

2006-017659

Klamath County, Oregon



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09/01/2006 10:47:02 AM

Fee: \$181.00

After Recording Return To:

Cascade Timberlands

c/o Olympic Resource Management

EASEMENT AGREEMENT

19245 Tenth Ave., NE, Poulsbo, WA 98370

This EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 29th of August, 2006, by and among CASCADE TIMBERLANDS (OREGON) LLC, a Delaware limited liability company ("Cascade") and the individuals and trustees identified in the first column of Exhibit "B", attached hereto and incorporated herein (the "Lot Owner").

RECITALS

- A. Cascade is the owner of the real property in Klamath and Deschutes Counties, Oregon, legally described on the attached Exhibit "A" (the "Cascade Property")
Abbreviated legal as: Ptn. of Sec. 2, 3, 10, & 11, T 23 S, R 9 E, W.M.
- B. Each Lot Owner is the owner of the real property in Klamath County, Oregon, legally described opposite such Lot Owner's name on the attached Exhibit "B" (each individually being a "Lot"). Abbreviated legal as: Ptn. of S 14 and 11, T 23 S, R 9 E, W.M.
- C. The Lot Owners wish to obtain and Cascade is willing to grant, an easement over an existing road on the Cascade Property for the purpose of accessing the Lots. The easement area consists of a strip of land ten (10) feet in width on each side of the centerline of such existing road, which centerline is described on the attached Exhibit "C" and as generally depicted on Exhibit "D" (the "Roadway").

AGREEMENT

THEREFORE, in consideration of the foregoing, the mutual covenants of the parties are set forth in this Agreement, and other goods and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agrees as follows:

- 1. Grant of Easement. Cascade hereby grants to each Lot Owner a perpetual, non-exclusive easement over the Roadway for the sole purposes of vehicular and pedestrian access to and from the Lot owned by such Lot Owner. Cascade reserves to itself and its successors and assigns the right (i) to go upon and use the Roadway at any and all times and for any purpose, and (ii) to grant the right to use the Roadway to other Persons (defined in Section 15) on such terms and conditions as Cascade may elect, so long as such use does not unreasonably interfere with the use of the Roadway by the Lot Owners as provided in this Agreement.
- 2. Relocation of Roadway. Cascade reserves the right to relocate the Roadway at any time and from time to time. In the event the Roadway is so relocated, Cascade shall be entitled to record an instrument describing the location of the Roadway as relocated and such instrument, which need not be executed or acknowledged by any Lot Owner, shall be deemed an amendment of this Agreement and shall automatically extinguish the rights of the Lot Owners hereunder with respect to the Roadway as previously located. Cascade shall give each Lot Owner notice of any relocation of the Roadway.
- 3. Reservation of Timber. Cascade hereby reserves all timber now or hereafter growing within the Roadway, including any relocation thereof pursuant to Section 2.
- 4. Use by Permittees. Each Lot Owner may permit its employees, agents, contractors, subcontractors, guests, invites, and permittees ("Permitted Users") to use the Roadway for purposes of vehicular and pedestrian access to and from such Lot Owner's Lot.

