

50010

TIMBER DEED

Volume 2 Page 19860

KNOW ALL MEN BY THESE PRESENTS, That JAMES A. SMEJKAL, a single man, 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 LEON VIRGIN

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:

SOUTHEAST QUARTER NORTHWEST QUARTER, EAST HALF SOUTHWEST QUARTER SECTION 17 TOWNSHIP 25 SOUTH, RANGE 8 EAST W.M. KLAMATH COUNTY OREGON ( TALL PINES ESTATES tract 1227 )

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 NONE

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 6 inches or more in diameter at the height of DBH 52 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 Dec. 31, 92 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 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.

(Continued on reverse)

JAMES A. SMEJKAL  
280 E. Saunders Lake Dr.  
North Bend, Oregon 97459

GRANTOR'S NAME AND ADDRESS

LEON VIRGIN

GRANTEE'S NAME AND ADDRESS

After recording return to:

JAMES A. SMEJKAL  
280 E. Saunders Lake Dr.  
North Bend, Oregon 97459

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of KLAMATH

SS.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/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

SPACE RESERVED  
FOR  
RECORDER'S USE

19861

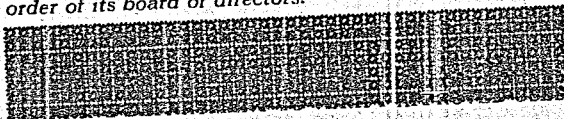
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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. SEE ADDENDUM TO TIMBER DEED FOR ADDITIONAL TERMS.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$72,000.00. However, the actual consideration consists of or includes other property or value given or promised which the whole consideration (indicate which). (The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.)

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 2 day of MARCH, 1992; if a corporate grantor, it has caused it: name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.



*James A. Smejhal*

STATE OF OREGON

County

*Lane*

ss.

STATE OF OREGON, County of \_\_\_\_\_, ss.

, 19

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 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:

(SEAL)

Before me:

(SEAL) *Dorothy Larkins*

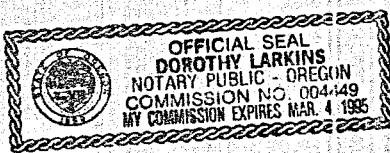
Notary Public for Oregon

My commission expires: 3-4-95

Notary Public for Oregon

My commission expires:

(If executed by a corporation, affix corporate seal)



ADDENDUM TO TIMBER DEED

19862

1. All logging operations of the Second Party shall be conducted in accordance with the Oregon Forest Practices Act.

2. Second Party agrees to construct landings at locations so as to protect all improvements on the subject property, including, but not limited to, each of the septic systems installed on each lot on the West side of the Little Deschutes River. First Party shall assist in flagging septic systems on the West side of the Little Deschutes River.

3. Second Party agrees that it shall maintain all roads used during the logging operation in as good a condition as exists at the date of this agreement, and shall restore all such roads in like condition upon completion of logging operations, including replacement of rock where damaged.

4. Second Party shall use due diligence to directionally fall timber away from the concentrations of submerchantable reproduction.

5. The Second Party shall have sole responsibility for disposal of slash as required by the State of Oregon. All slash shall be piled and burned at landings.

6. First Party shall pay all taxes levied on the real property. Second Party shall pay all taxes levied upon the timber including, but not limited to, any severance tax or forest fee and yield tax levied upon severance of the timber.

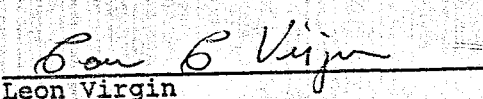
7. Second Party shall obtain a logging permit from John Jackson, Prineville, State Forestry Office.

8. In the event the Second Party fails to perform any of the foregoing conditions, the First Party shall be entitled to pursue any and all remedies available under Oregon law.

FIRST PARTY:

  
James A. Smajkal

SECOND PARTY:

  
Leon Virgin

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of: \_\_\_\_\_

ADDENDUM TO TIMBER DEED

on this 1st day of Sept. A.D. 19 92  
at 9:51 o'clock A M. and duly recorded  
in Vol. M92 of Deeds Page 19860

Evelyn Biehn

County Clerk

By 

Deputy.

Fee. \$15.00