

NOTE 910706-LW

2012-008098

Klamath County, Oregon



00121665201200080980160163

07/24/2012 03:18:00 PM

Fee: \$112.00

AFTER RECORDING RETURN TO:

Gregory D. Fullem
Schwabe, Williamson & Wyatt, P.C.
1211 S.W. Fifth Avenue, Suite 2000
Portland, Oregon 97204

UNDERGROUND WATER LINE AND ACCESS EASEMENT AGREEMENT

This Underground Water Line and Access Easement Agreement (the "Agreement") is executed as of the 24 day of July, 2012 (the "Effective Date"), by and between COLUMBIA PLYWOOD CORPORATION, a North Carolina corporation ("Grantor"), and REAMES GOLF & COUNTRY CLUB, an Oregon nonprofit corporation ("Grantee").

RECITALS

- A. Grantee is the fee interest holder of the real property located in Klamath County, Oregon, that is legally described on Exhibit "A" attached hereto (the "Grantee Land"), which Exhibit is by this reference incorporated herein and made a part hereof for all intents and purposes.
- B. Grantor is the fee owner of the real property located in Klamath County, Oregon, that is legally described on Exhibit "B" attached hereto (the "Grantor Land"), which Exhibit is by this reference incorporated herein and made a part hereof for all intents and purposes.
- C. Grantee desires an easement over the Grantor Land for the purpose of (a) maintaining, repairing and replacing an existing underground water line and related pump and improvements, and (b) accessing and utilizing a woody debris pile located on the Grantor Land for the sole purpose of disposing of Grantee's woody debris, and Grantor has agreed to grant to Grantee the requested easement, all in accordance with the terms set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby agreed upon and acknowledged by Grantor and Grantee (each, a "Party," and collectively, the "Parties"), the Parties agree as follows:

- 1. **Grant of Utility Easement.** Subject to the terms and provisions set forth herein, Grantor does hereby grant, convey and set over unto Grantee a non-exclusive easement (the "Utility Easement") for the purpose of maintaining, operating and repairing an underground water line and related pump and improvements (collectively, the "Line") upon that ten (10) foot

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wide portion of the Grantor Land approximately depicted on Exhibit "C" attached hereto (the "Utility Easement Area"), which Exhibit is by this reference incorporated herein and made a part hereof for all intents and purposes. The Utility Easement Area is comprised of five (5) feet on each side of the centerline of the Line, as installed over and across the Utility Easement Area, and the Utility Easement shall be subject and subordinate to all liens, leases, easements, servitudes, rights-of-way, prescriptive rights, reservations, conveyances and any and all other matters of record or apparent encumbering the Grantor Land (collectively, the "Permitted Encumbrances"). It is distinctively understood and agreed by the Parties that Grantor, by this grant, grants no greater rights than it is permitted to grant in view of any of the Permitted Encumbrances.

2. **Construction of Line.** Grantee agrees to at all times keep the Line buried to a minimum of thirty-six (36") inches between the ground surface and the top of the Line and agrees to properly backfill and grade the Utility Easement Area so that the construction or maintenance of such Line will cause no appreciable adverse change in the normal grade of the Utility Easement Area. Grantee further agrees that where the Line must cross any road or other artery of transportation of whatsoever nature, including (without limitation) the Road (defined in Section 3 below), construction will be performed so as not to interfere with such road or artery of transportation, and the installation of the Line will be adequate to protect the Line and the applicable road. Grantee waives any claims against Grantor or any Grantor Parties (defined in Section 4 below) for any damages to the Line and assumes all responsibility for any and all damages which might result to the Line as a result of the use of such road or artery of transportation. Grantee agrees to clean up the debris caused by its construction of or maintenance to the Line, in a workmanlike manner, so as to leave the Utility Easement Area free from fire hazards. Grantee further agrees to preserve the natural grade of the Utility Easement Area and adjacent portion of the Grantor Land at all times, to restore the surface of the ground to its original condition and to prevent erosion of the soil. In the event Grantee ceases for a period of eighteen (18) consecutive calendar months to maintain and operate the Line, then and in any such events, all rights granted to Grantee herein made shall become null and void and the Utility Easement Area shall revert absolutely to the Grantor, its successors and assigns without the need for execution of any additional documents by Grantor and Grantee.

