

EASEMENT EXCHANGE

THIS AGREEMENT, made and entered into this 1st day of February, 1982, by and between WEYERHAEUSER COMPANY, a Washington corporation, and LAND USE INVESTMENTS - KLAMATH, a California Limited Partnership.

WITNESSETH:

I.

A. Weyerhaeuser Company hereby grants to Land Use Investments - Klamath, its successors and assigns, a perpetual, non-exclusive easement upon, over and along rights-of-way thirty (30) feet in width over and across the following described lands in Klamath County, Oregon:

	<u>Section</u>	<u>Twp.</u>	<u>Rge., W.M.</u>
S $\frac{1}{2}$ NW $\frac{1}{4}$	17	28S	8E
S $\frac{1}{2}$ NE $\frac{1}{4}$	18	28S	8E

being fifteen (15) 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.

B. Land Use Investments - Klamath hereby grants to Weyerhaeuser Company, its successors and assigns, a perpetual, non-exclusive easement upon, over and along rights-of-way thirty (30) feet in width over and across the following described lands in Klamath County, Oregon:

	<u>Section</u>	<u>Twp.</u>	<u>Rge., W.M.</u>
NE $\frac{1}{4}$ SW $\frac{1}{4}$: W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	18	28S	8E

being fifteen (15) feet on each side of the centerline of the road located approximately as shown in green on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

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

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1. This easement is conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads, for the purpose of providing access to and from lands and/or timber now owned or hereafter acquired by the parties hereto.

2. Each party reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights-of-way on lands owned by it 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 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 party hereunder.

4. 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 the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, each party's share of the cost of maintenance shall be pro rata in proportion to its use thereof.

For 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 a 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 a road occur which is not caused by an authorized user of said road, the parties

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hereto shall meet to agree upon the cost of repair or replacement, the party to undertake the repair or replacement, and the shares of repair or 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 in advance of such improvements being made, such improvements shall be solely for the account of the improver.

7. Each party reserves to itself all timber now on or hereafter growing within the rights-of-way on its said lands.

8. Each party may permit its contractors, licensees, purchasers of timber or 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.

9. Each party shall require that each of its Permittees, before using any of said roads on the lands of the other party hereto 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 Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(1) For log haulers and other 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 fern cutters, bough cutters, shake cutters or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, 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.

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(b) Deliver to each party a certificate from the insurer of said 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 each party ten (10) days' written notice prior to any cancellation or modification.

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

LEO DE MONTE hereby subordinates his interest in and to said lands noted hereinabove in Section I.B. to those granted to Weyerhaeuser Company herein.

Leo De Monte
Leo De Monte

WEYERHAEUSER COMPANY

By *[Signature]*
Forest Land Use Manager

Attest *[Signature]*
Assistant Secretary

GEORGE S. WHITEMAN & ASSOCIATES hereby subordinates its interest in and to said lands noted hereinabove in Section I.B. to those granted to Weyerhaeuser Company herein.

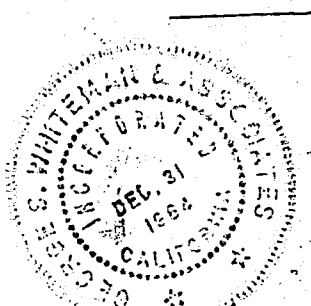
[Signature]
President

Madelaine Whiteman
Secretary

LAND USE INVESTMENTS - KLAMATH
By George S. Whiteman & Associates

By *[Signature]* President

By *Madelaine Whiteman* Secretary



05/0205/2/s2
1/29/82

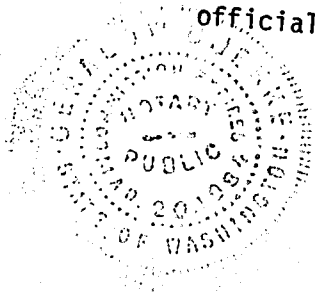
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STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 1st day of February, 1982, before me personally
appeared D. W. Wilbur and
Robert N. Mogensen, to me known to be the
Forest Land Use 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.

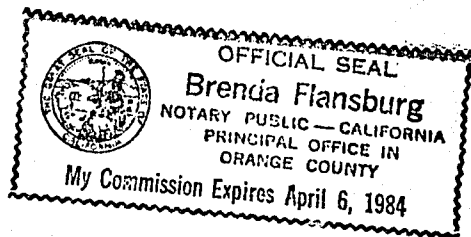
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year first above written.



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

STATE OF California }
COUNTY OF Orange } ss.

The foregoing instrument was acknowledged before me this 12th day of
December, 1982, by George S. Whiteman
President, and Madelaine A. Whiteman, Secretary, of
George S. Whiteman & Associates, a California corporation, on behalf of
LAND USE INVESTMENTS - KLAMATH, a partnership.

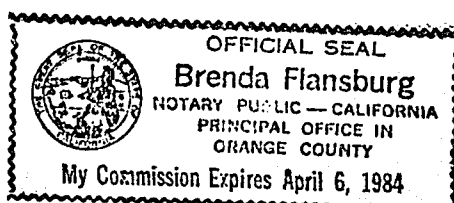


Brenda Flansburg
Notary Public in and for the State of
Calif., residing at Orange County
My commission expires 04-06-84.

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STATE OF California)
COUNTY OF Orange) ss.

