

THIS EASEMENT is granted this 25th day of January, 1990, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to ERNEST SMITH and JUDITH SMITH, husband and wife, herein called "Smiths," WITNESSETH;

I.

Weyerhaeuser, for and in consideration of the faithful observance of and strict compliance with the terms and conditions hereof, hereby grants to Smiths, their heirs and assigns, a perpetual, nonexclusive easement upon, over and along a right of way fifty (50) feet in width over and across a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 39 South, Range 7 East, W.M., Klamath County, Oregon, being twenty-five (25) feet on each side of the centerline of a road located approximately 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 reconstruction, use and maintenance of the existing road for the purpose of providing ingress to and egress from lands now owned by Smiths in Sections 32 and 33, Township 39 South, Range 7 East, W.M.

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 Smiths hereunder.

3. Weyerhaeuser 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 Smiths hereunder.

4. 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.

5. 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 Smiths assume all risk of damage to property of and injury to Smiths in connection with the exercise of rights granted hereunder.

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

7. Smiths 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 Smiths' exercise of rights hereunder.

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

9. If for a period of five (5) years Smiths, 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, Smiths, 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.

ACCEPTED:

Ernest Smith
ERNEST SMITH
Judith Smith
JUDITH SMITH

WEYERHAEUSER COMPANY

By: Don Weeber
Forest Land Use Manager

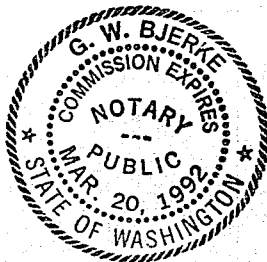
Attest: Robert M. Jensen
Assistant Secretary

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

2055

On this 26th day of January, 1990, 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.

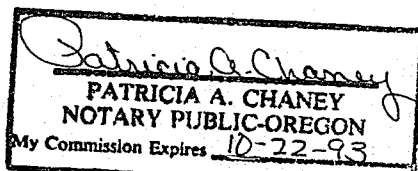


G. W. Bjerke
 Notary Public in and for the State of
 Washington.
 My Appointment expires: March 20, 1992

STATE OF OREGON)
) ss.
 COUNTY OF Klamath)

On this 29 day of January, 1990, before me personally appeared **ERNEST SMITH** and **JUDITH SMITH**, 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.



Patricia A. Chaney
 Notary Public in and for the State of
Oregon
 My Appointment expires: 10-22-93

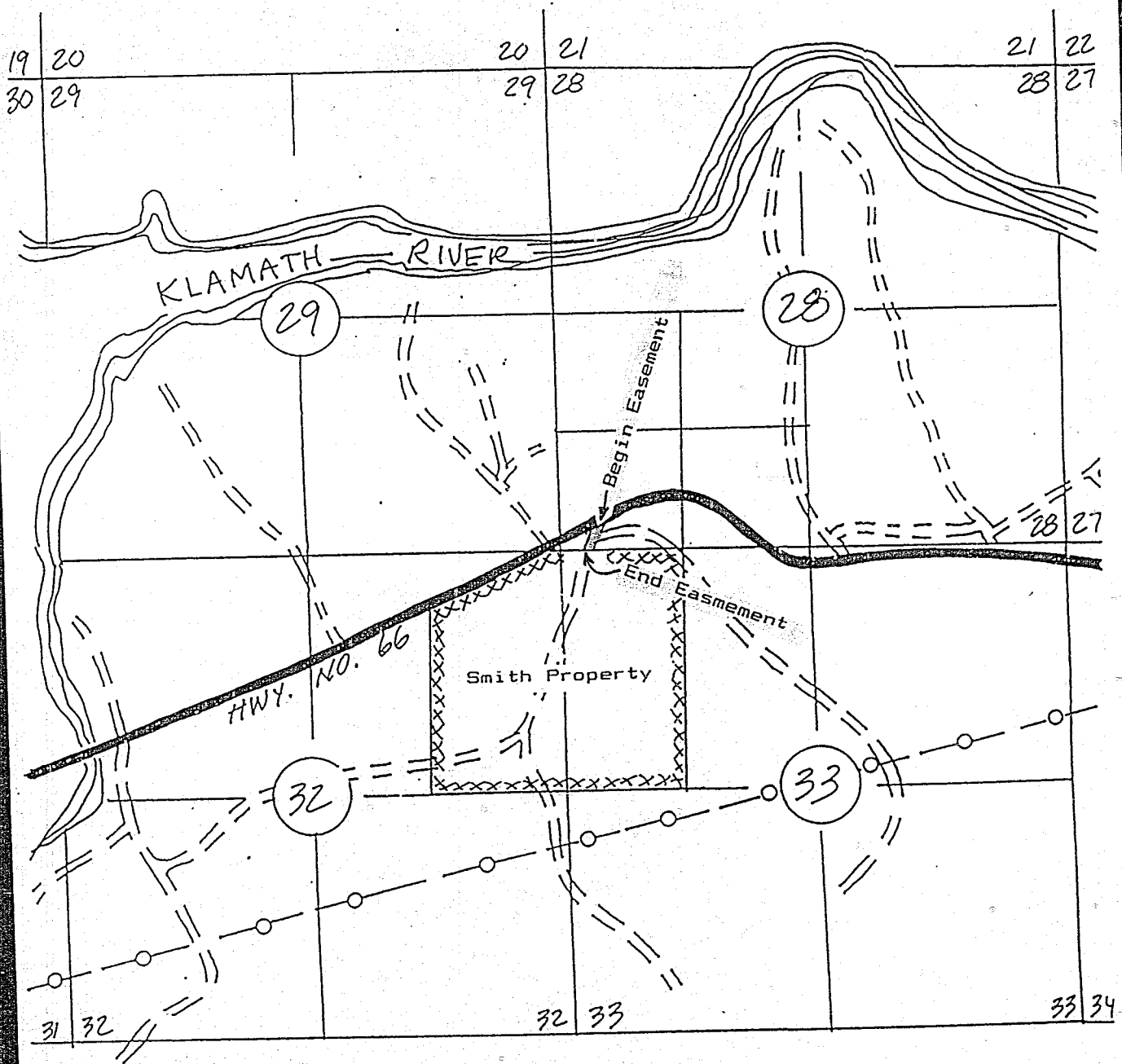
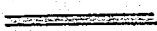
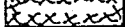


EXHIBIT A

Easement to Ernest & Judith Smith
 SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 39 South, Range 7 East, W.M.
 Klamath County, Oregon

Easement 

Smith Property 

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Judith Smith the 30th day
 of Jan. A.D., 19 90 at 11:03 o'clock A M., and duly recorded in Vol. M90
 of Deeds on Page 2053

FEE \$43.00
 cc (2) 5.00

Evelyn Biehn, County Clerk

By Pauline Mullender