

EXHIBIT A

DEPICTION OF EASEMENT

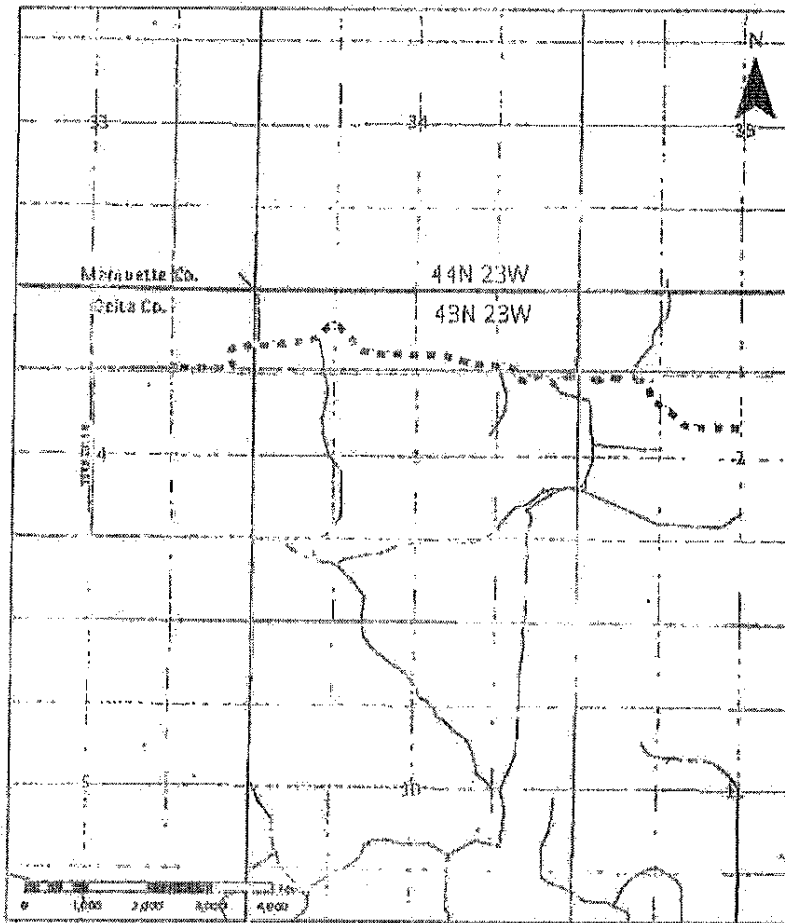


Exhibit "A"
T43N R23W Sections 2, 3 and 4
Delta County, MI

Easement Grant





NANCY J. KOLICH
DELTA COUNTY REGISTER OF DEEDS
RECORDED
04/28/2017 9:45:31 AM

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), dated this 26th day of April, 2017, is by and between WEYERHAEUSER COMPANY, a Washington corporation, successor by merger to Plum Creek Timberlands, L.P., a Delaware limited partnership, hereinafter called "Grantor," and CANAVERA, LLC, a Kentucky limited liability company, and its successors, assigns, heirs and personal representatives, hereinafter collectively called "Grantee." The addresses for Grantor and Grantee are set forth in Section 23 herein.

Grantor, for the full consideration of: the amount set forth in the Real Estate Transfer Valuation Affidavit on file, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, subject to all of the terms and conditions described herein, a permanent non-exclusive easement and right-of-way for utilities and the use, maintenance and improvement of an existing road (hereinafter, the "Road") over, under, upon, along, and across the following described lands in the County of Delta, State of Michigan (the "Servient Estate"):

A strip of land thirty (30) feet in width with such additional widths as may be necessary for needed cuts and fills over and across a portion of the property legally described as follows and in the location approximately as shown on Exhibit "A" attached hereto and incorporated herein by this reference:

Township 43 North, Range 23 West, Maple Ridge Township

Section 2: South Half of Northwest Quarter (S½ of NW¼)

Section 3: Northeast Quarter (NE¼) and North Half of Northwest Quarter (N½ of NW¼)

Section 4: Northeast Quarter of Northeast Quarter (NE¼ of NE¼)

The easement and right-of-way described above is hereinafter referred to as the "Easement."

