

02 APR 1 PM 2:51

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After recording, return to:  
Hershner, Hunter, Andrews,  
Neill & Smith, LLP  
Attn: Norman LeCompte  
180 East 11th Avenue  
Eugene, Oregon 97401

State of Oregon, County of Klamath  
Recorded 04/01/2002 2:51 P m.  
Vol M02. Pg 19153-58  
Linda Smith, County Clerk  
Fee \$ 46.00 # of Pgs 6

Until a change is requested,  
mail all tax statements to:

Robert L. Wart  
36784 S. Santell Road  
Molalla, Oregon 97470  
Tax Account No. \_\_\_\_\_

K58519

**SPECIAL WARRANTY DEED WITH  
TIMBER RESERVATION AND ACCESS EASEMENT**

CHRISTIAN FUTURES, INC, an Oregon corporation, Grantor, conveys and specially warrants to ROBERT L. WART AND PAULA J. WART, husband and wife, as tenants by the entirety, Grantee, the real property described on the attached Exhibit A (Property), free of encumbrances created or suffered by the Grantor except as specifically set forth on the attached Exhibit A.

Grantor hereby reserves the timber and access rights set forth on the attached Exhibit B. Grantee hereby grants to Grantor an access easement over certain land owned by Grantee which adjoins the Property, as set forth on the attached Exhibit B.

The true consideration for this conveyance is Twenty-Five Thousand Dollars (\$25,000.00).

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

K46  
+ 5  
51

19154

USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR  
FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED: March 28, 2002.

GRANTOR

GRANTEE

CHRISTIAN FUTURES, INC.

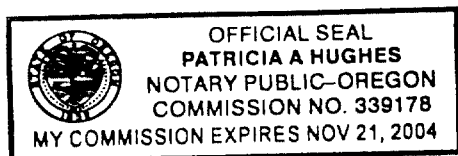
Robert L. Wart  
Robert L. Wart

By Richard L. Christian  
Richard L. Christian, President

Paula J. Wart  
Paula J. Wart

STATE OF OREGON           )  
  ) ss.  
COUNTY OF LANE         )

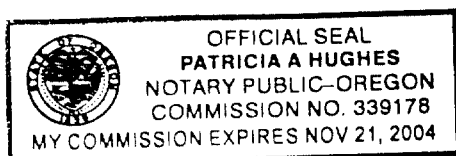
This instrument was acknowledged before me on March 28, 2002, by Richard L. Christian, President of Christian Futures, Inc., an Oregon corporation.



Patricia A. Hughes  
Notary Public for Oregon  
My commission expires: 11-21-04

STATE OF OREGON           )  
  ) ss.  
COUNTY OF Lane         )

This instrument was acknowledged before me on March 28, 2002, by Robert L. Wart and Paula J. Wart.



Patricia A. Hughes  
Notary Public for Oregon  
My commission expires: 11-21-04

**EXHIBIT A**

Lot 3 (NE 1/4 NW 1/4) of Section 1, Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

**SUBJECT TO:**

1. A 60 foot road right of way, including the terms and provisions thereof, dated April 3, 1958, recorded, June 11, 1958 in Miscellaneous Volume 12, page 540, records of Klamath Count, Oregon, from Alpha Pitt Crain to the United States of America
2. The Property does not have a means of ingress and egress to and from a legally dedicated road or highway.
3. Easements, reservations, restrictions and conditions of record.

**EXHIBIT B****RESERVATION OF TIMBER AND EASEMENT**

**RESERVATION OF TIMBER.** Grantor reserves the right to cut and remove all timber standing, lying or being upon the Property, upon the following terms and conditions.

