

THIS EASEMENT is granted this 6th day of October, 1987, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to MARTHA JANE CASSIDY, PATRICIA J. SWITZLER, DALLAS HENRY GIVAN, JAMES JESS GIVAN, and ANN J. MONTGOMERY, herein jointly and severally called "Grantees," WITNESSETH;

I.

Weyerhaeuser, for and in consideration of Three Hundred Dollars (\$300.00), the receipt of which is hereby acknowledged, hereby grants to Grantees, their heirs and assigns, a perpetual nonexclusive easement upon, over and along the following described right of way located in Section 20, Township 35 South, Range 14 East, W.M., Klamath County, Oregon:

The East 33 feet of the South 33 feet of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the East 33 feet of the SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Said Easement is located as shown in red on the attached Exhibit A.

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

II.

It is mutually agreed by the parties hereto the rights hereinabove granted are subject to the following terms and conditions:

1. The rights herein granted are for the purposes of construction, reconstruction, use and maintenance of a road for the purpose of providing ingress to and egress from land now owned by Grantees described as the N $\frac{1}{2}$ NW $\frac{1}{4}$: SW $\frac{1}{4}$ NW $\frac{1}{4}$: N $\frac{1}{2}$ SW $\frac{1}{4}$: NW $\frac{1}{4}$ SE $\frac{1}{4}$: S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 21, Township 35 South, Range 14 East, W.M., Klamath County, Oregon.

2. Weyerhaeuser reserves for itself, its 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, and to use said road in any manner that will not unreasonably interfere with the rights granted Grantees hereunder.

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3. When either party is the sole user of said road, or any portion thereof, such party shall maintain that portion of said road so used at its sole expense. However, during periods of time when other parties are using the same portions of said road, maintenance shall be in proportion to each party's use.

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.

4. Weyerhaeuser has made no representation as to the present or future condition of its property, or the character of the traffic on its roads, and Grantees assume all risk of damage to property of and injury to Grantees in connection with the exercise of rights granted hereunder.

5. Grantees shall indemnify and hold harmless Weyerhaeuser against all claims or liabilities asserted by third persons resulting directly or indirectly from Grantees' acts or omissions hereunder whether negligent or otherwise.

6. Grantees shall be liable to Weyerhaeuser for, and hereby covenants to pay, for, all loss or damage to the property of Weyerhaeuser caused by or resulting from Grantees' exercise of rights hereunder.

7. Weyerhaeuser reserves for itself, its successors and assigns, all timber now on or hereafter growing within said right of way.

8. If for a period of two (2) years Grantees, their heirs or assigns, shall cease to use, or preserve for prospective future use, said road or any portion thereof, for the purposes herein granted, the easement traversed thereby shall terminate. In the event of such termination, Grantees, their heirs or assigns, shall furnish Weyerhaeuser, its successors or assigns, a statement in recordable form evidencing such termination.

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

19801

ACCEPTED:

WEYERHAEUSER COMPANY

Martina Cassidy
 MARTHA JANE CASSIDY

By: D. W. Wilbur
 Forest Land Use Manager

Patricia J. Switzler
 PATRICIA J. SWITZLER

Attest: Robert N. Mogensen
 Assistant Secretary

BY Ann J. Montgomery Power of Attorney
 DALLAS HENRY GIVAN

BY Ann J. Montgomery Power of Attorney
 JAMES JESS GIVAN

Ann J. Montgomery
 ANN J. MONTGOMERY

STATE OF WASHINGTON

COUNTY OF KING

On this 6th day of October, 1987, 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.

