

2010-001037

Klamath County, Oregon



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01/28/2010 10:01:29 AM

Fee: \$77.00

After Recording, Return to:

Ball Janik LLP
Steven P. Hultberg
15 SW Colorado Avenue, Suite 3
Bend, OR 97702

Until a change is requested, all
tax statements shall be sent to the
following address:

No Change

DECLARATION OF ACCESS EASEMENTS

DATED: December 23, 2009

BY: CASCADE TIMBERLANDS (OREGON) LLC, a Delaware
limited liability company ("Declarant")

Recitals:

A. Declarant is the owner of the real property located in Klamath County, Oregon depicted on the attached Exhibit A and legally described on the attached Exhibit B (the "Property").

B. Declarant is partitioning certain parcels of land upon the Property as depicted in Exhibit A (the "Partitioned Parcels"), and in order to provide access over, across, to and from the partitioned property, Declarant desires to subject the Property to non-exclusive, perpetual thirty-foot wide easements for access, ingress and egress to, through and from the Property over and across the roadways depicted on said Exhibit A (the "Roadways") for the benefit of all of the current and future owners of all or any portion of the Property (each such person being an "Owner") and their respective agents, employees, contractors, guests, tenants, and invitees (collectively, "Permitted Users"), all on the terms and conditions set forth in this Declaration of Access Easements (this "Declaration"). To the fullest extent allowed by law, Declarant also declares that all Owners shall have the right to utilize those roadways depicted on Exhibit A which are forest service roads to which Declarant and successors in interest to the Declarant have the lawful right of use as provided for in that certain Patent No. 36-99-0009 from the United States of America, recorded in Klamath County at Vol. M99, Page 22521.

Declaration:

NOW, THEREFORE, Declarant hereby declares and imposes upon the Property, for the benefit of the Property and the Owners, the following rights and burdens of joint use of the Roadways:

1. Declaration of Access Easements

Subject to the restrictions, covenants, and conditions set forth in this Declaration, Declarant hereby declares and creates, for the benefit of all existing and future Owners of any portion of the Property and their respective Permitted Users, thirty-foot wide, non-exclusive, perpetual easement over and across the Roadways for the purpose of access, ingress and egress to and from each such Owner's portion of the Property and any property contiguous to the Property owned by such Owner. To the fullest extent allowed by law and the patent described below, Declarant also declares that all Owners shall have the right to utilize those roadways depicted on Exhibit A which are forest service roads to which Declarant and successors in interest to the Declarant have the lawful right of use as provided for in that certain Patent No. 36-99-0009 from the United States of America, recorded in Klamath County at Vol. M99, Page 22521, subject at all times to the terms and conditions of such patent. The term "Roadways" shall include the forest service roads described above.

2. Rights and Restrictions

Each Permitted User's use of the Roadways shall cause a minimum amount of interference to the use of the Roadways by every other Permitted User, and each Owner and its Permitted Users shall be prohibited from: (i) blocking, obstructing, or placing any unreasonable barrier on the Roadways, or (ii) using any portions of the Roadways which are not reasonably necessary or convenient for the limited purpose of obtaining access, ingress and egress to and from the portion of the Property owned by each such Owner. Each Owner and its Permitted Users shall act in good faith and use reasonable efforts to allow the mutual benefit arising from the use of, and the right of access, ingress and egress over and across, the Roadways.

3. Alteration or Relocation of Roadways.

To the extent permitted by any applicable law, rule, regulation, easement or patent, each Owner may alter or relocate any portion of the Roadways situated on that Owner's portion of the Property so long as such alteration or relocation does not materially impair the access, ingress and egress to, through, and from any other Owner's portion of the Property, or cause any portion of the Property to be in violation of any federal, state or local law, ordinance, rule, regulation or order relating to access requirements. If any portion of the Roadways is relocated, the Owner relocating the portion of the Roadway may record an instrument indicating the location of the relocated portion of the Roadways and such instrument shall serve to amend this Declaration to conform to the relocated portion of the Roadways

