



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Oregon State Office

P.O. Box 2965

Portland, OR 97208



**In Reply Refer to:**

9600 (OR-957)

MAR 21 2007

Memorandum

To: OR/WA Cadastral Surveyors

From: Chief, Branch of Geographic Sciences

Subject: Guidelines for Encroachment Reporting

Purpose:

The following guidelines are designed to ensure that all critical information is compiled when an encroachment is discovered during the course of a cadastral survey conducted by the Oregon State Office. This information will be forwarded to the land management agency for future action consideration.

Policy and Timeframe:

Effective immediately, all encroachments reports will be prepared with the following guidelines.

Background:

During the course of an official Cadastral Survey encroachments may be discovered. The details of this encroachment are often outlined in the cadastral survey record. However, additional information is often collected which may assist the land management agency in mitigation or encroachment resolution. As part of our involvement in total boundary management, this information should be prepared in a consistent format to assist those managers in whatever follow on actions they pursue.

Form and Content:

The following list is considered to be universally applicable for reporting encroachments for all Federal agencies and Indian lands within Oregon and Washington. Informal consultations were made with the USDA Forest Service, Pacific Northwest Region, the Washington Office Cadastral Section (WO-350), and the BIA, Northwest Region Superintendents. Additional information requested by the land management agency may also be included.

1. The encroachment report shall be prepared in a memorandum format and signed by the preparer.
2. The report shall be addressed to the Chief, Branch of Geographic Sciences
3. The report shall include the following:
  - Summary of issue:
    - i. Short narrative which defines the problem and it's effects
    - ii. How was encroachment discovered? What official action was being performed
    - iii. Nature of Encroachment - the current and future use of the Federal interest ground
  - Administrative Unit where encroachment occurred:
    - i. i.e., Central Oregon Resource Area, Prineville District
  - Group Number, Project Name, and CARS Number (if applicable)
  - Date of Discovery
  - Project Location
  - Legal Descriptions of the Federal interest land being encroached upon and the encroacher's land
  - Land Status
    - i. Date of Act, proclamation, Executive Order, or other authority reserving or withdrawing claimed land
    - ii. If acquired, how and when was the land acquired
    - iii. If Indian lands, dates and supporting data to show the chain of status through time, e.g. show when the land was in trust, fee, or back in trust, as the case may be
  - Date of recording data of deed or judgment. Adjoiner deeds if needed. Tax Assessor information, chain of title, past correspondence with landowner, etc. (may be tabulated in Index)
  - Owner of Record (Complete Name and Address) that is encroaching
  - Owner contacts, including permission to survey, and any subsequent contacts and the contents. Basis for claim if known.
  - Alternatives, mitigation, and recommendations. This may be in the form of a summary of what is known, areas of further research needed, and any caveat to the report the surveyor feels is necessary.
  - Attachments should be indexed and should include
    1. location diagram
    2. map of encroachment drawn to scale
    3. assessors map and master title plat
    4. true line diagram or official plat
    5. digital photographs or aerial photography
    6. Deeds and other supporting research such as administrative surveys
4. Report submitted by, name, title, date, and signature

Upon receipt of the report, it will be within the Branch Chief's discretion how the interested parties will be informed.

For further information, questions or comments, contact me at 503-808-6131.

*Mary J. M. Hartel*

Attachment

1 - Sample Encroachment report (57 pp)

# ENCROACHMENT REPORT

## PRINEVILLE DISTRICT BUREAU OF LAND MANAGEMENT

SW1/4 OF SE1/4, NE1/4 of SE1/4, OF SECTION 35,  
T. 6 S., R. 30 E., W.M.

David A. Schlaich, U.S. Forest Service  
Prepared By

08/03/2006  
Date

Project Name: Group 2128 Cadastral Survey

Date Discovered: 2005

Project Location: Section 35, T. 6 S., R. 30 E., W.M.

Legal Description: SW1/4 of SE1/4 of section 35 (A portion of tax lot 5900 Map 6S30) and NE1/4 of the SE1/4 of section 35 (A portion of tax lot 6000 Map 6S30) .

Land Status: Exchange Land (recorded 12/29/2000 R380-0682 Umatilla County Deed Records)

Owners Name: Kent and Celia Heady  
P.O. Box 2006  
Dale, Oregon 97880  
Phone: (541) 421-3321

Owner notified of encroachment: YES

How was Encroachment discovered: The encroachment was discovered by the BLM and verified during the subdivision survey of section 35, T. 6 S., R. 30 E., W.M. (Group 2128)

Nature of the conflict (include history, type of encroachment, etc.):

The encroachment in the SW1/4 of the SE1/4 consists of portions of a manufactured home, shed, fenced garden, two rock retaining walls, lawn, a fence, garden and recently cut timber. The encroachment in the NE1/4 of the SE1/4 consists of a fence and a portion of the driveway.

1983 Louisiana-Pacific Corp. Grants to Donald and Priscilla Shanafelt the E1/2NW1/4SE1/4, section 35 (tax lot 6001). Around this time Jerry McKague of Louisiana-Pacific surveyed this property using a compass and chain. No records of the survey remain.

1985 A manufactured home on the Shanafelt's property is added to the county tax rolls.

1996 Louisiana-Pacific Corp. conveys their lands in section 35 to Pioneer Resources L. L. C.

2000 Pioneer Resources L. L. C. exchanges their land in section 35 to the U.S.

2003 The Shanafelt's convey their property to Kent and Celia Heady

Attachment 1: Map of Encroachment

Attachment 2: Preliminary Map of Survey (Subject to Change)

Attachment 3: Assessor's Map 6S30

Attachment 4: Deed from Louisiana-Pacific Corp. to Shanafelt

Attachment 5: Umatilla County Account Records

Attachment 6: Deed from Louisiana-Pacific Corp. to Pioneer Resources L. L. C.

