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State of Oregon, County of Klamath  
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Linda Smith, County Clerk  
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## DOAK MOUNTAIN EASEMENT AGREEMENT

THIS DOAK MOUNTAIN EASEMENT AGREEMENT ("Agreement") is made this 16 day of July, 2004, between BC TIMBER PROPERTIES, INC., a Delaware corporation ("Grantor"), and CAMERON A. CURTISS and LEONA V. CURTISS, husband and wife (collectively, "Grantee").

### RECITALS:

A. Grantor owns certain land located in Klamath County, Oregon, as legally described on Exhibit A and depicted on Exhibit B, both attached hereto and made a part hereof (the "Burdened Property").

B. Grantee owns certain land located in Klamath County, Oregon, adjacent to the Burdened Property and legally described on Exhibit C attached hereto and made a part hereof (the "Benefitted Property").

C. Grantee requests, and Grantor is willing to grant, an easement over a portion of the Burdened Property for ingress and egress purposes, to the extent physically possible, on the terms and conditions hereinafter set forth.

### AGREEMENTS:

For good, fair and valuable consideration, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor conveys to Grantee, for the benefit of the Benefitted Property a non-exclusive, perpetual easement (the "Access Easement") for ingress and egress, to the extent physically possible, over the Burdened Property as described on Exhibit A and depicted on Exhibit B, both attached hereto and made a part hereof (the "Access Easement Area").

2. Use of Access Easement. Use of the Access Easement shall be limited to pedestrian, vehicular and equestrian ingress and egress to and from the Benefitted Property. Use of the Access Easement will not materially interfere with the use by Grantor or Grantor's employees, agents, customers, contractors, consultants or invitees of the Burdened Property or with the exercise by the holder of any other easement rights over the Burdened Property. The Access Easement will be used exclusively for access to and from the Benefitted Property.

3. Prohibitions. Grantee shall not have any right to (a) construct roads, buildings or structures on the Burdened Property; (b) cut or remove any timber or logs from the Burdened Property; (c) dig, tunnel or perform other forms of construction activity on the Burdened Property; or (d) make any other alterations to the Burdened Property, unless required for maintenance or repair and approved in advance in writing by Grantor.

4. Compliance with Laws and Regulations. Grantee will use, and will cause its employees, agents, contractors, customers, consultants and invitees to use, the Access Easement in compliance with all applicable laws and regulations, and Grantee will not do or permit to be done anything which would or might result in Grantor becoming liable for any increased costs, damages, fines or penalties under any such law or regulation.

5. Duration. The Access Easement granted hereunder will run perpetually with the Burdened Property and the Benefitted Property and will be binding upon Grantor and Grantee and their respective successors and assigns. If at any time either of the parties sells or otherwise conveys the Burdened Property or the Benefitted Property, the selling or conveying party will be released from all personal obligations under this Agreement except for those obligations arising before the date that the respective property was sold or conveyed.

6. Maintenance and Repair of Access Easement Area. Grantee will maintain and repair the Access Easement Area, at Grantee's sole expense, in a good order and safe condition free of hazardous materials, rubbish, fire and safety hazards. Grantee shall not permit waste on the Access Easement Area.

7. Liens. Grantee will pay for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Grantee or its agents, employees, contractors, consultants, or invitees at or about the Burdened Property at any time, and will pay and discharge any mechanic's, materialman's or other lien against the Burdened Property resulting from Grantee's failure to make such payment, or will contest the lien and deposit with Grantor cash equal to one hundred percent (100%) of the amount of the lien. If the lien is reduced to final judgment, Grantee will discharge the judgment, and Grantor will return the cash deposited by Grantee. Grantor may post notices of non-responsibility on the Burdened Property as provided by law.