The above grant and conveyance is subject to all matters of public record as of the date of recording of this Agreement.



LIBER 1193

PAGE 470

Grantor and Grantee agree that the rights granted herein shall be subject to the following terms, provisions, and conditions applicable to Grantor, Grantee and their respective successors, and assigns:

1. Purpose.

(a) This Easement is granted for the purpose of using, maintaining and improving the Road as a means of personal ingress and egress to, and forest management and logging activities on Grantee's property; more particularly described as the Northeast Quarter (NE¼), North Half of Southeast Quarter (N½ of SE¼) and Southwest Quarter of Southeast Quarter (SW¼ of SE¼), Section 2, Township 43 North, Range 23 West in Maple Ridge Township, County of Delta, Michigan (the "Dominant Estate"). This Easement may be utilized for a maximum of one (1) private residence located on the Dominant Estate, whether or not the Dominant Estate is hereinafter subdivided or segregated.

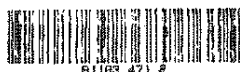
(b) Further, the easement granted herein is also for the purpose of constructing, reconstructing, using, maintaining and improving an underground utility transmission line under, along and across the Easement. Such utility line shall be buried so that it will at all points be at a minimum of four (4) feet below the surface of the ground, and shall be installed and maintained in a manner reasonably satisfactory to Grantor. The location of such utility line shall be clearly marked and the markings shall be maintained to the reasonable satisfaction of Grantor.

2. Relocation. Grantor reserves unto itself and its successors and assigns the right at its expense to relocate the Easement, the utility line and the Road subject to the condition that, except for distance and curvature, such relocated Easement and Road and utility line provides the same type and quality of access and utility service as existed prior to such relocation and does not change the point of interconnection on the boundaries of the Servient and Dominant Estates without the prior consent of the owner of the Dominant Estate, which consent shall not be unreasonably withheld or delayed. If the location of the Road and/or utilities is changed, Grantor and Grantee shall place of public record an amendment to this Agreement to reflect such relocation.

3. Reserved Rights.

(a) Grantor, for itself and its successors and assigns, reserves the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, the Easement and to use the Road in any manner and for any purpose that will not unreasonably interfere with the rights granted hereunder. In addition, Grantor may tie in to any utility line at Grantor's expense. In the event Grantor desires to tie in as described herein, Grantor shall give Grantee at least ten (10) days' prior written notice of the date of construction and Grantee shall cause the utilities to be shut off during the date of such construction and until Grantor's tie-in is completed and tested.

(b) Grantor shall have no liability or obligation of any kind to Grantee for losses or damages due to the interruption of operation or use of any utility transmission lines or equipment



by reason of the exercise by Grantor of its rights reserved in paragraph 3(a) above, provided that utilization of this right does not include a right to construct or maintain any building or any other structure within the Easement that interferes with such utility line. Grantee acknowledges and agrees that Grantor's management activities may occur within the Easement area, including, but not limited to, the establishment and re-establishment of forest growth and logging operations necessitating the felling of trees and the movement and use of heavy equipment. Any necessary repairs to the utility line under the Easement shall be borne exclusively by Grantee, regardless of whether Grantor has exercised its option to tie into the utility line as described in Paragraph 3(a) above.

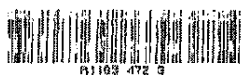
4. Third Parties. The Easement granted herein is non-exclusive, and Grantor may, in its sole discretion, grant to third parties the right to utilize the Easement or Road for any purpose or purposes reserved to Grantor upon such terms as it chooses; provided, that use by such third party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted hereunder. Nothing herein contained shall be deemed a gift or dedication of any portion of the Easement or Road to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities hereunder shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

