

60069

EASEMENT EXCHANGE

This Agreement, made and entered into this 4th day of March, 1986, by and between WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser", and MARIAM W. GERBER, herein called "Gerber", WITNESSETH:

I

A. Gerber grants and conveys to Weyerhaeuser a perpetual nonexclusive easement upon, over and along a right-of-way forty-five (45) feet in width over and across the following described lands in Klamath County, Oregon:

NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 20 - T38S-R15E, W. M.

NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 27 - T38S-R15E, W. M.

NE $\frac{1}{4}$ NE $\frac{1}{4}$: S $\frac{1}{2}$ NE $\frac{1}{4}$: SW $\frac{1}{4}$ SW $\frac{1}{4}$: N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 28 - T38S-R15E, W. M.

NW $\frac{1}{4}$ NE $\frac{1}{4}$: NW $\frac{1}{4}$ SE $\frac{1}{4}$: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 29 - T38S-R15E, W. M.

being twenty-two and one-half (22 $\frac{1}{2}$) feet on each side of the centerlines of the roads located approximately as shown in red on the attached "Exhibit A."

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

B. Weyerhaeuser grants and conveys to Gerber a perpetual nonexclusive easement upon, over and along a right-of-way forty-five (45) feet in width over and across the following described lands in Klamath County, Oregon:

S $\frac{1}{2}$ SW $\frac{1}{4}$: S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 20 - T38S-R15E, W. M.

S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 21 - T38S-R15E, W. M.

NW $\frac{1}{4}$ NE $\frac{1}{4}$: W $\frac{1}{2}$ NW $\frac{1}{4}$: SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 28 - T38S-R15E, W. M.

NE $\frac{1}{4}$ NE $\frac{1}{4}$: S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 29 - T38S-R15E, W. M.

SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 32 - T38S-R15E, W. M.

being twenty-two and one-half (22 $\frac{1}{2}$) 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.

II

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

1. The easements are conveyed for the purposes of construction, reconstruction, use and maintenance of a road for the purpose of providing ingress to and egress from lands now owned or hereafter acquired by the parties hereto.

2. Each party hereto reserves for itself 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 on 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 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. Each party hereto may permit its respective employees, contractors, licensees, purchasers of timber or other valuable materials, and their agents, hereinafter referred to as "Permittees", to exercise the rights granted to it herein.

5. 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 any 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 said road or any 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 any portion thereof, each party's share of the cost of maintenance shall be pro rata in proportion to its use thereof.

For the purpose of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facility as nearly as possible in their present condition or as hereafter improved.

6. 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 upon 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.

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7. Unless the parties hereto agree in writing to share the costs of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

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

9. It is understood and agreed by the parties hereto that:

(a) Neither party has made any representation as to the present or future condition of its property or the character of the traffic on any of its roads, and each road user in connection with the exercise of any rights hereunder, assumes all risk of damage to its property or injury to persons, which damage or injury arises out of or is related to the condition of the road owner's property or the character of the traffic on such road.

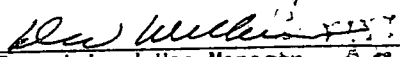
(b) When exercising rights hereunder, the road user shall be liable for all damage to the road owner's property or injury to persons resulting directly or indirectly from the negligent act or omission of the road user, its agents, contractors, and permittees exercising such rights.

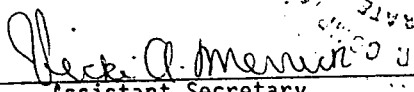
(c) Each party shall protect, indemnify and hold the other harmless against all claims or liability asserted by third persons, whether such claims or liability result directly or indirectly from the responsible party's acts or omissions hereunder, whether negligent or otherwise.

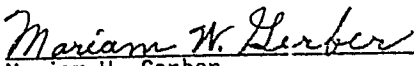
10. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of each of the parties hereto.

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

WEYERHAEUSER COMPANY


Forest Land Use Manager


Assistant Secretary

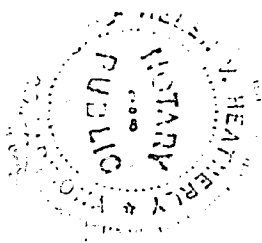

Mariam W. Gerber

STATE OF Arizona }
COUNTY OF yuma } ss.

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On this 25 day of February, 1986, before me personally appeared MARIAM W. GERBER, to me known to be the individual described in, and who executed the above and foregoing instrument and acknowledged that she signed the same as her 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.



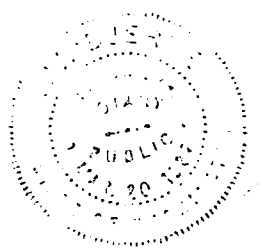
Helen V. Weatherly
Notary Public in and for the State of
~~Oregon~~ Arizona residing at yuma.
My commission expires _____.

