

2014-010044

Klamath County, Oregon



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After recording, return to:

09/29/2014 12:29:19 PM

Fee: \$72.00

Green Diamond Resource Company
1301 Fifth Avenue, Suite 2700
Seattle, WA 98101
Attention: General Counsel

AmeriTitle
MTC 101873-CT

Space above reserved for recorder

ACCESS EASEMENT

THIS ACCESS EASEMENT ("**Agreement**") is dated as of September 27, 2014, between JWTR OREGON, LLC, an Oregon limited liability company ("**Grantor**"), and GREEN DIAMOND RESOURCE COMPANY, a Washington corporation ("**Grantee**").

Recitals

A. Grantor owns certain real property located in Sections 20, 28 and 29, Township 34 South, Range 14 East, Willamette Meridian, Klamath County, Oregon, more particularly described on attached **Exhibit A** (the "**Grantor's Property**").

B. Grantee desires to obtain an easement over the existing roads located on Grantor's Property on the terms and conditions described herein.

Agreement

NOW THEREFORE, for valuable consideration, receipt of which is acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, nonexclusive easement sixty (60) feet in width, being thirty (30) feet in width on either side of the centerlines of the existing roads (each a "**Road**" and collectively, the "**Roads**") located on Grantor's Property, plus additional width as needed for cuts, fills, turnouts, culverts and drainage ditches, located approximately as illustrated on the map attached as **Exhibit B** (the "**Easements**").

The Easements are granted on the following terms and conditions:

1. **Purpose/Use.** The Easements are granted for the purposes of access to and from (i) all lands owned, leased or managed by Grantee that can be reasonably accessed over the

Easements granted herein and (ii) all timber owned by Grantee that can be reasonably accessed over the Easements granted herein, in each case whether now owned or hereafter acquired, including but not limited to any such lands or timber located in Sections 28, 29, 30, 31, 32 or 33 of Township 34 South Range 14 East, Willamette Meridian (collectively, the "**Benefitted Property**"). The access rights granted herein shall be for all lawful purposes and uses, including without limitation, transporting forest products, rock and other valuable materials to and from the Benefitted Property.

2. Easement Subject to Existing Rights. The Easements are subject to all matters of public record and other valid and existing rights.

3. Road Crossing; Grantor's Reservations. Grantee's right to use the Roads is non-exclusive and is concurrent with the rights of the Grantor, and any third-party licensees, contractors or permittees of the Grantor. Grantor reserves for itself and its successors and assigns all rights not expressly granted hereunder, including but not limited to the right of Grantor and its successors and assigns, at all times for any and all purposes, to use, cross and re-cross, at any place on grade or otherwise, patrol and repair the Roads, in any manner that will not unreasonably interfere with the rights granted to Grantee hereunder.

4. Third Parties. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; 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 to the Grantee hereunder.

5. Road Maintenance. The cost of Road maintenance shall be allocated on the basis of respective uses of the Roads. When any party uses a Road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a Road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of the Road so used at a standard no less than the standards existing at the time use commenced. During periods when more than one party or its Permittees, as defined below, is using a Road, or a portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate, the maintenance of the Road or the portion thereof being used; and

(b) A method of payment by which each party shall pay its pro rata shares of the cost incurred by said maintainer in maintaining the Road or portion thereof.

For the purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facility as nearly as possible in their present condition or as hereafter improved.

6. **Road Damage.** Each party using any portion of a Road shall repair or cause to be repaired, at its sole cost and expense, that damage to the Road occasioned by it which is in excess of that which it would be caused through normal and prudent usage of the Road. Should inordinate damage to a Road occur which is not caused by an authorized user of the Road, the parties hereto shall meet to agree on the cost of replacement and the shares of replacement cost to be borne by each user of the Road.

7. **Improvements.** Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, said improvements shall be solely for the account of the improver.

8. **Exercise of Rights.** Grantee may permit its agents, affiliates, contractors, licensees, vendors, lessees, purchasers of timber or other valuable materials, and their agents, herein individually referred to as "**Permittee**" and collectively referred to as "**Permittees**," to exercise the rights granted to it herein provided such use by any Permittee is directly related to the limited purposes for which the Easements are granted.

9. **Indemnification.** Grantee agrees to defend, indemnify and save harmless Grantor from and against all causes of action, litigation, cost, loss, liability, damage and expense (including attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property, to whomsoever belonging, arising out of or in any way connected with the use of the Roads by Grantee and its Permittees, except to the extent such causes of action, litigation, cost, loss, liability, damage and expense results from the negligence or more culpable conduct of Grantor.

