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After Recording Return to:

Rhine Cross Group, LLC
112 N. 5th Street - Suite 200
Klamath Falls, OR 97601

04/23/2025 10:00:13 AM

Fee: \$152.00

Cross Access Easement Agreement

This Cross Access Easement Agreement (the "**Agreement**") is executed as of the 26th day of MARCH, 2025 (the "**Effective Date**"), by and between Franklin E. Price and Lane Colvin, individuals (collectively, "**FP & LC**"), and Columbia Plywood Corporation, a North Carolina corporation ("**CPC**").

RECITALS

- A. FP & LC is the fee owner of the real property located in Klamath County, Oregon, as legally described on Exhibit "A" attached hereto (the "**FP & LC Land**").
- B. CPC is the fee owner of the real property located in Klamath County, Oregon, as legally described on Exhibit "B" attached hereto (the "**CPC Land**").
- C. FP & LC and CPC wish to grant to each other and receive from each other a 20' wide private cross access easement for the mutual benefit and use by said parties for an emergency access road that links the entrance to U.S. Highway 97 on the FP & LC Land with the entrance to U.S. Highway 97 on the CPC Land, as shown on Exhibit "C" attached hereto.

AGREEMENT

NOW, THEREFORE, for and in consideration of mutual benefits derived by FP & LC and CPC (each, a "**Party**," and collectively, the "**Parties**"), and other good and valuable consideration, the receipt and sufficiency of which are hereby agreed upon and acknowledged by the Parties, the Parties agree as follows:

1. Grant of Easement.

- A. Subject to the terms and provisions set forth herein, CPC does hereby grant, convey and set over unto FP & LC, a private, perpetual, nonexclusive easement (the "**CPC Easement**") for the purpose of emergency vehicular ingress and egress over and across a 20-foot-wide strip of land situated on the CPC Land, with said strip of land described in Exhibit "C" attached hereto, and depicted on Exhibit "D" attached hereto (the "**CPC Easement Area**"). This grant of easement is made subject to liens, leases, easements, servitudes, rights-of-way, prescriptive rights, reservations, conveyances and any and all other matters of record or apparent encumbering the CPC Land.
- B. Subject to the terms and provisions set forth herein, FP & LC does hereby grant, convey and set over unto CPC a private, perpetual, nonexclusive easement (the "**FP & LC Easement**" and, together with the CPC Easement, the "**Easements**") for the purpose of emergency vehicular ingress and egress over and across a 20-foot-wide strip of land situated on the FP & LC Land, with said strip of land described in Exhibit "C" attached hereto, and depicted on Exhibit "D" attached hereto (the "**FP & LC Easement Area**" and, together with the CPC Easement Area, the "**Easement Areas**"). This grant of easement is made subject to liens, leases, easements, servitudes, rights-of-way, prescriptive rights,

reservations, conveyances and any and all other matters of record or apparent encumbering the FP & LC Land.

2. **Easement Use.**

The Easements will be used solely for emergency vehicular access to and from the FP & LC Land and the CPC Land for access to U.S. Highway 97. The use of the Easement Areas will be restricted to use by the Parties and emergency services (Fire, EMT, Police) needing access to or from the FP & LC Land or the CPC Land, and their tenants, invitees, agents, successors, and assigns, as applicable (each, a "**Permitted Party**"). Either Party may install locked gates or locked removable bollards across the Easement Areas at the shared property line between the FP & LC Land and the CPC Land. CPC may install locked gates or locked removable bollards across the portion of the CPC Easement Area abutting the public right of way of U.S. Highway 97, and FP & LC may install locked gates or locked removable bollards across the portion of the FP & LC Easement Area abutting the public right of way of U.S. Highway 97. Should the locks to the gate(s) require a key, each Party shall provide the other Party with a key to such a gate(s). Either Party may change the gate combination(s) or key lock(s) located on its property at any time, for any reason, provided that the Party making such change notify the other Party of the new combination or the need to obtain a key to be used prior to changing the combination or key lock(s). The Parties agree that they shall not park any vehicles in the Easement Areas.

3. **No Unauthorized Uses.**

A. CPC may not use the FP & LC Easement for any other purpose except as specifically described herein unless CPC's proposed additional use has first been approved in writing by FP & LC.

B. FP & LC may not use the CPC Easement for any other purpose except as specifically described herein unless FP & LC's proposed additional use has first been approved in writing by CPC.