1. The right of Grantor to cut and remove timber shall terminate on March 1, 2007. After that date, Grantor shall have no further right to cut or remove any timber from the Property. Any timber remaining after March 1, 2007, whether cut or standing, shall vest in Grantee, their successors and assigns, without any act or deed being required. However, Grantor agrees to execute and record a quitclaim deed of the Property to Grantee on or after March 1, 2007, if requested by Grantee.
2. Grantor may only remove Ponderosa Pine that is 14 inches DBH or larger at the time of removal, except that:
  - 2.1. Grantor may cut and remove trees of any species to construct landing areas, widen roads, and for other purposes reasonably required to cut and remove that Ponderosa Pine.
  - 2.2. Grantee has identified a proposed residential building site on the Property, and may at any time elect to construct a residence at that site. Grantee shall have the right to mark Ponderosa Pine at that building site, and Grantor shall not cut those marked trees. Grantee shall promptly notify Grantor in writing after marking any trees, specifying the number of marked trees and the nature of the marking. Grantee may mark up to eight Ponderosa Pine at no cost to Grantee. If Grantee marks in excess of eight Ponderosa Pine, Grantee shall promptly pay to Grantor the then "current market value" per MBF of that excess, less \$250 per MBF. Grantor shall have the right, in good faith, to determine the volume, in MBF, of that excess. The "current market value" shall equal the highest price per MBF of Ponderosa Pine quoted to Grantor by a mill within a 50 mile radius of the Property.
3. Grantor shall not be obligated to pay any compensation to Grantee for the removal of timber.
4. Grantor reserves the right to enter upon the Property and use all roads on the Property, including for the purpose of forest management, cutting and removing the timber, and heavy hauling of timber, rock and equipment. Grantor shall maintain all roads in not less than substantially their current condition. Grantor shall not materially alter any roads without the prior written consent of Grantee, which shall not be unreasonably withheld.
5. Grantor shall obtain all permits required to cut and remove the timber. Grantor shall exercise reasonable efforts to cause all of its operations upon the Property to be conducted in a safe, orderly and workmanlike manner, having due regard for the land, its topography and

physical characteristics. Grantor shall exercise reasonable efforts to keep stumps as low as practical, generally no more than twelve inches in height. All logging operations of Grantor shall be conducted in accordance with applicable laws, rules and regulations, except that:

5.1. Grantor shall pile slash in the landing areas, and shall exercise reasonable efforts to burn that slash during the ordinary course of its harvesting operations. However, if Grantor is reasonably unable to burn that slash because of fire restrictions or any other cause, then Grantor may leave that slash on the Property, and Grantee shall be responsible for burning or otherwise disposing of that slash.

5.2. Grantee shall be responsible for reforestation of the Property, if required.

6. Grantee shall pay all ad valorem taxes levied and assessed against the land after the date of this deed but Grantor shall pay all forest products harvest and severance taxes incurred by reason of the cutting and removal of timber by Grantor from the Property.

7. Grantor shall not allow or permit any liens or encumbrances to attach to the Property or the timber as a result of any act or omission of Grantor.

8. The terms and conditions of this timber reservation shall be binding upon, apply and inure to the benefit of the successors and assigns of the parties.

EASEMENT. Grantee is the owner of certain land lying generally west of the Property (Grantee's Land). In addition, Grantee has an easement from the United States of America to use certain roads for access purposes (Forest Service Easement). Grantee grants to Grantor a nonexclusive easement to use the existing driveways on Grantee's Land, and Grantee assigns to Grantor an undivided interest in the Forest Service Easement, upon the following terms and conditions:

1. Grantor and Grantor's agents, independent contractors and invitees may use the exiting driveways on Grantee's Land for the purpose of access to and from the Property, including for forest management and heavy hauling of timber, rock and equipment; and may use the roads covered by the Forest Service Easement for any purpose authorized by that easement or by applicable law or regulation.

2. Grantor shall repair any damage to the existing driveways on Grantee's Land resulting from use by Grantor or Grantor's agents, independent contractors and invitees.

3. Grantor shall pay any Forest Service maintenance and road use fees arising out of Grantor's use of the roads subject to the Forest Service Easement.

4. Grantor's right under this easement shall terminate on March 1, 2007. After that date, Grantor shall have no further right to use the existing driveways on Grantee's Land. Any

interest of Grantor in Grantee's Land shall revert in Grantee, their successors and assigns, without any act or deed being required. However, Grantor agrees to execute and record a quitclaim deed of Grantee's Property to Grantee on or after March 1, 2007, if requested by Grantee.

5. The terms and conditions of this timber reservation shall be binding upon, apply and inure to the benefit of the successors and assigns of the parties.