

30581

## TIMBER DEED

M67-2374

THIS INDENTURE, made this 17th day of March, 1969, by and between LEONARD LUNDGREN and EVELYN R. LUNDGREN, also known as EVELYN LUNDGREN, husband and wife, as First Parties, for a valuable consideration paid by POPE & TALBOT, INC., hereinafter designated as Second Party, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Second Party, its successors and assigns, subject to the restrictions, conditions and reservations hereinafter stated, all timber standing and growing on the following described property located in Klamath County, Oregon:

PARCEL 5:

Township 25 South, Range 7 East of the Willamette Meridian:

Section 34: S $\frac{1}{2}$ NW $\frac{1}{4}$   
 Section 34: NW $\frac{1}{4}$ SE $\frac{1}{4}$

Township 25 South, Range 8 East of the Willamette Meridian:

Section 8: W $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 5: Lot 2

Township 26 South, Range 7 East of the Willamette Meridian:

Section 2: Lots 1, 4, S $\frac{1}{2}$ N $\frac{1}{2}$   
 Section 3: S $\frac{1}{2}$ S $\frac{1}{2}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$   
 Section 4: E $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$

Township 24 South, Range 8 East of the Willamette Meridian:

Section 19: NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , Lot 2, N $\frac{1}{2}$  Lot 3, N $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL 6:

Township 25 South, Range 7 East of the Willamette Meridian:

Section 36: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Township 25 South, Range 8 East of the Willamette Meridian:

Section 30: E $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$   
 Section 31: N $\frac{1}{2}$ NW $\frac{1}{4}$

together with the right to enter on said land to cut and remove said timber.

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 LAW OFFICES  
 GRAY, FANCHER, HOLMES & HURLEY  
 1044 BOND STREET  
 BEND, OREGON



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TO HAVE and TO HOLD said timber unto the Second Party, its successors and assigns, subject to the following terms, conditions and reservations:

1. The cutting and removal of said timber shall be completed by April 1, 1974, and any timber which shall not be removed by said date shall immediately revert to the First Parties, their heirs, successors and assigns, and the Second Party's rights hereunder shall terminate and cease; and
2. The Second Party shall have the right to open and maintain roadways as reasonably necessary to log and remove said timber. However, the location of said roads shall be subject to the First Parties' approval, and in any event, said roads shall be located so as to do a minimum of damage to the First Parties' land; and
3. The Second Party covenants to conduct the timber cutting and log removal operation from the above described land by 40-acre or larger subdivisions and that it shall complete the cutting and removal of all timber it intends to remove from said subdivision before moving on to log a different subdivision; the 40-acre subdivisions logged by the Second Party shall thereupon be released from this timber deed, except Second Party shall continue to have access over said released tracts to the lands remaining to be released from this timber deed; and
4. Any portion of the above described land that in fact do not contain timber will be designated by the parties by 1970, and thereupon shall be released by 40-acre subdivisions from this timber deed; and
5. The First Parties shall continue to have the use of the above described land so long as First Parties' use does not destroy the Second Party's timber nor interfere with the Second Party's removal of said timber; and
6. All grazing rights on the said property are reserved to the First Parties during the term hereof; and



7. The Second Party shall pay all assessments against the above described property, or the timber thereon, including reforestation and severance taxes through 1973-74, except the First Parties will pay ad valorem real property taxes; and

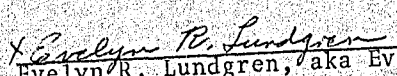
8. The Second Party shall have sole responsibility for slash disposal upon the above lands, and it shall comply with all applicable laws and regulations and shall obtain releases from the appropriate State or Federal Agency in accordance with the regulations of said agency.

The First Parties warrant that they are the owners of the above described land and timber thereon, and will warrant and defend the title to the rights and privileges herein granted against the lawful claims of all persons.

The First Parties acknowledge that the Second Party holds an option to purchase the real property hereinabove described under the terms of an Option Agreement dated February 18, 1969, which option terminates on September 1, 1969.

IN WITNESS WHEREOF, the First Parties have hereunto set their hands the day and year first above written.

  
Leonard Lundgren

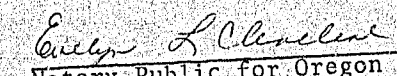
  
Evelyn R. Lundgren, aka Evelyn Lundgren

STATE OF OREGON  
County of Deschutes

) ss.

March 17, 1969.

Personally appeared the above-named Leonard Lundgren and Evelyn R. Lundgren, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

  
Notary Public for Oregon  
My Commission expires: 4/26/72



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STATE OF OREGON,  
County of Klamath

Filed for record at request of

TRANSAMERICA TITLE INS. CO.

On this 2nd day of APRIL A.D. 1969

at 11:42 o'clock A. M., and day

recorded in Vol. M-69 of DEEDS

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Wm D. MILNE, County Clerk

By Charles F. Christman Deputy

Fee \$6.00

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