4. **Reserved Rights.**

A. CPC reserves to itself, its successors and assigns, its employees, representatives, contractors, licensees and invitees the full, free and perpetual right and privilege to use the CPC Easement Area for all lawful purposes, and to install utilities, cables, landscaping, signage, gravel, concrete and asphalt surfaces, and other improvements in the CPC Easement Area from time to time, together with the right to grant to third parties any such reserved rights, as long as such use does not unreasonably interfere with FP & LC's permitted uses of the CPC Easement Area.

B. FP & LC reserves to itself, its successors and assigns, its employees, representatives, contractors, licensees and invitees the full, free and perpetual right and privilege to use the FP & LC Easement Area for all lawful purposes, and to install utilities, cables, landscaping, signage, gravel, concrete and asphalt surfaces, and other improvements in the FP & LC Easement Area from time to time, together with the right to grant to third parties any such reserved rights, as long as such use does not unreasonably interfere with CPC's permitted uses of the FP & LC Easement Area.

5. **Nature of Easement.**

The CPC Easement is appurtenant to, and for the benefit of, the FP & LC Land, burdens the CPC Land, and shall run with the land. The FP & LC Easement is appurtenant to, and for the benefit of, the CPC Land, burdens the FP & LC Land, and shall run with the land. Any conveyance of fee title to the CPC Land or the FP & CL Land will include a conveyance of

the Easements, whether or not the Easements are specifically identified in the conveyance instrument.

6. **Maintenance; Repair.**

Each Party shall maintain and repair its respective Easement Area in accordance with ORS 105.175-105.185.

7. **No Dedication.**

Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Areas to the general public, for the general public, or for any public use or purpose whatsoever.

8. **Indemnity; Attorney Fees.**

A. CPC AGREES TO PAY OFF AND DISCHARGE ALL DAMAGES OF WHATEVER CHARACTER OR DESCRIPTION TO ALL PARTIES AND PROPERTY, INCLUDING FP & LC AND THE FP & LC LAND, BY REASON OF, RESULTING FROM, OR ARISING OUT OF THE USE BY CPC OF THE EASEMENT AREAS, SO AS TO PROTECT FP & LC THEREFROM, AND TO SAVE, DEFEND, INDEMNIFY AND HOLD FP & LC HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS AND LIABILITIES OF EVERY KIND, ON SUCH ACCOUNT AND ARISING OUT OF, HAVING TO DO WITH, OR RELATED, DIRECTLY OR INDIRECTLY, TO ANY SUCH USE OF THE EASEMENT AREAS BY CPC. UNDER THE PROVISIONS OF THIS INDEMNITY, CPC WILL ASSUME WITHOUT EXPENSE TO FP & LC, THE DEFENSE OF ANY APPLICABLE CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES AND WILL REIMBURSE FP & LC FOR ALL COMMERCIALLY REASONABLE EXPENSES (INCLUDING, WITHOUT LIMITATION, EXPENSES OF LITIGATION (INCLUDING, WITHOUT LIMITATION, ALL APPEALS, COURT COSTS AND ATTORNEY'S FEES)) INCURRED IN INVESTIGATING, HANDLING AND DEFENDING AGAINST ANY SUCH CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS OBLIGATION OF INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