3. **Grant of Road Easement; Gate.** Grantor additionally does hereby grant, convey and set over unto Grantee a non-exclusive access easement (the "Road Easement") over and across the existing road or roads located upon the Grantor Land also depicted as the "existing trail" on Exhibit "C" attached hereto (collectively, the "Road"). Grantee shall be allowed to use the Road only to access the Grantor Land in order to transport reasonable amounts of woody debris from the Grantee Land upon the debris pile maintained by Grantor upon the Grantor Land. Grantee may deposit woody debris only upon the Grantor Land upon the existing woody debris pile or such other location as identified to Grantee by Grantor by written or verbal directions, and in any event in no greater volume than generally allowed by Grantor in the ten (10) years preceding the Effective Date. The Road and the Utility Easement Area are both collectively sometimes referred to herein as the "Easement Area," and the Utility Easement and Road Easement are both collectively sometimes referred to herein as the "Easement." Grantor shall provide Grantee or the applicable Grantee Parties with the combination to any gate(s) that must

be opened to access the Road by entering a combination. Should the locks to the gate(s) require a key, Grantor shall provide Grantee or the applicable Grantee Parties with a key to such a gate(s). Grantor may change the gate combination(s) or key lock(s) at any time, for any reason. Prior to changing the combination or key lock(s), Grantor shall notify Grantee or the applicable Grantee Parties of the new combination or the need to obtain a key to be used. Notice under this provision may be made by phone or mail. In addition to compliance with all Applicable Laws (defined in Section 7 below), Grantee and all Grantee Parties shall comply with all reasonable Road and Road Easement rules, regulations and restrictions of which Grantee has prior written notice that Grantor may, from time to time, promulgate in its sole and absolute discretion, provided that such rules, regulations and restrictions do not materially impair Grantee's use of the Road Easement.

4. **Grantor Reservations.** Grantor hereby specifically reserves to itself, its successors and assigns, its employees, representatives, contractors, licensees and invitees (each, a "Grantor Party," and collectively, the "Grantor Parties") the full, free and perpetual right and privilege, in common with Grantee and any third parties it chooses, to use the Easement Area by foot, vehicular and animal traffic and for any and all other purposes desired by Grantor. Grantee acknowledges and agrees that Grantor is primarily engaged in the wood products manufacturing industry and that Grantor will utilize the Easement Area and Grantor Land in connection with related activities and, as such, Grantee acknowledges, understands and agrees that Grantee's utilization of the Easement Area shall not, at any time, interfere with Grantor's utilization of the Easement Area and Grantor Land for such purposes or any other purposes whatsoever desired by Grantor. Furthermore, it is understood that Grantor may, without incurring any liability to Grantee for the restoration of the surface or otherwise, use the Easement Area for purposes of transporting logs, forest products and logging equipment and other types of equipment by any type of vehicles.

5. **Termination.** Should Grantee or any Grantee Parties breach, or not fulfill any term, condition, representation or covenant contained in this Agreement, then Grantor shall have the right to (i) elect to waive the breach, or non-fulfillment of any such term, condition, representation or covenant, and the Agreement will continue, preserving any rights in damages Grantor may have at law, in equity and/or pursuant to this Agreement, or (ii) at its option, terminate this Agreement in the manner herein specified. Except as otherwise provided for herein, Grantor will give Grantee written notice of such breach (the "Default Notice") and, should Grantee not comply and cure such breach within thirty (30) days following its receipt of the Default Notice, Grantor shall have the right to elect to immediately terminate this Agreement by subsequent written notice to Grantee of such termination (the "Termination Notice"). Upon Grantee's receipt of the Termination Notice, this Agreement shall immediately terminate, and the Parties shall thereafter have no further rights, duties, liabilities or obligations arising out of, or having to do with, this Agreement, unless otherwise set forth herein. Upon termination of this Agreement for any reason (whether pursuant to this Section 5 or Section 2 above), at Grantor's request Grantee shall execute, acknowledge and deliver a notice of termination in form suitable for recording in the Official Records of Klamath County, Oregon. In the event of the termination of this Agreement pursuant to this Section 5 or Section 2 above, Grantee shall have the right to remove the Line from the Easement Area, provided that Grantee shall be obligated to restore the

Easement Area to its original condition, at no cost or expense to Grantor. In addition, upon such termination, Grantor, at its election, may in writing request Grantee to remove the Line and to restore the Easement Area to its original condition, at no cost or expense to Grantor. In the event Grantee shall fail or refuse to remove the Line from the Easement Area within a period of twelve (12) months from the receipt of such written request, then the entire Line shall be deemed forfeited to, and become the property of, Grantor, and Grantee shall have no other or further rights with respect thereto. Alternatively, Grantor may, in its sole and absolute discretion, remove the Line and restore the Easement Area to its original condition, with Grantee being solely responsible for reimbursing the Grantor for all expenses incurred in so doing.

