

42505

ROAD USE AGREEMENT

November 13 1984
EVELYN BIEHN, County Clerk
By Sam Garcia Deputy

WHEREAS, there exists a certain county road, hereafter referred to as the "Road," shown by a dotted line on the attached "Exhibit B," which begins at or near the Southwest corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), also known as Government Lot 3, of Section 30, Township 37 South, Range 10 East, W.M., Klamath County, Oregon, and runs thence North on the township and range line a distance of approximately one and one-eighth miles, and runs thence Northeasterly to its junction with the existing Swan Lake County Road, shown by a dashed line on the attached "Exhibit B," as presently constructed.

WHEREAS, JELD-WEN, INC., a corporation, hereinafter referred to as "Jeld-Wen," DOROTHY COLLMAN, hereinafter referred to as "Collman," FRANK GABRIEL, JR. and LINCOLN R. GABRIEL, hereinafter referred to as "Gabriels," MATEO N. MENA and GEORGEANNA A. MENA, hereinafter referred to as "Menas," CHARLES H. COLLMAN and VIVIAN J. COLLMAN, hereinafter referred to as "Charles H. and Vivian J. Collman," and WILLIAM M. KENNEDY and BARBARA H. KENNEDY, hereinafter referred to as "Kennedys," all own or have an interest in lands crossed by said Road.

WHEREAS, said Road is necessary for ingress to and egress from lands now owned by Jeld-Wen, Collman, Gabriels, Charles H. and Vivian J. Collman (Menas being contract purchasers of Charles H. and Vivian J. Collman's lands), Kennedys, WILLIAM F. MARSHALL and OLIVE H. MARSHALL, hereinafter referred to as "Marshalls," and WEYERHAEUSER COMPANY, a Washington corporation, hereinafter referred to as "Weyerhaeuser."

WHEREAS, the parties hereto have petitioned the BOARD OF COUNTY COMMISSIONERS IN AND FOR THE COUNTY OF KLAMATH, STATE OF OREGON for the vacation of said Road.

WHEREAS, the parties hereto agree to hereby grant easement rights to the others as hereinafter specified concurrently with the vacation of said Road.

WHEREAS, the parties hereto agree that the easements herein granted shall be for the reconstruction, use and maintenance of said Road upon, over and across a strip of land sixty-six (66) feet in width, being thirty-three (33) feet on each side of the centerline of said Road as it presently exists or is hereafter reconstructed.

NOW, THEREFORE,

1. Jeld-Wen, concurrently with the vacation of said Road by the County, hereby grants and conveys to Collman, Gabriels, Charles H. and Vivian J. Collman, and Menas, as contract purchasers, Kennedys, Marshalls, and Weyerhaeuser the perpetual nonexclusive right to reconstruct, use and maintain said Road upon, over and across so much of its property, described on the attached Exhibit A, as is within a strip of land sixty-six feet in width, being thirty-three feet on each side of the centerline of said Road as now constructed or hereafter reconstructed.
2. Collman, concurrently with the vacation of said Road by the County, hereby grants and conveys to Gabriels, Charles H. and Vivian J. Collman, and Menas, as contract purchasers, Kennedys, Marshalls, and Weyerhaeuser the perpetual nonexclusive right to reconstruct, use and maintain said Road upon, over and across so much of her property, described on the attached Exhibit A, as is within a strip of land sixty-six feet in width, being thirty-three feet on each side of the centerline of said Road as now constructed or hereafter reconstructed.
3. Gabriels, concurrently with the vacation of said Road by the County, hereby grant and convey to Charles H. and Vivian J. Collman, and Menas, as contract purchasers, Kennedys, Marshalls, and Weyerhaeuser the perpetual nonexclusive right to reconstruct, use and maintain said Road upon, over and across so much of their property, described on the attached Exhibit A, as is within a strip of land sixty-six feet in width, being thirty-three feet on each side of the centerline of said Road as now constructed or hereafter reconstructed.
4. Charles H. and Vivian J. Collman, and Menas, as contract purchasers, concurrently with the vacation of said Road by the County, hereby grant and convey to Gabriels, Kennedys, Marshalls, and Weyerhaeuser the perpetual nonexclusive right to reconstruct, use and maintain said Road upon, over and across so much of their property, described on the attached Exhibit A, as is within a strip of land sixty-six feet in width, being thirty-three feet on each side of the centerline of said Road as now constructed or hereafter reconstructed.

