

44801

EASEMENTVol. mg 2 Page 10377

THIS EASEMENT is granted this 3rd day of April, 1992, by **WEYERHAEUSER COMPANY**, a Washington corporation, herein called "Weyerhaeuser," to **HARRY JAMES DREW**, herein called "Grantee," WITNESSETH:

## I.

Weyerhaeuser, for TEN DOLLARS (\$10.00) and other valuable consideration, hereby grants to Grantee a perpetual, nonexclusive easement upon, over and along a right of way thirty-three (33) feet in width over and across portions of the following described lands in Klamath County, Oregon:

DescriptionSec-Twp-Rge, W.M.

Gov't Lot 2

19 35S 14E

being sixteen and one-half (16½) feet on each side of the center line of a road located approximately as shown on the attached Exhibit A.

## II.

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

1. For the purposes of this Easement, the words and terms "center line," "portion," "right of way," "road," "road facility," "road segment," "road structure," and "roadway" shall refer to the plural as well as the singular.

2. The rights herein granted are for the purposes of construction, reconstruction, use and maintenance of a road, herein referred to as "road," for the purpose of providing ingress to and egress from lands now owned by Grantee in the SE¼NW¼ of Section 19, Township 35 South, Range 14 East, W.M., Klamath County, Oregon.

3. Weyerhaeuser reserves 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 Grantee hereunder.

4. Weyerhaeuser may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it

herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted Grantee hereunder.

5. 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 portion 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 facility as nearly as possible in their present condition or as hereafter improved.

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

7. Grantee 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.

8. Grantee 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 Grantee's exercise of rights hereunder.

9. Weyerhaeuser reserves all timber now on or hereafter growing within said right of way.

10. Grantee recognizes that Weyerhaeuser's lands in the area are managed for commercial forestry including logging, slash burning, other fire control, silvicultural site preparation, forest roads, aerial and ground application of forest chemicals, and other silvicultural practices which often create noise, dust, visual impacts and other alterations of the forest environment. In conducting such operations Weyerhaeuser will comply with all laws and regulations applying in commercial forest areas. No additional restrictions shall be imposed on Weyerhaeuser's forest management operations because of proximity to any uses of Grantee's lands dependent on or facilitated by this easement.

11. The rights and obligations herein shall inure to the benefit of and be binding upon the respective heirs, devisees, successors and assigns of the parties hereto.

12. This grant and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting this property.

13. If for a period of two (2) years Grantee 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, Grantee shall furnish Weyerhaeuser a statement in recordable form evidencing such termination.

14. The parties agree that certain Easement, in favor of Frederick W. Hyde and Elizabeth H. Hyde, Grantee's predecessors in interest, as recorded in Klamath County in Volume M-78, Page 16607, is hereby terminated and superseded.

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

ACCEPTED:

Harry James Drew  
HARRY JAMES DREW

WEYERHAEUSER COMPANY

By: Don W. Wiersma  
Forest Land Use Manager

Attest: Pamela M. Redmon  
Assistant Secretary

10380

STATE OF WASHINGTON)  
COUNTY OF KING ) ss.

This day personally appeared before the undersigned Notary Public in and for said County in said State, D. W. Wilbur and Pamela M. Redmon, being Forest Land Use Manager and Assistant Secretary, respectively of WEYERHAEUSER COMPANY, a corporation, who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein expressed, for and on behalf of said corporation, being duly and legally authorized to do so.

Given under my hand and official seal this 3rd day of April, 1992.

G.W. Bjerke  
Notary Public

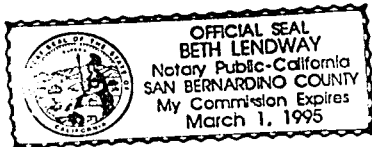
My Commission expires: March 20, 1996

G.W. BJERKE  
STATE OF WASHINGTON  
NOTARY -- PUBLIC  
My Commission Expires 3-20-96