6. **No Unauthorized Uses; No Assignment.** Grantee may not use the Easement for any other purpose except specifically described herein unless Grantee's proposed additional use has first been approved in writing by Grantor, and Grantee shall have no right to assign the Easement rights granted hereunder to any third party without first obtaining Grantor's written consent thereto, which consent may be withheld, conditioned or delayed in Grantor's sole and absolute discretion.

7. **Grantee Responsibilities; Compliance with Law.** Grantee agrees that the Line will be maintained free of defects. Grantee further agrees to operate and maintain the Line in a reasonable and prudent manner so as not to cause or let existing conditions which might pose an unreasonable risk of damage or injury to the Grantor, its successors and assigns. Additionally, Grantee shall at all times: (i) take all reasonable precaution to prevent unauthorized persons from using the Easement Area; and (ii) immediately report to Grantor any dangerous or defective condition with respect to any portion of the Easement Area or Line. Grantee agrees to obtain and maintain any and all permits and licenses from the State of Oregon, the United States of America or any agency or instrumentality thereof or from any governmental authority necessary or proper for the performance of Grantee hereunder. Additionally, Grantee shall at all times comply with all applicable federal, state and local laws, rules and regulations including (without limitation) all Environmental Laws, as defined in Section 10 below (collectively, "Applicable Laws"), with respect to the use of Easement Area and Line, and to the extent any Grantee Parties access the Road, Utility Easement Area or the Grantor Land for any reason, each shall also comply with all Applicable Laws.

8. **Maintenance.** Each party, including (without limitation) the Parties, Grantor Parties and Grantee Parties, using any portion of the Easement Area shall repair, or cause to be repaired, at its sole cost and expense, that damage to the Easement Area occasioned by it which is in excess of that which it would cause through normal and prudent usage of the same. Should inordinate damage to the Easement Area occur which is not caused by an authorized user of the thereof, the Parties shall meet to agree upon the cost of replacement and the shares of replacement cost to be borne by each user of the Easement Area. Notwithstanding the foregoing, Grantee shall be solely responsible for all costs and expenses related to the installation, repair or replacement of the Line; in granting rights to Grantee hereunder, Grantor does not assume any responsibility whatsoever for the construction or continued maintenance of the Line. If Grantee determines in its commercially reasonable discretion that Grantee or any Grantee Parties must perform any installation, repair, maintenance or replacement work upon the Line in or under the

Easement Area: (i) Grantee must first obtain written approval from Grantor with respect to all aspects of the work to be performed, including (without limitation) the plans and specifications, materials and scheduling of such work, which such approval may be withheld, conditioned or delayed in Grantor's sole and absolute discretion; (ii) Grantee must obtain all necessary governmental approvals and permits related to such work at Grantee's sole cost and expense; (iii) the work must be performed in accordance with all Applicable Laws; and (iv) the work must be performed in a manner in which such work will not interfere with Grantor's operations upon the Road or Grantor Land. Unless the Parties hereto agree in writing to share the cost of improvements to the Easement Area in advance of such improvements being made, such improvements shall be solely at the sole cost of the improver.

9. **Easement Condition.** Grantee has inspected the Easement Area and is familiar with conditions and accepts them for use in their present condition. In entering this Agreement Grantee is not relying on any other representations as to the present or future condition of the Easement Area. Grantee agrees that in consideration of this Agreement, and the inspection of the Easement Area made by Grantee prior to the execution hereof, Grantee waives any and all claims to any damage or damages by reason of death or injury to any party, caused by reason of acts of nature.

10. **Use of Hazardous Substances.** Grantee and all Grantee Parties are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Easement Area, the Grantor Land or any other lands owned by Grantor. For purposes of this Agreement, the term "Environmental Laws" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the Grantor Land. For purposes of this Agreement, the term "Hazardous Substance" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, Grantee shall save, protect, defend, indemnify, and hold harmless Grantor and all Grantor Parties and their employees, agents, contractors and subcontractors from and against any and all loss, damage, cost, expense, or liability (including reasonable attorney fees) and the reasonable costs of repairs and improvements necessary to return the Easement Area, the Line or the Grantor Land to the physical condition existing prior to undertaking any activity related to any Hazardous Substance to the extent arising out of or attributable to Grantee's or Grantee Parties' use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon in violating Applicable Laws, including (without limitation) Environmental Laws. This indemnity shall survive the termination of this Agreement.

