

AMERITITLE  
44267 AM

2015-006959  
Klamath County, Oregon  
06/29/2015 03:29:06 PM  
Fee: \$82.00

**After Recording, Return To:**

Green Diamond Resource Company  
Attn: General Counsel  
1301 Fifth Avenue, Suite 2700  
Seattle, WA 98101-2613

**Until A Change Is Requested,  
Send All Tax Statements To:**

Same as above

---

Space above reserved for recorder

**STATUTORY WARRANTY DEED  
(Klamath County)**

JWTR OREGON, LLC, an Oregon limited liability company ("**Grantor**"), conveys and warrants to GREEN DIAMOND RESOURCE COMPANY, a Washington corporation ("**Grantee**"), the real property located in Klamath County, Oregon, described on the attached **Exhibit A** (the "**Property**"), free of encumbrances except as specifically set forth herein;

TOGETHER WITH all rights, privileges and interests appurtenant thereto, including (i) all trees growing or down and logs, fiber and woody biomass located thereon; (ii) all of Grantor's interest and rights in minerals, oil and gas, gravel and rock located thereon or thereunder; (iii) all of Grantor's right, title and interest in, to and under all structures, facilities and improvements, including all buildings, bridges and gates; (iv) all of Grantor's right, title and interest in, to and under all fixtures, systems, equipment and other items of personal property attached or appurtenant thereto; (v) all of Grantor's right, title and interest in, to and under all easements, road use agreements, rights-of-way and licenses appurtenant thereto, to the extent assignable and transferable; (vi) all of Grantor's interest in water rights appurtenant to or used in connection with the Property, including any rights, agreements or contracts related to the delivery of water to the extent they relate to the Property and stock in water companies providing water to the Property; and (vii) all of Grantor's right, title and interest in, to and under all licenses, permits, approvals and franchises relating to the zoning, land use, ownership, operation, occupancy, construction or maintenance thereof running to or in favor of the Grantor or the Property, to the extent assignable and transferable.

The true consideration for this conveyance stated in terms of dollars is \$174,200.

82AMT

SUBJECT TO, and excepting and excluding from the covenants and warranties described herein and in ORS 93.850, the matters set forth on attached **Exhibit B**.

AND RESERVING TO THE GRANTOR, permanent, non-exclusive easements 60 feet in width over the existing roads located on the Property as more particularly depicted on attached **Exhibit C** (“**Roads**”), being 30 feet on either side of the centerline of such existing Roads, for the purposes, and on the covenants terms and conditions, described in attached **Exhibit D** (the “**Reserved Easements**”).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.


*[Signature and acknowledgement on following page.]*

DATED this 29 day of June, 2015.

**GRANTOR:**


JWTR OREGON, LLC,  
an Oregon limited liability company

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

By:   
Samuel D. Porter, President

STATE OF OREGON           )  
  )ss.  
County of Klamath        )

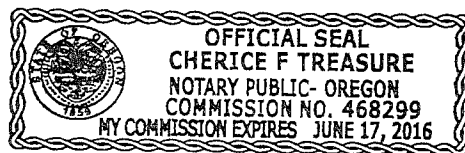
The foregoing instrument is acknowledged before me this 29 day of June, 2015, by Samuel D. Porter as President of JWTR, LLC, an Oregon limited liability company, Manager of JWTR Oregon, LLC.



Notary Public for Oregon

Commission No.: 468299

My commission expires: 6/17/2016



**Exhibit A**

**Legal Description of Property**

**Camp 6 Remaining Parcels**

Parcels 1 and 3 of Land Partition 30-14 in the SE1/4SE1/4 of Section 20, The NW1/4, SW1/4 NE1/4, NW1/4SE1/4, N1/2SW1/4, SW1/4SW1/4 of Section 28 and the SE1/4SW1/4, E1/2 of Section 29 all in Township 34 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon. Recorded on April 9, 2015 in instrument number 2015-003300.