5. Compliance with Laws. In connection with its use of and activities on the Roadway, each Lot Owner shall at all times, and shall cause its Permitted Users at all times to, comply with all applicable legal requirements.
6. Maintenance and Condition of Roadway. Each Lot Owner and each Lot Owner's Permitted Users shall assume all risks associated with use of the Roadway pursuant to this Agreement. Cascade does not warrant or guarantee the current or future condition of the Roadway and shall be under no obligation whatsoever to the Lot Owners or to any other Person to repair any damage to the Roadway or to maintain the Roadway in a usable condition. No Lot Owner shall have any obligation to reimburse Cascade for any cost or expense it may incur in connection with such repair and maintenance of the Roadway as it may elect to undertake; *provided, however*, that in the event the Roadway is damaged as a result of use by any Lot Owner or any Lot Owner's Permitted Users in excess of normal usage for access purposes, Cascade shall be entitled to recover from such Lot Owner the actual and reasonable costs of repairing such damage. In the event Cascade fails to repair or maintain the Roadway, any one or more of the Lot Owners shall be entitled to do so; *provided, however*, that Cascade shall have no liability whatsoever with respect to the costs of any such maintenance and repair. Any repair or maintenance by any Lot Owners shall be undertaken in a good workmanlike fashion and in compliance with all applicable legal requirements.
7. No Public Dedication. The Roadway shall constitute a private way for all purposes. Nothing contained in this Agreement shall be construed as a gift or dedication of any portion of the Roadway to the general public or for any public use or purpose whatsoever, and no Lot Owner shall take any action which seeks to cause or could cause the conversion of the Roadway from a private way to a public way. Except to the extent expressly set forth herein, no right or benefit of any party hereunder shall inure to the benefit of any Person not a party hereto and no such third party shall be deemed a beneficiary of any of the provisions of this Agreement.
8. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors with respect to the Cascade property, in the case of Cascade, and the applicable Lot, in the case of each Lot Owner. A Lot Owner's sale, transfer, or other disposition of such Lot Owner's Lot shall automatically terminate and extinguish such Lot Owner's rights under this Agreement with respect to the Lot sold, transferred, or otherwise disposed of.
9. Waiver. Any party's failure to exercise, delay in exercising, or partial exercise of any right or remedy under this Agreement shall not constitute a waiver of that or any other right or remedy hereunder. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. No waiver of any provision of the Agreement shall be binding on a party unless it is set forth in writing and signed by such party.
10. Amendment. Except as set forth in Section 2 with respect to a relocation of the Roadway, this Agreement may not be amended or modified except by a written agreement signed by the parties.
11. Attorney's Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with this Agreement, or to interpret or enforce any rights or remedies hereunder, the prevailing party shall be entitled to recover its attorney's fees and all other fees, costs, and expenses actually

uncured and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

12. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, then (i) such provision shall be enforceable to the fullest extent permitted by applicable law, and (ii) the validity and enforceability of the other provisions of this Agreement shall not be affected and all such provisions shall remain in full force and effect.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon (without regard to the principles thereof relating to conflicts of laws).
14. Construction and Interpretation. The headings or titles of sections in this Agreement are intended for ease of reference only and shall have no effect whatsoever on the construction or interpretation of this Agreement. References herein to sections are to section of this Agreement unless otherwise specified. Meaning of defined terms used in this Agreement are equally applicable to singular and plural forms of such defined terms. As used herein, (i) "Person" means any individual, partnership, corporation, limited liability company, trust, unincorporated association, or other organization, whether or not a legal entity, (ii) the term "Party" refers to a party to this Agreement, unless otherwise specified, (iii) the terms "hereof", "herein", "hereunder", and similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement, and (iv) the term "including" is not limiting and means "including without limitation".
15. Counterpart Execution. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set above.

SIGNATURE PAGE

GRANTOR:

CASCADE TIMBERLANDS (OREGON) LLC
a Delaware limited liability company

By: Olympic Resource Management LLC, its
manager

By: David L. Nunes
(Printed Name) David L. Nunes
Title: President and CEO
President and CEO

GRANTEE:

Robert L. O'Ryan
ROBERT L. O'RYAN

GRANTEE:

RANDAL J. SWIBIES

GRANTEE:

GERALD DUANE PRESSNALL, Trustee of the
U/D/T Dated June 12, 1987, F/B/O Gerald Duane
Pressnall Family

GRANTEE:

LEROY ATTRIDGE

GRANTEE:

VIRIGINA D. HILLKER, Co-Trustee for the Cora
Dailey Living Trust, Dated May 2, 1994

GRANTEE:

ELDON LEROY PERRY

GRANTEE:

JAMES REED O'RYAN, Co-Trustee for the
O'Ryan 1992 Living Trust

GRANTEE:

IRENE O'RYAN, Co-Trustee for the O'Ryan 1992
Living Trust

GRANTEE:

