

92008

Vol. ^m ~~8~~ Page 6681ROAD USE AGREEMENT

Whereas, ROBERT MOISIO, a single man, hereinafter referred to as "Moisio," is the owner of that portion of the E $\frac{1}{2}$ E $\frac{1}{2}$, lying South of the Sprague River, of Section 23, Township 34 South, Range 8 East, W.M., Klamath County, Oregon, and;

GIENGER ENTERPRISES INC., an Oregon corporation, hereinafter referred to as "Gienger," is the owner of the NE $\frac{1}{4}$ of Section 26, Township 34 South, Range 8 East, W.M., Klamath County, Oregon, and;

WEYERHAEUSER COMPANY, a Washington corporation, hereinafter referred to as "Weyerhaeuser," is the owner of the NW $\frac{1}{4}$ of Section 25, the SE $\frac{1}{4}$ of Section 26, and the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 34, all in Township 34 South, Range 8 East, W.M., Klamath County, Oregon, and;

CLIFTON J. PERRIN and JEANETTE F. PERRIN, husband and wife, hereinafter referred to as "Perrin," subject to a Contract of Sale to ELLIE BLEVINS and DOLORES BLEVINS, husband and wife, hereinafter referred to as "Blevins," are the owners of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, Township 34 South, Range 8 East, W.M., Klamath County, Oregon, and;

ROBERT MOISIO and DOROTHEA M. POOLE, hereinafter referred to as "Moisio and Poole," are the owners as to an undivided 1/2 interest each, of the N $\frac{1}{2}$ NW $\frac{1}{4}$ and the SE $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35, Township 34 South, Range 8 East, W.M. Klamath County, Oregon, and;

WHEREAS Moisio, Gienger, Weyerhaeuser, Blevins, and Moisio and Poole each desire an easement for the purpose of providing ingress to and egress from lands and/or timber now owned or hereafter acquired by each;

Return to: John Weyerhaeuser Co.
P.O. Box 9
Klamath Falls, OR
97601

col
31 50

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NOW, THEREFORE: In consideration of the foregoing and of the grants and agreements hereinafter made:

- A. Weyerhaeuser hereby grants and conveys to Moisio, Gienger, Blevins, and Moisio and Poole, their heirs, successors, and assigns, a perpetual non-exclusive easement upon, over and along a right of way sixty (60) feet in width over and across that portion of the E $\frac{1}{2}$ NE $\frac{1}{4}$, lying North of Sprague River Road, of Section 34, Township 34 South, Range 8 East, W.M., Klamath County, Oregon, located approximately as shown in red on the attached Exhibit A.

Subject as to said lands to all matters of public record.

- B. Weyerhaeuser hereby grants and conveys to Moisio and Gienger, their heirs, successors, and assigns, a perpetual non-exclusive easement upon, over and along a right of way over and across the west thirty (30) feet of the NW $\frac{1}{4}$ of Section 25, Township 34 South, Range 8 East, W.M., Klamath County, Oregon, located approximately as shown in yellow on the attached Exhibit A., and a perpetual non-exclusive easement upon, over and along a right of way sixty (60) feet in width over and across that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 34 South, Range 8 East, W.M., Klamath County, Oregon, located approximately as shown in lavender on the attached Exhibit A.

Subject as to said lands to all matters of public record.

- C. Moisio and Poole hereby grant and convey to Moisio, Gienger, Weyerhaeuser, and Blevins, their heirs, successors and assigns, a perpetual non-exclusive easement upon, over and along a right of way sixty (60) feet in width over and across that portion of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35, Township 34 South, Range 8 East, W.M., Klamath County, Oregon, located approximately as shown in green on the attached Exhibit A.

Subject as to said lands to all matters of public record.

- D. Blevins hereby grants and conveys to Moisio, Gienger, and Weyerhaeuser, their heirs, successors and assigns, a perpetual non-exclusive easement upon, over and along a right of way sixty (60) feet in width over and across that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, Township 34 South, Range 8 East, W.M., Klamath County, Oregon, located approximately as shown in orange on the attached Exhibit A.

Subject as to said lands to all matters of public record.

