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EASEMENT

THIS AGREEMENT is made and entered into this 28th day of June, 1978, by and between WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," and FREDERICK W. HYDE and ELIZABETH H. HYDE, husband and wife, herein called "Hyde" WITNESSETH:

A. Weyerhaeuser hereby grants and conveys to Hyde, their heirs and assigns, a perpetual non-exclusive easement upon, over and along a right of way thirty-three (33) feet in width over and across the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 19, Township 35 South, Range 14 East of W.M., Klamath County, Oregon, located approximately as shown in red on the attached "Exhibit A." Subject as to said lands to all matters of public record.

II

It is mutually agreed by the parties hereto the rights herein granted are subject to the following terms and conditions:

1. The rights herein granted are for the purposes of construction, reconstruction, use and maintenance of a road for the purpose of providing ingress to and egress from land now owned by Hyde.
2. Weyerhaeuser reserves for itself, its 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, and to use said road in any manner that will not unreasonably interfere with the rights granted Hyde hereunder.

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3. When either party is the sole user of said road, or any portion thereof, such party shall maintain that portion of said road so used at its sole expense. However, during periods of time when other parties are using the same portions of said road, maintenance shall be in proportion to each party's use.

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 as nearly as possible in their present condition or as hereafter improved.

4. Weyerhaeuser has made no representation as to the present or future condition of its property, or the character of the traffic on its roads, and Hyde assumes all risk of damage to property of and injury to Hyde in connection with the exercise of rights granted hereunder.

5. Hyde shall indemnify and hold harmless Weyerhaeuser against all claims and liabilities asserted by third persons resulting directly or indirectly from Hyde's acts or omissions hereunder whether negligent or otherwise.

6. Weyerhaeuser reserves for itself, its successors and assigns, all timber now on or hereafter growing within said right of way.

7. If for a period of two (2) years Hyde, their heirs or assigns, shall cease to use, or preserve for prospective future use, said road, or any portion thereof, for the purposes herein granted, the easement traversed thereby shall terminate. In the event of such termination, Hyde, their heirs or assigns, shall furnish Weyerhaeuser, its successors or assigns, a statement in recordable form, evidencing such termination.

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

WEYERHAEUSER COMPANY

R. M. Little
Land and Timber Resources Manager

Robert M. Morgan
Assistant Secretary

Frederick W. Hyde
Frederick W. Hyde


Elizabeth H. Hyde
Elizabeth H. Hyde

16610

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 11th day of July, 1978, before me personally appeared R. N. Witter, Jr. and Robert N. Mogensen, to me known to be the Land and Timber Resources Manager and Assistant Secretary, respectively, of Weyerhaeuser Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

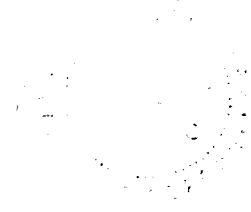
IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal the day and year first above written.


Rosetta L. Morris
Notary Public in and for the State of
Washington, residing at Puyallup.

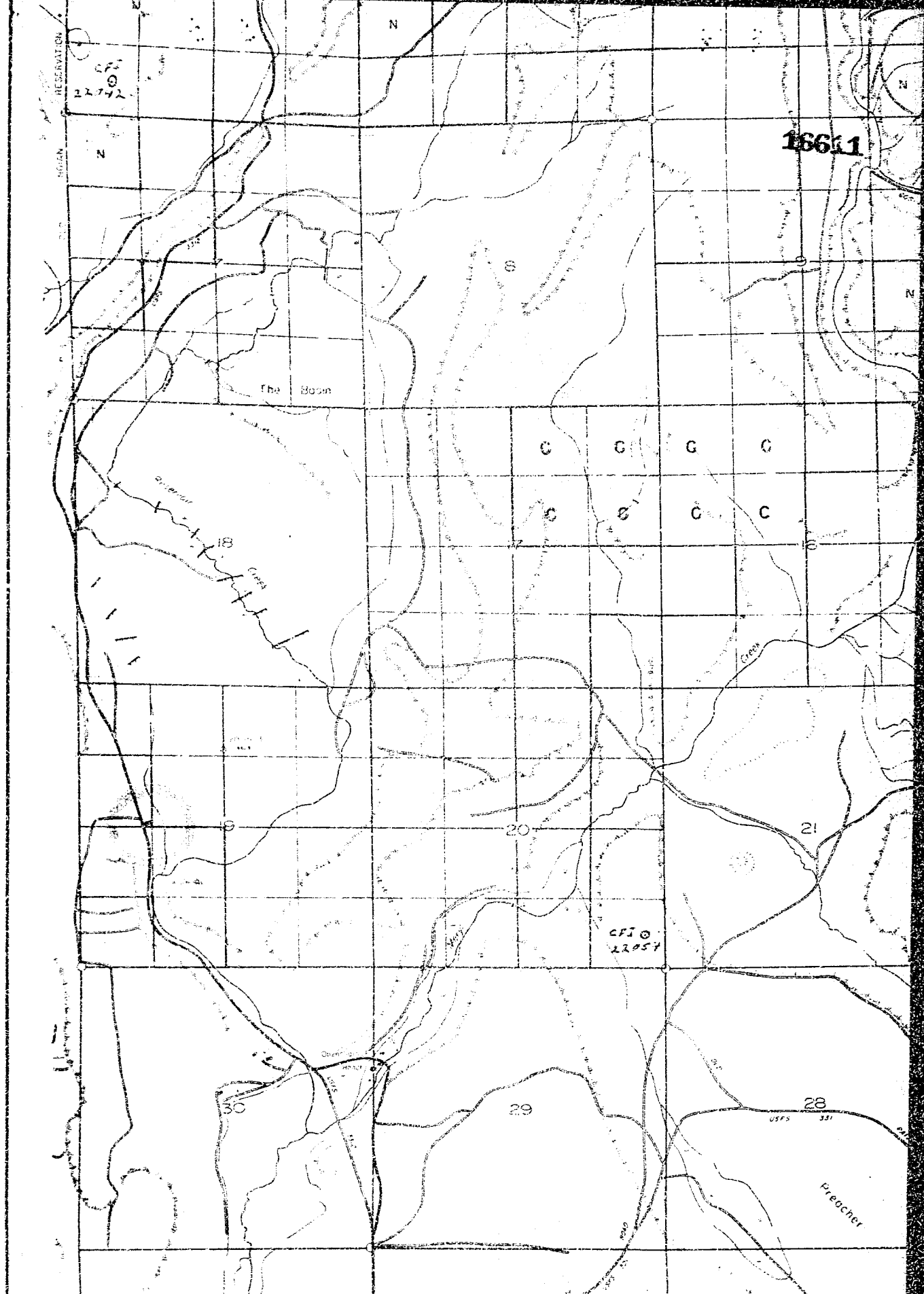
STATE OF OREGON)
) ss.
COUNTY OF Clatsop)

On this 19 day of July, 1978, before me personally appeared FREDERICK W. HYDE and ELIZABETH H. HYDE, to me known to be the individuals described in, and who executed the above and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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


[Signature]
Notary Public in and for the State of
Oregon, residing at Seaside, OR -
My Comm. Exp 4-16-79

Return to
Yonsey Land & Cattle Co
PO Box 305
Bly, Or 97622



STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of July A.D., 19 78 at 2:59 o'clock P.M., and duly recorded in Vol. M78 of Deeds on Page 16607.

FEE \$15.00

WM. D. MILNE, County Clerk

By Bernetha Wilson Deputy