

2008-015417

Klamath County, Oregon



00056260200800154170090093

11/14/2008 11:35:30 AM

Fee: \$61.00

MT081971

**RECORDING COVER SHEET**

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

**After Recording Return To:**

Cascade Escrow  
811 Willamette Street  
Eugene, Oregon 97401

**1. Name(s) of the Transaction(s):**

Warranty Deed

**2. Direct Party (Grantor):**

D.R. Johnson Lumber Company

**3. Indirect Party (Grantee):**

Cowan Enterprises, Inc.

**4. True and Actual Consideration Paid:**

\$274,472.03

**5. Legal Description:**

see attached

Re-recorded to correct the consideration figure previously recorded in 2008-011499.

6/11/11



2008-011499

Klamath County, Oregon

TITLE NO. 0081971  
 ESCROW NO. EU08-0735  
 TAX ACCT. NO.  
 MAP/TAX LOT NO.

MT081971

00051470200800114990080085

WARRANTY DEED -- STAT

08/13/2008 11:16:25 AM

Fee: \$56.00

D.R. JOHNSON LUMBER COMPANY, an Oregon Corporation, who acquired title as JOHNSON LUMBER COMPANY, as to Parcel 1; and 5-J LIMITED PARTNERSHIP, an Oregon Limited Partnership, as to Parcel 2 and JOHNSON TIMBER COMPANY, an Oregon Assumed Business Name, Consisting of Donald R. Johnson who acquired title as Don R. Johnson and The Donald R. Johnson Revocable Trust who acquired title as the Donald R. Johnson Trust, as to Parcel 3, Grantor,

conveys and warrants to

COWAN ENTERPRISES, INC., a Washington Corporation, Grantee,

the following described real property free of encumbrances except as specifically set forth herein:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Except the following encumbrances:

2008-09 taxes, a lien not yet payable, Covenants, Conditions and Easements of Record

The true consideration for this conveyance is ~~\$250,872.03~~ \$274,472.03 \*\*Dated this 5 day of August, 2008.

D.R. JOHNSON LUMBER COMPANY, an Oregon Corporation, who acquired title as JOHNSON LUMBER COMPANY

BY:

Valerie A. Johnson-Eves, PRESIDENT

5-J LIMITED PARTNERSHIP

BY:

Jodi Westbrook, SECRETARY OF 5-J MANAGEMENT, INC.  
 ITS GENERAL PARTNER

Millie Joanne Johnson

JOHNSON TIMBER COMPANY, an Oregon Assumed Business Name, Consisting of Don R. Johnson and The Donald R. Johnson Trust

Millie Joanne Johnson

DONALD R. JOHNSON who acquired title as Don R. Johnson, by  
 MILLIE JOANNE JOHNSON, his attorney in fact

Jodi Westbrook

JODI WESTBROOK, Trustee of the Donald R. Johnson Revocable Trust

dated December 21, 2006

Valerie A. Johnson-Eves

VALERIE A. JOHNSON-EVES, Trustee of the Donald R. Johnson Revocable  
 Trust dated December 21, 2006

\*\* THIS DOCUMENT IS BEING RE-RECORDED TO REFLECT THE CORRECT CONSIDERATION.

56 HLT

D.R. JOHNSON LUMBER COMPANY, an  
Oregon Corporation, who acquired title as  
JOHNSON LUMBER COMPANY  
383 MEADOW LANE  
MYRTLE CREEK, OR 97457  
GRANTOR'S NAME AND ADDRESS

Until a change is requested

all tax statements shall be  
sent to the following address:  
\*\*\*SAME AS GRANTEE\*\*\*

COWAN ENTERPRISES, INC., a  
Washington Corporation  
7647 LIBBY ROAD NE  
OLYMPIA, WA 98506  
GRANTEE'S NAME AND ADDRESS

After recording return to:

CASCADE TITLE CO.  
811 WILLAMETTE  
EUGENE, OR 97401

STATE OF OREGON )

COUNTY OF Douglas SS

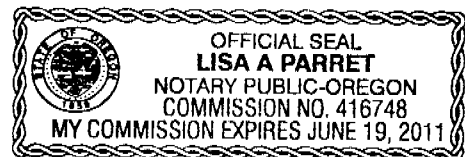
DATED THIS 5 DAY OF August, 2008

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR OREGON, PERSONALLY APPEARED

VALERIE A. JOHNSON-EVES, PRESIDENT OF THE D.R. JOHNSON LUMBER COMPANY AND  
ACKNOWLEDGED THE FOREGOING TO BE THE VOLUNTARY ACT AND DEED OF SAID CORPORATION.