5. Maintenance and Improvement.

5.1 Maintenance.

(a) For purposes of this Agreement, "maintenance" is defined as the work normally necessary to preserve and keep the Road and appurtenant Road facilities (such as bridges, culverts, gates, ditches and brushing) as neatly as possible in their present condition or as hereafter improved, and shall include repairs, reconstruction, and resurfacing (except for repairs, reconstruction or resurfacing described in Paragraph 5.2 hereof) and noxious weed control. The cost of maintenance shall be allocated on the basis of respective uses of the Road. When any party uses the Road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance occasioned by such use as hereinafter provided. During periods when the Road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of the Road so used to the standards existing at the time use is commenced, and shall follow all applicable laws, rules and regulations and Best Management Practices of the State of Michigan available from the Michigan Department of Natural Resources, as the same may be amended from time to time (hereinafter, "BMPs") and the Sustainable Forestry Initiative 2015-2019 Standard (or any successor standard then in effect) as set forth by SFI, Inc. (hereinafter, "SFIs").

(b) During periods when more than one party is using the Road, or a portion thereof, each party's share of maintenance shall be pro rata in proportion to its intensity of use thereof. If necessary, and at the request of either party, the parties hereto shall meet and



establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(i) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed, at a reasonable and agreed upon rate, the maintenance of the Road or the portion thereof being used; and

(ii) A method of payment by which each party using the Road or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining, the Road or portion thereof.

5.2 Improvement. For the purposes of this Agreement, "improvement" is defined as the work necessary to surface, resurface, widen, recondition or replace the Road and appurtenant Road facilities (such as bridges, culverts, gates, ditches and brushing) to a higher or greater standard than that prevailing on the date of this Agreement. Any improvement shall be at the sole cost and expense of the improving party. When any existing or planned use of lands accessed by the Road described herein will result in use of the Road in excess of its current design elements, design standards, and/or road maintenance standards, the party responsible for such existing or planned use shall likewise be responsible for any additional costs that are necessary to meet design elements, design standards, and/or road maintenance standards that can accommodate such existing or planned use (as well as other existing uses).

5.3 Notification. Grantee shall provide to Grantor written notification not less than ten (10) business days prior to commencing any maintenance or improvement activities within the Easement. Written notification shall include the following:

- (a) The constructing party's name, address and phone number;
- (b) A legal description and map showing the location of proposed activities;
- (c) Name, company name, address and phone number of individual and/or company performing maintenance or improvement activities; and
- (d) Description of the scope of any such maintenance or improvement activities.

Grantee shall also provide to Grantor written notification within five (5) business days of completion of any maintenance or improvement activities.

6. Structures and Gates. Grantee may not construct any structures, including, without limitation, gates or fences, along or across the Easement without the prior written permission of Grantor, which permission may be withheld in Grantor's sole discretion. Both parties acknowledge and agree that Grantor may control the access granted hereunder by a locked gate and such other measures reasonably necessary to prevent unauthorized vehicle access. The party constructing any locked gate shall ensure that the other party has a key or access code to the gate. Both parties agree that such gate will be closed and locked at all times except when authorized use



of the Road by Grantor, Grantee or their respective permittees requires that it be open. The parties hereto shall use their reasonable efforts to prevent unauthorized vehicle traffic behind such gate.

7. No Protest Clause. As a material term of this Agreement, and as partial consideration for the Easement granted herein, Grantee agrees to cooperate in good faith with Grantor or Grantor's successors or assigns on any future development plans on property owned by Grantor or one of its affiliates. Further, Grantee, for itself, and its successors and assigns, agrees to not protest any future use, design, construction or reconstruction of the Roads that are subject of the Easement granted herein.

8. Road Users' Association. Grantee acknowledges and agrees, for itself and its successors, assigns, heirs and personal representatives, that the Easement and Road may be utilized now or in the future by additional persons. In such event, Grantor shall have the right to require Grantee to form or become a member of a non-profit road users' association or homeowners' association pursuant to the Michigan Nonprofit Corporation Act. The association shall be responsible for the Grantee's share of maintenance and improvement obligations arising under this Agreement. Grantee shall be responsible for the payment of dues and other charges under the association's governing documents. The president of the association shall be the sole point of contact with respect to the Grantee's obligations under this Agreement and the association shall inform the Grantor whenever the president's name and/or address have changed. Notice to the association by the Grantor as may be required or allowed under this Agreement shall be deemed sufficient when addressed to the last name and address of the president provided to the Grantor by the association. Grantee will provide periodic updates at least once per year to the Grantor on all Road use, maintenance and improvement activities undertaken by the association.