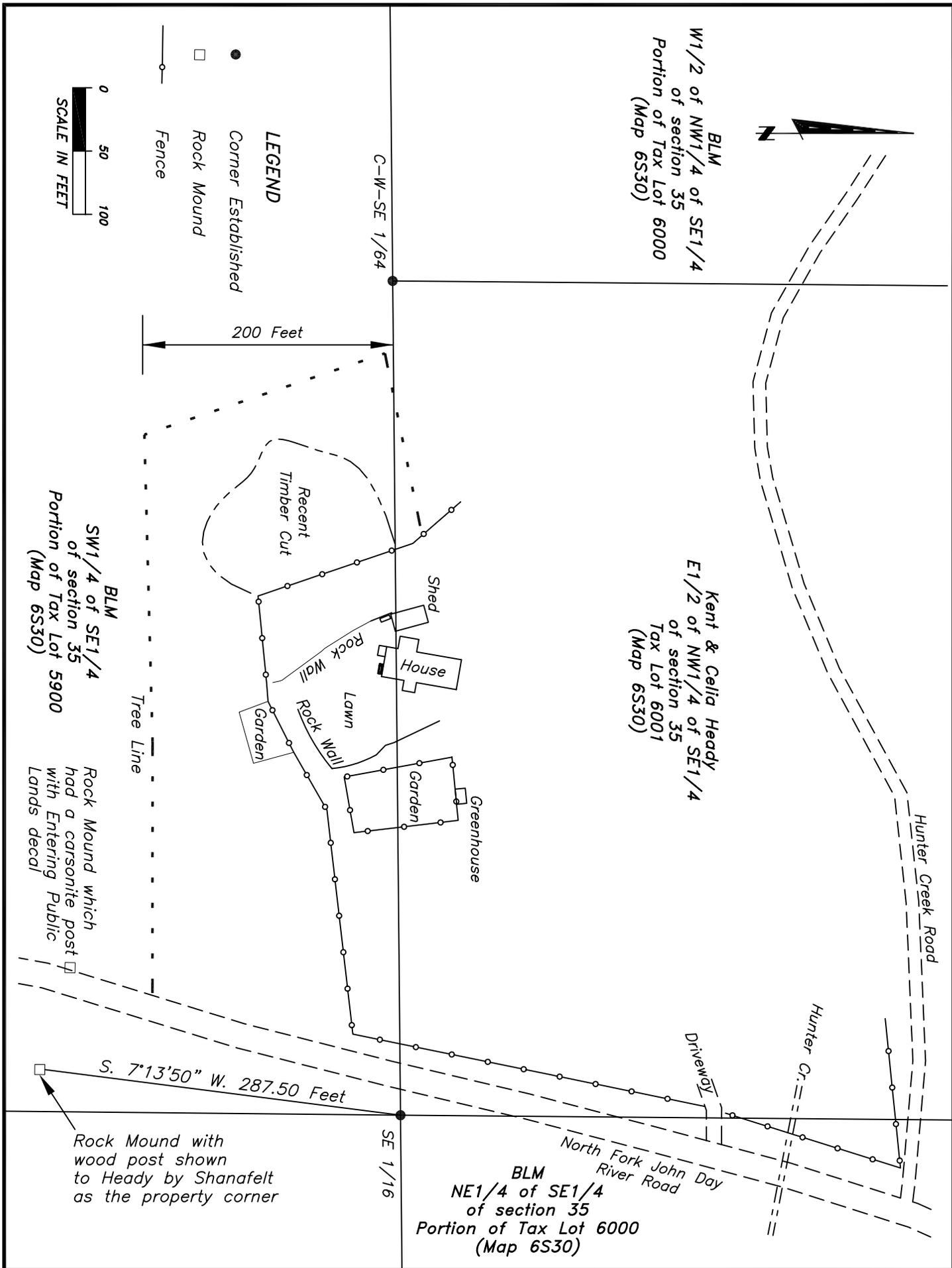
Attachment 7: Deed from Pioneer Resources L. L. C.. to U. S.

Attachment 8: Deed from Shanafelt to Heady

Report Submitted By: David A. Schlaich Title: Land Surveyor, U.S. Forest Service Date: 08/03/2006

