

633029AM
After recording return to:
Jordan Ramis PC
Attn: Steven L. Shropshire
360 SW Bond St., Ste. 510
Bend OR 97702

2025-000404
Klamath County, Oregon
01/21/2025 10:26:01 AM
Fee: \$132.00

Space reserved for recorder's use

EXCLUSIVE USE EASEMENT AGREEMENT

Parties

BETWEEN: Tule Resources LLC, an Oregon limited liability company ("Grantor")

AND: Richard Rodgers and Julie V. E. Rodgers, Trustees, or their successors in trust under the Rodgers Living Trust Dated July 19, 2022, and any amendments thereto, ("Grantee")

EFFECTIVE DATE: This Easement Agreement ("Easement Agreement") is effective as of January 16, 2025.

Recitals

- A.** Grantor owns the real property in Klamath County consisting of approximately Eight Hundred Twenty-Six (826) acres described in **Exhibit A** ("Grantor's Property").
- B.** Grantee owns the real property in Klamath County adjacent to a portion of Grantor's Property and described in **Exhibit B** ("Grantee's Property").
- C.** Grantee desires to acquire from Grantor an easement for use of a portion of Grantor's Property described in **Exhibit C** ("Exclusive Use Easement Area").
- D.** Grantor desires to grant to Grantee an easement for the Exclusive Use Easement Area.

Agreement

- 1. Consideration.** The parties enter into this Easement Agreement in exchange for the mutual covenants and benefits derived from the terms and conditions contained in this Easement Agreement.
- 2. Grant of Easement.** Grantor grants Grantee an exclusive use and possession easement (the "Exclusive Use Easement") for the purpose of allowing Grantee to continue occupying and using the Exclusive Use Easement Area until Grantor completes a lot line

adjustment ("LLA") as set forth in Section 6 below to legally alienate the Exclusive Use Easement Area from Grantor's Property and recognize it as part of Grantee's Property.

3. Exclusive Use Easement Area. The Exclusive Use Easement Area consists of all that portion of Klamath County Tax Lot 3709-01800-00200 lying east of Algoma Road (also known as the "Old Dalles-California Highway") as described and depicted in **Exhibit C**.

4. Grantee's Use of Exclusive Use Easement Area.

a. Exclusive Use. Grantee will have exclusive use and possession of the Exclusive Use Easement Area, and Grantee may continue to use the Exclusive Use Easement Area as if Grantee is the owner of the Exclusive Use Easement Area. Grantee will be responsible for all maintenance, improvements, and activities within the Exclusive Use Easement Area.

b. Compliance with Law. Grantee will comply in all material respects with all applicable federal, state, and local laws, regulations, and ordinances and with the terms and conditions of all permits and approvals.

c. No Liens. Grantee will keep the Exclusive Use Easement Area free and clear of all liens, charges, and other monetary encumbrances arising out of Grantee's use of the Exclusive Use Easement Area pursuant to this Easement Agreement.

d. Encroachments. Grantee will be solely responsible for addressing and managing any encroachments on the Exclusive Use Easement Area. Grantee will not join Grantor in any actions or litigation related to or resulting from encroachments on the Exclusive Use Easement Area.

5. Grantor's Use of Exclusive Use Easement Area. Grantor and Grantor's members, managers, lessees, contractors, employees, representatives, or agents reserve the right to access the Exclusive Use Easement Area for the purposes of completing surveys associated with the LLA as set forth in Section 6 below and ensuring Grantee's compliance with the law.

6. Lot Line Adjustment. Grantor intends to complete the LLA at a future date to adjust the boundaries of Grantor's Property to exclude the Exclusive Use Easement Area and recognize that the Exclusive Use Easement Area is part of Grantee's Property. Grantee will cooperate with Grantor as necessary to complete the LLA process, including, but not limited to, allowing surveyors to survey the Exclusive Use Easement Area and signing any documents necessary to complete the LLA.

7. Appurtenant Easement. The Exclusive Use Easement is appurtenant to the Exclusive Use Easement Area on Grantor's Property. The Exclusive Use Easement burdens and runs with the land.

8. Duration of Easement. The Exclusive Use Easement is perpetual in duration, but it will be terminated under the doctrine of merger when the LLA described in Section 6 above is completed.

9. Successors and Assigns. All rights and obligations of the parties under this Easement Agreement will inure to the benefit of and will be binding upon the successors in interest, assigns, and representatives of the parties.

10. Release from Liability. Grantee acknowledges and agrees that Grantor has no obligation or responsibility, under this Easement Agreement or otherwise, to protect the health, safety, or property of Grantee or others using the Exclusive Use Easement Area. Grantee further acknowledges and agrees that Grantor has no responsibility under this Easement Agreement or otherwise to maintain or improve the property within the Exclusive Use Easement Area, and Grantee will not look to Grantor for the payment of any cost related to the Exclusive Use Easement Area, including maintenance- or improvement-related costs.