4. Maintenance and Repair

Each Owner shall promptly repair, or cause to be repaired, at its own expense, any damage to the Roadways caused by such Owner or its Permitted Users. Each Owner shall restore the Roadways at the end of each season of use thereof to the condition of the same existing prior to

the commencement of such use. In the event of joint use of a Roadway by Owners (or their Permitted Users) during any period, the using Owners shall contribute to the maintenance and repair thereof in proportion to the volume of timber transported by each over such Roadway during the period of joint use (or in the case of non-timber use, in proportion to the damage generated by such use). The Owner performing the maintenance or repair shall be entitled to receive from the other Owner(s) its prorata share of the cost of such maintenance and repair, payment for which shall be paid on or before the 30th day of the month following the month in which the maintenance or repair is performed and notice thereof is provided to the other Owner(s). If any Owner shall fail to contribute its share of maintenance and repair costs, its right to further use of the Roadways shall be suspended while such Owner is so in default. Anything to the contrary contained herein notwithstanding, if any maintenance or repair is necessary or prudent due to the negligence or willful misconduct of an Owner or such Owner's Permitted Users, such Owner shall be responsible for all of the costs of such repair and maintenance..

5. Covenants and Easements to Run with Land; Termination

This Declaration shall be permanent and shall run with the land as to all of the Property benefited and burdened by such covenant and easement, including any partition or division thereof. The rights, covenants and obligations contained in this Declaration shall bind, burden and benefit each of the Owners and their respective Permitted Users, heirs, successors and assigns.

6. Conformance with Other Requirements

All uses of the Roadways pursuant to this Declaration shall be in conformance with all applicable federal, state, county, and municipal laws, ordinances, regulations, and requirements.

7. Indemnification; No Liability; Release

Each Owner shall indemnify, protect, defend, and save the Declarant and other Owners harmless from, for, and against any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage arising out of the use of any of the Roadways described herein by the indemnifying Owner or such Owner's Permitted Users, except to the extent caused by the negligence or willful misconduct of the indemnified Owner or its Permitted Users. An Owner and the Declarant shall be released from any further liability hereunder when such Owner no longer owns any portion of the Property, except for any liability arising during the period of its ownership.

8. Enforcement; Attorneys' Fees

If any Owner is in breach of this Declaration, any nonbreaching Owner may enforce this Declaration by way of any available legal or equitable remedies, including, without limitation, specific performance or injunctive relief. In the event a suit or action is instituted to enforce or interpret any provision of this Declaration, the prevailing party shall be entitled to recover such

amount as the court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other amounts provided by law.

9. No Dedication

Nothing contained in this Declaration shall be deemed a gift or dedication of any portion of the Roadways to or for the general public or for any public purpose whatsoever.

10. Waiver

Failure of any Owner to require performance of any of the provisions of this Declaration shall not limit the right of any of them to enforce such provision, nor shall any waiver of any breach of any provision of this Declaration constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

11. Modification

The terms of this Declaration may be modified only upon the consent of all of the Owners of the Property, as evidenced by its execution of a written instrument that is recorded in the Real Property Records of Klamath County, Oregon.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

Declarant: CASCADE TIMBERLANDS (OREGON) LLC, a
Delaware limited liability company
By: Cascade Timberlands, LLC, a Delaware limited
liability company
Its: Sole Member

