

97896

EASEMENT EXCHANGE

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1684

26th

RECEIVED FILED  
4-11-74

This agreement, made and entered into this \_\_\_\_\_ day  
August \_\_\_\_\_, 1974, by and between WYERHAEUSER COMPANY, a  
Washington corporation, Box C, Tacoma, Washington, 98401, herein  
called "Weyerhaeuser," and DAVID C. MEEKS and BETTY J. MEEKS,  
husband and wife, General Delivery, Pahrump, Nevada, 98041, herein  
called "Meeks" and JACK D. HUBBARD and CAROL HUBBARD, husband and  
wife, 6105 Logan Drive, Klamath Falls, Oregon, 97601, herein called  
"Hubbard", Witnesseth:

I

A. Weyerhaeuser hereby grants and conveys to Meeks and  
Hubbard, their heirs and assigns, a permanent non-exclusive  
easement upon, over and along a right-of-way sixty (60) feet in  
width over and across the S $\frac{1}{4}$  of NE $\frac{1}{4}$  and NW $\frac{1}{4}$  of SE $\frac{1}{4}$  Section 27,  
Township 39 South, Range 8 East of W.M., in the County of Klamath,  
State of Oregon, being thirty (30) feet on each side of the  
centerline 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 as  
of the date of this Agreement.

B. Meeks hereby grants to Weyerhaeuser, its successors and  
assigns, a permanent non-exclusive easement upon, over and along  
a right-of-way sixty (60) feet in width over and across the S $\frac{1}{4}$  of  
NW $\frac{1}{4}$  of NW $\frac{1}{4}$  Section 16 and the S $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  Section 17, Township  
39 South, Range 8 East, of W.M., in the County of Klamath, State  
of Oregon, being thirty (30) feet on each side of the centerline  
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 as of the date of this Agreement.

C. Hubbard hereby grants and conveys to Weyerhaeuser, its successors and assigns, a permanent non-exclusive easement upon, over and along a right-of-way sixty (60) feet in width over and across the N $\frac{1}{4}$  of NW $\frac{1}{4}$  of NW $\frac{1}{4}$  Section 16, Township 39 South, Range 8 East of W.M. in the County of Klamath, State of Oregon, being thirty (30) feet on each side of the centerline of a road located approximately as shown in blue on the attached "Exhibit A."

Subject as to said lands to all matters of public record as of the date of this Agreement.

## II

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 right-of-way on lands owned by it and to use the road on said right-of-way in a manner that will not unreasonably interfere with the rights granted to the other parties 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 parties 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, 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 triplicate, as of the day and year first above written.

*David C. Meeks*  
David C. Meeks

WEYERHAEUSER COMPANY

*Betty J. Meeks*  
Betty J. Meeks

By *R. M. Little*  
Timber & Land Resources Manager

Attest *Mary D. Miller*  
Assistant Secretary

*Jack D. Hubbard*  
Jack D. Hubbard

*Carol Hubbard*  
Carol Hubbard

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

August 27, A.D. 1974.

Personally appeared before me R. N. Witter, Jr.  
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:

Roberta J. Morris  
Notary Public in and for the State of  
Washington, residing at Puyallup.

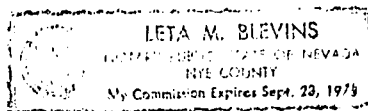
STATE OF NEVADA )  
COUNTY OF NYE ) ss.

August 12, 1974

Personally appeared before me, a Notary Public, the above named  
David C. Meeks and Betty J. Meeks, husband and wife, who acknowledged  
that they executed the above instrument as their voluntary act and  
deed.

Before me:

David C. Meeks  
Betty J. Meeks



Leta M. Blevins  
Notary Public for NEVADA, NYE  
My Commission Expires: Sept 23/1979

STATE OF OREGON  
COUNTY OF Clatsop ss.

