

**AFTER RECORDING MAIL TO:**

*pk*  
Name Casacde Timberlands (Oregon) LLC  
c/o Olympic Resource Management  
Attn: Land Records  
Address 19245 Tenth Avenue, NE  
City/State Poulsbo, WA 98370

State of Oregon, County of Klamath

Recorded 07/06/05 9:33 am

Vol M05 Pg 51163-68

Linda Smith, County Clerk

Fee \$ 46.00 # of Pgs 6

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**Document Title(s):** (or transactions contained therein)

**1. Easement Agreement and Waiver**

**Reference Number(s) of Documents assigned or released:**

N/A

Additional numbers on page N/A of document

**Grantor(s):** (Last name first, then first name and initials)

**1. Cascade Timberlands (Oregon) LLC**

**Grantee(s):** (Last name first, then first name and initials)

**1. Osborn, Clifford John and Normajean**

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)

SE1/4SE1/4 Sec. 25, TWN 30S, RNG 07E

Govt Lot 4, Sec. 30, TWN 30S, RNG 08E

N1/2NW1/4, Sec. 31, TWN 30S, RNG 08E

Complete legal description is on page @ of document

**Assessor's Property Tax Parcel/Account Number(s):**

PTN R78980, PTN R856318, PTN R89870

*46✓*

## EASEMENT AGREEMENT AND WAIVER

This Agreement is made and entered into by and between **CASCADE TIMBERLANDS (OREGON) LLC** (Grantor), and **CLIFFORD JOHN AND NORMAJEAN OSBORN**, husband and wife (Grantee).

A. Access Easement. In consideration of the payment provided herein and other valuable consideration provided herein, Grantor hereby grants and conveys unto Grantee, its successors and assigns, a perpetual nonexclusive easement over an existing road, 20 feet in width, as shown with "X's" on the Exhibit A map attached hereto and incorporated herein as if fully set forth (the "Road").

The Road runs over and across the real property of Grantor situated in Klamath County, Oregon and described as follows: Southeast quarter of the Southeast quarter of Section 25, Township 30 South, Range 7 East, W.M.; Government Lot 4, Section 30, Township 30 South, Range 8 East, W.M.; the North half of the Northwest quarter lying Easterly of the Southern Pacific Railway right-of-way, Section 31, Township 30 South, Range 8 East, W.M. ("Grantor's Property").

This non-exclusive, perpetual Easement is granted and conveyed for the following purposes and upon the following terms and conditions:

1. This Easement is conveyed for ingress and egress to and from Grantee's Property described as follows: Tax Lot #200, 300 & 500 of Section 31, Township 30 South, Range 8 East, W.M., Klamath County, OR ("Grantee's Property") and for road repair and maintenance.
2. Grantor shall have the right, but no obligation to maintain said Road. Grantee expressly waives the provisions of ORS 105.170 to 105.185. Grantee shall repair any damage to the Road caused by Grantee, its agents and employees.
3. Grantor shall have the right, but not the obligation, to control access of the public upon the Easement. If Grantor places a lock on the gate, Grantee shall be allowed to place a lock on the gate so that Grantee can open the gate and shall keep the gate locked unless otherwise permitted by Grantor in writing.
4. The Grantee will indemnify and hold harmless Grantor, its successors and assigns, against and from any damage to Grantor's Property arising out of or directly connected with Grantee's use of the Road and its exercise of its rights or use of the Easement by Grantee's authorized agents, permittees and employees, and further will indemnify and hold harmless Grantor, its successors and assigns, from and against any and all claims, actions, suits or demands (including reasonable attorney fees and costs) brought or asserted on account of alleged injury or damage to property or persons, including

Grantee's agents and employees, arising from or connected with Grantee's use of the Road or use of the Road by Grantee's authorized agents and employees.