KEVIN E. CRADDOCK

GRANTEE:

RANDAL JAMES SWIBIES

GRANTEE:

ISABELLE S. WOOLCOTT, Trustee, FBO Isabelle
S. Woolcott U/A Dated April 26, 1990

GRANTEE:

MARYJEAN ATTRIDGE

GRANTEE:

WAYNE G. Dailey, Co-Trustee for the Cora Dailey
Living Trust, Dated May 2, 1994

GRANTEE:

LORRAINE PERRY

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GRANTOR:

CASCADE TIMBERLANDS (OREGON) LLC
a Delaware limited liability company

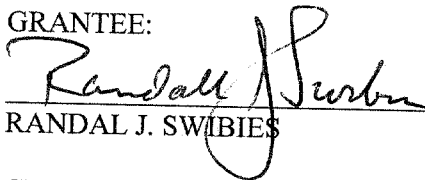
By: Olympic Resource Management LLC, its
manager

By: _____
(Printed Name)
Title: _____

GRANTEE:

ROBERT L. O'RYAN

GRANTEE:


RANDAL J. SWIBIES

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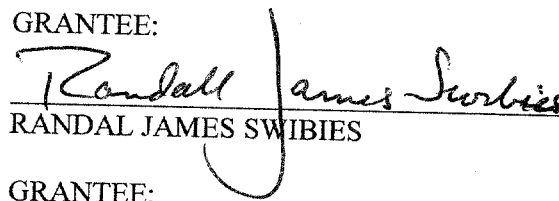
GRANTEE:

IRENE O'RYAN, Co-Trustee for the O'Ryan 1992
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~~_____~~ *Peter Pressnall conservator for*
+ the GERALD DUANE PRESSNALL, Trustee of the
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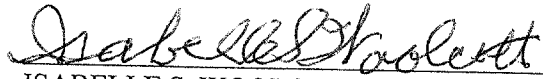
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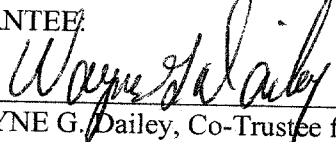
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LORRAINE PERRY

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ANTHONY M. VACCA, Co-Trustee for the Vacca
Family Trust

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GERALD R. CLARK

GRANTEE:

STEPHEN B. REICHERT

GRANTEE:

REED O'RYAN

GRANTEE:

SANDRA J. KAYSER

GRANTEE:

JERRY L. DRAKE

GRANTEE:

LESLIE A. SMITH

GRANTEE:

David Richard Swan
DAVID RICHARD SWAN

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MARGUERITE VACCA, Co-Trustee for the Vacca
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HAROLD ELLIOT

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ANNA M. REICHERT

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REED M. O'RYAN

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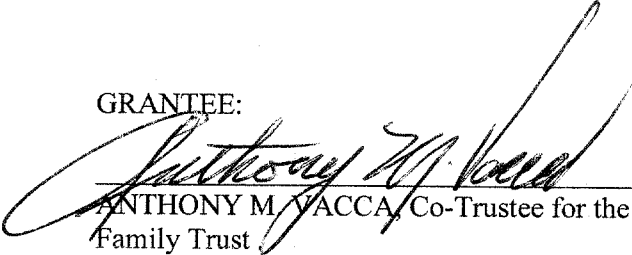
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THOMAS M. SMITH

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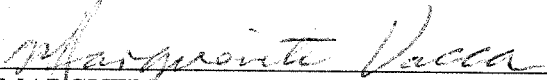
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JAMES REED O'RYAN

GRANTEE:

ANTHONY M. VACCA, Co-Trustee for the Vacca
Family Trust

GRANTEE:

Gerald R. Clark
GERALD R. CLARK

GRANTEE:

STEPHEN B. REICHERT

GRANTEE:

REED O'RYAN

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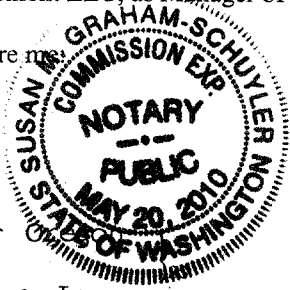
GRANTEE:

JAMES REED O'RYAN

State of Washington)
)ss
County of Kitsap)

the foregoing instrument was acknowledged before me this 30 day of August, 2006 by David L. Nunes, as President and CEO of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

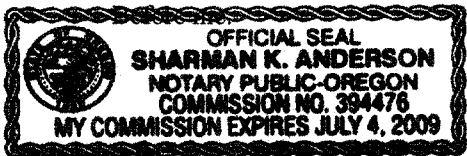
Before me:



Susan M. Graham-Schuyler
Notary Public for (State) Susan M. Graham-Schuyler
Washington
My Commissions expires: May 20, 2010

State of Oregon
County of Lane)

On August 2, 2005, personally appeared the above named Isabelle S. Woolcott and acknowledged the foregoing instrument to be ~~his~~ her voluntary act and deed.



Sharmann K. Anderson
Notary Public for (State) Oregon
My Commissions expires: 7-04-09

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____
My Commissions expires: _____

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____
My Commissions expires: _____

State of)
)ss
County of)

the foregoing instrument was acknowledged before me this ___ day of _____, 2005 by _____, as _____ of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

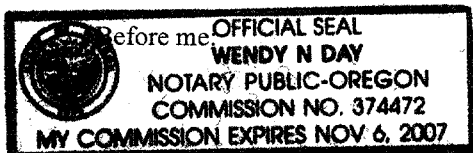
Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of Oregon)
)ss
County of Multnomah

On 7/18, 2005, personally appeared the above named Randall Swibies and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Wendy N Day
Notary Public for (State) Oregon

My Commissions expires: Nov 6, 2007

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

the foregoing instrument was acknowledged before me this ___ day of _____, 2005 by _____, as _____ of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of Oregon)
)ss
County of Deschutes)

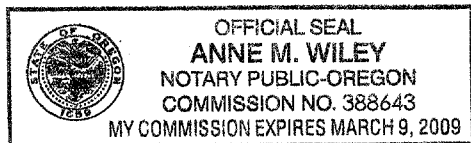
On July 27th, 2005, personally appeared the above named Peter Presnall and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me: Anne M. Wiley

Anne M. Wiley
Notary Public for (State) Oregon

My Commissions expires: 3/9/2009

State of)
)ss
County of)



On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

the foregoing instrument was acknowledged before me this ___ day of _____, 2005 by _____, as _____ of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

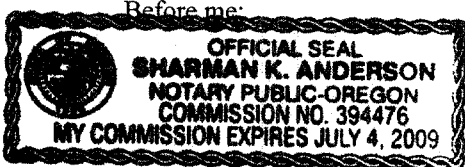
Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of Oregon)
)ss
County of Lane)

On August 2, 2005, personally appeared the above named Isabelle S. Woolcott and acknowledged the foregoing instrument to be ~~his~~ her voluntary act and deed.



Before me:

Sharmen K. Anderson
Notary Public for (State) Oregon

My Commissions expires: 7-04-09

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

the foregoing instrument was acknowledged before me this ___ day of _____, 2005 by _____, as _____ of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

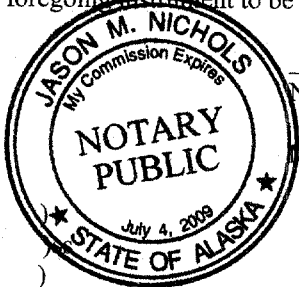
Notary Public for (State) _____

My Commissions expires: _____

State of Alaska)
)ss
County of Anchorage)

On July 18th, 2005, personally appeared the above named Virginia D. Hilliker and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:



[Signature]
Notary Public for (State) ALASKA

My Commissions expires: 7/4/09

State of)
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

the foregoing instrument was acknowledged before me this ___ day of _____, 2005 by _____, as _____ of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

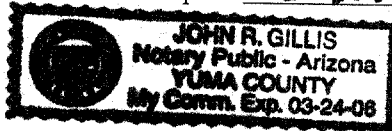
State of AZ)
)ss
County of Yuma)

On 18 July, 2005, personally appeared the above named WAYNE G. Dailor and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

John R. Gillis
Notary Public for (State) Arizona

My Commissions expires: 3-24-06.



