

MTC 79679

After Recording Return To:  
Cascade Timberlands (Oregon) LLC  
c/o Olympic Resource Management,  
LLC  
19245 Tenth Avenue NE  
Poulsbo, WA 98370

2007-013739

Klamath County, Oregon



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08/03/2007 11:58:28 AM

Fee: \$61.00

## EASEMENT AGREEMENT AND WAIVER

This EASEMENT AGREEMENT AND WAIVER (the "Agreement") is made by and between CASCADE TIMBERLANDS (OREGON) LLC, a Delaware limited liability company ("Grantor"), and Brian Templeton and Jackie Templeton, husband and wife, as ("Grantees").

A. Access Easement. In consideration of the payment provided and other valuable consideration provided, Grantor grants and conveys unto Grantees, their successors and assigns, a perpetual nonexclusive easement over the portion of an existing road, 18 feet in width, as shown with "X's" on the map attached as **Exhibit A** and incorporated as if fully set forth herein, and more particularly described as follows which lies within the property of Grantor described on the attached **Exhibit B** ("Grantor's Property"):

Beginning at a point on Crescent Cutoff Road in the E1/2 of Section 29, Township 24 South, Range 8 East, W.M., located near the line common to the Northeast quarter and the Southeast quarter of Section 29;

Thence proceeding south along an existing road to a point on the north line of the Northwest quarter of the Northeast quarter of Section 32, Township 24 South, Range 8 East, W.M., which is approximately 100 feet west of the East 1/16 corner on the north line of Section 32;

Thence proceeding southwesterly along the existing road to a point on the south line of the Northwest quarter of the Northeast quarter of Section 32, Township 24 South, Range 8 East, W.M., which is approximately 200 feet east of the CN 1/6 corner of Section 32;

Thence proceeding in a southerly direction along the existing road to a point on the south line of the Southeast quarter of the Southwest quarter of Section 32, Township 24 South, Range 8 East, W.M.;

Thence proceeding in a southerly direction along the existing road to point where the existing road intersects another road running in an easterly direction, such point being located near the south line of the Southeast quarter of the Northwest quarter of Section 5, Township 25 South, Range 8 East, W.M.;

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Thence proceeding in an easterly direction along the existing road to a point on the west line of the Northwest quarter of the Southeast quarter of Section 5, Township 25 South, Range 8 East, W.M;

Thence proceeding in a generally easterly direction along the existing road through Parcels 1, 2, and 3 as platted on Tract No. 1214, Deschutes Land Sales Unit 2, filed for record in Klamath County, Oregon on September 18, 1987 at Volume 22, File Nos. 63 and 64, to a point on the north line of the Northwest quarter of the Southeast quarter of Section 5, Township 25 South, Range 8 East, W.M.

The portion of the foregoing road lying within Grantor's Property is hereafter referred to the "Road."

The above described road also runs over and across portions of real property owned by the United States of America. Grantor makes no representations regarding Grantor's rights to use the portion of the road lying on the property owned by the United States of America.

This 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 for residential use of Grantee's property described as follows: Tax Lot 2508 05D0 100, legally described as the East one-half (E1/2) of the Southeast one-half (SE1/2) Section 5, Township 25 South, Range 8 East, W.M., Klamath County, Oregon ("Grantee's Property").
2. Grantor shall have the right, but no obligation to maintain Road on Grantor's Property. Grantees expressly waive the provisions of ORS 105.170 to 105.185. Grantees shall repair any damage to the Road caused by Grantees, their agents and employees.
3. The Grantees 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.

4. Grantees 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 Grantees, its authorized agents, permittees and employees with the requirements of such laws. Grantees right to use the road shall include incidental forest use purposes. Grantee shall bear the cost of road maintenance on the basis of respective uses of the easement road.
5. Grantees shall not improve the existing road upon the Easement beyond its present state without the prior written permission of Grantor.
6. Grantor reserves the right to periodically block the Easement if it is deemed necessary to facilitate Grantor's commercial forest operations.
7. Grantor reserves for itself, its successors and assigns, and permittees, 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. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it; 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 Grantees.
8. The consideration for the Easement grant from Grantor to Grantees is waiver and forestry easement set forth in paragraph B below and the cash price of Two Thousand Dollars (\$2,000) to be paid by Grantees to Grantor upon execution of this Easement.
9. 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 Grantees, 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.
10. Grantees acknowledges that the Easement 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 County or apparent on the ground.
11. 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.