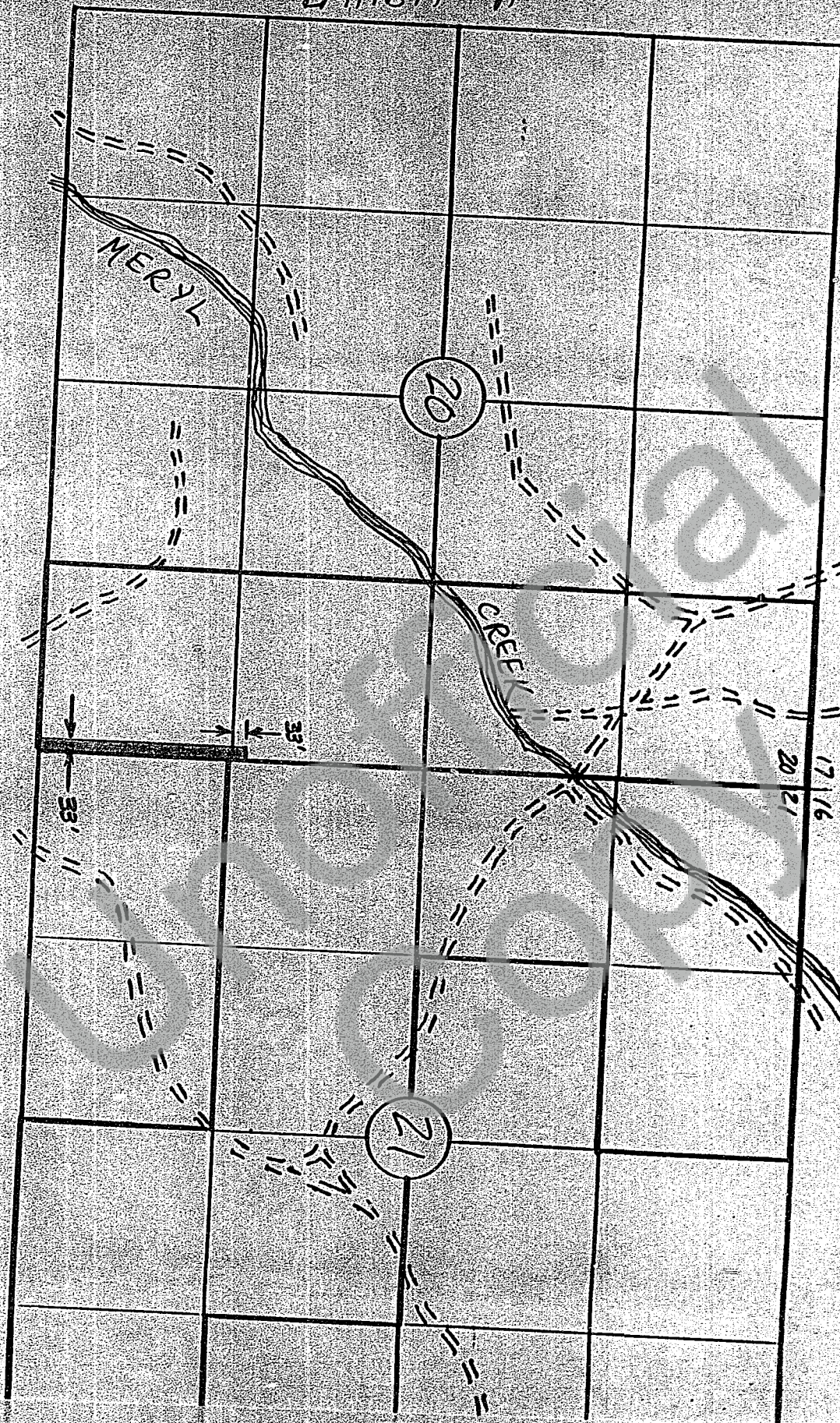
C. W. Break
 Notary Public in and for the State of Washington, residing at Seattle

My Appointment expires: March 20, 1988

After recording:
 Return to Aspar Title Co.
 600 main St.
 Elmer, Wash, Or 97601

EXHIBIT A

19802



W.P. 355-266 14 E, W.N.

KLAMATH COUNTY, OR

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of William Ganong, Jr. the 2nd day
of November A.D., 19 87 at 2:41 o'clock P. M., and duly recorded in Vol. M87
of Deeds on Page 19799

FEE \$20.00

Evelyn Biehn, County Clerk
By Pam Smith