

2026-002011

Klamath County, Oregon

03/05/2026 03:03:01 PM

Fee: \$147.00

**After Recording, Return To:**

Swiss Krono OR, LLC  
c/o Swiss Krono, LLC  
810 Technology Drive  
Barnwell, SC 29812

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(Space Above Reserved for Recorder)

**ACCESS EASEMENT**

THIS ACCESS EASEMENT (“**Agreement**”) is made effective as of March 5, 2026, between Swiss Krono OR, LLC, a South Carolina limited liability company (“**Grantor**”), and Collins Timber Company LLC, an Oregon limited liability company (“**CTLLC**”), and Collins Products LLC, an Oregon limited liability company (“**CPLLC**” and together with CTLLC, in each case to the extent of their respective interest in the Benefited Property as defined below, collectively, the “**Grantees**”).

**RECITALS**

A. Grantor is the lessee of that certain real property in Klamath County, Oregon more particularly described on attached **Exhibit A** (the “**Burdened Property**”), pursuant to that certain Lease Contract dated October 17, 1969 originally between Weyerhaeuser Company (“**Weyerhaeuser**”), as lessee, and Holliday Ranch, Inc. and C.L. Holliday, Jr. and Margaret C. Holliday, husband and wife (collectively, “**Original Owner**”), as lessor, recorded November 26, 1969 at Volume M69, page 9888, instrument #36934, Records of Klamath County, Oregon (collectively, the “**Holliday Lease**”). Weyerhaeuser’s interest under the Holliday Lease was assigned by Weyerhaeuser to CTLLC (with CTLLC then being known as Collins Products LLC) pursuant to an Assignment of Lease Contract dated August 28, 1996, recorded August 30, 1996 at Volume M96, Page 27042, Records of Klamath County, Oregon. The Holliday Lease was further assigned by CTLLC to CPLLC (then being known as Collins Newco LLC) pursuant to an Assignment and Assumption of Lease dated as of June 30, 1999, and further assigned by CPLLC to Grantor pursuant to an Assignment and Assumption of Lease dated as of August 25, 2025, which was recorded August 25, 2025 as Instrument No. 2025-007526, Records of Klamath County, Oregon.

B. Grantee owns certain real property in Klamath County, Oregon, located adjacent to the Burdened Property and more particularly described on attached **Exhibit B** (the “**Benefited Property**”), which Benefited Property has been accessed for several decades by an existing historical access way on the Burdened Property.

C. Grantor and Grantee desire to formalize and put of record the rights of Grantee and future owners of the Benefited Property to access the Benefited Property over and across the existing historical access way on the terms and conditions set forth herein.

D. Grantor has the right under the Holliday Lease to use the Burdened Property for any lawful purposes, including granting the access easement described herein for the benefit of the Benefited Property.

**NOW THEREFORE**, in consideration of the covenants contained herein, and for other valuable consideration, receipt of which is acknowledged, Grantor and Grantee agree as follows:

### **AGREEMENT**

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, and future owners of the Benefited Property, a perpetual, nonexclusive easement approximately sixty (60) feet in width, being approximately thirty (30) feet in width on either side of the centerline of the existing driveway and access road (the “**Road**”) located on the Burdened Property, plus additional width as needed for cuts, fills, turnouts culverts, drainage ditches and existing utilities (as applicable), located approximately as illustrated on the map attached as **Exhibit C** (the “**Easement**”). Grantor shall have the right, in its sole discretion, to relocate all or any portion of the Easement within the boundaries of the Burdened Property upon prior notice to Grantee; provided, however, that in the event of any such relocation, Grantee shall in all events continue to have a reasonable means of access to the Benefited Property from the point of entry to Highway 66 as currently contemplated by this Agreement.

2. **Purpose/Use.** The Easement is granted for the sole purpose of access to and from the Benefited Property for any and all lawful uses and purposes, including, without limitation, ingress and egress to and from the Benefited Property to Highway 66 for purposes of transporting products, finished goods, supplies, inputs, and materials for any industrial activities on the Benefited Property.

3. **Road Crossing; Grantor’s Reservations.** Grantee’s right to use the Road is non-exclusive and is concurrent with the rights of the Grantor, and any third-party licensees, contractors or permittees of the Grantor. Grantor reserves for itself and its successors and assigns the right, 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 Road, in any manner that will not unreasonably interfere with the rights granted to Grantee hereunder.