5. Grantee shall comply with all obligations, restrictions, and conditions that may be required by any local, state or national law, rule, statute, act or regulation, including the Forest Practices Act of the State of Oregon, and shall hold harmless Grantor, its successors and assigns, from and against any and all claims, actions, suits or demands (including reasonable attorney fees and costs) brought or asserted on account of alleged noncompliance by Grantee, its authorized agents, permittees and employees with the requirements of such laws.
6. Grantee shall not improve the existing road upon the Easement beyond its present state without the prior written permission of Grantor.
7. Grantor reserves the right to periodically block the Easement if it is deemed necessary to facilitate Grantor's commercial forest operations.
8. Grantor reserves for itself, its successors and assigns, and permittees thereof, the right to use, cross, patrol and repair the Road for any and all purposes, in any manner that will not unreasonably interfere with the rights granted to Grantee hereunder. Grantor 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 to Grantee herein.
9. The consideration for the Easement grant from Grantor to Grantee is waiver and forestry easement set forth in paragraph B below and the cash price of One-Thousand Dollars (\$1,000), to be paid by Grantee to Grantor upon execution of this Easement.
10. Grantor may terminate this Easement Agreement by recording a written notice in the Klamath County, Oregon, records which describes a breach of this Easement Agreement by Grantee, Grantor's prior written notice of the breach, and Grantee's failure to cure the breach within fifteen (15) days after that notice is given.
11. Grantee acknowledges that the Easement herein granted by Grantor is subject to all valid liens, easements, servitudes, rights-of-way, oil, gas and mineral leases, and other grants of record in the aforesaid County or apparent on the ground.
12. Grantor reserves the right to relocate the Road at Grantor's expense, provided the relocated Road provides reasonably equivalent access to Grantee's Property. Upon such relocation of the Road, this easement shall apply to the

new location of the Road, and this Easement shall no longer burden the original location of the Road.

13. This Easement is limited to serving a maximum of one legal lot, and is appurtenant to Grantee's property.

B. Waiver and Grant of Forestry Easement. Grantee hereby acknowledges that the Grantee's Property is situated in a forest zone and may be subjected to conditions resulting from commercial forest operations upon the Grantor's Property and upon other adjacent lands. Such operations include management and harvesting of timber, disposal of slash, reforestation, application of chemicals, road construction and maintenance, and other accepted and customary forest management activities conducted in accordance with federal and state laws. These forest management activities ordinarily and necessarily produce noise, dust, smoke and other conditions that might conflict with Grantee's use of the Grantee's Property for residential purposes. Grantee hereby waives all common-law rights to object to normal, necessary and non-negligent forest management activities legally conducted upon the Grantor's Property and upon other adjacent lands of Grantor, its successors and assigns, now owned or hereafter assigned, which might conflict with Grantee's use of the Grantee's Property for residential purposes. Grantee hereby grants and conveys an easement to Grantor, its successors and assigns, for the benefit of Grantor's Property and other adjacent lands of Grantor, its successors and assigns (now owned or hereafter acquired), for the resulting impact upon Grantee's Property caused by the above-described forest management and harvesting activities. The foregoing waiver, covenant and easement shall run with and bind Grantee's Property, and benefit Grantor, its successors and assigns and subsequent owners of Grantor's Property.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 24 day of June, 2005.

GRANTOR:

CASCADE TIMBERLANDS (OREGON) LLC  
a Delaware limited liability company

By: Olympic Resource Management LLC

By: Thomas N. Ringo  
(Printed Name) Thomas N. Ringo  
Title: Vice President + CFO

GRANTEE:

Clifford S. Osborn  
Clifford S. Osborn  
(Printed Name)

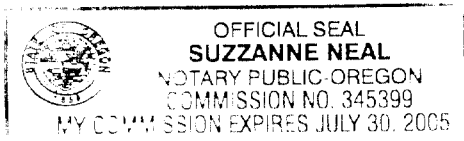
Norma Jean Osborn  
Norma Jean Osborn  
(Printed Name)

51167

State of Oregon )  
 )ss  
County of Deschutes )

On June 17, 2005, personally appeared the above named  
Clifford S. Osborn and Norma Jean Osborn and acknowledged the  
foregoing instrument to be his/her voluntary act and deed.

Before me:



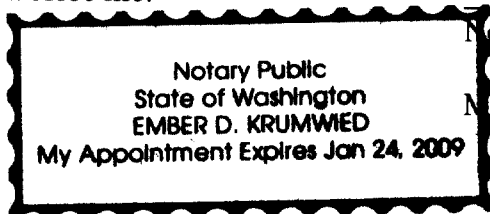
Notary Public for (State) Oregon

My Commissions expires: 7-30-2005

State of Washington )  
 )ss  
County of Kitsap )