11. Indemnity. Grantee will save, protect, indemnify, forever release, defend, and hold harmless Grantor and its members, managers, lessees, contractors, employees, representatives, and agents (collectively, the "Indemnified Parties") and the Exclusive Use Easement Area from and against any and all claims, causes of action, losses, damages, suits, and liabilities of every kind, arising out of, having to do with, or related, directly or indirectly, to any use of the Exclusive Use Easement Area by or under Grantee or its members, managers, lessees, contractors, employees, representatives, or agents or by third parties, including all expenses of litigation, court costs and reasonable attorney fees, and to pay off and discharge all expenses, fines, liens, claims, demands, penalties, natural resource damage assessments, damages, and liabilities of whatever character or description affecting the Indemnified Parties and Exclusive Use Easement Area arising out of such use by or under Grantee or by third parties.

12. Insurance. During the term of the Exclusive Use Easement, Grantee will maintain at all times a standard liability policy of insurance with a limit of not less than One Million and 00/100 Dollars (\$1,000,000.00), listing Grantor as an additional insured on such policy.

13. Notice. Any written notice required by this Easement Agreement will be deemed sufficient if sent by one party to the other at the address listed below for that party, or to such alternative address as may be on file with the Klamath County Assessor's office for issuing property tax statements for that party's property, or by email to the following addresses with confirmation of the email message being read by the other party.

If to Grantor: Tule Resources LLC
Attention: Greg Nelson
PO Box 5027
Larkspur, CA 94977
Email: gregnelson@freeflowholdings.com

If to Grantee: Richard & Julie Rodgers
1208 S. Obenchain Rd.
Eagle Point, OR 97524
Email: _____

14. Recording. Grantor will record this Easement Agreement at Grantor's expense. Upon recording, Grantor will provide a copy of the recorded document to Grantee.

15. Entire Agreement. This Easement Agreement, including its exhibits, constitutes the entire agreement between the parties. No change to the Easement Agreement or to the rights and obligations created by this Easement Agreement is valid unless made by a written amendment signed by both parties. There are no understandings, agreements, or representations, oral or written, regarding the subject matter of this Easement Agreement that are not specified in this Easement Agreement.

16. Default. A party is in default of this Easement Agreement if the party fails to cure a breach of any term within ten (10) business days after written notice specifying the default or breach with reasonable particularity. If the breach or default is one which cannot be cured within the specified deadline, the breaching or defaulting party will not be in default or breach provided the party moves with all due diligence and speed to remedy the breach and default and cures the breach or default promptly and adequately.

17. Remedies. Except as specifically set forth in this Easement Agreement, all rights and remedies of the parties will be construed and held to be cumulative. Upon a default under this Easement Agreement, the non-defaulting party may either: (i) proceed to cure the default by the payment of money or performance of some other action (for the account of the defaulting party); or (ii) exercise any other remedies to which the non-defaulting party may be entitled under this Easement Agreement, in law, or in equity. The ten-day notice period provided in Section 16 will not be required in circumstances where the non-defaulting party determines immediate action is necessary for the protection of persons or property, in which event the non-defaulting party will give whatever notice to the defaulting party as is reasonable under the circumstances, if any. Within thirty (30) days of written demand, the defaulting party will reimburse the non-defaulting party for any sums expended by the non-defaulting party to cure the default, together with interest thereon, from the date when payment was due until the date the payment is made, at the default rate, defined as the lower of: (i) the highest interest rate permitted by law to be paid on such type of obligation; or (ii) United States Prime Rate last publicly announced by *Wall Street Journal* or its successor.

18. Dispute Resolution; Venue. In the event of a dispute regarding the interpretation or enforcement of this Easement Agreement, the parties will first work in good faith to meet and resolve the dispute. If, after exhausting such efforts, the dispute cannot be resolved, the parties have the right to seek judicial relief. The venue for civil suit will be the Oregon State Circuit Court for Klamath County, or the United States District Court for the District of Oregon.

19. Waiver. Failure of either party at any time to require performance of any provision of this Easement Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision, nor will any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself, or any other provision.

20. Attorney Fees and Costs. In the event suit or action is instituted to enforce or interpret any of the terms of this Easement Agreement or to enforce any right arising out of or in any way connected with this Easement Agreement, the prevailing party will be entitled to recover from the other party its actual attorney fees both at trial and on appeal of such suit or action, in addition to all other sums provided by law, including actual paralegal fees and expert witness fees. The parties will each bear their own costs and attorney fees for the negotiation of this Easement Agreement.