5. Kennedys, concurrently with the vacation of said Road by the County, hereby grant and convey to Charles H. and Vivian J. Collman, and Menas, as contract purchasers, Marshalls, and Weyerhaeuser the perpetual nonexclusive right to reconstruct, use and maintain said Road upon, over and across so much of Kennedy's property, described on the attached Exhibit A, as is within a strip of land sixty-six feet in width, being thirty-three feet on each side of the centerline of said Road as now constructed or hereafter reconstructed.

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

A. The easements are conveyed for the purposes of reconstruction, use and maintenance of a road for the purpose of providing ingress to and egress from lands and/or timber now owned or hereafter acquired by the parties hereto.

B. Each party hereto reserves for itself 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 on lands owned by it and to use the road on said right of way in a manner that will not unreasonably interfere with the rights granted to the other parties hereunder.

C. Each party hereto reserves to itself all timber now on, or hereafter growing within, the right of way on its said lands.

D. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses said road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road or a portion thereof is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use commenced. During

periods when more than one party is using said road, or a portion thereof, each party's share of maintenance and resurfacing shall be pro rata in proportion to its use thereof.

For the purposes 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.

E. Each of the parties hereto may permit its contractors, lessees, purchasers of timber and other valuable materials, licensees, and their agents to exercise the rights granted to it herein.

F. This Road Use Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of this 9th day of September, 1983.

JELD-WEN, INC.

Dorothy Collman
Dorothy Collman

By: [Signature]
Attest: [Signature]

Frank Gabriel, Jr.
Frank Gabriel, Jr.

WEYERHAEUSER COMPANY

By: [Signature]
Forest Land Use Manager
Attest: [Signature]
Assistant Secretary

Lincoln R. Gabriel
Lincoln R. Gabriel

Charles H. Collman
Charles H. Collman

William M. Kennedy
William M. Kennedy

Vivian J. Collman
Vivian J. Collman

Barbara H. Kennedy
Barbara H. Kennedy

Mateo N. Mena
Mateo N. Mena

Olive H. Marshall
Olive H. Marshall

Georgeanna A. Mena
Georgeanna A. Mena

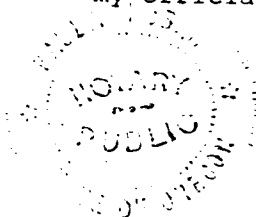
William F. Marshall
William F. Marshall

STATE OF Oregon)
COUNTY OF Clatsop) ss.

20328

On this 9th day of August, 1984, before me personally appeared Dorothy Colman, 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.

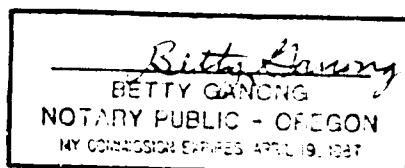


Paula M. Davis 3-22-88
Notary Public in and for the State of
Oregon residing at Blacks Falls

STATE OF Oregon)
COUNTY OF Clatsop) ss.

On this 26 day of July, 1984, before me personally appeared Frank Gabriel, Jr., 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.

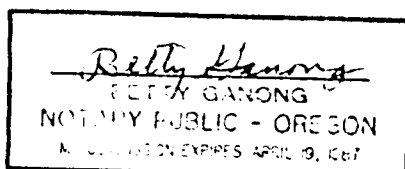


Betty Ganong
Notary Public in and for the State of
Oregon residing at Blacks Falls

STATE OF Oregon)
COUNTY OF Clatsop) ss.

On this 26 day of July, 1984, before me personally appeared Lincoln R. Gabriel, 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.



Betty Ganong
Notary Public in and for the State of
Oregon residing at Blacks Falls

STATE OF Oregon)
) ss.
COUNTY OF Clatsop)

On this 3rd day of July, 1984, before me personally appeared William M. Kennedy, 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.