9. Road Damage. Each party using any portion of the Road shall repair or cause to be repaired at its sole cost and expense that damage to the Road occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Road. Should inordinate damage to the Road occur which is not caused by an authorized user of the Road, the parties hereto shall meet to agree on the cost and method of replacement or repair, and the shares of repair or replacement cost to be borne by each user of the Road.

10. Damages. Grantee shall pay for all damages, including but not limited to timber, crops and grazing lands located within the Easement or adjacent thereto arising out of Grantee's use, maintenance or improvement of this Easement.

11. Condition and Use of Easement. Grantor makes no warranties as to the current state of the Easement or the Road, or likely future condition of the Easement or Road. Grantee acknowledges that the Road will be used for a wide range of activities, including but not limited to, the use of heavy vehicles and for logging activities. All parties using the Easement or Road do so at their own risk, and nothing in this Agreement shall be construed to impose any liability for injuries to persons or property against Grantor by reason of neglect or failure to maintain the Easement or the Road located thereon. Grantee shall comply with all governmental laws,



ordinances, rules and regulations, BMPs and SFIs applicable to the construction, reconstruction, use, maintenance or improvement of the Easement.

12. Right-of-Way Timber. Grantor reserves to itself and its successor and assigns all timber now on or hereafter growing within the Easement; which Grantor may harvest and remove at any time. Upon prior written notice to Grantor, Grantee shall have the right to cut timber within the Easement to the extent necessary for maintaining or improving the Road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by Grantor and decked along the Road for disposal or removal by Grantor.

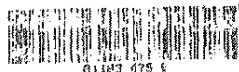
13. Personal Insurance. All persons using the Easement for any purpose shall obtain and maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State of Michigan and customary in the area of the Easement.

14. Indemnification. Grantee shall assume all risk of, and indemnify and hold harmless, and at its expense defend Grantor from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whatsoever, including but not limited to Grantor, its employees, agents, or contractors, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Grantor, its employees, agents or contractors, or any fire, to the extent resulting from Grantee's exercise of the rights herein granted; provided, however, that Grantee's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property to the extent resulting from the negligence of Grantor.

15. Liens. Grantee shall keep the Easement and the Servient Estate free from liens arising in any manner out of the activities of Grantee and shall promptly discharge any such liens that are asserted. If Grantee fails to fulfill this obligation, the owner of the Servient Estate may do so, in which event Grantee shall pay all costs and expenses incurred by the owner of the Servient Estate in connection therewith plus costs and interest at the rate of the lesser of twelve percent (12%) per annum or the maximum permitted by law.

16. Taxes. Grantee shall pay all taxes and/or assessments that may become chargeable against this easement, if separately assessed by statute.

17. Termination. If Grantee determines that the Easement, or any portion thereof, is no longer needed, this Agreement shall terminate. Any termination under this paragraph shall be evidenced by a statement in recordable form furnished by Grantee to Grantor or its successor(s) or assign(s) in interest; provided, however, that any liability or obligation incurred or owed by Grantee prior to the recording of such statement shall survive the termination of this Agreement. Grantor may terminate this Agreement for uncured breach as hereinafter described. Grantor shall have the right to dedicate all or any portion of the Road to the state, county or municipality as a public road, in which event the Easement on the portion so dedicated shall terminate.



