

TRANSFER TAX PAID

RIGHT-OF-WAY EASEMENT DEED

CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal offices in the City of Augusta, County of Kennebec, State of Maine, with a mailing address of 83 Edison Drive, Augusta, Maine 04336, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) paid and other good and valuable consideration given to Grantor by Oxford Paper Company, the receipt whereof is hereby acknowledged, does hereby grant to **OXFORD PAPER COMPANY**, a Delaware corporation having a place of business in the Town of Rumford, County of Oxford, State of Maine, with a mailing address of Boise Cascade Corporation, Rumford Mill, Rumford, Maine 04276, (hereinafter "Grantee"), and its successors and assigns, with QUITCLAIM COVENANTS, perpetual non-exclusive easements and rights-of-way for people, vehicles, equipment and materials to pass and repass over and across certain roads located on certain lands of Grantor in Somerset County, Maine to Grantee's lands as more particularly located and described on Exhibit A, annexed hereto.

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Said easements and rights-of-way are in common with Grantor and others. Said easements and rights-of-way, or portion(s) thereof, are collectively referred to herein as "Rights-of-Way," and are subject to, the rights, restrictions, terms and conditions contained more fully hereinafter set forth:

RIGHTS, RESTRICTIONS, TERMS AND CONDITIONS

(1) Purpose: The said easement and a right-of-way over and across the Rights-of-Way is for the purpose of ingress, egress, and regress on foot and in vehicles, to, from, and for the use and enjoyment of certain lands now of Grantee, to which the same shall be deemed

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appurtenant for the purposes of Grantee's administration forest operations and forestland management activities.

“Administration” shall mean activities necessary to conduct, direct and manage business, including, but not limited to, the emergency safety access of the shores of the Enchanted Stream, the Dead River, the Kennebec River and other water bodies.

“Forest operations” shall mean timber harvesting and associated activities, and road construction and maintenance.

“Forestland management” shall mean property maintenance, forest management (both extensive and intensive), forestland resource protection, research activities, and other activities normally associated with traditional forestland management functions.

The purposes encompassed by administration, forest operation, and forestland management activities exclude, but the exclusion is not limited to residential developments; commercial and non-commercial recreational uses; installation of utilities; and public access.

(2) Grantor Reservation: Grantor reserves to itself the ownership of the roads and the right to use the Rights-of-Way at any time and for any corporate purpose, including but not limited to all purposes deemed necessary for the protection, administration, management and use of Grantor's lands and resources, so long as Grantor's activities do not unreasonably interfere with the use of the Rights-of-Way by Grantee.

(3) Grantee's Use: The Rights-of-Way shall be sixty-six (66) feet in width. Grantee shall have the right to pass over and across the Rights-of-Way (subject to Grantee's compliance with applicable laws, ordinances, and regulations), and to construct, reconstruct, use, improve and maintain roads, bridges, culverts, ditches, and other facilities and structures (other than utilities), within the Rights-of-Way and such additional widths as may be required on

intermittent segments of the Rights-of-Way to accommodate and protect cuts, fills, turnouts, drainage devices, and lateral ditches. Grantee shall not be obligated to construct, reconstruct, relocate, improve and maintain the roads except as is specifically provided for herein. Grantee shall exercise its rights in a way which do not unreasonably interfere with Grantor's or any other persons' lawful uses of any roads within the Rights-of-Way. It is further understood and agreed that this conveyance by Grantor to Grantee shall not restrict Grantor's right, at Grantor's expenses, to construct, reconstruct, use, relocate, improve, or maintain any roads within the Rights-of-Way or lawfully to abandon or to discontinue maintenance of roads within any Right-of-Way.

Grantee shall not leave litter or refuse on the Rights-of-Way.

(4) Grantee's Maintenance: Grantee shall provide Grantor with reasonable advance written notice of Grantee's commencement and suspension of the regular use of any Right-of-Way for forest products transportation. When any of the Rights-of-Way are being used by either Grantor or Grantee, and are not being used concurrently by the other party, then the using party shall maintain, during its use, and upon completion of its use of the Rights-of-Way so used, restore, the same in a condition no less than substantially equivalent to their condition immediately preceding the commencement of its use, or as subsequently improved.

