2006-017659Klamath County, Oregon



09/01/2006 10:47:02 AM

Fee: \$181.00

After Recording Return To:
Cascade Timberlands
c/o Olympic Resource Management EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 29th of August, 2005, by an 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 relocated 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. <u>Reservation of Timber.</u> Cascade hereby reserves all timber now or hereafter growing within the Roadway, including any relocation thereof pursuant to Section 2.
- 4. <u>Use by Premittees.</u> Each Lot Owner may permit its employees, agents, contractors, subcontractors, guests, invites, and permitees ("Permitted Users") to use the Roadway for purposes of vehicular and pedestrian access to and from such Lot Owner's Lot.

- 5. <u>Compliance with Laws.</u> 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.
- Maintenance and Condition of Roadway. Each Lot Owner and each Lot Owner's Permitted 6. 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.
- 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. <u>Binding Effect.</u> 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. <u>Amendment.</u> 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. <u>Attorney's Fees.</u> 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. <u>Severability</u>. 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. <u>Counterpart Execution.</u> 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.

GRANTOR:	GRANTEE:
CASCADE TIMBERLANDS (OREGON) LLC a Delaware limited liability company By: Olympic Resource Management LLC, its	JAMES REED O'RYAN, Co-Trustee for the O'Ryan 1992 Living Trust
manager	GRANTEE:
President and CEO	IRENE O'RYAN, Co-Trustee for the O'Ryan 1992 Living Trust
Robert O'Ryan	GRANTEE:
ROBERT L. O'RYAN	KEVIN E. CRADDOCK
GRANTEE:	GRANTEE:
RANDAL J. SWIBIES	RANDAL JAMES SWIBIES
GRANTEE:	GRANTEE:
GERALD DUANE PRESSNALL, Trustee of the U/D/T Dated June 12, 1987, F/B/O Gerald Duane Pressnall Family	ISABELLE S. WOOLCOTT, Trustee, FBO Isabelle S. Woolcott U/A Dated April 26, 1990
GRANTEE:	GRANTEE:
LEROY ATTRIDGE	MARYJEAN ATTRIDGE
GRANTEE:	GRANTEE:
VIRIGINA D. HILLKER, Co-Trustee for the Cora Dailey Living Trust, Dated May 2, 1994	WAYNE G. Dailey, Co-Trustee for the Cora Dailey Living Trust, Dated May 2, 1994
GRANTEE:	GRANTEE:
ELDON LEROY PERRY	LORRAINE PERRY

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GRANTOR:	GRANTEE:
CASCADE TIMBERLANDS (OREGON) LLC a Delaware limited liability company By: Olympic Resource Management LLC, its manager	JAMES REED O'RYAN, Co-Trustee for the O'Ryan 1992 Living Trust
	GRANTEE:
Ву:	
(Printed Name) Title:	IRENE O'RYAN, Co-Trustee for the O'Ryan 1992 Living Trust
GRANTEE:	GRANTEE:
ROBERT L. O'RYAN	KEVIN E. CRADDOCK
GRANTEE: Surbu	GRANTEE:
RANDAL J. SWIBIES	RANDAL JAMES SWIBIES
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Peter Pressnall conservation The GERALD DUANE PRESSNALL, Trustee of the U/D/T Dated June 12, 1987, F/B/O Gerald Duane Pressnall Family	ISABELLE S. WOOLCOTT, Trustee, FBO Isabelle S. Woolcott U/A Dated April 26, 1990
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VIRIGINA D. HILLKER, Co-Trustee for the Cora Dailey Living Trust, Dated May 2, 1994	WAYNE G. Dailey, Co-Trustee for the Cora Dailey Living Trust, Dated May 2, 1994
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LEROY ATTRIDGE	Maylan Kattrilge MARGIEAN ATTRIDGE
GRANTEE:	MARTEAN ATTRIDGE INARTEAN PLACE GRANTEE:
VIRIGINA D. HILLKER, Co-Trustee for the Cora Dailey Living Trust, Dated May 2, 1994	WAYNE G. Dailey, Co-Trustee for the Cora Dailey Living Trust, Dated May 2, 1994
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VIRIGINA D. HILLKER, Co-Trustee for the Cora Dailey Living Trust, Dated May 2, 1994	WAYNE G. Dailey, Co-Trustee for the Cora Dailey Living Trust, Dated May 2, 1994
GRANTEE:	GRANTEE:
ELDON LEROY PERRY	Lorraine C. Perry LORRAINE PERRY

