

'02 AUG 30 AM 8:47

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After recording return to:

RX Cathy Gray
U.S. TIMBERLANDS
6400 Hwy 66
Klamath Falls, OR 97601

Until a change is requested, all Severance and Harvest tax statements shall be sent to Grantee at the following address:

02 SEP 13 1:39 PM
This space reserved
State of Oregon, County of Klamath
Recorded 08/30/2002 8:47 a. m.
Vol M02, Pg 49309-11
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

State of Oregon, County of Klamath
Recorded 09/13/2002 1:39 p. m.
Vol M02, Pg 52236-40
Linda Smith, County Clerk
Fee \$ 25 # of Pgs 5

GRANTOR: U.S. TIMBERLANDS KLAMATH FALLS, L.L.C.
GRANTEE:

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*This Document is being rerecorded to add Exhibits A and B which were inadvertently omitted on the first recording.
CHICKEN HILLS 3RD QTR 2002

STATUTORY WARRANTY TIMBER DEED

U.S. TIMBERLANDS KLAMATH FALLS, a Delaware limited liability company ("Grantor") conveys and warrants to **TIMBER PRODUCTS COMPANY**. ("Grantee"), all of the "Conveyed Timber" (as defined below) on those certain parcels of land situated in Klamath, County Oregon, described below, free of encumbrances except as set forth in Exhibit "B" attached hereto and incorporated herein:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN (the "Land")

The true consideration for this conveyance is the sum of \$ 10.00

As used herein, the term "Conveyed Timber" shall mean all timber now standing, growing, lying or being on the Land which, as of the date of this Deed, or through growth, during the term hereof, meets the specifications for "Covered Products" set forth in the Lump Sum Timber Sale Agreement ("Agreement"), which is defined below.

Grantee shall have until November 1, 2005 (the "Termination Date") to cut and remove the Conveyed Timber, **unless the Termination Date is extended to November 1, 2006 pursuant to the provisions of the Lump Sum Timber Sale Agreement dated August 30, 2002 by and between Grantor and Grantee, in which case the Grantee shall have until the extended Termination Date to cut and remove the Conveyed Timber.**

On the Termination Date, all right, title and interest in and to any remaining Conveyed Timber shall revert automatically to the Grantor herein, its successors and assigns, without the requirement of any action by any party hereto.

28 - TIMBER SALE AGREEMENT
(17/102876/107647/KJ/227835.1)

250
31 CA

This Timber Deed has been executed and delivered, and accepted, subject to the terms and provisions of the Agreement, dated August 30, 2002 between Grantor and Grantee, the terms and conditions of which are incorporated herein.

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.

Executed as of the 30th day of August, 2002.

GRANTOR:

U.S. TIMBERLANDS KLAMATH FALLS, L.L.C., a
Delaware limited liability company

By: 

Name: Robert A. Bronshead

Its: _____

52238

49311

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 30th day of August, 2002, by Robert A. Broadhead, Acquisitions and Dispositions Manager/Vice President of U.S. Timberlands Klamath Falls, L.L.C., a Delaware limited liability company.



Catherine Gray
Notary Public for Oregon
My commission expires: May 6, 2004

52239

EXHIBIT A

**STANDING TIMBER ON THE FOLLOWING DESCRIBED PROPERTY IS LOCATED
IN KLAMATH COUNTY, OREGON,**

TOWNSHIP 40 SOUTH, RANGE 7 EAST, W.M.:

SECTION 26 THE EAST HALF; THE NORTHEAST QUARTER OF THE
 NORTHWEST QUARTER

SECTION 35 THE EAST HALF OF THE NORTHEAST QUARTER

SECTION 36 THE WEST HALF; THE SOUTHEAST QUARTER OF THE
 SOUTHEAST QUARTER; THE WEST HALF OF THE SOUTHEAST
 QUARTER

EXHIBIT B**SUBJECT TO:**

- (1) Reservation by Weyerhaeuser Company, its successors and assigns, of all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon said land, together with all appurtenances thereto, as set forth in that certain deed, including terms and provisions thereof, from Weyerhaeuser Company, a Washington corporation, to U.S. Timberlands Klamath Falls, L.L.C., a Delaware limited liability company, recorded August 30, 1996, in Volume M96 at Page 26858, Klamath County Microfilm Records;
- (2) All easements and rights of way for public roads and utilities heretofore established and existing on said lands or any similar rights established by prescription or adverse possession;
- (3) Rights reserved in federal patents or state deeds and mineral or fossil rights reservations;
- (4) Ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the premises, as reserved by treaties, understandings, practice statutes or judicial decisions, for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites;
- (5) Compensating tax, if any, upon removal of the designation of certain of subject property carried on county assessor's rolls for tax purposes as "Classified and/or Designated Forest Land";
- (6) All building or use restrictions general to the area and planning, building, zoning, health and other governmental regulations or provisions, if any, affecting subject property;
- (7) Any change in the boundary or legal description of the real property, or title to the estate conveyed, that may arise due to the shifting and changing in the course of navigable waters of Oregon or the United States;
- (8) Right of the State of Oregon in and to that portion, if any, of subject property which lies below the line of ordinary high water of the navigable waters of Oregon or the United States;
- (9) Any prohibition or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water; and
- (10) All matters of public record.