

2006-022744

Klamath County, Oregon

**AFTER RECORDING, RETURN TO:**

Cascade Timberlands, LLC  
c/o Olympic Resource Management  
Attn: Land Records  
19245 Tenth Avenue, NE  
Poulsbo, WA 98370



00008688200600227440070074

11/14/2006 11:31:48 AM

Fee: \$51.00

MTC1394-8249

**EASEMENT AGREEMENT**

**Grantor:** Cascade Timberlands (Oregon) LLC, a Delaware limited liability company

**Grantee:** Ted C. Holm and Penny L. Holm

**Abbreviated Legal Description:** Ptn. of Sec. 24, T 32 S, R 7 E., W.M.

**Assessor Property Tax Parcel Account Number:** Ptn. of 3207-00000-00100-000 and 3207-01000-00100-000

AMERITITLE, has recorded this  
instrument by request as an accommodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

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## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is between **CASCADE TIMBERLANDS (OREGON), LLC**, a Delaware limited liability company as ("Grantor"), and **TED C. HOLM AND PENNY L. HOLM** ("Grantees").

### RECITALS

A. Grantor is the owner of a 16-foot-wide roadway situated in Klamath County, Oregon, described on Exhibit A attached and known as the "Burdened Property".

B. Grantees are the owners of real property situated in Klamath County, Oregon, described on Exhibit A attached and known as the "Benefitted Property".

C. Grantees desire to acquire a roadway easement upon Grantor's Property for the benefit of Grantees Property.

NOW, in consideration of the mutual promises contained and other good and valuable consideration, the parties agree as follows:

### AGREEMENT

1. **Creation of Easement.** Grantor does grant to Grantees, subject to matters of record, a perpetual nonexclusive easement (the "Easement") in, on, over, under, upon, and within Grantor's Property for the use of an existing roadway (the "Roadway").

2. **Reservation of Rights.** Grantor reserves for itself and its agents, contractors, employees, guests, invitees, and grantees the right to use Grantor's Property and the Roadway for any lawful use.

3. **Construction and Maintenance of the Roadway.** Grantor shall not be obligated to maintain or repair Grantor's Property or the Roadway. Grantees shall maintain and repair Grantor's Property and the Roadway at its expense, but only to the extent that Grantor's Property and the Roadway are damaged by Grantees or their agents, contractors, employees, guests, and invitees.

4. **Restoration of Damage to Grantor's Property.** Grantees shall restore, in a timely manner, any damage to Grantor's Property caused by Grantees, their agents, contractors, employees, guests, invitees, and subcontractors, in their construction, installation, maintenance, repair, replacement, or use of Grantor's Property and the Roadway.

5. **Rules and Regulations.** Grantees at their sole expense shall comply with all safety and security rules and regulations of general applicability adopted by Grantor, from time to time, relating to the use of Grantor's Property, including without limitation rules and

regulations relating to the safety and security of Grantor's Property and the Roadway (for example, rules relating to vehicle speed limits and roadway gates).

6. **Gate.** Grantor may maintain a locked gate within Grantor's Property, in which case Grantor shall provide a lock combination or key to Grantees and Grantees shall keep the gate closed and locked at all times except for brief periods during the passage of authorized persons and vehicles.

7. **Compliance with Laws.** Grantees at their sole expense shall comply with all applicable codes, laws, ordinances, regulations, and statutes relating to the maintenance, repair, replacement, and use of Grantor's Property and the Roadway. Grantees at their sole expense shall obtain any and all required governmental approvals and permits relating to Grantor's Property and the Roadway prior to the maintenance, repair, replacement, and use of Grantor's Property and the Roadway.

8. **Assumption of Risk.** Grantor makes no warranty or representation as to the condition, safety, or suitability of Grantor's Property or the Roadway for Grantees intended use. Grantees, on behalf of Grantees and their agents, contractors, employees, guests, invitees, and subcontractors, expressly assume all risks relating to use of Grantor's Property and the Roadway. Grantees understand and agree that Grantor would not make this Agreement without an express assumption of all risks by Grantees.

9. **Indemnification of Grantor.** Grantees agree to defend, indemnify, and hold Grantor harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by Grantor arising out of or related to Grantees maintenance, repair, replacement, or use of Grantor's Property and Roadway and the use of Grantor's Property and the Roadway by Grantees agents, contractors, employees, guests, invitees, and subcontractors.

10. **Fire Prevention.** Grantees shall use the utmost diligence and precaution to prevent fires from starting on or spreading on, onto, or from Grantor's Property and other real property owned by Grantor.

11. **No Liens.** Grantees shall allow no liens to attach to Grantor's Property.

12. **Covenants by Grantees Regarding Use of Grantees Property.** Grantees, on behalf of itself and all future owners of Grantees Property, covenants to Grantor, its successors and assigns, that Grantee's Property shall be used only for single-family residential purposes, and that in perpetuity the Easement and Roadway shall be used only to and from one (1) single-family residential dwelling unit located upon Grantee's Property. The limitations set forth in this section may be waived by Grantor if such waiver is clear and unequivocal and is contained in a writing executed and delivered by an authorized representative of Grantor, and such limitations also may be amended by a written amendment to this Agreement executed and delivered by an authorized representative of the parties and recorded in the real property records of Klamath County, Oregon.

