

4687

4687-2231

ROAD USE AGREEMENT

WINSTON H. PATTERSON and LOUISE PATTERSON, husband and wife, residing at 608 Roseway Drive, Klamath Falls, Oregon, and CLYDE R. PATTERSON and IRENE H. PATTERSON, husband and wife, hereinafter called "Grantors", for Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, grant and convey unto WEYERHAEUSER COMPANY, a Washington corporation, Box C, Tacoma, Washington 98401, and its successors and assigns, hereinafter called "Weyerhaeuser", a perpetual and nonexclusive right and easement^{W.H.P.} to use the following described real property in Klamath County, Oregon, to-wit:

The existing roads traversing the land subdivisions set forth as on the attached "Exhibit A", and located approximately as indicated on said Exhibit A, together with relocations of any portion, or portions, thereof as hereinafter provided for,

for all road purposes.

SUBJECT TO:

A. The following encumbrances:

1. Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder.

All contracts, water rights, proceedings, taxes and assessments relating to irrigation, drainage, and/or reclamation of said lands; and all rights of way for roads, ditches, canals and conduits, if any of the above there may be.

2. Waiver of riparian rights from F. H. Downing, et ux, to the United States, dated July 5, 1905, recorded September 16, 1905, in Deed Volume 18 at Page 375, Records of Klamath County, Oregon.

3. Waiver of riparian rights from T. J. Downing to the United States dated July 27, 1905, recorded April 28, 1906, in Deed Volume 20 at Page 74, Records of Klamath County, Oregon.

4. As to portion in S $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 5, Township 41 South, Range 8 East: Subject to rights of way of California Northeastern

Railway Company 100 feet wide as granted by deeds recorded in Deed Volume 22 at Page 549, and in Deed Volume 25 at Page 154, Records 2232 of Klamath County, Oregon.

5. As to portion in SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, Township 41 South, Range 8 East: Rights, if any, pursuant to Easement from Theo. P. Schafer, et al, to The Pacific Telephone and Telegraph Company, dated July 26, 1937, recorded December 15, 1937, in Deed Volume 113 at Page 369, Records of Klamath County, Oregon.

6. As to portion in SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 4 and SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, Township 41 South, Range 8 East: Rights, if any, pursuant to Easement from Clyde R. Patterson, et ux, to California Oregon Power Company, dated May 18, 1951, recorded June 12, 1951 in Deed Volume 247 at Page 684, Records of Klamath Falls, Oregon.

7. Rights granted to Pacific Power and Light Company in Road Use Agreement, recorded May 24, 1962 in Deed Volume 337 at Page 569, Records of Klamath County, Oregon; AND

B. The following terms, conditions and provisions:

1. Grantors reserve the right to relocate said roads or any portion, or portions, thereof; provided, however, that:

- (a) Such relocation(s) shall be at Grantors' expense;
- (b) Grantors shall provide a road base of sufficient width for a single lane of logging truck traffic with inter-visible turnouts, together with such culvert drains as Grantors may elect to install;
- (c) Grantors shall not be required to provide any rock or cinders for any such relocations;
- (d) Weyerhaeuser may elect to install additional culvert drains without further permission from the Grantors;
- (e) Weyerhaeuser may, at no expense to Grantors, elect to rock and cinder any such road relocation(s). 4

2. Upon completion of any road relocation(s) as aforesaid, 2233
Weyerhaeuser and Grantors shall join in the execution of a record-
able new or supplemental road use agreement which shall provide for
like rights in the road(s) as relocated and which shall also effect
a release from this agreement of those road(s) which shall thence-
forth no longer be subject to this agreement.

3. Weyerhaeuser shall repair all road damage resulting from
the exercise of its rights hereunder as soon as it is reasonably
practicable to do so.

4. Weyerhaeuser shall indemnify and save harmless Grantors
from and against all claims, loss, cost, liability and expense
based upon or arising out of the exercise of the rights granted
herein, excepting only such claims, loss, cost or expense as may
be occasioned by or based upon the negligent acts or omissions
of Grantors.

5. All rights herein granted and provided for shall be binding
upon and inure to the benefit of the Grantors, their heirs,
successors and assigns, and to Weyerhaeuser, its successors and
assigns.

DATED this _____ day of _____, 1965.

Winston H. Patterson
Winston H. Patterson

Louise Patterson
Louise Patterson

Clyde R. Patterson
Clyde R. Patterson

Irene H. Patterson
Irene H. Patterson 5

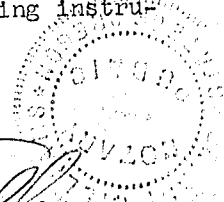
2234

STATE OF OREGON :
COUNTY OF : ss.

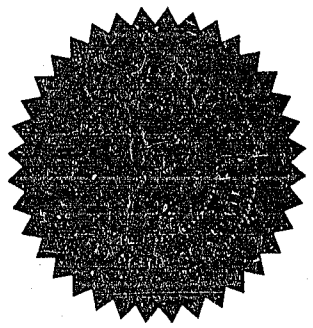
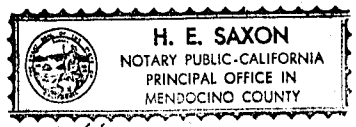
Jan 3, 1966

Personally appeared the above named WINSTON H. PATTERSON and LOUISE PATTERSON, husband and wife, and ~~CLYDE R. PATTERSON and IRENE H. PATTERSON~~, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:


Bryan Williams
Notary Public for Oregon
My commission expires: Aug 13 1966

STATE OF CALIFORNIA, }
County of Mendocino } ss.

