

THIS INDENTURE, made as of the thirtieth day of November, A. D. 1935, by and between BUCKSPORT WATER COMPANY, a corporation organized and existing under Chapter 52 of the Private and Special Laws of 1887 of the State of Maine as amended by Chapter 54 of the Private and Special Laws of 1891 and Chapter 45 of the Private and Special Laws of 1931 of the State of Maine, located at and having its principal place of business at Bucksport, in the County of Hancock and State of Maine, (hereinafter called the "Water Company"), party of the first part, and MAINE SEABOARD PAPER COMPANY, a corporation duly organized and existing under the laws of the State of Maine and having its office and principal place of business at Augusta, in the County of Kennebec and State of Maine (hereinafter called the "Paper Company"), party of the second part,

W I T N E S S E T H : -

The Water Company in consideration of the conveyances and agreements hereinafter made by the Paper Company and of One Dollar (\$1.00) paid by the Paper Company, the receipt whereof is hereby acknowledged, does hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said Paper Company, its successors and assigns forever, the following real estate and interests therein situated in the County of Hancock, in said State, viz:

- (a) Two certain lots or parcels of land situated near the outlet of Silver Lake, in the Town of Bucksport, and

being the two lots excepted from the description in a certain deed given by Gorham H. Wood, Receiver of Nicholson Fish Company, to Charles E. Pickering dated June 24, 1927 and recorded in Hancock Registry of Deeds in Book 614, Page 132, the first of said lots being described in said deed as follows: "A small parcel of land at the outlet of the pond called the 'Great Pond Dam Lot'" and the second of said lots being the lot described in said deed as "The lot of land belonging" with the power house of the Bucksport Water Company.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the foregoing description or not, all real estate and interests therein contained in and covered by the exception in a certain deed given by Charles E. and Eliza M. Pickering to Maine Seaboard Paper Company dated July 11, 1930, and recorded in said Registry in Book 629, Page 534, which exception in said deed reads as follows: "excepting the rights or property (if any) of the Bucksport Water Company".

- (b) All flowage rights in the flowage area of said Silver Lake and Silver Lake Stream now owned by Bucksport Water Company and acquired by it by deed or otherwise, and also all other riparian rights owned by it whether acquired by deed or otherwise in and around said Silver Lake and said Silver Lake Stream, except the right of the Bucksport Water Company to discharge water into Silver Lake Stream from its filtering plant, and also hereby conveying all its right, title and interest in and to any and all land acquired by deed or otherwise which it now owns in the town of Bucksport within the flowage area of said Silver Lake below an elevation of 132 feet above mean sea level as established by the United States Geodetic Survey datum.
- (c) The right to divert the water of said Silver Lake Stream, otherwise known as Mill Stream, from a certain parcel of land in said Bucksport conveyed to the Bucksport

Water Company by Melvin H. Harriman by deed dated August 2, 1930, and recorded in said Registry in Book 631, Page 15, and from any and all other lands of the Bucksport Water Company which border on said Stream, together with the right to deepen and straighten the channel of said Stream.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging to it the said Paper Company, its successors and assigns forever.

And the said Water Company does covenant with the said Paper Company, its successors and assigns, that it will WARRANT and DEFEND the premises to the said Paper Company, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

The Paper Company, in consideration of the conveyance hereinbefore made by the Water Company, and of One Dollar (\$1.00) paid by the Water Company, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the Water Company, its successors and assigns, to be used by it, its successors and assigns, so long as it or they shall operate as a water utility, certain rights and easements in certain lands, flowage rights and other water rights in the Towns of Bucksport and Orland, said County of Hancock, now or hereafter owned by the Paper Company, whether acquired by the foregoing conveyance to it or otherwise, viz: -

- (1) The perpetual right and easement to take up to 1,000,000 gallons of water each and every day from Silver Lake in said Bucksport by means of the present

equipment of the Water Company or similarly situated renewals, enlargements or replacements thereof, and, in case the same is required for the extinguishment of fire, such additional amounts of water then available in Silver Lake as may be required for such purpose.

- (2) The perpetual right and easement to maintain in their present location the pipe lines of the Water Company leading from the dam of the Paper Company at the outlet of Silver Lake wherever the same crosses lands in Bucksport now or hereafter owned by the Paper Company, together with the right to enter on said lands for the purpose of inspecting, repairing, replacing and maintaining the same.
- (3) The perpetual right and easement to maintain the Water Company's water intakes in the dam of the Paper Company, or any other dam constructed in place thereof, at the outlet of Silver Lake, and its screening equipment now located just below said dam, in their present locations, together with the right to enter the premises of the Paper Company for the purpose of inspecting, repairing, replacing and maintaining the same, provided, however, that nothing herein contained shall prevent the Paper Company from making such changes in said dam or in the location of the Water Company's intakes or pipes therein, or in the location of the Water Company's pipes on lands of the Paper Company at the expense of the Paper Company so long as such changes shall not adversely affect the Water Company or its service.
- (4) The Paper Company does hereby covenant with the Water Company that it will perpetually maintain in Silver Lake above the present elevation of the top of the intake pipe of the Water Company now in use in said dam at least 750,000,000 gallons of water.

