



Oregon

Tina Kotek, Governor

Water Resources Department

North Mall Office Building

725 Summer St NE, Suite A

Salem, OR 97301

Phone 503 986-0900

Fax 503 986-0904

www.oregon.gov/owrd

March 31, 2026

VIA E-MAIL

Stoel Rives LLP
Joe C. Matteo
760 SW 9th Ave
Portland, OR 97205

Hampton Lumber Mills Inc.
Contact: Heath Curtiss
9600 SW Barnes Road, Suite 200
Portland, OR 97225

SUBJECT: Specific to General Industrial Notification – Certificates 64321 and 47568

Dear Hampton Lumber Mills Inc,

We have received your letter of March 19, 2026, notifying the Department that Hampton Lumber Mills Inc. is changing from the specific industrial uses of Surface water under Certificates 64321 and 47568 to general industrial uses.

Any general use (new use) of water will continue to occur within the property of the original water right, and the quantity of water used for general industrial purposes will not be greater than the rates and volumes allowed under the original water rights.

The requirements for making the change are established under ORS 540.520(9) and OAR 690-380-2340. Your letter appears to include all of the information required under the statutes and rules. We will file your notifications in our water right records.

Current statutes and rules do not include a process for Department review and approval of notifications of specific to general industrial changes. Any issues associated with eligibility and compliance will be addressed by the Watermaster during normal distribution and regulation activities.

Please do not hesitate to contact me at 503-986-0892 or Joan.M.Smith@water.oregon.gov if I may be of assistance.

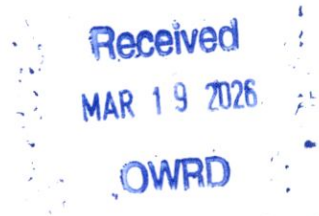
Sincerely,

Joan M. Smith

Joan M. Smith
Transfer Specialist
Transfer and Conservation Section

cc: Joel Plahn, District 22 Watermaster (via e-mail)

Request Filed March 19, 2026					
Certificate	CFS/Total	AF/Total	TYPE	Source	Previous USE
64321	0.19 CFS	-	Surface	Willamina Creek. trib to South Yamhill River	Manufacturing and Fire Protection
47568	0.98 CFS	-	Surface	Willamina Creek. trib to South Yamhill River	Log deck sprinkling, manufacturing at mill and maintenance of fire protection equipment



Joe C. Matteo
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205
D. 503.294.9542
joe.matteo@stoel.com

March 18, 2026

VIA EMAIL AND OVERNIGHT UPS, SIGNATURE REQUIRED

Lisa Jaramillo
Transfer and Conservation Section Manager
725 Summer St NE, Suite A
Salem, OR 97301
Email: lisa.j.jaramillo@water.oregon.gov

Re: Notice of specific-to-general industrial water use change pursuant to ORS 540.520(10) (Certificate Nos. 64321 and 47568)

Dear Ms. Jaramillo:

Our firm represents Hampton Lumber Mills, Inc. (“**Hampton**”). Hampton¹ is the owner of Water Right Certificate Nos. 64321 and 47568 (the “**Certificates**”).

Table 1 summarizes the authorized uses specified in the Certificates.

TABLE 1	
Certificate No.	Authorized Use Specified in Certificate
64321	Fire protection and manufacturing
47568	Sprinkling, manufacturing, and maintenance of fire protection equipment

Hampton plans to use water for industrial uses that may not fall strictly within definitions of fire protection, sprinkling, manufacturing, and maintenance of fire protection equipment. In particular, Hampton intends to use water appropriated under the Certificates for operation and maintenance of the industrial site, facilities, and buildings; drinking water at the industrial site; fire protection; washing equipment and vehicles used in association with industrial activities; irrigation and landscape maintenance of not more than one-half acre; and other uses that fall within the definition of “industrial use,” as defined in OAR 690-300-0010(25).

¹ The Certificates were previously associated with Willamina Lumber Company. On May 20, 1999, Willamina Lumber Company changed its name to Hampton Lumber Mills, Inc. Ownership update forms for the Certificates are being submitted to the Department in parallel with this notice.

Thus, Hampton submits this notice regarding its intent to change the authorized, specific industrial uses shown in Table 1 for each Certificate to general industrial water use, as that term is defined at OAR 690-300-0010(25). This notice is required under ORS 540.520(10)(c) and OAR 690-380-2340(3).

The applicable statute and administrative rules set forth three requirements for a specific-to-general industrial use change. The first requirement is that “[t]he quantity of water used for the general industrial use is not greater than the rate allowed in the original water right and not greater than the quantity of water diverted to satisfy the authorized specific use under the original water right.” ORS 540.520(10)(a). Hampton will change neither the quantity of water used nor the quantity diverted as a result of the specific-to-general industrial use change. Thus, the change meets the requirement of no increased water use or diversion.

The second requirement is that “[t]he location where the water is to be used for general industrial use was owned by the holder of the original water right at the time the water right permit was issued.” ORS 540.520(10)(b). The water right permits at issue include Permit No. S-44808 (issued May 21, 1980, and development of which resulted in the issuance of Certificate No. 64321) and Permit No. S-13481 (issued April 7, 1939, and following the final order approving Transfer No. 3147 on August 13, 1976, the development of which resulted in the issuance of Certificate No. 47568). At the time Permit No. S-44808 was issued, it was held by Willamina Lumber Company.

Hampton intends to use water on the real property described in the following deeds Bk. 153, Pg. 211 (describing land within tax lot R6701 00800), Bk. 155, Pg. 391 (describing land within tax lot R6702 00100), Bk. 81, Pg. 56 (describing land within tax lot R6701 00900), and Bk. 95, Pg. 1862 (describing land within tax lot R6701 00400), as shown on the enclosed Exhibit A (depicting the Place of Use (“**POU**”) shown on the Oregon Water Resources Department (“**OWRD**” or **Department**”) Water Rights Mapping Tool for Certificate No. 64321) and Exhibit B (depicting the POUs shown on the OWRD Water Rights Mapping Tool for Certificate 47568).

As evidenced by the deeds enclosed as Exhibit C, Willamina Lumber Company and Spirit Mt. Timber Company (which merged into Willamina Lumber Company on April 3, 1975, as evidenced by the Oregon Department of Commerce Corporation Division documents included in Exhibit C) owned all of the real property on which Hampton intends to use water under Certificate No. 64321. Thus, with respect to Certificate No. 64321, the second requirement is satisfied because the location where the water will be used for general industrial use was owned by the holder of the original water right (*i.e.*, Willamina Lumber Company) at the time the relevant water right permit was issued (*i.e.*, May 21, 1980).

With respect to Certificate No. 47568, Permit No. S-13481, W.C. Tremblay filed application S-17805 on February 9, 1939, and Permit No. S-13481 was issued on April 7, 1939. As depicted on Exhibit D, W.C. Tremblay (W.C. Tremblay also appears in the record as William C. Tremblay, for simplicity, this notice uses “W.C. Tremblay”) acquired Tracts 14, 15, and 18 of

the 1908 Clay Company Subdivision² shortly thereafter (April 22, 1939, and December 5, 1939). Furthermore, as shown in Exhibit D, the final proof map depicts a log pond, mill, and related infrastructure within and within the vicinity of the property that W.C. Tremblay acquired shortly after Permit No. S-13481 was issued. Although the locations of the log pond, mill, and related infrastructure in the final proof survey do not perfectly align with the location of the tracts owned by W.C. Tremblay in 1939, those tracts are described by reference to a 1908 subdivision plat that is over 100 years old. Accordingly, given the time that has passed since 1908, ascertaining the precise overlap between the tracts acquired by W.C. Tremblay and the location of the log pond, mill, and related infrastructure is not feasible. For example, as depicted on Exhibit D, the course of the Willamina River appears to have shifted from its location at the time the 1908 subdivision map was produced. In short, it appears the permit holder obtained an interest in the land where water was used historically around the time Permit S-13481 was issued. While the permit holder appears to have acquired Tracts 14, 15, and 18 shortly after the permit was issued, we would infer that the permit holder planned or had already begun to acquire (e.g., via an installment purchase agreement) the real property associated with the log pond, mill, and related infrastructure depicted in the final proof survey.