B. FP & LC AGREES TO PAY OFF AND DISCHARGE ALL DAMAGES OF WHATEVER CHARACTER OR DESCRIPTION TO ALL PARTIES AND PROPERTY, INCLUDING CPC AND THE CPC LAND, BY REASON OF, RESULTING FROM, OR ARISING OUT OF THE USE BY FP & LC OF THE EASEMENT AREAS, SO AS TO PROTECT CPC THEREFROM, AND TO SAVE, DEFEND, INDEMNIFY AND HOLD CPC HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS AND LIABILITIES OF EVERY KIND, ON SUCH ACCOUNT AND ARISING OUT OF, HAVING TO DO WITH, OR RELATED, DIRECTLY OR INDIRECTLY, TO ANY SUCH USE OF THE EASEMENT AREAS BY FP & LC. UNDER THE PROVISIONS OF THIS INDEMNITY, FP & LC WILL ASSUME WITHOUT EXPENSE TO CPC, THE DEFENSE OF ANY APPLICABLE CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES AND WILL REIMBURSE CPC FOR ALL COMMERCIALLY REASONABLE EXPENSES (INCLUDING, WITHOUT LIMITATION, EXPENSES OF LITIGATION (INCLUDING, WITHOUT LIMITATION, ALL APPEALS, COURT COSTS AND ATTORNEY'S FEES)) INCURRED IN INVESTIGATING, HANDLING AND DEFENDING AGAINST ANY SUCH CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS OBLIGATION OF INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- C. In the event of any litigation or other proceedings brought to enforce or interpret the Easements granted herein, the prevailing Party in such proceedings will be entitled to recover from the other Party the reasonable attorney fees and other costs incurred by the prevailing Party in the proceedings or any appeal therefrom.
9. **Relocation.**
Each Party will have the right to relocate the easement area located on its property to another course over and across the relocating Party's respective property from time to time, provided that: (i) the relocating Party provides the non-relocating Party with reasonable advance written notice of the relocating Party's intent to exercise the relocation option; (ii) the relocating Party pays all expenses associated with the relocation including, but not limited to, physical construction costs and documentation and recording of a written amendment hereto, if needed, to effect such relocation; (iii) the relocated easement area provides comparable access to the benefitted property; and (iv) there are reasonable options for accessing emergency access to U.S. Highway 97 during the period of time that the easement area is being relocated.
10. **Amendment; Successors and Assigns.**
This Agreement may only be modified or amended by written instrument executed by the then current owners of the CPC Land and the FP & CL Land. All terms, conditions, representations, and covenants of this Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. This Agreement shall not be assigned or transferred without the prior written consent of non-assigning Party, which consent may be withheld, conditioned or delayed in the non-assigning Party's sole and absolute discretion.
11. **No Partnership.**
None of the terms or provisions of this Easement will be deemed to create a partnership between or among the Parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary rights in any person who is not an owner of the FP & LC Land or the CPC Land.
12. **Consents.**
Whenever the consent or approval of a Party is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed, or conditioned unless the provision in question expressly stipulates another standard of approval.
13. **Termination.**
A. This Agreement may be terminated upon mutual agreement of the Parties.
B. Should either Party breach, or not fulfill any term, condition, representation or covenant contained in this Agreement, then the non-breaching Party shall have the right to (i) elect to waive the breach, or non-fulfillment of any such term, condition, representation or covenant, and the Agreement will continue, preserving any rights in damages the non-breaching Party may have at law, in equity and/or pursuant to this Agreement, or (ii) at its option, terminate this Agreement in the manner herein specified. Except as otherwise provided for herein, the non-breaching Party will give the breaching Party written notice of such breach (the "Default Notice") and, should the breaching Party not comply and cure such breach within thirty (30) days following its receipt of the Default Notice, the non-breaching Party shall have the right to elect to immediately terminate this Agreement by subsequent written notice to the breaching Party of such termination (the

"Termination Notice"). Upon the breaching Party's receipt of the Termination Notice, this Agreement shall immediately terminate.

- C. Following termination of this Agreement, neither Party shall have any further rights, duties, liabilities or obligations arising out of, or having to do with, this Agreement, unless otherwise set forth herein. Upon termination of this Agreement for any reason, at either Party's request, the other Party shall execute, acknowledge and deliver a notice of termination in form suitable for recording in the Official Records of Klamath County, Oregon.

14. Use of Hazardous Substances.

The Parties are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Easement Areas, the CPC Land, or the FP & CL Land. For purposes of this Agreement, the term **"Environmental Laws"** means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the Easement Areas, the CPC Land, or the FP & CL Land. For purposes of this Agreement, the term **"Hazardous Substance"** shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, each Party shall save, protect, defend, indemnify, and hold harmless the other Party and its employees, agents, contractors and subcontractors from and against any and all loss, damage, cost, expense, or liability (including commercially reasonable attorneys' fees) and the reasonable costs of repairs and improvements necessary to return the Easement Area, the CPC Land, or the FP & CL Land to the physical condition existing prior to undertaking any activity related to any Hazardous Substance to the extent arising out of or attributable to the Parties' use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon in violating Applicable Laws, including (without limitation) Environmental Laws. This indemnity shall survive the termination of this Agreement.

15. Insurance

The Parties shall each maintain for themselves policies of insurance with companies maintaining an AM Best Rating of A-VII or better in the following minimum amounts covering their respective activities upon the real property covered by this Agreement:

| Automobiles | |
|------------------------------|------------------------------|
| Bodily Injury | \$1,000,000 Each Occurrence |
| Property Damage | \$1,000,000 Each Occurrence |
| Commercial General Liability | |
| Bodily Injury | \$1,000,000 Each Occurrence- |
| | \$2,000,000 Aggregate |
| Property Damage | \$1,000,000 Each Occurrence |
| | \$2,000,000 Aggregate |
| Or Combined Single Limits | \$1,000,000 Each Occurrence |