11. **Indemnity.** GRANTEE AGREES TO PAY OFF AND DISCHARGE ALL DAMAGES OF WHATEVER CHARACTER OR DESCRIPTION TO ALL PARTIES AND PROPERTY, INCLUDING GRANTOR, GRANTOR PARTIES AND GRANTOR LAND, BY REASON OF, RESULTING FROM, OR ARISING OUT OF THE USE BY GRANTEE OR

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ANY GRANTEE PARTIES OF THE EASEMENT, SO AS TO PROTECT GRANTOR AND ALL GRANTOR PARTIES THEREFROM, AND TO REIMBURSE, SAVE, DEFEND, INDEMNIFY AND HOLD GRANTOR AND ALL GRANTOR PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS AND LIABILITIES OF EVERY KIND ON SUCH ACCOUNT AND ARISING OUT OF, HAVING TO DO WITH, OR RELATED, DIRECTLY OR INDIRECTLY, TO ANY SUCH USE OF THE EASEMENT BY THE GRANTEE OR ANY GRANTEE PARTIES, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES. THIS INDEMNITY SHALL APPLY (A) REGARDLESS OF WHETHER OR NOT ANY SUCH DAMAGES, INJURY, SICKNESS OR DEATH IS CONTRIBUTED TO BY THE NEGLIGENCE OR FAULT OF GRANTOR OR ANY GRANTOR PARTIES, AND ALSO EVEN THOUGH GRANTOR IS STRICTLY LIABLE THEREFOR, AND (B) REGARDLESS OF WHETHER OR NOT ANY SUCH DAMAGES, INJURY, SICKNESS OR DEATH IS CAUSED IN WHOLE OR IN PART BY ANY DEFECT IN OR CONDITION OF THE EASEMENT AREA OR ANY PORTION OF THE GRANTOR LAND, WHETHER OR NOT SUCH DEFAULT OR CONDITION WAS KNOWN BY GRANTOR. UNDER THE PROVISIONS OF THIS INDEMNITY, GRANTEE IS AGREEING TO INDEMNIFY GRANTOR FROM GRANTOR'S OWN NEGLIGENCE OR FAULT. IF REQUESTED TO DO SO BY GRANTOR, GRANTEE WILL ASSUME WITHOUT EXPENSE TO GRANTOR, THE DEFENSE OF ANY CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES AND WILL REIMBURSE GRANTOR FOR ALL EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION (INCLUDING, WITHOUT LIMITATION, ALL APPEALS, COURT COSTS AND REASONABLE ATTORNEY FEES) INCURRED IN INVESTIGATING, HANDLING AND DEFENDING AGAINST ANY SUCH CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS OBLIGATION OF INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

GRANTEE FURTHER AGREES TO SAVE, DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR, AND ALL GRANTOR PARTIES, FROM AND AGAINST ANY AND ALL LIABILITIES, PENALTIES, FINES, FORFEITURES, DEMANDS, CLAIMS, CAUSES OF ACTION, SUITS, COSTS, AND EXPENSES INCIDENTAL THERETO, INCLUDING THE COST OF THE DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY FEES, WHICH ANY OR ALL OF THEM MAY HEREAFTER SUFFER, INCUR, BE RESPONSIBLE FOR OR PAY OUT AS A RESULT OF CONTAMINATION OR ADVERSE AFFECTS ON THE ENVIRONMENT, ANY VIOLATION OR ALLEGED VIOLATION OF ENVIRONMENTAL LAWS, DIRECTLY OR INDIRECTLY CAUSED OR ARISING OUT OF THE NEGLIGENT OR WILLFUL USE OF THE EASEMENT AREA OR GRANTOR LAND BY GRANTEE OR ANY GRANTEE PARTIES.

12. **Insurance.** Prior to actually entering upon the Easement Area or Grantor Land to perform any installation, repairs, maintenance or replacement work upon the Line, Grantee and all Grantee Parties shall first obtain policies of insurance in a form satisfactory to Grantor and with companies maintaining an AM Best Rating of A- VII or better.