On August 13, 1976, Transfer No. 3147 was approved, which resulted in the cancellation of Certificate No. 14634 issued to W.C. Tremblay in connection with Permit No. 13481. Given the cancellation of the original certificate issued in connection with Permit No. 13481, evaluating the ownership of the place where Hampton intends to use water for general industrial use at the time the T-3147 was approved is appropriate for purposes of meeting the requirements in ORS 540.520(10)(b).

As evidenced by the deeds in Exhibit C, Willamina Lumber Company³, the applicant in Transfer No. 3147, owned the real property depicted in Exhibits A and B at the time the final order approving Transfer No. 3147 was issued (August 13, 1976). Accordingly, the requirement in ORS 540.520(10)(b) is sufficiently met with respect to Certificate No. 47568.

The third requirement involves providing specified information to the Department. OAR 690-380-2340(3). We provide the required information below:

- a) The name and mailing address of the person using water under the water right:

Hampton Lumber Mills, Inc.
Contact: Heath Curtiss

² Note that the Clay Company Subdivision Plat is included as a layer in the maps for Exhibits A, B, and D and is depicted in red.

³ As noted above, although in Book 155, Page 391 the real property was conveyed to Spirit Mt. Timber Company, Spirit Mt. Timber Company merged into Willamina Lumber Company on April 3, 1975 (before the final order approving Transfer No. 3147 was issued).

9600 SW Barnes Road, Suite 200
Portland, OR 97225

- b) The water right certificate numbers: 64321 and 47568.
- c) Description of the location of the industrial facility owned by the holder of the original water right at the time the water right permit was issued:

Certificate 64321: Willamina Lumber Company's mill facility was located within the places of use described in Permit No. S-44808. The place of use described in that application/permit are as follows:

- Lot 1 (NE1/4, NW1/4) of Section 1, Township 6S, Range 7W.

Certificate 47568: W.C. Tremblay's log pond, mill, and related infrastructure were located within places of use described in Permit No. 13481. The place of use described in that application/permit are as follows:

- SW1/4 of NW1/4 of Section 1, Township 6S, Range 7W.

Certificate 47568: Following Transfer No. 3147, Willamina Lumber Company's mill facility was located within the places of use described in Certificate No. 47568. The place of use described in that certificate are as follows:⁴

- Log Deck Lot 1 (NE1/4 NW1/4), Section 1.
- Log Deck NE1/4 NW1/4 and Log Deck NW1/4 NW1/4 both as projected within Lamson DLC 38, Section 1.
- Log Deck, Mill Use & Maintenance of Fire Protection Equipment Lot 2 (SW1/4 NW1/4), Section 1.
- Log Deck NE1/4 NE1/4 as projected within Lamson DLC 38, Section 2

- d) The quantity of water diverted to satisfy the authorized specific use under the original water right:
- **Certificate No. 64321:** 0.2 cfs, being 0.19 cfs for manufacturing and 0.01 for fire protection.

⁴ All of these places of use are within Township 6S, Range 7W.

Ms. Lisa Jaramillo
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Page 5

- **Certificate No. 47568:** 0.98 cfs, being 0.77 cfs for sprinkling, 0.20 cfs for manufacturing, and 0.01 cfs for maintenance of fire protection equipment.

- e) A description of the general industrial use to be made of the water after the change:

Operation and maintenance of the industrial site, facilities, and buildings; drinking water at the industrial site; fire protection; washing equipment and vehicles used in association with industrial activities; irrigation and landscape maintenance of not more than one-half acre; and other uses that fall within the definition of "industrial use," as defined in OAR 690-300-0010(25).

Please do not hesitate to call me at (503) 294-9529 if you have any questions regarding this matter.

Very truly yours,

A handwritten signature in blue ink that reads "Joe Matteo". The signature is fluid and cursive, with the first name "Joe" and last name "Matteo" clearly distinguishable.

Joe C. Matteo

cc: Client
David E. Filippi, Stoel Rives LLP

Exhibit A

See Attached

Water Right Certificate 64321

SEC. 36

W.M., T. 5S, R. 7W

W.M., T. 6S, R. 7W

SEC. 02

SEC. 01

Place of Use (per OWRD Water Rights Mapping Tool)



Certificate 64321 MAY 21, 1980 - DATE PERMIT 44808 ISSUED

Deeds



Bk. 153, Pg. 211 MAY 20, 1947 - WILLAMINA LUMBER CO.



Bk. 155, Pg. 391 NOV. 23, 1949 - SPIRIT MT. TIMBER CO.



Bk. 81, Pg. 56 MAY 2, 1970 - WILLAMINA LUMBER CO.



Bk. 95, Pg. 1862 AUG. 13, 1973 - WILLAMINA LUMBER CO.

Clay Company Subdivision Rights of Way



Excluded from Subdivision Tracts



Included in Subdivision Tracts

0 500 1,000 Feet



This map is for illustrative purposes only and is based exclusively on a desktop review of publicly available resources. This map is not intended to make any representations as to the legal extent or validity of any property interests depicted on this map.

Exhibit B

See Attached

Water Right Certificate 47568

SEC. 36

W.M., T. 5S, R. 7W

W.M., T. 6S, R. 7W

SEC. 02

SEC. 01

Place of Use (per OWRD Water Rights Mapping Tool)



Certificate 47568 AUG. 13, 1976 - TRANSFER T-3147 APPROVED

Deeds

- Bk. 155, Pg. 391 NOV. 23, 1949 - SPIRIT MT. TIMBER CO.
- Bk. 81, Pg. 56 MAY 2, 1970 - WILLAMINA LUMBER CO.
- Bk. 95, Pg. 1862 AUG. 13, 1973 - WILLAMINA LUMBER CO.

Clay Company Subdivision Rights of Way



Excluded from Subdivision Tracts



Included in Subdivision Tracts

0 500 1,000 Feet



This map is for illustrative purposes only and is based exclusively on a desktop review of publicly available resources. This map is not intended to make any representations as to the legal extent or validity of any property interests depicted on this map.

Exhibit C

See Attached

STATE OF OREGON }
COUNTY OF YAMHILL } ss.

ACKNOWLEDGMENT

ON THIS 18TH DAY OF APRIL A. D. 1939, PERSONALLY CAME BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN-NAMED JOHN BERRY, AN UNMARRIED MAN, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY FOR THE USES AND PURPOSES THEREIN NAMED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 18TH DAY OF APRIL, A. D. 1939.