Commercial general liability insurance shall include coverage for: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); and automobile liability insurance covering owned, hired and non-owned vehicles (including the "pollution from autos

endorsement," 1S0 Form No. CA 99 48). Each Party shall also maintain at all times State or private industrial accident insurance which shall fully comply with State and Federal employment and workers' compensation laws covering all of its employees who work on or about the real property covered by the terms of this Agreement. Each Party shall deliver to the other Party hereunder upon request a certificate or certificates (as applicable) from their respective insurer or insurers evidencing the insurance coverage that is required hereunder. Prior to permitting any applicable Permitted Party that is an entity or individual engaging in commercial activities to exercise any rights granted herein, each Party agrees it will require such respective Permitted Party to first obtain, and maintain at all times while operating under this Agreement, insurance coverage in amounts and coverages not less than described above. Each Party further agrees it will require any applicable Permitted Party to have available upon request a certificate from the insurer evidencing that such coverage is in force. With respect to the insurance policies to be obtained and maintained by the Parties hereunder, neither Party shall do or permit anything to be done which invalidates any such insurance policies. All liability insurance shall expressly provide, whether by endorsement or otherwise, that such insurance is primary to and shall not require or permit contribution from any other insurance. All liability coverage must be on an occurrence basis as opposed to claims made. The Parties each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, and each Party shall cause its insurers to waive in writing and rights of subrogation that the insurers may have with regard to the other.

16. Notices.

All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand or electronic mail transmission, when delivered in person or the electronic mail transmission is received at the applicable address set forth hereinafter for the Party to whom notice is given, or (ii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its physical address or electronic mail address for notices by giving five days advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective physical addresses and electronic mail addresses for notices hereunder are as follows:

If to FP & LC:

COLVIN ENTERPRISES LLC
1783 FISH HATCHERY RD
GRANTS PASS, OR 97527
Attn: LANE COLVIN
Email Address: _____

If to CPC:

Columbia Plywood Corporation
4949 US Hwy 97
KLAMATH FALLS, OR 97601
Attn: AARON ABTS
Email Address: _____

17. Entire Agreement; Construction.

This Agreement, together with any and all attachments and Exhibits, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of

any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions.

18. Applicable Law; Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in Klamath County, Oregon.

19. Counterparts.

This Agreement may be executed in any number of counterparts, whether by electronic .pdf transmission or otherwise, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

20. Waiver.

No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any Party's right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such Party without affecting any of the other provisions of this Agreement.

21. Severability.

If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon any such determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this Agreement, the invalidation of any provision herein relating to the Parties' remedies shall not be interpreted to prevent an injured Party from seeking actual damages.

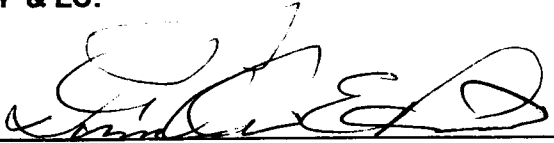
22. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

[Signatures and notarial acknowledgements contained on following pages]

The Parties have executed this Agreement effective as of the Effective Date.

FP & LC:

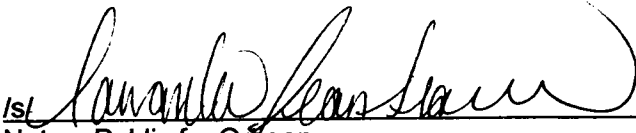

Franklin E. Price

STATE OF OREGON

County of Klamath)ss.

This instrument was acknowledged before me this 26th day of March, 2025,
by Franklin E. Price.

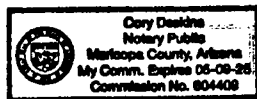


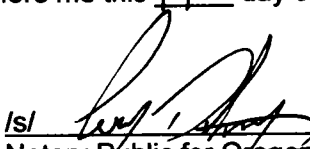
/s/ 
Notary Public for Oregon
My commission expires: November 08, 2026


Lane Colvin

STATE OF OREGON Arizona
County of Maricopa)ss.

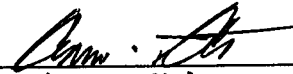
This instrument was acknowledged before me this 19th day of March, 2025,
by Lane Colvin.



/s/ 
Notary Public for Oregon Arizona
My commission expires: 5-9-2025

Columbia Plywood Corporation.

Columbia Plywood Corporation,
a North Carolina corporation

By: 
Name: Aaron Abts
Title: Plant Manager

STATE OF OREGON

County of Klamath)ss.