Laurene L. Lauf
Notary Public in and for the State of
Oregon residing at Clatsop Falls
August 11, 1987

STATE OF Oregon)
) ss.
COUNTY OF Clatsop)

On this 3rd day of July, 1984, before me personally appeared Barbara H. Kennedy, 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.

Laurene L. Lauf
Notary Public in and for the State of
Oregon residing at Clatsop Falls
August 11, 1987

STATE OF Oregon)
) ss.
COUNTY OF Clatsop)

On this 27th day of August, 1984, before me personally appeared Charles H. Collman, 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.

Ernest T. White
Notary Public in and for the State of
Oregon residing at Clatsop Falls
My Commission Expires Feb. 25, 1988

STATE OF Oregon)
COUNTY OF Klamath) ss.

20330

On this 27th day of August, 1984, before me personally appeared Vivian J. Collman, 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.

Everett T. White
Notary Public in and for the State of
Oregon residing at Klamath Falls

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 2nd day of AUGUST, 1984, before me personally appeared Mateo N. Mena, 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.

Donella Munda 5/21/85
Notary Public in and for the State of
OREGON residing at KLAMATH FALLS

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 2nd day of AUGUST, 1984, before me personally appeared Georgeanna A. Mena, 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.

Donella Munda 5/21/85
Notary Public in and for the State of
OREGON residing at KLAMATH FALLS

20331

STATE OF Oregon)
COUNTY OF Klamath) ss.

On this 6th day of Sept, 1984, before me personally appeared Olive H. Marshall, 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.

William J. Seaman
Notary Public in and for the State of
Oregon residing at Klamath Falls
my commission expires 01/01/1986

STATE OF Oregon)
COUNTY OF Klamath) ss.

On this 5th day of Sept, 1984, before me personally appeared William F. Marshall, 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.

William J. Seaman
Notary Public in and for the State of
Oregon residing at Klamath Falls
my commission expires 01/01/1986

STATE OF Oregon)
COUNTY OF Klamath) ss.

On this 15th day of October, 1984, before
me personally appeared R. C. Wendt
and L. V. Wetter, to me known to
be the Secretary
and Executive Vice President

respectively, of JELD-WEN, 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.



Robert M. [Signature]
Notary Public in and for the State of
Oregon residing at Klamath Falls.

20323

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 9th day of September, 1983, before me personally
appeared D. W. Wilbur and
Robert N. Mogensen, to me known to
be the Forest Land Use Manager and
Assistant Secretary, respectively, of
WEYERHAEUSER COMPANY, the corporation that executed the within and
foreigning 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.

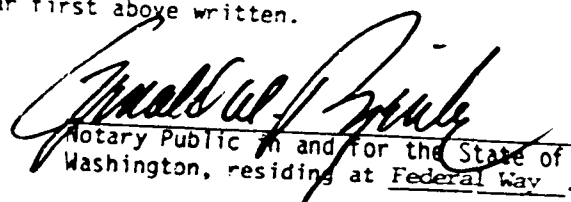

Notary Public in and for the State of
Washington, residing at Federal Way.

EXHIBIT A

20334

	<u>Sec.</u>	<u>Twp.</u>	<u>Rge., W.M.</u>
<u>Jeld-Wen Lands</u>			
SE $\frac{1}{4}$ NW $\frac{1}{4}$: Government Lot 3	19	37S	10E
<u>Collman Lands</u>			
E $\frac{1}{4}$ SE $\frac{1}{4}$	24	37S	9E
NE $\frac{1}{4}$ NE $\frac{1}{4}$	25	37S	9E
Government Lot 4	19	37S	10E
Government Lot 1	30	37S	10E
<u>Gabriel Lands</u>			
SE $\frac{1}{4}$ NE $\frac{1}{4}$	25	37S	9E
<u>Charles H. & Vivian J. Collman Lands</u>			
Government Lots 2 and 3	30	37S	10E
<u>Kennedy Lands</u>			
NE $\frac{1}{4}$ SE $\frac{1}{4}$	25	37S	9E

All of the above described lands are situate within Klamath County, Oregon.

