

## EASEMENT AND AGREEMENT

Vol. m85 Page 9224

THIS EASEMENT is granted this 15th day of May, 1984, by LORETTA M. HOOD, as to an undivided one-half interest, and WARREN McNEELY, as to an undivided one-half interest, herein called "Grantors," to WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," WITNESSETH:

## I

Grantors, for and in consideration of the faithful observance and strict performance of the terms and conditions hereof, hereby grant and convey to Weyerhaeuser a perpetual nonexclusive easement, in gross, upon, over and along a right of way thirty (30) feet in width, being the West thirty (30) feet of the following described lands in Klamath County, Oregon:

A tract of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 1, Township 40 South, Range 7 East, W.M., being a portion of Lot 19, Pondosa, a duly recorded subdivision, more particularly described as follows:

- Beginning at a 5/8 inch iron pin on the South line of the NE $\frac{1}{4}$  of said Section 1, said point being N 89° 56' 00" E, 385.40 feet from the center one-quarter corner of said Section 1;
- Thence N 00° 01' 00" E, 864.39 feet to the Westerly right of way line of Harkens Drive, said point being the beginning of a curve to the left (radius point bears N 57° 40' 00" E, 80.00 feet, central angle = 90°);
- Thence along the arc of said curve 125.66 feet to the end of said curve;
- Thence N 57° 40' 00" E along the Southeasterly right of way line of said Harkens Drive 426.32 feet;
- Thence S 00° 01' 00" W, 1,067.05 feet to the South line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 1;
- Thence S 89° 56' 00" W, 470.55 feet to the point of beginning.

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 construction, reconstruction, use and maintenance of a road for the purpose of providing ingress to and egress from lands and timber, now owned or hereafter acquired, by Weyerhaeuser in Section 1, Township 40 South, Range 7 East, W.M.

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21.00

2. Weyerhaeuser will construct said road, with a cinder running surface of fourteen (14) feet, at its sole cost and expense.

3. Grantors reserve for themselves 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 Weyerhaeuser hereunder.

4. 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 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. Grantors have made no representation as to the present or future condition of their property, or the character of the traffic on their roads, and Weyerhaeuser assumes all risk of damage to property of and injury to Weyerhaeuser in connection with the exercise of rights granted hereunder.

6. Weyerhaeuser shall indemnify and hold harmless Grantors against all claims or liabilities asserted by third persons resulting directly or indirectly from Weyerhaeuser's acts or omissions hereunder whether negligent or otherwise.

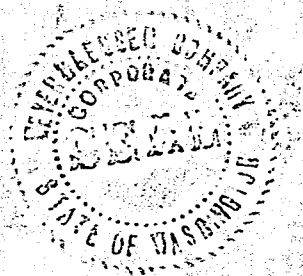
7. Grantors reserve for themselves all timber now on or hereafter growing within said right of way.

8. As partial consideration for the grant hereinabove made, Weyerhaeuser hereby grants to Grantors permission to cut and remove a maximum of ten (10) cords of firewood per year from Weyerhaeuser's lands in said Section 1; provided, however, such permission shall extend only to dead and down timber; and provided further that Grantors shall do no damage to Weyerhaeuser land, timber or reproduction. Said permission is personal to Grantors and is nonassignable.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year hereinabove first written.

WEYERHAEUSER COMPANY



By: *D. W. Wilbur*  
Forest Land Use Manager

Attest: *Robert N. Mogensen*  
Assistant Secretary

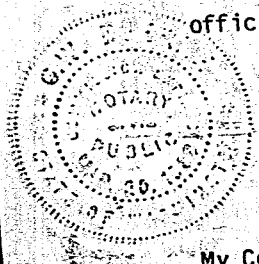
*Loretta M. Hood*  
LORETTA M. HOOD, as to an  
undivided one-half interest

*Warren McNeely*  
WARREN MCNEELY, as to an  
undivided one-half interest

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 16th day of May, 1984, 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 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.



*D. W. Wilbur*  
Notary Public in and for the State of  
Washington, residing at Federal Way.

My Commission expires:

March 20, 1988

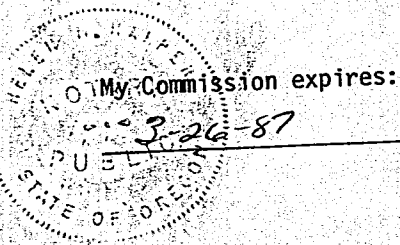
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STATE OF OREGON }  
COUNTY OF KLAMATH } ss.

On this 25 day of June, 1984, before me personally appeared LORETTA M. HOOD, 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.

