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06/09/2011 10:12:15 AM

Fee: \$52.00

INDENTURE OF ACCESS

THIS INDENTURE, made and executed this 3rd day of June, 2011, by and between the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and COLLINS TIMBER COMPANY, LLC, an Oregon limited liability company, formerly known as Collins Products, LLC, an Oregon limited liability company, formerly known as Collins Newco, LLC, an Oregon limited liability company, hereinafter called "Owner".

WHEREAS, State by Warranty Deed recorded December 13, 1989, in Volume M89, Page 24105, Klamath County Deed Records, acquired certain property; which Warranty Deed, in part, reserved access rights, for the service of the grantor's remaining property, to and from the South side of the Green Springs Highway, opposite Engineer's Station 288+50 and 311+00, (Reserved Access Rights); and

WHEREAS, Owner, by deed recorded August 30, 1996, in Volume M96, Page 27024, Klamath County Deed Records, acquired fee title to that portion of said remaining property affected by the access changes herein made; and

WHEREAS, Owner has requested that Owner's Reserved Access Rights set out above be terminated, and that access rights be substituted; therefore to and from the South side of said highway opposite Engineer's Station 274+70, in a width of 70 feet, (New Access Rights); and

WHEREAS, State is agreeable to the granting of Owner's request.

RETURN TO
OREGON DEPARTMENT OF TRANSPORTATION
PROPERTY MANAGEMENT / ACCESS RESEARCH
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2
SALEM OR 97302-1142

NOW THEREFORE, THIS INDENTURE WITNESSETH, that for and in consideration of the grant herein made by State, OWNER does convey unto State, its successors and assigns, Owner's Reserved Access Rights as set forth above, and STATE, in consideration of the relinquishment and warranties herein made, does grant New Access Rights as set forth above unto Owner and Owner's heirs, successors and assigns.

The other remaining provisions in the above-mentioned Warranty Deed to State shall remain in full force and effect, and the access rights herein granted shall be subject to all the provisions of said Warranty Deed, as fully as if set forth herein.

Owner represents and warrants that no one, other than Owner, is using or entitled to use the Reserved Access Rights herein relinquished.

The New Access Rights granted herein are subject to, and may only be exercised in accordance with, the statutes and administrative rules applicable to access control and road approaches. Such access is contingent upon issuance of an approach road permit, and no access rights may be exercised or construction of an approach road begun unless, and until, a standard Approach Road Permit application is submitted and a permit issued by the Oregon Department of Transportation. The approach road may only be constructed or maintained upon issuance of such permit and in accordance with such permit. If the State constructs the approach road during a highway project, Grantor is required to sign a standard Approach Road Permit to ensure proper operation and maintenance of the approach road.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.


IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first written above.

**STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION**


By 
Deolinda G. Jones, State Right of Way Manager

**COLLINS TIMBER COMPANY, LLC, an Oregon limited
liability company, formerly known as Collins
Products, LLC, an Oregon limited liability company,
formerly known as Collins Newco, LLC, an Oregon
limited liability company**

**By: Fremont Lumber Company, a Nevada
corporation, its member**


President

**By: Collins Pine Company, an Oregon corporation,
its member**


President

STATE OF OREGON, County of Marion

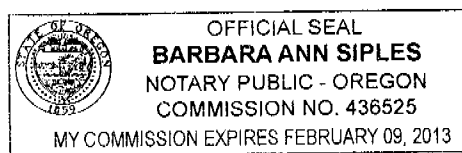
Dated June 3, 20 11. Personally appeared Deolinda G. Jones, who being sworn, stated that she is the State Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to her. Before me:



Dale R Shafer
Notary Public for Oregon
My Commission expires 11/01/2011

STATE OF OREGON, County of Multnomah

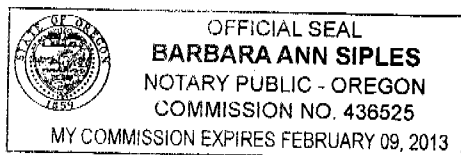
Dated May 25, 20 11. Personally appeared Eric Schooler, who, being sworn, stated that he is the President of Fremont Lumber Company, a Nevada corporation, member of Collins Timber Company, LLC, an Oregon limited liability company, and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:



Barbara Ann Siples
Notary Public for Oregon
My Commission expires February 9, 2013

STATE OF OREGON, County of Multnomah

Dated May 25, 20 11. Personally appeared Eric Schooler, who, being sworn, stated that he is the President of Collins Pine Company, an Oregon corporation, member of Collins Timber Company, LLC, an Oregon limited liability company, and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:



Barbara Ann Siples
Notary Public for Oregon
My Commission expires February 9, 2013