When any of the Rights-of-Way are being used by Grantor and Grantee concurrently, both parties shall apportion the maintenance costs for such concurrent use based on the respective volume of products and distances hauled on the Rights-of-Way, or based on some other mutually agreed upon formula or method of apportionment. The specific method of calculating the pro rata share of maintenance costs shall be agreed upon by the parties prior to the commencement of concurrent regular use. The pro rata share of maintenance costs for concurrent regular use shall be settled on an annual basis.

Reasonably contemporaneously with the suspension of Grantee's use, Grantee shall take such steps as are reasonably or legally required to prevent sedimentation of water courses and soil erosion with respect to any Right-of-Way after such suspension, but in no event shall Grantee be responsible for sedimentation of water courses and soil erosion occurring more than twenty-four (24) months following its notification to Grantor of Grantee's suspension of regular use. With respect to a Right-of-Way of which Grantee has notified Grantor of its suspension of regular use, Grantor may cause an inspection of such Right-of-Way to be performed within thirty (30) days after Grantee's suspension of use, however, Grantor's failure to conduct such inspection shall not relieve Grantee of its obligations herein. Grantee shall promptly take such steps as are reasonably or legally required to remedy any non-fulfillment of such obligations.

Subject to the above, neither Party shall be obligated to maintain the Rights-of-Way under the terms of this Grant except to the extent that such maintenance relates to use of such Rights-of-Way by the obligated party.

Notwithstanding all of the above, Grantor and Grantee shall not be required to maintain the Rights-of-Way in a condition greater than the generally accepted standard of the day, in the Northeast, for off public highway hauling of timber.

(5) Usage Requirements: The exercise of the rights of Grantee under this Grant shall be in accordance with Grantor's reasonable road usage requirements and those requirements that a prudent landowner would adopt, including, but not limited to, speed limits, weight limits, fire protection, reasonable use, time of day use, use by off highway recreational vehicles, and public access.

(6) Post and Gate: Grantor retains the right, at its discretion, to post, gate and close the Rights-of-Way, except that Grantee shall have the right to pass through the gate for Grantee's

administration, forest operations and forestland management purposes in accordance with Grantor's gate closing policy, and said posting, gating and closure shall not unreasonably restrict the rights of Grantee for said purposes under this Grant. Grantee shall not obstruct or gate the Rights-of-Way without Grantor's prior written consent and shall not have the right to restrict entry or access by others.

In addition, the Rights-of-Way may be gated or otherwise posted with mutual consent of Grantor and Grantee when weather conditions and/or road conditions make passage unsafe or damaging to the roads, or as otherwise mutually agreed upon. The party desiring to install a gate shall bear the cost thereof. In the event that the fee owner of the land and Grantee should disagree as to the location of the gate, the location selected by the fee owner of the land shall determine the exact site of said gate. The party installing the gate shall insure that any other parties having a right to use said roads are provided with the lock's key or combination. This right to install a gate shall not unreasonably interfere with Grantor's or any other person's lawful uses of roads within the Rights-of-Way.

(7) Relocation: With respect to the rights assigned herein, Grantee agrees to use the existing roads within the Rights-of-Way where practicable. If not practicable and if relocation of the road granted herein over and across the Rights-of-Way or portion thereof, is deemed necessary by Grantee, or if a road or portion thereof, does not exist and if construction of a road granted herein over and across the Rights-of-Way or portion thereof, is deemed necessary by Grantee, Grantee shall seek the prior written approval of Grantor, which approval shall not unreasonably be withheld or delayed. Such a request shall specify the proposed construction of the road and the design criteria to be applied to the road. If approved by Grantor any such proposed road or portions thereof, may be constructed by Grantee at its sole expense, subject to

all applicable laws, ordinances and regulations and to any reasonable restrictions, construction techniques and construction materials as required by Grantor. Such constructed road or portions thereof, shall become the property of Grantor and then be deemed to be "Rights-of-Way" and governed by the provisions of this Grant.

