

UTC 29512-KR

TIMBER DEED

This Timber Deed is delivered by G Bar W Land and Cattle Company, hereinafter referred to as "Seller" to Crown Pacific Limited Partnership, hereinafter referred to as "Buyer".

WITNESSETH:

1. Grant. In consideration of the agreements herein contained and the payment to be made, Seller conveys and warrants to Buyer, and Buyer agrees to purchase all Merchantable Timber situated upon the following described land in Klamath County, State of Oregon:

Lots 3 and 4; E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ Sec. 18, R11E
NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 19, T30S, R11E

2. Purchase Price and Title Insurance. The true and actual consideration for this transfer, stated in dollars, is \$775,000.00, which has been paid at or prior to execution of this instrument. Seller shall instruct the title insurance company at closing to furnish Buyer with a commitment for a good and sufficient title policy and within 30 days it shall furnish Buyers title to the timber conveyed hereunder free from any claims or liens of any kind or of any other person. Cost of title insurance and any closing costs to be borne by Seller.

3. "Merchantable Timber". Merchantable Timber is defined as all Ponderosa pine trees which will yield a sixteen-foot log with a 6" top scaling diameter. However, only trees with a DBH of 10" or more shall be harvested, whether standing, lying or growing and includes all timber, trees and logs of these sizes and species unless otherwise noted.

4. Title to Timber and Liens. Seller hereby covenants to and with Buyer that Seller is lawfully seized in fee simple on the property described and Seller warrants that Seller has good and marketable title to the land and all Merchantable Timber thereon free and clear of any and all claims, liens or encumbrances and agrees to defend said title against all claims of all persons and will indemnify and hold harmless Buyer from any loss, cost and expense, including reasonable attorney's fees, arising by Seller's warranties herein. Title to all Merchantable Timber passes to Buyer with the payment described in Section 2 above and shall remain with Buyer until the expiration of the term provided in Section 6 hereof. Seller shall not sell or otherwise dispose of any timber located upon the land during the term of this Agreement, nor will Seller suffer, permit, or create any claims, liens or encumbrances against the Merchantable Timber that is the subject of this Agreement. All risk of loss of Merchantable Timber sold to Buyer during the term of this Agreement shall be the Buyer's except loss caused by Seller or Seller's agents or those Seller suffers or permits upon the premises.

Upon recording to: Crown Pacific
Atten: Richard D. Snyder
121 SW Morrison Street, Suite 900
Portland, OR 97204

5. Access. The Buyer shall have the right to ingress to, over, and across the land during the term of this Agreement, and shall further have the right to reopen, construct and maintain all existing roads, skid roads, and landing areas for the purpose of logging and hauling said Merchantable Timber and shall have legal and practical access to and from the nearest County or Forest Service road at all times during the period for removal of the timber conveyed without the need for consent of any third party or payment of any consideration therefor, and Seller warrants that access to the timber conveyed shall not be unduly hampered by any other uses on the above-described premises during the period.

6. Terms. The Buyer shall have until the 31st day of December, 1995, to harvest and remove said Merchantable Timber from the premises which term may be extended a reasonable period if Buyer is prevented from harvesting or removing the Merchantable Timber or any part thereof by unusual weather conditions or other events of force majeure. Thereafter, all timber not removed by Buyer shall revert to the property, both real and personal, of the Seller.

7. Taxes. Buyer shall pay harvest taxes, severance taxes and U.S. Forest Service Road Fees. Seller shall pay any other taxes which are or which become due or are levied or assessed on or which attach to said lands or timber and will hold Buyer harmless therefrom.

8. Forest Practices. Buyer acknowledges its obligation under the Oregon Forest Practices Rules and will comply with same in every regard. Buyer further will hold Seller harmless from any action, or liens instituted by the State of Oregon relating to or arising out of Buyer's activities on the land under this Agreement and shall conform to all laws of the State of Oregon and requirements of the Forest Practices Rules in harvesting of said trees. Buyer or its assigns shall exercise good and sufficient logging practices for minimum land damage. If the Buyer in the exercise of good logging practices deems it necessary to temporarily remove fence(s), Buyer may do so provided that suitable warning thereof is given to Seller of other provisions made to prevent the escape of livestock. Buyer shall comply with governmental regulations pertaining to the logging, but shall not be responsible for additional work. Buyer shall be responsible for fully complying with all reforestation requirements and orders resulting from the removal of timber under the terms of this Assignment.

