

EASEMENT

THIS EASEMENT granted this 15th day of July, 1985 by WEYERHAEUSER COMPANY, a Washington corporation, hereinafter called "Weyerhaeuser," to LOUIS RANDALL AND MARIEN RANDALL, husband and wife, hereinafter called "Grantees," WITNESSETH:

Weyerhaeuser for and in consideration of the faithful observance and strict performance of the terms and conditions hereof, hereby grants to Grantees a perpetual easement and right-of-way ten (10) feet in width to use, maintain, operate and repair a ditch and to take water from an existing spring, all hereinafter referred to as "water system," on, over and across the following described lands in Klamath County, Oregon:

SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 7-38S-15E, W.M.
NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 18-38S-15E, W.M.

being five (5) feet on each side of the centerline of the water system located approximately as shown in red on the attached Exhibit A.

This easement is granted subject to the following terms and conditions:

1. Weyerhaeuser reserves the right to cross and recross the lands occupied by the ditch on grade or otherwise by any means for any purpose, and further reserves the right to use said lands for any purpose not inconsistent with the rights herein granted.
2. Weyerhaeuser shall not be liable for damage to the water source, water quality or the water system, caused by or resulting from Weyerhaeuser's logging, road building, silviculture or other operations; provided, however, that such operations shall be conducted in the usual and normal manner, and that reasonable care shall be taken to prevent damage to said water system.
3. Weyerhaeuser has made no representations as to the present or future quantity or quality of water obtainable from its lands, and Grantees assume all risk of damage to their water system or injury to themselves in connection with the exercise of rights hereunder.
4. Grantees shall be liable to Weyerhaeuser for, and hereby covenant to pay for, all loss or damage to the property of Weyerhaeuser caused by or resulting from Grantee's exercise of rights hereunder.

5. Grantees shall indemnify and hold harmless Weyerhaeuser against all claims or liabilities asserted by third persons resulting directly or indirectly from Grantee's exercise of rights hereunder.

6. This easement shall remain in effect until abandoned by Grantees on two years' non-use of this water system.

7. This easement, and the terms and conditions hereof, shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this easement as of the day and year first above written.

WEYERHAEUSER COMPANY

Louis Randall
LOUIS RANDALL

D. W. Wilbur
Forest Land Use Manager

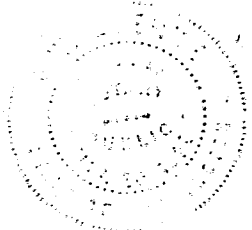
Marien Randall
MARIEN RANDALL

Robert N. Mogensen
Assistant Secretary

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 17th day of July, 1985, 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.



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

NW 1/6

CN 1/6

5-14-85
CWX

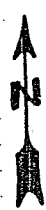
13090

CW 1/6

ROCK
FLAT

— LEGEND —

- DITCH ———→
- MEADOW ———→
- AI CAP ●
- BRASS CAP ◆
- SPRING ○→



SW 1/6

CS 1/6

W 1/6

1/4
Sec 7

Sec 18

ROBINSON SPR.

SCALE: 1" = 330'

Weyerhaeuser Co
P.O. Box 7
K.F.O

SECTIONS 7 & 18 - TRAC-RISE, W.M.
STATE OF OREGON: COUNTY OF KLAMATH: ss.

EXHIBIT A

Filed for record at request of _____ the 19th day
of August A.D., 19 85 at 2:14 o'clock P.M., and duly recorded in Vol. 185
of Deeds on Page 13088

FEE \$13.00

EVELYN BIEHN County Clerk
By *[Signature]*