/s/ David A. Schlaich  
signature

LS: Oregon 2308



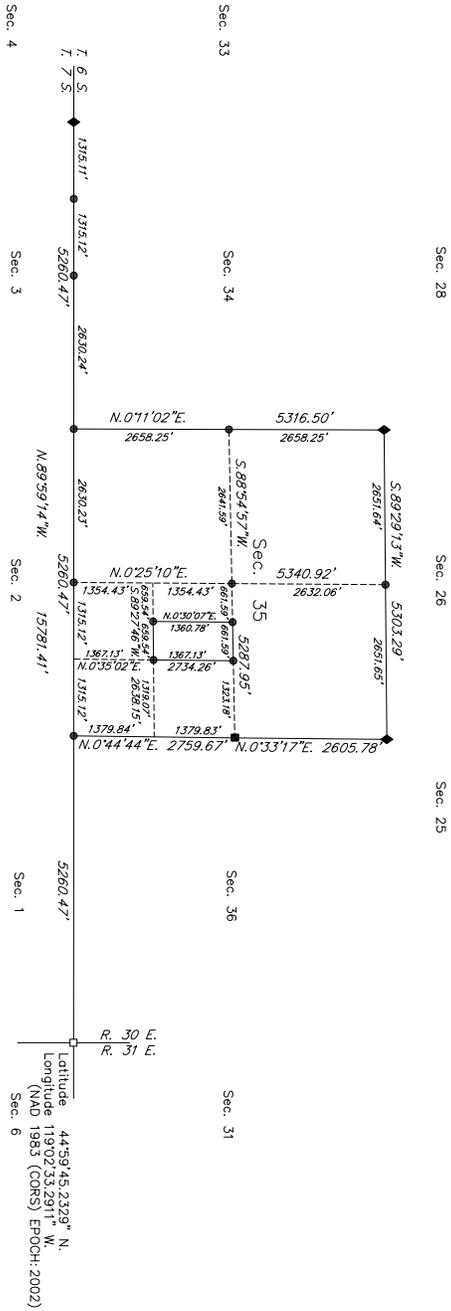
TOWNSHIP 6 SOUTH, RANGE 30 EAST, OF THE WILLAMETTE MERIDIAN, OREGON

DEPENDENT RESURVEY AND SUBDIVISION OF SECTION

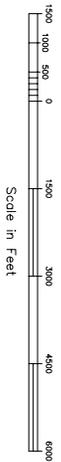
PRELIMINARY MAP SUBJECT TO CHANGE



Mean magnetic declination 16.04° East

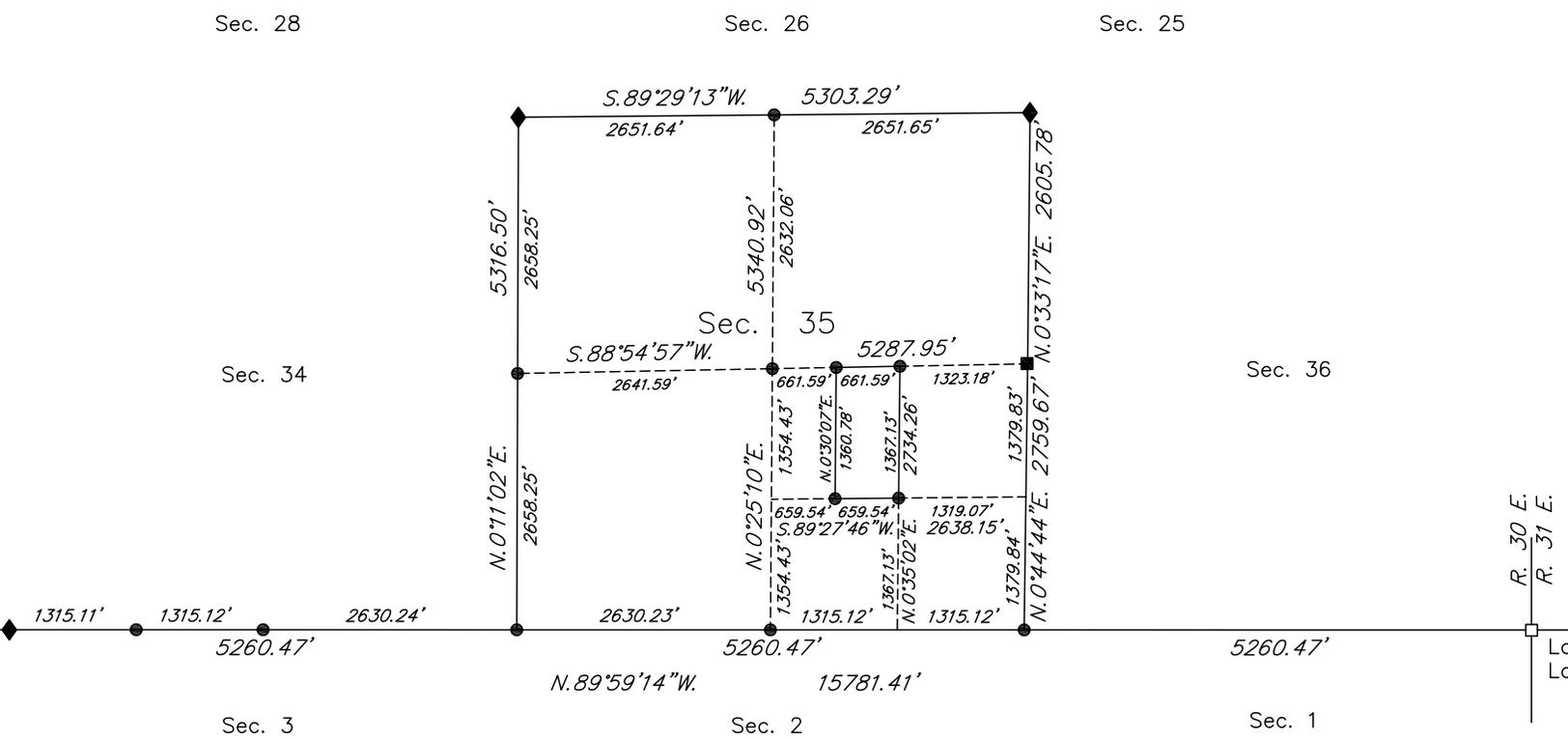


LEGAL SUBDIVISION	OFFICIAL AREA
SECTION 35	
NE 1/4 NE 1/4	39.72 Acres
NW 1/4 NE 1/4	39.92 Acres
SW 1/4 NE 1/4	39.87 Acres
SE 1/4 NE 1/4	39.67 Acres
NE 1/4 NW 1/4	40.10 Acres
NW 1/4 NW 1/4	40.30 Acres
SW 1/4 NW 1/4	40.22 Acres
SE 1/4 NW 1/4	40.02 Acres
NE 1/4 SW 1/4	40.81 Acres
NW 1/4 SW 1/4	40.43 Acres
SW 1/4 SW 1/4	40.33 Acres
SE 1/4 SW 1/4	40.73 Acres
NE 1/4 SE 1/4	41.63 Acres
W 1/2 NW 1/4 SE 1/4	20.58 Acres
SW 1/4 SE 1/4	41.13 Acres
SE 1/4 SE 1/4	41.51 Acres



Scale in Feet

LEGEND	
◇	Original corner previously re monumented
◆	Original corner re monumented this survey
□	Corner previously established or re established
■	Corner previously established or re established; re monumented this survey
●	Corner established or re established this survey



R. 30 E.  
 R. 31 E.

Lc  
 Lc

This map was prepared for Assessment purposes only.

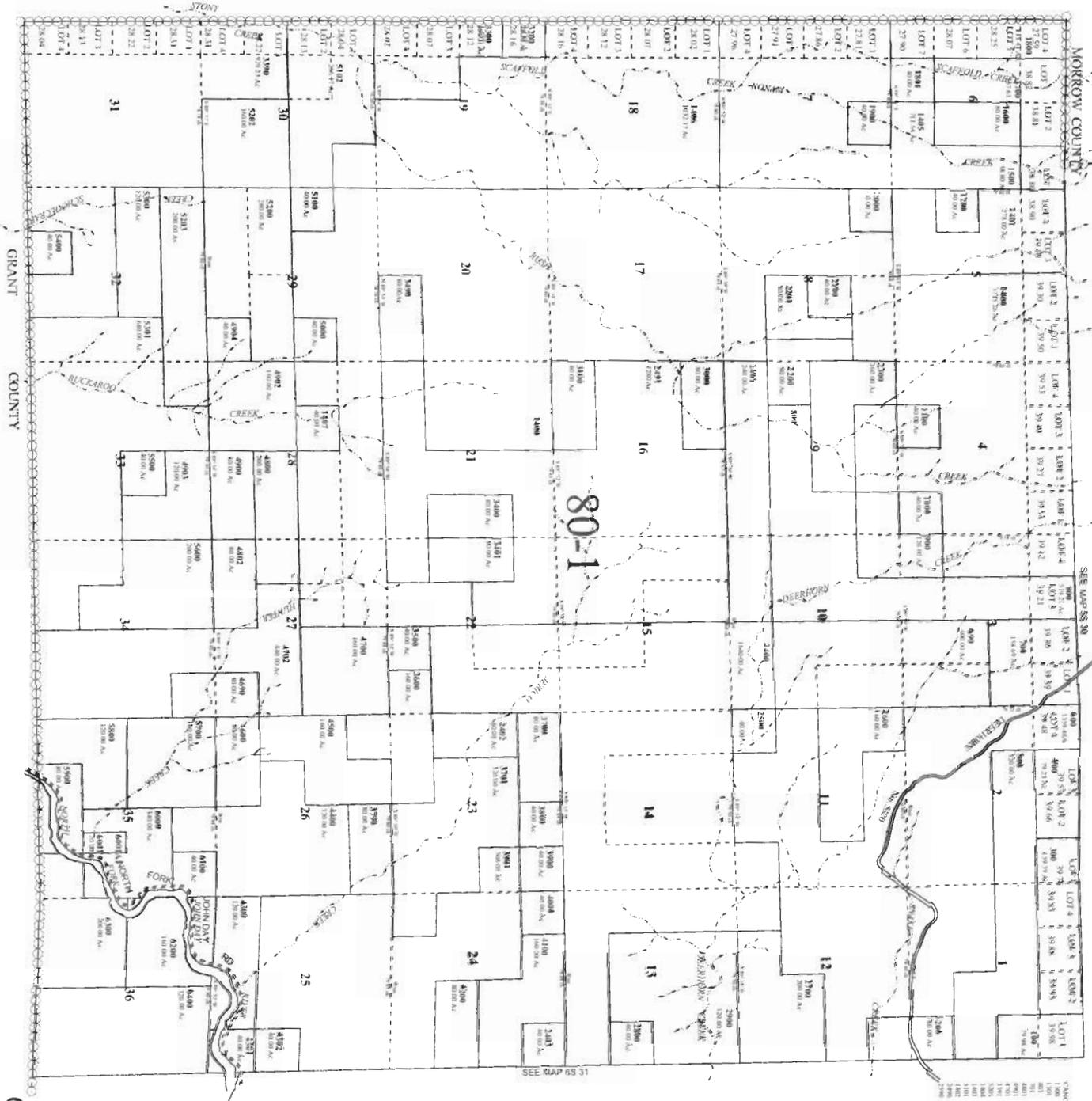


T6S R30E WM  
UMATILLA COUNTY, OR  
SCALE 1"=2000'

