

78254

K-34757  
EASEMENT

687-1227

Vol. M81 Page 14833

THIS EASEMENT is granted this 12th day of August, 1987, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to RODNEY M. HARPER and KAREN E. HARPER, husband and wife, herein called "Harper," WITNESSETH;

I.

Weyerhaeuser, for Ten Dollars (\$10.00) and other valuable consideration, hereby grants to Harper, their heirs and assigns, a perpetual nonexclusive easement upon, over and along a right of way thirty (30) feet in width over and across a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 5, Township 39 South, Range 8 East, W.M., Klamath County, Oregon, 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 hereinabove 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 land now owned by Harper described as the N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6, Township 39 South, Range 8 East, W.M., Klamath County, Oregon.
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 Harper 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 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.

4. 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 Harper assumes all risk of damage to property of and injury to Harper in connection with the exercise of rights granted hereunder.

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

6. Harper shall be liable to Weyerhaeuser for, and hereby covenants to pay for, all loss or damage to the property of Weyerhaeuser caused by or resulting from Harper's exercise of rights hereunder.

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 Harper, 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, Harper, 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.

ACCEPTED:

Rodney M. Harper  
RODNEY M. HARPER

Karen E. Harper  
KAREN E. HARPER

WEYERHAEUSER COMPANY

By: Wesley  
Forest Land Use Manager

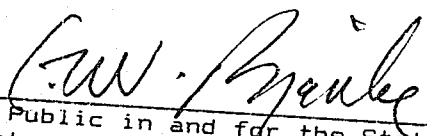
Attest: Robert M. Mogensen  
Assistant Secretary

14835

STATE OF WASHINGTON       )  
                                  ) ss.  
COUNTY OF KING        )

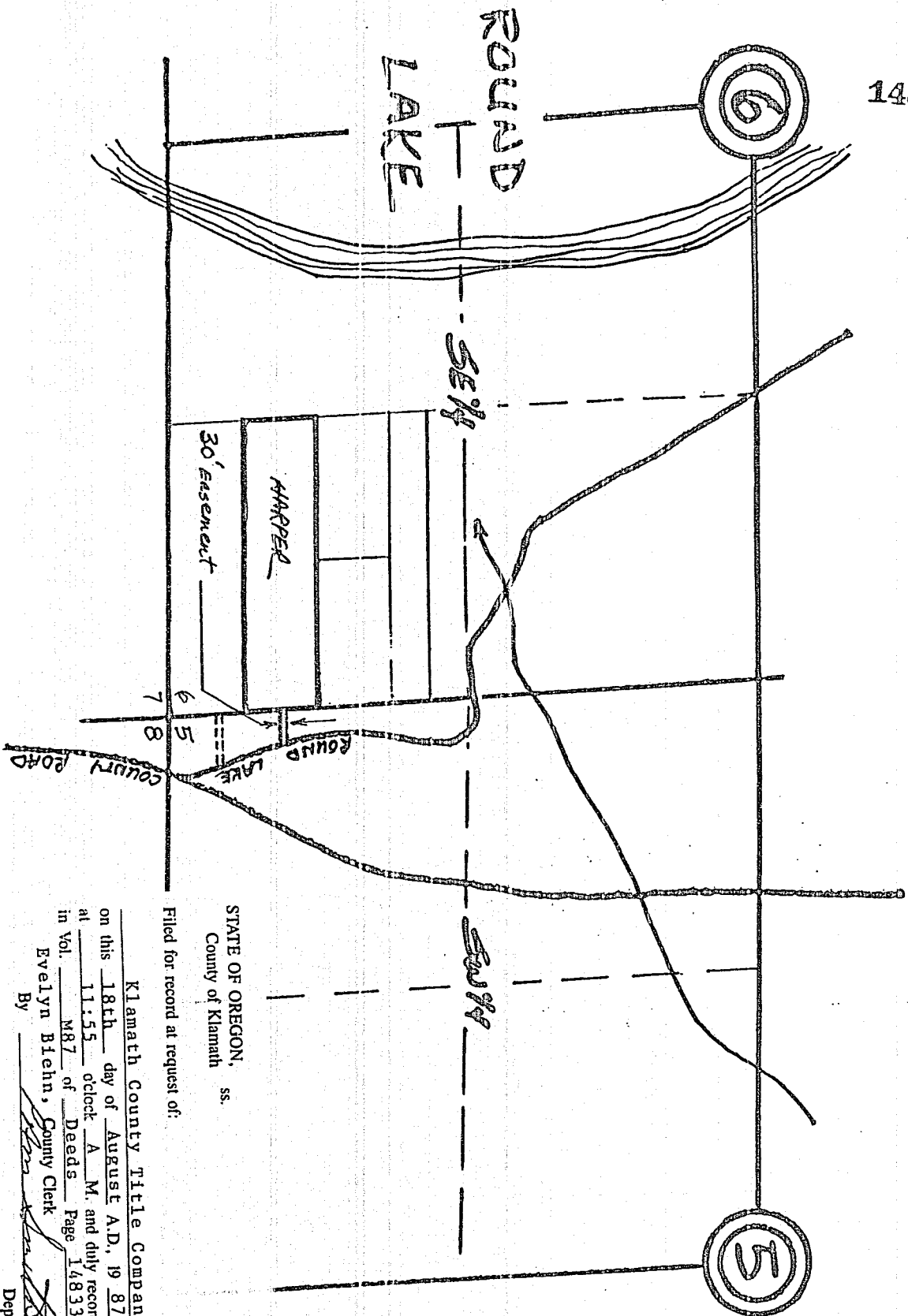
On this 13th day of August, 1987, before me  
personally appeared D. W. Wilbur and  
Robert N. Mogensen, to me known to be the Forest Land Use  
Manager and Assistant Secretary, respectively, of WEYERHAEUSER  
COMPANY, the corporation that executed the within and foregoing  
instrument, and acknowledged 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.

  
\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Seattle  
My Appointment expires: March 20, 1988

# EXHIBIT A

14836



STATE OF OREGON, ss.  
County of Klamath

Filed for record at request of:

Klamath County Title Company  
on this 18th day of August A.D., 19 87  
at 11:55 o'clock A M. and duly recorded  
in Vol. 14836 of Deeds Page 14833

Evelyn Blehn, County Clerk

By [Signature] Deputy.

Fee, \$17.00

T.395. - R.B.E., W.M.  
KLAMATH COUNTY, OR  
EXHIBIT A