By: [Signature]
Name: Greg Lane
Title: Executive Vice President

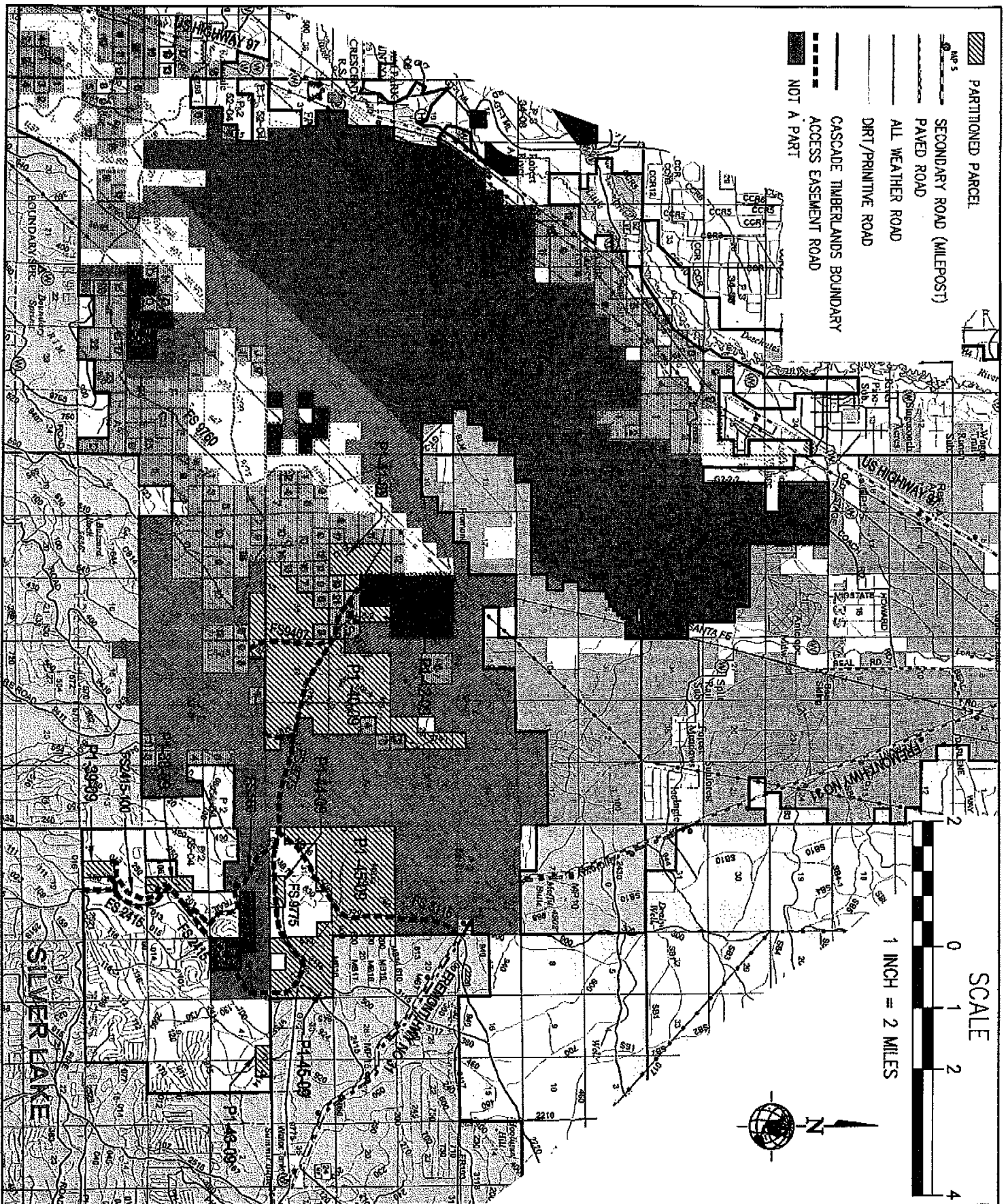
STATE OF Montana)
County of Flathead) ss.

The foregoing instrument was acknowledged before me on December 22, 2009
by Gregory S. Lane, as Executive Vice President of
Cascade Timberlands, LLC, a Delaware limited liability company, as the sole member of
Cascade Timberlands (Oregon), LLC, a Delaware limited liability company.

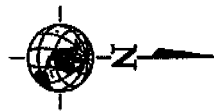
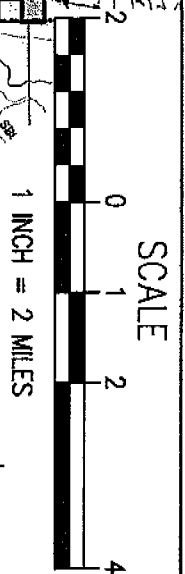
[Signature: Sarah Bell]
Notary Public for ~~Oregon~~ Montana
My Commission Expires: March 31, 2013



SARAH BELL
NOTARY PUBLIC-MONTANA
Residing at Whitefish, Montana
My Comm. Expires March 31, 2013



- PARTITIONED PARCEL
- SECONDARY ROAD (MILEPOST)
- PAVED ROAD
- ALL WEATHER ROAD
- DIRT/PRIMITIVE ROAD
- CASCADE TIMBERLANDS BOUNDARY
- ACCESS EASEMENT ROAD
- NOT A PART