- E. Gienger hereby grants and conveys to Moisio and Weyerhaeuser, their heirs, successors and assigns, a perpetual non-exclusive easement upon, over and along a right of way over and across the east thirty (30) feet of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 26, Township 34 South, Range 8 East, W.M., Klamath County, Oregon, located approximately as shown in blue on the attached Exhibit A.

Subject as to said lands to all matters of public record.

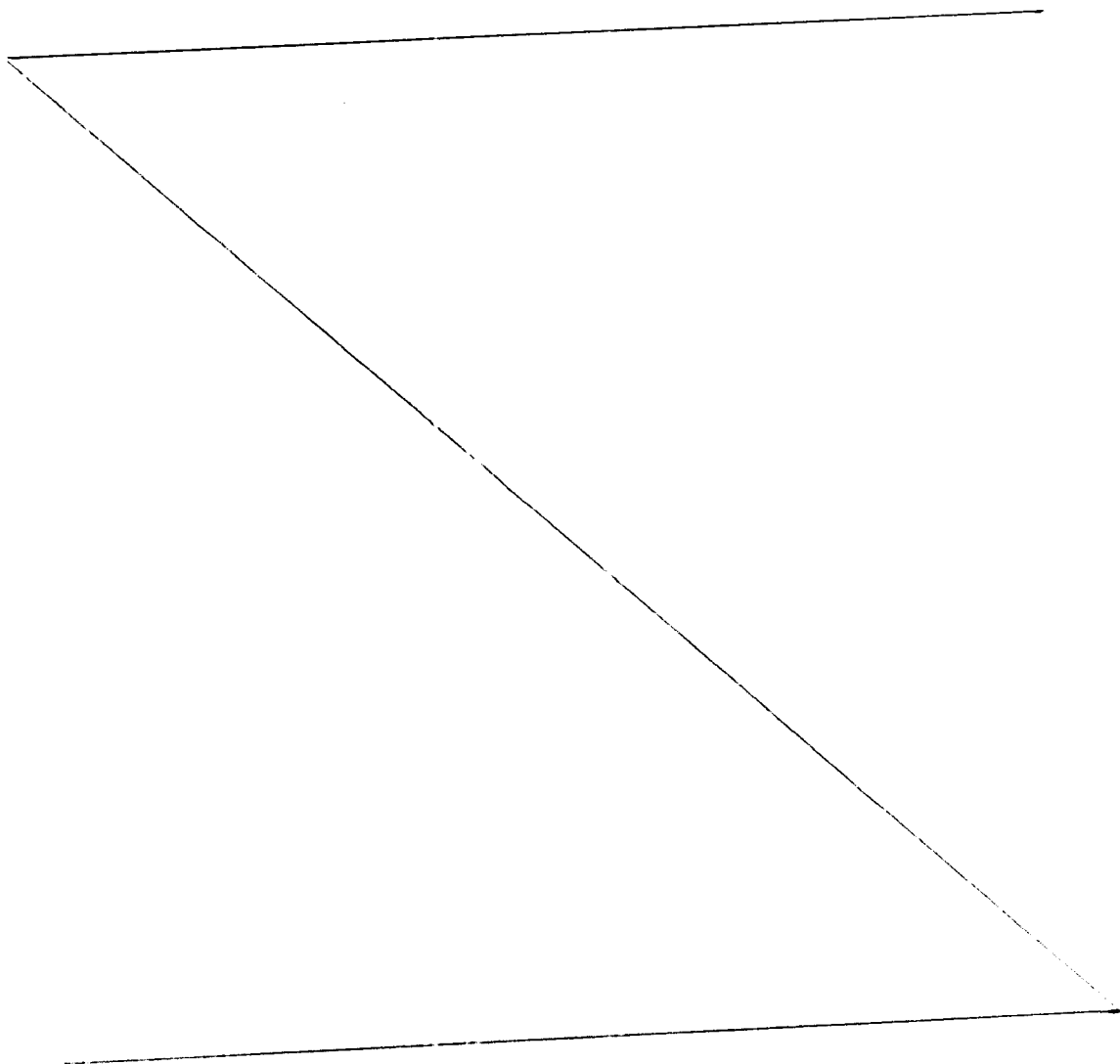
The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. The easements are conveyed for the purpose of reconstruction, use and maintenance of a road for the purpose of providing access to or from lands and/or timber now owned or hereafter acquired by the parties hereto.
2. Each party reserves for itself, its heirs, successors and assigns, the right at all times, for any purpose, to cross and recross, at any place on grade or otherwise, and to use said rights of way on land owned by it in a manner that will not unreasonably interfere with the rights granted to the other parties herein.
3. Each party 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 to the other parties herein.