(5) In case of any default or recurrence thereof by the Paper Company of the covenant contained in the foregoing section (4), the Water Company, for the purpose of maintaining and procuring the supply of water to which it is entitled hereunder, shall forthwith have both the following rights:

(A) To take possession of, maintain and operate all or any part of the following properties of the Paper Company, namely: its two dams, together with all flowage and riparian rights appurtenant thereto, located respectively at the outlet of said Silver Lake and at the outlet of Alamoosook Lake in the Town of Orland, in said County; its pumping station at or near the outlet of Alamoosook Lake and one of the pumps therein located, and its pipe line from the outlet of Alamoosook Lake to Silver Lake, and to continue to maintain and operate the same until such time as the Paper Company shall reassume such operation, which it shall have the right to do at any time. If, at the time of such reassumption of operation, the waters of Silver Lake are not up to the level required by section (4) hereof, then the Paper Company, provided it uses reasonable efforts to restore such water level, shall not be deemed to be again in default until it shall have had a reasonable time to so restore the water level. The possession, maintenance and operation of said dam at the outlet of Alamoosook Lake by the Water Company shall be always subject to any then existing agreements between the Paper Company and abutting owners on Alamoosook Lake. It is understood that the Paper Company shall always have the right to use, dismantle, or remove all pumps in said station except one.

While the Water Company is in possession of any of the properties described in the foregoing paragraph, it shall pay all costs of operating and maintaining the same, including ordinary repairs and taxes thereon, excepting only that if replacements and/or renewals are made by the Water Company during such period, the Paper Company shall reimburse the Water Company therefor at cost before it shall be entitled to reassume the operation of said properties.

(B) To prevent the Paper Company from taking any water from said Silver Lake during such time as the Paper Company shall so continue to be in default and until the Paper Company reassumes the operation of the properties described in paragraph (A) of this section as therein provided and until the waters of Silver Lake are restored to the level required by section (4) hereof.

- (6) The Paper Company does hereby covenant with the Water Company that it will not pollute such water by adding any foreign substance thereto, but any results of the raising or lowering of the level of the water in Silver Lake or Alamoosook Lake shall not be deemed a violation of the covenant in this section (6) contained.
- (7) The Water Company does not by any of the provisions hereof acquire the benefit of, or have any rights in, to or growing out of, the covenants and agreements covering the regulation and control of waters of Toddy Pond, so called, which are set forth in a certain deed given by Central Maine Power Company to Maine Seaboard Paper Company, dated February 26, 1934 and recorded in Hancock County Registry of Deeds, in Book 643, Page 224, except to the extent necessary to provide the quantity of water to which it is hereby entitled.
- (8) Nothing in this Indenture contained shall be deemed to give anyone other than the Water Company, its successors or assigns, any rights, either at law or equity, against the Paper Company, its successors or assigns.
- (9) The provisions of this Indenture shall be binding upon and inure to the benefit of the successors and assigns of the Maine Seaboard Paper Company and of the Bucksport Water Company wherever the context permits.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging,

to it the said Water Company, its successors and assigns, to be used by it, its successors and assigns, so long as it or they shall operate as a water utility.

And the said Paper Company does covenant with the said Water Company, its successors and assigns, that it will warrant and defend the rights and easements to the said Water Company, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the said Bucksport Water Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by W. S. Wyman, its President, and Everett H. Maxcy, its Secretary, thereunto duly authorized, and the said Maine Seaboard Paper Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Thomas Gorham, its Treasurer, and Everett H. Maxcy, its Secretary, thereunto duly authorized, all as of the 30th day of November, A. D. 1935.

Signed, Sealed and Delivered
in presence of

BUCKSPORT WATER COMPANY

Maude B. Plummer

By W. S. Wyman
President

(Corporate
seal)

Maude B. Plummer

E. H. Maxcy
Secretary

MAINE SEABOARD PAPER COMPANY

Nathaniel W. Wilson

By Thomas Gorham
Treasurer

(corporate
seal)

Nathaniel W. Wilson

E. H. Maxcy
Secretary

STATE OF MAINE
Kennebec, ss.

December 12, 1935.

Then personally appeared the above named W. S. Wyman and Everett H. Maxcy, President and Secretary, respectively, of said BUCKSPORT WATER COMPANY, and acknowledged the foregoing instrument to be their free act and deed in their said capacity, and the free act and deed of said Bucksport Water Company.

Before me,

Nathaniel W. Wilson
Justice of the Peace

STATE OF MAINE,
Kennebec, ss.

December 12, 1935

Then personally appeared the above named Thomas Gorham and Everett H. Maxcy, Treasurer and Secretary, respectively, of said MAINE SEABOARD PAPER COMPANY, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Maine Seaboard Paper Company.

Before me,

Nathaniel W. Wilson
Justice of the Peace

Recorded Hancock County Registry of
Deeds, on December 13, 1935, Book
648, Page 556.