State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

the foregoing instrument was acknowledged before me this ____ day of _____, 2005 by _____, as _____ of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

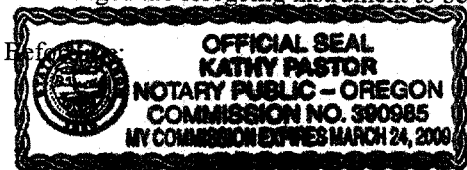
Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of Oregon)
)ss
County of Douglas

On July 12, 2005, personally appeared the above named Eldon L Perry and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Kathy Pastor
Notary Public for (State) Oregon

My Commissions expires: 3/24/09

State of Oregon)
)ss
County of Douglas

On July 12, 2005, personally appeared the above named Lorraine Perry and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Kathy Pastor
Notary Public for (State) Oregon

My Commissions expires: 3/24/09

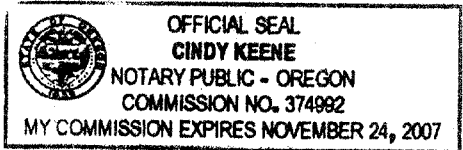
State of)
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____



State of)
)ss
County of)

the foregoing instrument was acknowledged before me this 23rd day of August, 2005 by _____, as _____ of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

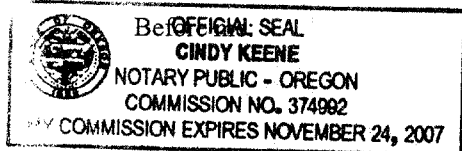
Before me:

Cindy Keene
Notary Public for (State) 11/24/07 Oregon

My Commissions expires: 11/24/07

State of Oregon)
)ss
County of Jackson)

On August 23, 2005, personally appeared the above named David R. Swan and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Cindy Keene
Notary Public for (State) Oregon

My Commissions expires: 11/24/2007

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

the foregoing instrument was acknowledged before me this ___ day of _____, 2005 by _____, as _____ of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

Before me:

Notary Public for (State) _____

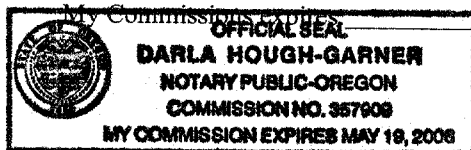
My Commissions expires: _____

State of Oregon)
)ss
County of Lane)

On July 14, 2005, personally appeared the above named Anna M Reichert and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Darla Hough-Garner
Notary Public for (State) Oregon

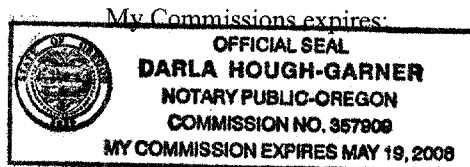


State of Oregon)
)ss
County of Lane)

On July 14, 2005, personally appeared the above named Stephen B Reichert and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Darla Hough-Garner
Notary Public for (State) Oregon



State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

the foregoing instrument was acknowledged before me this ___ day of _____, 2005 by _____, as _____ of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

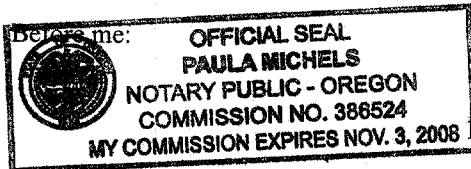
Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of Oregon)
County of Washington)ss

On August 16, 2005, personally appeared the above named Jerry L. Drake and acknowledged the foregoing instrument to be his/her voluntary act and deed.

