

EASEMENT

THIS EASEMENT is granted this 21 day of Dec, 1994, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to RITTER RANCH, a partnership and BRUCE RITTER and DIANE LOUISE RITTER as their interest may appear, herein collectively called "Grantee," WITNESSETH:

I.

Weyerhaeuser, for and in consideration of the faithful observance of and strict compliance with the terms and conditions hereof, hereby grants to Grantee a perpetual, nonexclusive easement and right to use a road over and along the following described strips of land in Klamath County, Oregon:

The West 60 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 7 lying South of Lakeview Highway; and the North 30 feet of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 7, Township 38 South, Range 11 East, W.M.  
Said road located approximately as shown on the attached Exhibit A.

I.

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 Grantee in portions of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$  and the E $\frac{1}{2}$ SW $\frac{1}{4}$  Section 8, Township 38 South, Range 11 East, W.M. as delineated as Parcel 1 and 2 under Preliminary Land Partition 18-94.
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 Grantee 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 Grantee hereunder.

Return: Ritter Ranch  
27935 Ritter Rd.  
Bonanza, Or. 97623

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 Grantee assumes all risk of damage to property of and injury to Grantee in connection with the exercise of rights granted hereunder.

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

8. Grantee 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 Grantee's exercise of rights hereunder.

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

10. Grantee recognizes 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 restrictions shall be imposed on Weyerhaeuser's forest management operations because of proximity to any uses of Grantee's 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 two (2) years Grantee 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, Grantee 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:

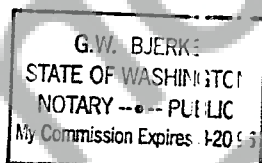
WEYERHAEUSER COMPANY

RITTER RANCH, a partnership

By: \_\_\_\_\_  
Title: Partners\_\_\_\_\_  
BRUCE RITTER\_\_\_\_\_  
DIANE LOUISE RITTERBy: D. W. Wilbur  
Title: Forest Land Use ManagerAttest: Pamela M. Redmon  
Title: Assistant SecretarySTATE 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 8th day of December, 1994.



D. W. Wilbur  
Notary Public in and for the State of  
Washington residing at Seattle

My Commission expires: March 20, 1996

Connecticut  
STATE OF OREGON }  
COUNTY OF CLATSOP } ss.

On this 21 day of December, 1994, before me personally appeared Bruce Ritter & Diane Ritter, to me known to be the Partners of RITTER RANCH, 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 general 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.

Marylee Kelly  
Notary Public in and for the State of  
Oregon residing at Corvallis, OR  
Connecticut

My Commission expires: 3-31-99

Connecticut  
STATE OF OREGON  
Fairfield }  
COUNTY OF KLAMATH } ss.

19

On this 21 day of December, 1994, before me personally appeared  
BRUCE RITTER and DIANE LOUISE RITTER, 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.

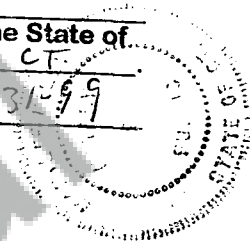
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year first above written.

