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K-42695  
EASEMENT

Vol. 1794 Page 1347

THIS EASEMENT is granted this 31st day of March, 1994, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to HANSON NATURAL RESOURCES COMPANY a Delaware partnership, herein called Grantee, WITNESSETH:

I.

Weyerhaeuser hereby grants and conveys to the Grantee, a perpetual, nonexclusive easement upon, over and along a right of way thirty-three (33) feet in width, over and across the following described lands in Klamath County, Oregon:

<u>Description</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge., W.M.</u>
S $\frac{1}{2}$ S $\frac{1}{2}$	32	27S	8E
W $\frac{1}{2}$ W $\frac{1}{2}$	33	27S	8E

being sixteen and one half (16 $\frac{1}{2}$ ) feet on each side of the center line of the road located approximately as shown on the attached Exhibit A.

Subject as to said lands to all matters of public record, to all unrecorded leases, licenses and permits, if any, and to all matters which a prudent inspection of the premises would disclose.

II.

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. Quantifying Words and Terms - 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. Purpose - This Easement is conveyed for the purposes of reconstruction, use and maintenance of a road for the purpose of hauling forest products or other valuable materials from lands now owned by the Grantee in Gov. Lots 2, 3 and 4; the SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; the S $\frac{1}{2}$ NW $\frac{1}{4}$  and the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 5, Township 28 South, Range 8 East W.M., and to provide access to said lands for land management and administrative activities.

Return to:  
Weyerhaeuser Company  
10 Box 9  
Klamath Falls, Or 97601

3. Road Crossing - Weyerhaeuser reserves the right to use, cross and recross, patrol, and repair said road for any and all purposes, in any manner that will not unreasonably interfere with the rights granted to the Grantee hereunder.

4. Third Parties - 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 easement and shall not unreasonably interfere with the rights granted to the Grantee.

5. Maintenance - 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 a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the road or a 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 said road, or a portion thereof, each party's share of maintenance and resurfacing shall be pro rata in proportion to its use thereof.

For the purpose of this Easement, 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. Road Damage - 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, and the shares of replacement cost to be borne by each user of said road.

7. Construction and Improvement - Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, said improvements shall be solely for the account of the improver.

8. Right of Way Timber - Weyerhaeuser reserves to itself all timber now or hereafter growing within said right of way.

9. Exercise of Rights - The Grantee may permit its contractors, licensees, lessees, purchasers of timber and 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.
10. Insurance - The Grantee shall require each of its Permittees, before using said road to:
- (a) Obtain and during the term of such use maintain a policy of Commercial General Liability Insurance and Automobile Liability Insurance in a form generally acceptable in the trade and customary in the area of said right 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, road builders and other miscellaneous users operating heavy trucks (over one [1] ton), Commercial General Liability with minimum limits of \$250,000.00 per occurrence with \$500,000.00 annual aggregate combined single limit of bodily injury and property damage and Automobile Liability with minimum limits of \$250,000.00 per occurrence combined single limit of bodily injury and property damage coverage.
- (2) For miscellaneous users operating pickup trucks, light trucks (under one [1] ton) or passenger cars, Commercial General Liability with minimum limits of \$250,000.00 per occurrence with \$500,000.00 annual aggregate combined single limit of bodily injury and property damage and Automobile Liability with minimum limits of \$250,000.00 per occurrence combined single limit of bodily injury and property damage coverage; or
- (3) Such other limits as the parties hereto may agree upon in writing from time to time.
- (b) Deliver to Weyerhaeuser 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 Weyerhaeuser thirty (30) days' written notice prior to any cancellation or modification.
11. Indemnification - The Grantee will assume all risk of, and indemnify and hold harmless, and at its expense defend Weyerhaeuser from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of Weyerhaeuser or damage to or destruction of property

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to whomsoever belonging, including but not limited to property of Weyerhaeuser, resulting partly or wholly, directly or indirectly from the Grantee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Weyerhaeuser.

12. Successors and Assigns - The rights and obligations herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. Termination - The parties agree if said road, or any portion thereof, is no longer needed to access the Grantee's lands, upon written request, Weyerhaeuser shall be furnished with a release in recordable form evidencing termination of the Grantee's rights to utilize such abandoned road.

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

WEYERHAEUSER COMPANY

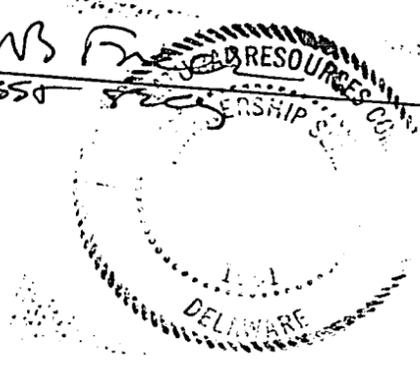
By: [Signature]  
Forest Land Use Manager

Attest: [Signature]  
Assistant Secretary

HANSON NATURAL RESOURCES COMPANY  
By Cavenham Forest Industries Division  
General Partner

By: [Signature]  
Its: President/CEO

Attest: [Signature]  
Its: ASSOC. SECRETARY



STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 10th day of January, 1994, before me personally appeared D. W. Wilbur and Pamela M. Redmon, 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  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
My Commission Expires 3-20-96

G.W. Bjerke  
Notary Public in and for the State of Washington.  
My Appointment expires: March 20, 1996

STATE OF OREGON )  
COUNTY OF Multnomah ss.

