to Station P.O.C. 36+51 a point on the west boundary of Section 34, T. 30 S., R. 7E., W.M. from which the southwest section corner bears southerly a distance of 1617.24 ft. At said point on west-boundary the centerline leaves the property of the Grantor, continuing and shortening the side lines so as to terminate at the property line, and containing 5.53 acres more or less.

Should the road be located substantially as described herein, the centerline of the road as constructed is hereby deemed accepted by the Grantor as the true centerline of the easement granted.

The Grantee shall also have the right to the use of the Grantor's lands immediately adjacent to said right-of-way as may be necessary for the construction, reconstruction, improvement and maintenance of said road.

The Grantor reserves to itself, its successors and assigns, the right to connect to said road such approach roads as are reasonably necessary to provide access to lands and timber owned by the Grantor, provided that the location and character of construction of such connections shall first be approved in writing by the Grantee, 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 shall have the right to cut timber upon the right-of-way to the extent necessary for the construction or betterment of said road.

2.9

(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 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 per-

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3. EASEMENT