Land Record #OR-11-033 (CT)

2011-010405
Klamath County, Oregon

00107368201100104050110112

09/15/2011 10:40:48 AM Fee: $87.00

Returned @ Counter

AFTER RECORDING, RETURN TO:
Cascade Timberlands, LLC
56880 Venture Lane, Suite 203N
Sunriver, Oregon 97707

EASEMENT AGREEMENT

Grantor: Cascade Timberlands (Oregon) LLC, a Delaware limited liability company

Grantee: Michael G. & Ginnie D. Zuck, Individuals

Abbreviated Legal Description: Portions of Sections 9, 16, & 17, T 25 S, R 08 E, W.M., Klamath County, Oregon

Assessor Property Tax Parcel Account Number: Portions of 2508-00900-03400-000, 2508-01600-01200-000, 2508-01700-01200-000, and 2508-01700-1300-000

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is between **CASCADE TIMBERLANDS (OREGON), LLC**, a Delaware limited liability company as ("Grantor"), and Michael G. and Ginnie D. Zuck, Individuals as ("Grantee").

RECITALS

A. Grantor is the owner of an existing 16-foot-wide roadway situated in Klamath County, Oregon, legally described on Exhibit A attached as the "Grantor's Property".

B. Grantee is the owner or lessee of real property situated in Klamath County, Oregon, legally described on Exhibit B attached as the "Grantee's Property".

C. Grantee desires to acquire a roadway easement upon Grantor's Property for the benefit of Grantee's Property.

NOW, in consideration of the mutual promises contained and other good and valuable consideration, the parties agree as follows:

AGREEMENT

1. **Creation of Easement.** Grantor does grant to Grantee, subject to matters of record, a perpetual non-exclusive easement (the "Easement") in, on, over, under, upon, and within Grantor's Property for the use of an existing roadway (the "Roadway"). The Easement granted herein shall extend only to the existing Roadway, and any relocation thereof. The approximate location of the Roadway is depicted on Exhibit A. As consideration for this Easement, Grantee shall pay to Grantor a one-time, lump-sum fee in the amount of One Thousand Dollars and NO/100 ($1,000.00), payable upon consumation of this Agreement's mutual execution.

2. **Reservation of Rights.** Grantor reserves for itself and its agents, contractors, employees, guests, invitees, and grantees the right to use Grantor's Property and the Roadway for any lawful use. Grantor, at Grantor's expense, may relocate the Roadway, provided, however, that such relocation does not materially affect Grantee's rights hereunder.

3. **Construction and Maintenance of the Roadway.** Grantor shall not be obligated to maintain or repair Grantor's Property or the Roadway.

4. **Restoration of Damage to Grantor's Property.** Grantee shall restore, in a timely manner, any damage to Grantor's Property or the Roadway caused by Grantee, its agents, contractors, employees, guests, invitees, and subcontractors, in their construction, installation, maintenance, repair, replacement, or use of Grantor's Property and the Roadway.

5. **Rules and Regulations.** Grantee at its sole expense shall comply with all safety and security rules and regulations of general applicability adopted by Grantor, from time to time, relating to the use of Grantor's Property, including without limitation rules and regulations relating to the

safety and security of Grantor's Property and the Roadway (for example, rules relating to vehicle speed limits and roadway gates).

6. **Gate.** Not Applicable

7. **Compliance with Laws.** Grantee at its sole expense shall comply with all applicable codes, laws, ordinances, regulations, and statutes relating to the maintenance, repair, replacement, and use of Grantor's Property and the Roadway. Grantee at its sole expense shall obtain any and all required governmental approvals and permits relating to Grantor's Property and the Roadway prior to the maintenance, repair, replacement, and use of Grantor's Property and the Roadway.

8. **Assumption of Risk.** Grantor makes no warranty or representation as to the condition, safety, or suitability of Grantor's Property or the Roadway for Grantee's intended use. Grantee, on behalf of Grantee and their agents, contractors, employees, guests, invitees, and subcontractors, expressly assumes all risks relating to use of Grantor's Property and the Roadway. Grantee understands and agrees that Grantor would not make this Agreement without an express assumption of all risks by Grantee.

9. **Indemnification.** Grantee agrees to defend, indemnify, and hold Grantor harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by Grantor arising out of or related to Grantee's maintenance, repair, replacement, or use of Grantor's Property and Roadway and the use of Grantor's Property and the Roadway by Grantee's agents, contractors, employees, guests, invitees, and subcontractors.

10. **Fire Prevention.** Grantee shall use the utmost diligence and precaution to prevent fires from starting on or spreading on, onto, or from Grantor's Property and other real property owned by Grantor.

11. **No Liens.** Grantee shall allow no liens to attach to Grantor's Property.

