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which approval shall not unreasonably be withheld; provided further, that the Grantor shall construct and maintain any such connections at its own expense in condition satisfactory to the Grantee.

The Grantor further reserves to itself, its successors and assigns, all ponderosa pine timber on said right-of-way, provided that the Grantee or its timber purchasers (or other than right-of-way timber) shall have the right to cut timber upon the right-of-way to the extent necessary for the construction or betterment of said road. (Such timber shall be cut into logs of standard length with proper trim allowance and shall be decked horizontally along said right-of-way and shall be free of stumps, limbs or other debris. Grantor expressly reserves the right to enter upon such strip of land to remove said decked timber, and to remove standing timber in the usual and customary manner without cost except for his pro rata share of maintenance.) Grantor further reserves the right to grow and harvest future forest crops on that portion of said right-of-way not actually used for road purposes.

The Grantor, its successors and assigns, shall, to the extent permitted by Federal law and regulations have the right to use, maintain, patrol and reconstruct said road in such manner as not unreasonably to interfere with the use of said road by the Grantee or its authorized users or cause substantial injury thereto; provided, that during periods when Grantor, its successors or assigns, uses said road, its use will be subject to such reasonable charges, terms and regulations as the Grantee may impose upon or require of haulers of forest or other products including performance of its

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share of road maintenance and resurfacing on the portions so used, or contribution to the cost of said maintenance and resurfacing, so that its proportionate share (based on the ratio that its hauling in MBF bears to the total MBF hauled during said period of use) of the cost of maintaining and resurfacing the road to the extent necessary to restore the road to the condition existing at the start of the use will be paid or performed.

The rights, privileges and authorities herein granted are for the use and enjoyment by the Grantee for any and all purposes deemed necessary and desirable in connection with the control, management and administration of the National Forest, or the resources thereof, and insofar as compatible therewith, use by the general public and the rights, privileges and authorities herein granted shall continue as long as used for the purposes granted, but if for a period of five years the Grantee shall cease to use the rights, privileges and authorities for the purposes granted or shall abandon the use of the easement herein granted, then, in any such events, the premises traversed thereby shall be freed from said easement as fully and completely as if this indenture had not been made.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its duly authorized officers and its

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