MY COMMISSION EXPIRES MARCH 13, 1988.

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 4th day of March, 1986, before me personally appeared D. W. Wilbur and Vicki A. Merrick, 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.

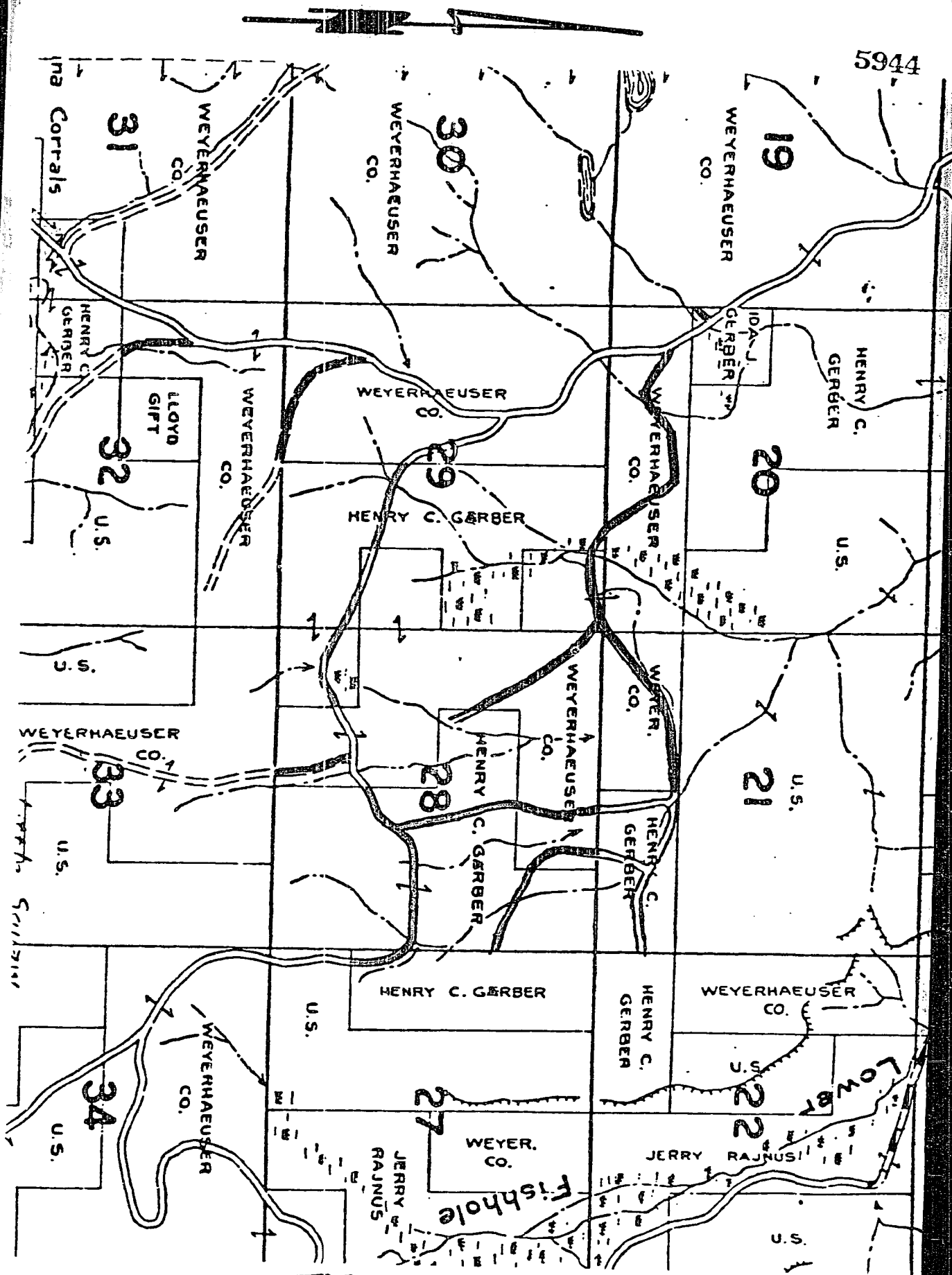
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



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

My commission expires March 20, 1988.

Please return to:
Weyerhaeuser Company
Attn: John D. Monfore
P. O. Box 9
Klamath Falls, OR 97601



T.38S. - R.15E., W.M.
KLAMATH COUNTY, OR

EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 10th day
of April A.D., 19 86 at 8:32 o'clock A M., and duly recorded in Vol. M86
of _____ Deeds on Page 5940

FEE \$21.00

Evelyn Biehn,
By _____

County Clerk

Pam Smith