

EASEMENT EXCHANGE

THIS AGREEMENT, made and entered into this 28th day of July, 1988, by and between WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," and RODNEY TODD and LYNAN L. TODD, herein called "Todd," WITNESSETH:

I.

A. Todd hereby grants and conveys to Weyerhaeuser a perpetual easement upon, over and along rights of way sixty (60) feet in width over and across the following described lands in Klamath County, Oregon:

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

Section 26 - T38S-R15E, W.M.
Section 27 - T38S-R15E, W.M.

being thirty (30) 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 hereby grants and conveys to Todd a perpetual nonexclusive easement upon, over and along rights of way sixty (60) feet in width over and across the following described lands in Klamath County, Oregon:

W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 27 - T38S-R15E, W.M.

being thirty (30) 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

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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. Weyerhaeuser may grant to third parties, upon such terms as it chooses, any or all of the rights granted to it or 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 or reserved by Todd 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 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 the 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 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.

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, and all 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

By: *Al W. Allen*
Forest Land Use Manager

Attest *Kathy E. Bernstein*
Assistant Secretary

Rodney Todd
RODNEY TODD
Lynan E. Todd
LYNAN E. TODD

NOTARY PUBLIC
STATE OF OREGON

KKC F
Keith R. Knopf and Florice Knopf
hereby subordinate their lien
interest by virtue of that
certain Real Estate Contract,
recorded in Vol. M78, Page 1820,
Microfilm Records of Klamath
County, Oregon, to the easement
rights hereinabove granted to
Weyerhaeuser Company

Keith R. Knopf
Keith R. Knopf
KKC F

Florice Knopf
Florice Knopf
KKC F

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 28th day of July, 1988, before me
personally appeared D. W. Wilbur and
Kathy E. Bernstein, 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. Blum
Notary Public in and for the State of
Washington.
My Appointment expires: March 20, 1992

STATE OF Oregon)
COUNTY OF Clatsop) ss.

On this 20th day of June, ¹⁹⁸⁹~~1988~~, before me personally appeared RODNEY TODD, 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.

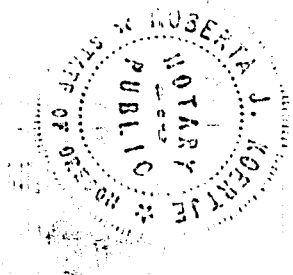
Robert J. Koertge
Notary Public in and for the State of
Oregon
My Appointment expires: 10-3-89

STATE OF Oregon)
COUNTY OF Clatsop) ss.

On this 20th day of June, ¹⁹⁸⁹~~1988~~, before me personally appeared LYNAN L. TODD, 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.

Robert J. Koertge
Notary Public in and for the State of
Oregon
My Appointment expires: 10-3-89

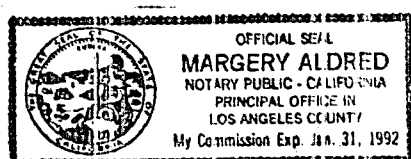


11309

STATE OF California)
 COUNTY OF Los Angeles) ss.

On this 10th day of January, 1989, before me personally appeared KEITH R. KNOPF and FLORICE KNOPF^{KK} 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.



Margery Aldred
 Notary Public in and for the State of
California
 My Appointment expires: Jan 31, 1992

EXHIBIT A, PAGE 1 OF 2

R/W in NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 26
& W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 27
T.38S., R.15E., W.M.

