

K-38541

EASEMENT EXCHANGE

THIS AGREEMENT, made and entered into this 17th day of APRIL, 1986, by and between WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," and WESLEY D. STONE, herein called "Stone," WITNESSETH:

I

A. Stone hereby grants and conveys to Weyerhaeuser a perpetual nonexclusive easement upon, over and along rights of way thirty (30) feet in width over and across portions of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 39 South, Range 8 East, W.M. in Klamath County, Oregon, being fifteen (15) feet on each side of the centerline of the road located approximately as shown in red on the attached "Exhibit A."

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

B. Weyerhaeuser hereby grants and conveys to Stone a perpetual nonexclusive easement upon, over and along a right of way thirty (30) feet in width over and across portions of the N $\frac{1}{2}$ SE $\frac{1}{4}$: SW $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 24, Township 39 South, Range 7 East, W.M. in Klamath County, Oregon, being fifteen (15) feet on each side of the centerline of the roads 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 shall be subject to the following terms and conditions:

1. These easements are conveyed for the purposes of construction, reconstruction, use and maintenance of roads for the purpose of hauling forest products or other valuable materials from lands now owned or hereafter acquired by the parties hereto, and to provide access to said lands for land management and administrative activities.

2. Each party reserves for itself, its respective heirs, successors and assigns, 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 roads on said right of way in a manner that will not unreasonably interfere with the rights granted the other 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, lessees, 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; provided, that when a party hereto or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the other thereof at least ten (10) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the other party thereof.

5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses said roads, 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 roads, or any portion thereof, are 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 roads, or any portion thereof, each party's share 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 facilities as nearly as possible in their present condition or as hereafter improved.

6. Each party using any portion of said roads 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 roads. Should inordinate damage to said roads occur which is not caused by an authorized user of said roads, 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 roads.

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

8. Each party reserves to itself all timber now on or hereafter growing within said 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 conditions 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

Wesley D. Stone
Wesley D. Stone

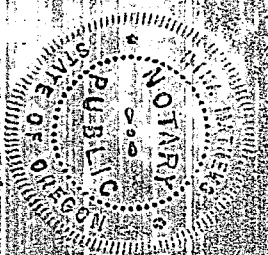
By Don Williams
Forest Land Use Manager

Attest Robert W. Jensen
Assistant Secretary

STATE OF OREGON
COUNTY OF Marathon) ss.

On this 17th day of April, 1986, before me personally appeared WESLEY D. STONE, to me known 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.

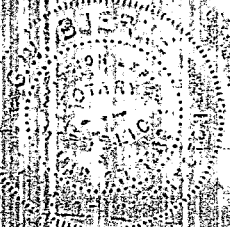


[Signature]
Notary Public in and for the State of Oregon, residing at Marathon Falls
My commission expires: 17 June 1986

STATE OF WASHINGTON
COUNTY OF KING) ss.

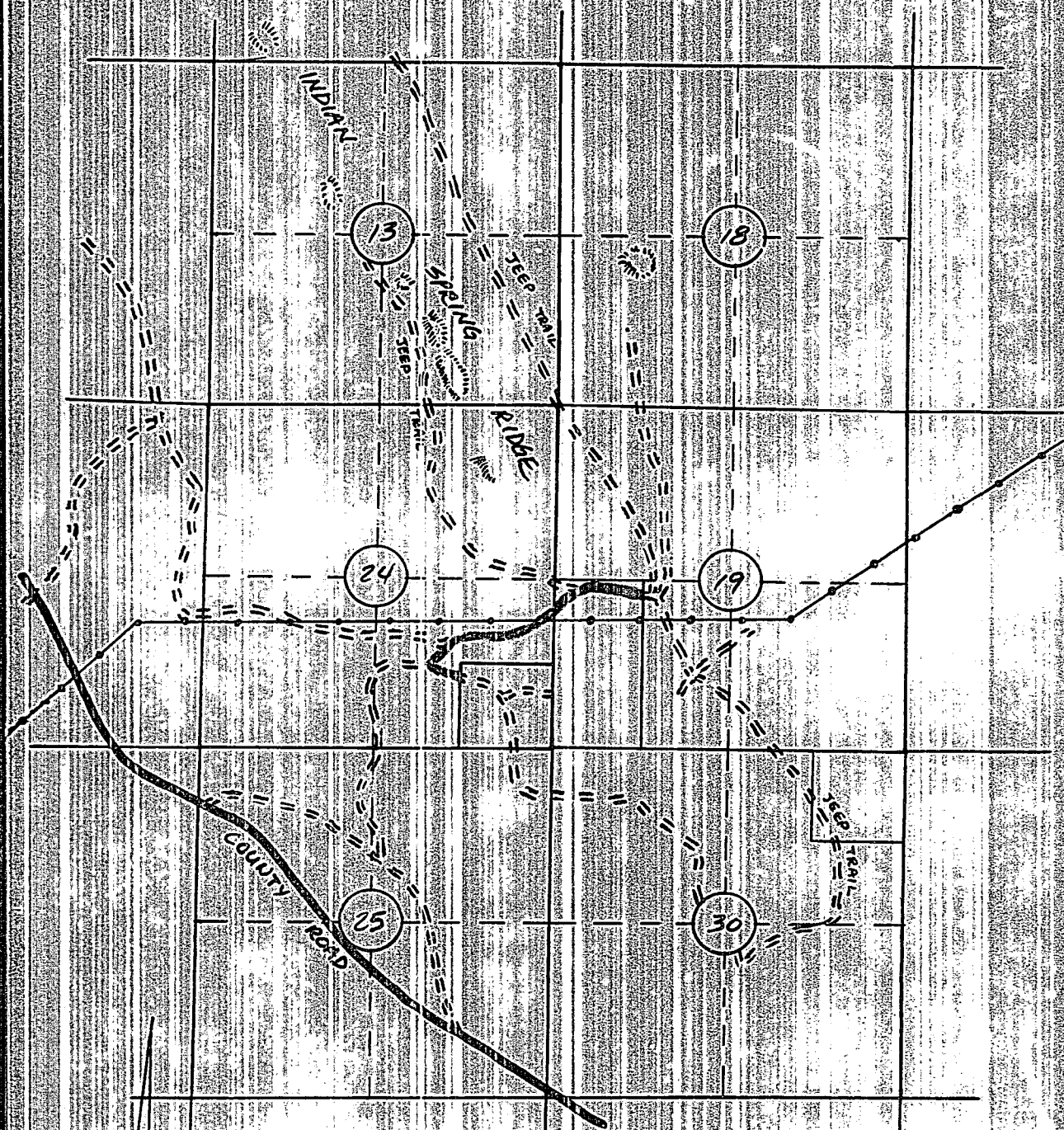
On this 29th day of April, 1986, before me personally appeared D. W. Wilbur and Robert N. Mogensen, to me known to be the Assistant Secretary and Forest Land Use Manager, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument 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.



[Signature]
Notary Public in and for the State of Washington, residing at Federal Way
My commission expires: March 20, 1988

Return to: Weyerhaeuser Company
Box C
Tacoma, Washington 98477



39S-7E | 39S-8E
KLAMATH COUNTY, OR

Stone to Weyerhaeuser
Weyerhaeuser to Stone

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ 1st _____ day
of _____ May _____ A.D. 19 _____ 85 at _____ 12:06 _____ o'clock _____ P. M. and duly recorded in Vol. _____ M86
of _____ Dec 15 _____ on Page _____ 7518

FEE \$21.00

Evelyn Biehn, County Clerk
By _____