On this 31st day of March, 1994, before me personally appeared W.B. Zneck and R.A. Carson, to me known to be the President & CEO and Assistant Secretary, respectively, of CAVENHAM FOREST INDUSTRIES DIVISION, Partner of Hanson Natural Resources Company, the partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

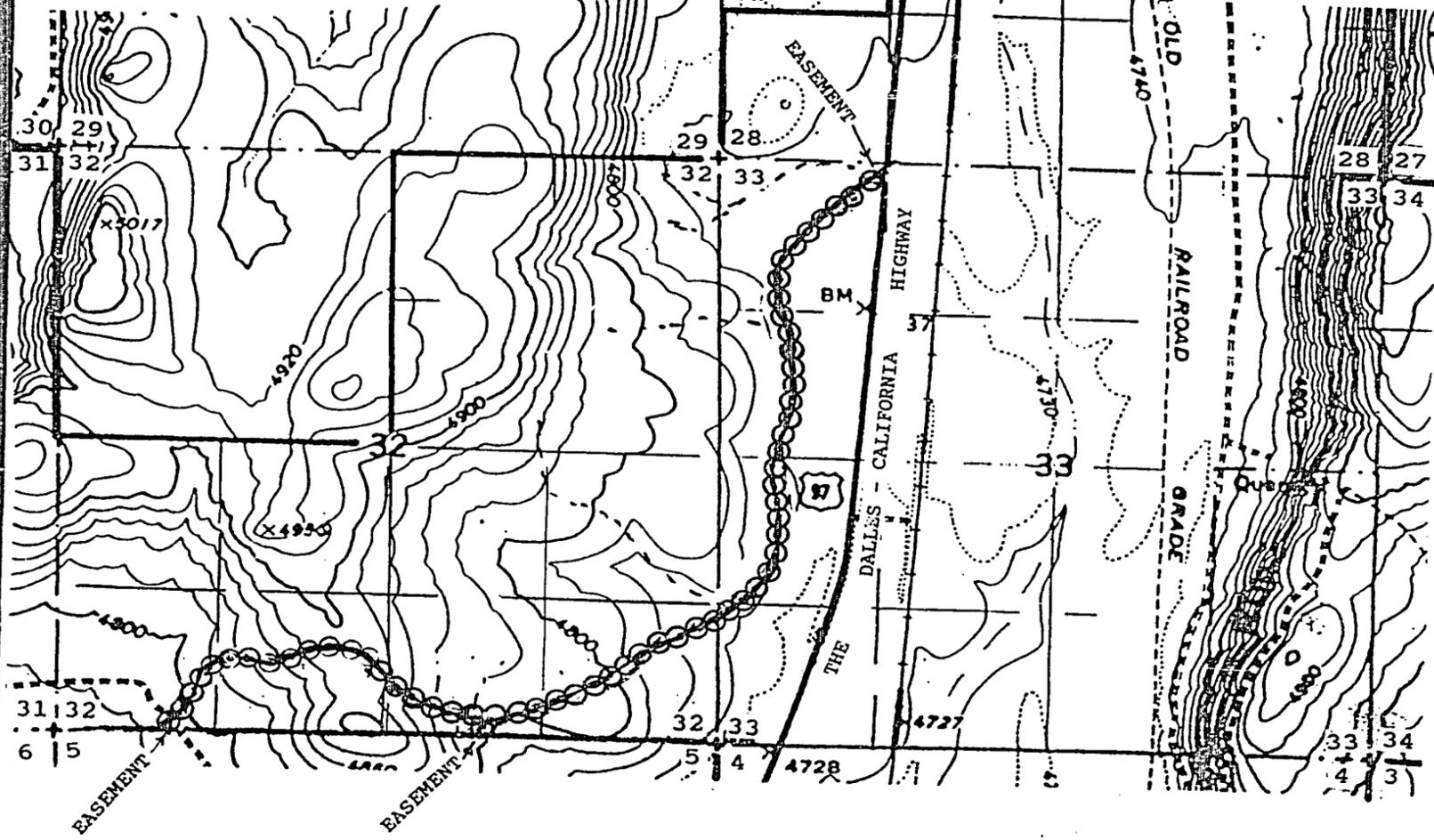
Donnie K. Martin  
Notary Public in and for the State of Oregon.  
My Appointment expires: 5-2-94

OFFICIAL SEAL  
DONNIE K. MARTIN  
NOTARY PUBLIC-OREGON  
COMMISSION NO. A227538  
MY COMMISSION EXPIRES MAY 2, 1994

OFFICIAL SEAL  
DONNIE K. MARTIN  
NOTARY PUBLIC-OREGON  
COMMISSION NO. A227538  
MY COMMISSION EXPIRES MAY 2, 1994

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ROAD EASEMENT  
WEYERHAEUSER COMPANY TO HANSON NATURAL RESOURCES COMPANY  
SECTIONS 32 & 33 TOWNSHIP 27 SOUTH, RANGE 8 EAST, W.M.  
KLAMATH COUNTY, OREGON



EASEMENT 



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 28th day  
of April A.D., 19 94 at 3:19 o'clock P M., and duly recorded in Vol. M94  
of Deeds on Page 13471.

FEE \$35.00

Evelyn Biehn County Clerk  
By Annette Mueller

EXHIBIT A