hold Grantor harmless from and indemnify Grantor against any and all claims, demands, expenses, judgments, and awards asserted against, incurred by or imposed upon Grantor arising in any manner in connection with claims made by Grantee, its employees, agents, lessees, independent contractors, and invitees arising out of the use, construction, or maintenance of the road or other rights under this Deed; This obligation is absolute notwithstanding acts, omissions, or negligence of Grantor. To the extent necessary to indemnify and hold harmless Grantor, Grantee

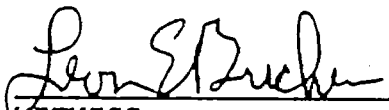
expressly waives any immunity or exemption from liability for the personal injury or death of Grantee's employees that may exist under, or any right to receive contributions from Grantor created by the workers' compensation laws of the State of Maine.

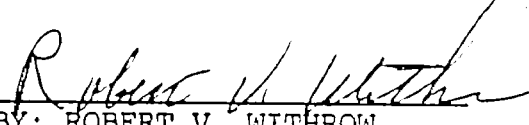
This conveyance is in full satisfaction of, and in substitution for any and all rights to which the Grantee may have a claim under the terms of a certain First Amendment to Crossing Rights Agreement, dated as of June 1, 1985, and recorded in the Oxford County Registry of Deeds in Book 1407, Page 175. By acceptance of this Deed, Grantee acknowledges that it owns no other rights arising from said Agreement in lands of Grantor.

For the source of Grantor's title, reference is hereby made to a deed of Ethyl Corporation to Grantor, dated April 21, 1976, recorded in the Oxford County Registry of Deeds in Book 892, Page 001.

IN WITNESS WHEREOF, the said OXFORD PAPER COMPANY has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Robert V. Withrow, its Vice President and Assistant Secretary, thereunto duly authorized, this 19th day of September, 1995.

Signed, Sealed and Delivered OXFORD PAPER COMPANY
In The Presence Of


WITNESS



BY: ROBERT V. WITHROW
ITS VICE PRESIDENT
& ASSISTANT SECRETARY

STATE OF MAINE
OXFORD, SS.

September 19, 1995

Then personally appeared the above-named Robert V. Withrow and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Corporation.

Before Me,


Notary Public, Maine
Louise N. Kaulback
My Commission expires:
March 2, 1997

RECEIVED
RECORDED REGISTRY OF DEEDS

95 SEP 19 PM 12:44

OXFORD COUNTY

