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This Agreement, made and entered into the <u>4th</u> day of <u>October</u>, 1978, by and between WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser", and JAMES D. KOOPMAN and PAMELA K. KOOPMAN, husband and wife, and CHARLES W. LANDRY and WILLENE J. LANDRY, husband and wife, herein called "Koopman and Landry", Witnesseth:

T

EASEMENT EXCHANGE

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1. Koopman and Landry hereby grant and convey to Weyerhaeuser, its successors and assigns, a permanent non-exclusive easement upon, over, and along a right of way sixty six (66) feet in width upon, over, and across the following described lands in Klamath County, Oregon:

> Township 39 South, Range 8 East, W.M. SW4SW4 Section 17

being thirty three (33) 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.

2. Weyerhaeuser hereby grants and conveys to Koopman and Landry, their heirs and assigns, a permanent non-exclusive easement upon, over, and along a right of way sixty six (66) feet in width over and across the following described lands in Klamath County, Oregon:

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Township 39 South, Range 8 East, W.M.S\nW\k; NW\kSW\kSection 17SE\kNE\kSection 18

being thirty three (33) feet on each side of the centerline of a road located approximately as shown in red on the attached "Exhibit A".

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Subject as to said lands to all mattrers 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:

1. The easements are conveyed for the purpose of 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, their 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 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 party hereunder.

3. Each party may grant to third parties, upon such terms and conditions as it may choose, any or all 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 and other valuable materials and their agents, to exercise the rights granted to it herein.

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5. The cost of road maintenance shall be allocated on the basis of respective uses of said road whereby each user will contribute their pro rata share of the maintenance cost caused by their usage so that such maintenance will leave the road in as good a condition as existed at the time of commencement of said use.

6. 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.

7. Each party hereto reserves to itself, its heirs, successors, and assigns all timber now on or hereafter growing within the rights of way on its said lands.

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

WEYERHAEUSER COMPANY

Land & Timber Resources Manager

170 fogenes Assistant Secretary

James D. Koopman

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Samela K Pamela K Charles W.

Land



STATE OF WASHINGTON COUNTY OF KING

SS.

On this <u>5th</u> day of <u>October</u>, 1978, before me personally appeared <u>R. N. Witter, Jr.</u> and <u>Robert N. Mogensen</u>, to me known to <u>Land & Timber</u> and <u>Assistant Secretary</u>, respectively, of Weyerhaeuser Company, a corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and volunatry 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 and affixed my official seal the day and year first above written.



ta f. morris Notary Public in and for the State of Washington, residing at Puyallup

STATE OF

COUNTY OF

On this <u>M</u> day of <u>C</u>, 1978, before me personally appeared JAMES D. KOOPMAN and PAMELA K. KOOPMAN, 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 volunatry act and deed for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my

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official seal the day and year first above written.

Kere STATE OF OREGON,) 10000 County of Klamath) Filed for record ubdenessbabs

n this 19th day of December A.D. 1978 11:10 p. c. dec in Vol. M-78 of Deeds Minine County Clerk acqueline Metler ...\$12.00

 $\bigcirc Q$ Notary Public in and for the State of Myon, residing at Klamath

com expires &5.

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