

2038

EASEMENT

Vol. 1781 Page 12624

THIS EASEMENT, granted the 26th day of June, 1981 by the STATE OF OREGON, acting by and through its Board of Forestry, herein called "State," to WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," WITNESSETH:

I

A. State hereby grants and conveys to Weyerhaeuser, its successors and assigns, a perpetual nonexclusive easement upon, over and along a right-of-way sixty (60) feet in width over and across Government Lot 3 of Section 5, Township 34 South, Range 14 East, W.M. in Klamath County, 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.

II

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. This easement is conveyed for the purposes of reconstruction, use and maintenance of a road for the purpose of providing access to and from lands now owned or hereafter acquired by Weyerhaeuser.

2. State for itself, its successors and assigns, reserves 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 and to use the road on said rights-of-way in a manner that will not unreasonably interfere with the rights granted Weyerhaeuser hereunder.

3. Weyerhaeuser may permit its contractors, licensees, purchasers of timber and other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses said road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter

provided. During periods when a road or a portion thereof is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use commenced. During periods when more than one party is using said road, or a portion thereof, each party's share of maintenance and resurfacing shall be pro rata in proportion to its use thereof.

For the purposes 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.

5. 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 hereto shall meet to agree on 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.

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

7. State reserves to itself all timber now on or hereafter growing within said rights-of-way.

8. Weyerhaeuser shall require each of its Permittees, before using said road to:

(a) Obtain and during the term of such use maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights-of-way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(1) For log haulers, road builders and miscellaneous users operating heavy trucks (over one (1) ton) Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage for any one occurrence;

(2) For miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) Deliver to State a certificate from the insurer of Permittee certifying that coverage in not less than the above-named amounts is in force and that in the event of cancellation or modification of such coverage, the insurer will give State ten (10) days' written notice prior to any cancellation or modification.

9. If for a period of ten (10) years Weyerhaeuser shall cease to use, or preserve for prospective future use, said road or any portion thereof, State shall, upon written request, be furnished with a release, in recordable form, evidencing termination of Weyerhaeuser's rights to utilize such abandoned road.

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



WEYERHAEUSER COMPANY

By *Robert M. Rogers*  
Land & Timber Resources Manager, Acting  
Attest *Robert M. Rogers*  
Assistant Secretary

STATE OF OREGON, acting  
by and through its  
Board of Forestry

By *H. Dick Smith*  
Title: State Forester

STATE OF OREGON

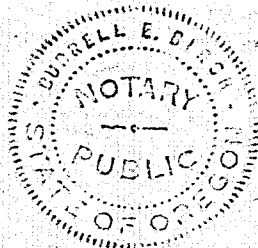
COUNTY OF Oregon

} ss.

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On this 26th day of June, 1981, before me appeared  
H. Mike Miller, to me personally  
known, who, being duly sworn, did say that he, the said  
H. Mike Miller, is the State Forester, and that  
the within instrument was signed for and by authority of said board, and  
said H. Mike Miller acknowledged said  
instrument to be the free act and deed of said board, acting for and in  
behalf of the State of Oregon.

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



Durrell E. Bird  
Notary Public for Oregon

My Commission expires: June 1, 1982

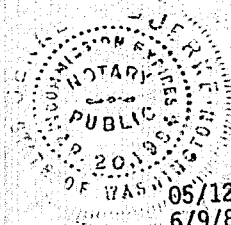
STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this 15th day of June, 1981, before me personally  
appeared D. W. Wilbur and  
Robert N. Mogensen, to me known to  
be the Land & Timber Resources Manager, Acting 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 and affixed my  
official seal the day and year first above written.