GRANTEE:	GRANTEE:
ANTHONY M. VACCA, Co-Trustee for the Vacca Family Trust	MARGUERITE VACCA, Co-Trustee for the Vacca Family Trust
GRANTEE:	GRANTEE:
GERALD R. CLARK	HAROLD ELLIOT
GRANTEE:	GRANTEE:
STEPHEN B. REICHERT	ANNA M. REICHERT
GRANTEE:	GRANTEE:
REED O'RYAN	REED M. O'RYAN
GRANTEE:	GRANTEE:
SANDRA J. KAYSER	BARBARA HAFER
GRANTEE:	GRANTEE:
JERRY L. DRAKE	PAMELA J. DRAKE
GRANTEE:	GRANTEE:
LESLIE A. SMITH	THOMAS M. SMITH
GRANTEE: Vavid Richard Swan	GRANTEE:
DAVID RICHARD SWAN	IAMES REED O'RVAN

GRANIEE:	GRANTEE:
ANTHONY M. VACCA, Co-Trustee for the Vacca Family Trust	MARGUERITE VACCA, Co-Trustee for the Vacca Family Trust
GRANTEE:	GRANTEE:
GERALD R. CLARK	HAROLD ELLIOT
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STEPHEN B. REICHERT	ANNA M. REICHERT
GRANTEE:	GRANTEE:
REED O'RYAN	REED M. O'RYAN
GRANTEE:	GRANTEE:
SANDRA J. KAYSER	BARBARA HAFER
GRANTEE:	GRANTEE:
JERRY L. DRAKE	PAMELA J. DRAKE
GRANTEE:	GRANTEE:
LESLIE A. SMITH	THOMAS M. SMITH
GRANTEE:	GRANTEE:
DAVID RICHARD SWAN	IAMES DEED O'DWAN

GRANIEE:	GRANTEE:
ANTHONY M. VACCA, Co-Trustee for the Vacca Family Trust	MARGUERITE VACCA, Co-Trustee for the Vacca Family Trust
GRANTEE:	GRANTEE:
GERALD R. CLARK	HAROLD ELLIOT
GRANTEE:	GRANTEE:
STEPHEN B. REICHERT	ANNA M. REICHERT
GRANTEE:	GRANTEE:
REED O'RYAN	REED M. O'RYAN
GRANTEE:	GRANTEE:
SANDRA J. KAYSER	BARBARA HAFER
GRANTEE: JERRY L. DRAKE	GRANTEE: PAMELA J. DRAKE
GRANTEE:	GRANTEE:
LESLIE A. SMITH	THOMAS M. SMITH
GRANTEE:	GRANTEE:
DAVID RICHARD SWAN	IAMES DEED O'DVAN

GRANTEE:	GRANTEE:
ANTHONY M ACCA Co-Trustee for the Vacca Family Trust	MARGUERITE VACCA, Co-Trustee for the Vacca Family Trust
GRANTEE:	GRANTEE:
GERALD R. CLARK	HAROLD ELLIOT
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DAVID RICHARD SWAN	JAMES REED O'RYAN

GRANTEE:	GRANTEE:
ANTHONY M. VACCA, Co-Trustee for the Vacca Family Trust	MARGUERITE VACCA, Co-Trustee for the Vacca Family Trust
GRANTEE:	GRANTEE:
Gerard R. CCarl GERALD R. CLARK	HAROLD ELLIOT
GRANTEE:	GRANTEE:
STEPHEN B. REICHERT	ANNA M. REICHERT
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REED O'RYAN	REED M. O'RYAN
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GRANTEE:	GRANTEE:
LESLIE A. SMITH	THOMAS M. SMITH
GRANTEE:	GRANTEE:
DAVID RICHARD SWAN	IAMES REED O'DVAN