This instrument was acknowledged before me this 26th day of 3/26 March, 2025,
by Aaron Abts, on behalf of Columbia Plywood Corporation, a North
Carolina corporation.



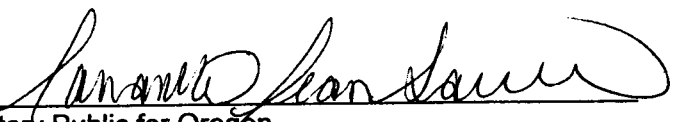
/s/ 
Notary Public for Oregon
My commission expires: November 08, 2026

EXHIBIT "A"

FP & LC LAND LEGAL DESCRIPTION

Parcel 1 of Land Partition 33-10, Klamath County, Oregon

EXHIBIT "B"

CPC LAND LEGAL DESCRIPTION

PARCEL NO. 1: All that part of Lot 1 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the intersection of the center line of the railway of the Great Northern Railway Company as now located and constructed with the Southerly boundary of said Lot 1 at a point distance 220.7 feet Easterly from the southwest corner of said Lot 1; thence Northeasterly, along the said center line, 330.2 feet; thence Northwesterly, perpendicularly to the said center line, 9 feet to the true point of beginning; thence continue Northwesterly, along the last described course, 52 feet, more or less, to an intersection with the Northeasterly boundary of the right of way of the Klamath Falls – Weed Highway as described in a grant of easement dated November 22, 1935, from the Great Northern Railway Company to Klamath County, Oregon; thence Northwesterly, along the said Northeasterly boundary to an intersection with the Westerly boundary of said Lot 1; thence Northerly, along the said Westerly boundary of said Lot 1, to the Northwest corner of said Lot; thence Easterly, along the Northerly boundary of said Lot, 751.3 feet, more or less, to a point distance 9 feet Northwesterly at right angles from the center line of the railway; thence Southwesterly, parallel to the said center line and 9 feet Northwesterly therefrom, to the true point of beginning.

PARCEL NO. 2: All that part of Lot 1 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1, thence South 89°27' East, along the North line of said Lot, 736.7 feet; thence South 24°00' East 51.08 feet, more or less, to a point 26.5 feet distant Southeasterly measured at right angles, from the center line of the right of way of the Great Northern Railway Company, as now located and constructed, being the true point of beginning of this description; thence continuing South 24°00' East 424 feet, more or less, to the low water mark on the Northwesterly bank of the Klamath River; Thence Southwesterly, along the said River Bank to the South line of said Lot 1; thence North 89°19' West, along said South line, 129.5 feet, more or less, to a point 26.5 feet distant Southeasterly measured at right angles from the center line of said railway, as now located and constructed; thence Northeasterly, parallel with the center line and 26.5 feet distant therefrom, to the true point of beginning.

PARCEL NO. 3: All that portion of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the corner common to Sections 7, 8, 17 and 18 of said Township and Range, thence South 0°54'30" West, 679.9 feet; thence South 41°31' West, 875.9 feet; thence South 24° East, 43.96 feet to the true point of beginning of this description; thence South 24° East, 431.13 feet; thence North 63°55' East, 92.5 feet; thence North 27°14' West, 458.8 feet to a point; thence South 41°31' West, 73.1 feet to the true point of beginning.

Together with,

A strip of land situated in Government Lot 1 of Section 18, Township 39 South, Range 9 East, W.M., Klamath County, Oregon, described as follows, to-wit:

Commencing at the Northwest corner of said Government Lot 1; thence South 89°27' East, along the North line of said Government Lot 1, a distance of 736.7 feet; thence South 24°00' East, along a line hereinafter referred to as "Line A", a distance of 51.08 feet, more or less, to a point 26.5 feet distant Southeasterly, measured radially from the centerline of The Burlington Northern and Santa Fe Railway

Company's Lead Track as now located and constructed, and the True Point of Beginning; thence Southwesterly, along a line drawn concentric and parallel with said Lead Track centerline, a distance of 1,160 feet, more or less, to the intersection with a line drawn parallel with and 50.0 feet Northeasterly, as measured at right angles from the centerline of U.S. Highway 97 (Dalles-California Highway); thence Northwesterly, along the last described parallel line, 30 feet, more or less, to a point being 8.5 feet Southeasterly, as measured at right angles from said Lead Track centerline; thence Northeasterly, along a line drawn concentric and parallel with said Lead Track centerline, a distance of 1,185 feet, more or less, to the intersection with the North line of said Government Lot 1; thence South 89°27' East, along the North line of said Government Lot 1, to the intersection with a line drawn parallel with and distant 20.0 feet Southeasterly, as measured at right angles from said Lead Track centerline; thence Southwesterly, along the last described parallel line, 50 feet, more or less, to the intersection with said "Line A"; thence South 24°00' East, 7 feet, more or less, to the True Point of Beginning.

