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EASEMENT EXCHANGE

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This Agreement, made and entered into this 20th day of February 1973, by and between WEYERHAEUSER COMPANY, a Washington company, Box C, Tacoma, Washington, 98401, herein called "Weyerhaeuser" and RAGNAR L. CARLSON and LILA G. CARLSON, husband and wife, Chiloquin, Oregon, 97624, herein called "Carlson," Witnesseth:

I

A. Weyerhaeuser hereby grants and conveys to Carlson, their heirs and assigns, a permanent nonexclusive easement upon, over and along a right-of-way sixty (60) feet in width over and across the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and S $\frac{1}{2}$ of SW $\frac{1}{4}$ Section 20, Township 34 South, Range 8 East of W.M. in Klamath County, Oregon being thirty (30) feet on each side of the center line of a road located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

B. Carlson hereby grants and conveys to Weyerhaeuser, its successors and assigns, a permanent nonexclusive easement upon, over and along a right-of-way sixty (60) feet in width over and across the SE $\frac{1}{4}$ of SW $\frac{1}{4}$; S $\frac{1}{2}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$ and N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 19, Township 34 South, Range 8E of W.M. in Klamath County, Oregon being thirty (30) feet on each side of the center line of a road located approximately as shown in green on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

II

The parties hereto hereby agree that the rights hereinabove granted by one party to the other shall be subject to the following terms and conditions.

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1. The easements are conveyed for the purpose of construction, reconstruction, use and maintenance of a road for the purpose of providing access to and from lands now owned or hereafter acquired by the parties hereto.

2. Each party reserves for itself, its heirs, successors and assigns, the right at all times and for any purpose to go upon, cross, and recross, at any place on grade or otherwise, said rights-of-way on lands owned by it and to use the road on said rights-of-way in a manner that will not unreasonably interfere with the rights granted to the other party hereunder.

3. Each party may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted to the other party hereunder.

4. Each party hereto may permit its respective contractors, licensees, purchasers of timber or other valuable materials and their agents, to exercise the rights granted to it herein.

5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to a standard existing at the time use commenced. During periods when more than one party is using said road or any portion thereof the parties hereto shall meet and establish necessary maintenance provisions.

For the purpose of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway,

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road structure and road facilities in such state of repair as to permit normal use by passenger cars.

6. Each party using any portion of said road shall repair, or cause to be repaired at 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. Should inordinate damage to said road occur which is not caused by an authorized user of said road, the parties shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

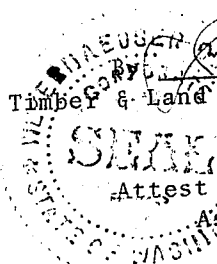
7. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

8. Each party hereto reserves to itself all timber now on or hereafter growing within the right-of-way on its said lands.

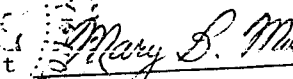
9. In the event said lands shall be fenced, each party shall have the right to install gates across said road and require that said road be closed when not in use. Each party shall install its own locks on said gates in such a manner as to allow the other party to open the gates with its own locks, provided, however, that during periods of time when said road is being used for the hauling of timber temporary cattle guards may be installed in place of said gates.


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

WEYERHAEUSER COMPANY


Timber & Land Resources Manager

Attest


Assistant Secretary


Ragnar L. Carlson


Lila G. Carlson

LT. 8
1223

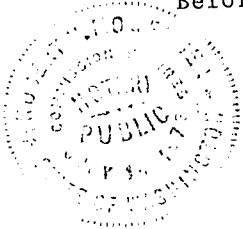
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STATE OF WASHINGTON)
COUNTY OF KING) ss.

February 21 A. D. 19 73.

Personally appeared before me J. P. McMahon
and Mary B. Mosier who being duly sworn did say,
that they are the Timber & Land Assistant
Resources Manager and Secretary
respectively, of Weyerhaeuser Company and that the seal affixed is
the corporate seal of said corporation, and that said instrument
was signed and sealed on behalf of said corporation by authority
of its Board of Directors, and they acknowledged said instrument
to be its free and voluntary act and deed.

Before me:



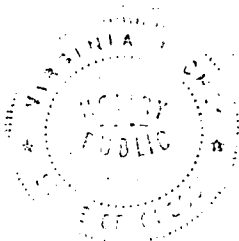
Robert H. Mogensen
Notary Public in and for the State of
Washington, residing at Tacoma.

