

2016-002192

Klamath County, Oregon



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02/26/2016 03:21:45 PM

Fee: \$92.00

Jackson County Official Records 2016-004789

R-AMN

Cnt=1 BARROWCK

\$35.00

02/23/2016 12:53:03 PM

Total: \$35.00

SUPPLEMENTAL RECORDING COVER

PER ORS 205.234

PLEASE FILL OUT (



01704220201600047890070077

I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Christine Walker - County Clerk

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.

1. Grantor/Direct (s) as described in ORS 205.160.

U.S. Dept. of Interior

Bureau of Land Management

2. Grantee/Indirect (s) as described in ORS 205.160.

Green Diamond Resource Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
(43 CFR Part 2812)

AMENDMENT 16 TO
O. AND C. LOGGING ROAD RIGHT-OF-WAY
PERMIT AND AGREEMENT NO. M-690 (OR 58508 FD & PT)

WHEREAS, Weyerhaeuser Company granted to the United States of America (hereinafter referred to as UNITED STATES), Right-of-Way and Road Use Agreement No. M-690 (assigned serial No. OR 58508 PT), which was accepted by the UNITED STATES on June 19, 1963, and subsequently recorded in the Deed Records of Jackson County on June 19, 1963 at Volume 547, Page 588 and also recorded in the Deed Records of Klamath County on July 8, 1963 at Volume 346, Page 367, said Agreement granted for the purpose of management and removal of timber and other forest products from lands of the UNITED STATES, and

WHEREAS, on June 19, 1963, the UNITED STATES granted to Weyerhaeuser Company (hereinafter referred to as Weyerhaeuser), O. and C. Logging Road Right-of-Way Permit No. M-690 for the purpose of access to and removal of timber and other forest products which are owned or controlled by said Permittee as of the time when said Permittee exercises any rights over such rights-of-way; and

WHEREAS said Permit and Agreement was amended on 12 occasions with Amendment No. 12 being recorded on December 23, 1988 at Vol. M-88, Page 21974 in the Deed Records of Klamath County.

WHEREAS, said Permit M-690 was partially assigned to Divide Resources, Inc. with Assignment permit being numbered as M-690 B approved by the BLM Medford District on November 12, 1996 and approved by the BLM Lakeview District on January 3, 1997; and

WHEREAS, said Permit M-690 was fully assigned from Weyerhaeuser Company to U.S. Timberlands, Klamath Falls, L.L.C., such assignment being approved by the BLM Medford District on February 3, 1997 and approved by the BLM Lakeview District on February 10, 1997 and subsequently recorded on February 26, 1997 in the Deed records of Klamath County as Vol. M97, Page 5726 and recorded in the Official Records of Jackson County on June 19, 1997 as Document 97-22977; and

WHEREAS, U.S. Timberlands, Klamath Falls, L.L.C., by Warranty Deed recorded on September 12, 2002 as Document 02-48317, in the Official Records of Jackson County, Oregon, conveyed to Boise Cascade Corporation certain properties; and

WHEREAS, L.L. Boyd Properties, Inc. and Jerry E. Michael conveyed to Boise Cascade Corporation certain properties which were included on Schedule 2 of said M-690 Agreement by Warranty Deed recorded March 24, 2003 as document No. 03-17753 and also by Statutory Warranty Deed recorded on May 21, 2004 as Document 2004-028658, both being recorded in the Official Records of Jackson County, Oregon; and

WHEREAS, Boise Cascade Corporation conveyed to Boise Southern Oregon Land & Timber, L.L.C. by deed recorded on November 5, 2004 as Document 2004-64862 and re-recorded on February 3, 2005 at Document 2005-006324 in the Jackson County Official Records; and

WHEREAS, Boise Southern Oregon Land & Timber, LLC, by Certificate of Name Change filed and recorded as document No. 2005-015531 on March 22, 2005 changed their name to Meriwether Southern Oregon Land & Timber, LLC; and

WHEREAS, by the filing of an Amendment/Withdrawal – Foreign Limited Liability Company with the Oregon Secretary of State on January 13, 2004, US Timberlands Klamath Falls, LLC, changed their name to Inland Fiber Group, LLC, a Delaware corporation and the United States recognized the name change on August 11, 2005 and designated Inland Fiber Group, LLC as the Permittee for said permit L/M-690; and

