EASEMENT

S. D. S. Company (a Washington partnership) P. O. Box 266 Bingen, WA 98605

(Grantor)

Champion International Corporation (a New York corporation) P. O. Box 10228 Eugene, OR 97440 (Grantee)

For and in consideration of the granting of reciprocal rights, Grantor hereby grants and conveys to Grantee, its' successor and assigns, a permanent, non-exclusive easement upon and over and along a right-of-way thirty (30) feet in width for an existing road as shown on the attached. Exhibit A that crosses the

SlaNela, NelaSela, Section 19, TO3N, RO8E, Willamette Meridian Skamania County, Washington

The parties hereto hereby agree that the rights herein above granted shall be subject to the following terms and conditions:

- 1. Grantor reserves the right to use the roads for any purpose desirable by Grantor and the right to extend to third parties such rights on such terms as it chooses, provided, such use will not unreasonably interfer with the rights herein granted.
- 2. The easement is conveyed for the purpose of reconstruction, use and maintenance of the roads for the hauling of forest products and other valuable material from lands now owned or hereafter required by the Grantee, and to provide access to said lands for land management and administrative activities.
- 3. The Grantor herein reserves for itself, and its' successors at lassigns, the rights to all timber now on or hereafter growing within the rights of way on the lands.
- 4. Each party using any portion of a road shall repair or cause to be repaired, as its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road.

- 5. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvement being made, such improvements shall be solely for the account of the improver.
- 6. Each party hereto shall require each of its permittees, before using any of said roads on the lands of the other party hereto, to obtain and, during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights-of-way.

IN MITNESS WHEREOF, the parties pereto have executed this instrument, in duplicate, to become effective this 10 day of 149. , 1981.

SEAL:

S. D. S. Company

Title:

Attest.

Title:

SEAL:

TIMBERLANDS DIVISION CHAMPION INTERNATIONAL CORPORATION

W. O. Larson

Title: Vice President & General Manager

Attest:

Don Mizner

Title: Assistant Secretary

ROLL 091981 B MARRIAGE APPLICATIONS DAILY RECORDINGS BOARD OF COUNTY COMMISSIONERS

	+++++++++
Partnership Acknowledgement:	
STATE OF Washington COUNTY of Kick fat	
On this Diday of Lug. 1981, b. and, to me k of S. D. S. Co free and voluntary act and deed in mentioned, and on eath state	efore me personally appeared <u>Beuce R. Stevenso</u> . mown to be the <u>factore</u> and mpany and acknowledged said instrument to be the of said Partnership for the uses and purposes there- d they are authorized to execute said instrument e corporate seal of said Partnership/Corporation.
	unto set my hand and affiliad
SEADIANI 'S	Merrito to Thille
	Notary Public is and for the State of Residing at The State of Residing at The Salmen
명 수 기도 하다. 그는 것으로 보고 하는데, 모드라 연구를 보면 보고 하는데 하는데 그는 것이 하는다.	My commission expires: 1/9/82

Corporate Acknowledgement:

STATE of OREGON) SS.

On this <u>Sith</u>day of <u>August</u>, 1981, before me personally appeared <u>W. O. Larson</u>, known to me to be the <u>Vice President and General Manager</u>, and <u>Don Mizner</u>, known to be to be the <u>Assistant Secretary</u>, of the Corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed to said Corporation for the uses and purposes therein mentioned, and on oath stated they are authorized to execute said instrument and that the seal affixed is the Corporation seal of said Corporation.

IN WITHESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Motary Public in and for the . State of Oregon.

Residing at 1600 Valley River Dr. Eugene, OR.

My commission expires: 10-18-82

- "CL

Exhibit "A"

Section 19, TO3N, RO8E, Willamette Meridian Skamania County, Washington