8. Indemnification. Grantee will indemnify, defend and save Grantor harmless from and against any and all suits, demands, loss, damage, penalties, liabilities, costs and other expenses, including reasonable attorneys' fees, suffered or incurred by Grantor in connection with or arising out of (a) Grantee's breach of this Agreement, (b) the presence of any hazardous or toxic wastes or substances located on, in or about the Access Easement Area arising out of or from, resulting from, or related to, the actions or omissions by Grantee or its customers, invites, contractors, consultants, employees or agents, (c) any action or omission by Grantee or its customers, invitees, contractors, consultants, employees or agents in, on or about the Access Easement Area. This Section 8 shall survive the expiration or termination of this Easement.

9. Insurance. Grantee shall obtain and maintain a public liability insurance policy covering the Access Easement Area in such limits and from such company as Grantor reasonably approves. The policy shall name the Grantor as an additional insured and provide that the coverage therein shall not be cancelled or materially modified without at least thirty (30) days prior written notice to Grantor. Within one (1) business day of the execution of this Agreement, Grantee shall provide Grantor with a certificate of insurance or other adequate evidence of satisfactory insurance coverage. On or before the expiration of insurance coverage, Grantee shall provide a similar certificate or other adequate evidence of renewal to Grantor.

10. Representations and Warranties. Grantor represents and warrants that it is the owner of a fee simple interest in the Burdened Property and has full power and authority to enter into this Agreement. Grantee represents and warrants that it is the owner of a fee simple interest in the Benefitted Property and has full power and authority to enter into this Agreement.

11. "AS IS". Grantor makes no representation or warranty regarding the physical, environmental or other aspects of the Access Easement. Grantee acknowledges that the Access Easement is granted to Grantee in an "AS-IS" condition as of the date of this Agreement, and Grantee assumes the risk of adverse conditions not revealed by its own investigation. Grantee and Grantor acknowledge that this disclaimer and waiver has been specifically negotiated.

12. Enforcement. Grantor and Grantee will each have the right to enforce the easement and agreements contained herein through all legal action available at law or in equity, including injunctive relief and consequential claims. In any proceeding for the enforcement of rights hereunder or for the breach of this Agreement, the prevailing party in any such proceeding will be entitled to recover from the other party its reasonable attorneys' fees in any such action.

13. No Waiver. No waiver of any default by either party hereto will be implied from the failure by the non-defaulting party to take any action in respect of such default. No waiver of any default in the performance of any provision of this Agreement will be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. No consent to or approval of any act or request by either Grantor or Grantee will be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request.

14. No Partnership. Nothing contained herein and no action by either Grantor or Grantee will be deemed to create the relationship of principal and agent, or a partnership, joint venture, or any association between the parties.

15. Counterparts. This Agreement may be executed in counterparts, each when considered together shall be deemed one document.

16. Miscellaneous. All provisions of this Agreement are severable and the invalidity or unenforceability of any provision of this Agreement will not affect the validity or unenforceability of any other provision. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon. This Agreement may only be amended by a written agreement signed by both Grantor and Grantee, or their respective successors or assigns.

*[Signatures on the following page.]*

46850

**EXECUTION:**

Grantor and Grantee have executed and delivered this Agreement as of the date stated above.

**GRANTOR:**

BC TIMBER PROPERTIES, INC,  
a Delaware corporation

By: 

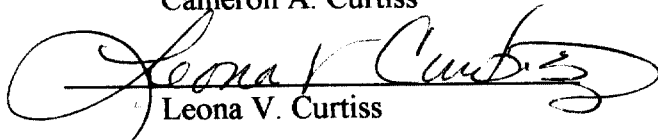
Martin Lugus, Its Authorized Representative

**GRANTEE:**

CAMERON A. CURTISS and LEONA V.  
CURTISS, husband and wife



Cameron A. Curtiss



Leona V. Curtiss

STATE OF OREGON           )  
                                           ) ss.  
 COUNTY OF KLAMATH       )

This instrument was acknowledged before me on July 16, 2004 by Martin  
 Lugus as Authorized Representative of BC TIMBER PROPERTIES, INC.