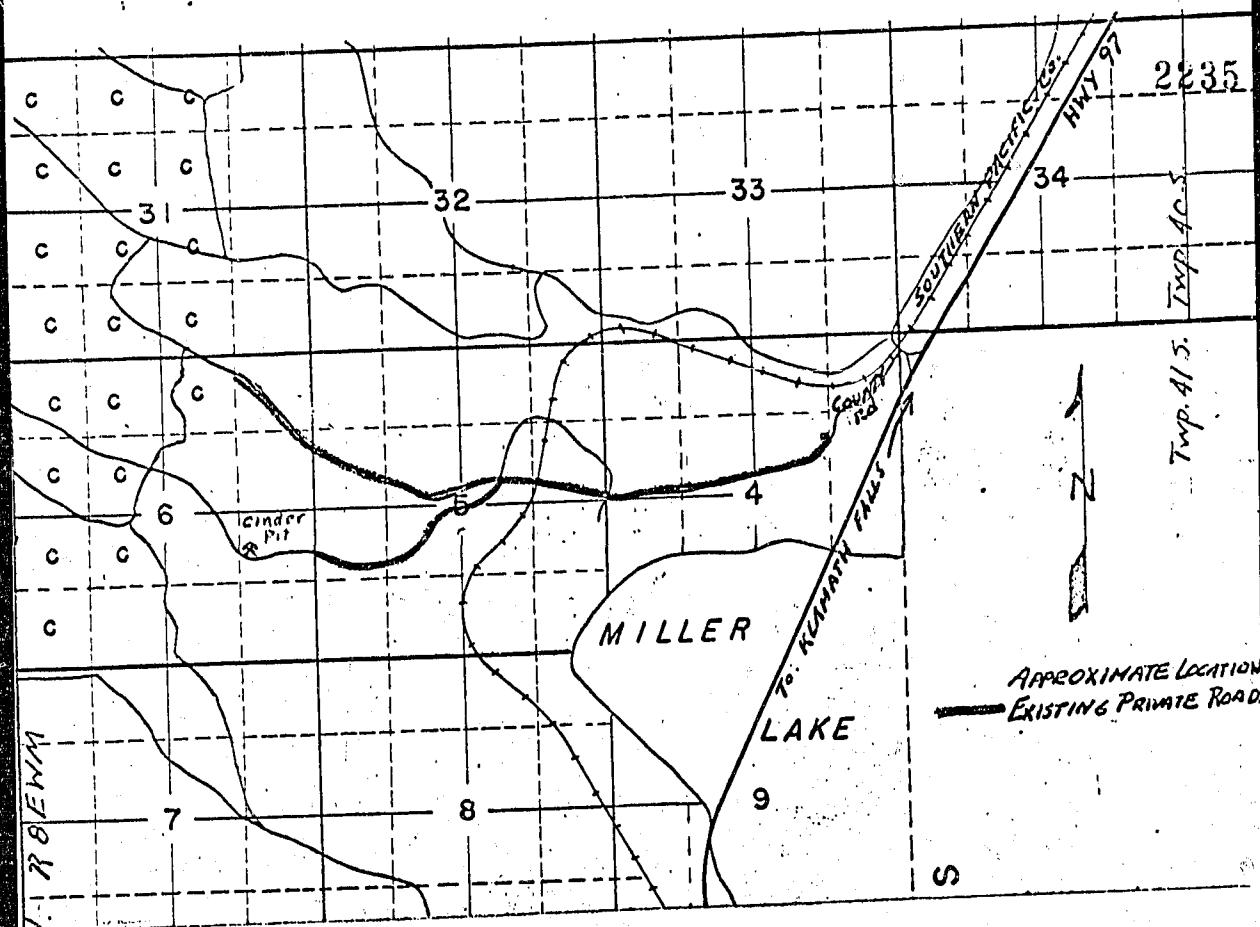


CNA 5-60

On January 21, 19 66, before me, the undersigned a Notary Public in and for the State of California with principal office in the County of Mendocino, personally appeared Clyde R. Patterson and Irene H. Patterson known to me to be the person s whose name s are subscribed to the within Instrument, and acknowledged to me that they executed the same.

(SIGNATURE OF NOTARY) H. E. Saxon
(NAME OF NOTARY PRINTED) H. E. Saxon
Notary Public in and for the State of California.

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Those portions of the following described lands lying within the roads located approximately as shown colored in red on the above plat, TOGETHER with road relocations as provided for herein.

IN TOWNSHIP 41 SOUTH, RANGE 8 EAST, W. M.

Subdivision	Section
S 1/2 NW 1/4; SW 1/4 NE 1/4	4
S 1/2 NE 1/4; S 1/2 NW 1/4;	5
N 1/2 SW 1/4; NW 1/4 SE 1/4	6
E 1/2 NE 1/4	

STATE OF OREGON, } ss
County of Klamath }

Filed for record at request of:

Winsten H. Patterson

on this 16 day of March A. D. 19 66
at 9:55 o'clock A. M. and duly
recorded in Vol. M-66 of Deeds
Page 2231

DOROTHY ROGERS, County Clerk

By *[Signature]* Deputy
Fee 7.50

EXHIBIT A