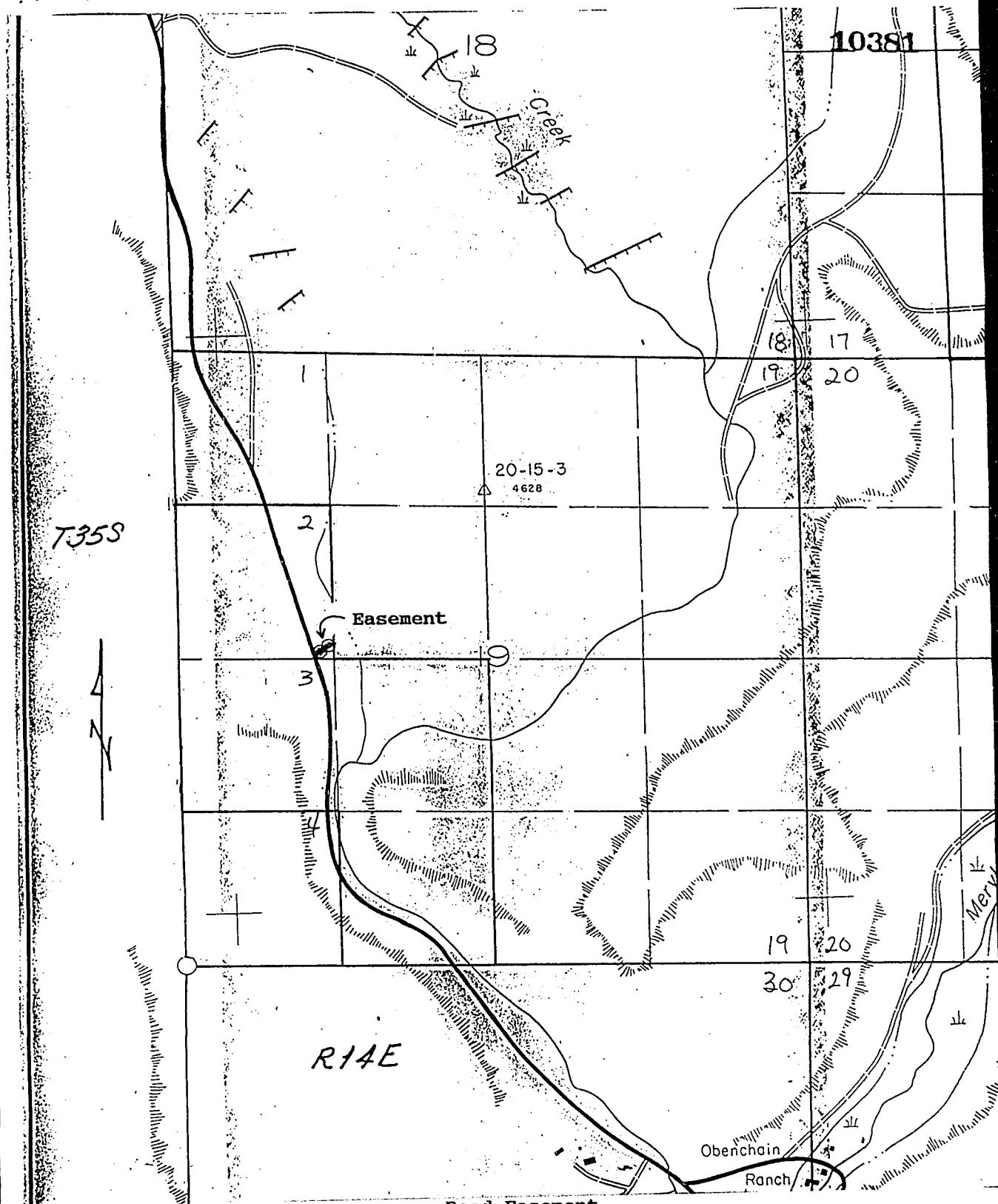
STATE OF California,  
COUNTY OF San Bernardino ss.

On this 17 day of April, 1992, before me personally appeared HARRY JAMES DREW, 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.



Beth Lendway  
Notary Public in and for the State of California residing at Buena Vista.  
My Commission expires: 3-1-95



**Road Easement**  
**Weyerhaeuser to Harry James Drew**  
**Gov't Lot 2 of Section 19-T35S-R14E, W.M.**  
**Klamath County, Oregon**

**Easement:**

STATE OF OREGON: COUNTY OF KLAMATH: ss. **EXHIBIT A**

Filed for record at request of Harry J. Drew the 13th day  
of May A.D., 19 92 at 9:10 o'clock A M., and duly recorded in Vol. M92  
of Deeds on Page 10377.

Evelyn Biehn - County Clerk

By *Quinn M. Mendenhall*

FEE \$50.00

Return: Harry J. Drew  
P.O. Box 775, Barstow, Ca. 92312