

NCS 1048806

2021-011154

Klamath County, Oregon

07/19/2021 03:06:00 PM

Fee: \$107.00

AFTER RECORDING RETURN TO:

Acer Klamath Forest LLC
c/o New Forests
1 Embarcadero Center, Suite SL12
San Francisco, CA 94126
Attention: Sam Rorabaugh

ASSIGNMENT AND ASSUMPTION OF TIMBER DEED

(Klamath County, Oregon)

THIS ASSIGNMENT AND ASSUMPTION OF TIMBER DEED (the "**Assignment**") is made effective as of July 16, 2021 (the "**Effective Date**"), by Fruit Growers Supply Company, a California nonprofit cooperative supply corporation ("**Assignor**"), in favor of Acer Klamath Forest LLC, a Delaware limited liability company ("**Assignee**").

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are both hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title and interest in, to and under that certain Deed of Timber Rights and Interests dated October 12, 2000, and recorded on October 24, 2000, in the Official Records of Klamath County, State of Oregon (the "**Records**"), as Volume M00, Page 38774 (the "**Timber Deed**"), subject to the terms and conditions of the Timber Deed and any agreements referenced therein and covering the property described both in the Timber Deed and on **Schedule "1"** attached hereto and hereby incorporated by reference (the "**Real Property**").

TO HAVE AND TO HOLD said Timber Deed unto Assignee and its successors and assigns, forever.

Assignee shall have full substitution and subrogation in and to all rights and actions of warranty which Assignor has or may have against any owner of the Real Property or third party grantor under the Timber Deed, or any successors and assigns thereof (as applicable), and Assignor hereby indemnifies Assignee and agrees to hold Assignee harmless from and against any claim, loss, of liability, including without limitation reasonable attorneys' fees, with respect to Assignor's obligations or liabilities under the Timber Deed arising prior to the date of this Assignment (if any), but only during Assignor's holding of rights under and pursuant to the Timber Deed.

Assignee hereby accepts this assignment and hereby assumes and agrees to perform and comply with all the covenants, conditions, agreements, and obligations of Assignor under the Timber Deed from and after the date of this Assignment. Assignee also indemnifies Assignor and agrees to hold Assignor harmless from and against any claim, loss, or liability, including without limitation reasonable attorneys' fees, with respect to the Timber Deed, with respect to all obligations or liabilities under the Timber Deed arising following to the date of this Assignment (if any), but only during Assignee's holding of rights under and pursuant to the Timber Deed.

1 – ASSIGNMENT AND ASSUMPTION OF TIMBER DEED

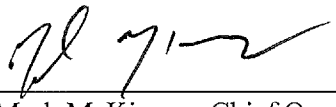
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This Assignment is made by Assignor and accepted by Assignee subject to the exceptions to title set forth on **Schedule "2"** attached hereto and incorporated herein by reference.

The undersigned have executed this Assignment as of the Effective Date.

ASSIGNOR:

FRUIT GROWERS SUPPLY COMPANY, a California nonprofit cooperative supply corporation

By: 
Mark McKinney, Chief Operating Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

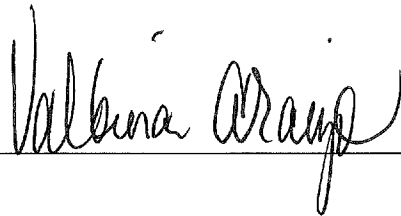
State of California)
County of Los Angeles)

On July 14, 2021, before me, Valbina Araujo, a Notary Public, personally appeared Mark McKinney, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

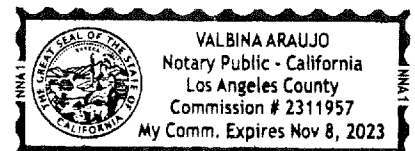
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



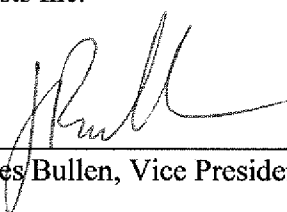
The undersigned has executed this Assignment as of the date first set forth above.

ASSIGNEE:

ACER KLAMATH FOREST LLC, a Delaware limited liability company

By: Acer Forests General Partner LLC
Its: Manager

By: New Forests Inc.
Its: Manager

By: 
James Bullen, Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On July __, 2021, before me, _____, a Notary Public, personally appeared James Bullen, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

see attached

Signature _____

(Seal)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Marin

On

7-14-2021

before me,

Pamela Fong, Notary Public

Date

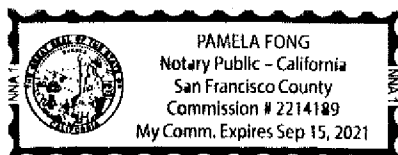
Here Insert Name and Title of the Officer

personally appeared

James Bullen

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Pamela Fong

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

SCHEDULE 1
(Real Property)

SE1/4 of the SE1/4 Section 7; SW1/4 of the SW1/4 Section 8; Government Lot 4 Section 17 and Government Lot 1 Section 18, all in Township 41 South Range 6 East of the Willamette Meridian, Klamath County, Oregon.

SCHEDULE 2
(Title Exceptions)

1. Taxes assessed under Code No. 072 Account No. 74190 Map No. 4106-00000-01600
The 2021-2022 Taxes: A lien not yet due or payable.
2. The assessment roll and the tax roll disclose that the premises herein described were specially assessed as Forest Land. If the Land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five (5) or lesser number of years in which the land was subject to the special land use assessment.
3. Special Assessment disclosed by the Klamath tax rolls: For: Klamath Lake Grazing Fire Patrol.
4. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of Klamath River, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Klamath River.

All matters arising from any shifting in the course of Klamath River including but not limited to accretion, reliction and avulsion

5. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
6. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as reserved in instrument:
Recorded: September 16, 2004
Volume: M04, page 61863
7. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: General Public
Recorded: August 7, 2007
Instrument No. 2007-013863
8. Effect of designation that any portion of the subject Land is within scenic waterway boundaries under Oregon Revised Statutes Chapter 390, as disclosed, in part, by notice or other instrument
Recorded: January 9, 2009
Instrument No. 2009-000259