*Maylen Kelly*

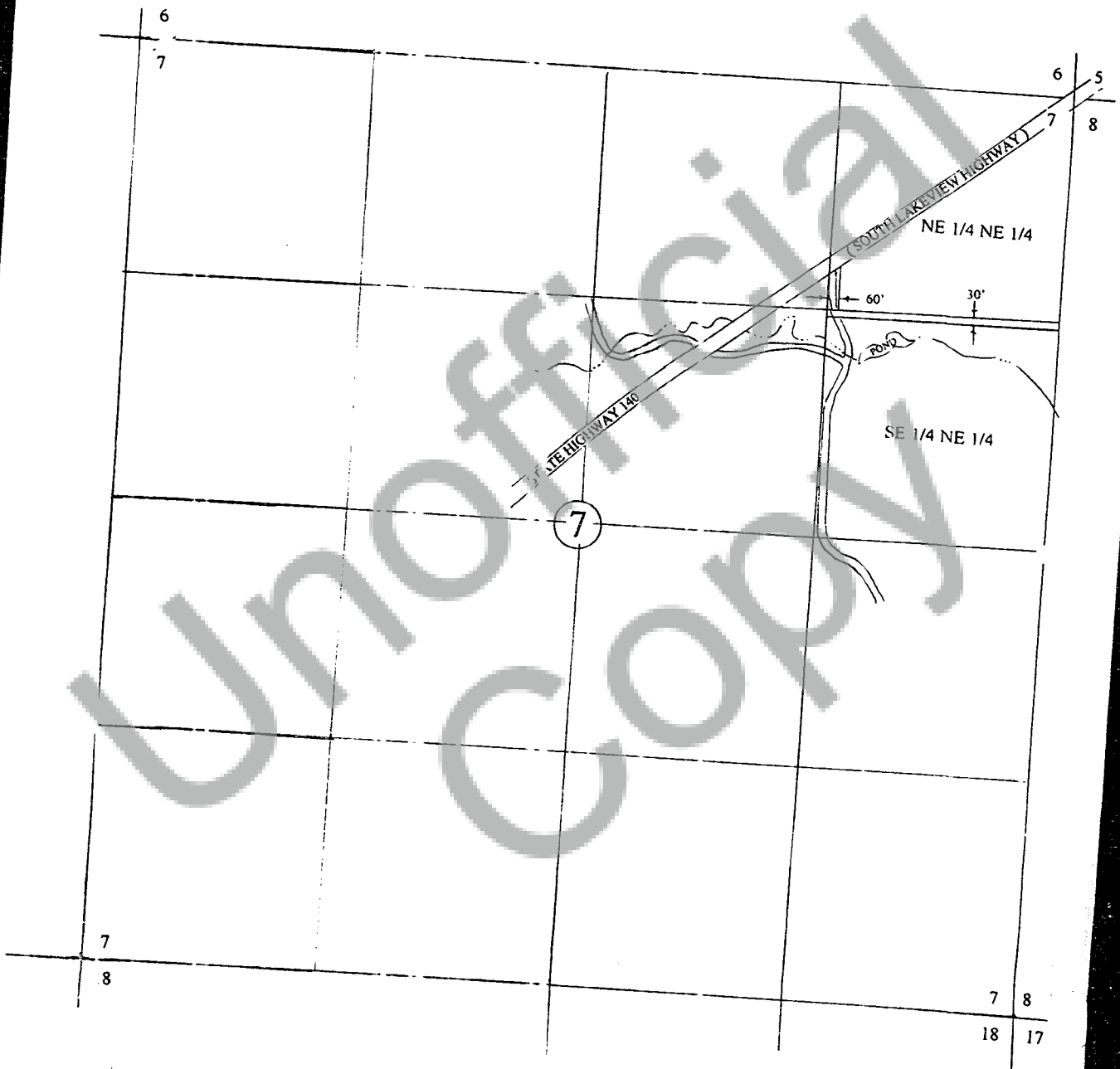
Notary Public in and for the State of  
Oregon residing at Col. Co. CT.

Connecticut

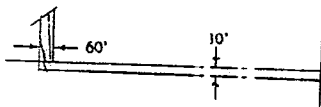
My Commission expires: 3-31-99



EASEMENT FOR ACCESS ROAD  
 WEYERHAEUSER TO RITTER RANCH ET AL  
 SECTION 7 TOWNSHIP 38 SOUTH, RANGE 11 EAST, W.M.  
 KLAMATH COUNTY, OREGON



EASEMENT



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ritter Ranch the 3rd day  
 of Jan A.D. 19 95 at 11:12 o'clock A.M., and duly recorded in Vol. M95  
 of Deeds on Page 16

FEE \$50.00

Berretha G. Letsch County Clerk

By Caroline Mullendore