

50380

EASEMENT EXCHANGE

K-44411

THIS AGREEMENT, made and entered into as of the 16th day of July, 1992, by and between WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," and STATE OF OREGON, acting by and through its Board of Forestry, herein called "State," WITNESSETH:

I.

A. Weyerhaeuser hereby grants and conveys to State, its successors and assigns, a permanent nonexclusive easement upon, over and along rights of way sixty (60) feet in width over and across the lands in Klamath County, Oregon, described on the attached Exhibit "A," being thirty (30) feet on each side of the center line of a road, or roads, located approximately as shown on the attached Exhibit "B."

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

B. State hereby grants and conveys to Weyerhaeuser, its successors and assigns, a permanent nonexclusive easement upon, over and along rights of way sixty (60) feet in width over and across the lands in Klamath County, Oregon, described on the attached Exhibit "A," being thirty (30) feet on each side of the center line of a road, or roads, located approximately as shown on the attached Exhibit "B."

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, or roads, for the purpose of providing access to or from lands or timber now owned or hereafter acquired by the parties hereto.

2. Each party hereto 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 grace or otherwise, said rights of way on lands owned by it and to use the roads on said rights of way in a manner that will not unreasonably interfere with the rights granted to the other party hereunder.

3. Each party hereto 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 contractors, 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 fifteen (15) 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 a road, 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 a road is being solely used by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) A method of payment by which each party using said road, or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes 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 a 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 a 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. Each party hereto shall require each of its Permittees, before using any of said roads on the lands of the other party hereto, to:

(a) Obtain and during the term of such use maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(1) For log haulers, Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage for any one occurrence; or

(2) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) Deliver to each party hereto a certificate from the insurer of said Permittee certifying that coverage in not less than the above named amounts is in force and that in the event of cancellation or modification of such coverage, the insurer will give each party hereto ten (10) days' written notice prior to any cancellation or modification.

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

WEYERHAEUSER COMPANY

By: [Signature]
Forest Land Use Manager

Attest: [Signature]
Assistant Secretary

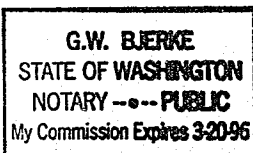
STATE OF OREGON, acting by and through its Board of Forestry

By: [Signature]
Title: Assistant State Forester

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 16th day of July, 1992, before me personally appeared D. W. Wilbur and Vicki A. Merrick, 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.

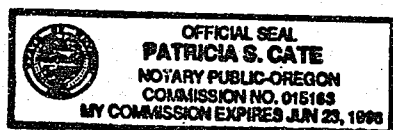


[Signature]
Notary Public in and for the State of Washington.
My Commission expires: March 20, 1996

STATE OF OREGON)
County of Marion) ss.

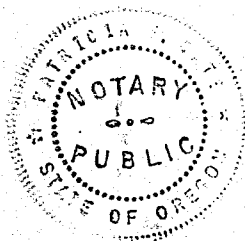
On this 4th day of September, 1992, before me appeared Ray Craig, to me personally known, who, being duly sworn, did say that he, the said Ray Craig, is the Assistant State Forester, and that the within instrument was signed for and by authority of said board, and said Ray Craig acknowledged said instrument to be the free act and deed of said board, acting for and in behalf of the State of Oregon.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year first in this my certificate, written.



Patricia S. Cate
Notary Public for Oregon

My Commission expires: 6/23/96



WEYERHAEUSER COMPANY LANDS

	<u>Sec.</u>	<u>Twp.</u>	<u>Rge., W.M.</u>
NE $\frac{1}{4}$ NE $\frac{1}{4}$: S $\frac{1}{2}$ SE $\frac{1}{4}$	34	28S	7E
NW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$	35	28S	7E
SW $\frac{1}{4}$ SW $\frac{1}{4}$	36	28S	7E
Govt. Lots 2, 3, 4 and the S $\frac{1}{2}$ NE $\frac{1}{4}$	1	29S	7E
Govt. Lots 5, 6	6	29S	8E

STATE OF OREGON LANDS

	<u>Sec.</u>	<u>Twp.</u>	<u>Rge., W.M.</u>
NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$	34	28S	7E
Govt. Lots 2, 3 and S $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$	3	29S	7E