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

March 2, 19 73

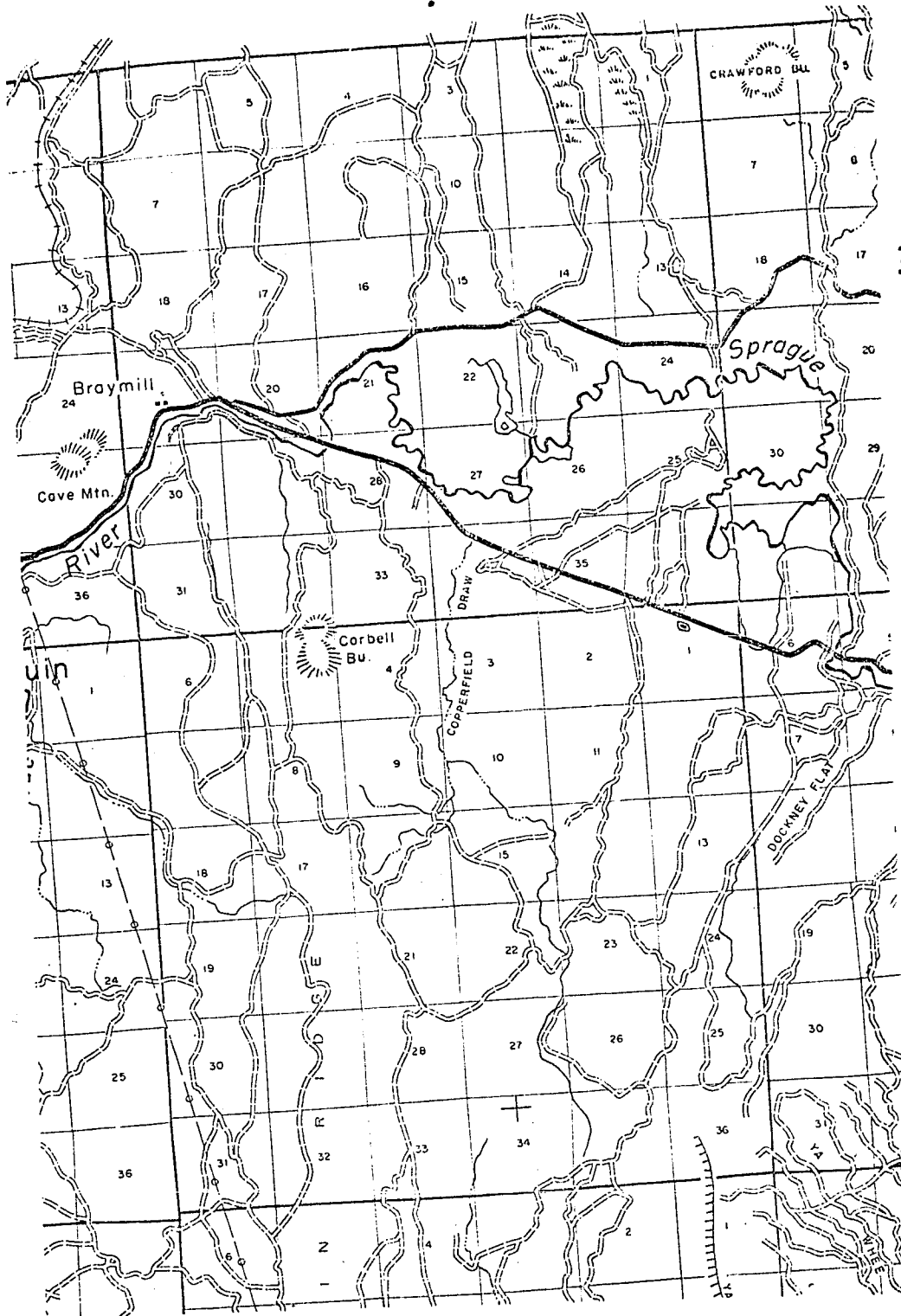
Personally appeared the above named Ragnar L. Carlson and
Lila G. Carlson, husband and wife, and acknowledged the foregoing
instrument to be their voluntary act and deed.

Before me:



Virginia Beckey
Notary Public for Oregon
My Commission Expires: Sept. 23, 1976

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EXHIBIT A

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of RAGNAR L. CARLSON
 this 2nd day of MARCH A. D., 19 73 at 9:56 o'clock A M., and duly recorded in
 Vol. M 73, of DEEDS on Page 2185

FEE \$ 10.00

WM. D. MILNE, County Clerk
 By Hazel Dray