

Map and Tax Lot No. 2808-01700-00400-000
2808-01700-00500-000
2808-01700-00600-000

EASEMENTS

PARTIES: PATRICK SCHAFFNER & TERESA SCHAFFNER,
Husband and Wife, ("Schaffner")

and

CAMBIUM PACIFIC, LLC,
an Oregon Limited Liability Company, ("Cambium").

RECITALS:

A. Schaffner owns that parcel of real property in Klamath County, Oregon, described as follows:

Parcel 1 of LAND PARTITION 9-15, in the W1/2 of the SE1/4, Section 17, Township 28 South, Range 8 East, Willamette Meridian, Klamath County Oregon, as filed in the Klamath County Clerk's Office, 2015-8745 ("Parcel 1").

B. Cambium owns that parcel of real property in Klamath County, Oregon, described as follows:

Parcel 2 of LAND PARTITION 9-15, in the W1/2 of the SE1/4, Section 17, Township 28 South, Range 8 East, Willamette Meridian, Klamath County Oregon, as filed in the Klamath County Clerk's Office, 2015-8745 ("Parcel 2").

C. The parties are desirous of providing each other the various easements set forth in this document.

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CLIENTS: Cambium Pacific, LLC; Best Flat
Road Purchase; Easements (04 NOV 15).wpd

BECKLEY & BONS, P.C.
ATTORNEYS AT LAW

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541-683-0880 - FAX 541-683-0880
www.beckley-law.com

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

EASEMENTS:

1. **Reciprocal Easement to Access Rail Tracks.** The parties grant each other reciprocal easements across the other's parcel for the purpose of accessing the rail tracks on the West side of each parcel. The terms of the easements are as follows:

1.1. These are perpetual, non-exclusive easements.

1.2. The easements shall be used by the Grantee, its agent, independent contractors, and invitees for the purpose of accessing the rail tracks.

1.3. With the written consent of the parcel owner, Grantee may construct, reconstruct, and maintain such roads as may be required to access the rail tracks at Grantee's sole expense.

1.4. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum interference to the other's use, however, in the case of conflict, Grantor's right of use shall be dominant.

1.5. Grantee agrees to indemnify and defend Grantor from any loss, claim, or liability to Grantor arising in any manner out of Grantee's use the easement.

2. **Easement Access for Electrical Service and Water Well.**

2.1. Schaffner grants to Cambium a non-exclusive, perpetual easement over Parcel 1 to access the water well and electrical service located on Parcel 1.

2.2. The cost of constructing and maintaining any infrastructure to access the water well or electrical service shall be born solely by Cambium.

2.3. The costs of maintaining the water well will be divided between the parties on a pro rata basis based on each party's annual use of water from the water well.

2.4. The parties agree to maintain the electrical service on a pro rata use basis.

3. **Thirty (30) Foot Access Easement Over Parcel 2.**

3.1. A thirty (30) foot access easement over Parcel 2 is established in Land Partition 9-15.

3.2. The easement is non-exclusive and perpetual.

3.3. Schaffner agrees to pay any and all costs associated with the construction of road over the easement strip for purposes of access to Parcel 1.

3.4. Schaffner agrees to indemnify and defend Cambium from any loss, claim, or liability to Cambium arising in any manner out of Schaffner's use of the easement.

3.5. Schaffner agrees to maintain the easement at its sole expense and promptly repair any damage to any road located on the easement strip.

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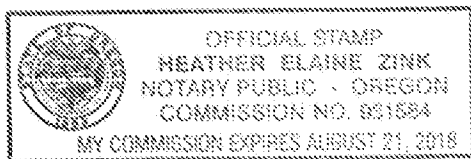
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IN WITNESS THEREOF, the parties have signed this Agreement on the 8th
day of August, 2016.

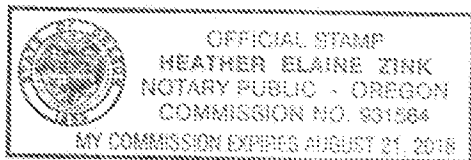


PATRICK SCHAFFNER:

Patrick Schaffner

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared before me this 8 day of August, 2016, the above-named
Patrick Schaffner.



Heather Elaine Zink
Notary Public for Oregon
My Commission expires: 8-21-2018

TERESA SCHAFFNER:

Teresa Schaffner

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared before me this 8 day of August, 2016, the above-
named Teresa Schaffner.

Heather Elaine Zink
Notary Public for Oregon
My Commission expires: 8-21-2018

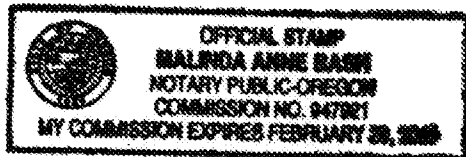
CAMBIUM PACIFIC, LLC:

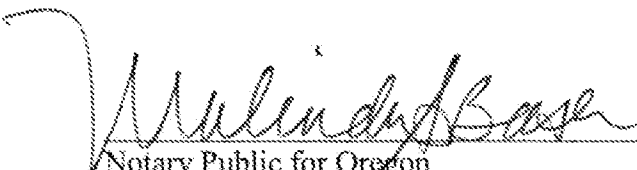
By: 

Oren R. Posner, Member

STATE OF OREGON)
) ss.
County of Lane)

Personally appeared before me this 1st day of August, 2016, the above-named
Oren, R. Posner, Member of Cambium Pacific, LLC.




Notary Public for Oregon

My Commission expires: 2-29-20