12. **Covenants by Grantee Regarding Use of Grantee's Property.** Grantee, on behalf of itself and all future owners of Grantee's Property, covenants to Grantor, its successors and assigns, that Grantee's Property shall be used only as a personal residence, and that in perpetuity the Easement and Roadway shall be used only to and from access to said property. The limitations set forth in this section may be waived by Grantor if such waiver is clear and unequivocable and is contained in a writing executed and delivered by an authorized representative of Grantor, and such limitations also may be amended by a written amendment to this Agreement executed and delivered by an authorized representative of the parties and recorded in the real property records of Klamath County, Oregon.

13. **Assignment and Subdivision.** Grantee may not assign its rights and obligations under the Easement and this Agreement except to future owners of the whole of Grantee's Property and not any subdivided portions. The limitations set forth in this section may be waived by Grantor if such waiver is clear and unequivocal and is contained in a writing executed and delivered by an authorized representative of Grantor, and such limitations also may be amended by a written amendment to this Agreement executed and delivered by an authorized representative of the parties and recorded in the real property records of Klamath County, Oregon.

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14. **Benefits and Burdens.** The burdens and benefits of the Easement and this Agreement are intended to attach to and run with the land. The terms and conditions of the Easement and this Agreement shall be binding upon and shall inure to the benefit of Grantor, Grantee, and the future owners of Grantor's Property and Grantee's entire Property as it now exists.

15. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Grantor, to:

Cascade Timberlands (Oregon) LLC,
56880 Venture Lane, Suite 203N
Sunriver, Oregon 97707
Phone: 541-330-6575
Fax: 541-330-6592

If to Grantee, to:

Michael G. and Ginnie D. Zuck
22855 McGrath Road
Bend, Oregon 97701
Phone: (541)408-3215

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16. **Attorneys' Fees.** If Grantor or Grantee shall bring any action arising out of this Agreement, the losing party shall pay the prevailing party a reasonable sum for attorneys fees in such suit, at trial and on appeal, and such attorney's fees shall be deemed to have accrued on the commencement of such action.

17. **No Other Agreements; Termination of Existing Easement Claims.** All prior agreements, written or oral, if any, regarding easements upon Grantor's Property for the benefit of Grantee's Property are terminated and shall have no further force or effect. Grantee abandons, releases, relinquishes, and terminates any and all legal and equitable claims held by Grantee, its successors and assigns, and relating to any and all real property owned by Grantor as of the date of this, except claims arising under this Agreement.

18. **General.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. This Agreement may be executed and delivered in counterparts.

WTB

DATED this 18 day of August, 2011.

GRANTOR:

Cascade Timberlands (Oregon) LLC, a Delaware limited liability company
By: Cascade Timberlands, LLC, a Delaware limited liability company
Its: Sole Member

By _____
Gregory S. Lane, President

GRANTEE:

Michael G. and Ginnie D. Zuck
Individuals

By _____
Michael G. Zuck

By _____
Ginnie D. Zuck

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DATED this 18 day of August, 2011.

GRANTOR:

Cascade Timberlands (Oregon) LLC, a Delaware limited liability company
By: Cascade Timberlands, LLC, a Delaware limited liability company
Its: Sole Member

By _____
Gregory S. Lane, President

GRANTEE:

Michael G. and Ginnie D. Zuck
Individuals

By _____
Michael G. Zuck

By _____
Ginnie D. Zuck aka Carole Zuck

OFFICIAL SEAL
DERK J MC CULLEY
NOTARY PUBLIC-OREGON
COMMISSION NO. 447599
MY COMMISSION EXPIRES APRIL 05, 2014

Land Record #OR-11-033 (CT)

STATE OF MONTANA)
) ss.
COUNTY OF Flathead)

On this 18th day of August, 2011, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Gregory S. Lane, as President of Cascade Timberlands, LLC, a Delaware limited liability company, as the Sole Member of Cascade Timberlands (Oregon), LLC, a Delaware limited liability company, on behalf of the company.

Sarah Bell
Notary Public for Montana
My commission expires March 31, 2013

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

STATE OF OREGON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared Michael G. and Ginnie D. Zuck.

_____
Notary Public for Oregon
My commission expires _____

Land Record #OR-11-033 (CT)

STATE OF MONTANA)
) ss.
COUNTY OF Flathead)

On this 18th day of August, 2011, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Gregory S. Lane, as President of Cascade Timberlands, LLC, a Delaware limited liability company, as the Sole Member of Cascade Timberlands (Oregon), LLC, a Delaware limited liability company, on behalf of the company.

Sarah Bell
Notary Public for Montana
My commission expires March 31, 2013

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

STATE OF OREGON)
) ss.
COUNTY OF Deschutes)

On this 24th day of August, 2011, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared Michael G. and Ginnie D. Zuck.

D. McCulley
Notary Public for Oregon
My commission expires April 5, 2014

OFFICIAL SEAL
DERK J MC CULLEY
NOTARY PUBLIC-OREGON
COMMISSION NO. 447599
MY COMMISSION EXPIRES APRIL 05, 2014

WTS

Land Record #OR-11-033 (CT)

STATE OF MONTANA)
) ss.
COUNTY OF Flathead)

On this 18th day of August, 2011, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Gregory S. Lane, as President of Cascade Timberlands, LLC, a Delaware limited liability company, as the Sole Member of Cascade Timberlands (Oregon), LLC, a Delaware limited liability company, on behalf of the company.