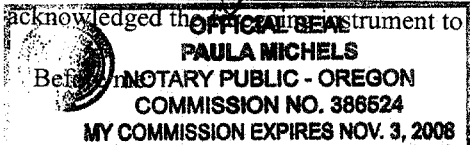


Notary Public for (State) Oregon

My Commissions expires: 11/3/08

State of Oregon)
County of Washington)ss

On August 16, 2005, personally appeared the above named Pamela J. Drake and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Notary Public for (State) Oregon

My Commissions expires: 11/3/08

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

the foregoing instrument was acknowledged before me this ____ day of _____, 2005 by _____, as _____ of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of Oregon)
)ss
County of Deschutes

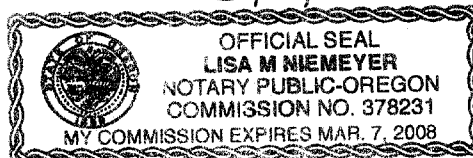
On July 26, 2005, personally appeared the above named Anthony Vaccaro and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Lisa M Niemeyer
Notary Public for (State) Oregon

My Commissions expires: 3/7/08

State of Oregon)
)ss
County of Deschutes



On July 26, 2005, personally appeared the above named Theresa Marguerite Vaccaro and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Lisa M Niemeyer
Notary Public for (State) Oregon

My Commissions expires: 3/7/08

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

the foregoing instrument was acknowledged before me this ___ day of _____, 2005 by _____, as _____ of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

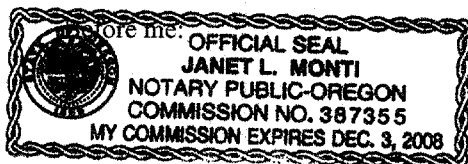
Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of Oregon)
)ss
County of Klamath)

On July 25, 2005, personally appeared the above named Gerald R. Clark and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Janet L. Monti
Notary Public for (State) Oregon

My Commissions expires: 12-3-08

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me:

Notary Public for (State) _____

My Commissions expires: _____

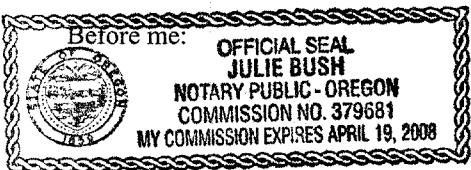
State of)
)ss
County of)

the foregoing instrument was acknowledged before me this ____ day of _____, 2005 by _____, as _____ of Olympic Resource Management LLC, as Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.

Before me: _____
Notary Public for (State) _____
My Commissions expires: _____

State of Oregon)
)ss
County of Lane)

On August 15, 2004, ~~2005~~, personally appeared the above named _____ and _____
acknowledged the foregoing instrument to be ~~his/her~~ ^{THEIR} voluntary act and deed.



LeRoy Attridge and Marjean Attridge

Notary Public for (State) OR
My Commissions expires: 4/19/08

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and _____
acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me: _____
Notary Public for (State) _____
My Commissions expires: _____

State of)
)ss
County of)

On _____, 2005, personally appeared the above named _____ and _____
acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me: _____
Notary Public for (State) _____
My Commissions expires: _____

EXHIBIT "A"

TOWNSHIP 22 SOUTH, RANGE 09 EAST, W.M., DESCHUTES COUNTY, OREGON

Section 35: SW1/4NE1/4; W1/2SE1/4; S1/2SE1/4

TOWNSHIP 23 SOUTH, RANGE 09 EAST, W.M., KLAMATH COUNTY, OREGON

Section 02: NW1/4NW1/4

Section 03: E1/2NE1/4; SW1/4NE1/4; NW1/4SE1/4; E1/2SW1/4

Section 10: E1/2NW1/4; NE1/4SW1/4; SE1/4

Section 11: SW1/4SW1/4

EXHIBIT "B"