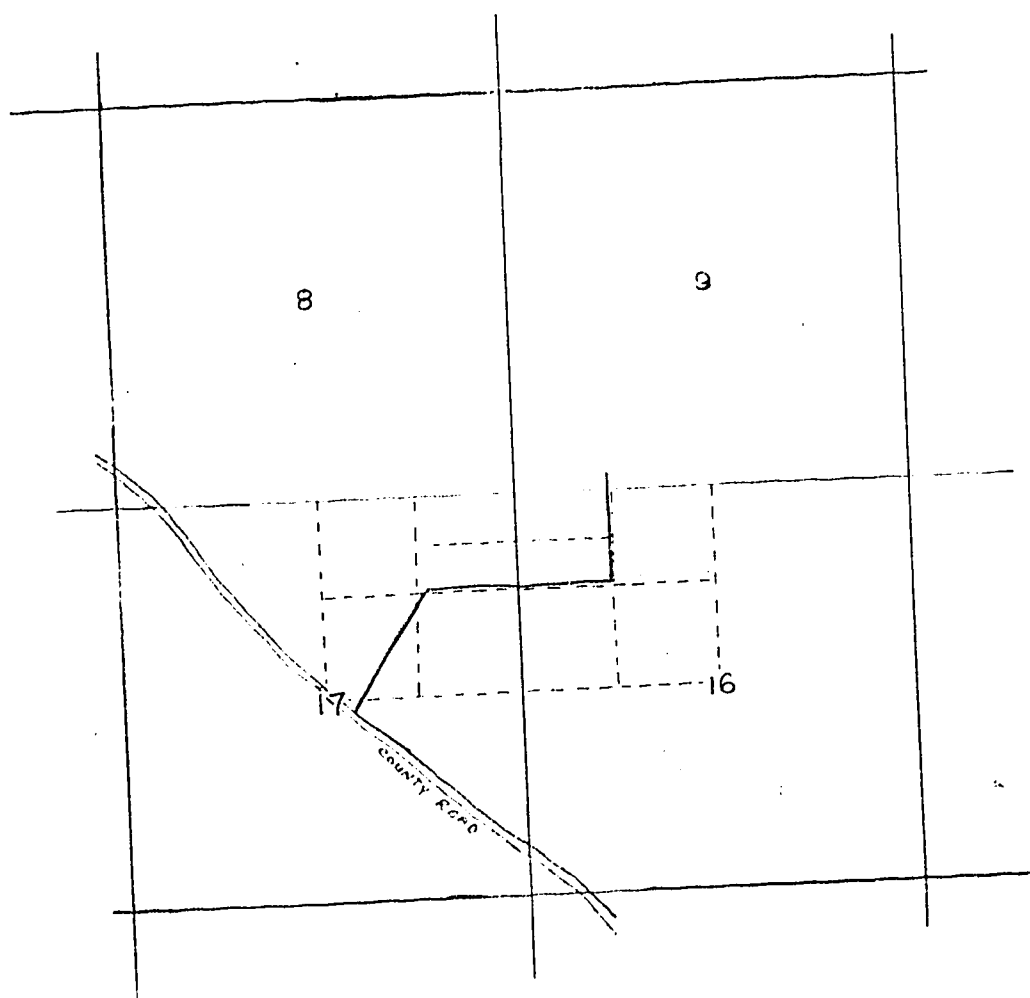
Harold Gills, August 16th, 1974

Personally appeared the above named Jack D. Hubbard and Carol Hubbard, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Phyllis M. Kinney  
Notary Public for Oregon  
My Commission Expires: 4-30-76



T.39S. R.8E.

REC JACK HUBBARD  
 RT 3 BOX 310  
 K. FALLS, OREGON 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Sub for record 829693368  
 is 7th day of February A.D. 1975 at 4:10 P.M. and  
 duly recorded in Vol. 14-75 of Deed 1604

Fee \$14.00

By Wm D. MILNE, County Clerk  
*William D. Milne*

EXHIBIT A

# 1400