Also,

A parcel of land situated in said Government Lot 1 of Section 18, Township 39 South, Range 9 East, W.M., Klamath County, Oregon, described as follows, to-wit:

Commencing at the intersection of said Lead Track centerline with the South line of said Government Lot 1 at a point distant 220.7 feet Easterly from the Southwest corner of said Government Lot 1; thence Northeasterly, along said Lead Track centerline, 330.2 feet; thence Northwesterly, radially to said Lead Track centerline, 9.0 feet to the most Southerly corner of that certain tract of land described in deed from Great Northern Railway Company to Klamath Door Co. dated November 17, 1950, and the True Point of Beginning; thence continuing Northwesterly, radially to said Lead Track centerline, 41.0 feet; thence Southwesterly, parallel with said Lead Track centerline, to the intersection with a line drawn parallel with and distant 50.0 feet Northeasterly, as measured at right angles from the centerline of U.S. Highway 97 (Dalles-California Highway); thence Southeasterly, along the last described parallel line, 60 feet, more or less, to a point being 9.0 feet Northwesterly, as measured radially from said Lead Track centerline; thence Northeasterly, along a line drawn concentric with said Lead Track centerline, 70 feet, more or less, to the True Point of Beginning.

Together with the following area by "Property Line Adjustment 16-11",

A tract of land being a portion of Parcel 1 of "Land Partition 33-10", situated in the NE1/4 NE1/4 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the south line of said Parcel 1, from which the southwest corner of said Parcel 1 bears N89°11'12"W 271.10 feet; Thence N61°34'04"E 761.78 feet; Thence S28°25'56"E 96.54 feet to a point on the northwesterly right of way line of the Burlington Northern Railroad Spur; Thence S41°47'33"W, along the said northwesterly right of way line, 381.40 feet to its intersection with the south line of said Parcel 1; Thence N89°11'12"W, along the said south line, 461.73 feet to the point of beginning, containing 2.37 acres, more or less, with bearings based on "Land Partition 33-10" on file at the office of the Klamath County Clerk.

EXHIBIT "C"

DESCRIPTION OF A 20' WIDE CROSS ACCESS EASEMENT

A strip of land being 20.00 feet wide, 10.00 feet on either side of the following described centerline located on Parcel 1 of Land Partition 33-10, as recorded in the Klamath County Surveyor's Office, and on Exhibit F Parcel 3 of Deed Instrument No. 2012-8096, as recorded in the Klamath County Clerk's Office; situated in the SE1/4 of the SE1/4 of Section 7, the NE1/4 of the NE1/4 and the SE1/4 of the NE1/4 of Section 18, all in Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, within the City of Klamath Falls, said centerline of easements being more particularly described as follows:

Commencing at a point marking the Northwesternly Corner of Parcel 1, Land Partition 33-10, said point being on the easterly right of way line of U.S. Highway 97; thence 72.53 feet along the easterly right of way line of U.S. Highway 97 on a 4639.65 foot radius curve to the left, through a central angle of 0°53'45" (the long chord of which bears South 16°32'46" West, 72.53 feet) to the **true point of beginning** of this easement description; thence leaving said easterly right of way line of U.S. Highway 97, South 37°24'49" East, 184.81 feet; thence South 52°25'55" West, 44.18 feet; thence 83.52 feet along a 100.00 foot radius curve to the left, through a central angle of 47°51'05" (the long chord of which bears South 28°30'22" West, 81.11 feet); thence South 4°34'49" West, 38.36 feet along; thence 229.38 feet, along a 300.00 foot radius curve to the left, through a central angle of 43°48'27" (the long chord of which bears South 17°19'24" East, 223.83 feet); thence South 39°13'38" East,