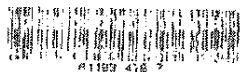
18. Default. Failure of Grantee to perform any of its obligations hereunder shall constitute a default. Upon default, Grantor shall notify Grantee in writing, describing the nature of such default and the action necessary to cure the default. Grantee shall have thirty (30) days following its receipt of a notice to cure the default, unless it appears that Grantee has commenced to cure the default in good faith and has diligently continued to pursue such curing, but has been unable to complete the same within said 30-day time period due to the nature of the default or other causes beyond the control of Grantee, in which case the time period shall be extended accordingly; provided, however, that no extension shall be afforded for a default in the payment of a monetary obligation. In the event Grantee fails to cure the breached obligation during the prescribed cure period, as the same may be extended, Grantor shall be entitled to exercise all rights and remedies available to it at law or equity, including but not limited to specific performance pursuant to the terms of this Agreement without the necessity of posting a bond, or termination of this Agreement and the Easement. In the event of a monetary default that has not been cured within the cure period, in addition to any other remedies available at law or in equity, Grantor shall have the right to a lien against the Dominant Estate which may be filed with the county clerk and foreclosed judicially in the manner of a first mortgage as set forth in MCL Sections 451.401 through 451.405, or any successor statute.

19. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The Easement is an easement appurtenant to the Dominant Estate and may not be transferred separately from, or severed from, title to the Dominant Estate. Furthermore, the benefits of the Easement shall not be extended to any properties other than the Dominant Estate without the consent of the owners of the fee simple interest of the Servient Estate.

20. Invalidity. In the event any portion of this Agreement should be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement is thereby defeated.

21. Costs and Attorneys' Fees. If any party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not an arbitration or legal proceeding is commenced, the substantially prevailing party or parties shall be entitled to recover from the other reasonable attorney's fees and other costs incurred, regardless of whether at trial, on appeal, in any bankruptcy proceeding, in an arbitration or without resort to suit. Attorneys' fees covered by this paragraph include, without limitation, fees incurred without resort to suit, at trial, in an arbitration proceeding, in bankruptcy proceedings to modify or vacate any automatic stay of such legal action or proceeding, in appeals, and in post-judgment collection services. Costs covered by this paragraph include, without limitation, the costs of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, and title insurance premiums.

22. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Michigan.



23. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date that is, (i) personally delivered, (ii) overnight courier service, (iii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iv) dispatched by electronic mail (email) transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy sent by overnight courier service no later than the day after transmission) to the parties' addresses set forth below. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail; or if sent via email, the date upon which such email was transmitted, provided the sender of such email notice receives confirmation of receipt from the recipient via return email or another acceptable notice method. Notice shall be delivered or sent to the last address provided by the party intended and to the address appearing in the records for the County in which the Easement is located. The initial address of the signatories hereto is:

Grantor: Weyerhaeuser Company
2831 North Lincoln Rd
Escanaba, MI 49829
Attn: Harvesting and Silviculture Supervisor
Email: Nathan.Christie@weyerhaeuser.com

With a copy to: Weyerhaeuser Company
320 Occidental Ave S.
Seattle, WA 98104
Attn: Legal Department
Email: David.Spelukie@weyerhaeuser.com

Grantee: Choppers, LLC
426 Parker Lane
Danville, KY 40422-9244
Email: dan@choppers.com

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]



USER 1183

PAGE 477

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:

WEYERHAEUSER COMPANY

Attest:

By: 
Name: Charles A. Becker
Title: Area Manager

By: 
Name: Nathan A. Christie
Title: Harv. & Silv. Supervisor

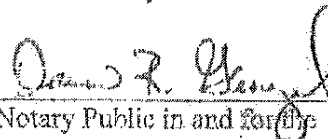
Approved by: 

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)ss
COUNTY OF DELTA)

On this 26th day of April, 2017, I certify that I know or have satisfactory evidence that **CHARLES A. BECKER** and **NATHAN A. CHRISTIE** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Area Manager and Harvesting and Silviculture Supervisor of Weyerhaeuser Company, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


Notary Public in and for the
State of Michigan
Residing in Delta County
My Commission Expires: August 31, 2021
Printed Name: Dawn R. Ganzel



CANAVERA, LLC

Attest:

