

CARVE-OUT ACCESS EASEMENT

After recording, return to:

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

---

Space above reserved for recorder

ACCESS EASEMENT

THIS ACCESS EASEMENT ("**Agreement**") is dated as of 9-2-, 2015, between RLF KLAMATH PROPERTIES LLC, a Colorado limited liability company ("**Grantor**"), and EPC GREEN DIAMOND, LLC, a Washington limited liability company, and its successors and assigns (collectively, "**Grantee**").

**Recitals**

A. Grantor owns certain real property described as Parcel 2 of Land Partition 12-15, being a replat of Parcel 3 of LP 13-13, situated in the E1/2NE1/4 Section 8, Section 9, 10, the SW1/4 of Section 14, Sections 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29 & 30 all in Township 37 South, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon recorded August 24, 2015 in Volume 2015-009393 (the "**Grantor's Property**").

B. Grantee desires to obtain an easement over certain of 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 those existing roads on Grantor's Property as depicted on **Exhibit A-1** (each a "**Road**" and collectively, the "**Roads**"), plus additional width as reasonably needed for cuts, fills, turnouts, culverts and drainage ditches (the "**Easements**").

The Easements are granted on the following terms and conditions:

**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 on the real property described on **Exhibit B** attached hereto (collectively, the “**Benefitted Property**”). The access rights granted herein shall be for all lawful purposes and uses, including without limitation, forest management and grazing activities and transporting forest products, rock and other valuable materials to and from the Benefitted Property.

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

**Other Conditions.** Notwithstanding the grant of a private sixty (60) foot wide easement over the Roads herein and as set forth in that certain Creation of Private Ingress-Egress and Utility Easements, recorded in Klamath County, Oregon, in Volume 2015-009392 (the “Prior Easement”), benefiting portions of the Benefitted Property, Grantor and Grantee agree as follows: (i) that Grantee’s use of Egert Rd. south of the intersection with Tasco Rd. shall only be for emergency purposes; (ii) Grantee’s use of Zeiss Rd. from Egert Rd. northwest to the intersection with Leica Rd., shall only be for emergency purposes; and (iii) Grantee shall use commercially reasonable efforts to limit its use of all Easements to a thirty (30) foot width, fifteen (15) feet on either side of the centerline. The term “emergency purposes” shall be as reasonably determined by Grantee. Further, Grantor shall have the right to gate or lock Egert Rd. south of the intersection with Tasco Rd., and Zeiss Rd. east of the intersection with Leica Rd., provided that Grantor provides keys or other means of access (lock codes) to Grantee.

**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, permittees, successors, or assigns 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.

**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.

**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:

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

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.

**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.

**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.

**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.

**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 or Easements 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.

**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.

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

**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)]*

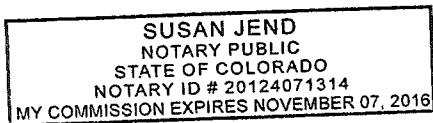
IN WITNESS WHEREOF, the Grantor executes this Agreement with the intent that it be effective as of the day and year first written above.

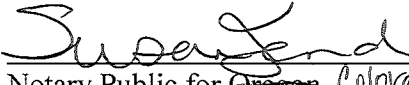
**RLF KLAMATH PROPERTIES LLC,**  
a Colorado limited liability company

By:   
Name: Aaron M. Patch  
Title: Authorized Representative

STATE OF OREGON           )  
  )ss.  
County of Denver        )

The foregoing instrument is acknowledged before me this 1<sup>st</sup> day of September, 2015, by Aaron M. Patch as Authorized Representative of RLF KLAMATH PROPERTIES, LLC.

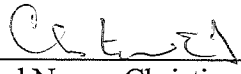



  
Notary Public for Oregon Colorado  
Commission No.: 20124071314  
My commission expires: Nov. 7, 2016

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

**EPC GREEN DIAMOND, LLC,**  
a Washington limited liability company

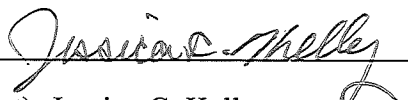
By: EPC Exchange Corporation, a Washington  
corporation, its sole member

By:   
Printed Name: Christine E. Towey  
Title: Vice President 

STATE OF WASHINGTON            )  
  )ss.  
COUNTY OF KING                )

On this 31<sup>st</sup> day of August, 2015, before me personally appeared Christine E. Towey, to me known to be the Vice President of EPC Exchange Corporation, sole member of EPC Green Diamond, LLC, a Washington limited liability company 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 she 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): Jessica C. Kelly



NOTARY PUBLIC in and for the State  
of Washington, residing at Seattle, WA  
My appointment expires: 03/09/2017