(8) Gravel Option: Grantee shall have the option of acquiring gravel without cost to Grantor (to the extent gravel is available; and Grantor has sufficient gravel to meet Grantor's own needs) from pit(s) located upon Grantor's land contiguous to a portion of the Rights-of-Way with the prior written permission of Grantor:

- (i) at no charge to Grantee, if for the maintenance or improvement of the roads within the Rights-of-Way located upon land of Grantor; or
- (ii) at a fair market value charge to Grantee, if for the construction of roads within the Rights-of-Way located upon land of Grantor; or for construction, maintenance or improvement of roads located upon land of Grantee; the quantity and fair market value of the gravel shall be agreed upon between the parties prior to removal of gravel. In the absence of a price agreement, the price shall be deemed to be the average price at which Grantor has, according to available records, purchased or sold gravel of similar grade within the previous one year period.

(9) Notice and Governmental Approval: Grantee shall not perform any construction, reconstruction, relocation, improvement or maintenance on the Rights-of-Way or gravel extraction on land of Grantor without thirty (30) day prior written notice to Grantor. It is specifically understood and agreed that Grantee, unless otherwise mutually agreed upon, shall

have the full responsibility of giving notification or obtaining any and all Federal, State or local governmental approvals, permits, authorizations, or licenses. Grantee shall fully comply with all laws, rules, regulations and requirements of any and all Federal, State or local government, authority, agency, commission or regulatory body, insofar as any of the same may apply to the use of the land for the purposes herein granted and particularly (but without limitation) as such laws, rules, regulations, and requirements may relate to protection of the environment, water and air, land use, and the prevention of forest fires. Grantee shall not commence any construction, reconstruction, relocation, improvement or maintenance on the Rights-of-Way or gravel extraction on land of Grantor until after Grantee has given such notification and applied for and obtained any such governmental approvals, permits, authorization, or licenses required for such action and copied same to Grantor, if any. Any application of chemicals on land of Grantor shall be with the prior written approval of Grantor. Grantee shall hold Grantor harmless for any and all claims, exactions, penalties, or legal actions resulting from acts by or for Grantee to which this provision applies.

(10) Prudent Use: If use of the Rights-of-Way by Grantee or its invitees results in damage thereto arising from accidents, negligence or use in a manner not consistent with use by a reasonably prudent long-term user, Grantee shall be solely responsible for repairing such damage promptly.

(11) Reserved Timber: Grantor reserves the right to all timber now growing or which may hereafter grow on the Rights-of-Way, provided Grantee shall have the right to cut and remove timber from the Rights-of-Way to the extent necessary for the construction, reconstruction, improvement, maintenance and snowplowing of the roads. Said timber, unless

otherwise agreed, shall be cut into standard merchantable lengths and bunched or piled at the Rights-of-Way edge for disposal by Grantor.

(12) Transfer: Grantor may grant to others easements in common with Grantee.

This Grant may be assigned or transferred only as follows:

(A) Reservation of Grantor's Right to Transfer Its Title.

Grantor may transfer title to any part of the property over which a portion of the Rights-of-Way is located, subject to the terms of this Grant. Upon such transfer, the obligations of Grantor hereunder with respect to that portion of the Rights-of-Way shall cease and shall devolve upon Grantor's successors in title.

(B) Assignment/Transfer by Grantee.

The rights of Grantee hereunder shall be appurtenant to the lands within specific townships currently owned by Grantee, or in the case of Lower Enchanted to be conveyed to Grantee by Indenture of even date herewith, as indication in the following table:

Rights-of-Way Across Grantor's Lands (Servient Estate) in		Grantee's Benefitted Lands (Dominant Estate)
Lower Enchanted (T2R5 BKP WKR)	are appurtenant to	Lower Enchanted (T2R5 BKP WKR)
Carrying Place Plt. (T1R3 BKP WKR)	are appurtenant to	Carrying Place Plt. (T1R3 BKP WKR) & Carrying Place (T2R3 BKP WKR)

Said Rights may be assigned only in connection with the sale or transfer of all or any substantial part of such lands. Upon such transfer, the obligations of Grantee hereunder with respect to that portion of the Rights-of-Way shall cease and shall devolve upon Grantee's successors in title.