Sarah Bell
Notary Public for Montana
My commission expires March 31, 2013

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

STATE OF OREGON)
) ss.
COUNTY OF Deschutes)

On this 23 day of August, 2011, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared Michael G. ~~and Ginnie D. Zuck~~,

Katrina Jo Dunmire
Notary Public for Oregon
My commission expires October 13, 2014

OFFICIAL SEAL
KATRINA JO DUNMIRE
NOTARY PUBLIC-OREGON
COMMISSION NO. 453069
MY COMMISSION EXPIRES OCTOBER 13, 2014

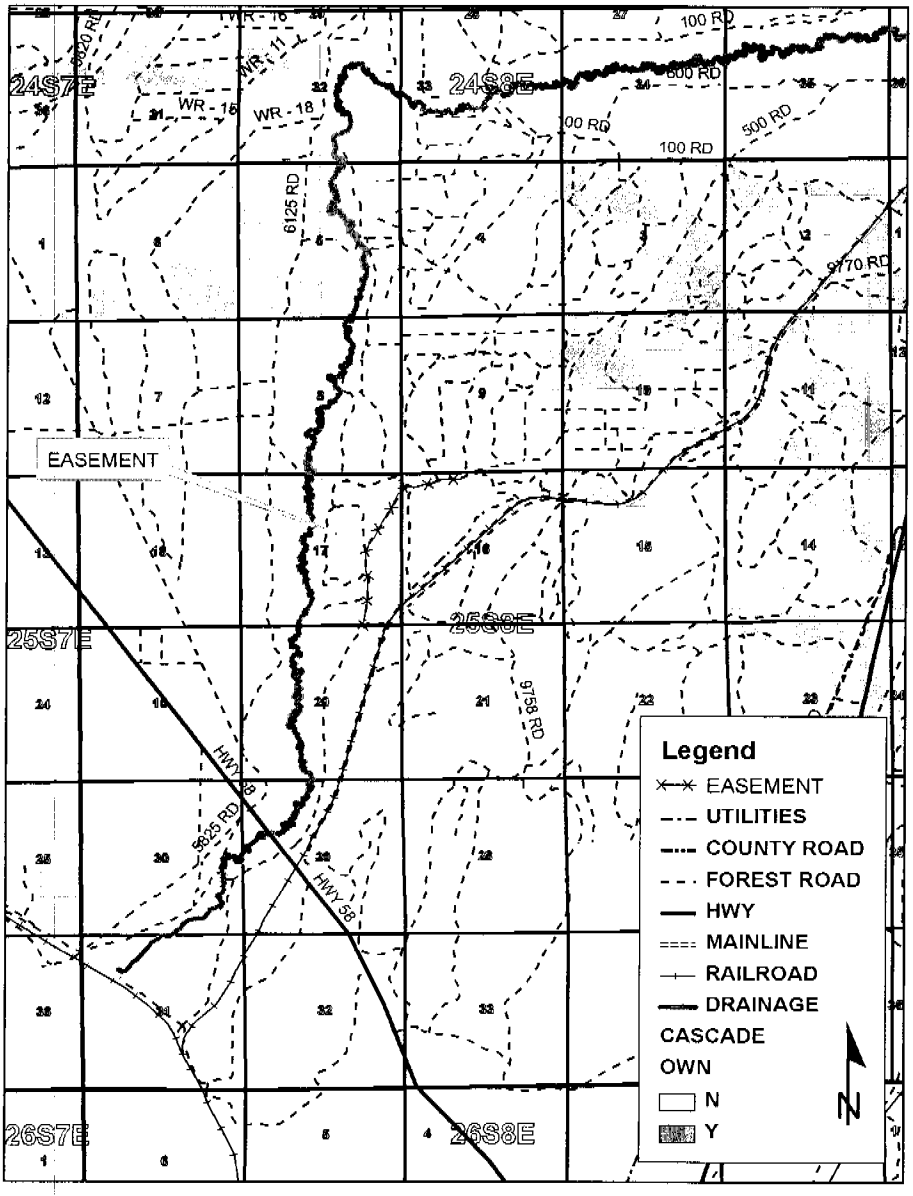
WTS

Land Record #OR-11-033 (CT)

EXHIBIT A

Grantor's Property:

Located in Sections 9, 16. & 17, T 25 S, R 8 E, Willamette Meridian, County of Klamath, State of Oregon more particularly described as Tax Lot Numbers 2508-00900-03400-000, 2508-01600-01200-000, 2508-01700-01200-000, and 2508-01700-01300-000.



Approx. 1.43 miles

ZUCK EASEMENT

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EXHIBIT B

Grantee's Property:

Grantee owns real property located in Section 10, T 25 S, R 8 E, Willamette Meridian, County of Klamath, State of Oregon more particularly described as Tax Lot Number 2508-01000-04400-000.