



THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:

GLEN KIRCHER

P.O. Box 337Chiloquin, OR 97624

Until a change is requested all  
tax statements shall be sent to  
The following address:

GLEN KIRCHER

P.O. Box 337Chiloquin, OR 97624

Escrow No.

MT60537-LW

State of Oregon, County of Klamath

Recorded 06/16/2003 10:57 a m.Vol M03 Pg 40793-95

Linda Smith, County Clerk

Fee \$ 31.00 # of Pgs 3**WARRANTY DEED**

JERRY ENMAN AND JONNA ENMAN, AS TENANTS BY THE ENTIRETY, Grantor(s) hereby grant, bargain, sell, warrant and convey to GLEN KIRCHER and BONNIE KIRCHER, as tenants by the entirety, Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of KLAMATH and State of Oregon, to wit:

THE NW1/4 SW 1/4; S1/2 NE1/4 SW1/4; SE1/4 SW1/4; E1/2 SW1/4 SW1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING OUT TIMBER RIGHTS TERMS IN CONDITIONS ATTACHED AS EXHIBIT "A" TO THE S1/2 NE1/4 SW1/4; SE1/4 SW1/4; E1/2 SW1/4 SW1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON TO BE RETAINED BY SELLER.

755720

3507-00300-0100-000

SUBJECT TO: all those items of record and those apparent upon the land, if any, as of the date of this deed and those shown below, if any:

and the grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration for this conveyance is **THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS PURSUANT TO AN IRC 1031 EXCHANGE ON BEHALF OF THE GRANTOR AND/OR GRANTEE..**

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

Dated this 13th day of June, 2003

Jerry Enman  
JERRY ENMAN

Jonna C. Enman  
JONNA ENMAN

State of Oregon  
County of KLAMATH

This instrument was acknowledged before me on June 13, 2003 by JERRY ENMAN AND JONNA ENMAN



Lisa Weatherby  
(Notary Public for Oregon)  
My Commission expires 11/20/2003

**General**

1. The objective of timber management for the land is a sustainable yield. Selective harvesting methods will be used with no clear-cutting without written permission from the landowner. In the event of salvage after fire, disease, or insect infestation the timber rights owner shall have broad discretion to harvest high-risk trees before they lose "green timber" value. If such salvage results in undesirably low stocking levels as defined in article 12, the timber rights owner shall reforest these areas.
2. Commercial timber harvest shall not normally occur at less than ten-year intervals. Exceptions would be for salvage, if different species or size classes were sold separately, or if a harvest was interrupted by weather or other unforeseeable events, and then resumed later. Timber rights owner shall provide minimum 30 days notice to landowner prior to logging and make a diligent effort to complete logging within 90 days from start.
3. Timber rights owner or his agents agrees to indemnify and hold harmless the landowner for any and all claims directly arising from negligence including personal injuries, property damage, or demands incurred by the timber rights owner or assessed by third parties resulting from timber rights owners operation.
4. Timber rights owner and his agents agree to abide by all applicable local, state, and federal laws and regulations.
5. Timber rights owner agrees to observe all State fire laws, to use due precautions to prevent forest fires, and to initiate suppression activity immediately on any fires that may occur on or adjacent to property. The timber rights owner will be liable for claims arising from wildfires caused by timber rights owners operation, as provided by Oregon Revised Statutes. Any prescribed broadcast burning by landowner or timber rights owner shall require the other parties written permission.
6. Landowner agrees to observe all state and local fire regulations, to use due precautions to prevent forest fires, and to initiate suppression activity immediately on any fires that may occur on or adjacent to property. The landowner will be liable for claims arising from wildfires caused by landowner's actions, as provided by Oregon Revised Statutes.
7. Landowner or his agents agrees to indemnify and hold harmless the timber right owner for any and all claims directly arising from negligence including personal injuries, property damage; or demands incurred by the landowner or assessed by third parties resulting from landowners actions.
8. Landowner may not remove any trees without prior written permission from timber right owner.
9. Landowner reserves a first right of refusal to match any legitimate offer for purchase of the timber rights. Upon landowner receiving written notice of a legitimate offer for purchase from timber rights owner, landowner will have 30 days to exercise this right. Failure to exercise in 30 days will be considered termination of first right of refusal by landowner. This section does not apply to partial cut timber sales, only to sale of all timber rights.
10. Landowner shall be responsible for all property taxes. Timber rights owner shall be responsible for all permit fees and harvest taxes.
11. In case of dispute over these terms and conditions, final decision shall rest with a reputable person to be mutually agreed upon by both timber right owner and landowner, and in the case of further disagreement, with an arbitration board of three persons, one to be selected by each party and the third to be selected by the other two.
12. The timber rights owner recognizes that the landowner desires to maintain the aesthetic values offered by a healthy, well-stocked forest. Therefore the timber rights owner shall not conduct operations that will result in currently (2003) well-stocked areas becoming under-stocked, except as provided in article 1. For this agreement under stocked is defined as less than 15 well distributed trees per acre over 16" DBH, or 30 trees per acre 12"-16" DBH, or 45 TPA 2"-12", or 60 TPA 2' tall-2"DBH, or any combination of size classes meeting

these stocking levels (example 10 16"+ TPA and 152"-12" TPA). Areas that currently (2003) fall below these stocking levels are probably too poor of a site to support full stocking levels. These areas shall be maintained at current stocking levels or 33% of stocking rate previously described. The timber rights owner will designate cut or leave trees with paint so landowner can verify stocking levels before logging. In no case shall timber rights owner be responsible for any costs incurred by landowner measuring stocking levels, nor shall the landowner be responsible for any such costs incurred by the timber rights owner.

13. Landowner shall not intentionally perform activities, which may decrease the lands ability to grow timber. Such activities might include additional road building or other earth moving operations, erosion caused by all terrain or off road vehicles, and livestock grazing, especially where timber rights owner is trying to establish reproduction. This section is not intended to restrict any fire suppression activities. The Landowner retains the right to clear and maintain a 10-foot right of way along the boundary abutting the National Forest land for installation of a fence.

14. Landowner will ensure existing ingress and egress rights from National Forest lands.

15. A good system of roads and skid trails is important for both forestry activities and fire suppression. No existing (2003) roads or skid trails will be physically closed without consent of both landowner and timber rights owner.

### **Harvesting Guidelines**

A. Stumps shall be no higher than 12" on the uphill side, or 2/3 of their diameter on flat ground.

B. Slash must be removed from the property, evenly distributed throughout the forest floor, or stockpiled for burning during winter. If distributed throughout the forest floor, all slash will be lopped to within, 3 feet of the ground. Slash cleanup will be completed within one year from date of harvest.

C. Timber rights owner will use existing roads for access; any new roads require the written permission of the landowner.

D. The timber rights owner will leave all roads in proper repair at the completion of harvesting.

E. The timber rights owner shall use all prudent measures to avoid increased erosion from forestry operations.

F. Timber rights owner, his agents or employees shall use all prudent measures to protect any improvements, and be responsible for any damages caused by negligence.