76212 Vol. m79 Page 25575

AGREEMENT made this _____ day of _____, 1979, between WEYERHAEUSER COMPANY, a corporation (hereinafter called "Weyerhaeuser"), and COLUMBIA PLYWOOD CORPORATION, a corporation (hereinafter called "Columbia"):

W I T N E S S E T H:

For valuable consideration, the parties hereto agree as follows:

1. Creation of Easement: Weyerhaeuser hereby grants to Columbia an easement to go upon and use that certain roadway described in Exhibit "A", attached hereto and thereby made a part hereof as though fully set forth hereat, subject to all of the terms and conditions hereof.

2. Reservations of Weyerhaeuser: Weyerhaeuser reserves the right to relocate, at its expense, all, or any portion, of said roadway, and to continue to use said roadway without restriction, and all other rights of ownership of said roadway presently, or hereafter, vested in Weyerhaeuser.

3. Limitation of Easement: Columbia shall use the roadway herein described solely for the purpose of the transportation of forest products and forest management, and for no other purpose; and shall use the same in common with Weyerhaeuser in such a manner that such common use will not interfere with the use of said roadway by Weyerhaeuser.

4. Cost of Maintenance and Repairs: The parties agree to share equally the cost and expenses of maintaining and repairing the roadway in its present condition. This covenant shall not include any costs or expenses of maintaining and repairing the roadway other than in its present condition. This covenant shall not include any costs or expenses of upgrading the roadway nor costs and expenses of repair or maintenance deemed by the parties to be necessary or advisable, but not related to maintaining and repairing the roadway in its present condition. Any such additional costs and expenses of repair or maintenance deemed by the parties necessary or advisable shall not be undertaken under this Agreement, except with the express written consent of each of the parties and an assumption by each of the parties in writing of their proportionate share of financial responsibility of the same based on benefit that each party will obtain from the same. If the parties are not able to determine by agreement their proportionate share of the costs and expenses of repair and maintenance not to be shared equally, their proportionate shares shall be determined by binding arbitration pursuant to the rules and procedures of the American Arbitration Association. Any cost or expense of relocating all, or any portion, of the roadway shall not be subject to proportionate sharing, but shall remain the sole responsibility of Weyerhaeuser. Costs and expenses of repair and maintenance to be shared equally shall be performed by Weyerhaeuser who shall bill Columbia annually for Columbia's share thereof. Columbia shall reimburse Weyerhaeuser for such costs and expenses to be shared equally within thirty (30) days from the date of billing for the same. If Columbia does not pay within thirty (30) days its share of costs and expenses so billed, as provided in the preceding sentence, the amount billed and unpaid shall bear interest at the highest lawful rate allowed by Oregon law for corporate obligations until paid.

5. Personal Injury and Property Damage Liability: To the extent that any liability

Exhibit "C"

1979 JUL 30 PM 2 06

should arise to Columbia, to any workman of Columbia, or to any third person upon said roadway with the consent of Columbia, for or upon account of any death or injury to such workman or third person, or for or upon account of any damage to the property of Columbia, any such workman of Columbia, or third person on said roadway with the consent of Columbia, arising out of, caused by, or in any manner whatsoever growing out of the past, present, or future condition or use of said roadway, or any part thereof, Columbia shall save and hold harmless Weyerhaeuser from, and hereby indemnifies Weyerhaeuser against, liability to Columbia, or any workman of Columbia, or third person upon said roadway with the consent of Columbia. This covenant shall extend to, and include, all costs, damages, expenses, and reasonable attorney fees, both at trial and upon appeal. As part performance of this covenant, Columbia shall, at its own expense, maintain in full force and effect a policy or policies of comprehensive liability insurance, including property damage, in such amounts as Weyerhaeuser shall from time to time specify by notice to Columbia, written by one or more responsible insurance companies licensed to do business in the State of Oregon, naming Weyerhaeuser as an insured, insuring against liability for injury to persons and property and for the death of any person or persons occurring in or about the roadway. Columbia shall provide Weyerhaeuser with copies or certificates of any policy, or policies, procurred pursuant to this provision. Any such policy, or policies, procurred by Columbia pursuant to this provision shall not be cancelable without thirty (30) days' notice to Weyerhaeuser.

6. Termination of Easement: This easement shall terminate, as to Columbia, as follows:

a. Automatic Termination: This easement shall automatically terminate if one, or more of the following events should occur: Columbia should make an assignment for the benefit of creditors; Columbia should be placed in receivorship or adjudicated a bankrupt; Columbia should take advantage of any bankruptcy or insolvency law; Columbia should be dissolved as a corporation other than by merger; or Columbia should cease to process forest products.

b. Termination Upon Written Notice: If Columbia should fail to perform any of its covenants after thirty (30) days' written notice specifying such failure of performance and demand for performance, then this easement shall be deemed to have terminated sixty (60) days from the date of such written notice if performance is not made.

c. Expurgation of Easement From Public Record: The parties agree that Weyerhaeuser may record an affidavit setting forth the facts giving rise to the termination of this easement and that such recordation shall be sufficient for the expurgation of this easement from the public record.