12. 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. Grantees acknowledge 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. Grantees waive 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 assigned, which might conflict with Grantee's use of the Grantee's Property for residential purposes. Grantees grant and convey 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.

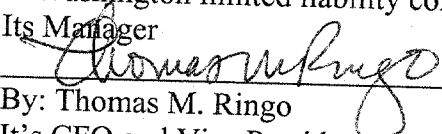
ACKNOWLEDGED AND AGREED to by the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

GRANTOR:

CASCADE TIMBERLANDS (OREGON) LLC  
A Delaware limited liability company

By: Cascade Timberlands LLC, a Delaware  
limited liability company, Its Member

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

  
By: Thomas M. Ringo  
It's CFO and Vice President

GRANTEES:

\_\_\_\_\_  
Brian Templeton

\_\_\_\_\_  
Jackie Templeton

12. 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. Grantees acknowledge 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. Grantees waive 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 assigned, which might conflict with Grantee's use of the Grantee's Property for residential purposes. Grantees grant and convey 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.

ACKNOWLEDGED AND AGREED to by the parties this Aug day of 1, 2007.

GRANTOR:  
CASCADE TIMBERLANDS (OREGON) LLC  
A Delaware limited liability company

By: Cascade Timberlands LLC, a Delaware  
limited liability company, Its Member  
By: Olympic Resource Management, LLC  
A Washington limited liability company  
Its Manager

Thomas M. Ringo  
By: Thomas M. Ringo  
It's CFO and Vice President

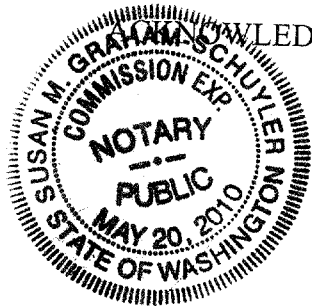
GRANTEES:

Brian Templeton  
Brian Templeton

Jackie Templeton  
Jackie Templeton

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that Thomas M. Ringo, is the person who appeared before me, and he acknowledged that he signed this instrument and is authorized to execute the document as the CFO and Vice President of Olympic Resource Management, LLC, a Washington limited liability company, Manager of Cascade Timberlands LLC, a Delaware limited liability company and that it is the free and voluntary act of the entity for the uses and purposes declared in the document.



ACKNOWLEDGED this 30<sup>th</sup> day of July, 2007.

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

State of )  
 ) ss.  
County of )

On \_\_\_\_\_, 2007, personally appeared the above named  
\_\_\_\_\_ and acknowledged the foregoing instrument to be their voluntary  
act and deed.

Before me:

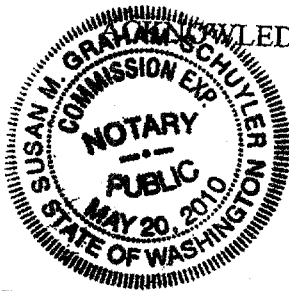
\_\_\_\_\_  
Notary Public for (State) \_\_\_\_\_

My Commissions expires: \_\_\_\_\_

STATE OF WASHINGTON )

COUNTY OF KITSAP ) ss.  
)

I certify that I know or have satisfactory evidence that Thomas M. Ringo, is the person who appeared before me, and he acknowledged that he signed this instrument and is authorized to execute the document as the CFO and Vice President of Olympic Resource Management, LLC, a Washington limited liability company, Manager of Cascade Timberlands LLC, a Delaware limited liability company and that it is the free and voluntary act of the entity for the uses and purposes declared in the document.

ACKNOWLEDGED this 30<sup>th</sup> day of July, 2007.

Susan M. Graham-Schuyler  
 NOTARY PUBLIC in and for the State of  
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 My commission expires: May 20, 2010  
 Print Name: Susan M. Graham-Schuyler