06/25/03

6S30

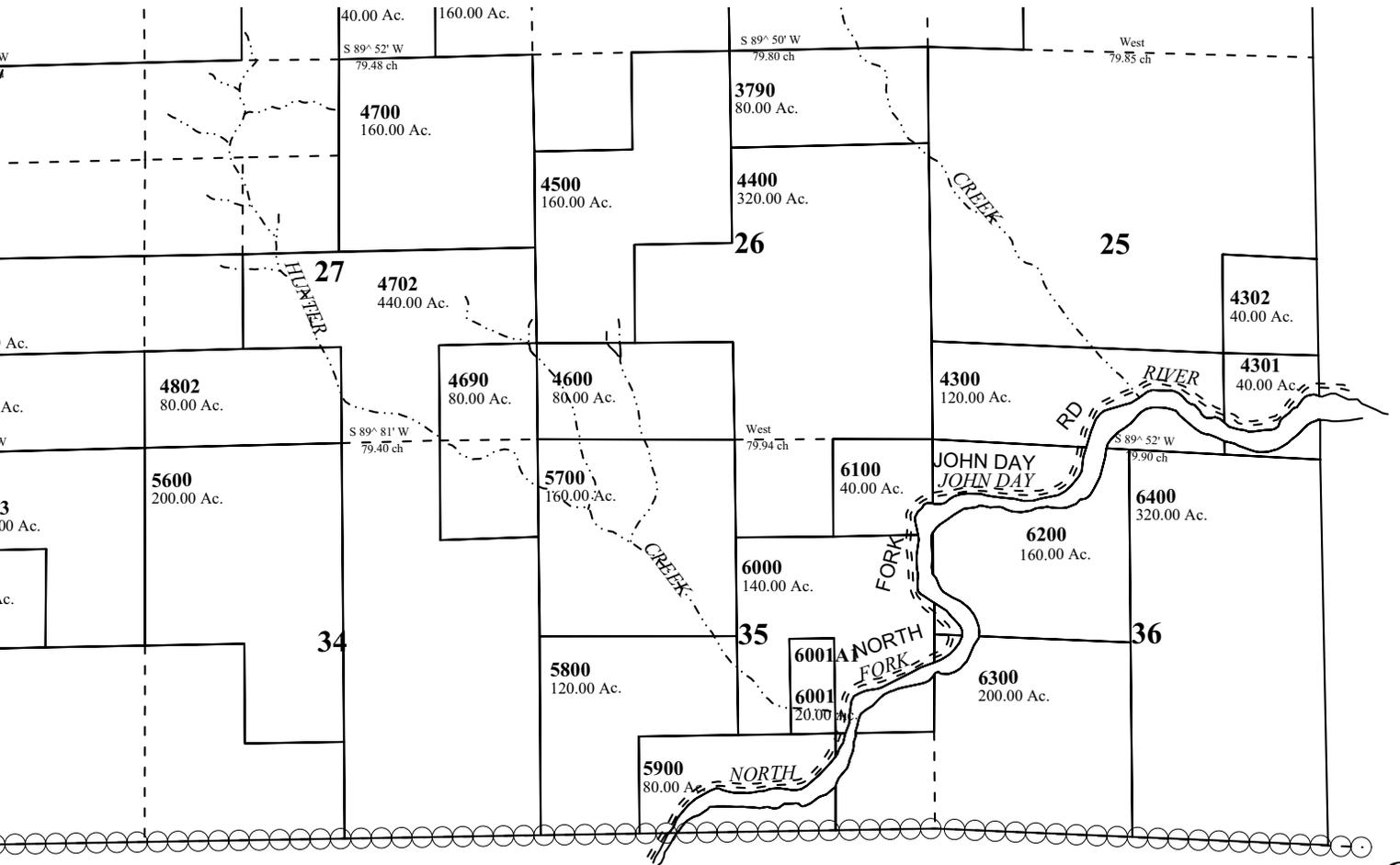
MORROW COUNTY



SEE MAP 65 31

ATTACHMENT 3

6S30



6S30

LOUISIANA-PACIFIC CORPORATION, a Delaware corporation, hereinafter called "Grantor", hereby grants to DONALD ROY SHANAFELT and PRISCILLA L. SHANAFELT, husband and wife, hereinafter called "Grantees", all that real property situated in Umatilla County, Oregon, described as follows:

The E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 35, Township 6 South, Range 30 East, W.B.M. Reserving unto Grantor, its successors and assigns, the following:

1. A perpetual easement on the S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$  at Section 35, T6S, R30E, W.B.M. to use, maintain and reconstruct the existing roads known as the N. Fork John Day River Road and the Hunter Creek Road for purposes of hauling natural resources and for the management, administration and protection of Grantor's lands.

2. The perpetual right on the S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 35, T6S, R30E, W.B.M. to skid logs across said property where necessary and in a manner that would not unreasonably damage said property or unreasonably interfere with the use of said property by its owners.

3. On the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$  and the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 35, T6S, R30E, W.B.M., all of the timber, and the perpetual right to construct, reconstruct, use and maintain roads, skid trails, landings and any other facilities necessary for harvesting or hauling timber on said property or for the hauling of timber from, or for the protection, management and administration of, lands of Grantor.

Subject to easement for right-of-way, including the terms and conditions thereof granted by Grantor to the State of Oregon, acting through its Fish and Wildlife Commission, dated October 21, 1976, recorded November 3, 1976, Microfilm R-14, Page 1075, Deed Records.

Page 1 - GRANT DEED

Mail tax statements to:  
Route 3, Box 324g  
Hermiston, OR 97838

R 104 PAGE 1801

The true and actual consideration for this conveyance is other property.

IN WITNESS WHEREOF, Grantor has executed this Grand Deed this 5<sup>th</sup> day of August, 1983 through its duly authorized officers.

LOUISIANA-PACIFIC CORPORATION

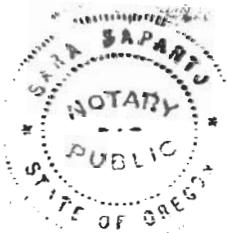
By [Signature]  
Vice President

By [Signature]  
Assistant Secretary

STATE OF OREGON )  
                          ) ss  
County of Multnomah )

On this 5<sup>th</sup> day of August, 1983, before me the undersigned, a Notary Public in and for said County and State, personally appeared LEE C. SIMPSON and KENT STUDEBAKER, known to me to be the Vice President and Assistant Secretary of Louisiana-Pacific Corporation, a corporation, and acknowledged to me that they executed the within instrument on behalf of the said corporation pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



[Signature]  
Notary Public in and for said  
County and State  
My Commission expires: 9/20/85

3335

INDEXED ✓

PAGES ✓

1983 AUG 18 PM 4:31

R 104 PAGE 1802

STATE OF OREGON,  
COUNTY OF UMATILLA. } ss

I, J. Dean Fouquette, Sr., County Clerk,  
certify that this instrument was received and  
recorded

ON AUG. 18, 1983

at 4:31 o'clock P.M. in the record

of DEEDS of said County in

Book

Page

R-104

1802

J. DEAN FOUQUETTE, SR.  
County Clerk

By Betty Johnson Deputy  
Fees \$ 9.00 No. 94915

18

PRESENT ACCOUNT  
Name of Owner

NEW ACCOUNT  
Name of Owner

Account Number	
Code	

X172435	Heape, Benjamin & Theresa
6-3	3/4 Greenlee Acceptance Inc
	3343 S 13th Place
	Federal Way WA 98003

Assessment Years Affected: 85  
That part of T.L. \_\_\_\_\_ In Cd. \_\_\_\_\_ (Bal. \_\_\_\_\_)

That part of T.L. \_\_\_\_\_ In Cd. \_\_\_\_\_ (Bal. \_\_\_\_\_)

Class	Present Record		New Record		Class	New Account		Changes To Roll		
	Acres	Value	Acres	Value		Acres	Value	Value Inc.	Value Dec.	
Land		1100			Land					
Improv.		1/30/85			Improv.					