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|-----------------------------|--|--|---|--|
| EX-A SHEET NUMBER | DECELERATION OF ACCESS EASEMENT FOR PARTITIONED PARCELS CASCADE TIMBERLANDS, LLC KLAMATH COUNTY LAND RESEARCH | DRAWING INFO 035617 CRESCENT_FSNEW-EX 1" = 2 MILES | SHEET INFO DRAWN KLL CHECKED REH LAST EDIT 12/10/2009 PLOT DATE 12/10/2009 | |
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EXHIBIT "B"

Property

November 18, 2009

THAT PORTION OF CASCADE TIMBLERLAND, LLC PROPERTY IN WHICH THE ACCESS EASEMENTS ARE OVER AND ACROSS AS DEPICTED ON EXHIBIT "A", SAID PROPERTY IS LYING IN TOWNSHIP 24 SOUTH, RANGE 10 EAST, TOWNSHIP 24 SOUTH, RANGE 11 EAST, TOWNSHIP 25 SOUTH, RANGE 10 EAST AND TOWNSHIP 25 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOWNSHIP 24 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN

THE SOUTHWEST ONE QUARTER (SW 1/4) OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 27;

THE SOUTH ONE HALF (S 1/2) OF SECTION 28;

THE EAST ONE HALF (E 1/2) OF THE EAST ONE HALF (E 1/2) OF SECTION 33, IF ANY;

THE WEST ONE HALF (W 1/2) OF THE WEST ONE HALF (W 1/2) OF SECTION 34;

THE NORTH ONE HALF (N 1/2) OF SECTION 34;

THE SOUTHWEST ONE QUARTER (SW 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 35;

THE NORTHEAST ONE QUARTER (NE 1/4) OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 35;

THE SOUTHWEST ONE QUARTER (SW 1/4) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 35;

THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 35;

A PORTION OF PARCEL 2, LAND PARTITION PLAT NO. 52-91, BEING THE NORTH ONE HALF (N 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 35;

A PORTION OF PARCEL 2, LAND PARTITION PLAT NO. 52-91, BEING THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 35;

A PORTION OF PARCEL 2, LAND PARTITION PLAT NO. 52-91, BEING THE SOUTH ONE HALF (S 1/2) OF SECTION 36;

TOWNSHIP 24 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN

THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 18, LYING WESTERLY OF THE FREEMONT HIGHWAY NO. 31;

THE EAST ONE HALF (E 1/2) OF SECTION 19;

THE EAST ONE HALF (E 1/2) OF SECTION 30;

ALL OF SECTION 31;

ALL OF SECTION 32;

TOWNSHIP 25 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN

A PORTION OF PARCEL 2, LAND PARTITION PLAT NO. 52-91, BEING GOVERNMENT LOTS 2, 3 AND 4 OF SECTION 2;

GOVERNMENT LOTS 1 AND 4 OF SECTION 3;

A PORTION OF PARCEL 2, LAND PARTITION PLAT NO. 52-91, BEING GOVERNMENT LOTS 3 AND 4 OF SECTION 3;

THE SOUTHWEST ONE QUARTER (SW 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 3;

TOWNSHIP 25 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN

A PORTION OF PARCEL 1, LAND PARTITION PLAT NO. 56-04, KLAMATH COUNTY RECORDS, BEING THE EAST ONE HALF (E 1/2) OF SECTION 5, INCLUDING GOVERNMENT LOT 1 OF SECTION 5;

A PORTION OF PARCEL 1, LAND PARTITION PLAT NO. 55-04, KLAMATH COUNTY RECORDS, BEING GOVERNMENT LOTS 5, 6, 10, 11 AND 12 OF SECTION 6;

THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 6;

GOVERNMENT LOT 21 OF SECTION 6;

THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 7;

GOVERNMENT LOTS 9, 16, 17, 18, 19 AND 20 OF SECTION 7;

THE NORTHWEST ONE QUARTER (NW 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 8;

GOVERNMENT LOTS 1, 7, 8, 9, 10, 15, 16, 18, 19, AND 20 OF SECTION 18.