

WTC 84664-KR

2009-009437

Klamath County, Oregon



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07/10/2009 11:19:06 AM

Fee: \$46.00

## RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED  
BY THE PERSON REPRESENTING THE  
ATTACHED INSTRUMENT FOR RECORDING.  
ANY ERRORS IN THIS COVER SHEET DO NOT  
AFFECT THE TRANSACTION(S) CONTAINED  
IN THE INSTRUMENT ITSELF.

### After Recording, Return To:

AmeriTitle Escrow #MT84664-KR  
300 Klamath Avenue  
Klamath Falls, OR 97601

### 1. Name(s) of the Transaction(s):

**TERMINATION OF OPTION AGREEMENT  
ESTATE FARM LAND**

### 2. Direct Party (Seller):

**Cameron A. Curtiss and Leona V. Curtiss**

### 3. Indirect Party (Buyer):

**RCR, INC., an Oregon corporation; JELD-WEN DEVELOPMENT, INC.,  
An Oregon corporation; Cameron A. Curtiss and Leona V. Curtiss, as Co-  
Trustees of the Cameron A. Curtiss Revocable Trust U/T/A dated August 17,  
2007 ("Cameron's Trust"); Leona V. Curtiss and Cameron A. Curtiss, as Co-  
Trustees of the Leona V. Curtiss Revocable Trust U/T/A dated August 17,  
2007 ("Leona's Trust")**

### 4. True and Actual Consideration Paid:

**\$1,375,000.00 and other valuable considerations set forth in the document**

### 5. Legal Description:

**As set forth in Memorandum of Option recorded in Klamath County Records on  
February 8, 2008, in file #2008-001684.**

467MT

## TERMINATION OF OPTION AGREEMENT

This Termination of Option Agreement (the "**Termination**") is made by and between:

**CAMERON A. CURTISS and LEONA V. CURTISS ("Owner"),**

**RCR, INC., an Oregon corporation ("Optionee"), the assignee of JELD-WEN DEVELOPMENT, INC., an Oregon corporation,**

**CAMERON A. CURTISS and LEONA V. CURTISS, as Co-Trustees of the CAMERON A. CURTISS REVOCABLE TRUST U/T/A dated August 17, 2007 ("Cameron's Trust"),**

**Leona V. Curtiss and Cameron A. Curtiss, as Co-Trustees of the LEONA V. CURTISS REVOCABLE TRUST U/T/A dated August 17, 2007 ("Leona's Trust"), and**

**All together the "Parties"**

**WHEREAS** the Parties entered into that certain Option Agreement dated April 9, 2007, as previously amended by Amendment No. 1 dated June 8, 2007, Amendment No. 2 to Option Agreement dated August 31, 2007, and Amendment No. 3 to Option Agreement dated March 30, 2008 (all together the "**Agreement**");

**AND WHEREAS** the Parties wish to terminate the Agreement according to the terms and conditions of this Termination Agreement ("**Termination**");

**WITNESSETH:** For and in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. All capitalized terms in this Termination that are not defined herein shall have the meaning given such terms in the Agreement.
2. Pursuant to Optionee's rights under the Agreement, Optionee delivered the notice of termination on April 22, 2009, within the time period specified to constitute the Early Notice. The parties hereby agree that the Agreement is hereby terminated, though such termination does not effect the obligations of the parties to one another as set forth herein.
3. Pursuant to Section 3 of the Agreement, Owner shall pay Optionee the Option Payment Refund as follows:
  - a. The sum of \$1,375,000.00 as the agreed upon refund of the Initial Option Payment within ninety (90) days of the Early Notice, or by July 21, 2009;