4. When any 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 portions of said road, maintenance shall be in proportion to each party's use.

For the purpose of this agreement, 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.

5. Each party reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.



IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 24th day of September, 1979.

Robert Moisio
ROBERT MOISIO

GIENGER ENTERPRISES INC.

Ellie Blevins
ELLIE BLEVINS

By: J. A. Gienger

Attest: Boonie M. Richter
Vice pres.

Dolores Blevins
DOLORES BLEVINS

DOROTHEA M. POOLE

Russell O. Palmer
CLIFTON J. PERRIN

By assignment
Russell O. Palmer
JEANETTE F. PERRIN

WEYERHAEUSER COMPANY

By: Royce O. Lundquist
Land & Timber Resources Manager,
Acting

Attest: Robert H. Jorgensen
Assistant Secretary

UNITED STATES NATIONAL
BANK OF OREGON
hereby consents to the
foregoing grant affecting
and appurtenant to the
NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35,
Township 34 South, Range 8
East, W.M., Klamath
County, Oregon

By: [Signature]
Title: Vice President in Charge

Attest: [Signature]
Title: Director Banking Officer

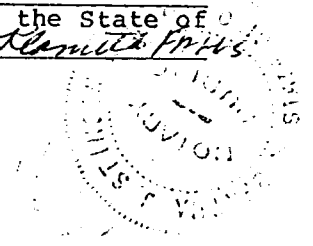
STATE OF OREGON)
COUNTY OF CLATSOP) ss.

6686

On this 5th day of March, 1979⁸⁰, before me personally appeared ROBERT MOISIO, to me known to be the individual described in, and who executed, the above and foregoing instrument and acknowledged that he signed and the same as his 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.

Beth J. Jensen
Notary Public in and for the State of
Oregon, residing at Clatsop Falls, Oregon



STATE OF)
COUNTY OF) ss.

On this 18 day of January, 1980⁷⁹, before me personally appeared ELLIE BLEVINS and DOLORES BLEVINS, 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.

Sidney F. Tucker
Notary Public in and for the State of
Oregon, residing at 2236 SE 6th
Clatsop Falls, Oregon

my commission expires April 9, 1981



STATE OF Oregon)
COUNTY OF _____) ss.

6687

On this _____ day of _____, 1979, before me personally appeared DOROTHEA M. POOLE, to me known to be the individual described in, and who executed, the above and foregoing instrument and acknowledged that she signed the same as her 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.

Notary Public in and for the State of _____, residing at _____.

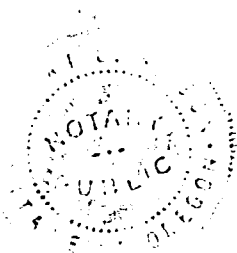
STATE OF Oregon)
COUNTY OF Clatsop) ss.

On this 17th day of January, 1980, before me personally appeared RUSSELL O. PALMER, to me known to be the individual described in, and who executed the above and foregoing instrument and acknowledged that he signed the same as his 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.

Notary Public in and for the
State of Oregon
residing at _____

My Comm. exp 4-17-83



STATE OF WASHINGTON)
COUNTY OF KING) ss. * Acting

6688

On this 25th day of September, 1979, before me personally appeared Royce O. Cornelius and Robert N. Mogensen, to me known to be the Land and Timber Resources 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, 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.

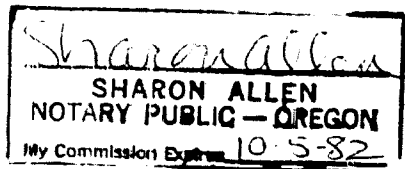
[Signature]
Notary Public in and for the State of
Washington, residing at Tacoma.