State of Washi	O (
County of Kits)ss sap)		
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the fore		s acknowledged before me this 30day of August, 2008 by	
David L. Nu		, as <u>President and CEO</u> of Olympic Resou scade Timberlands (Oregon) LLC, a Delaware limited liability com	rce
Wanagement LL	AHAM.	scade Timbertands (Oregon) LLC, a Delaware limited liability comp	pany.
Before me	NSSION CA	Sugarin Stapam-Schuylor	
3,0	10/2	Notary Public for (State) Susan M. Graham-Schuyle	r
SS	OTARY I	Washington	
ું જ\	ALBUC S	My Commissions expires: May 20, 2010	
S. C.	avan 10 6		
State of	OF MASHINIT		
7/1/1	MANINAMINA		
County of Lai	,		
On At	ugust 2	, 2005, personally appeared the above named Isabelle Sout to be kis/her voluntary act and deed.	Woolcott
acknowledged th	ne foregoing instrume	ent to be kis/her voluntary act and deed.	and
SSASSASS NOFFIC	IAL SEAL	Sharman K. Anduson Notary Public for (State) Oregon	
SHARMAN	K. ANDERSON	Notary Public for (State) Or egon	
COMMISSION	HBLIC-OREGON (I) ON NO. 394476	My Commissions expires: 7-04-09	
COMMISSION EXP	IRES JULY 4, 2009 ()		
State of))ss		
County of)		
On		, 2005, personally appeared the above named	and
acknowledged th	e foregoing instrume	nt to be his/her voluntary act and deed.	
Before me:			
Before me.		Notary Public for (State)	
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		My Commissions expires:	
State of)		
J. 1110 01)ss		
County of)		
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.cknowledged th	e foregoing instrumer	nt to be his/her voluntary act and deed.	
Before me:			
		Notary Public for (State)	Product
		My Commissions expires:	

State of)	
)ss County of	
,	strument was acknowledged before me this day of, 2005 by
me roregoing me	. as of Olympic Resource
Management LLC, as Ma	, as of Olympic Resource nager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.
Before me:	
	Notary Public for (State)
	My Commissions expires:
State of Olegon	
State of OLGON))ss County of MUH mpgh	
On 7/18 acknowledged the foregoing	ng instrument to be his/her voluntary act and deed.
Pefore me OFFICIAL SEA WENDY N DA NOTARY PUBLIC-OI	REGON Notary Publicator (State) Olegon
COMMISSION NO. MY COMMISSION EXPIRES NO	w 6. 2007 My Commissions expires: MV (4, 2007)
State of)	
County of)	
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Before me:	
	Notary Public for (State)
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County of)	
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Before me:	Notory Public Co. (Co.)
	Notary Public for (State)
	My Commissions expires:

State of)	
County of)ss)	
the foregoin	g instrument was acknow	rledged before me this day of, 2005 by
Management LLC, as	Manager of Cascade Tin	of Olympic Resource mberlands (Oregon) LLC, a Delaware limited liability company.
Before me:		
	Ŋ	Totary Public for (State)
	N	My Commissions expires:
State of Oregon County of Description))ss	
On <u>Jul</u> acknowledged the for	egoing instrument to be I	2005, personally appeared the above named <u>Peter Presnall</u> and nis/her voluntary act and deed.
Before me: Anne	m. Wilay	Jenne M. Weley otary Public for (State) Oregon
	M	ly Commissions expires: 3/9/2005
State of County of))ss)	OFFICIAL SEAL ANNE M. WILEY NOTARY PUBLIC-OREGON COMMISSION NO. 388643 MY COMMISSION EXPIRES MARCH 9, 2009
On	, , , , , , , , , , , , , , , , , , ,	2005, personally appeared the above named and uis/her voluntary act and deed.
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Delote me.	No	otary Public for (State)
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the for	egoing instrument v	was acknowledged before me this day of, 2005 by
Management Ll	LC, as Manager of C	, as of Olympic Resource Cascade Timberlands (Oregon) LLC, a Delaware limited liability compa
		to the second control of the second control
Before me:		Notary Public for (State)
		My Commissions expires:
State of Oreg	ion)	
)ss	
County of La	,	
On A	ugust 2	, 2005, personally appeared the above named Isabelle S.
acknowledged t	he foregoing instrur	ment to be kix/her voluntary act and deed.
Refore me		Sharman K. anderson
	IAL SEAL	Notary Public for (State) Oregon
	K. ANDERSON	
7 NOTARY PU	BUC-OREGON A	7.04.00
7 NOTARY PU COMMISSIO	BLIC-OREGON A	My Commissions expires: 7-04-09
7 NOTARY PU COMMISSION COMMISSION EXPI	BLC-OREGON 6	My Commissions expires: 7-04-09
7 NOTARY PU COMMISSION COMMISSION EXPI	BLIC-OREGON IN NO. 394476 RES JULY 4, 2009	My Commissions expires: 7-04-09
COMMISSION EXPI	BLIC-OREGON A	My Commissions expires: 7-04-09
NOTARY PU COMMISSION EXPI	BLIC-OREGON (1) NO. 394476 (1) RES JULY 4, 2009 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	
OMMISSION EXPI	BLIC-OREGON (1) NO. 394476 (1) RES JULY 4, 2009 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	, 2005, personally appeared the above named
OMMISSION EXPI	BLIC-OREGON (1) NO. 394476 (1) RES JULY 4, 2009 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	
OMMISSION EXPI	BLIC-OREGON (1) NO. 394476 (1) RES JULY 4, 2009 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	, 2005, personally appeared the above named nent to be his/her voluntary act and deed.
OMMISSION EXPI	BLIC-OREGON (1) NO. 394476 (1) RES JULY 4, 2009 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	, 2005, personally appeared the above named ment to be his/her voluntary act and deed.
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County of Before me: County of On_ County of County of County of County of County of On_ County of County of On_ County of County of	BUC-OREGON NN NO. 394476 RES JULY 4, 2009))ss) he foregoing instrum))ss)	
County of Before me: County of On_ County of County of County of County of County of On_ County of County of On_ County of County of	BUC-OREGON NN NO. 394476 RES JULY 4, 2009))ss) he foregoing instrum))ss)	
Commission expirements of the country of the countr	BUC-OREGON NN NO. 394476 RES JULY 4, 2009))ss) he foregoing instrum))ss)	

State of)		
County of)ss		
the foregoing instrum	ent was acknowledged before me thisday of, 2005 by	
Management LLC, as Manager	, as of Olympic Resort of Cascade Timberlands (Oregon) LLC, a Delaware limited liability con	urce npany.
Before me:		
	Notary Public for (State)	
	My Commissions expires:	
State of)		
County of)		
Onacknowledged the foregoing in	, 2005, personally appeared the above namedstrument to be his/her voluntary act and deed.	and
Before me:		
	Notary Public for (State)	
	My Commissions expires:	
Before me: NOT PU!	Notary Public for (State) ALASKA Notary Public for State) 19 Notary Public for State	<u>Hilliker</u> and
On cknowledged the foregoing ins		and
	My Commissions expires:	

State of)		
County of)ss)		
the foregoi	ing instrument was ack	nowledged before me this day of, 2005 by	
		as of Olympia Passyras	
Management LLC,	as Manager of Cascade	, as of Olympic Resource e Timberlands (Oregon) LLC, a Delaware limited liability company.	:
Before me:			•
		Notary Public for (State)	
		My Commissions expires:	
State of A2)		
County of Yum 19)ss ·)		
· ·		, 2005, personally appeared the above named Wayne G. Baile be his/her-voluntary act and deed.	Knd
acknowledged the fo	oregoing instrument to	be his/her voluntary act and deed.	and
Before me:		() La () () () ()	
		Notary Public for (State)	
		My Commissions expires: 3-24-06.	
		JOHN R. GILLIS	
State of)	Notary Public - Arizona YUMA COUNTY	
County of)ss)	My Comm. Exp. 03-24-08	
	,		
Onacknowledged the fo	regoing instrument to	, 2005, personally appeared the above named abe his/her voluntary act and deed.	ınd
Before me:			
Bololo mo.		Notary Public for (State)	
		My Commissions expires:	
State of)		
County of)ss)		
On		_, 2005, personally appeared the above named a	nd
acknowledged the for	regoing instrument to b	be his/her voluntary act and deed.	
Before me:			
		Notary Public for (State)	
		My Commissions expires:	

