

EASEMENT

10017

THIS EASEMENT is granted this 11th day of December, 1981, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to RODNEY MURRAY, MARCELLA BELL, ROSEMARY YOUNG, MARCELLA MURRAY and RODNEY N. MURRAY, herein called "Grantees," WITNESSETH:

I

Weyerhaeuser hereby grants and conveys to Grantees, their heirs and assigns, a perpetual nonexclusive easement upon, over and along a right of way thirty (30) feet in width over and across the following described lands in Klamath County, Oregon:

Township 34 South, Range 14 East, W.M.  
S $\frac{1}{2}$ NE $\frac{1}{4}$ ; Fr. SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$  Section 31

being fifteen (15) feet on each side of the centerline of a road located approximately as shown in red on the attached "Exhibit A."

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

II

It is mutually agreed by the parties hereto the rights herein granted are subject to the following terms and conditions:

1. The rights herein granted are for the purposes of reconstruction, use and maintenance of a road for the purpose of providing ingress to and egress from the lands now owned by Grantees in the S $\frac{1}{2}$ NE $\frac{1}{4}$  and the N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 36, Township 34 South, Range 13 East, W.M.

2. Weyerhaeuser reserves for itself, its successors and assigns, 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 Grantees hereunder.

3. 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 portions 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 facilities as nearly as possible in their present condition or as hereafter improved.

02 MAR 17 AM 9 10

cd  
90-2

3295

4. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

5. Weyerhaeuser has made no representation as to the present or future condition of its property, or the character of the traffic on its roads, and Grantees assume all risk of damage to property of and injury to Grantees in connection with the exercise of rights granted hereunder.

6. Grantees 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.

7. Weyerhaeuser reserves for itself, its successors and assigns, all timber now on or hereafter growing within said right of way.

8. If for a period of two (2) years, Grantees, their heirs or assigns, 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, Grantees, their heirs or assigns, shall furnish Weyerhaeuser, its successors or assigns, 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.

Rodney Murray  
RODNEY MURRAY

WEYERHAEUSER COMPANY

Marcella Bell  
MARCELLA BELL

By: [Signature]  
Forest Land Use Manager

Rosemary Young  
ROSEMARY YOUNG

Attest: [Signature]  
Assistant Secretary

Marcella Murray  
MARCELLA MURRAY

Rodney Murray  
RODNEY N. MURRAY

3296

STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this 14th day of December, 1981, before me personally appeared D. W. Wilbur, to me known to be the Robert N. Mogensen and Forest Land Use Manager, respectively, of Assistant Secretary 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.

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

Ernest W. Fyfe  
Notary Public in and for the State of  
Washington, residing at Federal Way.

My commission expires: 3/20/84

STATE OF Oregon } ss.  
COUNTY OF Klamath

On this 10<sup>th</sup> day of FEB, 1982, before me personally appeared RODNEY MURRAY 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.

Oris Davidson  
Notary Public in and for the State of  
Oregon residing at 1310 Main  
Klamath Falls

My commission expires: April 30, 1982

STATE OF Ore } ss.  
COUNTY OF Klamath

On this 10<sup>th</sup> day of FEB, 1982, before me personally appeared MARCELLA BELL 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.

Oris Davidson  
Notary Public in and for the State of  
Oregon residing at 1310 Main  
Klamath Falls Ore

My commission expires: April 30, 1982

STATE OF Oregon }  
COUNTY OF Klamath } ss.

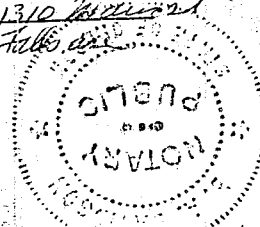
3297

On this 10<sup>th</sup> day of FEB, 1982, before me personally appeared ROSEMARY YOUNG 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.

Barth Anderson  
Notary Public in and for the State of  
Oregon residing at 1310 Main St.  
Klamath Falls, OR

My commission expires: April 30, 1982



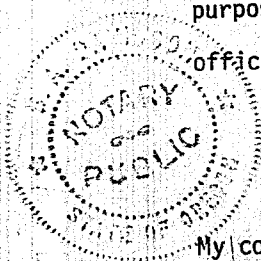
STATE OF Oregon }  
COUNTY OF Klamath } ss.

On this 10<sup>th</sup> day of FEB, 1982, before me personally appeared MARCELLA MURRAY 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.

Barth Anderson  
Notary Public in and for the State of  
Oregon residing at 1310 Main St.  
Klamath Falls, OR

My commission expires: April 30, 1982



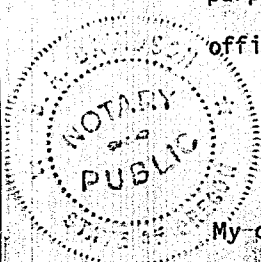
STATE OF Oregon }  
COUNTY OF Klamath } ss.