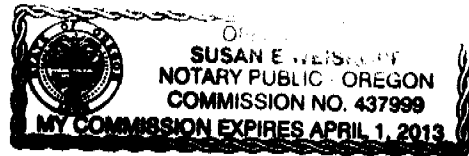
- b. The sum of \$75,000.00 for the Mineral Rights Payment, which is only for the Weyerhaeuser Mineral Rights as nothing was paid towards the IP Mineral Rights, within sixty (60) days of the Early Notice, or by June 22, 2009.
4. Williams parcel deed recordation. Optionee hereby covenants and agrees to record, at Optionee's expense, the Statutory Warranty Deed for the Williams Parcel, conveying title from Cameron A. and Leona V. Curtiss to JELD-WEN Development, Inc., which deed has already been executed by Owner, within two (2) business days of mutual execution of this Termination Agreement.
5. Document Reconveyance. Within two (2) business days of receipt by Optionee of the Option Payment Refund indicated in section 3 above, Optionee shall record releases of the following documents:
  - a. Memorandum of Option recorded in the Klamath County records on February 8, 2008, file #2008-001684.
  - b. Deed of Trust recorded in the Klamath County records on September 4, 2007, file #2007-0015546.
  - c. Deed of Trust recorded in the Klamath County records on September 4, 2007, file #2007-0015547.
6. Mutual Release. For value received, each party for itself and for each and all of his, her or its past, present, and future predecessors, successors, assigns, affiliates, licensees, transferees, principals, servants, agents, partners, associates, officers, directors, employees, representatives, shareholders, attorneys, insurers, legal representatives, descendants, dependents, heirs, executors, administrators, and all other persons (collectively, the "Successors in Interest") hereby forever releases and discharges and agrees to indemnify and hold harmless the other party and such other party's Successors in Interest, from any and all claims, demands, liens, causes of action, suits, obligations, controversies, debts, costs, expenses, damages, judgments, and orders of whatever kind or nature, in law, equity, or otherwise, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed, do presently exist, or may exist, relating to the Agreement, other than the obligations to one another set forth in this Termination. It is understood by each party that there is a risk that subsequent to the execution of this Agreement, a party may discover facts different from or in addition to the facts which he, she or it now knows or believes to be true with respect to the subject matter of the Agreement or this Termination, or that certain debts, claims, expenses, or liabilities presently known may be or become greater than a party now expects or anticipates. Each party intends this Termination to apply to all unknown or unanticipated results, as well as those known and anticipated, and it is the intention of each party to hereby fully, finally, absolutely, and forever resolve any and all claims and disputes which have previously existed, do currently exist, or may hereafter exist relating to the termination of the Agreement, other than the obligations to one another set forth in this Termination.



STATE OF OREGON

County of Klamath

)  
) ss.  
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The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2009, by Jaxon de Vrier, the Corporate Development Mgr. of RCR, INC., an Oregon corporation.

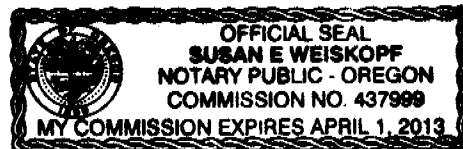
Susan E. Weiskopf  
NOTARY PUBLIC FOR OREGON

**"Cameron's Trust"**

**CAMERON A. CURTISS REVOCABLE  
TRUST U/T/A dated August 17, 2007**

Cameron A. Curtiss  
CAMERON A. CURTISS, Co-Trustee

Leona V. Curtiss  
LEONA V. (aka JENNIE) CURTISS, Co-Trustee



STATE OF OREGON

County of Klamath


)  
) ss.  
)

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2009, by **CAMERON A. CURTISS** and **LEONA V. CURTISS (aka aka JENNIE V. CURTISS)**, as acting Co-Trustees of the Cameron A. Curtiss Revocable Trust U/T/A dated August 17, 2007.

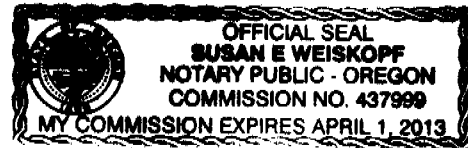
Susan E. Weiskopf  
NOTARY PUBLIC FOR OREGON

"Leona's Trust"

**LEONA V. CURTISS REVOCABLE TRUST**  
**U/T/A dated August 17, 2007**

  
**LEONA V. (aka JENNIE) CURTISS, Co-Trustee**

  
**CAMERON A. CURTISS, Co-Trustee**



STATE OF OREGON            )  
  ) ss.  
County of Klamath         )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2009, by **LEONA V. CURTISS (aka aka JENNIE V. CURTISS)** and **CAMERON A. CURTISS**, as acting Co-Trustees of the Leona V. Curtiss Revocable Trust U/T/A dated August 17, 2007.

  
NOTARY PUBLIC FOR OREGON