

AFTER RECORDING RETURN TO:

Weyerhaeuser Company
P.O. Box 9
Klamath Falls, OR 97601
Attn: John Monfore

EASEMENT

THIS EASEMENT is granted this 1st day of May, 1996, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to CAMERON A. CURTISS and LEONA VIRGINIA CURTISS, husband and wife, herein collectively called "Grantee," WITNESSETH:

I.

Weyerhaeuser, for and in consideration of \$1,000.00 and 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 strip of land in Klamath County, Oregon:

The Easterly Sixty (60) feet of even width of that portion of the Fractional Southwest Quarter (Fr. SW¼) of Section Thirty-Four (34), Township Thirty-Six (36) South, Range Seven (7) East, W.M. lying Northerly of its junction with the Road Use Easement from Weyerhaeuser Company to Charles A. Curtiss and Doris Quist Curtiss, husband and wife, and Marjorie N. Lamoreaux, a single woman, dated May 6, 1965, and recorded May 7, 1965 in Volume 361 of Deeds, page 284, Records of Klamath County, Oregon.

Said road being located approximately as shown on the attached Exhibit A.

Subject to all matters of public record, including, but not limited to:

A. Rights granted to California-Oregon Power Company (now Pacific Power & Light Company) to regulate and control the water level of Upper Klamath Lake and release of liability for any damages caused thereby, as provided for in instrument dated July 1, 1941 and recorded October 16, 1941 in Volume 141 of Deeds, page 619, records of Klamath County, Oregon;

B. Easement for roadway as provided for in a deed dated June 9, 1964 and recorded June 29, 1964 in Volume 354 of Deeds, page 184, Records of Klamath County, Oregon;

C. Road Use Easement from Weyerhaeuser to James G. Lewis and Pamela "Penny" A. Lewis, husband and wife, dated April 9, 1993 and recorded July 30, 1993 in Volume M93 of Deeds, page 18860, records of Klamath County, Oregon.

II.

It is mutually agreed by the parties hereto the rights hereinabove granted are 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.

WEYERHAEUSER/CURTISS
KLAMATH COUNTY, OR
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2. Purpose - The rights herein granted are for the purposes of reconstruction, use and maintenance of the existing road for the purpose of providing ingress to and egress from one single-family residence on lands now owned by Grantee in that portion of the NW¼SE¼, Section 28, Township 36 South, Range 7 East, W.M. described as beginning at the Northwest corner of said subdivision; thence South along the West line of said subdivision to the Southwest corner thereof; thence East along the South line of said subdivision to the Southeast corner thereof; thence Northwesterly along a straight line to the point of beginning.

3. Road Crossing - 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. 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 agreement and shall not unreasonably interfere with the rights granted Grantee hereunder.

5. Maintenance - 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. Assumption of Risk - 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. Indemnification - 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. Assumption of Liability - 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. Right of Way Timber - Weyerhaeuser reserves all timber now on or hereafter growing within said right of way.

10. Land Uses and Practices - 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. Successors and Assigns - 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. Termination - 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

Cameron A. Curtiss
CAMERON A. CURTISS

John P. McMahon
Vice President

Leona Virginia Curtiss
LEONA VIRGINIA CURTISS

Kathy E. Bernstein
Assistant Secretary

STATE OF WASHINGTON }
COUNTY OF PIERCE } ss.

This day personally appeared before the undersigned Notary Public in and for said County in said State, John P. McMahon and Kathy E. Bernstein, being Vice President 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 1st day of May, 1996.

Ausa M. Emmon
Notary Public

My Commission expires: 3/28/97



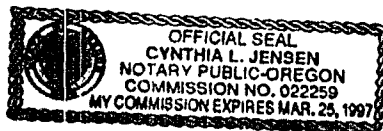
STATE OF Oregon }
COUNTY OF Klamath } ss.

On this 13th day of May, 1996, before me personally appeared CAMERON A. CURTISS and LEONA VIRGINIA CURTISS, husband and wife, 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.

