

EASEMENT

THIS EASEMENT is granted this 3rd day of April, 1992, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to WAYNE SKILES, SHERRY U. SKILES, and DAVID W. PETTY, herein called "Grantees," WITNESSETH:

## I.

Weyerhaeuser, for and in consideration of EIGHT HUNDRED DOLLARS (\$800.00), receipt of which is hereby acknowledged, hereby grants to Grantees a perpetual, nonexclusive easement upon, over and along a right of way thirty-three (33) feet in width over and across portions of the following described lands in Klamath County, Oregon:

DescriptionSec-Twp-Rge. W.M.

Gov't Lot 6, Gov't Lot 7

1 35S 12E

being sixteen and one-half (16½) feet on each side of the center line of a road located approximately as shown on the attached Exhibit A.

## II.

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

1. For the purposes of this Easement, the words and terms "center line," "portion," "right of way," "road," "road facility," "road segment," "road structure," and "roadway" shall refer to the plural as well as the singular.

2. The rights herein granted are for the purposes of reconstruction, use and maintenance of a road, herein referred to as "road," for the purpose of providing ingress to and egress from lands now owned by Grantees in Section 1, Township 35 South, Range 12 East, W.M., Klamath County, Oregon. Use of the road shall be limited to use for forest land management activities only, including, but not limited to, the hauling of timber and other valuable forest products.

3. Weyerhaeuser reserves 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.

4. 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 Grantees hereunder.

5. 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 portion of said road, maintenance shall be in proportion to each party's use.

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

7. 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.

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

9. Weyerhaeuser reserves all timber now on or hereafter growing within said right of way.

10. Grantees recognize that Weyerhaeuser's lands in the area are managed for commercial forestry including logging, slash burning, other fire control, silvicultural site preparation, forest roads, aerial and ground application of forest chemicals, and other silvicultural practices which often create noise, dust, visual impacts and other alterations of the forest environment. In conducting such operations Weyerhaeuser will comply with all laws and regulations applying in commercial forest areas. No additional

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restrictions shall be imposed on Weyerhaeuser's forest management operations because of proximity to any uses of Grantees' lands dependent on or facilitated by this easement.

11. The rights and obligations herein shall inure to the benefit of and be binding upon the respective heirs, devisees, successors and assigns of the parties hereto.

12. This grant and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting this property.

13. If for a period of three (3) years Grantees 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 shall furnish Weyerhaeuser 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:

WEYERHAEUSER COMPANY

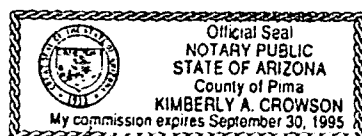
Wayne Skiles  
Wayne Skiles

By: [Signature]  
Forest Land Use Manager

Sherry U. Skiles  
Sherry U. Skiles

Attest: Pamela M. Redmon  
Assistant Secretary

David W. Petty  
David W. Petty



Kimberly A. Crowson

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STATE OF WASHINGTON)  
COUNTY OF KING ) ss.

This day personally appeared before the undersigned  
Notary Public in and for said County in said State,  
D. W. Wilbur and Pamela M. Redmon,  
being Forest Land Use Manager and Assistant Secretary,  
respectively of WEYERHAEUSER COMPANY, a corporation, who  
acknowledged that they signed, sealed and delivered the  
foregoing instrument on the day and year therein mentioned,  
for the purpose therein expressed, for and on behalf of said  
corporation, being duly and legally authorized to do so.

Given under my hand and official seal this 3rd day  
of April, 1992.

*G.W. Bjerke*  
Notary Public

My Commission expires: March 20, 1996

G.W. BJERKE  
STATE OF WASHINGTON  
NOTARY -- PUBLIC  
My Commission Expires 3-20-96

STATE OF California )  
COUNTY OF Riverside ) ss.

On this 17th day of June, 1992, before me  
personally appeared SHERRY U. SKILES, 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.



*Kathleen Burke*  
Notary Public in and for the State of  
California residing at Riverside, Ca.  
My Commission expires: March 5, 1995

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STATE OF California )  
COUNTY OF Riverside ) SS.

On this 17th day of June, 1992, before me personally appeared WAYNE SKELES, 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.



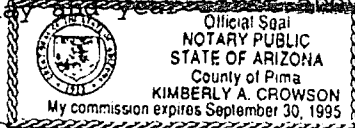
Kathleen Burke  
Notary Public in and for the State of  
California residing at Riverside, Ca.

My Commission expires: March 5, 1995

STATE OF Arizona )  
COUNTY OF Pima ) SS. 560 601205

On this 9 day of MAY, 1992, before me personally appeared DAVID W. PETTY, 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.