ROZILL HOMES  
Name Change  
Cancellation  
New Account PP  
relocate  
X number change  
Code change  
Address Change

Handwritten: 35043  
2.4.85

Condition Rating P F A G E 65%  
MOBILE HOME DEPR. REPL. COST \$ 23,270  
(Transfer to VALUE SUMMARY)

Oregon Department of Revenue

F  
 FC  
 CH  
 EX  
 WA  
 RC  
 FL  
 PA  
 IN  
 CO  
 EL  
 PL  
 HE  
 CO  
 EX  
 CO  
 RE

94 Trend MOBILE HOME APPRAISAL

Mobile Home Acct. No. \_\_\_\_\_ Code No. \_\_\_\_\_ Situs Acct. No. \_\_\_\_\_  
 License No. \_\_\_\_\_ Exp. Date \_\_\_\_\_ 19\_\_ State \_\_\_\_\_ Trip Permit No. \_\_\_\_\_ M.V.D. No. \_\_\_\_\_

5374

**VALUE SUMMARY**

Mobile Home D.R.C.	\$	21,360
Accessory Imp. D.R.C.	\$	0
(See Acct. No. _____)		21,360
Appraised Value	\$	21,360
Appraised by <u>Danning</u>		-2,120
Appraisal date <u>1/30</u> 19 <u>85</u>		<u>23,910</u>

Name and Address: SHANNAFELT, DONALD R. 974  
6530  
~~627777~~ Herge  
6001 P.O. Box 1  
100 Greenville Acceptance  
80-1 DAE OR  
3345  
Indret Day U= 9903

**MOBILE HOME VALUE ADJUSTMENT**

± Adjustment	Adjusted T.C.V.	Year	Adjusted By
\$ <u>10% Econ</u>	\$ <u>21,920</u>	19 <u>85</u>	<u>UD</u>
\$ <u>-10% Econ</u>	\$ <u>17,260</u>	<u>1/1</u> 19 <u>86</u>	<u>DEC</u>
\$ <u>-10% Econ</u>	\$ <u>21,520</u>	<u>1/1</u> 19 <u>87</u>	<u>TS</u>
\$ _____	\$ _____	19__	
\$ _____	\$ _____	19__	

**MARKET INFORMATION**

Brand: \_\_\_\_\_ Model: \_\_\_\_\_ Yr. Mfg. 1979  
 Pur Price \$ \_\_\_\_\_ Date 19\_\_ Inc: Furn\$ \_\_\_\_\_  
 Skirting\$ \_\_\_\_\_ Awning\$ \_\_\_\_\_ Deck\$ \_\_\_\_\_ Steps\$ \_\_\_\_\_  
 Moving Charge \$ \_\_\_\_\_ Set-up Charge \$ \_\_\_\_\_  
 Trm of Sale: Cash Cont Trd DnPmt\$ \_\_\_\_\_  
 Ask Price \$ \_\_\_\_\_ Date: 19\_\_ Shn By: Own Ten

DESCRIPTION AND VALUATION

FACTOR BOOK 1983 CLASS 6 LIVING AREA 446 SQ. FT. X 15X10 BASE FACTOR = \$ 24,800 BASE COST 35,375

		ADJUSTMENT FACTORS			+	-
FOUNDATION	FOOTING: <u>Prmtr</u> Piers Masonry <u>WD</u> SUPPORTS: Wall Bm Post <u>Wd</u> <u>Mtl</u>				459	
	SKIRTING FRAME: <u>Wood</u> <u>Metal</u> COVER: <u>Wd</u> <u>Mtl</u> <u>Fbrgl</u> <u>Comp</u>					
CHASSIS	FRAME: <u>Chnl</u> <u>I-Beam</u> <u>Tube</u> <u>Lt</u> <u>Med</u> <u>Hwy</u> SUSPENSION: <u>Axies</u> <u>Coupler</u>					
EXTERIOR	CONST: <u>Wd</u> <u>Mtl</u> COVER: <u>Wd</u> <u>Mtl</u> <u>Fbrgl</u>					
WALL	STYLE: <u>Plain</u> <u>Ave</u> <u>Elab</u> STORM WND & DR _____					
ROOF	DESIGN: <u>Gab</u> <u>Flat</u> <u>Arch</u> COVER: <u>Mtl</u> <u>Fbrgl</u> <u>Comp</u> OVERHANG GUTTERS _____					
FLOOR	CONST: <u>Joist</u> <u>Fr Only</u> <u>Sealed</u> COVER: <u>Carpet</u> <u>Hwd</u> <u>Rsint</u>					
PARTITIONS	COVER: <u>Hbd</u> <u>Ply</u> <u>Comp</u> DOORS & TRIM: <u>L.C.</u> <u>Med</u> <u>Good</u>					
	ROOMS: <u>Liv</u> <u>Din</u> <u>Kit</u> <u>Util</u> <u>Bath</u> <u>Bedrm</u> <u>Hall</u>					
INTERIOR COMPONENTS	BUILT-INS: <u>Kit</u> <u>Util</u> <u>Chest</u> <u>Plain</u> <u>Ave</u> <u>Elab</u>				370	
	APPLIANCES: <u>Elect</u> <u>Gas</u> <u>D-In Range</u> <u>Cooktop</u> <u>BI Oven</u> <u>Hood &amp; Fan</u> <u>Exh-Fan</u>				370	
	<u>Dspr</u> <u>Dwshr</u> <u>B-I Refrig</u> INSULATION _____ FIREPLACE: <u>Gas</u> <u>Elect</u> <u>H Fuel</u>					
ELECTRICAL	SERVICE: <u>Min</u> <u>Ave</u> <u>Hvy</u> FIXTURES: <u>Few</u> <u>Ave</u> <u>Many</u>					
PLUMBING	SERVICE: <u>Mncpl</u> <u>On-Site</u> <u>Wtr</u> <u>Sewerage</u>					
	FIXTURES: <u>1 Tub</u> <u>Shwr</u> <u>Toil</u> <u>Lav</u> <u>Lndry Fac</u> <u>Wtr Heat</u>					
HEATING-COOLING	SYSTEM: <u>F.A. Duct</u> <u>Unit</u> <u>Floor Wall</u> <u>Bsbd</u> FUEL: <u>Gas</u> <u>Elect</u> <u>Oil</u>					
	COOLING: <u>Refrig</u> <u>Evap</u> <u>F.A. Duct</u> FUEL: <u>Gas</u> <u>Elect</u>					
EXTERIOR COMPONENTS	STEPS <u>WS</u> PORCH <u>7x26</u> DECK <u>10x10</u> AWNING _____				100	
					300	

