

94275

EASEMENT

THIS EASEMENT is granted this 22 day of Feb, 1994, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to CAMERON A. CURTISS dba Rock Creek Ranch, herein called "Grantee," WITNESSETH:

I.

Weyerhaeuser, for and in consideration of an easement grant and the faithful observance of and strict compliance with the terms and conditions hereof, hereby grants to Grantee a perpetual, nonexclusive easement upon, over and along a right of way sixty (60) feet in width over and across portions of the following described lands in Klamath County, Oregon:

<u>Description</u>	<u>Sec-Twp-Rge, W.M.</u>
SW $\frac{1}{4}$ SE $\frac{1}{4}$	32 36S 7E
W $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$	5 37S 7E
W $\frac{1}{2}$ NE $\frac{1}{4}$	8 37S 7E

being thirty (30) 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 S $\frac{1}{2}$ Section 8, Northwesterly one-half of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 9 and the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 17, Township 37 South, Range 7 East, W.M. for land management activities only, including, but not limited to, the hauling of timber and other forest products. Provided, however, prior to commencing any hauling of commercial timber or wood products, the Grantee shall:

(a) Provide written notice to Weyerhaeuser located at Klamath Falls, Oregon identifying in said notice the products and volume to be hauled; and

CAM CURTISS
21051 Hwy 140 W
Klamath Falls, OR.
97601

- (b) Make payment for surface rock replacement as follows:

All hauling of timber or wood products up to and including December 31, 2000 shall be paid at a rate of \$1.00 per cunit per mile. Thereafter, the rate to be paid shall be the then current surface rock replacement rate experienced by Weyerhaeuser on similar roads in the area at the time of Grantee's haul.

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.

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

ACCEPTED:
CAMERON A. CURTISS dba
Rock Creek Ranch

WEYERHAEUSER COMPANY

Cameron A. Curtiss

By: [Signature]
Title: Forest Land Use Manager

Attest: Pamela M. Redmon
Title: Assistant Secretary

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this 26th day of January, 1994, before me personally appeared D. W. Wilbur and Pamela M. Redmon, 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.

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

D. W. Wilbur
 Notary Public in and for the State of Washington.
 My Appointment expires: March 20, 1996

STATE OF Oregon)
) ss.
 COUNTY OF Klamath)

On this 22nd day of February, 1994, before me personally appeared CAMERON A. CURTISS dba Rock Creek Ranch, 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.

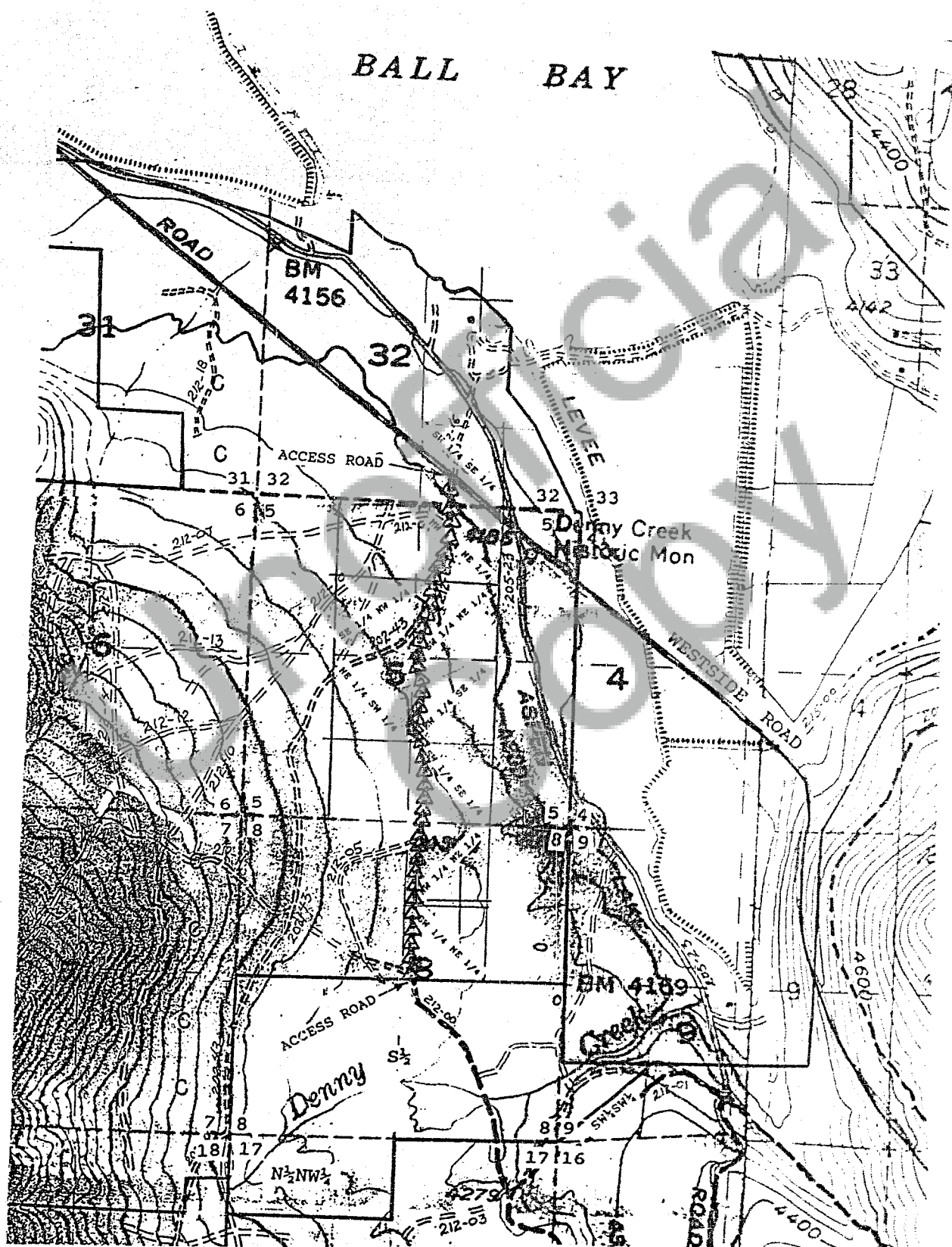
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

OFFICIAL SEAL
 MARCIE M. LYMAN
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 011233

MY COMMISSION EXPIRES NOV. 24, 1995

Marcie M. Lyman
 Notary Public in and for the State of Oregon.
 My Appointment expires: 11-24-95

EASEMENT FOR ACCESS ROAD
 WEYERHAEUSER COMPANY TO CAMERON CURTISS dba ROCK CREEK RANCH
 SECTION 32 TOWNSHIP 36 SOUTH, RANGE 7 EAST, W.M.
 SECTIONS 5 & 8 TOWNSHIP 37 SOUTH, RANGE 7 EAST, W.M.
 KLALMATH COUNTY, OREGON




EASEMENT  1.6 miles

EXHIBIT A

70555

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Cameron A. Curtiss the 31st day
of Jan A.D., 19 95 at 3:18 o'clock P. M., and duly recorded in Vol. M95
of Deeds on Page 2203

Bernetha G. Letsch, County Clerk

FEE \$55.00

By

Douglas M. Henderson

Unofficial Copy