## **EXHIBIT A-1**

### **Map of Easements**

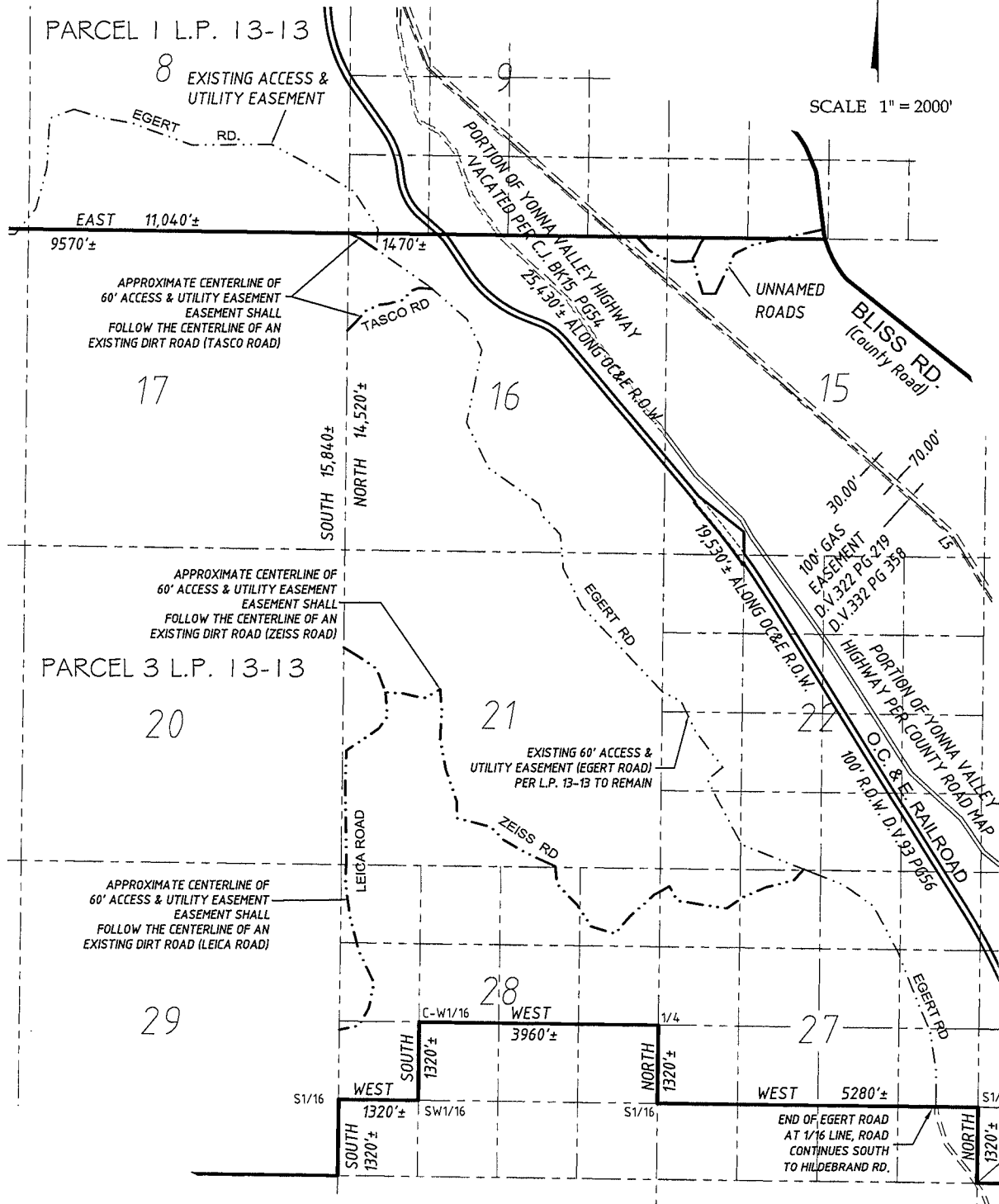
# EXHIBIT "A-1"

## CREATION OF PRIVATE ROAD AND UTILITY EASEMENTS

LOCATED IN PARCEL 1 AND PARCEL 3 OF L.P. 13-13  
SITUATED IN THE E1/2 NE1/4 SECTION 8, SECTIONS 9, 10, THE SW 1/4 OF SECTION 14,  
SECTIONS 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, & 30 ALL IN TOWNSHIP 37  
SOUTH, RANGE 11-1/2 EAST, W.M.  
KLAMATH COUNTY, OREGON



SCALE 1" = 2000'



**R-C**  
RHINE-CROSS  
GROUP

**RHINE-CROSS GROUP LLC**  
ENGINEERING - SURVEYING - PLANNING  
112 N. 5TH ST. - SUITE 200 - P.O. BOX 909  
KLAMATH FALLS, OREGON 97601

Phone: (541) 851-9405 Fax: (541) 273-9200 admin@rc-grp.com



## **EXHIBIT B**

### **Grantee's Property**

Chapman Ranch:

#### Parcel 1

Parcels 1 and 2 of Land Partition 13-13 situated in Sections 1, 2, 3, NE1/4 of Section 4, Sections 11, 12, 13, NE1/4 of Section 14, and the E1/2 of Section 24 of Township 37 South, Range 10 East of the Willamette Meridian and Sections 7, 8, 9, the W1/2 of Section 10, the SW1/4 of Section 14, Sections 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29 and 30 of Township 37 South, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon, recorded December 18, 2013 in Volume 2013-013854, Records of Klamath County, Oregon.  
EXCEPTING FROM Parcel 2, that portion platted within Land Partition 10-14.

#### Parcel 2:

Parcels 1, 2 and 3 of Land Partition 10-14, situated in Sections 11, 12, 13, NE1/4NE1/4 of 14 and the E1/2E1/2 of 24, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon recorded March 5, 2015 in Volume 2015-001954, Records of Klamath County, Oregon.

#### Parcel 3

Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon

Section 10: NW1/4NW1/4

Section 11: W1/2SW1/4

#### Parcel 4:

Parcels 1 and 3 of Land Partition 12-15, being a replat of Parcel 3 of LP 13-13, situated in the E1/2NE1/4 Section 8, Section 9, 10, the SW1/4 of Section 14, Sections 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29 & 30 all in Township 37 South, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon recorded August 24, 2015 in Volume 2015-009393, Records of Klamath County, Oregon.