

EASEMENT

THIS EASEMENT, dated this 9th day of June, 1993, from WEYERHAEUSER COMPANY, a Washington corporation, hereinafter called "Weyerhaeuser," to the STATE OF OREGON, acting by and through the Department of Fish & Wildlife, hereinafter called "Grantee,"

WITNESSETH:

Weyerhaeuser, for and in consideration of the benefits to be enjoyed by the citizens of the State of Oregon, hereby grants to Grantee a perpetual easement for public beach access over and across the following described land in Klamath County, Oregon:

All that portion of Govt. Lot 11 of Section 18 and Govt. Lots 7 and 8 of Section 19, Township 39 South, Range 9 East, W.M. lying westerly of the westerly boundary of the land conveyed to John Calvin Hunt and Bess T. Hunt, husband and wife, by Warranty Deed dated January 27, 1945 and recorded on February 9, 1945 in Volume 173 of Deeds, at page 231, Records of Klamath County, Oregon.

LESS AND EXCEPT therefrom any portion thereof lying within that certain parcel of land conveyed to the State of Oregon, Department of Transportation under Deed dated March 18, 1992, as recorded under Auditor's File No. 6076012, Volume M 92, page 8702, and

LESS AND EXCEPT any portion thereof lying within that certain Right of Way Deed to Klamath County, Oregon, dated November 28, 1934, land recorded April 5, 1935 in Volume 104, page 430.

Said land is located approximately as shown on the attached Exhibit A.

Subject as to said lands to all matters of public record, to all outstanding easements, leases, licenses and permits, whether recorded or unrecorded, and to all matters which a prudent inspection of the premises would disclose.

The hereinabove-described easement is granted subject to the following terms and conditions:

1. The rights herein granted are for the purpose of pedestrian access to and from the Klamath River. Such pedestrian use shall include the temporary beaching of boats and the use of wheelchairs.

Return: Oregon Dept. of Fish & Wildlife
P.O. Box 59
Portland, Or. 97207

2. Grantee shall place no structures or permanent facilities on said land without the prior written consent of Weyerhaeuser's authorized representative.

3. Except for the temporary beaching of boats, the use of motorized wheelchairs, and emergency use to protect life and property, Grantee shall not use, nor shall it allow its invitees or any member of the public to use, motorized vehicles on said land. This restriction shall not apply to Weyerhaeuser.

4. Grantee's use of said land shall not interfere with Weyerhaeuser's use of said land.

5. Grantee shall not cut, nor in any way damage, any plant growth, timber, regardless of age, on Weyerhaeuser's land, and no debris from plant growth, timber, trees or other refuse shall be placed on Weyerhaeuser lands, without the prior written consent of Weyerhaeuser's authorized representative.

6. Grantee shall maintain said land in a neat, clean and safe condition at all times.

7. Weyerhaeuser reserves the right to cross and recross said land, on grade or otherwise, and to use said land for any purpose. Further, Weyerhaeuser reserves the right to grant easements and permits to third parties.

8. Weyerhaeuser has not made, and does not make, any representation or warranty as to the present or future condition of said land and shall have no obligation to maintain said land in any particular condition. Grantee, by Grantee's acceptance of the easement herein granted, acknowledges that said land and Weyerhaeuser's adjacent lands are used, and will be used, for and in connection with forestry activities which involve the presence of heavy industrial equipment thereon. Grantee hereby assumes all risks of bodily injury, death and property damage arising out of the use of said land by Grantee.

9. Grantee assumes all risk in connection with its use of the property, and shall indemnify and hold Weyerhaeuser harmless against all claims, costs, damages, loss, liability or expense, including attorney fees, for injury to or death of persons or damage to property which may arise out of the Grantee's use of the property; provided, however, that the Grantee's contractual and tort liability to so indemnify and hold Weyerhaeuser harmless shall at all times be limited by and subject to the limitations

and conditions specified in ORS 30.260 through 30.300; and provided further that the Grantee does not hereby undertake to indemnify or hold harmless Weyerhaeuser against all claims, costs, damages, loss, liability or expense, including attorney fees, for injury to or death of persons or damage to property, which may arise out of the negligence of the Weyerhaeuser.

10. Weyerhaeuser does not warrant the title to the hereinabove-described lands and shall have no liability of any kind or nature to Grantee in the event of failure of said title.

11. All of the terms and conditions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided however, Grantee shall not assign the easements herein granted, in whole or in part, without the prior written consent of Weyerhaeuser.

12. If Grantee fails to use said land for a period of five (5) consecutive years, the easement herein granted shall terminate, and Grantee shall thereafter have no further rights hereunder. In the event of such termination, Grantee shall furnish to Weyerhaeuser, upon written request, a release, in recordable form and satisfactory to Weyerhaeuser, evidencing the termination of all of Grantee's rights hereunder. Such termination of Grantee's rights hereunder, regardless of cause, shall not relieve Grantee of any liability accrued on Grantee's part prior to the date of such termination.

IN WITNESS WHEREOF, Weyerhaeuser has caused these presents to be executed by its duly authorized representatives the day and year first above written.