On this 10<sup>th</sup> day of FEB, 1982, before me personally appeared RODNEY N. MURRAY 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.

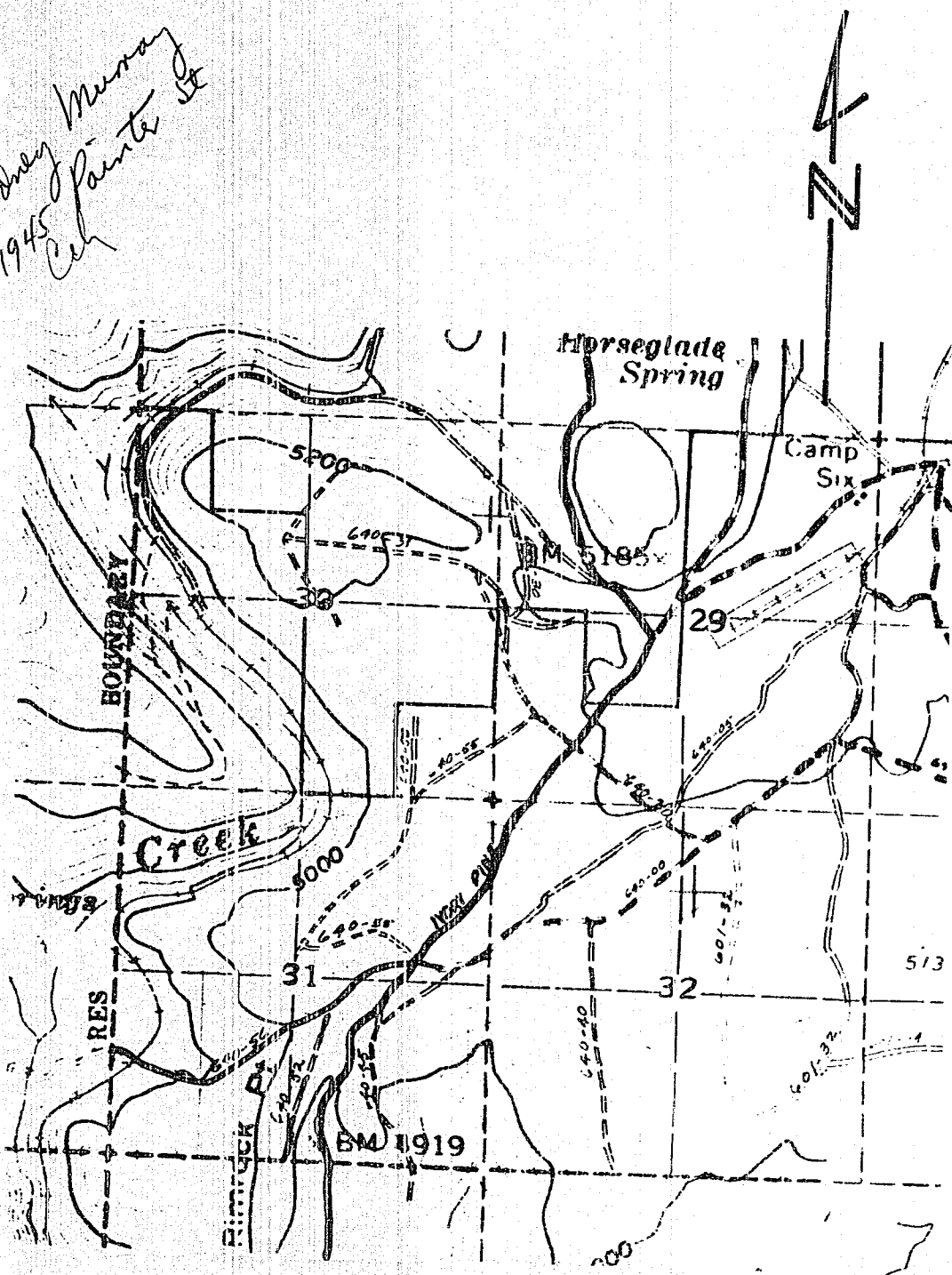
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Barth Anderson  
Notary Public in and for the State of  
Oregon residing at 1310 Main St.  
Klamath Falls, OR

My commission expires: April 30, 1982



Box - Rodney Murray  
1945 Painter St  
Ceh



Twp. 34 S. - Rge. 14 E.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at ~~Memphis~~ Memphis Tennessee

this 17 day of March A. D. 19 82 at 9:10 o'clock A M and  
duly recorded in Vol. M 82 of Deeds on p. 3294

Fee \$20.00

By Jones, Mr. Duce EVERETT BIEHN, Court Clerk

# EXHIBIT A