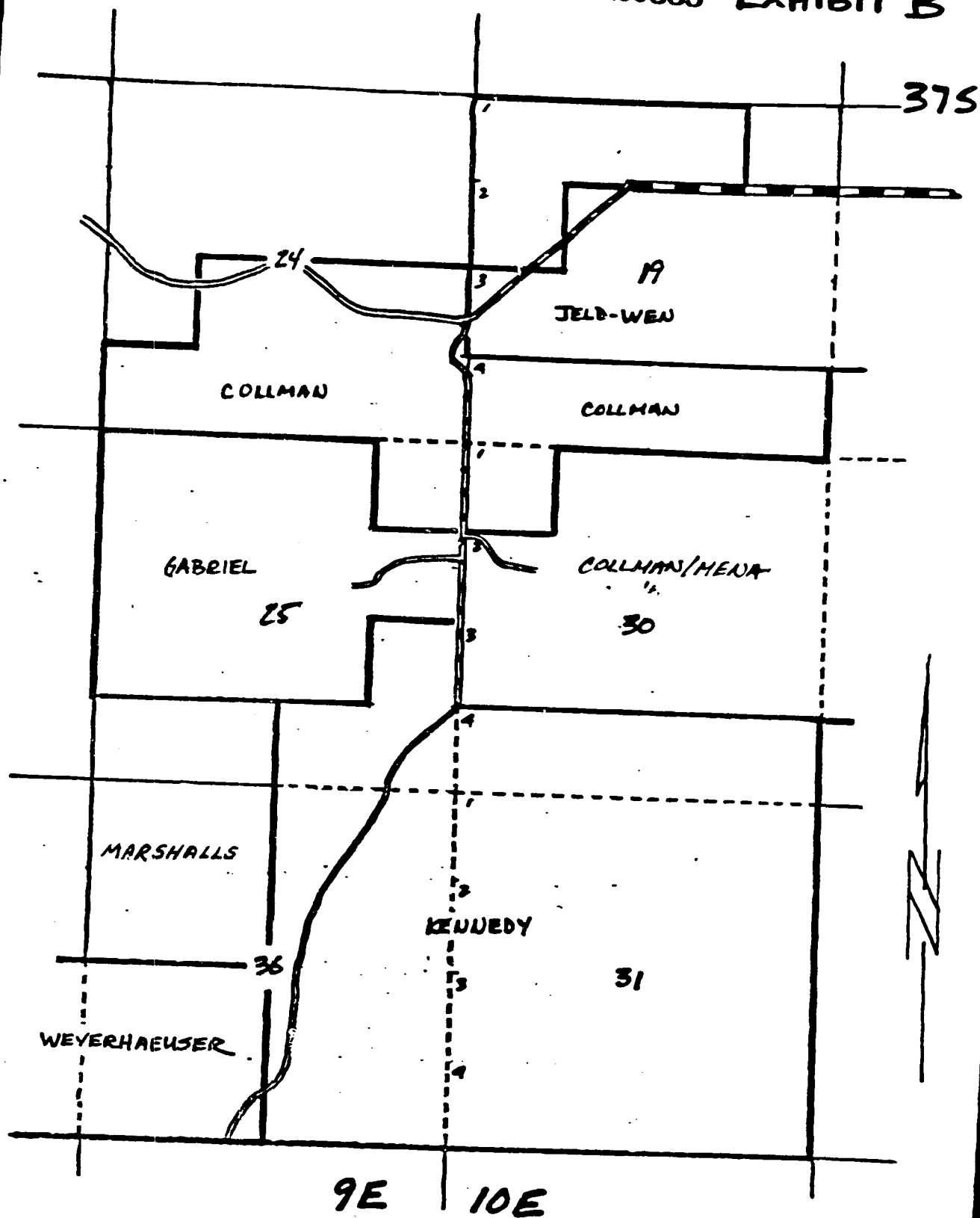


EXHIBIT B

KLAMATH COUNTY

SWAN LAKE COUNTY ROAD
EASEMENT ROAD

STATE OF OREGON: COUNTY OF KLAMATH:SS
I hereby certify that the within instrument was received and filed for
record on the 4th day of December A.D., 1984 at 2:41 o'clock PM,
and duly recorded in Vol 184, of Deeds on page 20324.

Fee: \$ 49.00

EVELYN BIRN, COUNTY CLERK
by: Sumatha S. Ketch, Deputy