**4. Road Maintenance.** Unless otherwise agreed in writing between the parties (or their applicable successors in interest to the Burdened Property and Benefited Property), the cost of Road maintenance shall be allocated on the basis of respective uses of the Road. When any party uses the 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 the 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 the Road, or a portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but not be limited to: (a) 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 (b) the 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.

**5. Road Damage.** Each party using any portion of the Road shall repair or cause to be repaired, at its sole cost and expense, that damage to the Road occasioned by it (or its Permittees) which is in excess of that which it would be caused through normal and prudent usage of the Road. Should excessive damage to the Road occur which is not caused by an authorized user of the Road, the parties hereto shall meet to agree on the cost of repair or replacement and the shares of repair or replacement cost to be borne by each user of the Road.

**6. 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.

**7. Exercise of Rights.** Subject to the terms and conditions of this Agreement, Grantee may permit its agents, affiliates, contractors, licensees, vendors, lessees, invitees, and other persons authorized by Grantee, 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 related to the purposes for which the Easement is granted.

**8. Successors and Assigns; Appurtenant Easement.** The rights and obligations under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and any other persons acquiring an interest in the Benefited Property or the Burdened Property. The Easement granted under this Agreement is appurtenant to and benefits the Benefited Property.

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

**10. 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.

[Signatures and acknowledgements on following page(s)]

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**GRANTOR:**

**Swiss Krono OR, LLC,**  
a South Carolina limited liability company

By: \_\_\_\_\_

Name: Chad A. Turner

Title: General Manager

By: \_\_\_\_\_

Name: Grant Vallier

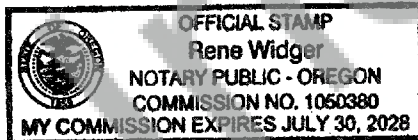
Title: Division Controller

STATE OF OREGON )

)ss.

County of Klamath )

The foregoing instrument is acknowledged before me this 25<sup>th</sup> day of February, 2026, by **Chad A. Turner** as **General Manager** and **Grant Vallier** as **Division Controller**, both being officers of Swiss Krono OR, LLC, a South Carolina limited liability company.



Rene Widger  
Notary Public for Oregon  
Commission No.: 1050350  
My commission expires: 07/30/2028

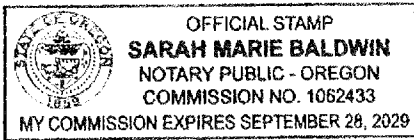
GRANTEE:

**Collins Timber Company LLC,**  
an Oregon limited liability company

By: Thomas A. Insko  
Name: Thomas A. Insko  
Title: President

STATE OF OREGON            )  
  )ss.  
County of Clackamas        )

The foregoing instrument is acknowledged before me this 4<sup>th</sup> day of <sup>March</sup> ~~February~~, 2026, by **Thomas A. Insko** as **President** of Collins Timber Company LLC, an Oregon limited liability company.



Sarah Marie Baldwin  
Notary Public for Oregon  
Commission No.: 1062433  
My commission expires: September 28, 2029

**Collins Products LLC,**  
an Oregon limited liability company

By: Thomas A. Insko  
Name: Thomas A. Insko  
Title: President

STATE OF OREGON            )  
  )ss.  
County of Clackamas        )

The foregoing instrument is acknowledged before me this 4<sup>th</sup> day of <sup>March</sup> ~~February~~, 2026, by **Thomas A. Insko** as **President** of Collins Products LLC, an Oregon limited liability company.



Sarah Marie Baldwin  
Notary Public for Oregon  
Commission No.: 1062433  
My commission expires: September 28, 2029

## EXHIBIT A

### Description of Burdened Property

The Land referred to herein below is situated in the County of Klamath, State of Oregon, and is described as follows:

#### PARCEL I

A TRACT OF LAND SITUATED IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24 AND THE SOUTH ½ OF SECTION 13 OF TOWNSHIP 39 SOUTH, RANGE 08 EAST OF THE WILLAMETTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 13, MONUMENTED BY A 1 1/2" PIPE; THENCE, ALONG THE WEST LINE OF SAID SECTION, NORTH 00°22'38" EAST, 1214.30 FEET TO THE SOUTH RIGHT OF WAY OF OREGON HIGHWAY 66 PER ODOT DRAWING NUMBER 9B-7-18, BEING SOUTH 00°22'38" WEST, 64.74 FEET OF A 5/8" ROD WITH A YELLOW PLASTIC CAP STAMPED "CWEC"; THENCE, ALONG SAID RIGHT OF WAY, NORTH 55°24'47" EAST, 665.78 FEET; THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 30°00'44" EAST, 60.67 FEET; THENCE SOUTH 80°28'17" EAST, 19.69 FEET; THENCE SOUTH 25°03'24" EAST, 448.62 FEET; THENCE SOUTH 65°15'21" WEST, 17.00 FEET; THENCE SOUTH 26°15'12" EAST, 125.31 FEET; THENCE NORTH 65°15'21" EAST, 180.06 FEET; THENCE SOUTH 26°15'12" EAST, 120.00 FEET; THENCE NORTH 65°01'21" EAST, 3274.41 FEET TO THE WEST LINE OF 4TH STREET OF WEST KLAMATH; THENCE, ALONG SAID WEST LINE, SOUTH 17°00'48" EAST, 673.70 FEET; THENCE, LEAVING SAID WEST LINE, SOUTH 04°36'09" EAST, 64.00 FEET TO THE NORTHEAST CORNER OF VACATED LOT 3 OF BLOCK 18 OF WEST KLAMATH; THENCE, ALONG THE EAST LINE OF SAID LOT 3 AND THE SOUTHERLY EXTENSION OF SAID LINE SOUTH 24°58'10" EAST, 180.03 FEET TO THE NORTH LINE OF PARCEL 1 OF LAND PARTITION 31-97, AS RECORDED AT THE KLAMATH COUNTY CLERK'S OFFICE; THENCE, ALONG SAID NORTH LINE THE FOLLOWING FIVE (5) COURSES: SOUTH 65°01'21" WEST, 166.18 FEET; THENCE, ALONG A 1472.69 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°24'40" (THE CHORD BEARING OF WHICH BEARS SOUTH 73°13'42" WEST, 420.38 FEET), AN ARC DISTANCE OF 421.82 FEET; THENCE SOUTH 65°01'21" WEST, 3829.39 FEET; THENCE ALONG A 399.27 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31°49'06" (THE LONG CHORD OF WHICH BEARS SOUTH 49°06'48" WEST, 218.89 FEET), AN ARC DISTANCE OF 221.73 FEET; THENCE SOUTH 65°01'21" WEST, 126.00 FEET TO THE WEST LINE OF SAID SECTION 24; THENCE LEAVING SAID NORTH LINE AND ALONG SAID WEST LINE, NORTH 00°34'43" EAST, 515.29 FEET TO THE POINT OF BEGINNING.

PARCEL II

A TRACT OF LAND, BEING A PORTION OF PARCEL 1 SHOWN ON COUNTY SURVEY 1421, LOCATED IN SECTION 13 OF TOWNSHIP 39 SOUTH, RANGE 08 EAST OF THE WILLAMETTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 1 OF SAID COUNTY SURVEY LYING BETWEEN THE OLD HIGHWAY 66 RIGHT OF WAY, AS SHOWN ON ODOT DRAWING NUMBER 1B-23-4, AND THE NEW HIGHWAY 66 RIGHT OF WAY, AS SHOWN ON ODOT DRAWING 9B-7-18. EXCLUDING THEREFROM ANY PORTION LYING WITHIN PARCEL 2 OF SAID COUNTY SURVEY.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT, BEING A PART OF SAID PARCEL 1 AND LYING SOUTHEASTERLY OF SAID NEW HIGHWAY 66 RIGHT OF WAY: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13, MONUMENTED BY A 1 1/2" PIPE; THENCE, ALONG THE WEST LINE OF SAID SECTION, NORTH 00°22'38" EAST, 1214.30 FEET TO THE SOUTH RIGHT OF WAY OF OREGON HIGHWAY 66 PER ODOT DRAWING NUMBER 9B-7-18, BEING SOUTH 00°22'38" WEST, 64.74 FEET FROM A 5/8" ROD WITH A YELLOW PLASTIC CAP STAMPED "CWEC"; THENCE, ALONG SAID RIGHT OF WAY, NORTH 55°24'47" EAST, 665.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE FOLLOWING SEVEN (7) COURSES: NORTH 55°24'47" EAST, 221.38 FEET; THENCE, ALONG AN OFFSET SPIRAL CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 54°28'10" EAST, 379.87 FEET; THENCE ALONG A 3919.82 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4°33'10" (THE LONG CHORD OF WHICH BEARS NORTH 50°19'27" EAST, 311.40 FEET), AN ARC DISTANCE OF 311.48 FEET; THENCE, ALONG AN OFFSET SPIRAL CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 46°10'44" EAST, 379.87 FEET; THENCE NORTH 45°14'07" EAST, 1505.65 FEET; THENCE, ALONG AN OFFSET SPIRAL CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 43°31'54" EAST, 458.68 FEET; THENCE ALONG A 2646.48 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4°41'31" (THE LONG CHORD OF WHICH BEARS NORTH 37°49'37" EAST, 216.66 FEET), AN ARC DISTANCE OF 216.72 FEET; THENCE, LEAVING SAID RIGHT OF WAY AND GOING ALONG THE WEST BOUNDARY OF THAT PROPERTY DESCRIBED IN DEED VOL. M66 PAGE 5520 RECORDED IN THE KLAMATH COUNTY CLERK'S OFFICE, SOUTH 24°53'48" EAST, 585.99 FEET; THENCE, ALONG THE SOUTH BOUNDARY OF SAID PROPERTY, NORTH 73°20'39" EAST, 350.83 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF 4TH STREET OF WEST KLAMATH; THENCE, ALONG SAID WESTERLY LINE OF 4TH STREET AND THE NORTHERLY EXTENSION THEREOF, SOUTH 17°00'48" EAST, 1226.17 FEET; THENCE, LEAVING SAID WEST LINE, SOUTH 65°01'21" WEST, 3274.41 FEET; THENCE NORTH 26°15'12" WEST, 120.00 FEET; THENCE SOUTH 65°15'21" WEST, 180.06 FEET; THENCE NORTH 26°15'12" WEST, 125.31 FEET; THENCE NORTH 65°15'21" EAST, 17.00 FEET; THENCE