Lisa A. Parret NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES: 6-19-2011



STATE OF OREGON )

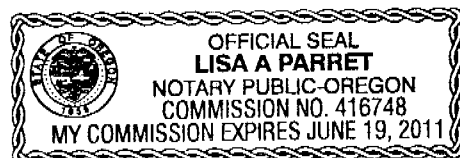
COUNTY OF Douglas SS

DATED THIS 5 DAY OF August, 2008

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR OREGON, PERSONALLY APPEARED JODI  
WESTBROOK, SECRETARY OF 5-J MANAGEMENT, INC. THE GENERAL PARTNER OF 5-J LIMITED  
PARTNERSHIP AND ACKNOWLEDGED THE FOREGOING TO BE THE VOLUNTARY ACT AND DEED OF SAID  
PARTNERSHIP.

Lisa A. Parret NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES: 6-19-2011



STATE OF OREGON )

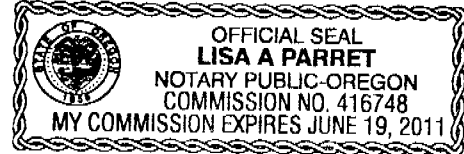
COUNTY OF Douglas

DATED THIS 5 DAY OF August 2008

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR OREGON, PERSONALLY APPEARED MILLIE JOANNE JOHNSON ATTORNEY IN FACT FOR DONALD R. JOHNSON who acquired title as Don R. Johnson, for JOHNSON TIMBER COMPANY and acknowledged the foregoing to be the voluntary act and deed of said company.

Lisa A. Parret Notary Public for Oregon

My Commission Expires: 6-19-2011



STATE OF OREGON )

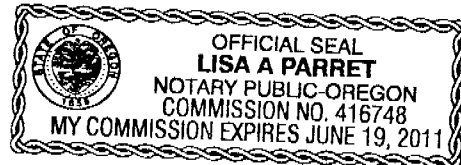
COUNTY OF Douglas

DATED THIS 5 DAY OF August 2008

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR OREGON, PERSONALLY APPEARED JODI WESTBROOK and VALERIE A. JOHNSON-EVES, Trustees of the Donald R. Johnson Revocable Trust dated December 21, 2006, for JOHNSON TIMBER COMPANY and acknowledged the foregoing to be the voluntary act and deed of said company.

Lisa A. Parret Notary Public for Oregon

My Commission Expires: 6-19-2011



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon:

Section 31: All, SAVING AND EXCEPTING THEREFROM the S1/2 SE1/4 SE1/4, and S1/2 N1/2 SE1/4 SE1/4

Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon:

Section 6: N1/2 NE1/4 and SE1/4 NE1/4, Saving and excepting therefrom the N1/2 N1/2 NE 1/4 NE 1/4

**PARCEL 2:**

The N1/2 SE1/4 SW1/4 of Section 30, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

The S1/2 SE1/4 SW1/4 of Section 30, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 3:**

The SW1/4 SW1/4, also known as Government Lot 4, of Section 30, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

## DURABLE GENERAL POWER OF ATTORNEY FOR DONALD R. JOHNSON

1. Appointment. I, DONALD R. JOHNSON, do hereby make, constitute and appoint MILLIE JOANNE JOHNSON my agent and attorney-in-fact (my "Agent").

