



KNOW ALL MEN BY THESE PRESENTS, That RICHARD KEMPTON

, hereinafter called the first party, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey, subject to the conditions herein after set forth, unto GEORGE A. PONDELLA, JR.,

his heirs, successors-in-interest and assigns, (all of whom, for brevity, hereinafter are called the second party) all of the merchantable timber lying or standing upon that certain land in Klamath County, Oregon, described as follows, to-wit:

The SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 17, Township 35 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

TO HAVE AND TO HOLD the same unto the said second party for the period hereinafter stated. The first party hereby covenants to and with the second party that he is lawfully seized in fee simple of the above described premises; that the same are free from all encumbrances except

and that he will warrant and defend the title to said merchantable timber against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances, if any. The words "merchantable timber" as used above shall mean and include all down timber together with all standing timber measuring 10 inches or more in diameter at the height of 36 inches above the ground. The second party shall have the right to enter upon said land and to remove said merchantable timber therefrom at any time within 12 months from the date hereof (for brevity, the time within which said timber may be removed hereinafter is called the "period"); all merchantable timber not so removed on or before the expiration of the said period shall revert immediately to the first party. During said period, the second party shall have the right, with his agents, representatives and employees, (1) to enter upon and freely occupy said described lands, (2) to build and use roads, flumes, skid, tram and other ways and railroads, (3) to the use of water on said lands and sites for the storage of logs, lumber and other timber products and (4) to erect and use mills, buildings and other structures thereon; all structures erected by the second party during said period which are not removed within thirty days after the expiration thereof shall be deemed abandoned by the second party and shall become the sole property of the first party.

All taxes levied on or which attach to said lands or timber during the said period, including forest patrol assessments and other levies by any public agency or authority, shall be paid by the second party promptly on or before November 15th annually. At all times the second party shall observe and conform to all local, state and federal laws and regulations relative to his operations on said lands, including the orders and directions of the State Forester and the State Fire Marshall, shall cooperate with all public bodies and officials in the prevention and suppression of fires on or threatening said property and shall make his employees available for firefighting when needed. During said period, the second party shall use reasonable care in felling, cutting and removing said timber and shall not do or permit to be done any damage to growing crops or fences on said lands and lands adjacent thereto without just compensation being paid therefor.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$ 10,000.00. However, the actual consideration consists of or includes other property or value, given or promised, which is part of the consideration (indicate which).

In construing this instrument and where the context so requires, the singular shall include the plural, the masculine shall include the feminine and the neuter and, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the first party has executed this instrument; if the first party is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors; all on this 22nd day of SEP, 1981.

Richard Kempton
Richard Kempton

(If executed by a corporation, affix corporate seal.)

STATE OF CALIF. OREGON,
County of LOS ANGELES } ss.
9-25, 1981
Personally appeared the above named
RICHARD KEMPTON
and acknowledged the foregoing instrument to be HIS voluntary act and deed.

Before me,
LAUREL CHARLES
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN CALIF.
My Commission Expires 09-29-1984
8-20-1984

STATE OF CALIF. OREGON, County of) ss.
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Personally appeared) and
who, being duly sworn,
each for himself and not one for the other, did say that the former is the
president and that the latter is the
secretary of
, a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in be-
half of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.
Before me:
Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

NOTE—The sentence between the symbols Ⓢ, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

Until a change is requested, all tax statements shall be sent to the following name and address