NORTH 25°03'24" WEST, 448.62 FEET; THENCE NORTH 80°28'17" WEST, 19.69 FEET;  
THENCE NORTH 30°00'44" WEST, 60.67 FEET TO THE TRUE POINT OF BEGINNING.

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## EXHIBIT B

### Description of Benefited Property

A tract of land situated in Lot 2, the NW1/4 of the SE1/4, the SE1/4 of the NE1/4 and the NE1/4 of the NE1/4 of Section 23, Lots 1, 2, and 3 and the NW1/4 of the NW1/4 of Section 24, the SE1/4 of the SE1/4 of Section 14, and the S1/2 of Section 13 all in Township 39 South, Range 8 East and Lots 2, 3, 4, and 5 of Section 18 of Township 39 South, Range 9 East more particularly described as follows:

Beginning at the southwest corner of said Section 13, monumented by a 1 1/2" pipe; thence South 00°34'42" West, 515.17 feet;

Thence, along the north line of Parcel 1 of Land Partition 31-97, as recorded at the Klamath County Clerk's Office the following five (5) courses: North 65°01'21" East, 126.00 feet;

Thence, along a 399.27 foot radius curve to the right, through a central angle of 31°49'06" (the long chord of which bears North 49°06'48" East, 218.89 feet), an arc distance of 221.73 feet;

Thence North 65°01'21" East, 3829.39 feet;

Thence, along a 1472.69 foot radius curve to the right, through a central angle of 16°24'40" (the long chord of which bears North 73°13'42" East, 420.38 feet), an arc distance of 421.82 feet;

Thence North 65°01'21" East, 166.18 feet;

Thence, leaving said north line, South 77°27'19" East, 452.50 feet;

Thence South 70°31'50" East, 204.25 feet;

Thence, along a 339.71 foot radius curve to the right, through a central angle of 54°24'35" (the long chord of which bears South 44°45'24" East, 310.61 feet), an arc distance of 322.60 feet;

Thence South 19°34'13" East, 457.15 feet;

Thence, along a 230.00 foot radius curve to the left, through a central angle of 70°32'59" (the long chord of which bears South 54°57'19" East, 265.65 feet), an arc distance of 283.20 feet;

Thence North 89°46'12" East, 605.15 feet;

Thence South 89°24'56" East, 584.82 feet;

Thence North 87°56'08" East, 210.68 feet;

Thence North 69°26'49" East, 115.34 feet;

Thence North 07°19'52" West, 369.36 feet;

Thence North 72°04'15" East, 776.80 feet;

Thence South 89°00'45" East, 160.60 feet;

Thence North 55°00'15" East, 144.89 feet;

Thence South 44°20'03" East, 266.49 feet;

Thence, along a 1726.19 foot radius curve to the right, through a central angle of 15°50'17" (the long chord of which bears South 53°36'08" West, 475.65 feet), an arc distance of 477.16 feet;

Thence South 63°55'19" West, 254.32 feet;

Thence, along a 1825.07 foot radius curve to the right, through a central angle of 26°13'39" (the long chord of which bears South 77°01'19" West, 828.16 feet), an arc distance of 835.43 feet;