(NOTARY SEAL)

M. H. KENDALL

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES AUG. 3, 1940

FILED APRIL 24, 1939 AT 10:48 A. M.
JOHN HERRING, JR., COUNTY CLERK
BY EVA H. DEBOLT, DEPUTY

RECORDED BY Sigrid Heinonen DEPUTY

115/310

(1684)

NELLIE STONE, ET VIR TO WILLIAM C. TREMBLAY

WARRANTY DEED

THIS INDENTURE WITNESSETH, THAT NELLIE STONE AND JOHN STONE, HER HUSBAND FOR THE CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS TO THEM PAID, HAS BARGAINED AND SOLD AND BY THESE PRESENTS DO BARGAIN, SELL AND CONVEY UNTO WILLIAM C. TREMBLAY THE FOLLOWING DESCRIBED PREMISES, TO-WIT:

TRACT NUMBERED (14) FOURTEEN AND (15) FIFTEEN OF THE CLAY COMPANY SUBDIVISION AS SHOWN BY THE PLAT THEREOF RECORDED IN BOOK TWO (2) ON PAGE (17) SEVENTEEN RECORDS OF PLATS OF YAMHILL COUNTY, OREGON SAID RECORDS BEING IN THE COUNTY COURTHOUSE OF YAMHILL COUNTY, IN MCMINNVILLE, OREGON. ALL THE SAID PROPERTY BEING IN THE COUNTY OF YAMHILL, STATE OF OREGON AND LOCATED NEAR THE CITY OF WILLIAMINA, OREGON TO HAVE AND TO HOLD THE SAID PREMISES, WITH THEIR APPURTENANCES, UNTO THE SAID WILLIAM C. TREMBLAY HIS HEIRS AND ASSIGNS FOREVER. AND THE SAID NELLIE STONE AND JOHN STONE DO HEREBY COVENANT TO AND WITH THE SAID WILLIAM C. TREMBLAY HIS HEIRS AND ASSIGNS THAT THEY THE OWNERS IN FEE SIMPLE OF SAID PREMISES; THAT SAID PREMISES ARE FREE FROM ALL ENCUMBRANCES AND THAT THEY WILL WARRANT AND DEFEND THE SAME FROM ALL LAWFUL CLAIMS WHATSOEVER.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET HANDS AND SEALS THIS 22ND DAY OF APRIL, A. D. 1939.

DONE IN PRESENCE OF:

ANDREW HANSEN

\$.50 REVENUE
STAMP CANCELLED

NELLIE STONE

(SEAL)

JOHN STONE

(SEAL)

STATE OF OREGON }
COUNTY OF MULTNOMAH } ss.

ON THIS, THE 22ND DAY OF APRIL, 1939, PERSONALLY CAME BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED JOHN STONE AND NELLIE STONE HIS WIFE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS DESCRIBED IN, AND WHO EXECUTED THE WITHIN INSTRUMENT, AND WHO EACH PERSONALLY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN NAMED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

(NOTARY SEAL)

ANDREW HANSEN

NOTARY PUBLIC FOR OREGON.
MY COMMISSION EXPIRES NOV. 19, 1939.

FILED APRIL 24, 1939 AT 11:20 A. M.
JOHN HERRING, JR., COUNTY CLERK
BY EVA H. DEBOLT, DEPUTY

RECORDED BY Sigrid Heinonen DEPUTY

(1685)

PETER T. PETERSEN TO ANDREW C. & MARY IRENE PETERSEN

WARRANTY DEED

THIS INDENTURE WITNESSETH, THAT PETER T. PETERSEN, WIDOWER, FOR THE CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS TO HIM PAID, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES BARGAIN, SELL AND CONVEY UNTO ANDREW C. PETERSEN AND MARY IRENE PETERSEN, HUSBAND AND WIFE, THE FOLLOWING DESCRIBED PREMISES, TO-WIT:

A PART OF LOT 8 IN BAKER'S SUBDIVISION OF A PORTION OF THE EAST HALF OF THE DONATION LAND CLAIM OF JOHN G. BAKER AND CATHERINE BAKER, HIS WIFE, IN TOWNSHIP 4 SOUTH OF RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, SAID LOT 8 BEING DESIGNATED UPON THE DULY RECORDED PLAT OF SAID BAKER'S SUBDIVISION NOW ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID YAMHILL COUNTY, OREGON, SAID PART BEING PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID LOT 8, 100 FEET; THENCE WEST 120 FEET; THENCE SOUTH 100 FEET TO SOUTH BOUNDARY OF SAID LOT 8; THENCE EAST ALONG SOUTH BOUNDARY OF SAID LOT 8, 120 FEET TO THE PLACE OF BEGINNING.

TO HAVE AND TO HOLD THE SAID PREMISES, WITH THEIR APPURTENANCES, UNTO THE SAID ANDREW C. PETERSEN AND MARY IRENE PETERSEN, THEIR HEIRS AND ASSIGNS FOREVER.

AND THE SAID GRANTOR DOES HEREBY COVENANT TO AND WITH THE SAID GRANTEES, THEIR HEIRS AND ASSIGNS, THAT HE IS THE OWNER IN FEE SIMPLE OF SAID PREMISES; THAT THEY ARE FREE FROM ALL INCUMBRANCES, AND THAT HE WILL WARRANT AND DEFEND THE SAME FROM ALL LAWFUL CLAIMS WHATSOEVER.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS 21ST DAY OF APRIL, A. D. 1939.

DONE IN THE PRESENCE OF

\$.50 REVENUE
STAMP CANCELLED

PETER T. PETERSEN

(SEAL)

STATE OF OREGON }
COUNTY OF YAMHILL } ss.

ACKNOWLEDGMENT

ON THIS 21ST DAY OF APRIL, A. D. 1939, PERSONALLY CAME BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN-NAMED PETER T. PETERSEN, WIDOWER, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY FOR THE USES AND PURPOSES THEREIN NAMED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 21ST DAY OF APRIL, A. D. 1939.

(NOTARY SEAL)

LOYD W. CROW

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 10/22/39

FILED APRIL 24, 1939 AT 11:25 A. M.
JOHN HERRING, JR., COUNTY CLERK
BY EVA H. DEBOLT, DEPUTY

RECORDED BY Sigrid Heinonen DEPUTY

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

(NOTARY SEAL)

J. H. CARPENTER
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES FEBRUARY 28, 1942

FILED DEC. 5 1939 AT 9:58 A. M.
JOHN HERRING, JR., COUNTY CLERK
BY EVA H. DEBOLT, DEPUTY

RECORDED BY L. E. Salyer DEPUTY

(5008)

ANDREW SMITH TO LESLIE R. SMITH

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, THAT ANDREW SMITH, A SINGLE MAN FOR THE CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS TO HIM PAID, HAS BARGAINED, SOLD AND QUIT CLAIMED, AND BY THESE PRESENTS DOES BARGAIN, SELL AND QUIT CLAIM UNTO LESLIE R. SMITH THE FOLLOWING DESCRIBED PREMISES, TO-WIT:

ALL HIS UNDIVIDED INTEREST IN AND TO LOTS SEVEN (7) AND TWO (2) IN BLOCK NO. THREE (3) OF THE ORIGINAL TOWN NOW CITY OF WILLAMINA, YAMHILL COUNTY, STATE OF OREGON.

TO HAVE AND TO HOLD THE SAID PREMISES, WITH THEIR APPURTENANCES, UNTO THE SAID LESLIE R. SMITH, HIS HEIRS AND ASSIGNS FOREVER.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS ____ DAY OF ____ A. D. 1939.

ANDREW SMITH

(SEAL)

DONE IN THE PRESENCE OF

ACKNOWLEDGMENT

STATE OF CALIF.

COUNTY OF KERN

) ss

ON THIS THE 18TH DAY OF MAY A. D. 1939, PERSONALLY CAME BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, THE WITHIN-NAMED ANDREW SMITH AND ____ HIS WIFE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY FOR THE USES AND PURPOSES THEREIN NAMED.

WITNESS MY HAND THIS THE 16TH DAY OF MAY A. D. 1939.