193.72 feet; thence 156.62 feet along a 300 foot radius curve to the right, through a central angle of 29°54'41" (the long chord of which bears South 24°16'17" East, 154.84 feet); thence South 09°18'57" East, 170.75 feet; thence South 49°00'25" East, 85.44 feet; thence 35.14 feet along a 50.00 foot radius curve to the left, through a central angle of 40°15'43" (the long chord of which bears South 69°08'16" East, 34.42 feet); thence South 89°16'08" East, 8.29 feet; thence South 0°43'52" West, 326.37 feet; thence 107.03 feet along a 200.00 foot radius curve to the left, through a central angle of 30°39'43" (the long chord of which bears South 14°39'59" East, 105.76 feet); thence South 29°55'50" East, 485.53 feet; thence 32.86 feet along a 80.00 foot radius curve to the left, through a central angle of 23°32'13" (the long chord of which bears South 41°41'57" East, 32.63 feet); thence 25.50 feet along a 50.00 foot radius curve to the right, through a central angle of 29°13'31" (the long chord of which bears South 38°51'18" East, 25.23 feet); thence South 24°14'32" East, 33.07 feet; thence 36.84 feet along a 50.00 foot radius curve to the right, through a central angle of 42°13'00" (the long chord of which bears South 03°08'02" East, 36.01 feet); thence South 17°58'28" West, 81.00 feet; thence 17.20 feet along a 50.00 foot radius curve to the left, through a central angle of 19°42'20" (the long chord of which bears South 8°07'18" West, 17.11 feet); thence South 1°43'52" East, 72.60 feet; thence 55.73 feet along a 50.00 foot radius curve to the right, through a central angle of 63°51'51" (the long chord of which bears South 30°12'03" West, 52.89 feet); thence South 62°07'58" West, 476.95 feet; thence 104.54 feet along a 564.57 foot radius curve to the left, through a central angle of 10°36'32" (the long chord of which bears South 56°49'42" West, 104.39 feet); thence 93.82 feet along a 1164.06 foot radius curve to the left, through a central angle of 4°37'04" (the long chord of which bears South 49°12'54" West, 93.80 feet); thence 27.96 feet along a 100.00 foot radius curve to the right, through a central angle of 16°01'04" (the long chord of which bears South 54°54'53" West, 27.87 feet); thence South 62°55'25" West, 190.10 feet to the easterly right of way line of U.S. Highway 97 and the end point of the centerline of this easement description, said point bears South 7° 37' 39" East, 233.74 feet from the Southwest corner of Parcel 1, Land Partition 33-10.

The side lines of said 20.00' wide easement shall be shortened or extended to terminate at the Easterly right of way of U.S. Highway 97.

Basis of Bearings is per the NAD 83 Oregon State Plane, South Zone

EXHIBIT "D" - DEPICTION OF EASEMENT AREAS

EXHIBIT B THE GROWLER GUYS LLC and COLUMBIA PLYWOOD CORPORATION CROSS ACCESS AGREEMENT

| Easement Line Table | | |
|---------------------|-------------|--------|
| Line # | Direction | Length |
| L1 | S37°24'49"E | 184.81 |
| L2 | S52°25'55"W | 44.18 |
| L3 | S4°34'49"W | 38.36 |
| L4 | S49°00'25"E | 85.44 |
| L5 | S89°16'08"E | 8.29 |
| L6 | S24°14'32"E | 33.07 |
| L7 | S17°58'28"W | 81.00 |
| L8 | S1°43'52"E | 72.60 |
| L9 | S62°07'58"W | 476.95 |
| L10 | S62°55'25"W | 190.10 |
| L11 | S7°37'39"E | 233.74 |

| Curve Table | | | | | |
|-------------|---------|--------|-----------|-----------------|--------------|
| Curve # | Radius | Length | Delta | Chord Direction | Chord Length |
| C1 | 4639.65 | 72.53 | 0°53'45" | S16° 32' 46"W | 72.53 |
| C2 | 100.00 | 83.52 | 47°51'05" | S28° 30' 22"W | 81.11 |
| C3 | 300.00 | 229.38 | 43°48'27" | S17° 19' 24"E | 223.83 |
| C4 | 300.00 | 156.62 | 29°54'41" | S24° 16' 17"E | 154.84 |
| C5 | 50.00 | 35.14 | 40°15'43" | S69° 08' 16"E | 34.42 |
| C6 | 80.00 | 32.86 | 23°32'13" | S41° 41' 57"E | 32.63 |
| C7 | 50.00 | 25.50 | 29°13'31" | S38° 51' 18"E | 25.23 |
| C8 | 50.00 | 36.84 | 42°13'00" | S3° 08' 02"E | 36.01 |
| C9 | 50.00 | 17.20 | 19°42'20" | S8° 07' 18"W | 17.11 |
| C10 | 50.00 | 55.73 | 63°51'51" | S30° 12' 03"W | 52.89 |
| C11 | 564.57 | 104.54 | 10°36'32" | S56° 49' 42"W | 104.39 |
| C12 | 1164.06 | 93.82 | 4°37'04" | S49° 12' 54"W | 93.80 |
| C13 | 100.00 | 27.96 | 16°01'04" | S54° 54' 53"W | 27.87 |