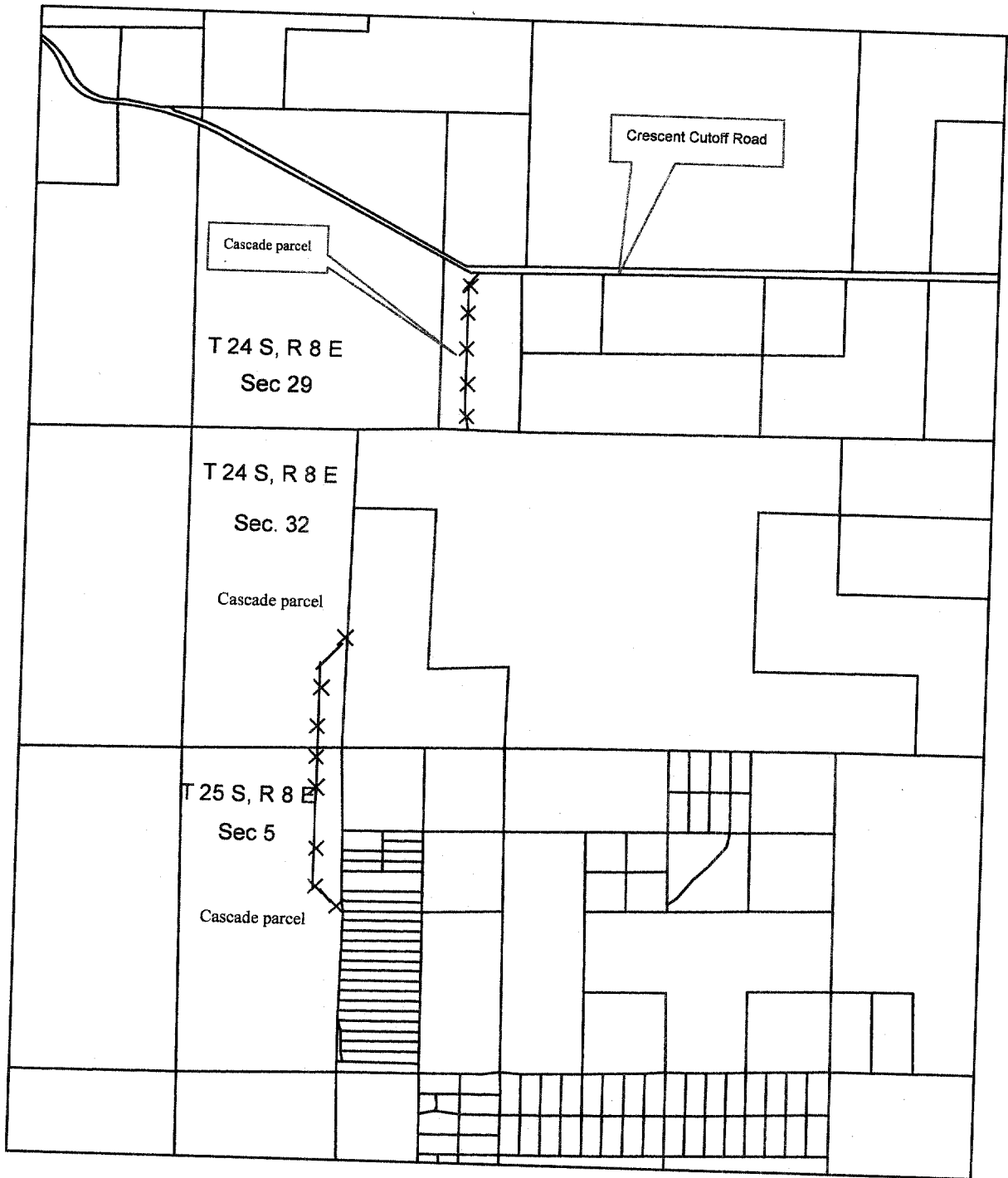
State of Oregon)  
 )ss  
 County of Lane)

On Aug. 1, 2007, personally appeared the above named  
Brian, Jackie Templeton and acknowledged the foregoing instrument to be their voluntary  
 act and deed.

Before me:

Lori B. Lellie  
 Notary Public for (State) Oregon PAK Mail  
 My Commissions expires: May 19, 2008

Exhibit A



Cascade to Templeton Easement Map  
X = Easement delineation



**EXHIBIT B  
TO  
EASEMENT AGREEMENT AND WAIVER**

**Legal Description of Grantor's Property**

The East half of Section 29, Township 24 South, Range 8 East, W.M., lying South of the Crescent Cutoff Road; and that portion lying in the Southwest quarter of Section 32, Township 24 South, Range 8 East, W.M., County of Klamath, State of Oregon.

Government Lot 3 and the South half of the Northwest quarter of Section 5, Township 25 South, Range 8 East, W.M., County of Klamath, State of Oregon.

The East half of the Southeast quarter of Section 5, Township 25 South, Range 8 East, W.M., County of Klamath, State of Oregon.