

94592

Vol. 195 Page 2809**EASEMENT**

THIS EASEMENT is granted this 31 day of January, 1995 by CAMERON A. CURTISS dba ROCK CREEK RANCH, herein called "Grantor," to WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," WITNESSETH:

**I.**

Grantor, 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 Weyerhaeuser a perpetual, nonexclusive easement for:

A. A road, hereinafter referred to as "road," 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 $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$	8 37S 7E
SW $\frac{1}{4}$ SW $\frac{1}{4}$	9 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.

B. A twenty-by-twenty (20 x 20) foot water source site upon, over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 8, Township 37 South, Range 7 East, W.M., the location of which is designated on said 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:

(a) Construction, reconstruction, use and maintenance of a road, herein referred to as "road," for the purpose of providing ingress to and egress from the water source site described herein and from lands and timber now owned or hereafter acquired by Weyerhaeuser.

(b) Developing, maintaining and using a water source site and to withdraw water by any appropriate means for any and all land management and forest purposes.

3. Grantor 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 Weyerhaeuser hereunder.

4. Grantor may grant to third parties, upon such terms as he chooses, any or all of the rights reserved by him 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 Weyerhaeuser 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. Grantor has made no representation as to the present or future condition of his property, or the character of the traffic on his road, and Weyerhaeuser assumes all risk of damage to property of and injury to Weyerhaeuser in connection with the exercise of rights granted hereunder.

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

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

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

10. 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.

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

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

CAMERON A. CURTISS  
dba ROCK CREEK RANCH

WEYERHAEUSER COMPANY

Cameron A. Curtiss

By: [Signature]  
Forest Land Use Manager

Attest: [Signature]  
Assistant Secretary

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.  
)

On this 16th day of December, 1994, before me personally appeared D. W. Wilbur and Kathy E. Bernstein, 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.

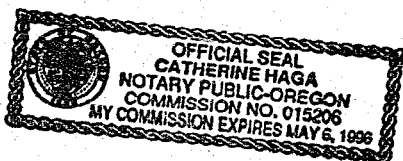
G.W. BJERKE  
STATE OF WASHINGTON  
NOTARY --o-- PUBLIC  
My Commission Expires 3-20-96

[Signature]  
Notary Public in and for the State of  
Washington.  
My Appointment expires: March 20, 1996

STATE OF Oregon )  
COUNTY OF Klamath ) ss.

On this 31st day of January, 1995, 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.



Catherine Haga  
Notary Public in and for the State of  
Oregon.  
My Appointment expires: 5/6/96

Return: Weyerhaeuser Co  
Attn: Cathy Haga  
P.O. Box 9  
Klamath Falls, Or. 97601