10. **Successors and Assigns; Appurtenant Easements.** The rights and obligations herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and shall run with and burden the Grantor's Property, and be appurtenant to and benefit the Benefitted Property.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

12. **Counterparts.** This Agreement may be executed in two or more counterparts and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each party to this Agreement.

[Signatures and acknowledgements on following page(s)]

IN WITNESS WHEREOF, the Grantor executes this Agreement with the intent that it be effective as of the day and year first written above.

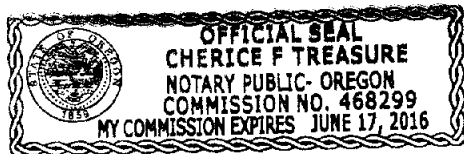
JWTR OREGON, LLC,
an Oregon limited liability company

By: JWTR, LLC,
an Oregon limited liability company
its Manager

By: Samuel D. Porter
Printed Name: Samuel D. Porter
Title: President

STATE OF OREGON)
County of Klamath)ss.

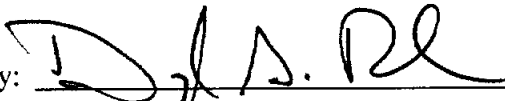
The foregoing instrument is acknowledged before me this 27 day of September, 2014,
by Samuel D. Porter as President of JWTR, LLC, the Manager
of JWTR Oregon, LLC.



Cherice F. Treasure
Notary Public for Oregon
Commission No.: 468299
My commission expires: 6/17/2016

IN WITNESS WHEREOF, the Grantee executes this Agreement with the intent that it be effective as of the day and year first written above.

GREEN DIAMOND RESOURCE COMPANY,
a Washington corporation

By:  RD

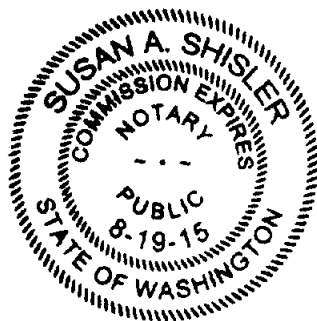
Printed Name: Douglas S. Reed

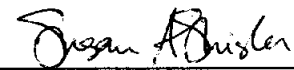
Title: President

STATE OF WASHINGTON)
)ss.
COUNTY OF King

On this 25th day of Sept, 2014, before me personally appeared Douglas S. Reed, to me known to be the President of Green Diamond Resource Company, the Washington corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: 

Name (Print): Susan A. Shisler

NOTARY PUBLIC in and for the State
of Washington, residing at Poulsbo

My appointment expires: 08-19-2015

EXHIBIT A

Description of Grantor's Property

Parcel 14-619:

Township 34 South, Range 14 East, Willamette Meridian, Klamath County

Section 28: N $\frac{1}{2}$ and SE $\frac{1}{4}$ of NW $\frac{1}{4}$
SW $\frac{1}{4}$ of NE $\frac{1}{4}$

Parcel 21-554:

Township 34 South, Range 14 East, Willamette Meridian, Klamath County

Section 20: SE $\frac{1}{4}$ of SE $\frac{1}{4}$

Section 28: SW $\frac{1}{4}$ of SW $\frac{1}{4}$

Section 29: E $\frac{1}{2}$ of NE $\frac{1}{4}$
E $\frac{1}{2}$ of SE $\frac{1}{4}$
SW $\frac{1}{4}$ of SE $\frac{1}{4}$
SE $\frac{1}{4}$ of SW $\frac{1}{4}$

Parcel 46-228:

Township 34 South, Range 14 East, Willamette Meridian, Klamath County

Section 29: NW $\frac{1}{4}$ of SE $\frac{1}{4}$

Parcel 48-968:

Township 34 South, Range 14 East, Willamette Meridian, Klamath County

Section 28: SW $\frac{1}{4}$ of NW $\frac{1}{4}$
N $\frac{1}{2}$ of SW $\frac{1}{4}$
NW $\frac{1}{4}$ of SE $\frac{1}{4}$

Parcel 61-250:

Township 34 South, Range 14 East, Willamette Meridian, Klamath County

Section 29: W $\frac{1}{2}$ of NE $\frac{1}{4}$

Exhibit B Easements