Minimum amounts of insurance shall be:

Automobiles

Bodily Injury	\$1,000,000 Each Occurrence
Property Damage	\$1,000,000 Each Occurrence

Comprehensive General Liability

Bodily Injury	\$1,000,000 Each Occurrence- \$2,000,000 Aggregate
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Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
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Or Combined Single Limits \$1,000,000 Each Occurrence

Minimum amounts of insurance shall be subject to such other limits as the Parties hereto may agree upon in writing from time to time. Comprehensive general liability insurance shall include coverage for: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); automobile liability insurance covering owned, hired and non-owned vehicles.

Grantee shall deliver to Grantor a certificate or certificates (as applicable) from the insurer or insurers of Grantee and all Grantee Parties stating that all applicable insurance required hereunder is in full force and effect, and that the insurer or insurers (as applicable) will give to Grantor thirty (30) days written notice prior to any cancellation or modification of the applicable insurance together with evidence that all owned, non-owned vehicles to be used by Grantee and/or Grantee Parties are covered by such insurance. The aggregate limits shall be specific to this Agreement. A one million dollar (\$1,000,000) Umbrella Policy may be used in lieu of per project aggregate. All insurance policies shall also name Grantor as an additional insured party.

13. **Notices.** All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, facsimile transmission, when delivered in person or the transmission is received at the address, facsimile number set forth hereinafter for the Party to whom notice is given, or (ii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address or facsimile number for notices by giving five days advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses and facsimile numbers for notices hereunder are as follows:

If to Grantor: Columbia Plywood Corporation
South Weed
Klamath Falls, Oregon 97601
Attn: Mark Slezak
Telephone: 541-273-2504
Facsimile: 541-882-7295

With a copy to: Schwabe, Williamson & Wyatt, P.C.
1211 S.W. Fifth Avenue, Suite 2000
Attn: Carmen Calzacorta
Telephone: 503-796-2994
Facsimile: 503-796-2900

If to Grantee: Reames Golf & Country Club
4201 Hwy. 97 S.
Klamath Falls, Oregon 97603
Attn: Laine J. Wortman
Telephone: 541-884-7205, ext. 19
Facsimile: 541-882-0391

14. **Amendment; Successors and Assigns.** This Agreement may be modified or amended only by a written agreement signed by the Grantor and Grantee, or their applicable permitted successors or assigns. All terms, conditions, representations, and covenants of this Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. This Agreement shall not be assigned or transferred without the prior written consent of Grantor, which consent may be withheld, conditioned or delayed in Grantor's sole and absolute discretion.

15. **Entire Agreement; Construction.** This Agreement, together with any and all attachments and Exhibits, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions.

16. **Applicable Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in Klamath County, Oregon.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, whether by facsimile transmission, electronic .pdf version or otherwise, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

18. **Waiver.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any Party's right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such Party without affecting any of the other provisions of this Agreement.

19. **Severability.** If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon any such determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this Agreement, the invalidation of any provision herein relating to the Parties' remedies shall not be interpreted to prevent an injured Party from seeking actual damages.

20. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

21. **Errant Golf Balls.** The Parties agree that any errant golf balls propelled from the Grantee land upon the Grantor Land shall be deemed the property of Grantee.

EXECUTED by the Parties effective as of the Effective Date.

GRANTOR:

COLUMBIA PLYWOOD CORPORATION, a
North Carolina corporation

By: Mark Slezak
Mark Slezak, Assistant Vice President

GRANTEE:

REAMES GOLF & COUNTRY CLUB, an
Oregon nonprofit corporation

By: Paul Crawford
Paul Crawford, President

By: George Merhoff, Jr.
George Merhoff, Jr., Treasurer

Exhibits

- A - Grantee Land Legal Description
- B - Grantor Land Legal Description
- C - Depiction of Utility Easement Area and Road

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STATE OF OREGON)
County of Klamath) ss.

This instrument was acknowledged before me this 24 day of ^{July}~~June~~, 2012, by Mark Slezak, Assistant Vice President of COLUMBIA PLYWOOD CORPORATION, a North Carolina corporation, on behalf of the corporation.



Lisa Weatherby
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/20/2015

STATE OF OREGON)
County of Klamath) ss.