WHEREAS, Amendment No. 13 and 14 of said Permit and Agreement were approved, with Amendment No. 14 being approved by the BLM on March 30, 2006 and said amendment being recorded on June 13, 2006 in the Official Records of Jackson County as document No. 2006-030071; and

WHEREAS, by various deeds recorded in Jackson and Klamath Counties, Inland Fiber Group, LLC conveyed all of their property affecting Schedule 2 of Agreement to JWTR, LLC and on October 11, 2007 the BLM approved a full assignment of the M-690 Permit from Inland Fiber Group, LLC to JWTR, LLC; and

WHEREAS, JWTR, LLC conveyed to JWTR Oregon, LLC lands affecting Schedule 2 of the Agreement by deed recorded on March 4, 2010 as Document 2010-007264 in the Official Records of Jackson County, Oregon and by deed recorded on March 4, 2010 as document No. 2010-002918 in the deed records of Klamath County, Oregon and on November 14, 2010, the BLM issued an Acknowledgement of Name Change, recognizing JWTR Oregon, LLC as the Permittee of M-690; and

WHEREAS, on October 28, 2011, Amendment No. 15 was approved and such amendment was recorded in the records of Klamath County, Oregon as document No. 2011-012878 on November 17, 2011; and

WHEREAS, by corporate name change filed with Oregon Secretary of State on July 17, 2012 Meriwether Southern Oregon Land & Timber LLC changed their name to Tristar Southwest Oregon Timberlands LLC (Tristar); and

WHEREAS, Tristar conveyed some of their aforesaid lands to AP Timber, LLC (AP Timber) by Warranty Deed recorded on July 24, 2013 as document No. 2013-024796 in the Official Records of Jackson County, and

WHEREAS, Tristar conveyed some of their aforesaid lands to System Global Timberlands, LLC (System Global) by Statutory Warranty Deed recorded on September 4, 2013 as document No. 2013-030144 in the Official Records of Jackson County, Oregon.

WHEREAS, Tristar conveyed the remainder of their lands to SFG HCK Timber Partnership, L.P. (SFG HCK), a Delaware limited partnership, by Statutory Special Warranty Deed 2014-019230 recorded July 25, 2014 and re-recorded as document 2014-22408 on August 26, 2014 in the Official Records of Jackson County, Oregon, and

WHEREAS, a Joint DeMesne Assignment of Partial Interest in M-690 was approved by the Bureau of Land Management (BLM) on December 12, 2014, creating permit Nos. M-690D/Serial No. OR 68074 FD (SFG HCK), M-690E/Serial No. 68169FD (AP Timber) and M-690F/Serial No. OR 68170 FD (System Global); and

WHEREAS, JWTR Oregon, LLC sold all of their lands to Green Diamond Resource Company, a Washington corporation (Green Diamond) and a full assignment of the M-690 Permit to Green Diamond was approved by the BLM Medford District on June 25, 2015; and by the BLM Lakeview District on July 7, 2015

WHEREAS, both Green Diamond and the BLM desire to have the M-690 permit amended to update the stipulations in Exhibit A and B regarding insurance requirements.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. That Paragraph 7 of Exhibit A to said Permit M-690 shall be replaced with the following:

When the Permittee exercises any rights granted by this permit, the United States may require the Permittee to furnish a performance bond in an amount not to exceed \$10,000.00, in favor of the United States, conditioned upon faithful performance of the terms and conditions of this permit.

The United States may also require the Permittee to maintain the following types of insurance under this permit, in amounts not to exceed the following whenever it exercises any of the rights granted by this permit.

- | | |
|--------------------------|---|
| (a) Bodily Injury: | \$1,000,000 - for injury to any one person
\$1,000,000 - for any one occurrence; and |
| (b) Property Damage | \$1,000,000 - for any one occurrence; and |
| (b) Loggers Broad Form B | \$1,000,000 - for any one occurrence. |

The Permittee shall deliver to the United States a certificate from the insurer stating that such insurance is in force and that the insurer will give the United States thirty (30) days' notice prior to any intended or proposed cancellation or modification of such policies.

It is understood that the amounts of the bond and insurance required herein shall be reviewed periodically and that the parties may mutually agree upon such adjustment as is required to comply and conform to general insurance practices of the timber industry in effect at the time of review.