**LOT OWNERS AND LOTS
MAHN'S ACRES SUBDIVISION**

LOT OWNERS	LEGAL DESCRIPTIONS
James Reed O’Ryan and Irene O’Ryan as Co-Trustees of the O’Ryan 1992 Living Trust	Lot 1, Block 1
Robert L. O’Ryan	Lot 2, Block 1 Lots 1 and 2, Block 2
Gerald Duane Pressnall, Trustee U/D/T Dated June 12, 1987 F/B/O Gerald Duane Pressnall Family	Lot 3, Block 1
Leroy Attridge and Maryjean Attridge	Lot 4, Block 1
Kevin E. Craddock	Lot 5, Block 1
Randall J. Swibies	North 75 feet of Lot 6, Block 1
Randall James Swibies	Lots 3 and 4, Block 2
Isabelle S. Woolcott, Trustee, FBO Isabelle S. Woolcott U/A Dated April 26, 1990	South 75 feet of Lot 6, Block 1
Virgina D. Hilliker and Wayne G. Dailey, Co-Trustees Cora Dailey Living Trust, Dated May 2, 1994	Lots 7, 8 and 9, Block 1
Eldon Leroy Perry and Lorraine Perry	Lot 5, Block 2
Anthony M. Vacca and Marguerite Vacca, Trustees of the Vacca Family Trust	Lot 6, Block 2 Lot 2, Block 3
Kevin E. Craddock	Lot 7, Block 2
Gerald R. Clark	Lot 8, Block 2
Harold Elliot	Lots 9 and 10, Block 2
Stephen B. Reichert and Anna M. Reichert	Lots 11 and 12, Block 2
Reed O’Ryan	Lots 1 and 4, Block 3 Lot 5, Block 3
Reed M. O’Ryan	Lot 3, Block 3
Sandra J. Kayser	Lot 7, Block 3
Barbara Hafer	Lot 6, Block 3
Jerry L. Drake and Pamela J. Drake	Lot 8, Block 3
Kevin Craddock	Lot 9, Block 3
Leslie A. Smith and Thomas E. Smith	Lot 10, Block 3
David Richard Swan	Lot 11, Block 3

ALSO

James Reed O’Ryan	That portion of the Section 11, Township 23 South, Range 9 East, Willamette Meridian, Klamath County, Oregon described as follows: The E1/2SW1/4
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EXHIBIT "C"

The portion of the centerline located in Deschutes County, Oregon is described as follows:

BEGINNING at a point approximately 330 feet East of the section corner of Sections 34 and 35, T22S, R9E, W.M., and Sections 2 and 3, T23S, R9E, W.M., thence Northeasterly on the GT-1 road to a point approximately 198 feet South of the N1/16 corner of the NW1/4SE1/4 Section 35, T22S, R9E, W.M.

The portion of the centerline located in Klamath County, Oregon is described as follows:

BEGINNING at a point approximately 330 feet East of the section corner of Sections 34 and 35, T22S, R9E, W.M., and Sections 2 and 3, T22S, R9E, W.M.; thence Southwesterly approximately 792 feet to the intersection of Masten Road and the MH-1 road. From said intersection thence Southeasterly approximately 1,122 feet to an intersection located approximately 198 feet Southwest of the NW1/16 corner of the SW1/4NW1/4 of Section 2, T23S, R9E, W.M.

From said intersection Southwesterly and Southerly through said Section 2 and Section 3, T23S, R9E, W.M.; to the South quarter corner of said Section 3.

From the South quarter corner of said Section 3 thence South and West terminating at a point approximately 330 feet North of the SE1/16 corner of the SW1/4SW1/4 of Section 11, T23S, R9E, W.M.