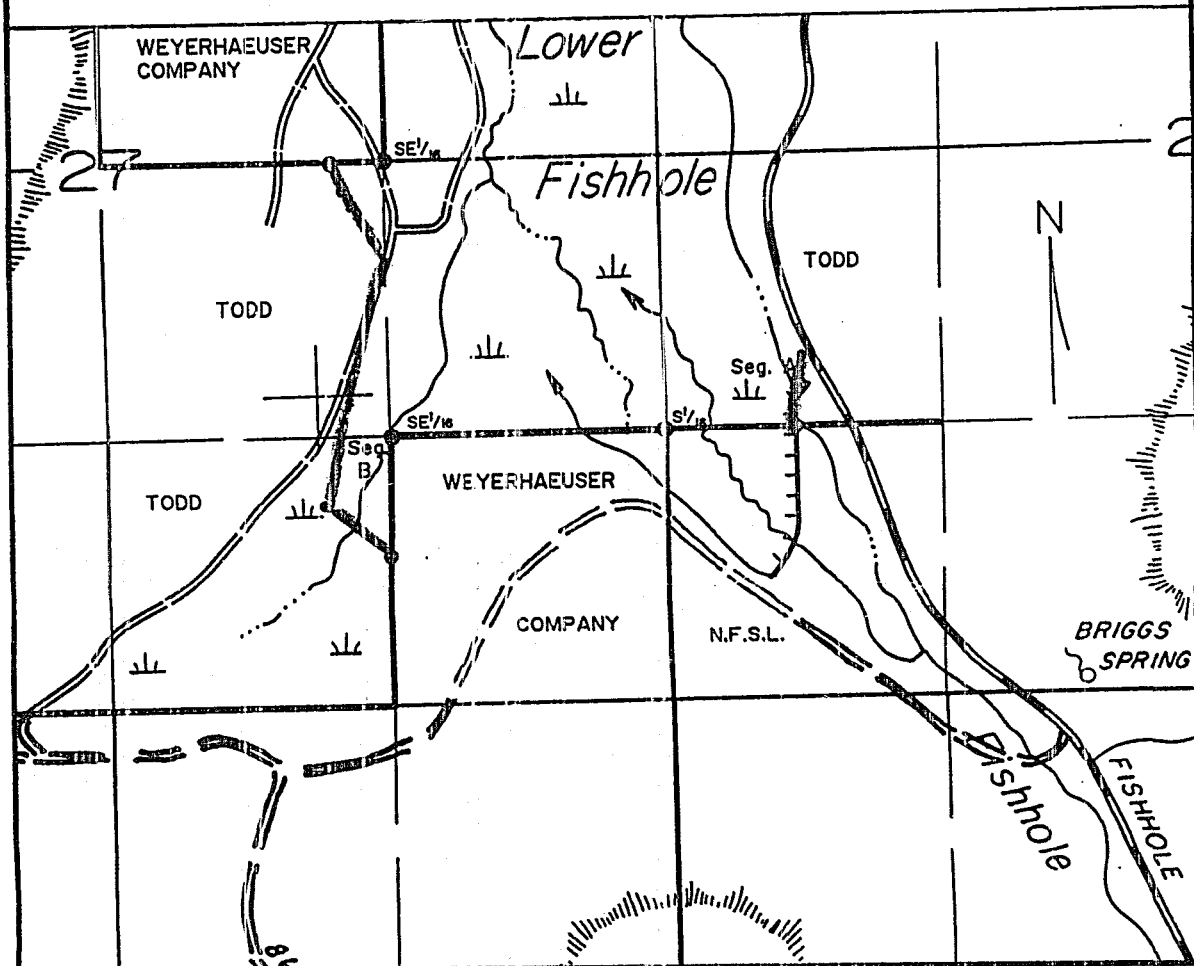
Seg. A NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 26

Beginning at a point N64°39'21"E, 731.43' from the S $\frac{1}{16}$ corner between Secs. 26 & 27, then S05°00'07"W, 128.30', then S02°03'27"W, 183.89' to a point N89°51'55"E, 643.24' from the S $\frac{1}{16}$ corner between Secs. 26 & 27.
Said point being on the property line between Todd & N.F.S.L.

Seg. B W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 27

Beginning at a point S00°03'43"E, 526.68' from the SE $\frac{1}{16}$ Cor. Sec. 27. Said point being on the property line between Todd & Weyerhaeuser Co. Then N51°59'07"W, 404.46', then N15°34'13"E, 910.16', then N18°00'15"E, 250.68', then N16°40'57"W, 246.34', then N27°54'27"W, 191.47', then N22°56'20"W, 85.10' to a point S89°57'06"W, 191.41' from the SE $\frac{1}{16}$ Cor. Sec. 27. Said point being on the property line between Todd & Weyerhaeuser Co.