7. Notices: Any notice required under the terms of this Agreement to be given by one party to the other shall be sufficient if in writing contained in a sealed envelope, deposited with the United States Postal Service as Certified Mail, with postage fully prepaid. If intended for Columbia, the envelope shall be addressed to Columbia at the following address:

P.O. Box 1780
Klamath Falls, Oregon 97601

Exhibit "C"

If intended for Weyerhaeuser, the envelope shall be addressed to Weyerhaeuser at the following address:

P.O. Box 9
Klamath Falls, Oregon 97601

Any notice given as provided in this paragraph shall be deemed conclusively to have been delivered to the addressee thereof 48 hours after the deposit thereof with the United States Postal Service as Certified Mail. Any address for notice may be changed by notice of such changed address.

8. Waiver: Any waiver by either party of any breach of any covenant herein contained to be kept and performed by the other party shall not be deemed nor considered as a continuing waiver, and shall not operate to bar or prevent the party in whose favor the covenant runs from declaring any succeeding breach, either of the same covenant or otherwise.

9. Prevailing Party Attorney Fees: In the event any suit or action is instituted by either party against the other relating to any provision of this Agreement, the prevailing party, at trial or on appeal, shall be entitled to such reasonable attorney fees as shall be fixed by the court having jurisdiction of the case, in addition to statutory costs and disbursements.

10. No Oral Modification Binding: This Agreement contains the full understanding of the parties with respect to the subject hereof and no modification hereof shall be given effect unless the same be in writing subscribed by the parties hereto or their successors in interest.

11. Binding Effect: This Agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective successors, heirs, executors, administrators and assigns.

12. Construction of Agreement: In construing this Agreement, the following shall control:

a. Prepared by Both Parties: This Agreement shall be construed as though prepared by both parties and shall be governed by the laws of the State of Oregon.

b. Singular, Plural and Gender: All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

c. Paragraph Headings for Convenience Only: Paragraph headings are for convenience only and shall not be used in construing the covenants, terms and provisions of this Agreement.

WITNESSETH the hands of the parties hereto as of the date first above set forth,

Exhibit "C"

the corporate party pursuant to a resolution of its board of directors.

25577

WEYERHAEUSER COMPANY,
a corporation

By: B. Z. Agrons
Vice President, Eastern Oregon Region

By: _____
Assistant Secretary

COLUMBIA PLYWOOD CORPORATION,
a corporation

By: Aaron E. Arts

By: _____

STATE OF OREGON)
County of KLAMATH) * Eastern Oregon Region

Personally appeared before me B. Z. Agrons and David A. Peterson who, being duly sworn, each for himself and not one for the other, did say that the former is the Vice President, * and that the latter is the Asst. Secretary of WEYERHAEUSER COMPANY, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

DATED this 10th day of September, 1979.

(SEAL)

Judy L. Bangsbo
NOTARY PUBLIC FOR Klamath County, Oregon
My Commission Expires: April 9, 1982

STATE OF OREGON)
County of Klamath)

Personally appeared before me Aaron E Arts and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ and that the latter is the _____ of COLUMBIA PLYWOOD CORPORATION, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

DATED this 30 day of Oct, 1979.

(SEAL)

Lisa A. Irvine
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-20-83

Exhibit "C"

EXHIBIT "A" TO EASEMENT AGREEMENT

25578

A strip of land to be used for road right-of-way purposes that lays 20 feet perpendicular to and on each side of a centerline described as follows:

Beginning at a point on the westerly right-of-way of U.S. Highway 97, which is 1373.13 feet S75°01'26"E of the center north 1/16th corner of Section 18, Township 39 South, Range 9 East, W.M., thence S14°36'21"W 279.38 feet, thence S8°56'41"W 480.04 feet, thence S54°06'16"W 207.94 feet, thence S83°35'36"W 374.70 feet to a point of intersection of a right-of-way from the south, thence N50°47'29"W 395.47 feet, thence N67°01'32"W 124.99 feet, thence N42°48'14"W 339.64 feet, thence N78°39'57"W 133.86 feet, thence N42°04'12"W 325.97 feet, thence N37°28'48"W 180.59 feet, thence N34°24'59"W 306.59 feet, thence N30°26'37"W 58.73 feet to a point which is N90°00'00"W 674.28 feet from the aforementioned 1/16th corner. Also beginning at the aforementioned point of intersection thence S62°37'25"E 59.69 feet, thence S86°30'17"E 442.70 feet, thence S84°41'37"E 260.06 feet, thence S75°56'58"E 178.20 feet, thence N30°23'13"E 84.12 feet to a point on the westerly right-of-way of U.S. Highway 97, containing 3.83 acres, more or less.

Columbia Plywood
P.O. Box 1780
K. Falls

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~at request of~~ _____

this 30th day of October A.D. 19 79 at 2:06 o'clock P M., and duly recorded in Vol. M79, of Deeds on Page 25575

Fee $17.50

Wm D. MILNE, County Clerk

By Lenethea Fetsch