

2010-003141

Klamath County, Oregon



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03/10/2010 02:51:58 PM

Fee: \$57.00

RETURN TO:

Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

EASEMENT

The undersigned Cascade Timberlands (Oregon) LLC, an Oregon limited liability company ("Grantor") for and in consideration of \$3,000 and other valuable consideration, hereby grants to Robert A. Stayer ("Grantee") a non-exclusive easement for ingress and egress on an existing road over and across the following described property:

NW 1/4 Section 18, Township 32 South, Range 8, East of the Willamette Meridian.

Sections 13 and 24, Township 32 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Located generally as shown on Exhibit "B" attached hereto.

Subject to all matters of public record.

The rights granted herein shall be subject to the following terms and conditions:

1. The easement is conveyed for the purposes of use and maintenance of existing roads and to provide access to and from land which Grantee currently owns as described in the attached Exhibit "A."

2. Grantor reserves to itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and re-cross said easement, EXCEPT that such use by Grantor will not unreasonably interfere with the rights granted herein to Grantee.

3. Grantor reserves the right to grant further rights hereon to third parties, upon such terms it chooses, 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 herein.

4. Grantor reserves the right to relocate the Roadway at any time and in the case of any such relocation shall reconstruct the roadway at the new location selected by Grantor. If the Roadway is relocated by Grantor, Grantor may record an instrument indicating the general or specific location of the Roadway, and such instrument shall serve to amend this easement and eliminate any rights of Grantee in the original Roadway. Such amendment of the location of the Roadway shall be effective whether or not signed by Grantee.

5. Grantee, by accepting this easement, agrees that he, his successors and assigns, shall indemnify, save and hold harmless, and defend the Grantor from every charge, cost, damage, expense, loss, claim or liability of any kind or nature arising or growing out of this agreement, or out of the use and

occupancy hereunder, or use and occupancy of same by any employee, contractor, guest or invitee in any manner or out of the exercising of any rights granted by this easement. Each party hereto and their permittees or invitees shall assume all risk arising out of its use of the easement. Grantor shall have no liability for any condition existing thereon.

6. Grantee shall not petition, permit or do anything which may cause or lead to the conversion of this private road to a public way.

7. Grantee and Grantee's successors agree not to subdivide or further develop Grantee's property for uses other than those currently allowed under the present zoning/use of the Grantee's property. The easement granted herein shall not run to any lots or parcels created through subdivision or partition of Grantee's property.

The terms, conditions and covenants herein shall extend to and be binding upon and inure to the benefit of the heirs, devisees, administrators, executors and successors and assigns of the parties hereto.

Dated this 17th day of February 2009.



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

CASCADE TIMBERLANDS (OREGON) LLC

By [Signature]
Name: Greg Lane
Title: Executive VP

[Signature]
Robert A. Stayer

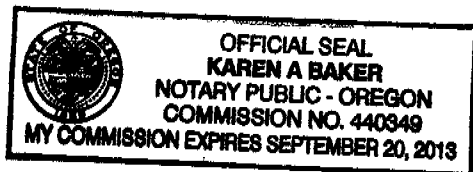
STATE OF Montana)
~~OREGON~~)
County of Flathead) ss.

Personally appeared before me this 17th day of February, 2009, the above-named Greg Lane as Executive VP of Cascade Timberlands (Oregon) LLC and acknowledged the foregoing instrument to be its voluntary act and deed.

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

STATE OF OREGON)
~~CALIFORNIA~~)
County of KLAMATH) ss.
~~Tehama~~)

Personally appeared before me this 8 day of MARCH, 2010, the above-named Robert A. Stayer, and acknowledged the foregoing instrument to be his voluntary act and deed.



[Signature]
Notary Public for ~~California~~ OREGON
My Commission expires: 9/20/2013

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

PARCEL 1:

EAST HALF OF THE SOUTHWEST QUARTER OF THE WEST HALF OF SECTION 6 AND NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 32 SOUTH, RANGE SOUTH EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 2:

THE NORTHEAST QUARTER LYING EAST OF THE RAILROAD IN SECTION 12, TOWNSHIP 32 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 3:

THE SOUTHEAST QUARTER LYING EAST OF THE RAILROAD IN SECTION 12, TOWNSHIP 32 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 4:

THE EAST HALF OF THE NORTHWEST QUARTER AND GOVERNMENT LOTS 1 AND 2 IN SECTION 7, TOWNSHIP 32 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 5:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 32 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 1, 2008.