## **Exhibit B**

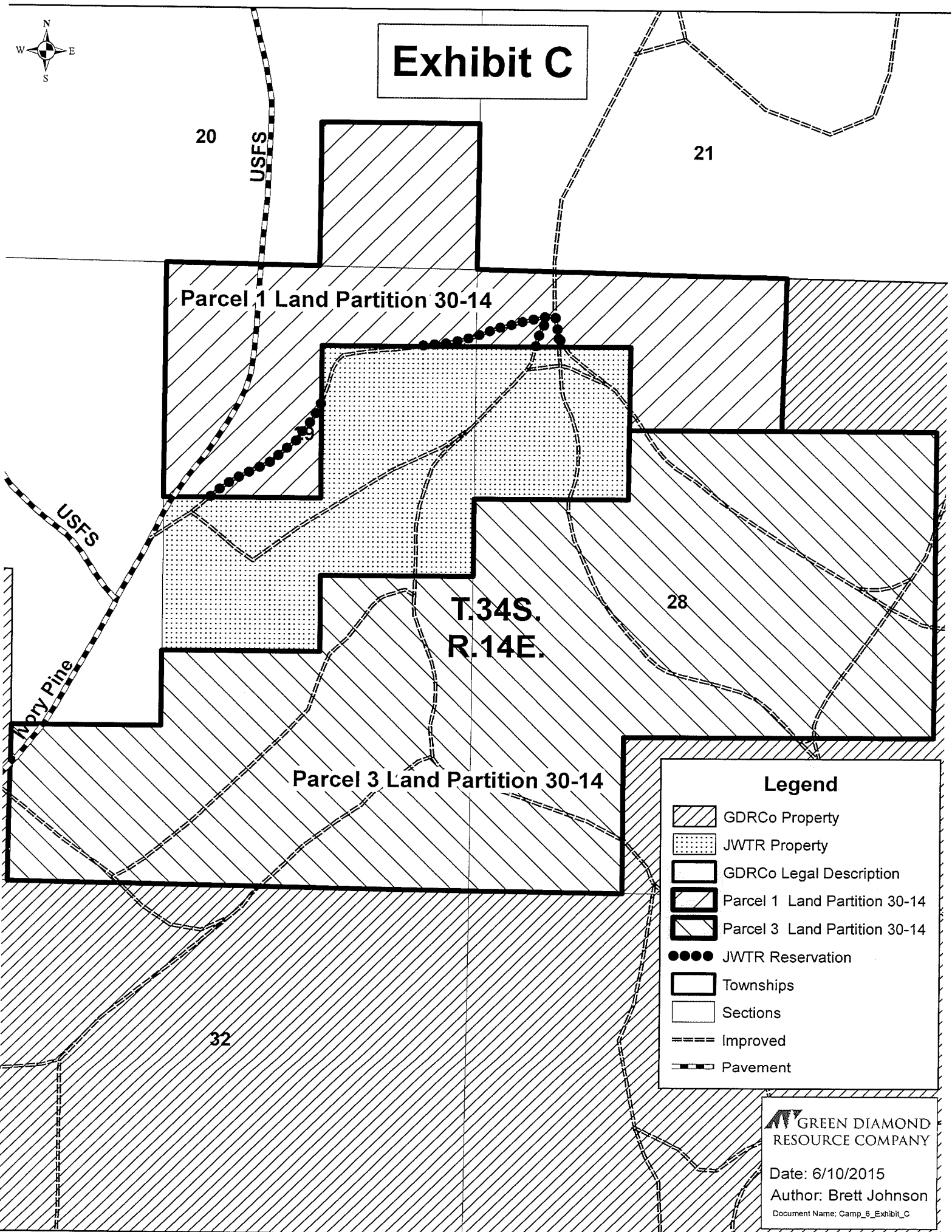
### **Exceptions to Title**

1. Liens for current year real property taxes not yet due or payable.
2. The agreements listed in a Part II of Schedule 2.1.6 of the Asset Purchase Agreement among JWTR, LLC, JWTR OREGON, LLC, JWTR LOGGING COMPANY, JWTR TRANSPORTATION, LLC, SOUTHERN OREGON ROUND STOCK, INC., LEE SMITH LOGGING CO., INC., as Sellers, and GREEN DIAMOND RESOURCE COMPANY, as Buyer, dated as of July 24, 2014 (as amended), insofar as they pertain to the Property.
3. Discrepancies and conflicts in boundary lines, encroachments, shortage of area and similar matters which an ALTA survey would disclose to the extent such matters do not materially impair the use of the Property or improvements thereon as currently used by Grantor.
4. Rights of the public in roads and highways.
5. Rights of way for utility lines now installed on the Property.
6. Unpatented mining claims.
7. Reservations in federal patents or in acts authorizing the same.
8. Zoning, entitlement, conservation restrictions and other land use and environmental regulations by any applicable federal, state or local municipal entity or government or other administrative, judicial or other governmental department, commission, court, board, bureau, agency or instrumentality applicable to the Property.
9. The assessment roll and the tax roll disclose that the premises herein described were specially assessed as Forest Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five (5) or lesser number of years in which the land was subject to the special land use assessment.
10. The premises herein described are within and subject to the statutory powers, including the power of assessment and easement of Klamath Lake Timber Fire Patrol.
11. The premises herein described are within and subject to the statutory powers, including the power of assessment and easement of Klamath Lake Grazing Patrol

12. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: United States of America  
Recorded: May 21, 1951  
Instrument No.: Volume 247, Page 303



# Exhibit C



Parcel 1 Land Partition 30-14

T.34S.  
R.14E.

Parcel 3 Land Partition 30-14

## Legend

- GDRCo Property
- JWTR Property
- GDRCo Legal Description
- Parcel 1 Land Partition 30-14
- Parcel 3 Land Partition 30-14
- JWTR Reservation
- Townships
- Sections
- Improved
- Pavement

GREEN DIAMOND  
RESOURCE COMPANY

Date: 6/10/2015

Author: Brett Johnson

Document Name: Camp\_6\_Exhibit\_C