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Orlando J. Aquino

OREGON
SEPTEMBER 13, 2022
ORLANDO J. AQUINO
099356
RENEWAL DATE: 12-31-23

R-C
GROUP

RHINE-CROSS GROUP LLC

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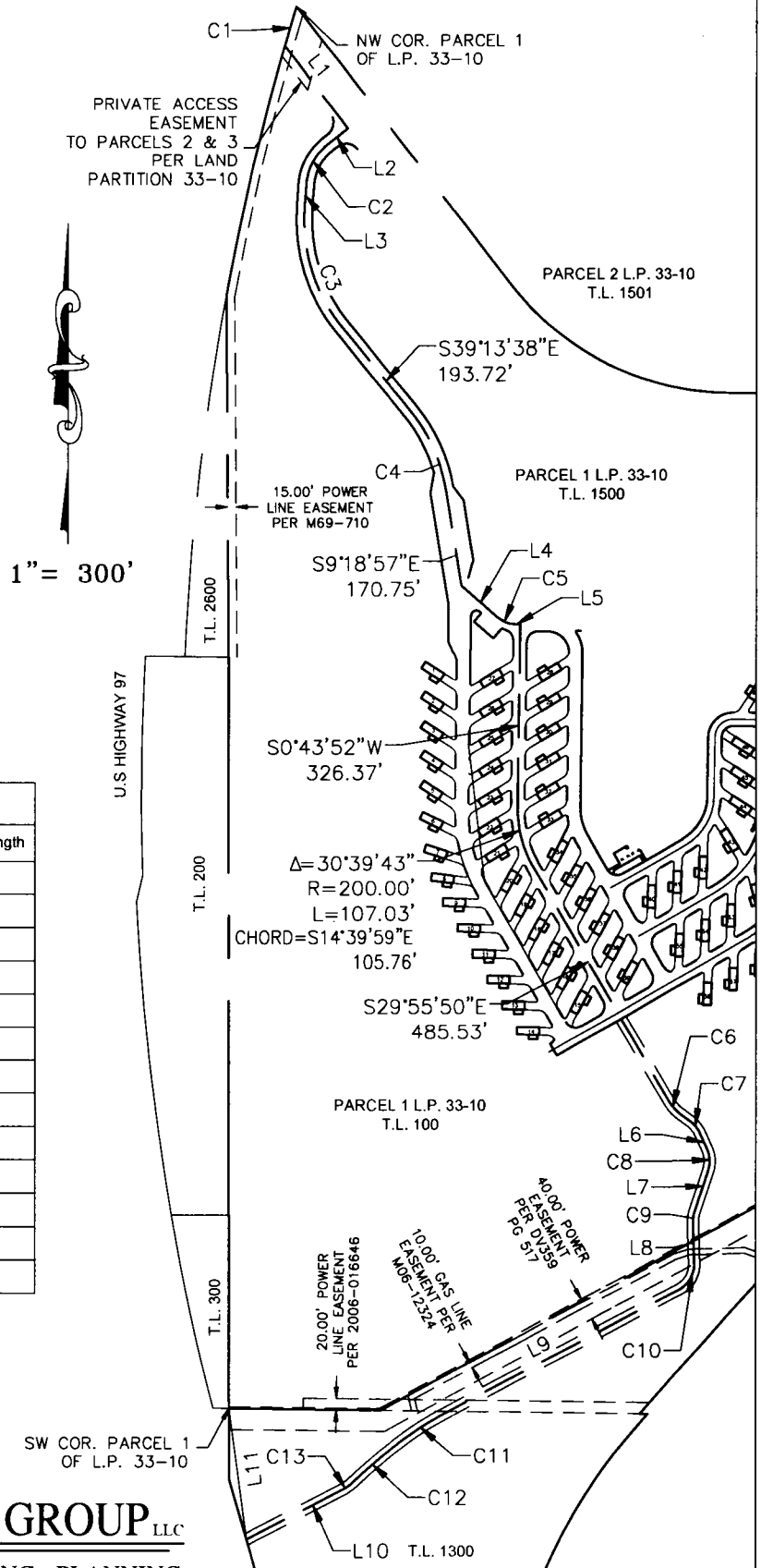


EXHIBIT "D" TO
CROSS ACCESS EASEMENT AGREEMENT