State of)	
County of)	
the foregoing instrument was ackn	owledged before me thisday of, 2005 by
Management LLC, as Manager of Cascade	as of Olympic Resource Timberlands (Oregon) LLC, a Delaware limited liability company.
Before me:	
	Notary Public for (State)
	My Commissions expires:
State of Oregon) (State of Oregon) (State of Oregon)	
On July 12 acknowledged the foregoing instrument to be	, 2005, personally appeared the above named Eldon Perahabe his/her voluntary act and deed. Kasey Posto Notary Public for (State)
State of Oregon) State of Oregon) Ss County of Douglas	My Commissions expires: 3 24 69
On July 12 acknowledged the foregoing instrument to b	, 2005, personally appeared the above named Lorroine Personal e his/her voluntary act and deed.
Before me:	Katery Paston
NOTARY PUBLIC - OREGO	M Commissions expires: 3/24/09
State of MY COMMISSION DOTTER MARCH 24,	
County of)	
On_acknowledged the foregoing instrument to b	_, 2005, personally appeared the above named and e his/her voluntary act and deed.
Before me:	
	Notary Public for (State)
	My Commissions expires:



State of)ss	MY COMMISSION EXPIRES NOVEMBER 24, 2007	
County of)		
the for		was acknowledged before me this day of Hugus, 2005 by, as	Sourca
Management LI	LC, as Manager of	Cascade Timberlands (Oregon) LLC, a Pelaware limited liability co	ompany.
Before me:		Notary Public for (State) + 124 / 0=	7-0
		My Commissions expires: 14/24/07	armanc'
State of O	10A)		
State of O	(Son)	\mathcal{O}_{i}	00
Onf acknowledged tl	tug wt he foregoing instru	ment to be his/her voluntary act and deed.	(,) we ar
Bef official: SE	AL I	Cinda Keene	
CINDY KEEN NOTARY PUBLIC -	iE .	Notary Public for (State) Of Cayon	
CINDY KEEN NOTARY PUBLIC - COMMISSION NO. MISSION EXPIRES N	IE OREGON 374992	Notary Public for (State) Of Cayon My Commissions expires: 1/24/2007	
NOTARY PUBLIC - COMMISSION NO.	IE OREGON 374992 OVEMBER 24, 2007		-
NOTARY PUBLIC - (COMMISSION NO.	IE OREGON 374992		-
NOTARY PUBLIC - COMMISSION NO. MISSION EXPIRES NO State of County of	IE OREGON 374992 OVEMBER 24, 2007	My Commissions expires: 1/24/3007	-
NOTARY PUBLIC - COMMISSION NO. MISSION EXPIRES NO State of County of On	DVEMBER 24, 2007	My Commissions expires: 1/24/3007	an
NOTARY PUBLIC - COMMISSION NO. MISSION EXPIRES NO State of County of On acknowledged the	DVEMBER 24, 2007	My Commissions expires: 1/24/3007	an
NOTARY PUBLIC - COMMISSION NO. MISSION EXPIRES NO State of County of On	DVEMBER 24, 2007	My Commissions expires: 1/24/3007	ar
NOTARY PUBLIC - COMMISSION NO. MISSION EXPIRES NO State of County of On acknowledged the	DVEMBER 24, 2007	My Commissions expires: 1/24/3007	ar
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NOTARY PUBLIC - COMMISSION NO. MISSION EXPIRES NO State of County of On acknowledged the Before me:	DVEMBER 24, 2007	My Commissions expires:	ar
NOTARY PUBLIC - COMMISSION NO. MISSION EXPIRES NO State of County of On_ acknowledged the Before me: State of County of On_ acknowledged the On_ a	DECONEGON 374992 DVEMBER 24, 2007))ss) ne foregoing instru))ss)	My Commissions expires:	
NOTARY PUBLIC - COMMISSION NO. MISSION EXPIRES NO State of County of On_ acknowledged the Before me: State of County of On_ acknowledged the On_ a	DECONEGON 374992 DVEMBER 24, 2007))ss) ne foregoing instru))ss)	My Commissions expires:	an