Devin M. Harper  
Notary Public in and for the State of  
Oregon residing at Klamath Falls, Or

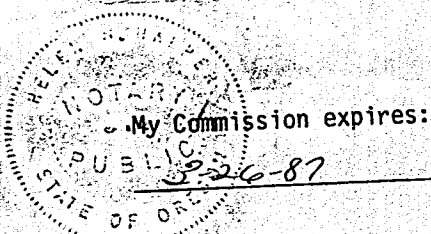


STATE OF OREGON }  
COUNTY OF KLAMATH } ss.

On this 25 day of June, 1984, before me personally appeared WARREN McNEELY 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.

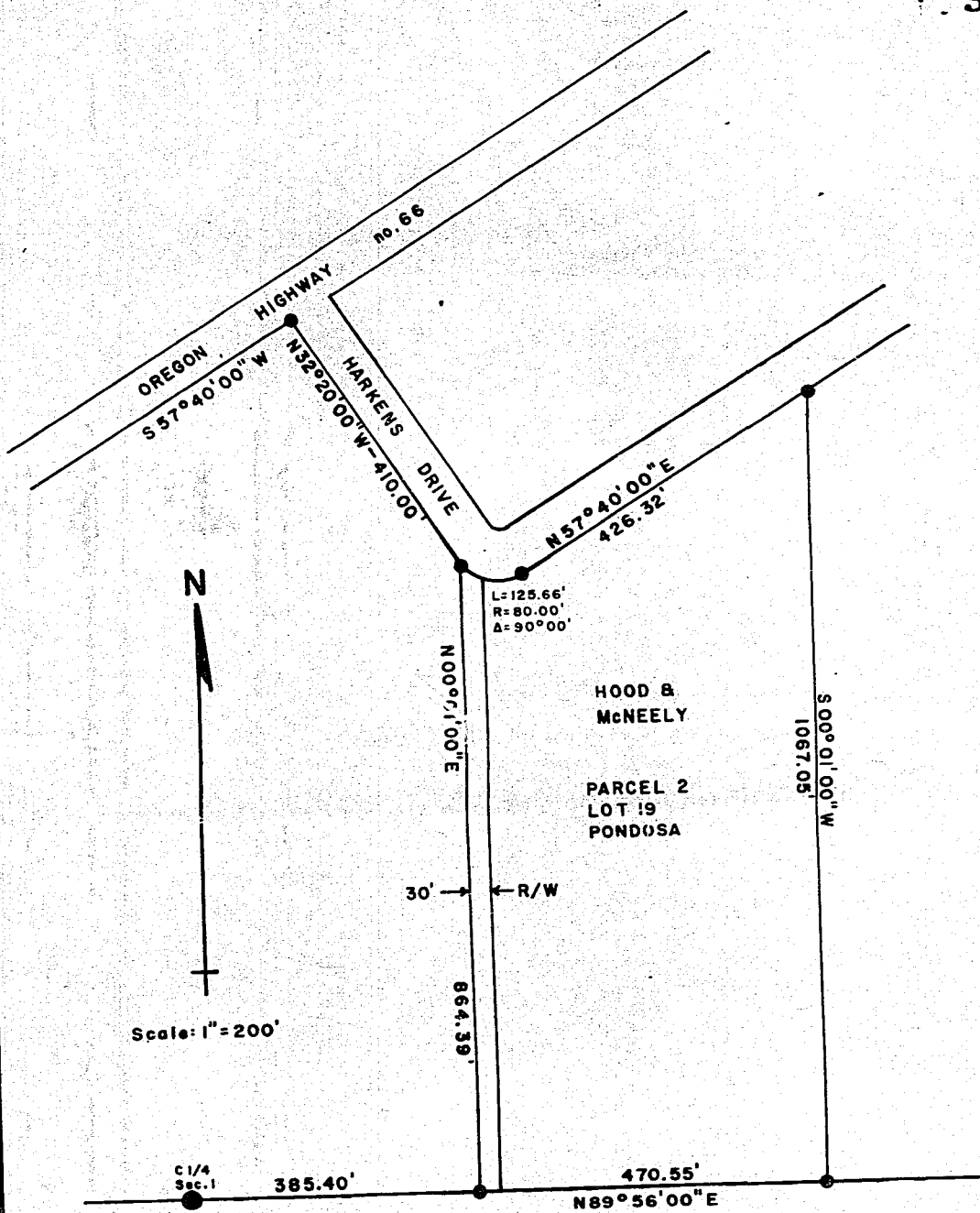
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Devin M. Harper  
Notary Public in and for the State of  
Oregon residing at Klamath Falls, Or



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

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WEYERHAEUSER CO.

# HOOD, McNEELY R/W AGREEMENT

SEC. 1, T. 40S., R. 7E., W.M.

APR., 1984

EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH:ss  
I hereby certify that the within instrument was received and filed for  
record on the 18th day of June A.D., 1985 at 2:40 o'clock P M,  
and duly recorded in Vol. 185, of Deeds on page 9224.

EVELYN BIEHN, COUNTY CLERK

by: Pam Smith, Deputy

Fee: \$ 21.00