EXHIBIT A

EASEMENT EXCHANGE

BETWEEN

20519

WEYERHAEUSER COMPANY & OREGON STATE BOARD OF FORESTRY

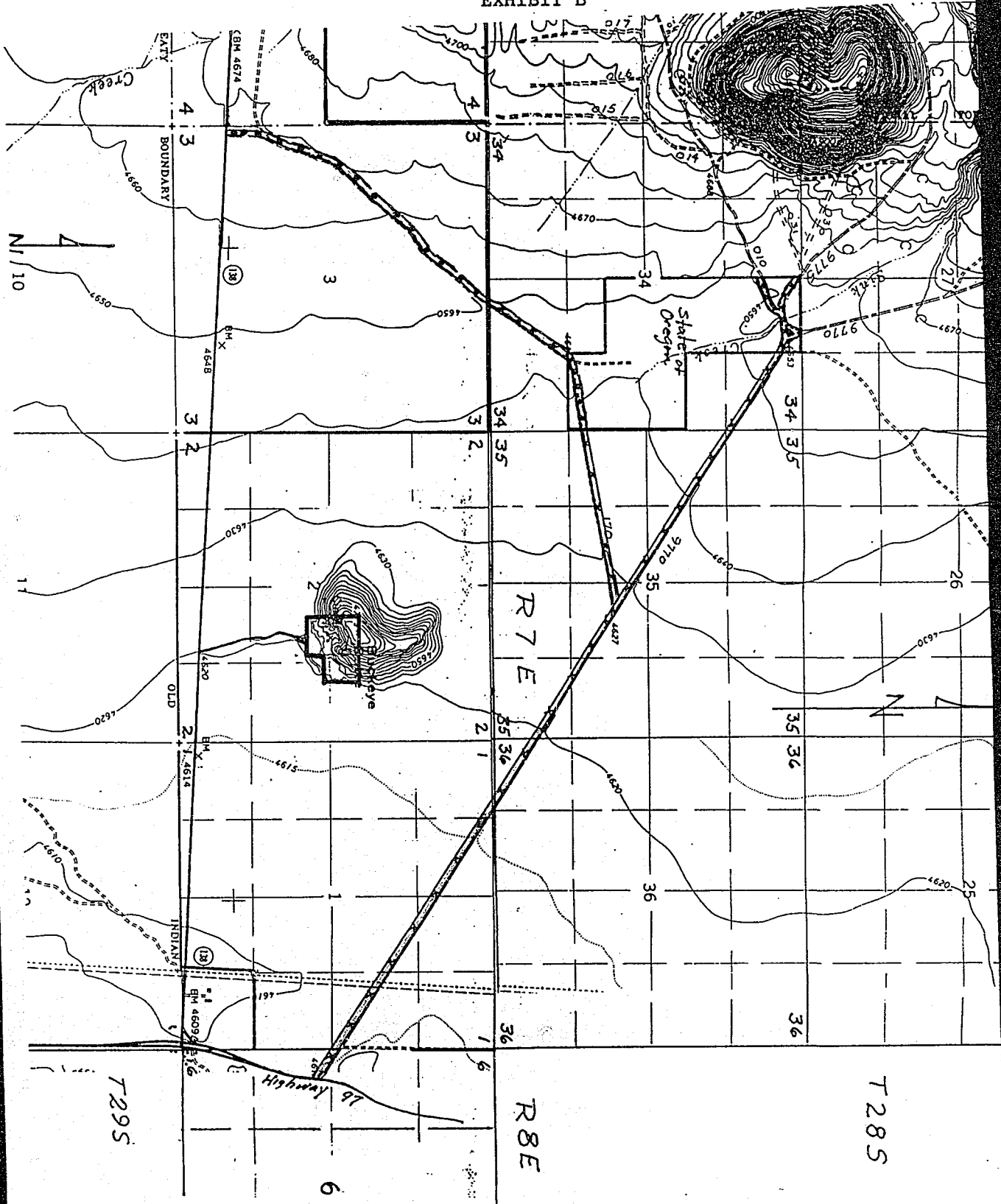
SEC. 34, 35, 36 T28S R7E.W.M.

SEC. 1, 3, 4 T29S R7E.W.M.

SEC. 6 T29S R8E.W.M.

KLAMATH COUNTY, OREGON

EXHIBIT B



EASEMENT FROM OREGON

EASEMENT FROM WEYERHAEUSER

EXHIBIT B

20520

RECEIVED EXCHANGE

RECEIVED

20520

RECEIVED EXCHANGE

RECEIVED EXCHANGE

RECEIVED EXCHANGE

RECEIVED EXCHANGE

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 8th day
of Sept. A.D., 19 92 at 3:34 o'clock P. M., and duly recorded in Vol. M92,
of Deeds on Page 20513.

Evelyn Biehn - County Clerk

By Pauline Mulender

FEE \$45.00

RECEIVED EXCHANGE

RECEIVED EXCHANGE