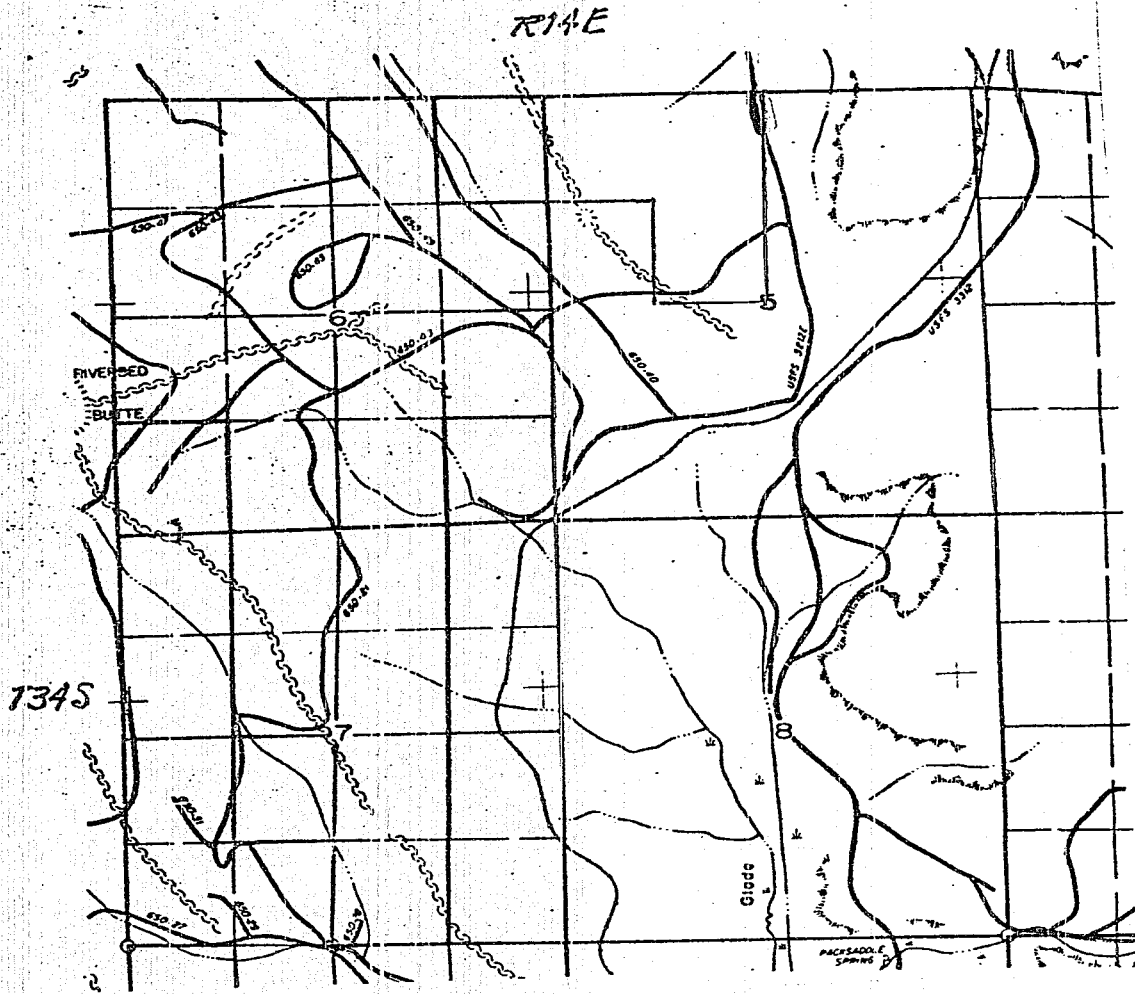


05/1209/12/s1  
6/9/81

Gerald W. Reynolds  
Notary Public in and for the State of  
Washington, residing at Federal Way.

My Commission expires: March 20, 1984

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Weyerhaeuser Company

this 14th day of July A.D. 1981 at 2:29 o'clock PM., and

duly recorded in Vol. MS1, of Deeds on Page 12624

By Evelyn Diem, County Clerk  
Bernetha Letoch

Fee \$17.50

Return

Weyerhaeuser Co.

P.O. Box 9

St. Falls, Or

Attn: John Monfau

EXHIBIT A