2. Powers. My Agent shall have all the powers of an absolute owner over my assets and liabilities, whether located within or without the State of Oregon. These powers shall include, without limitation, the power:

2.1 Support. To make expenditures for my care, maintenance, support and general welfare and to distribute such sums as are necessary for the care, maintenance, education and support of members of my immediate family who are or become dependent upon me for support;

2.2 Management. To take possession of, manage, administer, operate, maintain, improve and control all my property, real and personal; to insure and keep the same insured; and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof;

2.3 Collections. To collect and receive any money, property, debts or claims whatsoever, now or hereafter due, owing and payable or belonging to me; and to forgive debts; and to give receipts, acquittance or other sufficient discharges for any of the same;

2.4 Checks and Notes. To sign, endorse, sell, discount, deliver and/or deposit checks, drafts, notes and negotiable or nonnegotiable instruments, including any payments to me drawn on the Treasury of the United States or the State of Oregon or any other state or governmental entity, and to accept drafts;

2.5 Investments. To retain any property in the hands of my Agent in the form in which it was received; and to make investments and changes of investments in such securities, including common and preferred stocks of corporations or other property, real or personal, as my Agent may deem prudent;

2.6 Debts. To pay my debts and other obligations;

2.7 Litigation. To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which I may be interested; and to act in my name in any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability;

2.8 Acquisition. To bargain for, buy and deal in property and goods of every description;

2.9 Disposition. To sell, convey, grant, exchange, transfer, option, convert, mortgage, pledge, consign, lease and otherwise dispose of any of my property, whether real or personal;

2.10 Borrowing. To advance or loan my Agent's own funds on my behalf; and to borrow any sums of money on such terms and at such rate of interest as my Agent may deem proper and to give security for the repayment of the same;

2.11 Agreements. To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which my Agent may deem proper;

2.12 Voting. To appear and vote for me in person or by proxy at any corporate or other meeting;

2.13 Safety Deposit Box. To have access to any safety deposit box which has been rented in my name or in the names of myself and any other person or persons;

2.14 Withdrawal of Funds. To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in my name or in the names of myself and any other person or persons and generally to do any business with any such financial institution or agency on my behalf;

2.15 Tax Returns. To sign and file on my behalf all city, county, state, federal and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business and property tax returns or reports of every kind whatsoever; to execute waivers, extension agreements, settlement agreements and closing agreements with respect to those returns and to appear for me, in person or by attorney, and represent me before the United States Treasury Department, the Oregon Department of Revenue or the taxing authority of any other state or governmental entity;

2.16 Government Benefits. To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements for my benefit from Social Security, Medicare and military service;

2.17 Treasury Bonds. To purchase U.S. Treasury bonds or other instruments redeemable at par in payment of federal estate taxes;

2.18 Additions to Trust. To add any or all of my assets to a trust created by me alone or in conjunction with one or more other persons and already in existence at the time of the creation of this Power of Attorney if the trust provides that the income and principal shall be paid to me or applied for my benefit during my lifetime;

2.19 Business Interests. To continue as a going concern any business interest owned by me, either individually or as a co-partner;

2.20 Substitution and Delegation. To appoint and substitute for my Agent any agents, nominees or attorneys to exercise any or all of the powers herein and to revoke their authority at pleasure; and

2.21 Gifts. To gift to any of my lineal descendants, in such proportions as my Agent may deem proper, any real or personal property, whether tangible or intangible, of which I am now or may hereafter be possessed, or in which I may have any right, title or interest so long as no federal or state gift tax is required to be paid. Accordingly, my Agent may utilize both the federal annual gift tax exclusions and the federal unified credit against gift tax.

3. General Authority. I authorize my Agent for me in my name generally to do and perform all and every act and thing necessary or desirable to conduct, manage and control all my business and my property, wheresoever situated, and whether now owned or hereafter acquired, as my Agent may deem for my best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for my Agent's acts and omissions, and I empower my Agent to indemnify all such persons against loss, expense and liability.

4. Third-Party Reliance. Third persons may conclusively rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation. Third persons may conclusively rely on a copy of this instrument in its entirety or any portion thereof certified as such by my Agent.

5. Termination. This Power of Attorney may be terminated by:

5.1 My written notice to my Agent and, if this Power of Attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the Power of Attorney was recorded;

5.2 Written notice of revocation by a conservator of my estate; or

5.3 By my death upon actual knowledge or receipt of written notice by my Agent.

6. Durability. These powers shall be exercisable by my Agent on my behalf notwithstanding that I may become legally disabled or incompetent.