(13) Indemnification:

(A) Grantee's Use of Rights-of-Way, Indemnity: Grantee and its successors and assigns with respect to the rights herein granted, by acceptance of this Deed, 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, independent contractors and invitees, arising out of Grantee's use, construction, or maintenance of the road or other rights under this Grant; this obligation is absolute notwithstanding acts, omissions or negligence of Grantor. To the extent necessary to give effect to this obligation to indemnify Grantor and hold Grantor harmless, 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 contribution from Grantor created by the workers' compensation laws of Maine. This provision shall not apply to concurrent use of Rights-of-Way as described in 13 (C) below.

(B) Grantor's Use of Rights-of-Way, Indemnity: Grantor, by giving this Deed, agrees to hold Grantee harmless from and indemnify Grantee against any and all claims, demands, expenses, judgments and awards asserted against, incurred by or imposed upon Grantee arising in any manner in connection with claims made by Grantor, its employees, agents, independent contractors, and invitees, arising out of Grantor's use, construction or maintenance of the road or

other rights reserved under this Grant; this obligation is absolute notwithstanding acts, omissions, or negligence of Grantee. To the extent necessary to give effect to this obligation to indemnify Grantee and hold Grantee harmless, Grantor expressly waives any immunity or exemption for liability for the personal injury or death of Grantor's employees that may exist under, or any right to receive contribution from Grantee created by the workers' compensation laws of Maine. This provision shall not apply to concurrent use of Rights-of-Way as described in 13 (C) below.

(C) Concurrent Use of Rights-of-Way: In the event of concurrent use of the Rights-of-Way resulting in any event which gives rise to one or more claims of liability on the part of either or both parties, then each party will be responsible for that percentage or proportion of damages assigned to it in the judgment establishing such liability; provided, that in the event of such concurrent use, each party shall be solely responsible for, and shall be required to, indemnify the other party against and hold the other party harmless from any claim by any agent, licensee, or independent contractor of the party so indemnifying.

To the extent necessary to give effect to this obligation to indemnify Grantee and hold Grantee harmless, Grantor expressly waives any immunity or exemption for liability for the personal injury or death of Grantor's employees that may exist under, or any right to receive contribution from Grantee created by the workers' compensation laws of Maine.

(14) Definitions: "Construction" or "construct" shall mean undertaking the work necessary to build, shape, cut, grade, level, fill, drain, install and form the Rights-of-Way or

portions thereof, road, road surface, bridge, culvert, ditch or other appurtenant facility or structure to provide satisfactory and safe road services for the purposes herein authorized in compliance with all applicable laws and regulations.

"Maintenance" or "maintain" shall mean undertaking the work necessary to preserve or keep, as nearly as possible, the Rights-of-Way or portions thereof, road, road surface, bridge, culvert, ditch or other appurtenant facility or structure in a condition no less than substantially the equivalent to their condition immediately preceding the commencement of a use, or as subsequently improved, to provide satisfactory and safe road services for the purposes herein authorized in compliance with all applicable laws and regulations. Such terms shall further mean and include dust control, the control of roadside brush, the plowing of snow from, and the sanding of the roadway within the Rights-of-Way.

"Improvements" or "improve" shall mean the reconditioning or replacing of the Rights-of-Way or portions thereof, road, road surface, bridge, culvert, ditch or other appurtenant facility or structure to a standard higher or greater than that prevailing at the time immediately preceding the commencement of use, or as subsequently improved.

(15) Not A Public Way: Notwithstanding any other provision of this Grant, the Rights-of-Way may not be used as a "public way", nor does this Grant entitle the general public to use the Rights-of-Way or to operate any vehicle of any kind on any portion of the Rights-of-Way.

