

EASEMENT

KNCW ALL MEN BY THESE PRESENTS, That Grantor, INTERNATIONAL PAPER COMPANY, a New York corporation, for and in consideration of One Dollar (\$1.00), does hereby GRANT, BARGAIN, SELL AND CONVEY to Grantee, WEYERHAEUSER COMPANY, a Washington corporation, and its assigns, a nonexclusive Forty (40) foot wide easement and right of way over, upon and across the following described property situated in the County of Skamania, State of Washington, to-wit:

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-four (24) in Township Seven (7) North of Range Five (5) East of the Willamette Meridian, described as follows:

Beginning at a point on the Section line between Sections 24 and 25, Township 7 North, Range 5 East, said point being North 89° 56' 30" West a distance of 446.0 feet of the corner common to Sections 24 and 25 of Township 7 North, Range 5 East and Sections 19 and 30 of Township 7 North, Range 6 East, Willamette Meridian; thence following along the centerline of an existing road North 12° West 30.0 feet; thence North 46° West 289.0 feet to its intersection with International Paper Company Road No. 310, as shown in red on Exhibit "A" attached hereto and by this reference incorporated herein.

The rights and privileges herein granted are for the purposes of maintaining, repairing and using a roadway by Grantee, and the licensees and permittees of Grantee, including but not limited to the transportation of forest and mineral products over said roadway; provided, however, said rights and privileges shall be subject to the following terms and conditions:

1. ACCESS RESERVATION. Grantor, its successors, assigns and permittees, reserves to itself, the right to use, maintain, patrol, reconstruct and repair said road for any and all purposes provided that use for the hauling of timber or other valuable materials shall be initiated by serving notice to Weyerhaeuser, acknowledging such use shall be predicated on the basis of sharing in the value of the road. Weyerhaeuser agrees that upon receipt of this notice of intent, the parties shall mutually agree as to their respective percentage of the total tributary acreage and the then replacement value of the roadway or other such facility.



(c) Deliver to Grantor a certificate from the insurer of said Grantee, its licensees or permittees, certifying that coverage in not less than the above named amounts is in force and that in the event of cancellation or modification of such coverage, the insurer will give Grantor thirty (30) days' written notice prior to any cancellation or modification.