(NOTARY SEAL)

C. F. KEMP

FILED DEC. 5 1939 AT 10:00 A. M.
JOHN HERRING, JR., COUNTY CLERK
BY EVA H. DEBOLT, DEPUTY

RECORDED BY L. E. Salyer DEPUTY

(5009)

ORLANDO L. SMITH ET UX TO ARCHIE LEON SMITH

WARRANTY DEED

THIS INDENTURE WITNESSETH, THAT WE, ORLANDO L. SMITH AND EFFIE SMITH, HUSBAND AND WIFE, FOR THE CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS TO US PAID, HAVE BARGAINED AND SOLD BY THESE PRESENTS DO BARGAIN, SELL AND CONVEY UNTO ARCHIE LEON SMITH THE FOLLOWING DESCRIBED PREMISES TO-WIT:

ALL OUR ESTATE, RIGHT, TITLE AND INTEREST IN AND TO LOTS NOS. TWO, SIX AND SEVEN IN BLOCK THREE, ALSO A STRIP 12 FEET 2 INCHES WIDE OFF AND FROM THE EAST SIDE OF LOT THREE; ALSO A STRIP OF LAND OFF THE SOUTH END OF LOT THREE, 7 FEET 4 INCHES WIDE, RUNNING NORTH AND SOUTH AND 40 FEET EAST AND WEST, LYING SOUTH OF THE PIECE SOLD TO JOSEPH KLEINDINST, ALL LINES TO RUN PARALLEL WITH BLOCK LINES AND LOT LINES AND ALL SITUATED IN BLOCK THREE OF THE ORIGINAL TOWN NOW CITY OF WILLAMINA, YAMHILL COUNTY, OREGON, ACCORDING TO THE DULY RECORDED MAP AND PLAT THEREOF, SAVE AND EXCEPTING THAT PART OF THE ABOVE DESCRIBED PREMISES HERETOFORE DEEDED TO ODA LINTON BY VIRTUE OF A DEED DATED THE 31ST DAY OF AUGUST 1931 AND RECORDED ON THE 17TH DAY OF OCTOBER 1931 IN BOOK 106 ON PAGE 55, RECORD OF DEEDS FOR YAMHILL COUNTY, OREGON.

TO HAVE AND TO HOLD THE ABOVE DESCRIBED AND GRANTED PREMISES WITH THE TENEMENTS, APPURTENANCES AND HEREDITAMENTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, UNTO THE SAID ARCHIE LEON SMITH, HIS HEIRS AND ASSIGNS FOREVER. AND THE SAID ORLANDO L. SMITH AND EFFIE SMITH DO HEREBY CONVEYANT TO AND WITH THE SAID GRANTEE, HIS HEIRS AND ASSIGNS, THAT THEY ARE THE OWNERS IN FEE SIMPLE OF SAID PREMISES; THAT THEY ARE FREE OF ALL INCUMBRANCES, AND THAT THEY WILL WARRANT AND DEFEND THE SAME FROM ALL LAWFUL CLAIMS WHATSOEVER.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 3RD DAY OF NOVEMBER A. D. 1939.

ORLANDO L. SMITH

(SEAL)

EFFIE SMITH

(SEAL)

ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF CLOUD

) ss.

ON THIS 3RD DAY OF NOVEMBER A. D. 1939 PERSONALLY CAME BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED ORLANDO L. SMITH AND EFFIE SMITH, HUSBAND AND WIFE TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME PERSONALLY THAT THEY EXECUTED THE SAME FREELY FOR THE USES AND PURPOSES THEREIN NAMED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 3RD DAY OF NOVEMBER A. D. 1939.

(NOTARY SEAL)

HAROLD CHAMPLIN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 15TH 1940

FILED DEC. 5 1939 AT 10:02 A. M.
JOHN HERRING, JR., COUNTY CLERK
BY EVA H. DEBOLT, DEPUTY

RECORDED BY L. E. Salyer DEPUTY

116/159

(5010)

H. M. EDMISTON ET UX TO W. C. & ETHEL M. TREMBLAY

WARRANTY DEED

THIS INDENTURE WITNESSETH, THAT H. M. EDMISTON AND MAMIE EDMISTON, HUSBAND AND WIFE, FOR THE CONSIDERATION OF THE SUM OF ONE HUNDRED AND NO/100 DOLLARS TO THEM PAID, HAVE BARGAINED AND SOLD BY THESE PRESENTS DO BARGAIN, SELL AND CONVEY UNTO W. C. TREMBLAY AND ETHEL M. TREMBLAY, HUSBAND AND WIFE THE FOLLOWING DESCRIBED PREMISES TO-WIT:

ALL OF THE TRACT NUMBERED EIGHTEEN (18) OF THE CLAY COMPANY SUBDIVISION, SITUATE IN YAMHILL COUNTY, STATE OF OREGON.

TO HAVE AND TO HOLD THE ABOVE DESCRIBED AND GRANTED PREMISES WITH THE TENEMENTS, APPURTENANCES AND HEREDITAMENTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, UNTO THE SAID W. C. TREMBLAY AND ETHEL M. TREMBLAY, THEIR HEIRS AND ASSIGNS FOREVER. AND THE SAID GRANTORS DO HEREBY CONVEYANT TO AND WITH THE SAID GRANTEEES, THEIR HEIRS AND ASSIGNS, THAT THEY ARE THE OWNERS IN FEE SIMPLE OF SAID PREMISES; THAT THEY ARE FREE OF ALL INCUMBRANCES, AND THAT THEY WILL WARRANT AND DEFEND THE SAME FROM ALL LAWFUL CLAIMS WHATSOEVER, EXCEPTING LIENS, IF ANY, CREATED BY THE GRANTEEES.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS FIFTH DAY OF DECEMBER A. D. 1939.

H. M. EDMISTON
MAMIE EDMISTON



50¢ REVENUE STAMP CANCELLED.

ACKNOWLEDGEMENT

STATE OF OREGON,)
COUNTY OF YAMHILL) ss

ON THIS FIFTY DAY OF DECEMBER A. D. 1939 PERSONALLY CAME BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED H. M. EDMISTON AND MAMIE EDMISTON, HUSBAND AND WIFE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME PERSONALLY THAT THEY EXECUTED THE SAME FREELY FOR THE USES AND PURPOSES THEREIN NAMED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 5TH DAY OF DECEMBER A. D. 1939.

(NOTARY SEAL)

PAUL FUNDMAN
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES MARCH 15TH. 1940

FILED DEC. 5 1939 AT 11:00 A. M.
JOHN HERRING, JR., COUNTY CLERK
BY EVA H. DEBOLT, DEPUTY

RECORDED BY L. E. Salyer DEPUTY

(5025) DAISY HUDSON, TRUSTEE TO HUDSON INVESTMENT CO., A CORP. LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT DAISY HUDSON, TRUSTEE, UNMARRIED, IN CONSIDERATION OF TEN AND NO/100 DOLLARS, TO HER PAID BY HUDSON INVESTMENT CO., A CORPORATION, DOES BARGAIN AND SELL AND CONVEY UNTO SAID HUDSON INVESTMENT CO., A CORPORATION, ITS SUCCESSORS AND ASSIGNS, ALL THE FOLLOWING REAL PROPERTY, WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES, SITUATED IN THE CITY OF MCMINNVILLE COUNTY OF YAMHILL AND STATE OF OREGON, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

ALL OF LOT SIX (6) IN BLOCK EIGHT (8) IN THE ORIGINAL TOWN OF MCMINNVILLE, COUNTY OF YAMHILL, STATE OF OREGON, ACCORDING TO THE PLAT OF SURVEYS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SUBJECT TO THAT CERTAIN EASEMENT OF RECORD DATED JUNE 19, 1911, RECORDED AT PAGE 8, OF BOOK E OF BONDS AND CONTRACTS IN SAID RECORDER'S OFFICE.

TO HAVE AND TO HOLD, THE ABOVE DESCRIBED AND GRANTED PREMISES UNTO THE SAID HUDSON INVESTMENT CO., A CORPORATION, ITS SUCCESSORS AND ASSIGNS FOREVER.

