

APN: _____

When Recorded Mail Document to:

Odd Fellows Sierra Recreation Association
P. O. Box 116
Long Barn, CA 95335-0116

Timber Exclusion and Liability Assignment Agreement

1. Preamble:

- 1.1. The portions of this agreement "Timber Exclusion" and "Liability Assignment" are non-separable.
- 1.2. Odd Fellows Sierra Recreation Association can deny issuing the agreement for any reason.
- 1.3. This agreement is between Odd Fellows Sierra Recreation Association and a private property located within Odd Fellows Sierra Recreation Association lands and survives transfers of ownership.
- 1.4. This agreement must be revealed to all prospective buyers and during all property transfers of this property.
- 1.5. This agreement must signed by the Secretary or President of the Odd Fellows Sierra Recreation Association and the property owner. This document must be notarized and recorded with the property this document pertains to with the Tuolumne County Recorder and a copy of the recorded document must be delivered to the Odd Fellows Sierra Recreation Association for this document to be active.
- 1.6. The property owner is responsible for the execution of the items outlined in subsection 1.5 above.
- 1.7. The property owner is responsible for the all expenses incurred in establishing, maintaining, and terminating this agreement.

2. Timber Exclusion:

- 2.1. This agreement excludes the timber located in an area extending for a distance of 100' directly adjacent to the property line(s) described section 5 of this document from timber harvest and salvage operations.

Timber Exclusion and Liability Assignment Agreement – Rev. 9/4/2007

Initials - OFSRA: _____ Property Owners: _____ / _____ Date: _____ Page 1 of 5

- 2.2. The property owner must maintain the area described in subsection 2.1 above at the property owner's expense.
- 2.3. Odd Fellows Sierra Recreation Association reserves the right to demand specific maintenance to the area described in subsection 2.1 above at the property owner's expense if Odd Fellows Sierra Recreation Association becomes aware of specific maintenance deficiencies.
- 2.4. If the maintenance demand(s) as described in subsection 2.3 above are not fulfilled in a period of time deemed reasonable or necessary at the discretion of Odd Fellows Sierra Recreation Association, Odd Fellows Sierra Recreation Association reserves the right to perform the maintenance demanded and bill the property owner for all expenses incurred. The property owner agrees to pay all such bills within thirty (30) days.
- 2.5. Any and all revenues or benefits generated from maintaining the area as described in subsections 2.2, 2.3, and/or 2.4 above must be immediately assigned to Odd Fellows Sierra Recreation Association.
- 2.6. This agreement does not exclude any property from thinning operations.

3. Liability Assignment:

- 3.1. Any and all liabilities stemming from not maintaining the area described in subsection 2.1 are assigned to the property owner.

4. Termination of agreement:

- 4.1. The property owner may request to terminate this agreement in writing at any time. Odd Fellows Sierra Recreation Association will inspect the area described in subsection 2.1. Odd Fellows Sierra Recreation Association may demand specific maintenance as described in subsection 2.3 and 2.4. Once all maintenance demand(s) if any are satisfied and all outstanding bills pertaining to this agreement are paid, Odd Fellows Sierra Recreation Association will generate documents releasing the property from this agreement. The release document(s) must be recorded with the property this document pertains to with the Tuolumne County Recorder and a copy of the recorded document must be delivered to the Odd Fellows Sierra Recreation Association for this document to be de-activated.
- 4.2. The property owner is responsible for the execution of the items outlined in subsection 4.1 above.

4.3. Odd Fellows Sierra Recreation Association reserves the right to notify the property owner of its intent to terminate this agreement at any time for any reason. Odd Fellows Sierra Recreation Association may demand specific maintenance as described in subsections 2.3 and 2.4. Once all maintenance demand(s) if any are satisfied, Odd Fellows Sierra Recreation Association will generate documents releasing the property from this agreement. The release document(s) will be recorded with the property this document pertains to with the Tuolumne County Recorder and this document will be de-activated.

5. Area to be excluded and liability assigned:

5.1. Property(s) and line(s) adjacent to exclusion area:

Lot Number: _____

APN: _____

Street Address: _____

Property Line: _____

6. Legal Description of the property this document is recorded to:

6.1. See Exhibit "A" attached hereto and made a part hereof.

7. Authorizing parties:

7.1. Property owner(s)

Signature: _____

Name: _____

Mailing Address: _____

City, State, Zip: _____

7.2. Odd Fellows Sierra Recreation Association

Signature: _____

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Legal Description

Exhibit "A"

APN: _____