(16) Benefited Parties: This Grant shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, to the extent any such assignment has been authorized in this Grant. For the purposes of this Grant, "Grantor" shall mean and include Grantor's successors and assigns, and their respective officers, employees, servants,

agents, licensees, contractors, permittees and lessees, and "Grantee" shall mean and include Grantee's successors and those assigns authorized by Paragraph 12(B) to succeed to the rights herein granted, and their respective officers, employees, servants, agents, licensees, contractors, permittees and lessees.

(17) Understanding: This Grant, (and the Exhibit(s) attached hereto) set forth the final and complete understanding and agreement of the parties concerning the subject matter hereof. It is understood and agreed that there are no representations made or implied with respect to the Rights-of-Way, the properties subject to this Grant, or the Grant itself, whether arising in law or in equity, other than as provided in this Grant. This Grant may be modified only by a writing signed and acknowledged by both parties, duly authorized, and recorded in the Somerset County Registry of Deeds.

Except as specifically otherwise expressed herein, wherever Grantor has reserved the right to approve or authorize any act or thing, Grantor shall have the right to withhold such approval or authorization for any reason or for no reason.

IN WITNESS WHEREOF, the said **Central Maine Power Company** has caused this deed to be executed upon its behalf by David T. Flanagan, its President, thereunto duly authorized, this 22nd day of December, 1995.

Central Maine Power Company

Laure E. Halligan
Witness

By: David T. Flanagan
David T. Flanagan
Its President



STATE OF MAINE
Lennette, SS.

Then personally appeared before me the said David T. Flanagan and acknowledged the foregoing instrument to be his free and voluntary act and deed in his said capacity and the free and voluntary act and deed of Central Maine Power Company, this 21 day of December, 1995.