The foregoing instrument was acknowledged before me this 12th day of December, 1983 by George S. Whiteman, President, and Madelaine A. Whiteman, Secretary, on behalf of GEORGE S. WHITEMAN & ASSOCIATES, a California corporation.

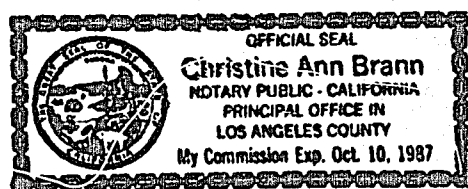


Brenda Flansburg
Notary Public in and for the State of Calif., residing at Orange County.
My commission expires 04-06-83.

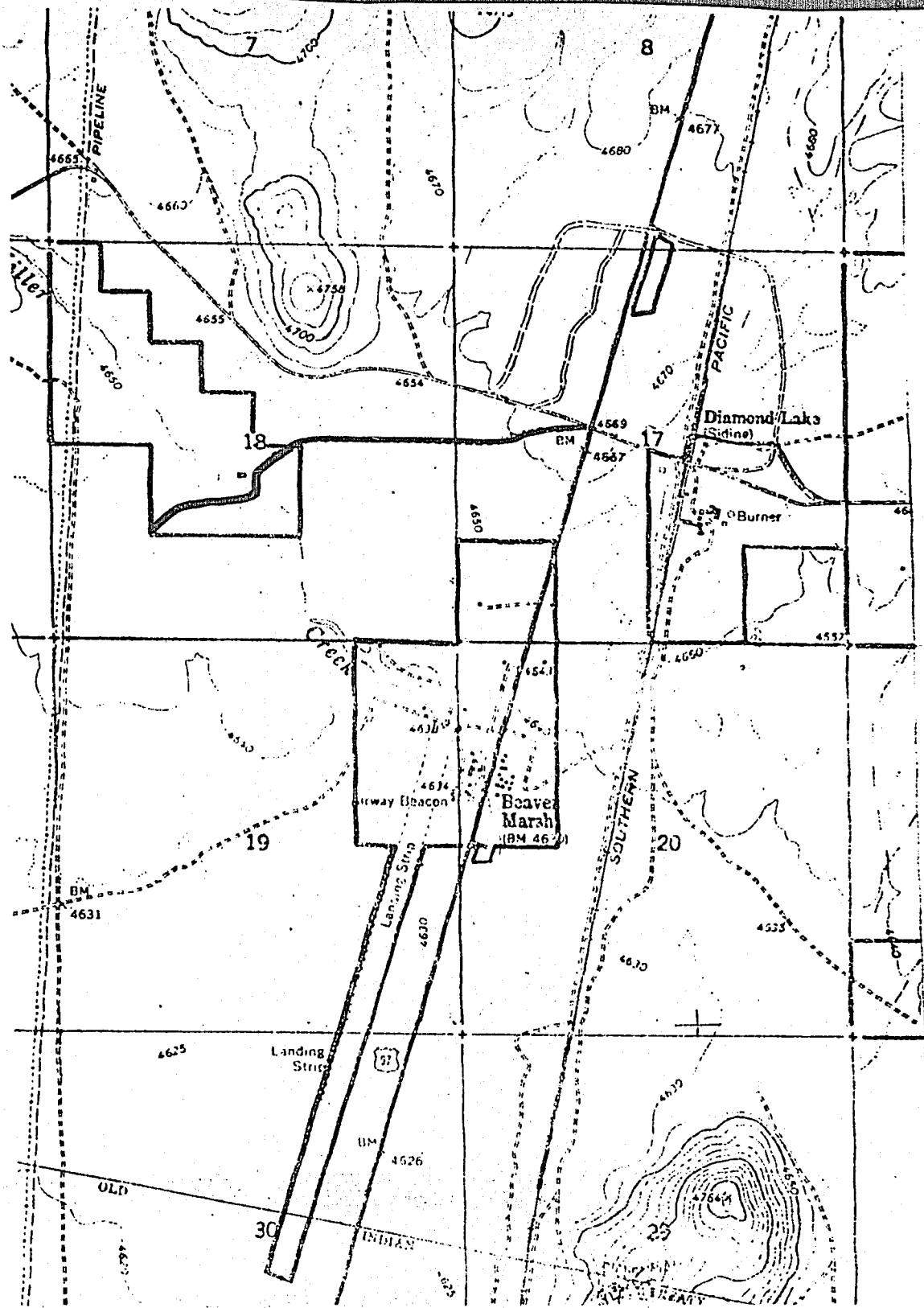
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 14th day of DECEMBER, 1983, before me personally appeared LEO DE MONTE, ~~as he known~~ ^(PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) to be the individual described in, and who executed the above and foregoing instrument and acknowledged that he signed the same as his 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.



Christine Ann Brann
Notary Public in and for the State of CALIFORNIA residing at LOS ANGELES COUNTY
My commission expires 10-10-87.



Twp. 28 S. - Rge. 8 E.

EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH:ss
 I hereby certify that the within instrument was received and filed for
 record on the 22nd day of December A.D., 1983 at 4:02 o'clock P. M.
 and duly recorded in Vol. M83, of Deeds on page 21966.

EVELYN BIEHN, COUNTY CLERK

by Bernetha J. Selch Deputy

Fee \$ 24.00

*Ret: Durant Real Estate
 2340 20 - 6th
 City*