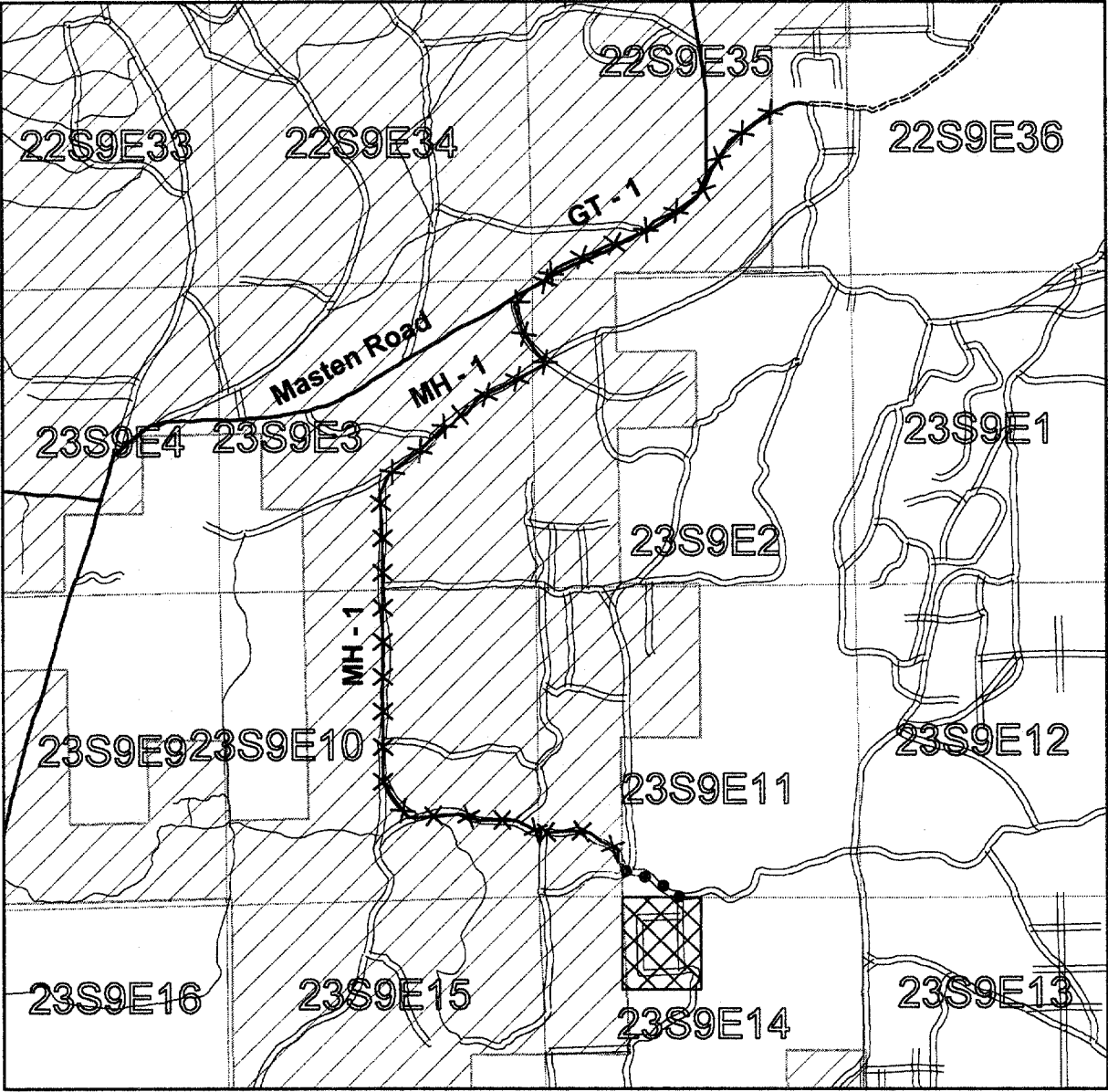
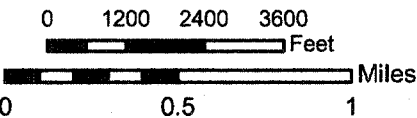


EXHIBIT "D"



Legend	Mahn Acres Lots	"O'Ryan Easement"	
	Cascade Property	"Roadway"	
CLASS	4WD TRAIL	COUNTY	MAINLINE
	HWY	FOREST ROAD	RAILROAD
			SPUR