REMARKS:

Shannafelt paid \$10,000 for  
20 Hr. job condition - concrete damage  
TEL

**SUMMARY OF VALUE COMPUTATION**

ADJUSTED BASE COST	\$ <u>37,957</u>
Quality Modifier <u>98%</u>	\$ <u>32,000</u>
Local Cost Modifier <u>105%</u>	\$ <u>34,110</u>
REPLACEMENT COST NEW	\$ _____
Condition Rating <u>P F A G E</u>	\$ <u>23,910</u>
MOBILE HOME DEPR. REPL. COST	\$ <u>2,000</u>
(Transfer to VALUE SUMMARY)	\$ <u>21,360</u>

200

RETURN AFTER RECORDING TO:

Oregon Title Company  
450 Country Club Road, Suite 150  
Eugene, Oregon

RECEIVED

JUL 11 1996

ALL TAX STATEMENTS TO:  
Pioneer Resources, L.L.C.  
P.O. Box 1042  
Veneta, OR 97487

UMATILLA COUNTY  
RECORDS

220746

REEL 293 PAGE 0808

STATUTORY WARRANTY DEED

THE UNDERSIGNED, LOUISIANA-PACIFIC CORPORATION, a Delaware corporation ("Grantor"), conveys and warrants to PIONEER RESOURCES, L.L.C., an Oregon limited liability company ("Grantee"), all the real property described on Exhibit "A" attached (the "Property"), free of all encumbrances except as set forth on Exhibit "B" attached.

DATED this 28th day of June, 1996.

THIS INSTRUMENT WILL 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 APPROVED USES AND DETERMINE ANY LIMITS OR LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

LOUISIANA-PACIFIC CORPORATION,  
a Delaware corporation

By J.F. Ellis  
Business Manager

The true consideration for this conveyance is \$18,522,000.

STATE OF OREGON )  
 ) ss.  
COUNTY OF Lane )

The foregoing instrument was acknowledged before me this 28th day of June, 1996, by J. F. Ellis, of Louisiana-Pacific Corporation, on behalf of the company.



Terril Baker  
Notary Public for Oregon  
My Commission Expires: 1/15/2000

PTC 55384-1

EXHIBIT "A"

REEL 293 PAGE 0809

TIMBERLANDS:

TRACT 6:

TOWNSHIP 4 SOUTH, RANGE 30, E.W.M.

- Section 13: Southeast Quarter of Northwest Quarter.  
Northeast Quarter of Southwest Quarter.  
West Half of Southeast Quarter.
- Section 14: Northwest Quarter of Northeast Quarter.  
North Half of Northwest Quarter.  
Southwest Quarter of Northwest Quarter.
- Section 15: North Half.
- Section 24: North Half of Northwest Quarter.
- Section 35: North Half of Northeast Quarter.  
Southeast Quarter of Northeast Quarter.  
Northeast Quarter of Northwest Quarter.  
Southeast Quarter of Southwest Quarter.  
South Half of Southeast Quarter.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TOWNSHIP 4 SOUTH, RANGE 32, E.W.M.

- Section 8: East Half of Southeast Quarter.
- Section 9: West Half of Southwest Quarter.  
East Half of Southeast Quarter.
- Section 10: West Half of Southwest Quarter.
- Section 14: South Half of South Half.
- Section 17: East Half of Northeast Quarter.  
Southwest Quarter of Northeast Quarter.  
Northwest Quarter of Southeast Quarter.
- Section 29: East Half of Southeast Quarter.
- Section 32: East Half of Northeast Quarter.  
East Half of Southwest Quarter.  
Southeast Quarter.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TRACT 6: (continued)

TOWNSHIP 4 SOUTH, RANGE 33, E.W.M.

Section 16: South Half.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TOWNSHIP 5 SOUTH, RANGE 30, E.W.M.

Section 1: East Half.  
Northwest Quarter.  
North Half of Southwest Quarter.  
Southeast Quarter of Southwest Quarter.

Section 2: Lots 1, 2 and 3.  
South Half of Northeast Quarter.  
Southeast Quarter of Northwest Quarter.  
East Half of Southwest Quarter.  
Southeast Quarter.

Section 12: Northeast Quarter of Northeast Quarter.  
South Half of North Half.  
South Half.

Section 13: All

Section 24: All

Section 25: All

Section 36: All

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TOWNSHIP 5 SOUTH, RANGE 31, E.W.M.

Section 19: West Half of East Half.  
East Half of West Half.  
Lots 1, 2, 3 and 4.

Section 29: Southwest Quarter of Northeast Quarter.  
Southwest Quarter of Northwest Quarter.  
Southwest Quarter.

TRACT 6: (continued)

TOWNSHIP 5 SOUTH, RANGE 31, E. W. M.

Section 30: Northwest Quarter of Northeast Quarter.  
South Half of Northeast Quarter.  
East Half of West Half.  
Lots 1, 2, 3 and 4.  
Southeast Quarter.

Section 31: All

Section 32: West Half.  
West Half of East Half.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TOWNSHIP 5 SOUTH, RANGE 32, E.W.M.

Section 5: Lots 1, 2 & 3  
South Half of Northeast Quarter.  
Southeast Quarter of Northwest Quarter.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TOWNSHIP 6 SOUTH, RANGE 30, E.W.M.

Section 1: All

Section 2: All

Section 3: All

Section 4: All

Section 5: All

Section 6: Lots 1, 2 and 3  
South Half of Northeast Quarter.  
Southeast Quarter of Northwest Quarter.  
East Half of Southwest Quarter.  
Southeast Quarter.

Section 7: All

Section 8: All

Section 9: All

Section 10: All

TRACT 6: (continued)

TOWNSHIP 6 SOUTH, RANGE 30, E. W. M.

Section 11: All

Section 12: All

Section 13: West Half of West Half.  
Southeast Quarter of Southwest Quarter.  
South Half of Southeast Quarter.  
Northeast Quarter of Southeast Quarter.

Section 14: All

Section 15: All

Section 16: All

Section 17: All

Section 18: All

Section 19: Lots 2, 3 and 4.  
Northeast Quarter.  
East Half of Northwest Quarter.  
East Half of Southwest Quarter.  
Southeast Quarter.

Section 20: All

Section 21: All

Section 22: All

Section 23: All

Section 24: All

Section 25: North Half.  
North Half of Southwest Quarter.  
Northwest Quarter of Southeast Quarter.

Section 26: Northeast Quarter.  
Northwest Quarter of Northwest Quarter.  
Southwest Quarter of Southwest Quarter.  
East Half of Southwest Quarter.  
Southeast Quarter.

Section 27: All

Section 28: All

Section 29: All

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TRACT 6: (continued)

TOWNSHIP 6 SOUTH, RANGE 30, E. W. M.