By: [Signature]
Name: DAVID CANAVERA
Title: Manager

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF Michigan)
COUNTY OF Delta) ss

I certify that I know or have satisfactory evidence that David Canavera is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Manager of Canavera, LLC, a Kentucky limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 4/26/17

[Signature]
Notary Public for the
State of Michigan
My appointment expires 5/14/2018
Printed Name Russell W. Hall

PREPARED BY
AND FILED FOR RECORD AT THE REQUEST OF:
WEYERHAEUSER COMPANY
220 Occidental Ave S.
Seattle, WA 98104
Attn: Legal Department
File No. 912-22.16-0250



USER 1183

PAGE 479

Dean Francis
Forester

Recorded 17 Nov-1998
at 1:53 o'clock PM
Liber 519 Page 793-796
William C. Johnson
Delta County, MI Reg. of Deeds

EASEMENT AGREEMENT

(4)

THIS PROPERTY IS SUBJECT TO PART 511, THE COMMERCIAL FOREST PART OF
THE NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT, M.C.L. 324.

THIS EASEMENT AGREEMENT (this "Agreement") is made this 13th of November, 1998, between HELEN LAMPI, a single woman, and CHARLES J. LAMPI, a single man (collectively "Grantor"), whose address is 15600 North Rock 38th Road, Rock, Michigan 49880, and ESCANABA PAPER COMPANY, a Michigan corporation ("Grantee"), whose address is 7100 County 426 M.S Road, P. O. Box 1008, Escanaba, Michigan 49829-6008.

WITNESSETH:

That Grantor, for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration totaling less than One Hundred Dollars (\$100.00), paid by Grantee, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors, personal representatives and assigns, a perpetual, non-exclusive Easement for ingress and egress, on, over and across an existing dirt road approximately 33 feet wide, located in the West Half of Southeast Quarter (W $\frac{1}{2}$ of SE $\frac{1}{4}$), Section 1, T43N, R23W in Maple Ridge Township, Delta County, Michigan (the "Servient Land"), as such road is shown outlined between Points A and B on the map attached hereto as Exhibit A and made a part hereof (such 33 foot wide road being hereinafter referred to as the "Easement Parcel"). This Easement benefits certain real property owned by Grantee, being the Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$), Southeast Quarter of Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$), Northwest Quarter (NW $\frac{1}{4}$), North Half of Southwest Quarter (N $\frac{1}{2}$ of SW $\frac{1}{4}$), and Southwest Quarter of Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$), Section 1, T43N, R23W; West Half, Section 2, T43N, R23W; and Northwest Quarter of Northwest Quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$), Section 12, T43N, R23W in Maple Ridge Township, Delta County, Michigan (the "Benefited Land").

Grantor reserves the right to use the Easement Parcel for road purposes and any other purpose which does not materially interfere with the enjoyment by Grantee of the rights granted hereby.

W000031571017853

By acceptance of this Agreement, Grantee agrees to repair any damage to the Easement Parcel caused by Grantee's use of the Easement Parcel, and to maintain the Easement Parcel at their own cost for their own benefit. Grantor shall have no duty to maintain the Easement Parcel as a dirt road.

Grantor covenants, warrants and represents to Grantee that Grantor is the sole owner of the Easement Parcel and has full authority to convey the rights granted by this Easement. Except as otherwise provided by the preceding sentence, this Easement is granted without any covenants, warranties, or representations of any nature.

The Easement herein granted and the covenants and agreements herein contained shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors in title to, or any interest in, the Servient Land or any part thereof and the Benefited Land or any part thereof.

This conveyance is exempt from county transfer tax pursuant to M.C.L. 207.505(a) and state transfer tax pursuant to M.C.L. 207.526(a) because the value of the consideration is less than One Hundred Dollars (\$100.00).

WITNESS the execution hereof as of the date first set forth above.