Tax Parcel Number: R84535 and R84474 and R857905 and R90172 and R90485 and R90092

REVISED 9-29-06
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

T.32S. R.07E. WM.
KLAMATH COUNTY

32 07
& INDEX

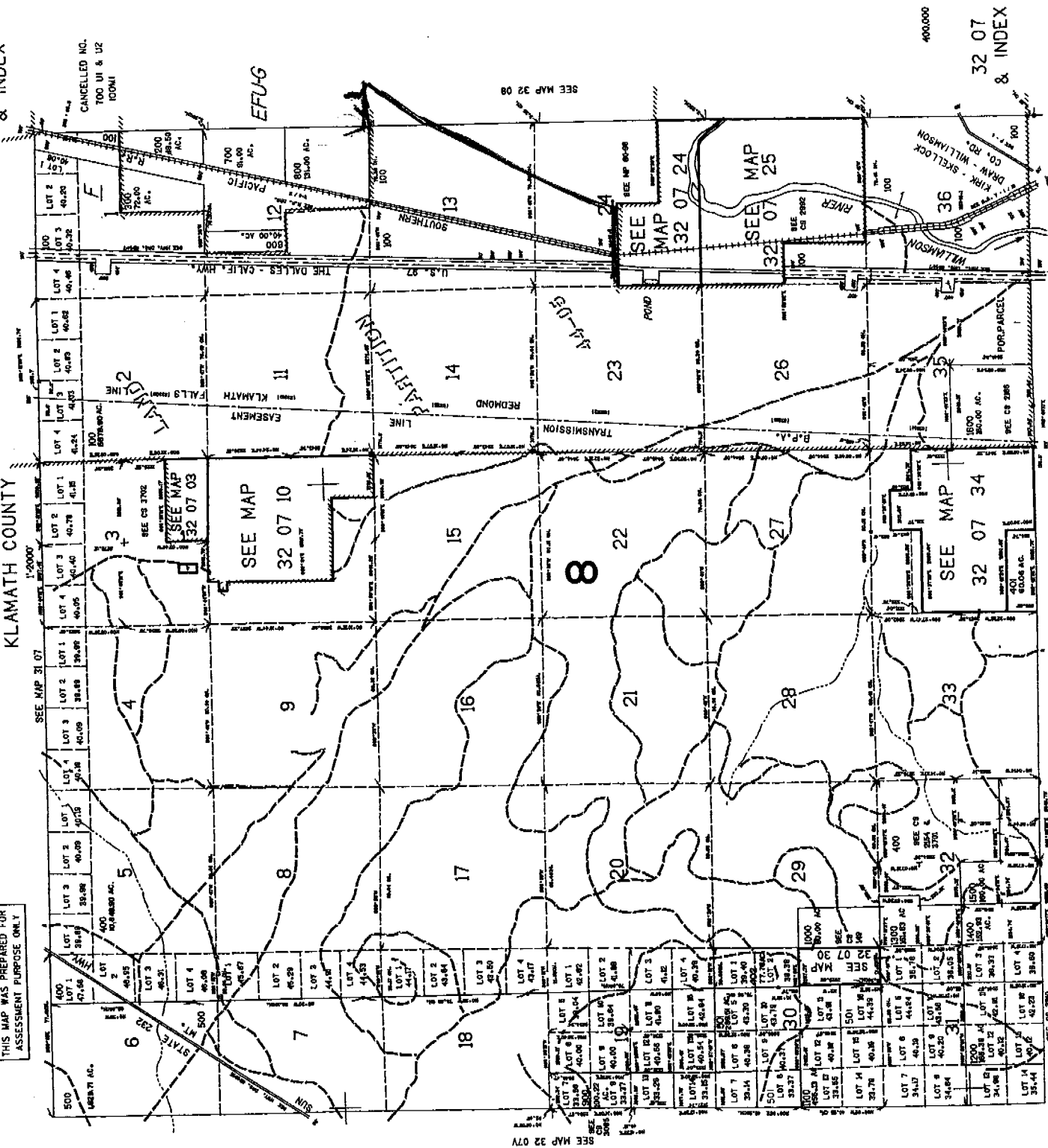


EXHIBIT "B"
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