- Section 30: All
- Section 31: All
- Section 32: North Half.  
North Half of Southwest Quarter.  
Southwest Quarter of Southwest Quarter.  
Southeast Quarter.
- Section 33: North Half of Northeast Quarter.  
Southeast Quarter of Northeast Quarter.  
West Half.  
Southeast Quarter.
- Section 34: East Half.  
Northwest Quarter of Southwest Quarter.  
South Half of Southwest Quarter.
- Section 35: Northwest Quarter of Northeast Quarter.  
South Half of Northeast Quarter.  
Northwest Quarter.  
Southeast Quarter of Southwest Quarter.  
Southwest Quarter of Southeast Quarter.  
West Half of Northwest Quarter of Southeast Quarter.  
Northeast Quarter of Southeast Quarter.
- Section 36: East Half.  
Northwest Quarter.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TOWNSHIP 6 SOUTH, RANGE 31, E.W.M.

- Section 5: Lots 1, 2, 3 and 4  
South Half of North Half.  
Southwest Quarter.  
West Half of Southeast Quarter.
- Section 6: All
- Section 7: North Half.  
Southwest Quarter.  
West Half of Southeast Quarter.  
Northeast Quarter of Southeast Quarter.

TRACT 6: (continued)

TOWNSHIP 6 SOUTH, RANGE 31, E. W. M.

- Section 8: West Half of Northeast Quarter.  
Northwest Quarter.  
North Half of Southwest Quarter.  
Southeast Quarter of Southwest Quarter.  
West Half of Southeast Quarter.
- Section 9: South Half of Southeast Quarter.
- Section 16: North Half.  
Southwest Quarter.  
West Half of Southeast Quarter.
- Section 17: East Half of East Half.
- Section 18: North Half of Northeast Quarter.  
Northeast Quarter of Northwest Quarter.  
Lot 4  
East Half of Southwest Quarter  
Southwest Quarter of Southeast Quarter.  
Southwest Quarter of Northeast Quarter.
- Section 19: Southwest Quarter of Northeast Quarter.  
East Half of Northwest Quarter.  
Lots 1, 2 and 3.  
Northeast Quarter of Southwest Quarter.  
Northwest Quarter of Southeast Quarter.
- Section 29: South Half of Southeast Quarter,  
EXCEPTING THEREFROM, beginning at Southeast corner of said  
Section 29; thence South 89° 30' West, 199.32 feet; thence  
North 54° West, 123.42 feet; thence North 08° East, 154.44  
feet; thence South 66° East, 307.56 feet; thence South 00°  
30' West, 101 feet to the point of beginning.
- Section 30: Southwest Quarter of Southeast Quarter.  
Southeast Quarter of Southwest Quarter.

TOWNSHIP 6 SOUTH, RANGE 31, E.W.M.

- Section 31: Northwest Quarter of Northeast Quarter.  
East Half of Northwest Quarter.  
Lot 2  
South Half of Northeast Quarter.  
East Half of Southwest Quarter.  
Southeast Quarter.

TRACT 6: (continued)

TOWNSHIP 6 SOUTH, RANGE 31, E. W. M.

Section 32: Northwest Quarter of Northeast Quarter.  
South Half of Northeast Quarter.  
Southeast Quarter of Northwest Quarter.  
North Half of Southwest Quarter.  
Southeast Quarter of Southwest Quarter.  
Southeast Quarter.

Section 33: West Half of Southwest Quarter.  
Southeast Quarter of Southwest Quarter.  
All that portion of Northwest Quarter of Southeast Quarter  
lying between the Southerly right of way line of Pendleton  
John Day Highway and the North Fork of the John Day River.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way, highways and roads.

TOWNSHIP 6 SOUTH, RANGE 32, E.W.M.

Section 25: All

Section 26: North Half of North Half.  
Southeast Quarter of Northeast Quarter.  
Southwest Quarter of Northwest Quarter.  
West Half of Southwest Quarter.  
Southeast Quarter.

Section 27: South Half of Northeast Quarter.  
Northwest Quarter of Northwest Quarter.  
South Half of Northwest Quarter.  
South Half of Southwest Quarter.  
Southeast Quarter.  
EXCEPTING THEREFROM, beginning at the intersection of the  
North line of the Southeast Quarter of Southwest Quarter  
of said Section 27 with the centerline of US Forest Service  
Road No. S-608; thence Southeasterly along said centerline  
1263 feet, more or less to a metal culvert in the roadbed  
of S-608; thence due South to centerline of North Fork of  
the John Day River; thence downstream along said centerline  
of said river to the North line of said Southeast Quarter of  
Southwest Quarter; thence East along said North line to the  
point of beginning.

TRACT 6: (continued)

TOWNSHIP 6 SOUTH, RANGE 32, E.W.M.

Section 28: South Half of South Half.  
EXCEPTING THEREFROM, beginning at the intersection of West line of said Section 28 with the centerline of US Forest Service Road No. S-608; thence South along said Section line to the center of the North Fork of the John Day River; thence upstream along the centerline of said river to the East line of the Southwest Quarter of Southwest Quarter of said Section 28; thence North along said East line to the centerline of road S-608; thence Westerly along said center line to the point of beginning.

Section 32: West Half of East Half.  
Southeast Quarter of Northwest Quarter.  
Northeast Quarter of Southwest Quarter.

Section 33: All

Section 34: North Half of Northeast Quarter.  
Southwest Quarter of Northeast Quarter.  
West Half.  
Southeast Quarter.  
All that portion of Southeast Quarter of Northeast Quarter lying South of the South high-water line of the North Fork of the John Day River.

Section 35: North Half of Northeast Quarter.  
West Half of Southwest Quarter.  
All that portion of Southwest Quarter of Northwest Quarter lying South of the high-water line of the North Fork of the John Day River.

Section 36: North Half.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TOWNSHIP 6 SOUTH, RANGE 33, E.W.M.

Section 5: West Half of Southwest Quarter.  
Southeast Quarter of Southwest Quarter.  
Southwest Quarter of Southeast Quarter.

Section 29: South Half.

Section 30: South Half.

TRACT 6: (continued)

TOWNSHIP 6 SOUTH, RANGE 33, E.W.M.

Section 31: All

Section 32: All

All lying East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TIMBERLANDS:

TRACT 7:

TOWNSHIP 1 SOUTH, RANGE 33, E. W. M.

Section 25: Southeast Quarter,  
Southeast Quarter of Southwest Quarter.  
Excepting that tract conveyed to Henry Forth, by Deed  
recorded in Book 151, Page 332, Deed Records.

Section 35: Southeast Quarter of Northeast Quarter.  
East Half of Southeast Quarter.  
Southwest Quarter of Southeast Quarter.

Section 36: All, EXCEPTING that tract conveyed to Henry Forth, Deed  
recorded in Book 151, Page 332, Deed Records.

TOWNSHIP 1 SOUTH, RANGE 34, E. W. M.

Section 1: South Half of Southwest Quarter.

Section 2: Southeast Quarter of Southeast Quarter.

Section 10: North Half of Northeast Quarter.  
Southeast Quarter of Northeast Quarter, EXCEPTING that tract  
in Northwest Quarter of Northeast Quarter conveyed to  
Directors of School District No. 89, by Deed recorded in  
Book 119, Page 360, Deed Records.