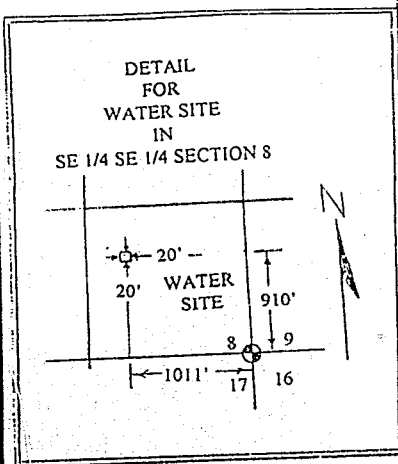
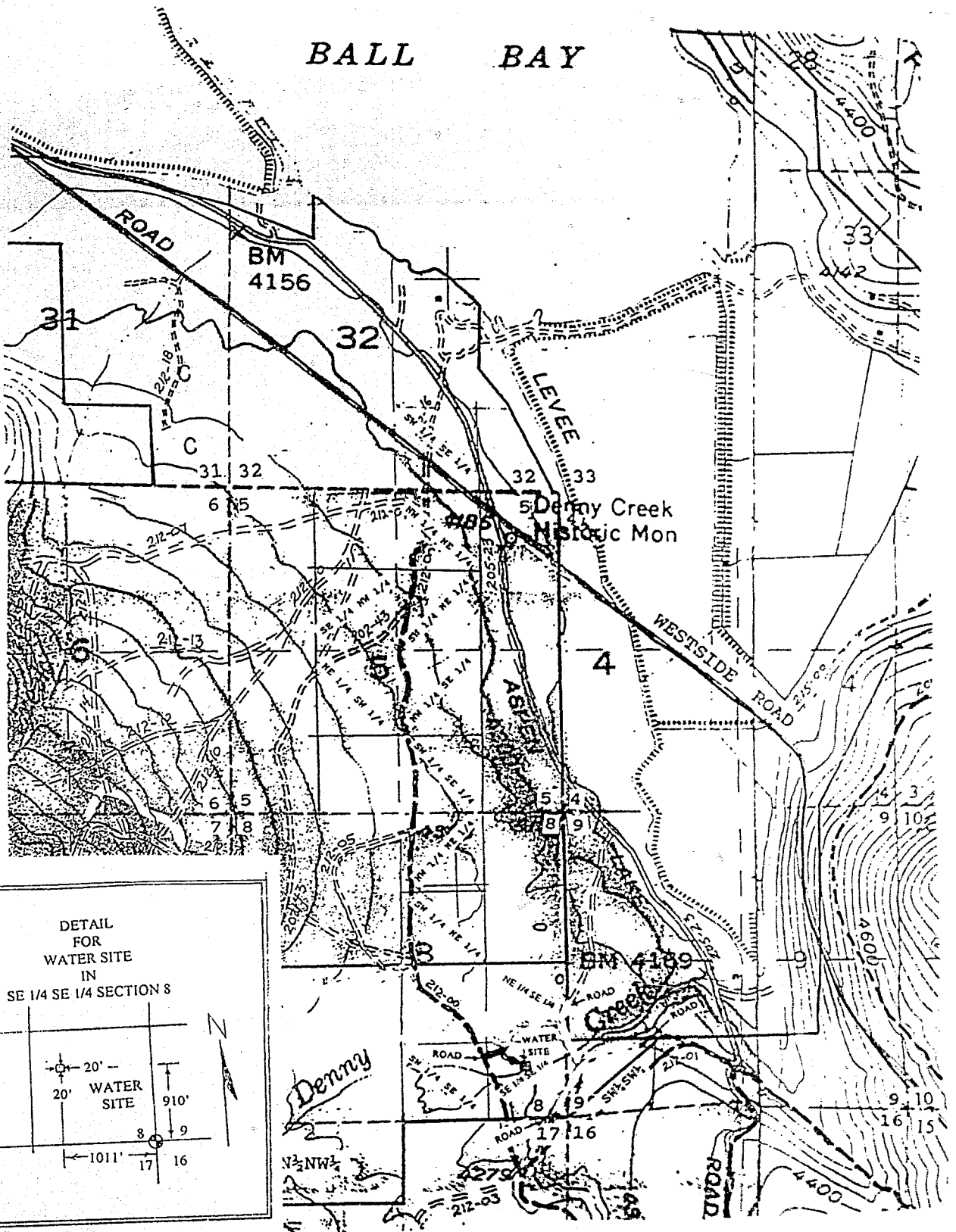
ROAD EASEMENT

CAMERON A. CURTISS dba ROCK CREEK RANCH TO WEYERHAEUSER COMPANY

SECTIONS 8 & 9 TOWNSHIP 37 SOUTH, RANGE 7 EAST, W.M.

KLAMATH COUNTY, OREGON

BALL BAY



WATER SITE

EASEMENT

EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Weyerhaeuser Co the 8th day  
of Feb A.D., 19 95 at 11:01 o'clock AM., and duly recorded in Vol. M95  
of Deeds on Page 2809

FEE \$55.00

Bernetha G. Letsch County Clerk

By

Pauline Mulholland