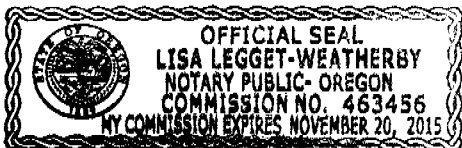
This instrument was acknowledged before me this 24 day of ^{July}~~June~~, 2012, by Paul Crawford, President of REAMES GOLF & COUNTRY CLUB, an Oregon nonprofit corporation, on behalf of the nonprofit corporation.



Lisa Weatherby
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/20/2015

STATE OF OREGON)
County of Klamath) ss.

This instrument was acknowledged before me this 24 day of ^{July}~~June~~, 2012, by George Merhoff, Jr., Treasurer of REAMES GOLF & COUNTRY CLUB, an Oregon nonprofit corporation, on behalf of the nonprofit corporation.



Lisa Weatherby
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/20/2015

EXHIBIT A

(Grantee Land)

PARCEL NO. 1: All that part of Lot 1 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the intersection of the center line of the railway of the Great Northern Railway Company as now located and constructed with the Southerly boundary of said Lot 1 at a point distance 220.7 feet Easterly from the southwest corner of said Lot 1; thence Northeasterly, along the said center line, 330.2 feet; thence Northwesterly, perpendicularly to the said center line, 9 feet to the true point of beginning; thence continue Northwesterly, along the last described course, 52 feet, more or less, to an intersection with the Northeasterly boundary of the right of way of the Klamath Falls – Weed Highway as described in a grant of easement dated November 22, 1935, from the Great Northern Railway Company to Klamath County, Oregon; thence Northwesterly, along the said Northeasterly boundary to an intersection with the Westerly boundary of said Lot 1; thence Northerly, along the said Westerly boundary of said Lot 1, to the Northwest corner of said Lot; thence Easterly, along the Northerly boundary of said Lot, 751.3 feet, more or less, to a point distance 9 feet Northwesterly at right angles from the center line of the railway; thence Southwesterly, parallel to the said center line and 9 feet Northwesterly therefrom, to the true point of beginning.

PARCEL NO. 2: All that part of Lot 1 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1, thence South 89°27' East, along the North line of said Lot, 736.7 feet; thence South 24°00' East 51.08 feet, more or less, to a point 26.5 feet distant Southeasterly measured at right angles, from the center line of the right of way of the Great Northern Railway Company, as now located and constructed, being the true point of beginning of this description; thence continuing South 24°00' East 424 feet, more or less, to the low water mark on the Northwesterly bank of the Klamath River; Thence Southwesterly, along the said River Bank to the South line of said Lot 1; thence North 89°19' West, along said South line, 129.5 feet, more or less, to a point 26.5 feet distant Southeasterly measured at right angles from the center line of said railway, as now located and constructed; thence Northeasterly, parallel with the center line and 26.5 feet distant therefrom, to the true point of beginning.

PARCEL NO. 3: All that portion of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the corner common to Sections 7, 8, 17 and 18 of said Township and Range, thence South 0°54'30" West, 679.9 feet; thence South 41°31' West, 875.9 feet; thence South 24° East, 43.96 feet to the true point of beginning of this description; thence South 24° East, 431.13 feet; thence North 63°55' East, 92.5 feet; thence North 27°14' West, 458.8 feet to a point; thence South 41°31' West, 73.1 feet to the true point of beginning.

Together with,

A strip of land situated in Government Lot 1 of Section 18, Township 39 South, Range 9 East, W.M., Klamath County, Oregon, described as follows, to-wit:

Commencing at the Northwest corner of said Government Lot 1; thence South 89°27' East, along the North line of said Government Lot 1, a distance of 736.7 feet; thence South 24°00' East, along a line hereinafter referred to as "Line A", a distance of 51.08 feet, more or less, to a point 26.5 feet distant Southeasterly, measured radially from the centerline of The Burlington Northern and Santa Fe Railway Company's Lead Track as now located and constructed, and the True Point of Beginning; thence Southwesterly, along a line drawn concentric and parallel with said Lead Track centerline, a distance of 1,160 feet, more or less, to the intersection with a line drawn parallel with and 50.0 feet Northeasterly, as measured at right angles from the centerline of U.S. Highway 97 (Dalles-California Highway); thence Northwesterly, along the last described parallel line, 30 feet, more or less, to a point being 8.5 feet Southeasterly, as measured at right angles from said Lead Track centerline; thence Northeasterly, along a line drawn concentric and parallel with said Lead Track centerline, a distance of 1,185 feet, more or less, to the intersection with the North line of said Government Lot 1; thence South 89°27' East, along the North line of said Government Lot 1, to the intersection with a line drawn parallel with and distant 20.0 feet Southeasterly, as measured at right angles from said Lead Tract centerline; thence Southwesterly, along the last described parallel line, 50 feet, more or less, to the intersection with said "Line A"; thence South 24°00' East, 7 feet, more or less, to the True Point of Beginning.