Tamara L. McDaniel  
 (Signature of notarial officer)



(Seal, if any)

Notary Public

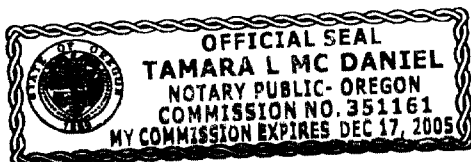
Title (and Rank)

My commission expires: 12/17/05

STATE OF OREGON           )  
                                           ) ss.  
 COUNTY OF KLAMATH       )

This instrument was acknowledged before me on July 16, 2004, by  
 CAMERON A. CURTISS.

Tamara L. McDaniel  
 (Signature of notarial officer)



(Seal, if any)

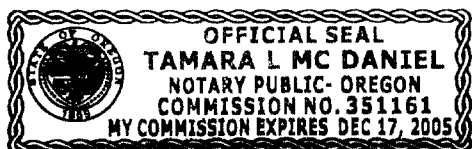
Notary Public

Title (and Rank)

My commission expires: 12/17/05

STATE OF OREGON            )  
                                          ) ss.  
COUNTY OF KLAMATH        )

This instrument was acknowledged before me on July 16, 2004, by LEONA V. CURTISS.



Tamara L. McDaniel  
(Signature of notarial officer)

(Seal, if any)

Notary Public

Title (and Rank)

My commission expires: 12/17/05

## EXHIBIT A

Legal Description of Burdened Property & Access Easement Area**EASEMENT DESCRIPTION**

**That portion of Government Lot 2 (NW1/4 NE1/4), of Section 3, Township 37 South, Range 7 East of the Willamette Meridian, lying northerly of Eagle Ridge Road, and west of a line which extends from a point on the northerly right of way line of Eagle Ridge Road 30.00 feet easterly of its intersection with the centerline of an existing northwest-southeast access road, northerly and parallel to the north-south centerline of said Section 3, to the north line of said Section 3.**

**Also that portion of the east 60 feet of Government Lot 3 (NE1/4 NW1/4) of Section 3, Township 37 south, Range 7 East of the Willamette Meridian, lying northerly of Eagle Ridge Road.**

## EXHIBIT B

Depiction of Burdened Property & Access Easement Area**EASEMENT DESCRIPTION**

**That portion of Government Lot 2 (NW1/4 NE1/4), of Section 3, Township 37 South, Range 7 East of the Willamette Meridian, lying northerly of Eagle Ridge Road, and west of a line which extends from a point on the northerly right of way line of Eagle Ridge Road 30.00 feet easterly of its intersection with the centerline of an existing northwest-southeast access road, northerly and parallel to the north-south centerline of said Section 3, to the north line of said Section 3.**

**Also that portion of the east 60 feet of Government Lot 3 (NE1/4 NW1/4) of Section 3, Township 37 south, Range 7 East of the Willamette Meridian, lying northerly of Eagle Ridge Road.**



## EXHIBIT C

Legal Description of Benefitted Property

**Ball Point Tract  
Klamath County, Oregon**

**TOWNSHIP 36 SOUTH, RANGE 7 EAST, W.M.**

SECTION 21: GOVERNMENT LOT 1

SECTION 27: GOVERNMENT LOTS 1, 2, 3, 4 AND 5; THE SOUTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER

SECTION 28: GOVERNMENT LOTS 1 AND 2; THE NORTHEAST QUARTER; THE EAST HALF OF THE SOUTHEAST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER

EXCEPTING THE FOLLOWING: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

SECTION 33: THAT PORTION OF GOVERNMENT LOT 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE WEST ALONG THE NORTH LINE THEREOF TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 33 TO THE POINT OF BEGINNING.

SECTION 34: GOVERNMENT LOT 6; THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE EAST 60 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER; THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE POINT OF BEGINNING.