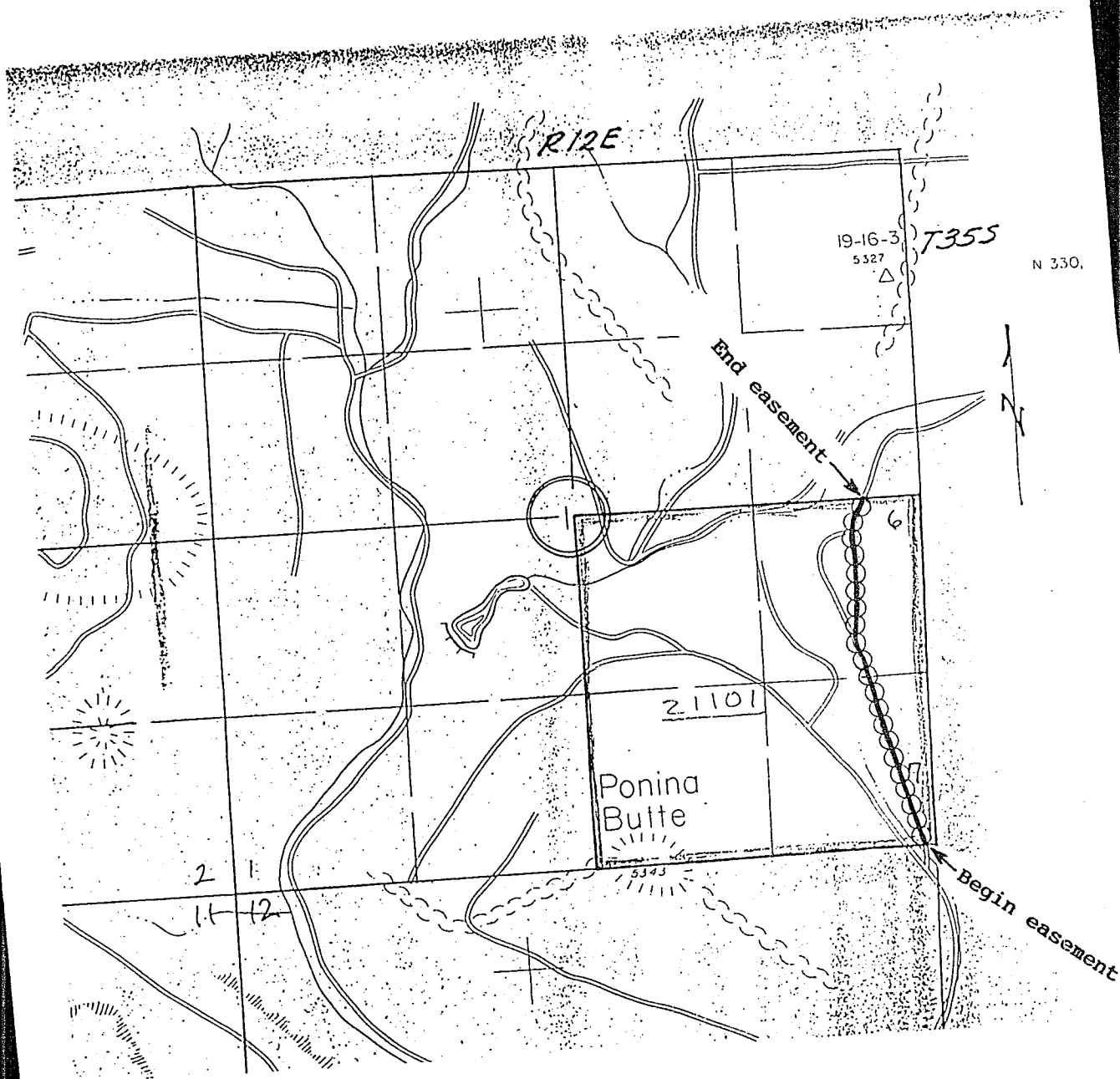


Kimberly A. Crowson  
Notary Public in and for the State of  
Arizona residing at 3963 E. Tatum Road  
Tucson AZ 85749

My Commission expires: September 30 1995

Return: Wm. L. Sisemore  
540 Main St  
Klamath Falls, Or. 97601

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Road Easement  
Weyerhaeuser to Skiles/Petty  
SE $\frac{1}{4}$  of Section 1-T35S-R12E, W.M.  
Klamath County, Oregon

Easement Road:

EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH: ss. \_\_\_\_\_ the 19th day  
Filed for record at request of Wm. L. Sisemore \_\_\_\_\_  
of June A.D., 19 92 at 9:38 o'clock A.M., and duly recorded in Vol. 492  
of \_\_\_\_\_ Deeds on Page 13546  
By Evelyn Biehn County Clerk

FEE \$55.00