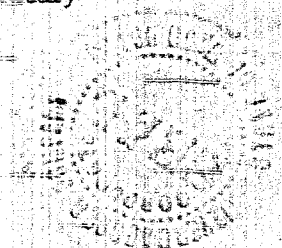
ACCEPTED for and in behalf
of the STATE OF OREGON,
acting by and through the
Department of Fish & Wild-
life this 9th day of
June, 1993

WEYERHAEUSER COMPANY

By: [Signature]
Forest Land Use Manager

By: C. Wayne Rawlin
Title: Realty Supervisor

Attest: [Signature]
Assistant Secretary

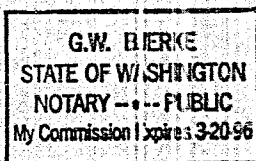


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STATE OF WASHINGTON)
) ss. _____
COUNTY OF KING)

On this 9th day of June, 1993, before me personally came D. W. Wilbur and Pamela M. Redmon, to me known to be the Forest Land Use Manager and Assistant Secretary, respectively, of WYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the 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.

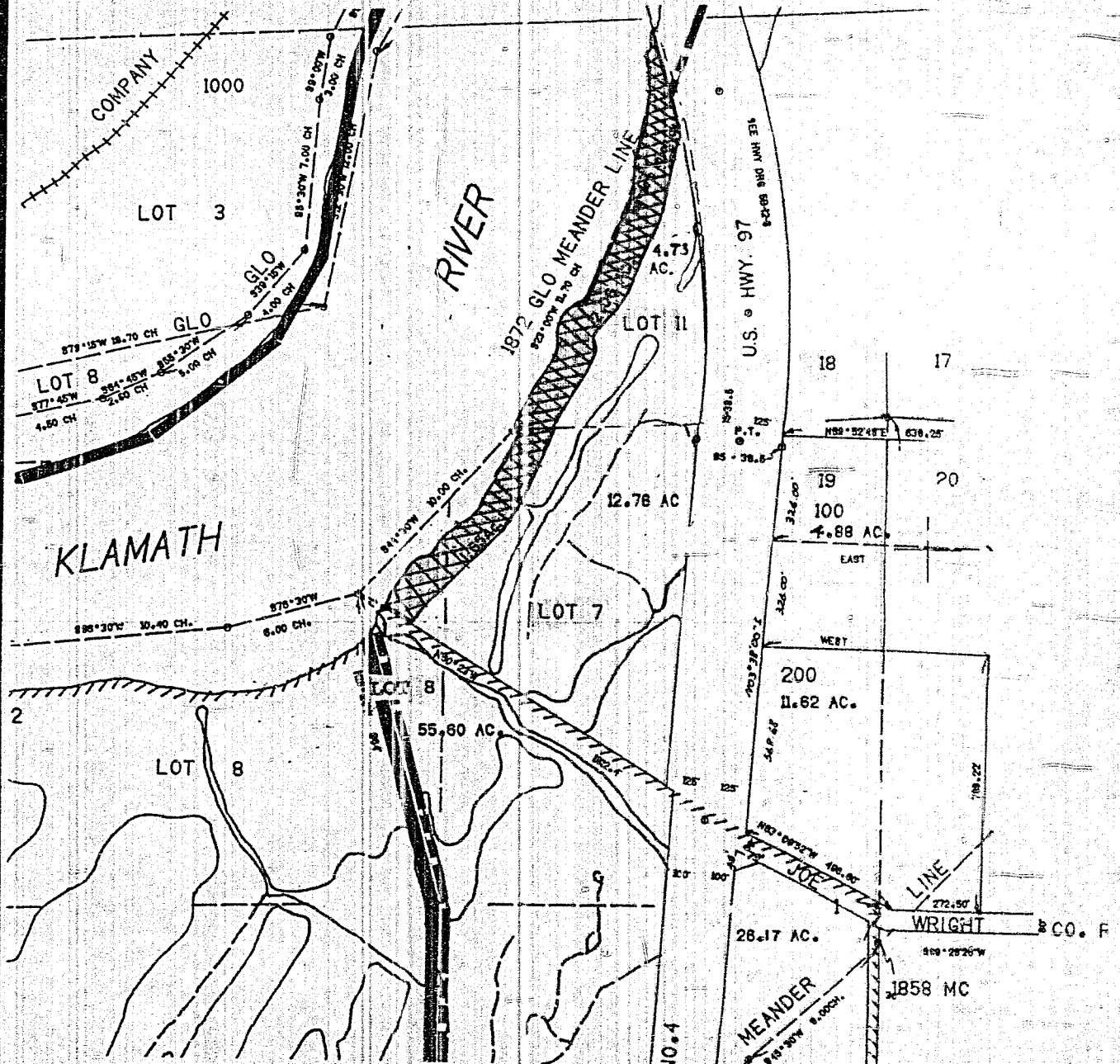
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



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

BEACH ACCESS TO KLAMATH RIVER
WEYERHAEUSER COMPANY TO OREGON DEPARTMENT OF FISH & WILDLIFE
SECTIONS 18 & 19 TOWNSHIP 39 SOUTH, RANGE 9 East, W.M.
KLAMATH COUNTY, WASHINGTON

EXHIBIT A



STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Oregon Fish & Wildlife

on this 29th day of June A.D., 19 94
at 9:40 o'clock A M. and duly recorded
in Vol. M94 of Deeds Page 20124

Evelyn Biehn County Clerk

By Pauline Nielsen

Deputy.

Fee, \$30.00

EXHIBIT