

Return - Robert Hawkins
P.O. Box 1151
Bend, Ore.
83699 97109-1151

K-46482
CORRECTION BARGAIN AND SALE TIMBER DEED

Volume 94 Page 20596

07-01-94A11:39 PCVD

Kenneth L. Emery and Dorothy I. Emery, trustees of the Kenneth L. Emery Living Trust u/a dated December 20, 1976, and trustees of the Dorothy I. Emery Living Trust u/a dated December 20, 1976, and Royal Crown Cattle Co., Grantors, convey to Paul G. Neiffer, Trustee of the Tina K. Emery Trust u/a dated January 31, 1994, Grantee, two lots of timber as follows:

Lot 1: All of the merchantable timber defined as all lodgepole and ponderosa pine marked with a blue paint strip four and one-half feet above ground and a blue stump spot near ground, of commercial utilization by grantee at harvest upon the real property described on Exhibit A attached hereto and incorporated by this reference.

Lot 2: Four hundred thousand board feet of merchantable timber consisting of unmarked lodgepole and ponderosa pine of commercial utilization by grantee at harvest upon the real property described on Exhibit B attached hereto and incorporated by this reference; which grant is made subject to the condition precedent that such timber is not harvested by grantee until after January 1, 2001.

(The timber on both Lot 1 and Lot 2 is referred to collectively herein as "the Timber".) (The real property described on Exhibit A and Exhibit B is referred to collectively herein as "the Property".)

1. **Consideration.** There is no consideration for this conveyance.
2. **Termination.** All rights in the Property and the Timber conveyed herein shall terminate at midnight on July 31, 2024.
3. **Entry.** Grantee shall have the right to enter the Property from this date to the date of termination for the purpose of logging and removing the Timber, constructing and maintaining roads, bridges, trails, skid roads, and other structures necessary to the logging of the Timber, disposing of slash, provide for fire protection, and such other activities deemed necessary by Grantee for the supervision and care of the Timber.
4. **Roads.** Grantee shall use existing roads wherever possible. If Grantee desires to construct new roads, the plan of construction shall be approved by Grantor in writing. Grantor may use any roads constructed by Grantee for Grantor's own purposes. Grantee is prohibited from granting road use to others without the express written permission of Grantor. Grantee shall maintain existing roads use by Grantee in their condition on date of entry and shall leave such roads in such condition on date of termination. Grantee shall maintain roads constructed by Grantee in a condition suitable for pickup travel and shall leave all roads in such condition at termination.
5. **Protecting Grantor's Property.** Grantee will keep all gates closed when not in use; construct cattle guards in new roads and maintain same in existing roads; repair or replace fences damaged or destroyed by Grantee; construct ditches and drains to prevent erosion damage to roads and land; safeguard natural springs; reimburse Grantor for damage to Grantor's livestock; conduct no logging operations on the Property when ground is excessively wet; maintain existing bridges and culverts in same condition as on date of entry; clean up debris and waste according to good forestry practices and leave the land in suitable condition for grazing of cattle.
6. **Compliance with Forest Practices Act.** Grantee will give notice to the State Forester as required before operations are commenced. Grantee shall comply with all regulations and orders of the State Forester and pay all fines imposed because of failure to comply.
7. **Logging Plan.** Prior to commencing operations Grantee will file with Grantor a plan of logging operations for Grantor's written approval. Upon completion of logging operations in a section of the Property designated in the logging plan, possession of such section will revert to Grantor.
8. **Fire Protection.** If fire comes upon or threatens the Property, Grantee will use every reasonable effort to suppress. Grantee will be responsible for burning slash and will take such other steps as are reasonably required to reduce the fire hazard caused by Grantee's operation.
9. **Indemnity and Insurance.** Grantee will indemnify and save Grantor harmless for any claims whatsoever growing out of Grantee's operation. Grantee will acquire liability insurance coverage, within limits acceptable to Grantor naming Grantor as an additional insured, to cover any claims against Grantor for bodily injury or property damage, for payment of fire suppression

costs including but not limited to claims by third persons for fire suppression costs incurred by such third person or by the State Forester or by a forest-protective association for fire suppression costs, and protecting Grantor against damage to Grantor's property including Grantor's timber, caused by Grantee's operation.

10. **Taxes.** Grantor will pay real property taxes and other assessments levied against the Timber and the Property from the date of this Deed. Grantee will pay all taxes related to the logging operation including, but not limited to severance taxes, harvest taxes, and fire patrol assessments.

11. **Reservation by Grantor.** Grantor reserves all rights in and to the Property except those specifically granted herein.

12. **Correction.** This deed is given to correct the legal description and the description of timber in that Bargain and Sale Timber Deed dated January 31, 1994 in which Kenneth L. Emery and Dorothy I. Emery, trustees of the Kenneth L. Emery Living Trust u/a dated December 20, 1976 and trustees of the Dorothy I. Emery Living Trust u/a dated December 20, 1976 are grantors, and Paul G. Neiffer, Trustee of the Tina K. Emery Trust u/a dated January 31, 1994 is Grantee, recorded March 31, 1994 in M-94 on Page 9528, records of Klamath County, Oregon.

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.

DATED: June 20, 1994.

Kenneth L. Emery
KENNETH L. EMERY, TRUSTEE

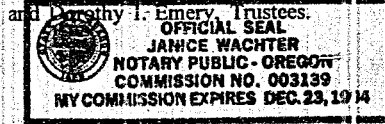
Dorothy I. Emery
DOROTHY I. EMERY, TRUSTEE

ROYAL CROWN CATTLE CO.

By: Dorothy I. Emery, Sec

STATE OF OREGON)
) ss.
County of Klamath)

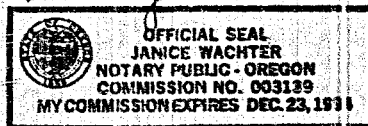
This instrument was acknowledged before me on June 20, 1994, by Kenneth L. Emery



Janice Wachter
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/23/94

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on June 20, 1994 by Dorothy I. Emery
as Secretary of Royal Crown Cattle Co.



Janice Wachter
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12-23-94

EXHIBIT A

20598

The real property situated in Klamath County, Oregon described as:

Township 30 south, Range 9 east of the Willamette Meridian

Section 6: S1/2 SE1/4 SE1/4

Section 8: NE1/4

Section 9: W1/2 NW1/4, NW1/4 SW1/4

EXHIBIT B

The real property situated in Klamath County, Oregon described as:

Township 30 south, Range 9 east of the Willamette Meridian

Section 8: E1/2 NW1/4, E1/2 NE1/4, S1/2 SW1/4 NE1/4,

N1/2 NW1/4 SW1/4,

NW1/4 S1/4 W1/2 NE1/4 SE1/4

Section 9: W1/2 NW1/4, NW1/4 SE1/4

STATE OF OREGON: COUNTY OF KLAMATH: SE.

Filed for record at request of Klamath County Title Co the 1st day
of July A.D., 19 54 at 11:39 o'clock A M., and duly recorded in Vol. M94
of Deeds on Page 20596

FEE \$20.00

Evelyn Biehn

County Clerk

By Caroline M. Mullen