9. Successors and Assigns. All provisions of this Agreement shall inure to the benefit of and extend to and bind the successors and assigns of Seller and Buyer. Neither Buyer nor Seller shall assign the Agreement without the prior written consent of the other party. Such assignment shall not be unreasonably denied.

10. Attorneys' Fees. In the event that any action or proceeding is instituted by either party to enforce any of the

terms, provisions or conditions of this Agreement or relating to any of the rights, duties or liabilities arising hereunder, the prevailing party shall be entitled to recover such sums as the court may judge reasonable as attorney's fees, in addition to cost and disbursement provided by statute in such suit, action or proceeding, or appeal thereof.

11. Modification of Agreement. This Agreement may be amended at any time by mutual written consent of both parties.

12. Notice. All notices authorized or required to be given pursuant to this Agreement shall be given and shall be effective when mailed as follows:

To the Buyer when delivered in writing to Buyer's supervisor or upon mailing by certified mail, return receipt requested, to:

Crown Pacific
121 S.W. Morrison Street
Suite 900
Portland, Oregon 97204

To the Seller when delivered in writing to Seller's supervisor or upon mailing by certified mail, return receipt requested, to:

G Bar W Land and Cattle Company
1059 Crews Road
Medford, Oregon 97501

13. Negligence or Misconduct. Buyer will indemnify and hold Seller harmless from all liability resulting from the action, or lack of action, in the exercising of the rights and obligations Buyer has acquired through this Agreement but only to the extent of Buyer's negligence or willful misconduct of theirs or their agents or assigns and logging contractors.

14. Documents. Seller and Buyer agree to execute any additional documents, including, but not limited to, forest practice applications, reasonable and necessary to effectuate the provisions and purposes of the Agreement.

15. Reserved Trees. At any time prior to removal, Seller may designate up to 100MBF of the standing trees, no more than half of which may be "old growth" timber, which it desires to repurchase for \$585.00 per MBF as determined by mutual agreement upon examination of the selected trees to determine the volume.

16. Other Agreements. Any and all other agreements must be in writing and attached hereto to be binding.

Time is of the essence in all particulars hereunder.

10954

IN WITNESS WHEREOF, this Agreement has been duly executed by the respective parties on the day and year below written.

SELLER

BUYER

G BAR W LAND AND CATTLE CO.

CROWN PACIFIC LIMITED PARTNERSHIP

By: CROWN PACIFIC, LTD., General Partner

John H. Greb
By: Brenda C. Watkins Secretary
Date: 5/14/93

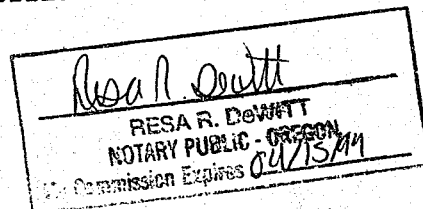
Richard D. Snyder
By: Richard D. Snyder
Date: May 13, 1993

STATE OF OREGON

County of Multnomah

) ss

The foregoing instrument was acknowledged before me this 13th day of May, 1993, by Richard D. Snyder, who is the Chief Financial Officer of Crown Pacific, Ltd., on behalf of the corporation.



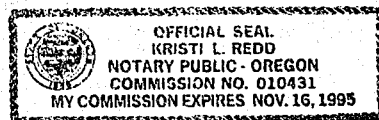
Resa R. DeWitt
Notary Public for Oregon
My Commission Expires: 04/15/94

STATE OF OREGON

County of Multnomah

) ss

The foregoing instrument was acknowledged before me this 14th day of May, 1993, by JOHN H. GREB & BRENDA C. WATKINS, who is the President & Secretary of G Bar W Land and Cattle Co., on behalf of the corporation.



Kristi L. Redd
Notary Public for Oregon
My Commission Expires: 11/16/95

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co the 14th day of May A.D., 19 93 at 3:55 o'clock P.M., and duly recorded in Vol. M93 of Deeds on Page 10951.
By Evelyn Biehn County Clerk

FEE \$25.00