

AMENDMENT TO EASEMENT EXCHANGE

WHEREAS, OREGON, CALIFORNIA AND EASTERN RAILWAY COMPANY, an Oregon corporation, hereinafter called "OC&E," LOWELL N. JONES COMPANY, an Oregon corporation, hereinafter called "LNJ Co.," and LOWELL N. JONES and HARMONY JONES, husband and wife, hereinafter called "JONES," entered into an Easement Exchange dated November 8, 1984, hereinafter called "Original Agreement."

WHEREAS, the parties desire to make certain additional provisions and modify existing provisions in said Original Agreement.

NOW THEREFORE, OC&E, LNJ Co. and JONES hereby agree that said Original Agreement is hereby amended as follows:

1. Provision II.3. Maintenance is amended to read:

"3. Maintenance - 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.

It is agreed that the parties will prepare and execute a detailed maintenance agreement for the accomplishment of equitable sharing of maintenance costs at the time of or prior to commencement of road construction.

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 possibly in their present condition or as hereafter improved."

2. Provision II.11. Termination is amended to read:

"11. Termination - Unless extended by written agreement of the parties hereto, the rights hereinabove granted shall terminate if

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the road herein contemplated is not built within five (5) years of the date hereof; provided, however, such termination shall not apply to any road segment(s) which have been constructed. Provided further, that if any segment of said road has been constructed, such termination shall not apply to the rights granted to OC&E pursuant to granting clauses I.F. and I.G. of said Original Agreement.

In the event of termination as hereinabove provided, upon written request by any party hereto, the other parties shall execute a recordable release of easement for all unused portions of the right-of-way across the requesting party's lands."

3. The following Provision II.12. Protection of Geothermal Test Well is added:

"12. Protection of Geothermal Test Well - LNJ Co. and OC&E agree to protect LNJ Co.'s existing geothermal test well located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15-39S-10E, W.M. during road construction and maintenance activities, provided, however, should any additional or extraordinary operational costs be incurred through said protection measures, such costs shall be borne solely by LNJ Co."

4. The following Provision II.13. Geothermal Energy Easements is added:

"13. Geothermal Energy Easements - The parties hereto agree that the transfer of geothermal energy via hot water conduits may be necessary with the industrial development and use of the adjacent lands now owned by each of the parties hereto. At such time as such development is activated, geothermal energy easements will be drafted with appropriate provisions that will protect the respective parties' interests and investments."

5. The following Provision II.14. Heirs, Successors and Assigns is added:

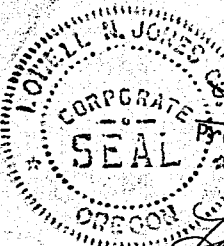
"14. Heirs, Successors and Assigns - The terms and conditions hereof shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto."

EXCEPT as hereinbefore provided all the terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 20th day of May, 1985.

LOWELL N. JONES COMPANY

OREGON, CALIFORNIA AND EASTERN RAILWAY COMPANY



Lowell N. Jones
President

J. P. Tessier
President

Harmony Jones
Secretary-Treasurer

D. A. Peterson
Assistant Secretary

Lowell N. Jones
Lowell N. Jones

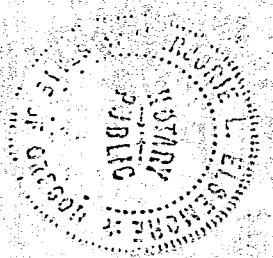
Harmony Jones
Harmony Jones

STATE OF OREGON }
COUNTY OF KLAMATH } ss.

On this 12th day of June, 1985, before me personally appeared J. P. Tessier and D. A. Peterson, to me known to be the President and Assistant Secretary, respectively, of

OREGON, CALIFORNIA AND EASTERN RAILWAY 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.



Margaret J. Elsemore
Notary Public in and for the State of Oregon, residing at Klamath Falls

My Commission Expires 2/28/88

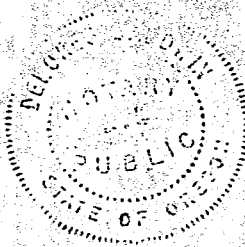
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STATE OF OREGON
COUNTY OF KLAMATH

} ss.

On this 20th day of May, 1985, before me personally appeared LOWELL N. JONES and HARMONY JONES, husband and wife, 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.



Delores Baldwin
Notary Public in and for the State of
Oregon residing at Klamath Falls, Oregon

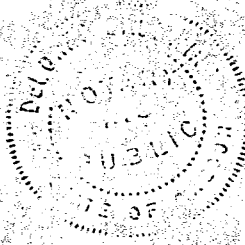
My Commission Expires May 13, 1989.

STATE OF OREGON
COUNTY OF KLAMATH

} ss.

On this 20th day of May, 1985, before me personally appeared LOWELL N. JONES and HARMONY HAWKINS JONES, to me known to be the President and Secretary-Treasurer, respectively, of LOWELL N. JONES COMPANY, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed, 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.



Delores Baldwin
Notary Public in and for the State of
Oregon residing at Klamath Falls, Oregon

My Commission Expires May 13, 1989.

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 18th day of June A.D., 19 85 at 2:40 o'clock P.M., and duly recorded in Vol. M85, of Deeds on page 9229.

Fee: \$ 17.00

EVELYN BIEHN, COUNTY CLERK

by: Ann Smith, Deputy

Please Return to: Weyerhaeuser Co.
Attn: John Monfore
P.O. Box 9
Klamath Falls, OR 97601