Karla E. Swasey
Notary Public, Maine

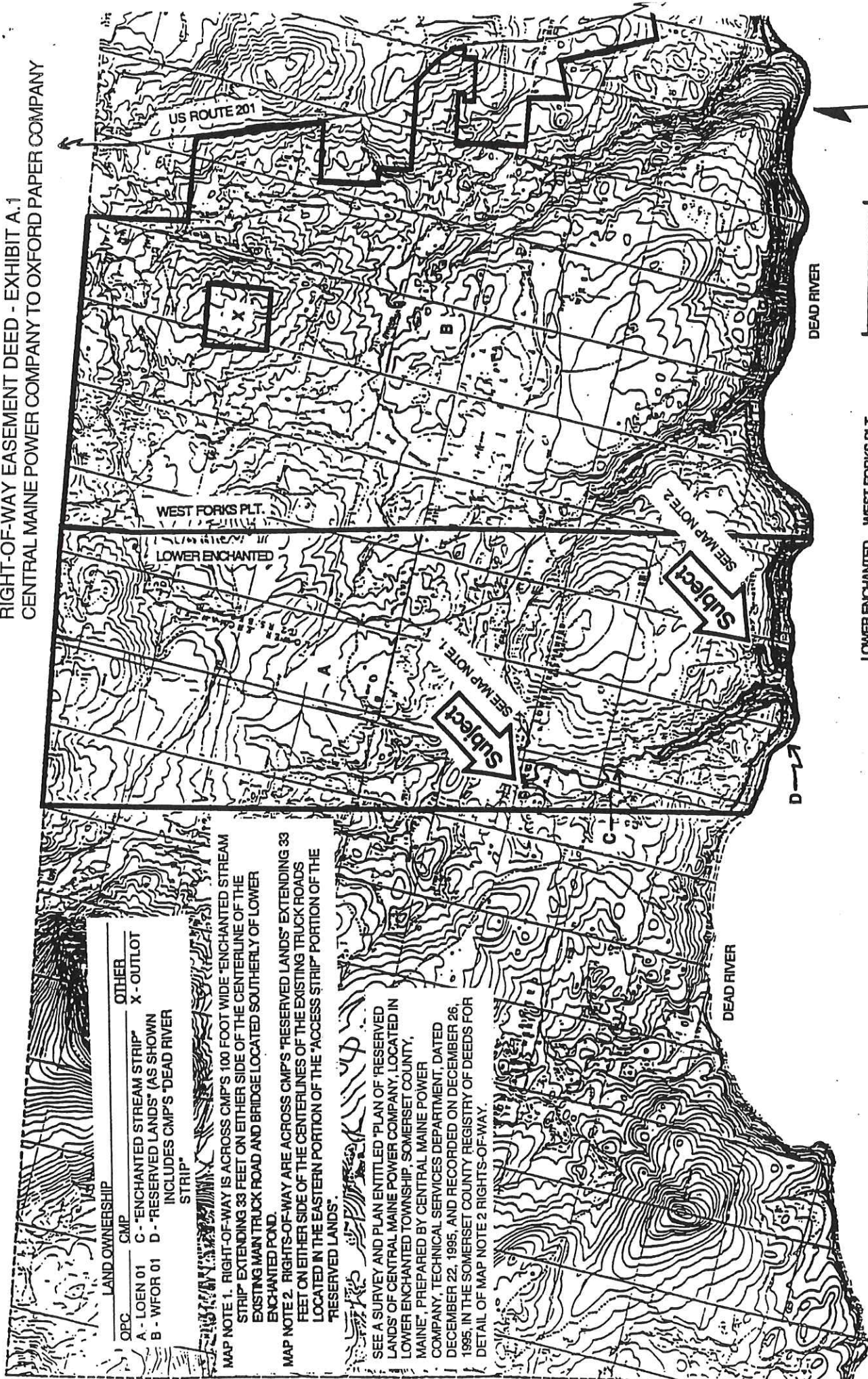
My Commission Expires

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KARLA E. SWASEY
Notary Public, Maine
My Commission Expires April 1, 2001

SEAL

RIGHT-OF-WAY EASEMENT DEED - EXHIBIT A.1
 CENTRAL MAINE POWER COMPANY TO OXFORD PAPER COMPANY



LAND OWNERSHIP		OTHER
OPC	CMP	X - OUTLOT
A - LOEN 01	C - "ENCHANTED STREAM STRIP"	
B - WFOR 01	D - "RESERVED LANDS" (AS SHOWN INCLUDES CMP'S "DEAD RIVER STRIP"	

MAP NOTE 1. RIGHT-OF-WAY IS ACROSS CMP'S 100 FOOT WIDE "ENCHANTED STREAM STRIP" EXTENDING 33 FEET ON EITHER SIDE OF THE CENTERLINE OF THE EXISTING MAIN TRUCK ROAD AND BRIDGE LOCATED SOUTHERLY OF LOWER ENCHANTED POND.

MAP NOTE 2. RIGHTS-OF-WAY ARE ACROSS CMP'S "RESERVED LANDS" EXTENDING 33 FEET ON EITHER SIDE OF THE CENTERLINES OF THE EXISTING TRUCK ROADS LOCATED IN THE EASTERN PORTION OF THE "ACCESS STRIP" PORTION OF THE "RESERVED LANDS".

SEE A SURVEY AND PLAN ENTITLED "PLAN OF 'RESERVED LANDS' OF CENTRAL MAINE POWER COMPANY, LOCATED IN LOWER ENCHANTED TOWNSHIP, SOMERSET COUNTY, MAINE", PREPARED BY CENTRAL MAINE POWER COMPANY, TECHNICAL SERVICES DEPARTMENT, DATED DECEMBER 22, 1995, AND RECORDED ON DECEMBER 26, 1995, IN THE SOMERSET COUNTY REGISTRY OF DEEDS FOR DETAIL OF MAP NOTE 2 RIGHTS-OF-WAY.