Also,

A parcel of land situated in said Government Lot 1 of Section 18, Township 39 South, Range 9 East, W.M., Klamath County, Oregon, described as follows, to-wit:

Commencing at the intersection of said Lead Track centerline with the South line of said Government Lot 1 at a point distant 220.7 feet Easterly from the Southwest corner of said Government Lot 1; thence Northeasterly, along said Lead Track centerline, 330.2 feet; thence Northwesterly, radially to said Lead Track centerline, 9.0 feet to the most Southerly corner of that certain tract of land described in deed from Great Northern Railway Company to Klamath Door Co. dated November 17, 1950, and the True Point of Beginning; thence continuing Northwesterly, radially to said Lead Track centerline, 41.0 feet; thence Southwesterly, parallel with said Lead Track centerline, to the intersection with a line drawn parallel with and distant 50.0 feet Northeasterly, as measured at right angles from the centerline of U.S. Highway 97 (Dalles-California Highway); thence Southeasterly, along the last described parallel line, 60 feet, more or less, to a point being 9.0 feet Northwesterly, as measured radially from said Lead Track centerline; thence Northeasterly, along a line drawn concentric with said Lead Track centerline, 70 feet, more or less, to the True Point of Beginning.

Together with the following area by "Property Line Adjustment 16-11",

12 – UNDERGROUND WATER LINE AND ACCESS EASEMENT

PDX/013590/181801/GDF/9456641.4

A tract of land being a portion of Parcel 1 of "Land Partition 33-10", situated in the NE1/4 NE1/4 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the south line of said Parcel 1, from which the southwest corner of said Parcel 1 bears N89°11'12"W 271.10 feet; Thence N61°34'04"E 761.78 feet; Thence S28°25'56"E 96.54 feet to a point on the northwesterly right of way line of the Burlington Northern Railroad Spur; Thence S41°47'33"W, along the said northwesterly right of way line, 381.40 feet to its intersection with the south line of said Parcel 1; Thence N89°11'12"W, along the said south line, 461.73 feet to the point of beginning, containing 2.37 acres, more or less, with bearings based on "Land Partition 33-10" on file at the office of the Klamath County Clerk.

EXHIBIT B

(Grantor Land)

A tract of land situated in SE1/4 SE1/4 of Section 7, the W1/2 W1/2 of Section 8 and the NE1/4 NE1/4 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Parcel 1 of "Land Partition 33-10".

Excepting therefrom the following area by "Property Line Adjustment 16-11",

A tract of land being a portion of Parcel 1 of "Land Partition 33-10", situated in the NE1/4 NE1/4 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the south line of said Parcel 1, from which the southwest corner of said Parcel 1 bears N89°11'12"W 271.10 feet; Thence N61°34'04"E 761.78 feet; Thence S28°25'56"E 96.54 feet to a point on the northwesterly right of way line of the Burlington Northern Railroad Spur; Thence S41°47'33"W, along the said northwesterly right of way line, 381.40 feet to its intersection with the south line of said Parcel 1; Thence N89°11'12"W, along the said south line, 461.73 feet to the point of beginning, containing 2.37 acres, more or less, with bearings based on "Land Partition 33-10" on file at the office of the Klamath County Clerk.