AND THE GRANTOR ABOVE NAMED DOES COVENANT TO AND WITH THE ABOVE NAMED GRANTEE ITS SUCCESSORS AND ASSIGNS THAT SHE WILL, AND HER HEIRS, EXECUTORS, AND ADMINISTRATORS, SHALL WARRANT AND DEFEND THE ABOVE GRANTED PREMISES TO THE SAID HUDSON INVESTMENT CO., A CORPORATION, ITS SUCCESSORS AND ASSIGNS FOREVER, AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE GRANTOR.

WITNESS HER HAND AND SEAL THIS 10TH DAY OF OCTOBER, 1939.

DAISY HUDSON, TRUSTEE (SEAL)

EXECUTED IN THE PRESENCE OF

STATE OF OREGON,)
COUNTY OF MULTNOMAH,) ss

BE IT REMEMBERED, THAT ON THIS 10TH DAY OF OCTOBER A. D. 1939 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED DAISY HUDSON, TRUSTEE, UNMARRIED, WHO IS KNOWN TO ME TO BE THE IDENTICAL INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FREELY AND VOLUNTARILY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

(NOTARY SEAL)

JOHN K. CROWE
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES JUNE 19 1943

FILED DEC. 6 1939 AT 8:45 A. M.
JOHN HERRING, JR., COUNTY CLERK
BY EVA H. DEBOLT, DEPUTY

RECORDED BY L. E. Salyer DEPUTY

(5026) HUDSON INVESTMENT CO. A CORP. TO ROBERT A. HUDSON CORP. WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT HUDSON INVESTMENT CO., A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF OREGON IN CONSIDERATION OF TEN AND NO/100 DOLLARS, TO IT PAID BY ROBERT A. HUDSON DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY TO SAID ROBERT A. HUDSON, HIS HEIRS AND ASSIGNS FOREVER, THE FOLLOWING REAL PROPERTY, WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING, OR IN ANYWISE APPERTAINING; AND ALSO ALL THE ESTATE, RIGHT, TITLE AND INTEREST, AT LAW AND EQUITY, THEREIN AND THEREYO, SITUATED IN THE CITY OF MCMINNVILLE COUNTY OF YAMHILL, AND STATE OF OREGON, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

ALL OF LOT SIX (6) IN BLOCK EIGHT (8) IN THE ORIGINAL TOWN OF MCMINNVILLE, COUNTY OF YAMHILL, STATE OF OREGON, ACCORDING TO THE PLAT OF SURVEYS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SUBJECT TO THAT CERTAIN EASEMENT OF RECORD DATED JUNE 19, 1911, RECORDED AT PAGE 8, OF BOOK E OF BONDS AND CONTRACTS IN SAID RECORDER'S OFFICE.

TO HAVE AND TO HOLD THE SAME TO THE SAID ROBERT A. HUDSON, HIS HEIRS AND ASSIGNS FOREVER. AND THE SAID HUDSON INVESTMENT CO., A CORPORATION, DOES COVENANT WITH THE SAID ROBERT A. HUDSON AND HIS LEGAL REPRESENTATIVES FOREVER, THAT IT IS LAWFULLY SEIZED IN FEE SIMPLE OF THE ABOVE DESCRIBED AND GRANTED PREMISES, AND HAS A VALID RIGHT TO CONVEY SAME; THAT THE SAID REAL PROPERTY IS FREE FROM ALL INCUMBRANCES, EXCEPT MORTGAGE IN FAVOR OF THE OREGON MUTUAL LIFE INSURANCE COMPANY, AND TAXES WHICH ARE A LIEN AGAINST THE PROPERTY, AND THAT IT WILL, AND ITS SUCCESSORS SHALL WARRANT AND DEFEND THE SAME TO THE SAID GRANTEE, HIS HEIRS AND ASSIGNS FOREVER, AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER.

IN WITNESS WHEREOF, HUDSON INVESTMENT CO., A CORPORATION, PURSUANT TO A RESOLUTION OF ITS BOARD OF DIRECTORS, DULY AND LEGALLY ADOPTED, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND SECRETARY, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS 11TH DAY OF OCTOBER A. D. 1939.

(CORPORATE SEAL)

HUDSON INVESTMENT CO., A CORPORATION
BY ROBERT A. HUDSON, PRESIDENT

HUDSON INVESTMENT CO., A CORPORATION
BY ALBERT W. GENTNER, SECRETARY

50 ¢ REVENUE STAMP CANCELLED.

EXECUTED IN THE PRESENCE OF

This Indenture Witnesseth That Fred L. Bunn

and M. Estella Bunn

his wife, for the consideration of the sum of

Ten and No/100

DOLLARS,

to them paid, have bargained and sold, and by these presents do bargain, sell and convey unto

Willamina Lumber Company, an Oregon Corporation

the following described premises, to wit: Beginning at the Northwest corner of Block 4 of the plat of Valley View Addition to the City of Willamina, Yamhill County, Oregon, as the same is recorded in the office of the County Recorder in said County; thence S. 3 deg. 39' E., 132.90 feet to an iron rod; thence S. 1 deg. 10' E., 80.02 feet to an iron rod; thence S. 3 deg. 0' E., 342.48 feet to an iron rod; thence S. 12 deg. 12' W., 213.00 feet to an iron rod set at the Southwest corner of said Block 4; thence N. 85 deg. 23' W., 156.20 feet thence N. 14 deg. 00' E., 262.10 feet; thence N. 16 deg. 00' W., 371.62 feet; thence N. 7 deg. 15' W., 312.72 feet; thence N. 3 deg. 00' W., 116.44 feet; thence N. 44 deg. 00' E., 1120.66 feet to an iron rod; thence S. 58 deg. 13' E., 85.40 feet to an iron rod; thence S. 27 deg. 22' W., 245.57 feet to an iron rod; thence S. 44 deg. 29' W., 186.18 feet to an iron rod; thence S. 74 deg. 45' W., 144.30 feet to an iron rod; thence S. 50 deg. 43' W., 131.50 feet to an iron rod; thence S. 43 deg. 33' W., 33.30 feet to an iron rod; thence S. 51 deg. 25' W., 166.20 feet to an iron rod; thence S. 35 deg. 55' W., 103.60 feet to an iron rod; thence S. 7 deg. 44' W., 75.50 feet to an iron rod; thence S. 10 deg. 03' E., 108.47 feet to an iron rod; thence S. 23 deg. 41' E., 219.62 feet to an iron rod; thence S. 1 deg. 51' W., 100.81 feet to the place of beginning and containing 6.50 acres, more or less, Subject, however, to existing roads and rights of way. Also subject to rights of the owners of an under-ground water pipe line, extending over and across the above described property in an Easterly and Westerly direction.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said

Willamina, Lumber Company, an Oregon Corporation

heirs and assigns forever

and the said Fred L. Bunn and M. Estella Bunn do

hereby covenant to and with the said Willamina Lumber Company, an Oregon Corporation

heirs and assigns, that they are the owners in fee simple of said premises; that they are free from all encumbrances,

and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, We have hereunto set our hands and seal

this 20th

day of

May

A. D. 19 47

Done in the presence of

Fred L. Bunn (Seal)

M. Estella Bunn (Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF OREGON }
County of Yamhill ss.

On this 20th day of May, A. D. 1947, personally came before me, a
NOTARY PUBLIC in and for said County and State, the within-named
Fred L. Bunn

and M. Estella Bunn, his wife, to me personally known to be
the identical persons described in and who executed the within instrument, and acknowledged to me
that they executed the same freely for the uses and purposes therein named.

WITNESS my hand and Notarial Seal this

20th day of May, A. D. 1947

Notary Public for Oregon

(SEAL)

My Commission Expires Sept. 12, 1948.