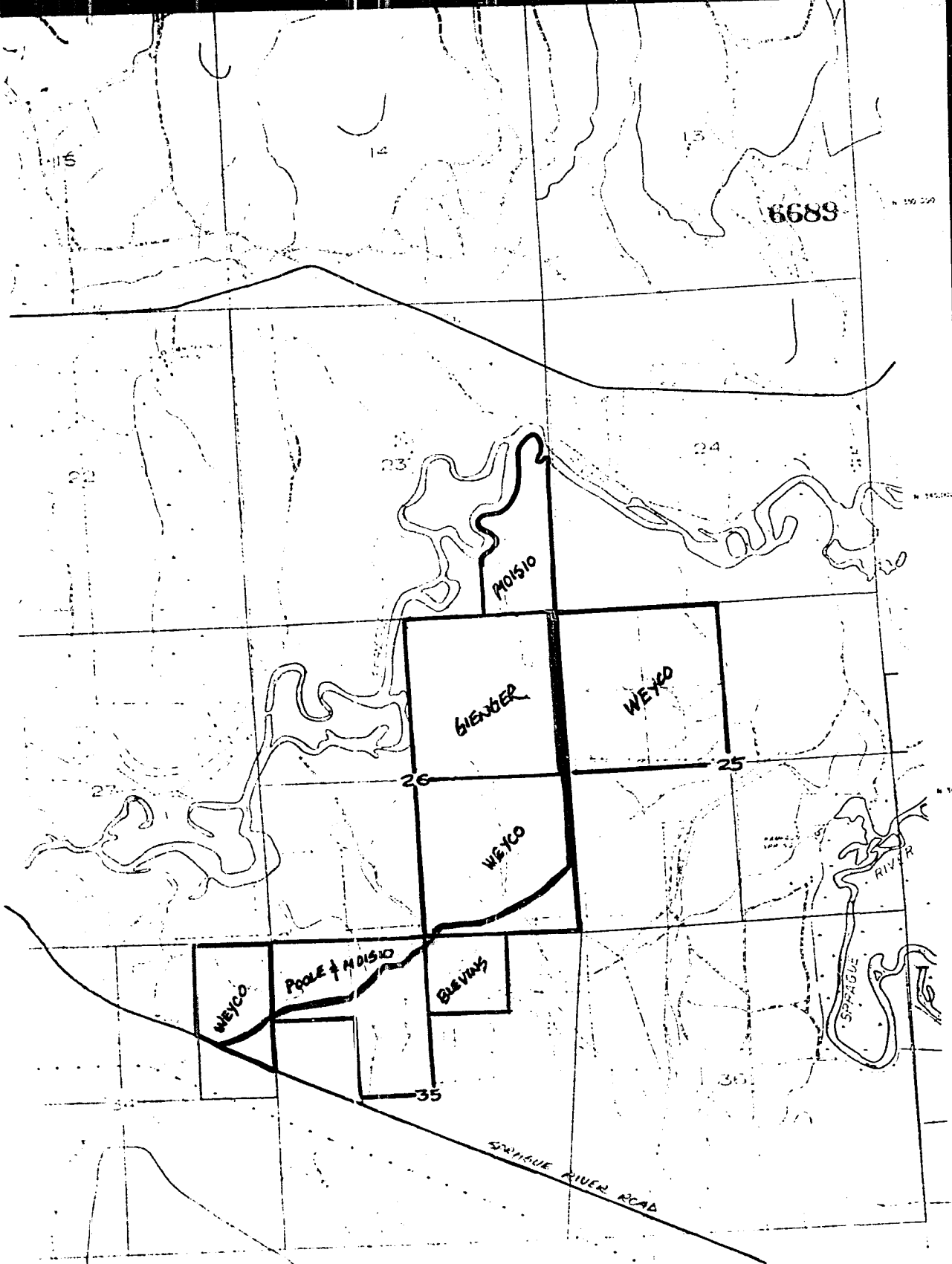
STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 20 day of February, 197⁸⁰9, before me personally appeared Leroy A. Gienger and Donnie M. Kircher, to me known to be the Treasurer and Vice-pres respectively, of GIENGER ENTERPRISES INC., 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.

[Signature]
Notary Public in and for the State of
Washington, residing at Chiloquin.
Oregon





STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 9th day of April A.D., 19 80 at 1:29 o'clock P M., and duly recorded in Vol. M80 of Deeds on Page 6681.

FEE \$31.50

WM. D. MILNE, County Clerk
By Bernetha J. Hetch Deputy

T. 34 S. - R. 8 E.

EXHIBIT A