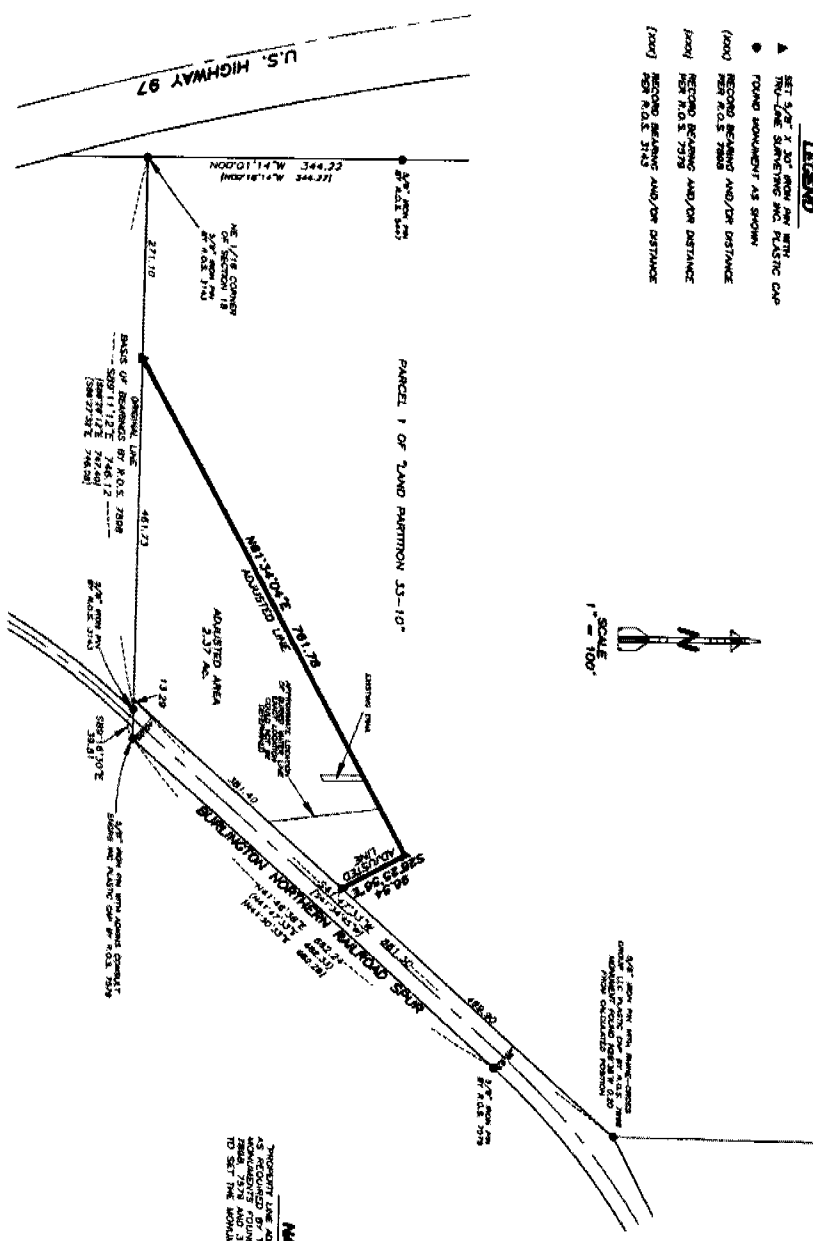
EXHIBIT C
Depiction of the Utility Easement Area and Road
(attached)

EXHIBIT MAP

PROPERTY LINE ADJUSTMENT 16-11

BEING A PORTION OF PARCEL 1 OF LAND PARTITION 33-10¹
SITuated IN THE NE1/4 NE1/4 OF SECTION 18,
T28S, R28W, KLAMATH COUNTY, OREGON

- LEGEND**
- ▲ SET 3/4" x 30" IRON PIN WITH 70# LINE SURVEYING PIN PLASTIC CAP
 - FOUND MONUMENT AS SHOWN
 - (200) RECORD BEARING AND/OR DISTANCE PER R.O.S. 7888
 - (200) RECORD BEARING AND/OR DISTANCE PER R.O.S. 7578
 - (200) RECORD BEARING AND/OR DISTANCE PER R.O.S. 3143



NARRATIVE

PROPERTY LINE ADJUSTMENT 16-11 WAS SURVEYED AS REQUIRED BY THE COMMISSION OF APPROVED SURVEYORS AND ENGINEERS OF OREGON, FEBRUARY 23, 1988 AND 31-41 WERE Laid DOWN TO SET THE MONUMENTS AS SHOWN.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

JAMES A. HEALTON
JOHN M. HEALTON
728-211

REVISION DATE: 8-30-13

TRU SURVEYING INC. LINE	
2333 SQUARE LAKE	
KLAMATH FALLS, OREGON 97603	
SURVEYED FOR	COLUMBIA PLWOOD
DRAWN BY	J.M.H. & C.B.F.
CHECKED BY	J.M.H. & C.B.F.
DATE	3/12