## **Exhibit D**

### **Terms and Conditions of Reserved Easements**

The Reserved Easements which are reserved to the Grantor in this deed are subject to the covenants, terms and conditions set forth in this Exhibit D:

1. **Purpose/Use.** The Reserved Easements for the purposes of access to and from all lands owned, leased or managed by Grantor that can be reasonably accessed over the Reserved Easements and all timber owned by Grantor that can be reasonably accessed over the Reserved Easements (collectively, the “**Benefitted Property**”). The access rights reserved 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. **Easements Subject to Existing Rights.** The Reserved Easements are subject to all matters of public record and other valid and existing rights.

3. **Road Crossing; Grantees Rights.** Grantor’s right to use the Roads is non-exclusive and is concurrent with the rights of the Grantee, and any third-party licensees, contractors or permittees of the Grantee and all persons to whom Grantee has granted rights to use. Grantee and its successors and assigns shall have all rights relating to the Roads and the Property not expressly reserved by the Grantor hereunder, including but not limited to the right of Grantee 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 reserved to Grantor hereunder.

4. **Third Parties.** Use of the roads by any third party exercising rights to use the Roads reserved to the Grantor shall be subject to the terms and conditions of these Reserved Easements and shall not unreasonably interfere with the rights of Grantee and others in the Roads and the Property.

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.

6. For the purposes of the Reserved Easements, 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.

7. **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.

8. **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.

9. **Exercise of Grantor's Rights.** Subject to Section 4 of this Exhibit D, 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 reserved to it herein provided such use by any Permittee is directly related to the limited purposes of the Reserved Easements.

10. **Indemnification.** Grantor agrees to defend, indemnify and save harmless Grantee 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 Grantor 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 Grantee.

11. **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 Property, and be appurtenant to and benefit the Benefitted Property.