SCALE: 1"=600'
JUNE, 1988



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

11311

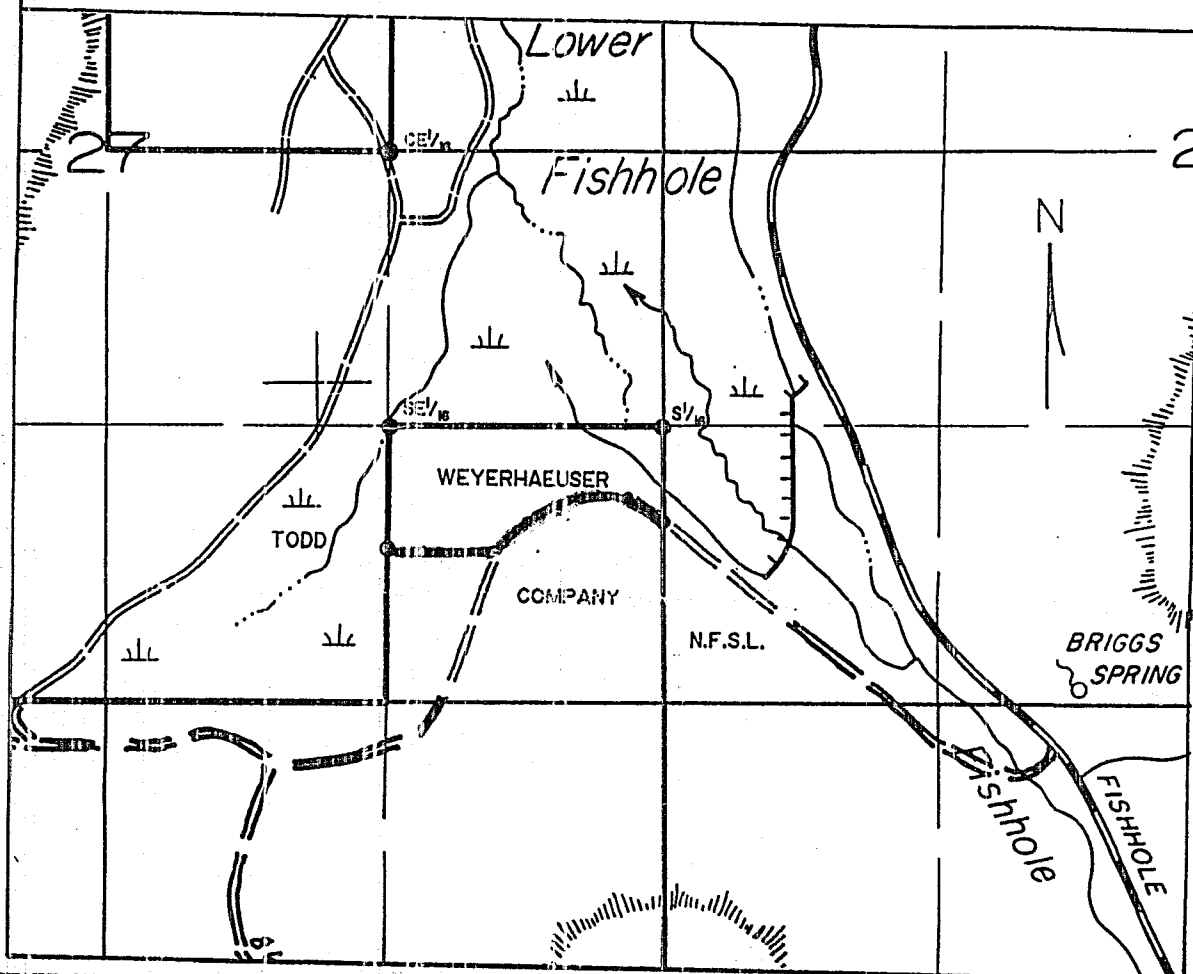
EXHIBIT A, PAGE 2 OF 2

R/W in
SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 27,
T.38S., R.15E., W.M.

Beginning at a point S00°04'30"E, 464.12' of S $\frac{1}{16}$ Cor. Sec. 27. Said point being on the property line between U.S.F.S & Weyerhaeuser Company, then N51°28'20"W, 247.00', then S87°30'41"W, 270.24', then S64°25'51"W, 235.03', then S46°10'37"W, 193.34', then N87°24'15", 344.23', then N85°32'57"W, 170.34' to a point S00°03'43"E, 526.68' from the SE $\frac{1}{16}$ Cor. Sec. 27. Said point being on the property line between Todd & Weyerhaeuser Company.

SCALE: 1"=600'

JUNE, 1938



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Weyerhaeuser the 23rd day
of June A.D., 19 19 at 4:35 o'clock P.M., and duly recorded in Vol. M89
of Deeds on Page 11304

FEE \$43.00

Evelyn Biehn County Clerk
By Quinn McCallister