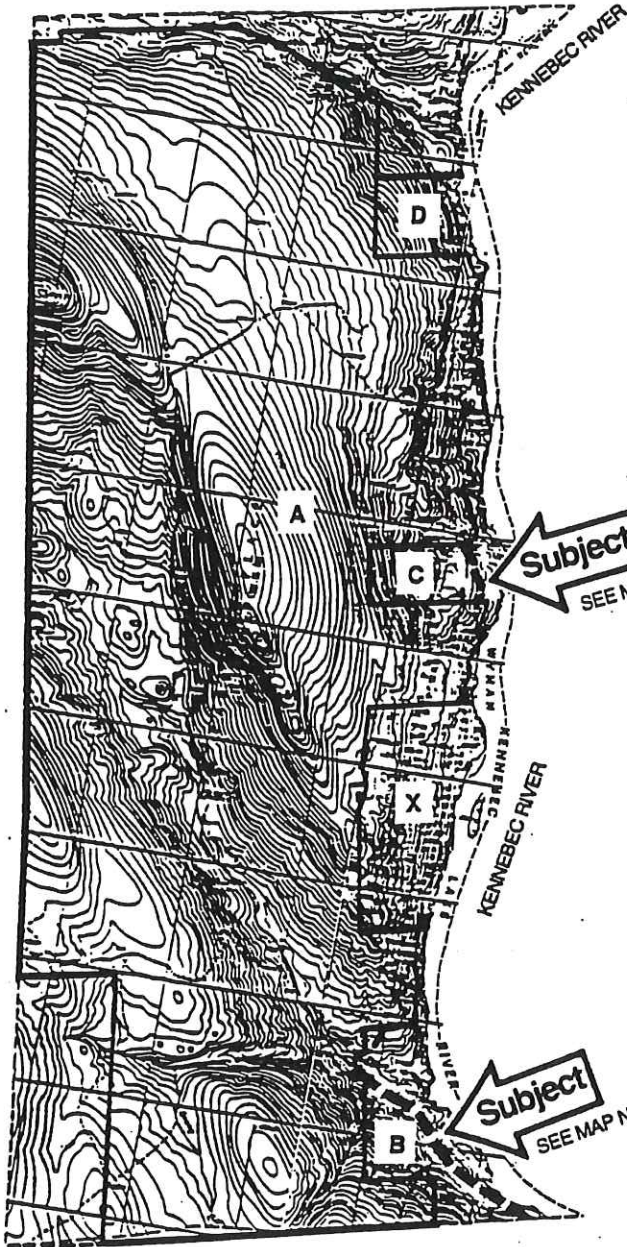
LOWER ENCHANTED WEST FORKS PLT.
 T2R5 BKPWKR

COMPOSITE OF PORTIONS OF VARIOUS USGS 7.5 TOPOGRAPHIC MAPS, PROVISIONAL ED. 1989

SOMERSET COUNTY, MAINE

LB & KF 12/95

RIGHT-OF-WAY EASEMENT DEED - EXHIBIT A.2
 CENTRAL MAINE POWER COMPANY TO OXFORD PAPER COMPANY



MAP NOTE 1. RIGHTS-OF-WAY ARE ACROSS CMP'S LOTS 1 & 2 EXTENDING 33 FEET ON EITHER SIDE OF THE CENTERLINES OF THE EXISTING TRUCK ROADS.
 MAP NOTE 2. RIGHT-OF-WAY IS ACROSS CMP'S BELOW 580' ELEV. LOTS 6 & 7, & LOT 8, EXTENDING 33 FEET ON EITHER SIDE OF THE CENTERLINE OF THE EXISTING TRUCK ROAD.

LOTS ARE AS INDICATED ON THE PLAN AND SURVEY OF THE TOWN OF CARRYING PLACE PLANTATION.

Subject
 SEE MAP NOTE 2.

Subject
 SEE MAP NOTE 1.

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Margaret P. Libby
 REGISTER

LAND OWNERSHIP	
OPC	CMP
A - T1R3 01	B - LOTS 1 & 2; & BELOW 580' ELEV. LOT 3
	C - BELOW 580' ELEV. LOTS 6 & 7; LOT 8; & BELOW 580' ELEV. LOTS 9 - 14
	D - LOTS 15 & 16

OTHER
 X - OUTLOT

COMPOSITE OF PORTIONS OF VARIOUS USGS 7.5' TOPOGRAPHIC MAPS, PROVISIONAL ED. 1989



CARRYING PLACE PLANTATION
 T1R3 BKPWKR

SOMERSET COUNTY, MAINE



LB & KF 12/95