20840

Warranty Deed

FROM

Fred L. Bunn and

M. Estella Bunn

TO

Williamina Lumber Co.

STATE OF OREGON }
County of Yamhill

I certify that the within instrument
was received and duly recorded by me
in Yamhill County Records, Book of

Deeds, Vol. 153 Page 212

on the 21

day of May, 1947

Recorder

Filed May 31, 1947

at 11:00 o'clock A. M.

Recorder

By

Deputy

Shirley M. Bunn

KNOW ALL MEN BY THESE PRESENTS, That IVAN A. DENT and OLEVIA R. DENT, husband and wife, in consideration of TEN and No/100. DOLLARS, and other valuable consideration to them paid by SPIRIT MT. TIMBER COMPANY, an Oregon Corporation, do hereby grant, bargain, sell and convey unto said SPIRIT MT. TIMBER COMPANY, an Oregon Corporation, and unto its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances situated in the County of Yamhill and State of Oregon, bounded and described as follows, to-wit:

This deed is intended to correct a mistake in the description of the land in the deed recorded April 8, 1900, in vol. 155, page 750, deed recorded for Yamhill County, State of Oregon.

Being a part of the Jeremiah Lamson D. L. C. Notification No. 6681, Claim No. 38 in Sections 1 and 2 in Township 6 South, Range 7 West of the Willamette Meridian in Yamhill County, Oregon, and beginning at a point in County Road 2271.6 feet East from the most Westerly Northwest corner of said Lamson Claim; thence East along said County Road 1114.1 feet to spike in center of small bridge over ditch; thence South 22° 45' East along average center of well defined ditch 351.1 feet to angle in ditch; thence South 14° 55' East following average center of said ditch 546.0 feet to iron pipe set in County survey #2394; thence South 66° 53' West along fence now there line of C. S. #2394, 1183.6 feet to set iron pipe for Southwest corner; thence North 12° 55' West 1350.5 feet to beginning and containing 29.25 acres more or less but subject to that part and portion thereof occupied by the County Road.

TO HAVE AND TO HOLD, the above described and granted premises unto the said SPIRIT MT. TIMBER COMPANY, an Oregon Corporation, its successors and assigns forever.

And IVAN A DENT and OLEVIA R. DENT, husband and wife, the grantors above named do covenant to and with the above named grantee, its successors and assigns that they are lawfully seized in fee simple of the above granted premises,

155-392
that the above granted premises are free from all encumbrances, excepting taxes due and payable after July 1, 1947. and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, excepting said taxes.

The grantee and its assigns promises and agrees to build, construct and maintain a drainage ditch along the entire South side of the lands hereinabove described, said drainage ditch to be not less than four feet deep and four feet wide, to keep normal drainage water off the property now owned by Del Lamson lying South of the lands herein conveyed and to build, construct and maintain a drainage ditch along the West side of said property herein conveyed, said ditch to be not less than two feet in depth and three feet wide and to be built, constructed and maintained so as to empty the normal drainage water in said ditch into the West end of the ditch running along the South side of said property; said drainage ditches to be maintained by the grantee and its assigns as long as it maintains a log pond or keeps water in such log pond on said premises.

The grantee and its assigns further promises and agrees to build and maintain a good fence along the East and South sides of the property herein conveyed, provided that the owners of the lands adjacent to said fences shall pay half of the cost of building and maintaining said fences; that the fence on the West side of the said property shall be sufficient to turn stock and shall be constructed of nine-line woven wire with one barbed wire above the woven wire; that said fences shall be sufficient

122 363

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to turn cattle.

WITNESS our hands and seals this 23 day of November,
1949.

Ivan A. Dent (SEAL)
Olevia R. Dent (SEAL)

STATE OF OREGON)
County of Yamhill) ss.

BE IT REMEMBERED, That on this 23rd day of November, 1949
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared the within named IVAN A.
DENT and OLEVIA R. DENT, husband and wife, who are known to
me to be the identical individuals described in and who executed
the within instrument and acknowledged to me that they executed
the same freely and voluntarily.

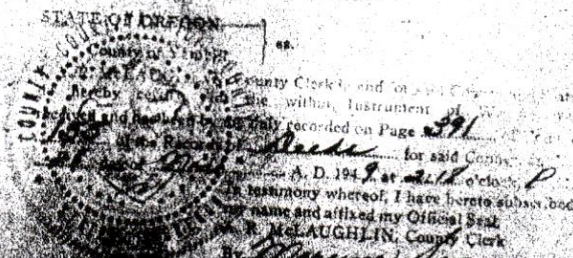
IN TESTIMONY WHEREOF, I have hereunto
set my hand and official seal the
day and year last above written.

Fred L. Bomer

NOTARY PUBLIC FOR OREGON
My Commission expires Aug. 14, 1953



22749





Department of Commerce Corporation Division

Certificate of Merger

The undersigned, as Corporation Commissioner of the State of Oregon, hereby certifies that duplicate originals of Articles of Merger duly signed and verified pursuant to the provisions of the Oregon **Business** Corporation Act, have been received in this office and are found to conform to law.

Accordingly, the undersigned, as such Corporation Commissioner, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger and attaches hereto a duplicate original of the Articles of Merger wherein **SPIRIT MT. TIMBER COMPANY**, an Oregon corporation, merged with and into **WILLAMINA LUMBER COMPANY**, also an Oregon corporation. The surviving corporation is **WILLAMINA LUMBER COMPANY**.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the seal of the Corporation Division of the Department of Commerce of the State of Oregon this

3rd day of April, 1975



Frank J. Healy
Corporation Commissioner

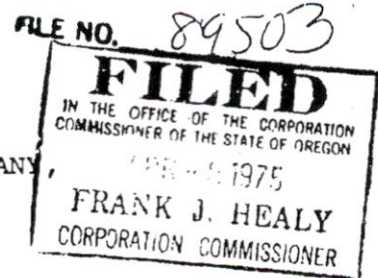
By

HAMPTON LUMBER MILLS, INC.



ZIMMER

ARTICLES OF MERGER
OF
SPIRIT MT. TIMBER COMPANY,
an Oregon corporation
INTO
WILLAMINA LUMBER COMPANY,
an Oregon corporation



Pursuant to the applicable provisions of the Oregon Business Corporation Act the undersigned corporations adopt the following articles of merger:

1. The Agreement and Plan of Merger approved and entered into by said corporations is attached hereto and by this reference is incorporated herein.

2. The number of shares of Spirit Mt. Timber Company outstanding at the time of the adoption of said Agreement and Plan of Merger was 500, and the number of shares entitled by law to vote thereon was 500. The number of shares voted for such adoption was 500, and the number of shares voted against such adoption was 0.

3. The number of shares of Willamina Lumber Company outstanding at the time of the adoption of said Agreement and Plan of Merger was 1,278, and the number of shares entitled by law to vote thereon was 1,278. The number of shares voted for such adoption was 1,188, and the number of shares voted against such adoption was 0.

DATED March 4, 1975.

SPIRIT MT. TIMBER COMPANY

By John C. Hampton
John C. Hampton, President

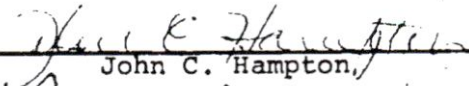
By Fred E. Wepfer
Fred Wepfer, Secretary

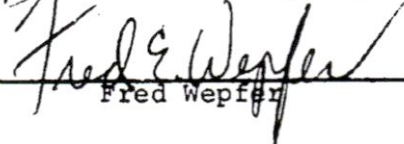
WILLAMINA LUMBER COMPANY

By John C. Hampton
John C. Hampton, President

By Fred E. Wepfer
Fred Wepfer, Secretary

We declare under the penalty of perjury that we have examined the foregoing Articles of Merger, and to the best of our knowledge and belief it is true, correct and complete.