2. That Paragraph 8 of Exhibit B to said Agreement M-690 shall be replaced with the following:

When a Licensee of the United States uses any road which is owned or controlled by the Permittee, located on the lands described in Schedules 1 or 2, or severs Licensor's timber in the construction of a road(s) the Licensee shall enter into an agreement with the Permittee. The form of such agreement must be approved in writing by the BLM Authorized Officer prior to its use. The Permittee may also require such Licensee to obtain a performance bond in the amount not to exceed \$10,000.00 in favor of the Permittee, conditioned upon faithful performance of such agreement.

The Permittee may also require the Licensee of the United States to maintain commercial liability insurance covering all operations, including vehicles of the Licensee under this agreement in amounts not to exceed the following whenever it exercises any of the rights granted by this agreement:

- | | |
|---------------------|---|
| (a) Bodily Injury: | \$1,000,000 - for injury to any one person
\$1,000,000 - for any one occurrence; and |
| (b) Property Damage | \$1,000,000 - for any one occurrence; and |

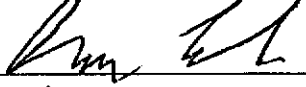
(b) Loggers Broad Form B \$1,000,000

The Licensee shall deliver to the Permittee a certificate from the insurer stating that such insurance is in force and that the insurer will give the Permittee ten (10) days' notice prior to any cancellation or modification of such insurance.

3. That in all other respects said Agreement and Permit M-690D shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date shown below:

Green Diamond Resource Co., a Washington corporation

 1-4-16

Signature Date

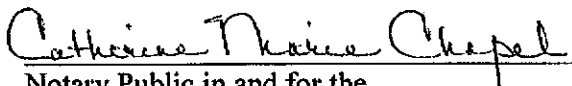
Typed name Andy G. Elsbree

Title: Vice President, Oregon Operations

STATE OF OREGON)
) ss:
COUNTY OF KLAMATH)

On the 4th day of January, 2016, personally appeared before me Andy G. Elsbree, personally known to me (or whose identity is proven to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Vice President, Oregon Operations of Green Diamond Resources Co. and that said document was signed by him on behalf of said corporation by authority of its bylaws (or of a Resolution of its Board of Directors), and acknowledged to me that said corporation executed the same.

[SEAL]



Notary Public in and for the
State of: Oregon
Residing at: Medford, OR
My commission expires: June 10, 2016

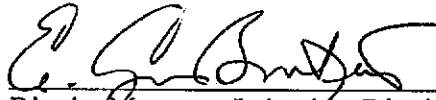


APPROVAL:

UNITED STATES OF AMERICA,
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT


District Manager, Medford District

Date: 11-February-2016



District Manager, Lakeview District

Date: 2/1/2016

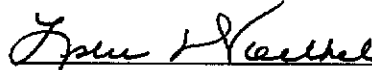
STATE OF OREGON)

) ss:

COUNTY OF JACKSON)

On this 11th day of February, 2016, before me personally appeared DAYNE BARRON, being duly sworn, did say that he/she is the District Manager of the Medford District of the Bureau of Land Management, and that he/she executed the foregoing instrument by authority of and in behalf of the United States of America; and he/she acknowledged said instrument to be the act and deed of the United States of America





Notary Public in and for the

State of: Oregon

Residing at: Medford, OR

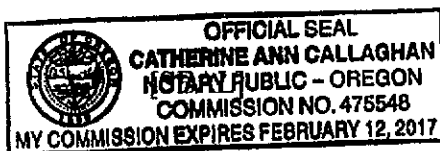
My commission expires: December 3, 2017

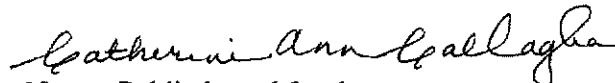
STATE OF OREGON)

) ss:

COUNTY OF LAKE)

On this 1 day of FEB, 2016, before me personally appeared ELYN BURKETT, being duly sworn, did say that he/she is the District Manager of the Lakeview District of the Bureau of Land Management, and that he/she executed the foregoing instrument by authority of and in behalf of the United States of America; and he/she acknowledged said instrument to be the act and deed of the United States of America





Notary Public in and for the

State of: OREGON

Residing at: LAKEVIEW

My commission expires: 2/12/2017