13. **Assignment and Subdivision.** Grantees may not assign its rights and obligations under the Easement and this Agreement except to future owners of the whole of Grantee's Property and not any subdivided portions. The limitations set forth in this section may be waived by Grantor if such waiver is clear and unequivocal and is contained in a writing executed and delivered by an authorized representative of Grantor, and such limitations also may be amended by a written amendment to this Agreement executed and delivered by an authorized representative of the parties and recorded in the real property records of Klamath County, Oregon.

14. **Benefits and Burdens.** The burdens and benefits of the Easement and this Agreement are intended to attach to and run with the land. The terms and conditions of the Easement and this Agreement shall be binding upon and shall inure to the benefit of Grantor, Grantees, and the future owners of Grantor's Property and Grantee's entire Property as it now exists.

15. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Grantor, to:

Cascade Timberlands (Oregon) LLC,  
c/o Olympic Resource Management, LLC  
Attn: Land Records  
19245 Tenth Avenue NE  
Poulsbo, WA 98370-0239  
Phone: 360-697-6626  
Fax: 360-697-1156

If to Grantees, to:

Ted C. Holm and Penny L. Holm  
P.O. Box 305  
Mehama, OR 97384

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16. **Attorneys' Fees.** If Grantor or Grantees shall bring any action arising out of this Agreement, the losing party shall pay the prevailing party a reasonable sum for attorneys fees in such suit, at trial and on appeal, and such attorney's fees shall be deemed to have accrued on the commencement of such action.

17. **No Other Agreements; Termination of Existing Easement Claims.** All prior agreements, written or oral, if any, regarding easements upon Grantor's Property for the benefit

of Grantee's Property are terminated and shall have no further force or effect. Grantees abandons, releases, relinquishes, and terminates any and all legal and equitable claims held by Grantees, their successors and assigns, and relating to any and all real property owned by Grantor as of the date of this, except claims arising under this Agreement.

18. **General.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. This Agreement may be executed and delivered in counterparts.

DATED this 7th day of November, 2006.

**GRANTOR:**

Cascade Timberlands (Oregon) LLC, a Delaware limited liability company

By Its Manager Olympic Resource Management, LLC, a Washington limited liability company

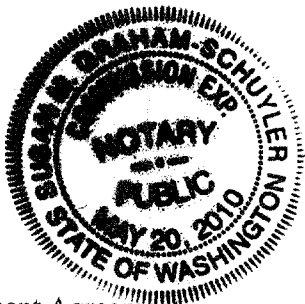
By David L. Nunes  
David L. Nunes,  
President and Chief Executive Officer

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KITSAP            )

On this 7th day of November, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID L. NUNES, to me known to be the President and Chief Executive Officer of Olympic Resource Management, LLC which is known to me to be the Manager of Cascade Timberlands (Oregon) LLC the company that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the company, for the uses and purposes mentioned, and stated that he was authorized to execute the instrument.

DATED this 7th day of November, 2006.

ACKNOWLEDGED:



Susan M. Graham-Schuyler  
(Print Name) Susan M. Graham-Schuyler  
NOTARY PUBLIC in and for the State of  
Washington, residing at Suquamish  
My commission expires May 20, 2010

DATED this 21<sup>st</sup> day of October, 2006.

GRANTEES:

Ted C. Holm

Ted C. Holm

Penny L. Holm

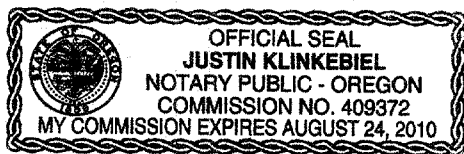
Penny L. Holm

STATE OF OREGON )  
 ) ss.  
COUNTY OF MAZON )

On this 21<sup>st</sup> day of OCTOBER, 2006, before me, the undersigned, a Notary Public in and for the State of OREGON, personally appeared Ted C. Holm and Penny L. Holm, that they executed the foregoing instrument, and acknowledged the instrument to be their free and voluntary act and deed, for the uses and purposes mentioned, and stated that they were authorized to execute the instrument.

DATED this 21<sup>st</sup> day of October, 2006.

ACKNOWLEDGED:



Justin Klinkbiel  
(Print Name)

Justin Klinkbiel

NOTARY PUBLIC in and for the State of  
OREGON, residing at OREGON COMMUNITY CREDIT UNION  
My commission expires AUGUST 24, 2010

**EXHIBIT A**

Description of Grantor's Property

Burdened Parcel:

The North half and the North half of the Southeast quarter of Section 24, Township 32 South, Range 7 East, Willamette Meridian, County of Klamath, State of Oregon;

EXCEPT that portion conveyed by Hanson Natural Resources Company to the State of Oregon in instrument dated March 31, 1994.

Benefitted Parcel:

Tax Lot number 1800, in the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 19, Township 32, South, Range 8 East, Willamette Meridian, County of Klamath, State of Oregon.