John C. Hampton,


Fred Wepfer

AGREEMENT

AND

PLAN OF MERGER

The parties to this Agreement and Plan of Merger are SPIRIT MT. TIMBER COMPANY, an Oregon corporation (Spirit Mountain), and WILLAMINA LUMBER COMPANY, an Oregon corporation (Willamina). Spirit Mountain and Willamina are hereinafter sometimes called the Constituent Corporations.

The board of directors of each of the Constituent Corporations deems it advisable and generally to the welfare and advantage of each, and of the several and respective owners of their shares, to merge Spirit Mountain and Willamina pursuant to the Oregon Revised Statutes §§ 57.455 through 57.480. Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereby agree that Spirit Mountain shall be merged into Willamina, which shall be the surviving corporation (the "Surviving Corporation"), and the parties hereby adopt and agree to the following terms and conditions relating to the merger and the mode of carrying it into effect:

1. The corporation which shall survive the merger is WILLAMINA LUMBER COMPANY.

2. (a) Immediately after the execution and delivery of this Agreement by both parties, this Agreement shall be submitted to their respective shareholders for their adoption and approval at meetings to be held not later than March 31, 1975.

(b) If this Agreement is so approved and adopted by the holders of at least two-thirds of the outstanding shares of the capital stock of each of the Constituent Corporations, and if the merger is not thereafter abandoned pursuant to the provisions of paragraph 8 hereof, then Articles of Merger incorporating and otherwise containing provisions in harmony with this Agreement shall be executed in duplicate on behalf of each of the Constituent Corporations by its President and by its Secretary, shall be verified by one of the officers of each corporation signing the Articles, and shall be delivered for filing to the Corporation Commissioner of the State of Oregon.

3. The effects of the merger shall be as set forth in ORS 57.480. After the Effective Date, the last acting officers of Spirit Mountain or the corresponding officers of the Surviving Corporation may, in the name of Spirit Mountain, execute and deliver all such proper deeds, assignments, and other instruments and take all such further action as the Surviving Corporation may deem necessary or desirable to vest, perfect, or confirm in the Surviving Corporation title to and possession of all of the property, rights, privileges, immunities, powers and franchises of Spirit Mountain, and otherwise to carry out the purposes of this Agreement.

4. Each share of the outstanding common stock of SPIRIT MT. TIMBER COMPANY shall be converted into and exchanged for .124 shares of the common stock without par value of WILLAMINA LUMBER COMPANY. The following table sets forth the names of the shareholders of record of Spirit Mountain, the number of shares of Spirit Mountain stock held of record by

each, and the number of shares of Willamina common stock into which their shares of Spirit Mountain stock shall be converted upon the effectiveness of the merger:

<u>Spirit Mountain Shareholders</u>	<u>Spirit Mountain Shares</u>	<u>Willamina Shares to be Received</u>
John C. Hampton	250	31
Charles Hampton	<u>250</u>	<u>31</u>
Total	<u>500</u>	<u>62</u>

5. As soon as practicable after the Effective Date of this merger, each holder of an outstanding certificate representing shares of Spirit Mountain shall surrender the certificate to Willamina, and promptly thereafter Willamina shall deliver to him a certificate representing the number of shares of Willamina common stock shown opposite his name in paragraph 4.

6. Counsel for Willamina and Spirit Mountain, subject to the approval and direction of the boards of directors of the Constituent Corporations, shall agree upon the date and the time on which the Articles of Merger shall be delivered to the Corporation Commissioner of the State of Oregon for filing. Such submission for filing shall be made on or before March 31, 1975, (or such later date as may be approved by the boards of directors of both of the Constituent Corporations). The date of such delivery for filing is herein referred to as the "Filing Date."

7. This Agreement and the merger contemplated hereby shall become effective on the date and at the time the Certificate of Merger has been issued by the Corporation Commissioner of the State of Oregon pursuant to ORS 57.470. That time or that date is referred to herein as the "Effective Date."

8. The Constituent Corporations shall have the right to abandon the merger for any reason prior to the Filing Date. In the event the merger is abandoned, this Agreement shall become wholly void.

9. The Articles of Incorporation and Bylaws of Willamina shall continue as the Articles and Bylaws of the Surviving Corporation until amended as provided by law.

10. The following persons shall be the directors and officers of the Surviving Corporation until their respective successors are elected in accordance with the Bylaws of the Surviving Corporation:

<u>Name of Director and Officer</u>	<u>Office</u>
John C. Hampton	President
Charles M. Hampton	Vice-President
Lloyd Lewis	Vice-President
Fred Wepfer	Secretary-Treasurer
John C. Zalaha	

11. Whether or not the transactions contemplated hereby are consummated, Spirit Mountain and Willamina shall each pay its own costs and expenses incident to the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby.

12. At any time before or after approval and adoption by the respective shareholders of the Constituent Corporations this Agreement may be amended in matters of form or supplemented by additional agreements, articles or certificates, as may be determined in the judgment of the boards of directors

of the Constituent Corporations to be necessary, desirable or expedient to clarify the intentions of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the consummation hereof and the merger provided for herein.

13. This Agreement shall be interpreted under and enforced in accordance with the laws of the State of Oregon.

14. For the convenience of the parties and to facilitate filing, this Agreement may be executed in one or more counterparts, by one or both of the parties, all of which executed counterparts shall constitute the Agreement.

15. This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein or herein provided for.

DATED this 3rd day of February, 1975.

SPIRIT MT. TIMBER COMPANY

By John C. Huntington
President

By Fred E. Weyfer
Secretary

WILLAMINA LUMBER COMPANY

By John C. Huntington
President

By Fred E. Weyfer
Secretary

KNOW ALL MEN BY THESE PRESENTS, That HAMPTON TREE FARMS, INC., an Oregon corporation, bearing the name WILLAMINA LUMBER COMPANY until changed by Amendment of Articles on April 29, 1970, hereinafter called "Grantor," for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto WILLAMINA LUMBER COMPANY, an Oregon corporation organized May 1, 1970, hereinafter called "Grantee," and Grantee's successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Yamhill, and State of Oregon, as described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto the said Grantee and Grantee's successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, was stock of the Grantee given to the Grantor in exchange for the above mentioned property as a part of a divisive reorganization of the Grantor.

DONE by order of the Grantor's Board of Directors with its corporate seal affixed this 2 day of May, 1970.

HAMPTON TREE FARMS, INC.

By John C. Hampton, President

(CORPORATE SEAL)

By Glenn C. Maynard, Secretary

STATE OF OREGON

County of Multnomah

ss. May 2, 1970

Personally appeared JOHN C. HAMPTON and GLENN C. MAYNARD, who, being duly sworn, each for himself and not one for the other, did say that the former is the President and that the latter is the Secretary of HAMPTON TREE FARMS, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Mahn E. Doran
Notary Public for Oregon

My commission expires: May 15, 1971

EXHIBIT A

VOL. 81 PAGE 057

PROPERTY OF WILLAMINA LUMBER COMPANY

Described as: Tracts No. 1 through 19 inclusive
of Clay Company's Subdivision
in Yamhill County, Oregon

STATE OF OREGON,

County of Yamhill,

I, JACK BEELER, County Clerk of said County and State,
do hereby certify that the within Writing was
received and has been by me duly recorded on Page 552 of Volume
81 of the Records of said County, on the
17 day of September, A.D. 1924 at 11:40 o'clock, A.M.

