Klamath County, Oregon 02/17/2016 09:56:27 AM

Fee: \$77.00

# After Recording, Return To:

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

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

Same as above

File No. Chapman (88944AM-3)

Space above reserved for recorder

## QUIT CLAIM DEED

EPC GREEN DIAMOND LLC, a Washington limited liability company ("Grantor"), releases and quitclaims to GREEN DIAMOND RESOURCE COMPANY, a Washington corporation ("Grantee"), all right, title and interest in and to the following described real property located in Klamath County, Oregon, as described on the attached Exhibit A (the "Property");

The true consideration for this conveyance stated in terms of dollars is \$10.00.

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.

DATED this 12 day of \_\_\_\_\_\_ 2016.

#### **GRANTOR:**

EPC GREEN DIAMOND, LLC, a Washington limited liability company

BY: EPC EXCHANGE CORPORATION, A WASHINGTON CORPORATION ITS SOLE MEMBER

By:	Unter E)
NAME:	CHRISTINE E. TOWEY, VICE RRESIDENT

	,	0	
STATE OF Washington			)
COUNTY OF KING			) \$

On this 12<sup>th</sup> day of February, 2016, before me, Jessica C. Kelly, a Notary Public in and for the state, personally appeared Christine E. Towey, Vice President for EPC Exchange Corporation, a Washington corporation, Sole Member for EPC Green Diamond, LLC, a Washington limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Notary Public in and for the State of Washington

Residing at: Seattle, Washington
My Commission Expires: 3-09-2017

JESSICA C. KELLY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 9, 2017

# **EXHIBIT A**

# (Chapman)

All rights acquired by and conveyed to Grantor under that certain Easement, Road Use, Agreements and Rights-of-Way Assignment and Assumption Agreement dated September 2, 2015 and recorded September 2, 2015 in Klamath County, Oregon under Filing No. 2015-009788.





# ACCESS ASSIGNMENT AND ASSUMPTION

2015-009788

Klamath County, Oregon 09/02/2015 02:00:40 PM Fee: \$62.00

# After Recording, Return To:

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

Space above reserved for recorder

# EASEMENT, ROAD USE AGREEMENTS, AND RIGHTS-OF-WAY ASSIGNMENT AND ASSUMPTION AGREEMENT

# (Klamath County, Oregon)

This Easement, Road Use Agreements, and Rights-of-Way Assignment and Assumption Agreement (this "Access Assignment"), dated as of <u>9-2-2015</u>, 2015, is by and among RLF KLAMATH PROPERTIES, LLC, a Colorado limited liability company ("Assignor") and EPC GREEN DIAMOND, LLC, a Washington limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement, dated as of June 4, 2015, by and among Assignor and Assignee (as amended, the "Purchase Agreement"), pursuant to which, among other things, Assignee is acquiring from Assignor the real property described on attached Exhibit 1 (the "Owned Real Property");

WHEREAS, under the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's interest in easements, road use agreements, rights-of-way and other agreements and authorizations appurtenant to the Owned Real Property or owned by Assignor and used to provide access to the Owned Real Property (the "Easements"), effective as of the Closing Date; and

WHEREAS, this Access Assignment is contemplated by Section 4.3 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignor and Assignee agree as follows:

- 1. <u>Definitions</u>. All capitalized terms used in this Access Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
- 2. <u>Assignment</u>. Assignor hereby grants, assigns and transfers to Assignee, its successors and assigns, as of the Closing Date, all of Assignor's right, title and interest in and to the Easements, whether or not such interest is evidenced in writing or of record, to the extent assignable and transferable.
- 3. <u>Assumption</u>. Assignee hereby accepts the foregoing assignments and, in consideration thereof, Assignee hereby covenants and agrees that, on and after the Closing Date, Assignee will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Easements that arise on and after the Closing Date.
- 4. Terms of the Purchase Agreement. This Access Assignment has been delivered and accepted pursuant to the terms of the Purchase Agreement and is subject to all of the terms, provisions and conditions set forth in the Purchase Agreement, including, without limitation, those provisions relating to the survival of, and indemnification with respect to, the respective representations, warranties and covenants of Assignor and Assignee under the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Access Assignment, the terms of the Purchase Agreement shall control.
- 5. <u>Successors and Assigns</u>. The terms and conditions of this Access Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Access Assignment shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).
- 7. Counterparts. This Access Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Access Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Access Assignment.
- 8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Access Assignment.
- 9. <u>Recording</u>. Following execution and acknowledgement by all parties hereto, an original signed counterpart of this instrument shall be recorded in the real property records of Klamath County, Oregon.

[Signatures and acknowledgements on following pages]

DATED as of the date set forth on the first page of this Access Assignment.

RLF KLAMATH PROPERTIES LLC, a Colorado limited liability company

By:

Name:

Awron M. Patsch

Title:

Authorized Representative

STATE OF COLORADO

The foregoing instrument is acknowledged before me this day of spender, 2015, by an in Patellas Authorized Representative of RLF KLAMATH PROPERTIES, LLC.

SUSAN JEND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20124071314
MY COMMISSION EXPIRES NOVEMBER 07, 2016

Commission No.: 2012407

Notary Public for Oregon Colorado

My commission expires:

DATED as of the date set forth on the first page of this Access

Assignment.

EPC GREEN DIAMOND, LLC, a Washington limited liability company

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

Printed Name: Christine E. Towey
Title: Vice President

STATE OF WASHINGTON
COUNTY OF KING

)ss. )

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.

JESSICA C. KELLY

NOTARY PUBLIC

STATE OF WASHINGTON

COMMISSION EXPIRES

MARCH 9, 2017

Signature: Classica

Name (Print): Jessica C. Kelly

NOTARY PUBLIC in and for the State of Washington, residing at Seattle, WA My appointment expires: 3/09/2017

# EXHIBIT 1 TO ACCESS ASSIGNMENT Legal Description of 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.