Thence North 89°51'53" West, 242.78 feet;

Thence South 01°51'43" West, 408.71 feet;

Thence North 88°51'20" East, 622.64 feet;

Thence, along a 675.00 foot radius curve to the left, through a central angle of 14°56'04" (the long chord of which bears North 81°23'18" East, 175.44 feet), an arc distance of 175.94 feet;

Thence North 73°55'16" East, 102.44 feet;

Thence along a 575.00 foot radius curve to the right, through a central angle of 20°00'59" (the long chord of which bears North 83°55'46" East, 199.86 feet), an arc distance of 200.88 feet;

Thence South 86°03'45" East, 223.04 feet;

Thence, along a 609.29 foot radius curve to the left, through a central angle of 16°41'42" (the long chord of which bears North 82°36'48" East, 176.91 feet), an arc distance of 177.54 feet;

Thence along a 2717.09 foot radius curve to the left, through a central angle of 07°01'34" (the long chord of which bears North 72°30'47" East, 332.99 feet), an arc distance of 333.19 feet;

Thence, along a 1128.47 foot radius curve to the left, through a central angle of 05°23'58" (the long chord of which bears North 66°46'24" East, 106.31 feet), an arc distance of 106.35 feet;

Thence, along a 304.82 foot radius curve to the left, through a central angle of 16°15'33" (the long chord of which bears North 57°39'57" East, 86.21 feet), an arc distance of 86.50 feet;

Thence North 49°03'27" East, 91.18 feet;

Thence, along a 617.77 foot radius curve to the left, through a central angle of 14°57'26" (the long chord of which bears North 40°43'10" East, 160.81 feet), an arc distance of 161.27 feet;

Thence North 30°49'18" East, 130.42 feet;

Thence, along a 535.80 foot radius curve to the left, through a central angle of 18°10'13" (the long chord of which bears North 17°54'38" East, 169.21 feet), an arc distance of 169.92 feet;

Thence North 09°03'44" East, 208.64 feet;

Thence, along a 2462.70 foot radius curve to the right, through a central angle of 09°20'38" (the long chord of which bears North 14°23'36" East, 401.17 feet), an arc distance of 401.62 feet;

Thence, along a 3977.65 foot radius curve to the right, through a central angle of 12°03'35" (the long chord of which bears North 25°40'15" East, 835.68 feet), an arc distance of 837.23 feet;

Thence, along a 1597.22 foot radius curve to the left, through a central angle of 12°18'39" (the long chord of which bears North 26°51'24" East, 342.53 feet), an arc distance of 343.19 feet;

Thence North 18°52'51" East, 112.77 feet;

Thence, along a 825.00 foot radius curve to the right, through a central angle of 06°18'56" (the long chord of which bears North 22°02'19" East, 90.89 feet), an arc distance of 90.94 feet to a point on the east right of way of Highway 97 lying South 79°56'00" East, 173.85 feet from the Center East 1/16 corner of Section 18 monument by a 5/8" rebar with an aluminum cap;

Thence, along said right of way, South 17°44'25" East, 193.92 feet to the northerly mean high water line of the Klamath River;

Thence southwesterly along said mean high water line of the Klamath River, 13,500 feet, more or less, to a point lying South 14°19'45" West, 4106.23 feet from the Point of Beginning;

Thence leaving said high water line, North 86°15'53" West, 270.41 feet;

Thence North 49°27'57" West, 655.66 feet;

Thence North 40°38'08" East, 2015.67 feet;

Thence North 23°38'08" East, 56.18 feet;

Thence North 40°42'37" East, 664.05 feet;

Thence North 00°59'38" East, 21.97 feet;

Thence, along a 452.09 foot radius curve to the left, through a central angle of 42°45'07" (the long chord of which bears North 19°50'17" East, 329.56 feet), an arc distance of 337.33 feet;

Thence North 00°24'42" West, 317.97 feet;

Thence North 88°05'58" West, 926.69 feet;

Thence North 02°35'57" East, 1512.52 feet to the south right of way of Oregon Highway 66 as monumented by County Survey Number 5075;

Thence, along said right of way, North 55°08'31" East, 940.99 feet to a 5/8" rebar with a yellow plastic cap stamped "CWEC";

Thence South 00°22'38" West, 1279.16 feet to the Point of Beginning.

Containing 349.47 Acres, more or less.

Basis of Bearing is per the Oregon Coordinate Reference System Bend-Klamath Falls Zone.

**EXHIBIT C**

**Map of Easement**