In testimony whereof, I have hereunto subscribed
my name and affixed my Official Seal.
JACK BEELER, County Clerk

By _____ Deputy

Ret.
Hampton Tree Farms Inc
Terminal Sales Bldg.
Portland, Or. 97205

KNOW ALL MEN BY THESE PRESENTS that WILLAMINA CLAY PRODUCTS CO., INC., a corporation duly organized and existing under the laws of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto WILLAMINA LUMBER COMPANY, an Oregon corporation, hereinafter called Grantee, and grantee's successors and assigns, that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Yamhill and State of Oregon, described as follows, to-wit:

Beginning at an oak fence post 9.49 chains South and 2.50 chains West of the most Northerly Northerly Northwest corner of the William Branson Donation Land Claim, Notification #6703, Claim #50 in Section 36, Township 5 South, Range 7 West of the Willamette Meridian in Yamhill County, Oregon; thence South 79° West 7.00 chains, more or less, to the center of county road; thence North 64° West 6.33 chains more or less, to center of bridge; thence following down center of Willamina River to North line of that tract formerly owned by G. N. Jack; thence South 58 1/4° East, 10.00 chains, more or less, to said Jack's Northeast corner; thence North 2° West, 16 links; thence North 44° East, 19.91 chains, more or less, to the place of beginning.

ALSO: Beginning at a point 9.29 chains South of the Southwest corner of the S. P. Osborn Donation Land Claim, Notification #6679, Claim #61 in Section 36, Township 5 South, Range 7 West of the Willamette Meridian in Yamhill County, Oregon; thence North 27.42 chains, more or less, to the Northeast corner of that tract formerly owned by I. B. Gentry; thence West 16.05 chains, more or less, to the East boundary of J. Lamson Donation Land Claim; thence South 6 chains to the center of the Willamina Creek; thence down the center of said stream, the following bearings and distances, to-wit: South 40° East, 1.50 chains; South 23° East, 7.50 chains; South 5° West, 11.75 chains to the center of bridge across said Willamina Creek; thence South 64° East 6.33 chains to a stake in center of county road leading up the Willamina Creek; thence North 79° East 7.00 chains to the place of beginning;

TO HAVE AND TO HOLD the same unto the said grantee and grantee's successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's successors and assigns that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except easements and rights-of-way of record, and that grantor will

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warrant and forever defend the above granted 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 transfer, stated in terms of dollars, is \$19,800.00.

Done by order of the grantor's board of directors with its corporate seal affixed this 13th day of August, 1973.

WILLAMINA CLAY PRODUCTS CO., INC.

By

Gerald J. Edwards
President

STATE OF OREGON

County of Multnomah

ss.

Personally appeared Gerald J. Edwards, who, being duly sworn, did say that he is the president of Willamina Clay Products Co., Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be his voluntary act and deed.

BEFORE ME:

[Signature]
Notary Public for Oregon

My Commission expires: 7/24/76

STATE OF OREGON,

ss.

24225

County of Yamhill,

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within instrument of Writing was recorded in the County of Yamhill, Oregon, on this 13th day of August, A.D. 1973, at 10:00 o'clock, P.M. and that I have hereto subscribed my name and affixed my Official Seal.

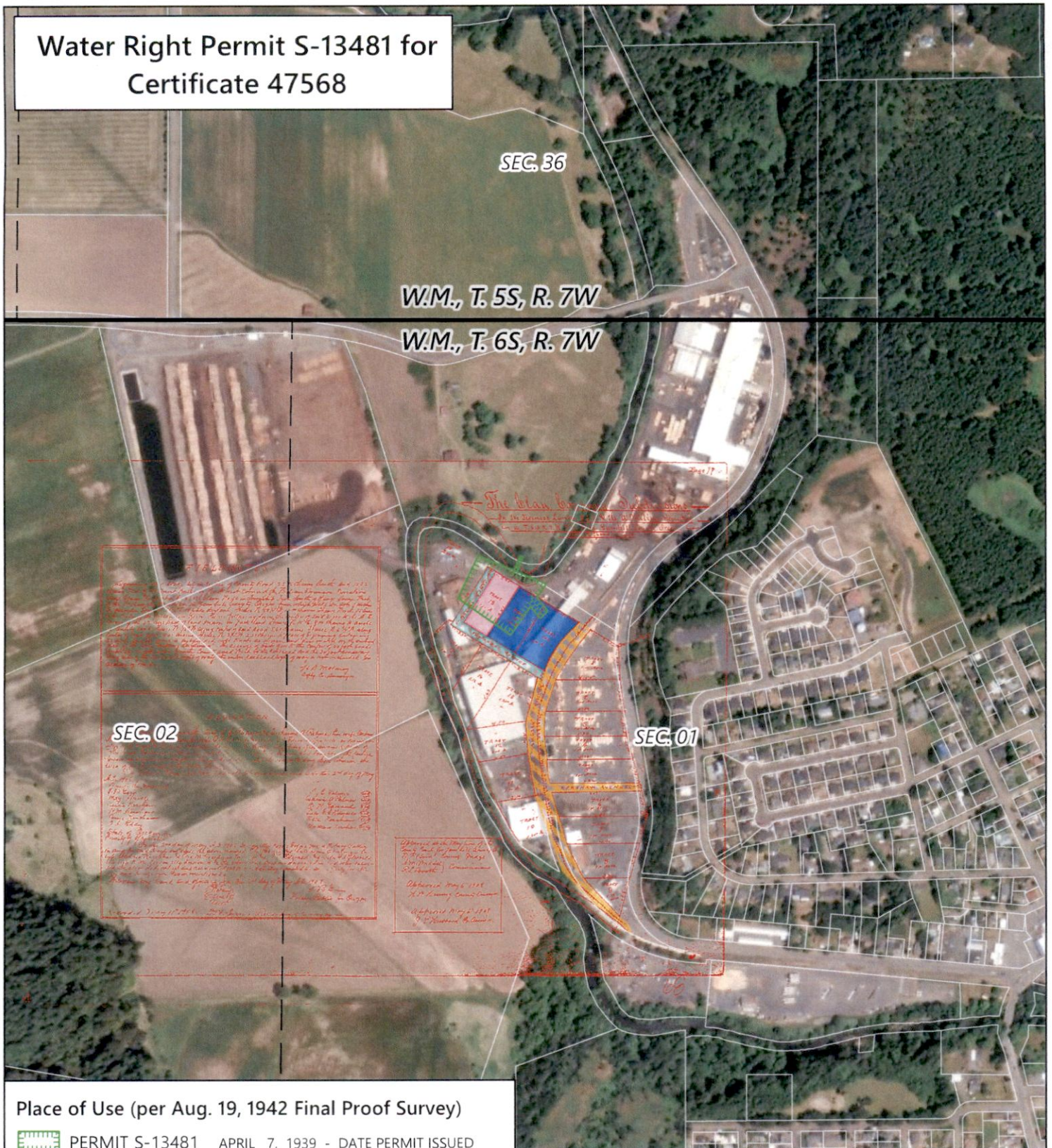
JACK BEELER, County Clerk

By [Signature] Deputy

Exhibit D

See Attached

Water Right Permit S-13481 for Certificate 47568



Place of Use (per Aug. 19, 1942 Final Proof Survey)

 PERMIT S-13481 APRIL 7, 1939 - DATE PERMIT ISSUED

Deeds

 Bk. 115, Pg. 310 APR. 22, 1939 - WILLIAM C. TREMBLAY

 Bk. 116, Pg. 159 DEC. 5, 1939 - W. C. & ETHEL M. TREMBLAY

Clay Company Subdivision Rights of Way

 Excluded from Subdivision Tracts

 Included in Subdivision Tracts

0 500 1,000 Feet



This map is for illustrative purposes only and is based exclusively on a desktop review of publicly available resources. This map is not intended to make any representations as to the legal extent or validity of any property interests depicted on this map.