Signed and Acknowledged
in the Presence of:

Grantor:

Cheryl A. Kemmer
Cheryl A. Kemmer

Helen Lampi
Helen Lampi

Dennis P. Renken
Dennis P. Renken

Cheryl A. Kemmer
Cheryl A. Kemmer

Charles J. Lampi
Charles J. Lampi

Dennis P. Renken
Dennis P. Renken

UN0519M794

STATE OF MICHIGAN

COUNTY OF DELTA

)
) SS:
)

The foregoing instrument was acknowledged before me this 13th day of November, 1998 by Helen Lampl, a single woman, and Charles J. Lampl, a single man.

Cheryl A. Kemmer
Notary Public

CHERYL A. KEMMER
Notary Public, Delta County, MI
My Commission Expires 06-13-2000

This instrument Prepared by:

Steven J. Davis, Esq.
Registration No. 0039195
Thompson, Hine & Flory
2000 Courthouse Plaza, N.E.
Dayton, Ohio 45401

00005187702795

ESCANABA PAPER COMPANY

ESCANABA, MICHIGAN

WOODLANDS DEPARTMENT

EXHIBIT C

<u>W$\frac{1}{2}$ of SE$\frac{1}{4}$</u>	<u>1</u>	<u>43N</u>	<u>23W</u>
Description	Sec.	T	R

E.P.Co.	E.P.Co.	E.P.Co.	
E.P.Co.	E.P.Co.		E.P.Co.
Purchase Parcel	E.P.Co.	Lamp 1	E.P.Co.
E.P.Co.		Lamp 1	Lamp 1



N. Rock 38th Road



SALE AREA

----- Easement route

SCALE 4" = 1 mile

DATE 09/04/98

BY V. Lybero

intro 05/19/98 796

15
RECORDED April 10 2000
AT 3:37 O'CLOCK PM
LIBER 560 PAGE 138-141
John C. Zeman
DELTA COUNTY MI REG. OF DEEDS

EASEMENT AGREEMENT

THIS PROPERTY IS SUBJECT TO PART 511, THE COMMERCIAL FOREST PART OF
THE NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT, M.C.L. 324.

THIS EASEMENT AGREEMENT (this "Agreement") is made this 21st of
March, 2000, between ESCANABA PAPER COMPANY, ("Grantor"), a
Michigan corporation, whose address is 7100 County 426 M.5 Road, P. O. Box 1008, Escanaba,
Michigan 49829-6008 and CANAVERA, L.L.C., a Kentucky limited liability corporation
("Grantee"), whose address is 426 Faulkner Lane, Danville, Kentucky 40422.

WITNESSETH:

That Grantor, for the sum of ONE DOLLAR (\$1.00) and other good and valuable
consideration totalling less than One Hundred Dollars (\$100.00), paid by Grantee, receipt of which
is hereby acknowledged, does hereby grant to Grantee, its successors, personal representatives and
assigns, a perpetual, non-exclusive easement for ingress and egress, on, over and across an existing dirt
road approximately 30 feet wide, located in the Southwest Quarter of Northwest Quarter (SW¼ of
NW¼) and North Half of Southwest Quarter (N½ of SW¼), Section 1, T43N, R23W in Maple
Ridge Township, Delta County, Michigan (the "Servient Land"), as such road is shown outlined
between Points B-C-D-E-F-G on the map attached hereto as Exhibit A and made a part hereof (such
30 foot wide road being hereinafter referred to as the "Easement Parcel"). This easement benefits
certain real property owned by Grantee, being the Northeast Quarter (NE¼), North Half of Southeast
Quarter (N½ of SE¼) and Southwest Quarter of Southeast Quarter (SW¼ of SE¼), Section 2,
T43N, R23W in Maple Ridge Township, Delta County, Michigan (the "Benefited Land").

