

010694

BK2257PG173

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that EASTBROOK TIMBER CO., INC., a corporation organized and existing under the laws of the State of Maine and having a place of business in West Enfield, County of Penobscot and State of Maine, for consideration paid, grants with quitclaim covenants to 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, with a mailing address of Boise Cascade Corporation, Rumford Mill, Rumford, Maine 04276, and its successors and assigns, a non-exclusive right-of-way, easement, and other rights over and across land of Grantor in a portion of Lot Thirteen, Range Sixteen (L13R16), according to the Plan of the Town of Byron, and located in Byron, County of Oxford and State of Maine, as follows:

Said right-of-way (referred to as "Right-of-Way" hereinafter) is fifty (50) feet in width extending twenty-five (25) feet on either side of and parallel to the center line of an existing truck road as is now traveled, or that may be constructed.

Beginning at a point being the intersection of the western terminus of said Right-of-Way's center line, with the western line of land of Grantor. Said western line of land of Grantor (L13R16) is in common with the eastern line of land of Grantee (Lot Thirteen, Range Fifteen (L13R15)). This common boundary is marked by a line of trees with blazed and yellow painted spots. The western terminus of the center line of said Right-of-Way herein granted is twenty-five (25) feet, more or less, northerly of a number five rebar set, which said rebar marks the eastern terminus of the sideline of a right-of-way granted to the herein Grantor in another easement deed of even date from Oxford Paper Company to Eastbrook Timber Co., Inc.

Thence northeasterly along said truck road to its northeastern terminus at either an existing, or that may be constructed, Woodyard Landing.

Also conveyed is the right for Grantee to construct, reconstruct and use said Woodyard Landing for the purposes to temporarily store, process, sort, unload and load forest products.

NO REAL ESTATE
TRANSFER TAX PAID

BK2257PG174

Also conveyed is the right for Grantee to pass and repass from lands of Grantee to said Woodyard Landing. Said lands of Grantee are Lot Twelve, Range Sixteen (L12R16), Lot Thirteen, Range Seventeen (L13R17), and Lot Fourteen, Range Seventeen (L14R17) in the Town of Byron. Included is the right to construct, reconstruct, use, and to transport or skid forest products over and along three (3) skid trails. Said skid trails shall go as directly as possible from Grantee's lands to the Woodyard Landing, and shall not exceed twenty (20) feet in width except along curved sections of said skid trails where the trail width may exceed 20 feet to accommodate the passage of equipment and wood.

The approximate locations of said truck road, Woodyard Landing and skid trails within said L13R16 are shown in their approximate locations on EXHIBIT "A" hereto attached.

PROVISIONS

Said Right-of-Way and easement for a truck road, and other rights for a Woodyard Landing and skid trails are 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, Woodyard Landing and skid trails are in common with Grantor, its successors and assigns, and others, for people, vehicles, equipment and materials to pass and repass over and across certain land of Grantor in Byron, for Grantee's purpose of ingress and egress on foot and in vehicles to and from lands of Grantee. Said Right-of-Way, Woodyard Landing and skid trails shall be an appurtenance to Grantee's ownerships of said L12R16, L13R17 and L14R17.

Said truck road, Woodyard Landing and skid trails shall be established in a manner consistent with State and Municipal regulations. Grantee's use of said Right-of-Way, Woodyard Landing and skid trails 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/yard/trail usage requirements, including but not limited to roadside brush control, fire protection, road conditions, and safety.

Included with said Right-of-Way, Woodyard Landing and skid trails is an easement hereby granting the right to enter upon Grantor's lands within said Right-of-Way, Woodyard Landing and skid trails to cut, grade, level, fill, drain, build, maintain, repair, and rebuild a road/yard/trail on said Right-of-Way, Woodyard Landing and skid trails, 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, Woodyard Landing and skid trails.

Any trees severed in the construction, maintenance or reconstruction of said road/yard/trail on said Right-of-Way, Woodyard Landing and skid trails shall be the property of Grantor.

Neither Grantor nor Grantee shall be obligated to repair or maintain these road/yard/trail 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, Woodyard Landing and skid trails 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.

Grantor hereby reserves the right to relocate portions of the above described truck road, Woodyard Landing and skid trails provided that Grantor shall make available to Grantee a comparable substitute providing similar functions and accesses as served by the original truck road, Woodyard Landing and skid trails. Grantor shall obtain the prior permission of Grantee for such relocation, which permission shall not be unreasonably denied.

Grantee is hereby granted the right to relocate portions of the above described truck road, Woodyard Landing and skid trails so to improve the usefulness of the original truck road, or an extension thereof, Woodyard Landing and skid trails. Grantee shall obtain the prior permission of Grantor for such relocation, which permission shall not be unreasonably denied.

Any such relocation agreement shall be contained in a written agreement, signed by both parties and recorded at the Oxford County Registry of Deeds.

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

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 Grantors' title, reference is hereby made to a deed of International Paper Realty Corporation to Grantor, dated December 1, 1994, recorded in the Oxford County Registry of Deeds in Book 2200, Page 140.

BK 2257 PG 177

IN WITNESS WHEREOF, the said EASTBROOK TIMBER CO., INC. has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Stephen M. LaFreniere, its President, thereunto duly authorized, this 19th day of September, 1995.

