

2019-002692

Klamath County, Oregon

03/22/2019 09:11:01 AM

Fee: \$117.00

After Recording Return To:

Scott Marshall
7135 Sportsfield Dr. NE
Seattle, WA 98115

UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO:

Siskiyou Timberlands, LLC
7135 Sportsfield Dr. NE
Seattle, WA 98115

STATUTORY SPECIAL WARRANTY DEED

AP TIMBER LLC, a Delaware limited liability company ("**Grantor**"), with an address at c/o Hancock Natural Resource Group, Inc., 99 High Street, 26th Floor, Boston, Massachusetts, 02110, conveys and specially warrants to **SISKIYOU TIMBERLANDS, LLC**, an Oregon limited liability company ("**Grantee**"), with an address at 7135 Sportsfield Dr. NE, Seattle, WA 98115 the real property located in Klamath County, Oregon, described in attached Exhibit A (the "**Property**"), free of encumbrances created or suffered by Grantor, except as specifically set forth in attached Exhibit B.

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

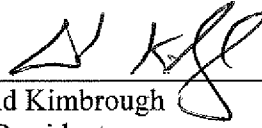
The true consideration for this conveyance is \$2,784,013.12.

DATED effective as of March 22, 2019.

GRANTOR:

AP TIMBER LLC,
a Delaware limited liability company


By: Hancock Natural Resource Group, Inc.,
a Delaware corporation, its Advisor

By: 
Name: David Kimbrough
Title: Vice President

[notary acknowledgment appears on the following page]

1

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Print Name: Ann Hardin
NOTARY PUBLIC for the State of North Carolina
My Commission Expires: 3-27-2022

EXHIBIT A

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KLAMATH, STATE OF OR, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

GOVERNMENT LOTS 3 AND 4 THE N1/2 OF THE NW1/4, THE SE1/4 OF THE NW1/4, AND THE SW1/4 OF THE NE1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 2:

THE NE1/4 OF THE SW1/4, THE W1/2 OF THE SE1/4 AND THE SE1/4 OF THE SE1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 3:

THE SE1/4 OF SECTION 4, TOWNSHIP 38 SOUTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 4:

THE SE1/4 OF THE SE1/4 OF SECTION 33, TOWNSHIP 40 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 5:

ALL OF SECTION 34, TOWNSHIP 40 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 6:

THE NW1/4 OF THE NW1/4 OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 7:

THE E1/2 OF THE SW1/4 OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 8:

ALL OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

END OF EXHIBIT A

EXHIBIT B
Title Exceptions

1. Restrictions on the ability to build upon or use the Property imposed by any current or future development standards, building or zoning ordinances or any other Law;
2. Any subdivision or similar restriction arising under applicable law
3. To the extent a tract included in the Property is bounded or traversed by a river, stream, branch, lake or other water source:
 - a. the rights, if any, of upper and lower riparian owners and the rights of others to navigate such river or stream;
 - b. the right, if any, of neighboring riparian owners and the public or others to use any public waters, and the right, if any, of the public to use the beaches or shores for recreational purposes or to gain access thereto;
 - c. any claim of lack of title to the Property formerly or presently comprising the shores or bottomland of navigable waters or as a result of the change in the boundary due to accretion or avulsion; and
 - d. any portion of the Property which is sovereignty lands or any other land that may lie within the bounds of navigable rivers as established by Law;
4. To the extent any portion of the Property is bounded or traversed by a public road or maintained right of way, the rights of others, if any (whether owned in fee or by easement), in and to any portion of the Property that lies within such road or maintained right of way;
5. Railroad tracks and related facilities, if any (whether owned in fee or by easement), and related railroad easements or rights of way, if any, traversing the Property and the rights of railroad companies to any tracks, siding, ties and rails associated therewith;
6. Any restriction on the use of the Property due to environmental laws or conservation easements;
7. All ad valorem property or other taxes (other than income taxes) not yet due and payable in respect of the Property for the tax period during which the date of this Deed occurs and all subsequent tax periods, and all other assessments and other charges of any kind or nature imposed upon or levied against or on account of the Property by any governmental authority;

8. Any potential compensating, "roll back," additional or supplemental taxes that may result from a redesignation or reclassification of the Property by the applicable county tax assessor's office;

9. Liens for taxes not yet due and payable;

10. Easements, discrepancies or conflicts in boundary lines, shortages in area, vacancies, excesses, encroachments or any other facts that a current and accurate survey of the Property would disclose;

11. All oil, gas and other minerals or other substances of any kind or character as may have been previously reserved by or conveyed to others and any leases concerning any of such oil, gas, other minerals or other substances in, on or under the Property;

12. Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under, above or across the Property;

13. Reservations in federal patents and acts authorizing the same;

14. Indian treaty or aboriginal rights, including easements and equitable servitudes;

15. Rights of others under (i) that certain Memorandum of Understanding with Oregon Department of Fish and Wildlife, Oregon State Police, Plum Creek Timberlands, L.P., Indian Hill, LLC and Lone Rock Resources and (ii) that certain Orchard Agreement with Oregon Department of Forestry and Forest Capital Partners, LLC;

16. Rights of parties in possession of the Property;

17. Any claim of lack of access rights to any portion of the Property where (i) permission to access has been granted verbally or in writing or (ii) Grantor has otherwise historically enjoyed access;

18. Any condemnation in respect of the Property;

19. Any easement, covenant, use restriction, zoning restriction, boundary line dispute, encroachment or other third-party right affecting any of the Property not described in items 1 through 18 above and which, individually or in the aggregate, would not have a material adverse effect on the use and enjoyment by Grantee of the Property for growing and harvesting timber;

20. Easement, including terms and provisions contained therein, recorded October 30, 1922 in Volume 59, Page 279;

21. Easement, including terms and provisions contained therein, recorded April 17, 1935 in Volume 104, Page 467;

22. Easement, including terms and provisions contained therein, recorded September 18, 1959 in Volume 315, Page 691;

23. Easement, including terms and provisions contained therein, recorded February 17, 1960 in Volume 319, Page 75;

24. Easement, including terms and provisions contained therein, recorded October 15, 1962 in Volume 340, Page 658;

25. Easement, including terms and provisions contained therein, recorded November 26, 1963 in Volume 349, Page 403;

26. Easement, including terms and provisions contained therein, recorded November 1, 1965 in Volume M65, Page 3269;

27. Road Use Agreement, including terms and provisions contained therein, recorded February 9, 2005 in Volume M05, Page 09109; and

28. Reciprocal Access Easement, including terms and provisions contained therein, recorded July 24, 2013 as Recording No. 2013-008399, documents declaring modifications thereof recorded March 26, 2014 as Recording No. 2014-002624, documents declaring modifications thereof recorded October 24, 2014 as Recording No. 2014-010977.

END OF EXHIBIT B

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