

17748

42437
TIMBER DEED

Vol. 1790 Page 14329

Mary Ann Rodgers and James L. Rodgers, husband and wife, and Alice Asadurian and Samuel Asadurian, husband and wife, (hereinafter collectively referred to as "Grantors") do hereby grant, bargain, sell and convey unto JELD-WEN, inc., its successors and assigns (hereinafter referred to as "Grantee") all of the merchantable timber lying or standing upon certain real property in Klamath County, Oregon, more particularly described in Exhibit "B" which is attached hereto and by this reference made a part hereof (hereinafter the "Real Property").

TO HAVE AND TO HOLD the same unto the said Grantee for the period hereinafter stated.

Grantors hereby covenant to and with Grantee that Grantors are lawfully seized in fee simple of the Real Property, that the same are free and clear from all liens and encumbrances and that Grantors shall warrant and defend the title to said merchantable timber against the lawful claims and demands of all persons whosoever. The term "merchantable timber" as used herein shall mean and include all down and standing timber currently, or at any time during the fifteen (15) year period described below, measuring twelve inches (12") or more D.B.H. Grantee shall have the right to enter upon the Real Property and to remove such merchantable timber therefrom at any time, and as many times as Grantee shall desire, during a fifteen (15) year period from the date hereof, at the expiration of which time any merchantable timber not so removed shall revert immediately to the Grantors. During such 15 year period, Grantee shall have the right, with its agents, representatives, contractors and employees, (1) to enter upon and freely occupy the Real Property, (2) build and use roads, flumes, skids, trams and other ways and railroads, (3) use water on such Real Property and sites for logging purposes and (4) erect any structures upon the Real Property reasonably required by Grantee. Any structures constructed on the Real Property by Grantee shall become the sole property of the Grantors if not removed by Grantee within 30 days after the expiration of such 15 year period. Notwithstanding the preceding sentence, the Grantee shall be obligated, upon written demand by the Grantors, to remove any structures constructed on the Real Property by the Grantee, with such removal to be completed within thirty (30) days after the expiration of such 15 year period.

Any new roadways constructed on or across the Real Property by the Grantee shall be constructed in such a manner as to minimize soil erosion on the Real Property or any other property, and culverts and ditches shall be

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installed and constructed as necessary. Maintenance and repair of all new and existing roadways on the Real Property during any period when said roadways are being used by the Grantee for logging purposes shall be the responsibility of the Grantee and shall be performed by the Grantee on a prompt, diligent and regular basis in accordance with generally accepted road maintenance standards and in accordance with all federal, state and local laws and regulations. During periods of logging, heavy hauling, road construction or repair on or about the Real Property, the Grantee shall maintain public liability insurance in reasonable amounts.

The Grantee shall at all times observe and conform to all local, state and federal laws and regulations relating to the Grantee's operations on the Real Property, including the orders and directions of the state forester and the state fire marshal, and shall cooperate with all public bodies and officials in the prevention and suppression of fires on or threatening the Real Property. The Grantee shall use reasonable diligence and precaution to prevent uncontrolled fires from occurring as a result of logging, hauling or construction operations on the Real Property by any person under Grantee's control.

The Grantee shall use its best efforts, and shall conduct its operations according to the generally accepted logging practices prevailing in the area, in order to log the merchantable timber from the Real Property so as to avoid damage or downgrading of any timber which could be expected to grow to such a size as to be merchantable within 30 years after the date of execution hereof. The Grantee shall have the duty of complying with all laws, rules and regulations relating to slash disposal, reforestation and other forestry practices with respect to logging operations conducted by the Grantee on the Real Property. The Grantee shall use reasonable care in felling, cutting and removing timber from the Real Property so as to avoid any damage to growing crops or fences on the Real Property or any adjacent lands, and shall hold harmless and indemnify the Grantors and successors from and against any and all such damages or liabilities.

Grantors shall keep and maintain all merchantable timber free and clear of all liens and encumbrances, and shall pay when due all taxes upon the Real Property, during such 15 year period. Grantors shall further take all reasonable precaution to keep and maintain such merchantable timber free from damage and loss by fire or other causes during such 15 year period.

Grantee shall pay all taxes and assessments levied or

charged by reason of the cutting and removal of any merchantable timber during such 15 year period and pay all ad valorem taxes on personal property of Grantee, if any, located upon the Real Property.

The Grantors makes no warranties or representations concerning the quantity or quality of any timber on the Real Property.

Grantee and Grantor shall each defend, indemnify and hold harmless one another from and against any liability, loss or expense to the extent such liability, loss or expense is caused by the negligent or intentional acts or omissions of the other or such other's agents, representatives or employees.

The true and actual consideration paid for this transfer is Fifty Thousand Dollars (\$50,000).

Executed by Grantors this 18th day of July, 1990.

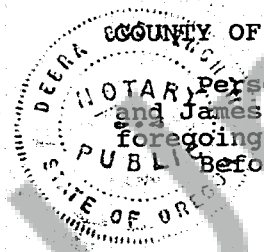
Mary Ann Rodgers
Mary Ann Rodgers

James L. Rodgers
James L. Rodgers

Alice Asadurian by James L. Rodgers
Alice Asadurian

Samuel Asadurian by James L. Rodgers
Samuel Asadurian

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)



Personally appeared the above named Mary Ann Rodgers and James L. Rodgers, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me this 18th day of July, 1990.

Debra Buckleham
Notary Public for Oregon
My Commission expires: 12-19-92

STATE OF OREGON
FORM No. 159 - ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,)
) ss.
County of Klamath)
On this the 18th day of July, 19 90 personally appeared James L. Rodgers,
who being duly sworn (or affirmed), did say that he is the attorney in fact for
Samuel Asadurian and Alice Asadurian and
that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowl-
edged said instrument to be the act and deed of said principal.

(Official Seal)

Before me:
Debra Buckleham
(Signature)
Commission Expires 12-19-92

EXHIBIT "B"

14332

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

PARCEL 1:

Township 38 S.R. 12 E.W.M.

- Section 14: SE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 15: SE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 20: SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 22: NE $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 23: N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 24: W $\frac{1}{2}$, W $\frac{1}{4}$ E $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 29: NE $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 31: SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Lots 1, 2 and 3, NE $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 32: SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 33: SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Township 38 S.R. 13 E.W.M.

- Section 3: E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 4: SW $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 9: NW $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 10: NW $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 16: N $\frac{1}{2}$
- Section 17: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 20: NE $\frac{1}{4}$
- Section 21: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$

Township 39 S.R. 12 E.W.M.

- Section 4: Lots 1, 2 and 4, S $\frac{1}{2}$ N $\frac{1}{4}$, N $\frac{1}{4}$ S $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 5: Lots 1 and 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
- Section 6: Lots 1, 2, 3 and 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 7: NE $\frac{1}{4}$
- Section 8: ALL, EXCEPT the W $\frac{1}{2}$ SW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 9: All
- Section 15: W $\frac{1}{2}$ W $\frac{1}{4}$
- Section 16: E $\frac{1}{2}$
- Section 17: E $\frac{1}{2}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, and that portion of NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying Easterly and Southerly of Canal.

PARCEL 2:

Township 39 S.R. 12 E.W.M.

- Section 8: N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 16: W $\frac{1}{2}$

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath Co Title the 18 day
of July A.D., 19 90 at 3:58 o'clock P M., and duly recorded in Vol. M90
of deeds on Page 14329.

FEE
23.00

Evelyn Biehl
By Semetha A. Detsch County Clerk