Signed, Sealed and Delivered EASTBROOK TIMBER CO., INC.
In The Presence Of

Len E. Bucher
WITNESS

Stephen M. LaFreniere
BY: STEPHEN M. LAFRENIERE
ITS PRESIDENT

STATE OF MAINE
OXFORD, SS.

September 19, 1995

Then personally appeared the above-named STEPHEN M. LAFRENIERE 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.

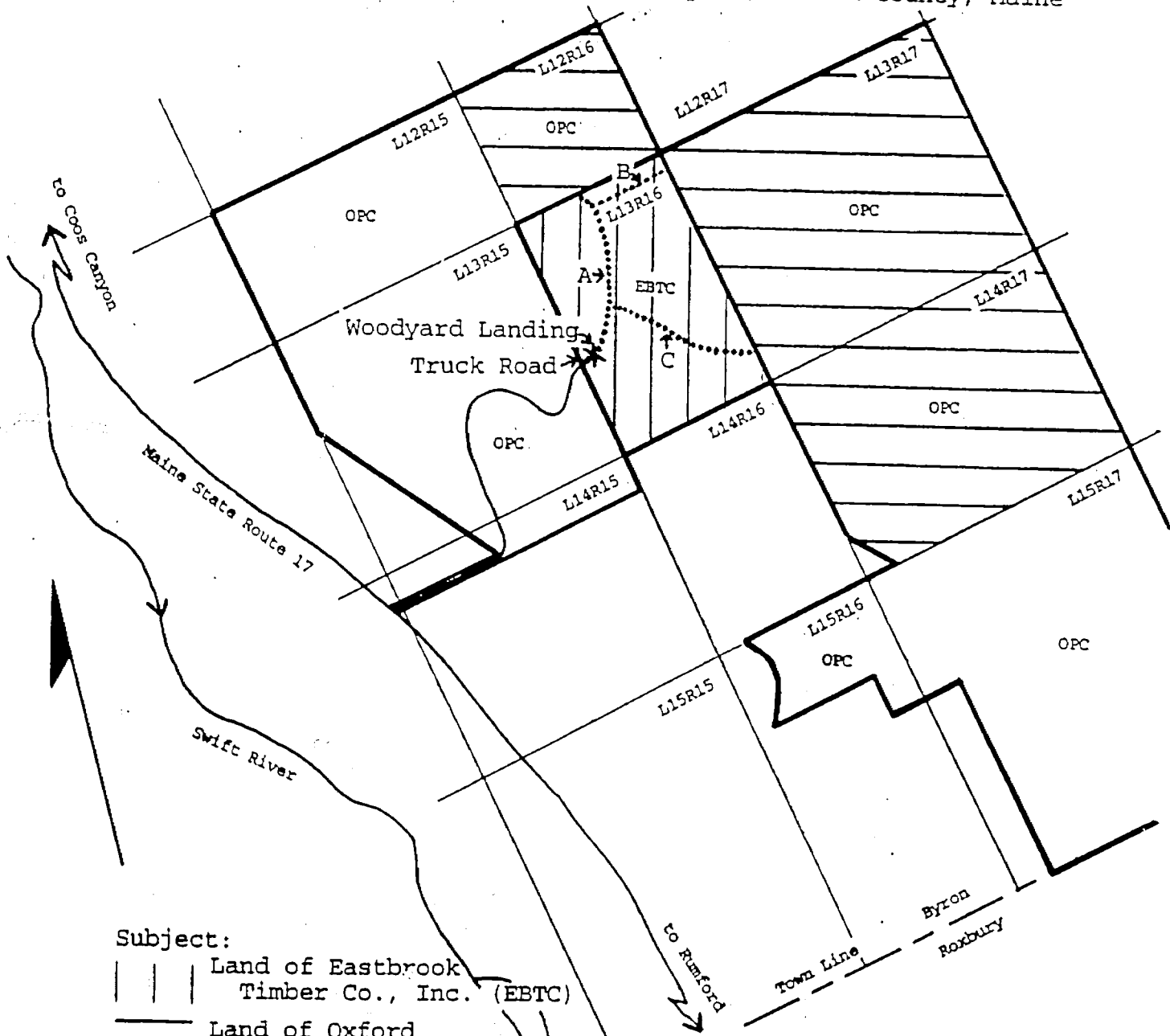
Before Me,

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



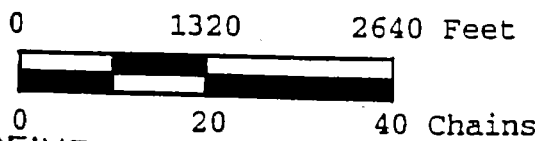
EXHIBIT A

Approximate Locations of Center Lines of Truck Road, Woodyard Landing & Skid Trails Rights Granted from Eastbrook Timber Co., Inc. to Oxford Paper Company, L13R16 Byron, Oxford County, Maine



Subject:

- Land of Eastbrook Timber Co., Inc. (EBTC)
- Land of Oxford Paper Company (OPC)
- Truck Road
- X Woodyard Landing
- Skid Trails (A, B, & C)
- Other Truck Road



RECEIVED
 RECORDED REGISTRY OF DEEDS
 95 SEP 19 PM 12:43
 Page 6 of 6
 OXFORD COUNTY
Jane C. Rich

LEB 8/95