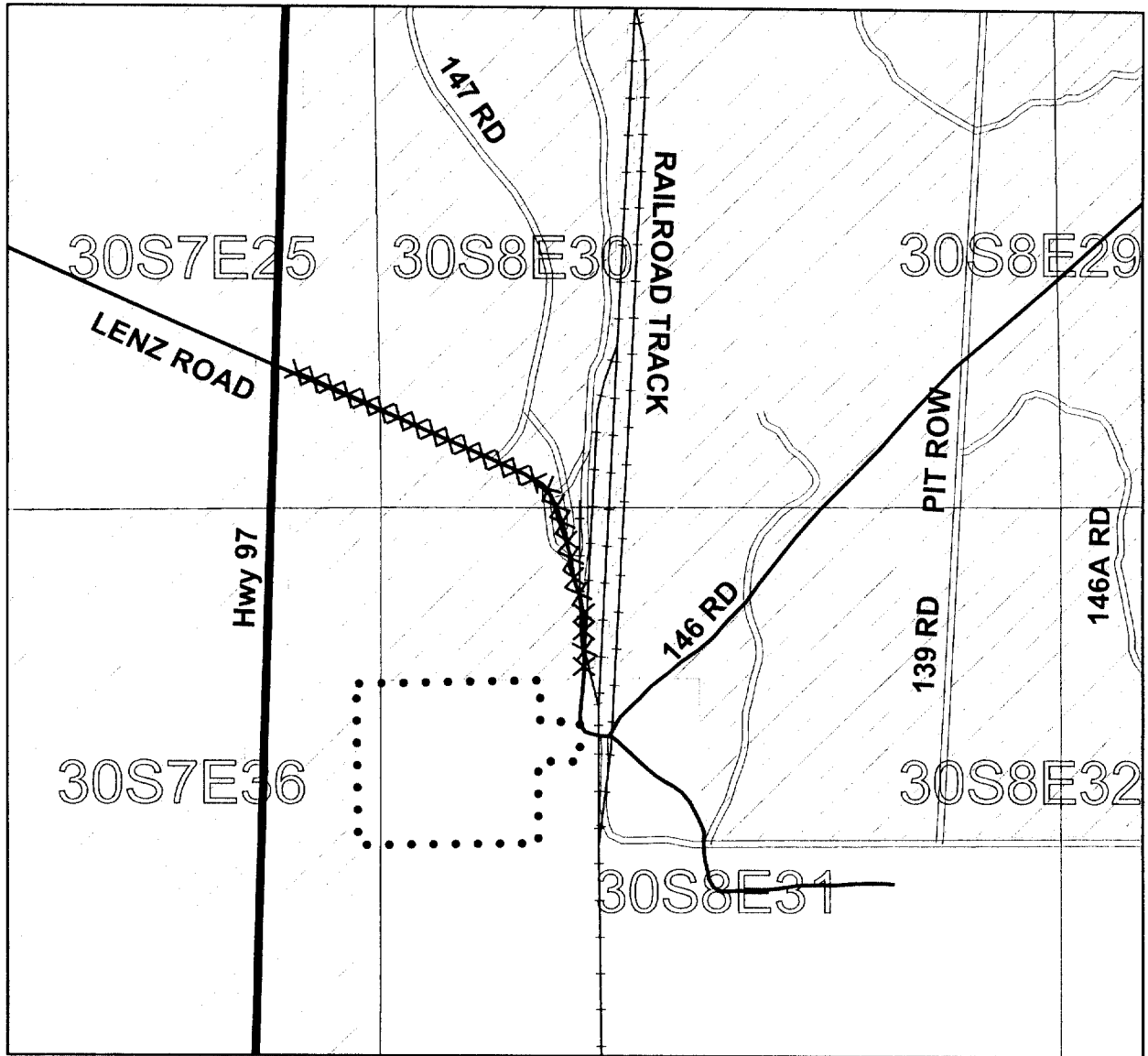
The foregoing instrument was acknowledged before me this 24 day of  
June, 2005 by Thomas M. Ringo, as  
Vice President & CFO of Olympic Resource Management LLC,  
Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

Before me:



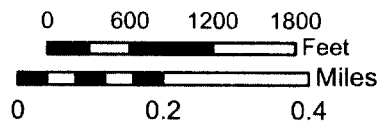
Notary Public for (State) Washington

My Commissions expires: 01-24-09



## EXHIBIT "A"

John/Osborn Easement



### Legend

Cascade Property	4WD TRAIL	MAINLINE
<b>CLASS</b>	COUNTY	RAILROAD
UNKN	FOREST ROAD	SPUR
Easement Area	HWY	Osborn Property