21. Governing Law. This Easement Agreement will be governed by and construed under the laws of the State of Oregon without regard to principles of conflict of laws.

22. Severability. In the event any phrase, clause, sentence, paragraph, section, article, or other portion of this Easement Agreement becomes illegal, null, or void, or against public policy, for any reason, or is held by any court of competent jurisdiction to be illegal, null, or void, or against public policy, the remaining portions of this Easement Agreement will not be affected thereby and will remain in force and effect to the fullest extent permissible by law.

23. Interpretation of Easement Agreement.

a. The parties declare and represent: (i) that they fully understand the terms of this Easement Agreement and voluntarily agree to it; (ii) that they have had an opportunity to retain competent, independent counsel to review the Easement Agreement; and (iii) that each party and its counsel are not relying upon any statements, representations, or omissions from the other party, except those specifically set forth in this Easement Agreement. This Easement Agreement will not be construed in favor of or against either party, but will be construed as if both parties prepared this Easement Agreement.

b. Where the context so requires, the singular will be deemed to include the plural, and the plural the singular. Nothing contained in this Easement Agreement will be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained in this Easement Agreement and any present or future statute, law, ordinance, or regulation, the provision of this Easement Agreement that is affected will be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

c. The paragraph captions of this Easement Agreement will not be deemed to interpret, define, or construe this Easement Agreement.

24. Grantor's Right to Grant Easement Subject to Encumbrances and Exceptions. Grantor warrants and represents to Grantee that Grantor owns the Exclusive Use Easement Area and that Grantor is fully empowered to grant the Exclusive Use Easement, subject to liens, encumbrances, and exceptions of record.

25. Authority. The signatories below represent that they have the full power, right, and authority to enter into and perform their obligations under this Easement Agreement, and this Easement Agreement constitutes the legal, valid, and binding obligation of each party enforceable against that party in accordance with its terms.

26. Counterparts. This Easement Agreement may be signed in counterparts.

[Signatures and acknowledgements follow]


AGREED TO BY:

GRANTOR:

Tule Resources LLC, an Oregon limited liability company

By: PFC Resources LLC, a Delaware limited liability company

Its: Member

By: 
Greg Nelson, Manager

Date: 1/14/2025, 2025

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

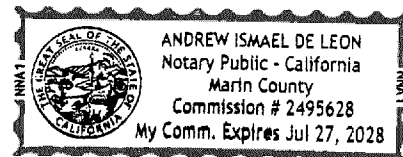
STATE OF CALIFORNIA)
) ss.
COUNTY OF MARIN)

On January 14th, 2025, before me, Andrew Ismael De Leon *notary public* personally appeared Greg Nelson as the Manager of PFC Resources LLC, a Delaware limited liability company, member of Tule Resources LLC, an Oregon limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

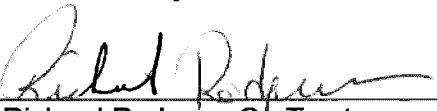
WITNESS my hand and official seal.

Signature  (Seal)



GRANTEE:

**Richard Rodgers and Julie V. E. Rogers,
Trustees, or their successors in trust,
under the Rodgers Living Trust Dated July
19, 2022, and any amendments thereto**

By: 
Richard Rodgers, Co-Trustee

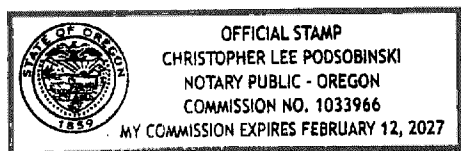
Date: 01/08/2025, 2025

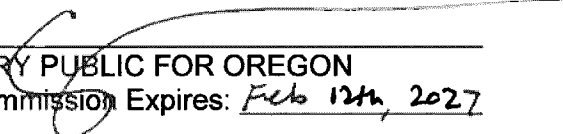
By: 
Julie V. E. Rodgers, Co-Trustee

Date: 01/08/2025, 2025

STATE OF Oregon)
) ss.
COUNTY OF Jackson)

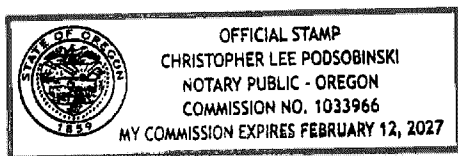
This instrument was acknowledged before me this 8th day of January, 2025,
by Richard Rodgers as Co-Trustee of Rodgers Living Trust Dated July 19, 2022, who stated he
is authorized to execute the foregoing instrument on behalf of the trust.