Cynthia L. Jensen
Notary Public

My Commission expires: 3/25/97



EASEMENT FOR ACCESS ROAD

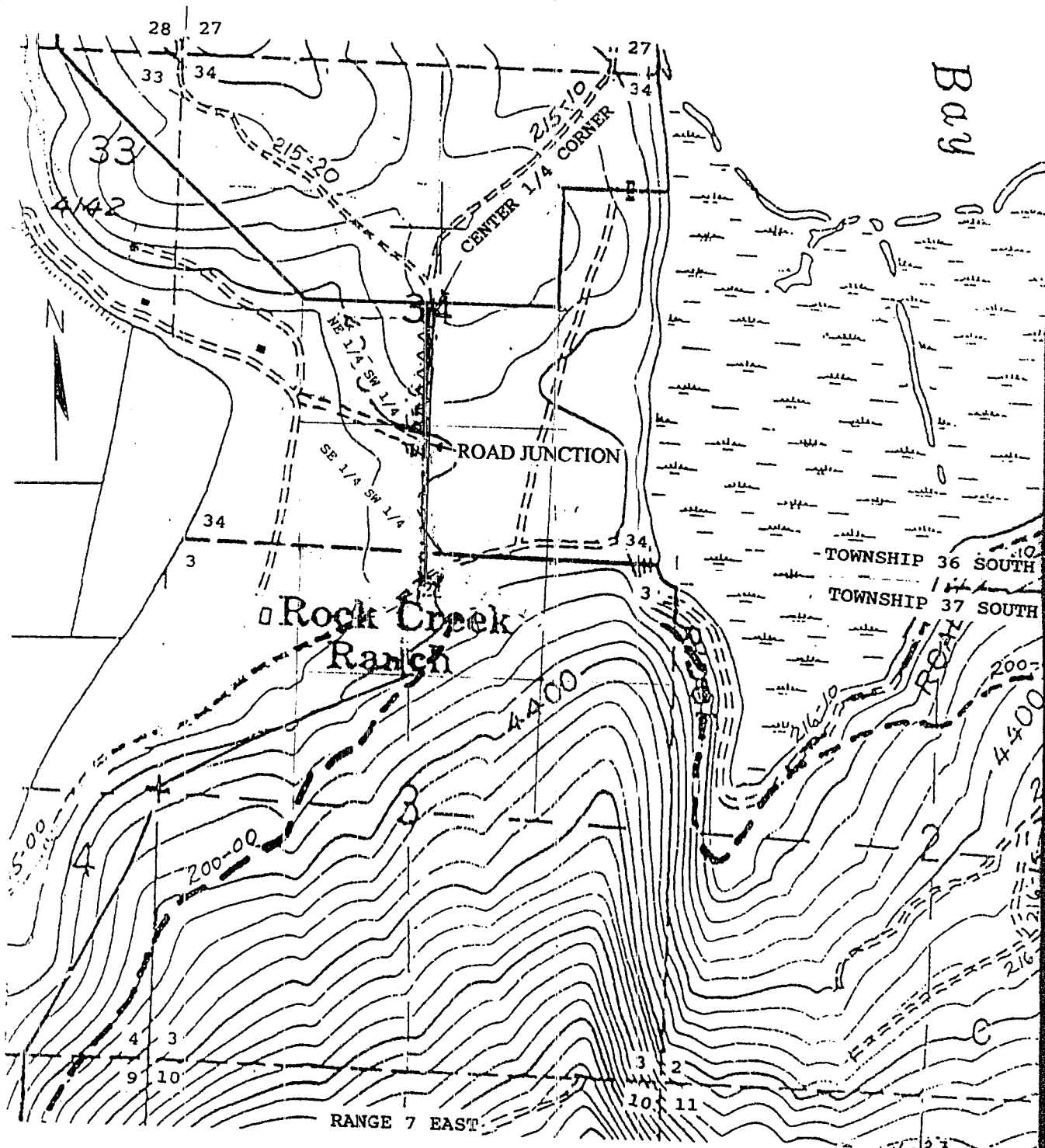
WEYERHAEUSER COMPANY

TO

CAMERON A. CURTISS & LECNA VIRGINIA CURTISS

SECTION 34 TOWNSHIP 36 SOUTH, RANGE 7 EAST, W.M.

KLAMATH COUNTY, OREGON



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Cameron A Curtiss the 13th day
 of May A.D., 19 96 at 2:13 o'clock PM., and duly recorded in Vol. M96
 of Deeds on Page 13684

FEE \$50.00
 .50/c

Bernetha G. Letsch, County Clerk
 By Curtiss & Curtiss