

12917

TIMBER DEED

ATC #0344279

FRED TOMPKINS

Vol. 199 Page

3272

DRA. T&amp;H LOGGING

KNOW ALL MEN BY THESE PRESENTS, That FRED TOMPKINS, hereinafter called the first party, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey, subject to the conditions hereinafter set forth, unto HUFFMAN-WRIGHT TIMBER CORP.

and any heirs, successors, 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: T355, R09E, SEC 11 TAX LOT #500

AS PER EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF...

THIS INSTRUMENT BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

TO HAVE AND TO HOLD the same unto the second party for the period hereinafter stated.

The true and actual consideration for this conveyance is \$ 15,000.00 (Here comply with ORS 93.030.)

FIFTEEN THOUSAND & 00/100 DOLLARS

The first party hereby covenants to and with the second party that the first party is lawfully seized in fee simple of the above described premises; that the same are free from all encumbrances except NONE

and that first party will warrant and defend the title to the 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 10 inches or more in diameter at the height of 54 inches above the ground. The second party shall have the right to enter upon the land and to remove the merchantable timber therefrom at any time within 12 months from the date hereof (for brevity, the time within which the timber may be removed hereinafter is called the "period"). All merchantable timber not so removed on or before the expiration of the period shall revert immediately to the first party. During the period, the second party and second party's agents, representatives and employees shall have the right: (1) to enter upon and freely occupy the described land; (2) to build and use roads, flumes, skids, trams and other ways and railroads; (3) to the use of water on the 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 the 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.

— OVER —

Grantor's Name and Address
Grantor's Name and Address
After recording return to (Name, Address, Zip):
Huffman Wright Timber Corp
P.O. Box 910
Canyonville, OR 97417
Until requested otherwise send all tax statements to (Name, Address, Zip):

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of CLATSOP ss.

I certify that the within instrument was received for record on the 19 day of February, 1996, at 10 o'clock AM, and recorded in book/reel/volume No. 199 on page 6786 and/or as fee/title/instrument/microfilm/reception No. 12917 Record of Deeds of said County.

Witness my hand and seal of County affixed.

Recording Officer

By FRED TOMPKINS, Deputy

96 MAR 13 P3:16

96 FEB -2 P3:49

All taxes levied on or which attach to the land or timber during the 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 second party's operations on the land, including the orders and directions of the State Forester and the State Fire Marshal, shall cooperate with all public bodies and officials in the prevention and suppression of fires on or threatening the land, and shall make second party's employees available for firefighting when needed. During the period, the second party shall use reasonable care in felling, cutting and removing the timber and shall not do or permit to be done any damage to growing crops or fences on the land and land adjacent thereto without just compensation being paid therefor.

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

IN WITNESS WHEREOF, the grantor has executed this instrument this 2nd day of February, 1996; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

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.

STATE OF OREGON, County of Klamath ) ss.  
 This instrument was acknowledged before me on February 2, 1996,  
 by Fred C. Tompkins  
 This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
 by \_\_\_\_\_  
 as \_\_\_\_\_  
 of \_\_\_\_\_

*Carol Johnson*  
 Notary Public for Oregon  
 My commission expires January 31, 1998



3274  
6788

EXHIBIT "A"

All that portion of the SW 1/4 NW 1/4 and the SE 1/4 NW 1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at a point South 89 degrees 21' 50" East 1203 feet from the Southwest corner of the NW 1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian; thence at right angles and parallel to the West line of the NW 1/4, North a distance of 480 feet to the true point of beginning; thence due West 325 feet; thence due North 559 feet, more or less, to the Southerly right of way line of Sprague River Highway; thence Southeasterly along said right of way line 850 feet, more or less, to a point due East from the point of beginning; thence West 317 feet, more or less, to the true point of beginning.

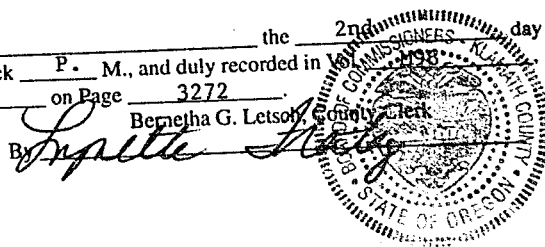
CODE 8 MAP 3509-1100 TL 500

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title the 2nd day  
of Feb A.D., 19 96 at 3:49 o'clock P. M., and duly recorded in 16  
of Deeds on Page 3272  
By Bernetha G. Letson County Clerk

FEE \$20.00

INDEXED  
D.L.L.



## EXHIBIT "A"

All that portion of the SW 1/4 NW 1/4 and the SE 1/4 NW 1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at a point South 89 degrees 21' 50" East 1203 feet from the Southwest corner of the NW 1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian; thence at right angles and parallel to the West line of the NW 1/4, North a distance of 480 feet to the true point of beginning; thence due West 325 feet; thence due North 690.78 feet, more or less, to the Southerly right of way line of Sprague River Highway; thence Southeasterly along said right of way line to a point due East from the point of beginning; thence West 360.34 feet, more or less, to the true point of beginning.

CODE 8 MAP 3509-1100 TL 500

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title the 13th day  
of March A.D., 19 96 at 3:16 o'clock P M., and duly recorded in Vol. M96  
of Deeds on Page 6786.

Bernetha G. Letsch, County Clerk

FEE 20.00

By [Signature]