By acceptance of this Agreement, Grantee agrees to indemnify and save harmless Grantor
from all claims, demands, actions, causes of action, liabilities or judgments, including without limitation

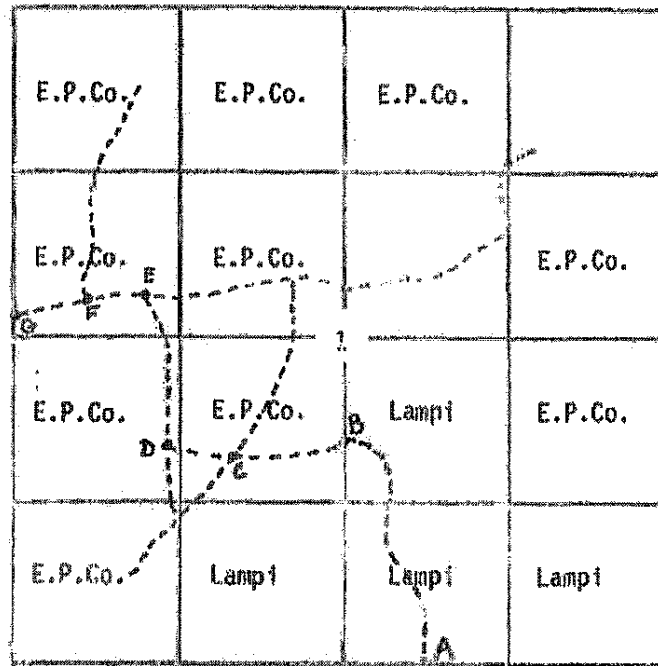
ESCANABA PAPER COMPANY

ESCANABA, MICHIGAN

WOODLANDS DEPARTMENT

EXHIBIT A

	1	43N	23W
Description	Sec.	T	R



N. Rock 38th Road



SALE AREA

SCALE 4" = 1 mile

DATE 01/12/00

----- Easement route

BY V. Lyberg

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all costs, expenses and reasonable attorney fees, due to injury, damage or loss of any nature occurring to persons or property, arising out of or resulting from the exercise by Grantee, or any person with the permission of Grantee, whether express or implied, of the rights granted hereby, except to the extent such claims, demands, actions, causes of action, liabilities or judgments result from the negligence or wrongful conduct of Grantor or others acting on behalf of the Grantor.

Grantor reserves the right to use the Easement Parcel for road purposes and any other purpose which does not materially interfere with the enjoyment by Grantee of the rights granted hereby.

By acceptance of this Agreement, Grantee agrees to repair any damage to the Easement Parcel caused by Grantee's use of the Easement Parcel, and to maintain the Easement Parcel at Grantee's own cost for Grantee's own benefit. Grantor shall have no duty to maintain the Easement Parcel as a dirt road.

Grantor covenants, warrants and represents to Grantee that Grantor is the sole owner of the Easement Parcel and has full authority to convey the rights granted by this easement. Except as otherwise provided by the preceding sentence, this easement is granted without any covenants, warranties, or representations of any nature.

The easement herein granted and the covenants and agreements herein contained shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors in title to, or any interest in, the Servient Land or any part thereof and the Benefited Land or any part thereof.

This conveyance is exempt from county transfer tax pursuant to M.C.L. 207.505(a) and state transfer tax pursuant to M.C.L. 207.526(a) because the value of the consideration is less than One Hundred Dollars (\$100.00).


WITNESS the execution hereof as of the date first set forth above.

Signed and Acknowledged
in the Presence of:

Grantor:

ESCANABA PAPER COMPANY


Denise L. Williams

By: 
Peter H. Vogel, Jr.
Vice President


Margaret J. Smith

Attest:


Denise L. Williams

By: 
Elizabeth J. Milburn
Assistant Secretary


Margaret J. Smith

STATE OF OHIO

)
) SS:
)

COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 21st day of March, 2000 by Peter H. Vogel, Jr., Vice President and Elizabeth J. Milburn, Assistant Secretary, of ESCANABA PAPER COMPANY, a Michigan corporation, on behalf of the corporation.


Notary Public

This instrument Prepared by:

Steven J. Davis, Esq.
Registration No. 0039195
Thompson, Hine & Flory
2000 Courthouse Plaza, N.E.
Dayton, Ohio 45401



DENISE L. WILLIAMS, Notary Public
in and for the State of Ohio
My Commission Expires May 1, 2002

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