My Commissions expires:____

State of	
County of)	SS
the foregoing	instrument was admovided and before we thin 1 and 2
the foregoing	instrument was acknowledged before me this day of, 2005 by
Management LLC, as N	, as of Olympic Resource Manager of Cascade Timberlands (Oregon) LLC, a Delaware limited liability company.
Before me:	
	Notary Public for (State)
	My Commissions expires:
State of Oreque)	
County of Lane)	SS .
On July acknowledged the foreg	, 2005, personally appeared the above named Anna Meichert and soing instrument to be his/her voluntary act and deed.
Before me:	Notary Public for (State) Oregon
State of Overlow) State of Overlow) County of Lawe)	DARLA HOUGH-GARNER NOTARY PUBLIC-OREGON COMMISSION NO. 357909 MY COMMISSION EXPIRES MAY 18, 2008
On	oing instrument to be his/her voluntary act and deed.
Before me:	Notary Public for (State) OVEGON
State of))s County of)	My Commissions expires: 5-19-06 OFFICIAL SEAL DARLA HOUGH-GARNER NOTARY PUBLIC-OREGON COMMISSION NO. 357909 MY COMMISSION EXPIRES MAY 19, 2008
Onacknowledged the forego	
Before me:	
	Notary Public for (State)
	My Commissions expires:

State of)	
County of)ss	
the foregoing instrument was ack	nowledged before me this day of, 2005 by
Management LLC, as Manager of Cascade	, as of Olympic Resource Timberlands (Oregon) LLC, a Delaware limited liability company.
	Timecriands (Oregon) LEC, a Delaware limited hability company.
Before me:	Notary Public for (State)
	Notary Fublic for (State)
	My Commissions expires:
State of Overym) County of Walnuts	
County of Wahren	
On August 16 acknowledged the folgoing instrument to	, 2005, personally appeared the above named <u>Jevry L. Drake</u> and be his/her voluntary act and deed
	7 M. l. M. B. 2
PAULA MICHELS NOTARY PUBLIC - OREGON COMMISSION NO. 386524 MY COMMISSION EXPIRES NOV. 3, 200	Notary Public for (State) Notary Public for (State) Notary Public for (State) Notary Public for (State) Notary Public for (State)
State of Ovegon)	
County of Washington	
on_August_16	, 2005, personally appeared the above named Pamela J. Dvake
PAULA MICHELS PAULA MICHELS Beil Photography Public - OREGON COMMISSION NO. 386524	- While Michils
MY COMMISSION EXPIRES NOV. 3, 2008	Notary Public for (State) Chen
	My Commissions expires: 11/3/08
State of)	
)ss County of)	
Oncknowledged the foregoing instrument to be	_, 2005, personally appeared the above named and
	to marie voluntary act and deed.
Before me:	Notone Public for (Cook)
	Notary Public for (State)
	My Commissions expires:

State of)		
County of)ss		ANAMATINE IN SEC. OF SEC. OF
the foregoing instrument w	as acknowledged before me thisday of, 2005 by	
Management LLC, as Manager of C	, as of Olympic Resource ascade Timberlands (Oregon) LLC, a Delaware limited liability company.	1
Before me:		-
	Notary Public for (State)	
	My Commissions expires:	
State of OVESON)		
State of CVLSCN))ss County of Deschutes		MET 1 MARIA 1 M 1 1 M 1 M 1 M 1 M 1 M 1 M 1 M 1 M
On July 26 acknowledged the foregoing instrum	ent to be his/her voluntary act and deed.	
Before me:	Notary Public for (State) Wegens	1 m m m m m m m m m m m m m m m m m m m
	My Commissions expires: 3/5/08	
State of OVEGEN) County of DESChutter	OFFICIAL SEAL LISA M NIEMEYER NOTARY PUBLIC-OREGON COMMISSION NO. 378231 MY COMMISSION EXPIRES MAR. 7, 2008	en darda
On July 24 acknowledged the foregoing instrum	, 2005, personally appeared the above named Nevesa and ent to be his/her voluntary act and deed.	THE VIEW
Before me:	Notary Public for (State) Wegen	
	My Commissions expires: $37/06$	
State of)		
)ss County of)		
Onacknowledged the foregoing instrume	, 2005, personally appeared the above named and ent to be his/her voluntary act and deed.	
Before me:		BIST PATERNA
	Notary Public for (State)	TOTAL COMMITTEE CO.
	My Commissions expires:	

County of)ss	
the foregoing instrument was ackr	nowledged before me this day of, 2005 by
Management LLC, as Manager of Cascade	as
Before me:	
	Notary Public for (State)
	My Commissions expires:
State of Oregon) County of Klarnath	
On Utily 25 acknowledged the foregoing instrument to be	_, 2005, personally appeared the above named Gerald R. Clarkand be his/her voluntary act and deed.
	Notary Public for (State) Oregon (2) 3 08
JANET L. MONTI	Notary Public for (State) OREGOV
NOTARY PUBLIC-OREGON COMMISSION NO. 387355 MY COMMISSION EXPIRES DEC. 3, 2008	My Commissions expires: 12-3.08
State of)	
County of)	
Onacknowledged the foregoing instrument to h	, 2005, personally appeared the above named and be his/her voluntary act and deed.
Before me:	:
before the:	Notary Public for (State)
	My Commissions expires:
State of)	
)ss County of)	
Onacknowledged the foregoing instrument to b	_, 2005, personally appeared the above named and e his/her voluntary act and deed.
Before me:	
	Notary Public for (State)
	My Commissions expires:

State of)		
County of)		
the foregoing instrument was acl	knowledged before me this day of, 2005 by	
Management LLC, as Manager of Cascad	, as of Olympic Resource le Timberlands (Oregon) LLC, a Delaware limited liability company.	
Before me:		
	Notary Public for (State)	
	My Commissions expires:	
State of Mayon)		
State of Delay (N))ss County of Land)	n laPon Attridage as	ud maviean
on amoust 15.7	DO, 2005; personally appeared the above named o be his/her voluntary act and deed	Attriolge
acknowledged the foregoing instrument to	o be his/her voluntary act and deed	_ and *
Before me: OFFICIAL SEAL	/MUJON82	->
JULIE BUSH NOTARY PUBLIC - OREGON	Notary Public for (State) 012/	
COMMISSION NO. 379681 MY COMMISSION EXPIRES APRIL 19, 2008	My Commissions expires: 4/19/08	
State of)		
)ss County of)		
·	2005 marganally appropried the share and	
acknowledged the foregoing instrument to	, 2005, personally appeared the above named	_ and
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	b 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

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

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	Lot 1, Block 1
Co-Trustees of the O'Ryan 1992 Living Trust	
Robert L. O'Ryan	Lot 2, Block 1
	Lots 1 and 2, Block 2
Gerald Duane Pressnall, Trustee U/D/T	Lot 3, Block 1
Dated June 12, 1987 F/B/O Gerald Duane Pressnall Family	
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	South 75 feet of Lot 6, Block 1
U/A Dated April 26, 1990	
Virgina D. Hilliker and Wayne G. Dailey, Co-Trustees	Lots 7, 8 and 9, Block 1
Cora Dailey Living Trust, Dated May 2, 1994	
Eldon Leroy Perry and Lorraine Perry	Lot 5, Block 2
Anthony M. Vacca and Marguerite Vacca,	Lot 6, Block 2
Trustees of the Vacca Family Trust	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

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.

