

K-37825
WARRANTY DEED

Vol. 185 Page 9931

50432

KNOW ALL MEN BY THESE PRESENTS, That DYER MOUNTAIN LUMBER, a California corporation,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by COLUMBIA PLYWOOD CORPORATION

the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

A tract of land situated in Government Lots 1, 11 and 12, Section 17, and the NE¹/₄NE¹/₄, Section 18, Township 39 S., R. 9 E.W.M., more particularly described as follows: Beginning at a 2-inch iron pipe on the southerly right of way line of the Burlington Northern Railroad (formerly Great Northern Railroad) from which the Northeast corner of said Section 18 bears N. 02°33'44" E. 776.39 feet; thence northeasterly along the said right of way line on the arc of a curve to the right (radius point bears S. 42°57'34" E. 934.93 feet, central angle = 15°55'34") 259.88 feet; thence easterly along a line 20 feet southerly of the centerline of a railroad spur on the arc of a curve to the right (radius point bears S. 27°02'00" E. 465.82 feet, central angle = 39°48'46") 323.68 feet; thence leaving said railroad spur, S. 31°22'30" E. 674.38 feet; thence N. 52°55'38" E. 763.67 feet; thence N. 64°31'06" E. 373.13 feet; thence S. 21°44'14" E. 81.11 feet to the southeasterly line of that tract of land described in Volume

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

(CONTINUED ON REVERSE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except as herein stated,

and that

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$59,400.00.

~~However, the actual consideration consists of and includes other property or value given or promised which is~~

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 25th day of June, 1985; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DYER MOUNTAIN LUMBER

By Conrad J. Hagen - PresidentBy Kenneth E. Bird - Secretary C.F.D.

STATE OF OREGON,

County of _____, 19____

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires:

STATE OF OREGON, County of Klamath) ss.
June 25, 1985

Personally appeared Conrad J. Hagen and
Kenneth E. Bird 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 DYER MOUNTAIN

LUMBER

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 behalf 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: 7-30-88

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____,

at _____ o'clock _____ M., and recorded in book _____/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

R.F. Smith
Attorney at Law
540 Main Street
Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

COLUMBIA PLYWOOD CORPORATION
P. O. Box 1780
Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

JUN 29 AM 11 10

(DESCRIPTION CONTINUED) 337, Page 60, Klamath County Deed Records, the water line of Klamath River bears southeasterly 25 feet; thence along said deed line: S. 86°21'00" W. 50.44 feet, S. 69°07'00" W. 287.00 feet, S. 53°09'00" W. 584.00 feet, S. 44°03'30" W. 151.00 feet, S. 48°17'00" W. 137.00 feet, S. 58°37'00" W. 322.00 feet and S. 72°28'30" W. 219.50 feet to a 2-inch iron pipe, the water line of said river bears southeasterly 12 feet; thence N. 27°15'48" W. 822.93 feet to the point of beginning, containing 13.2 acres, more or less, including the area adjacent to the above described tract and Klamath River, with bearings based on map of Survey No. 4016 as recorded at the Klamath County Surveyor's office.

SUBJECT TO: (1) Rights of the public and of governmental bodies in and to any portion of the above-described property lying below the high water line of Klamath River and in and to said water. (2) Easement, including the terms and conditions thereof, given by Great Northern Railway Company, a Minnesota corporation, to The California Oregon Power Company, a corporation, and California Oregon Power Company, a corporation, dated April 8, 1931, recorded December 19, 1931, in Volume 96, Page 429, Deed Records of Klamath County, Oregon, relative to the regulations and controls of the elevations of the surface waters of Lake Ewauna and the Klamath River between elevations of 4085.0 and 4086.5 feet above sea level. (3) Easement and conveyance, including the terms and provisions thereof, from Kesterson Lumber Company, a corporation, to The California Oregon Power Company, a corporation, dated October 4, 1930, recorded December 24, 1931, in Volume 96, Pages 504 and 506, Deed Records of Klamath County, Oregon, relative to the regulations and controls of the surface waters of Klamath River between the elevations of 4085.0 and 4086.5 feet above sea level.

(THIS CONVEYANCE IS EXEMPT FROM THE PROVISIONS OF ORS CHAPTER 92, as a lot-line adjustment.)

GRANTOR RESERVES TO ITSELF, ITS ASSIGNS AND SUCCESSORS A PERPETUAL RIGHT OF WAY FOR ACCESS TO THE KLAMATH RIVER ACROSS THAT PORTION OF THE ABOVE-DESCRIBED REAL PROPERTY WHICH LIES NORTHEASTERLY OF A SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY BOUNDARY OF THE ABOVE-DESCRIBED PROPERTY, WHICH BOUNDARY IS DESCRIBED AS S. 31°22'30" E. THIS RESERVATION SHALL BE APPURTENANT TO GRANTOR'S LANDS LYING NORTHEASTERLY OF AND ADJACENT TO THE LAND HEREIN CONVEYED.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ..
this 23th day of June A. D. 19 85 at 11:10 o'clock A. M., and
duly recorded in Vol. 1185, of Deeds on Page 9931.

EVELYN BIEHN, County Clerk

By *Pam Smith*

Fee: \$9.00