NOTARY PUBLIC FOR OREGON
My Commission Expires: Feb 12th, 2027

STATE OF Oregon)
) ss.
COUNTY OF Jackson)

This instrument was acknowledged before me this 8th day of January, 2025,
by Julie V. E. Rodgers as Co-Trustee of Rodgers Living Trust Dated July 19, 2022, who stated
she is authorized to execute the foregoing instrument on behalf of the trust.



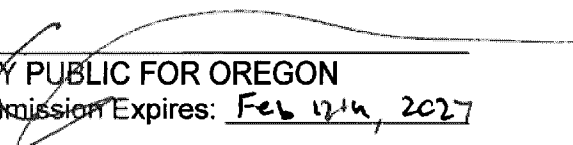

NOTARY PUBLIC FOR OREGON
My Commission Expires: Feb 12th, 2027

EXHIBIT A

Grantor's Property

Parcel 1:

In Township 37 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Section 12: Government Lot 4;

Section 13: Government Lot 1, N1/2 of Lot 2, NE1/4 NE1/4, N1/2 SE1/4 NE1/4;

EXCEPT those portions of the above described properties heretofore conveyed to the State of Oregon for highway purposes in Deed Volume 224, page 139, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING those portions of the above described properties heretofore conveyed to the Oregon Eastern Railway Company, an Oregon Corporation, for railroad right-of-way in Deed Volume 26, page 396, Deed Records of Klamath County, Oregon.

Parcel 2:

In Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Section 7: Government Lot 4, SE1/4 SW1/4,

Section 18: N1/2 NW1/4, Portions of the S1/2 NW1/4, more particularly described as follows:

Beginning at the Northeast corner of the SE1/4 NW1/4 of Section 18; thence Southwesterly along the center of the dredger cut to a point 10 chains North of the quarter section corner on the West line of said Section 18; thence North to the Northwest corner of SW1/4 NW1/4 of said Section 18, thence East along the North line of the S1/2 NW1/4 of Section 18 to the place of beginning.

EXCEPTING THEREFROM any portion laying in Algoma Road.

Parcel 3:

Government Lots 5, 6 and 7; the SE1/4 SW1/4 and that portion of the NE1/4 SW1/4 lying West of the State Highway, all in Section 6. Government Lots 1, 2 and 3 and the E1/2 NW1/4 and the NE1/4 SW1/4 of Section 7, All in Township 37 South Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through its State Highway Commission recorded May 14, 1948 in Volume 220, page 395 and recorded March 28, 1950 in Volume 237, page 565, all in Deed Records of Klamath County, Oregon.

EXCEPTING THEREFROM that portion lying in Government Lots 5 and 6 in Section 6, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, conveyed to the State of Oregon by and through its Department of Transportation recorded July 29, 2004 in Volume M04, page 49556, Microfilm Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM any portion laying in Algoma Road.

Parcel 4:

Government Lot 1 in Section 1 and Government Lots 1, 2 and 3 of Section 12, all in Township 37 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through its State Highway Commission recorded May 14, 1948 in Volume 220, page 395 and recorded March 28, 1950 in Volume 237, page 565, all in Deed Records of Klamath County, Oregon.

Parcel 5:

That portion of the NE1/4 SW1/4 of Section 6, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the old The Dalles-California Highway, now known as Algoma Road.

EXHIBIT B

Grantee's Property

The following described property situated in Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon:

Section 7: A portion of the E1/2 SE1/4 being more particularly described as follows: Beginning at the Northwest corner of the East 1/2 SE1/4, thence South along the West line of the East 1/2 SE1/4 1352.7 feet to an existing fence line, said point being the true point of beginning of this description, thence East along said fence line to the East line of the E1/2 SE1/4, thence South along said East line of the E1/2 SE1/4 to the Southeast corner of the E1/2 SE1/4; thence West along the South line of the E1/2 SE1/4 to the Southwest corner of the E1/2 SE1/4, thence North along the West line of the E1/2 SE1/4 to the point of beginning.

Section 8, The SW1/4 SW1/4 EXCEPTING THEREFROM that portion described as follows: Beginning at the Northwest corner of the SW1/4 SW1/4; thence South along the West line of the SW1/4 SW1/4 32.7 feet to an existing fence line, thence East along said fence line 14.8 feet, thence diagonally Northwesterly to the point of beginning.

Section 17: The NW1/4 NW1/4

Section 18: The N1/2 NE1/4

Tax Account Nos.: 774004, 378399, 735663 & 774013 *ym*

EXHIBIT C

Exclusive Use Easement Area

The Exclusive Use Easement Area is all that portion of Klamath County Tax Lot 3709-01800-00200 lying east of Algoma Road (also known as the "Old Dalles-California Highway"). The Exclusive Use Easement Area is outlined in red below.