Section 11: South Half of North Half.  
Northeast Quarter of Northwest Quarter.  
Northwest Quarter of Northeast Quarter.  
South Half

Section 12: West Half.

Section 13: North Half of Northeast Quarter.  
Southwest Quarter of Northeast Quarter.  
Northwest Quarter of Southeast Quarter.

Section 14: North Half.

Section 15: South Half of Northwest Quarter.  
South Half.

TRACT 7: (continued)

- Section 16: Southeast Quarter of Northeast Quarter.  
Northeast Quarter of Southeast Quarter.  
South Half of Southeast Quarter.
- Section 20: Northeast Quarter.  
South Half.
- Section 21: All
- Section 22: All
- Section 25: Southwest Quarter of Northwest Quarter.
- Section 26: Northwest Quarter of Northeast Quarter.  
Northwest Quarter or Northwest Quarter.  
South Half of North Half  
North Half of South Half  
South Half of Southwest Quarter.  
Southeast Quarter of Southeast Quarter.
- Section 27: All
- Section 28: All

TOWNSHIP 1 SOUTH, RANGE 34, E. W. M.

- Section 29: All
- Section 30: All
- Section 31: North Half.  
North Half Southwest Quarter.  
Southwest Quarter of Southwest Quarter.  
Southeast Quarter.
- Section 32: All
- Section 33: All
- Section 34: All
- Section 35: Northeast Quarter.  
Northwest Quarter of Northwest Quarter.  
Southeast Quarter of Northwest Quarter.  
South Half.

TRACT 7: (continued)

TOWNSHIP 1 SOUTH, RANGE 35, E. W. M.

- Section 8: East Half of Southeast Quarter.
- Section 9: Lot 3 also known as Northeast Quarter of Northwest Quarter.  
Lot 18
- Section 20: Northeast Quarter of Northeast Quarter.  
Southeast Quarter of Southeast Quarter.
- Section 21: Northwest Quarter of Northwest Quarter.
- Section 27: That portion of Southwest Quarter of Southeast Quarter,  
described as follows:

From section corner common to Sections 26, 27, 34 & 35; thence due West 21.80 chains; thence North 8 degrees 0' West 12.78 chains to center of Tip Top Lookout Tower. From center of Tip Top Lookout Tower East 1.00 chain to point of beginning on East boundary of lot; thence due North 3.00 chains; thence due West 5.00 chains; thence due South 4.00 chains thence due East 5.00 chains; thence due North 1.00 chain to the point of beginning;

- Section 28: Southeast Quarter of Southwest Quarter. "
- Section 29: North Half of Southwest Quarter  
Southeast Quarter of Southwest Quarter.  
Lot 5 & 6
- Section 30: Northeast Quarter of Southeast Quarter.
- Section 32: Lots 6, 7, 8, 9, 10 & 11.  
Southeast Quarter of Northeast Quarter.  
Northeast Quarter of Southeast Quarter.
- Section 33: Southwest Quarter of Northeast Quarter.  
Northwest Quarter.  
North Half of Southwest Quarter.  
Lots 3 & 4.

ALSO Parcel "A", Partition Plat No. 1992-11, filed July 6, 1992, in Book 1992, Page 11, Partition Plat Records.

EXCEPTING from said Parcel A that tract conveyed to Oregon-Washington Railroad & Navigation Co., by deed recorded in Book 170, Page 114 and 115, Deed Records.

ALSO EXCEPTING THEREFROM railroad rights of way of Oregon-Washington Railroad & Navigation Company.

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TRACT 7: (continued)

TOWNSHIP 2 SOUTH, RANGE 33, E. W. M.

- Section 1: All
- Section 2: All
- Section 3: South Half of Northeast Quarter.  
West Half  
Southeast Quarter
- Section 4: North Half.  
North Half of South Half.  
Southeast Quarter of Southwest Quarter.  
Southwest Quarter of Southeast Quarter.  
Lot 1.  
Southeast Quarter of Southeast Quarter.
- Section 5: North Half of Northeast Quarter.  
Northwest Quarter of Southwest Quarter.  
Southeast Quarter of Northwest Quarter.  
Lots 2, 3, 4, 5, 6, 7 & 8.
- Section 9: North Half of Northeast Quarter.  
Northeast Quarter of Northwest Quarter.  
Lots 1, 2, 3 & 4.
- Section 10: East Half of East Half.  
West Half of Northwest Quarter.  
West Half of Northeast Quarter.  
Lots 1, 2, 3, & 4.  
East Half of Northwest Quarter.
- Section 11: All excepting Lot 3.
- Section 12: All

TRACT 7: (continued)

- Section 13: Lots 1, 2 & 3  
Northeast Quarter of Northwest Quarter.  
Northeast Quarter of Northeast Quarter.
- Section 14: Lots 2, 3 & 4.  
Lot 1 North and East of County Road.

RANCH

TRACT 8:

TOWNSHIP 2 SOUTH, RANGE 33, E. W. M.

PARCEL 1:

- Section 5: Lots 9, 12, 14 & 15  
Southwest Quarter of Southeast Quarter.
- Section 6: That portion of Southwest Quarter of Southeast Quarter lying  
South of the present existing County Road.
- That portion of Lot 5, lying South of the present existing  
County Road.
- Section 7: Northeast Quarter.  
Southeast Quarter.

EXCEPTING THEREFROM the following:

Beginning at Southwest corner of Southeast Quarter of Section 7; thence North along West line thereof, a distance of 942 feet; thence East at right angles to West line of Southeast Quarter of Section 7 a distance of 617 feet; thence Southeasterly in a straight line a distance of 435 feet to a point which measured 925 feet East of West line of Southeast Quarter of Section 7, when measured at right angles thereto; thence South and parallel to West line of said Southeast Quarter of said Section 7, 635 feet to a point on South line of said Southeast Quarter; thence West along South line of Southeast Quarter a distance of 925 feet to Southwest corner of Southeast Quarter of Section 7 and the point of beginning

PARCEL 2:

All that portion of Southeast Quarter of Section 7 described as follows:

Beginning at Southwest corner of Southeast Quarter of Section 7; thence North along West line thereof, a distance of 942 feet; thence East at right angles to West line of Southeast Quarter of Section 7 a distance of 617 feet; thence Southeasterly in a straight line a distance of 435 feet to a point which measured 925 feet East of West line of Southeast Quarter of Section 7, when measured at right angles thereto; thence South and parallel to West line of Southeast Quarter a distance of 635 feet to a point on South line of said Southeast Quarter; thence West along South line of Southeast Quarter a distance of 925 feet to Southwest corner of Southeast Quarter of Section 7 and the point of beginning;

EXCEPTING THEREFROM, South 200 feet of West Half of Southwest Quarter of Southeast Quarter of Section 7.

TRACT 8: (continued)

- Section 8: All
- Section 9: Lots 6 & 7.  
Southwest Quarter of Northwest Quarter.  
South Half.
- Section 10: Lots 5, 6 & 7.  
South Half of Southwest Quarter.
- Section 14: Lot 5
- Section 15: Lots 3 & 4  
South Half of Northeast Quarter.  
East Half of Northwest Quarter.  
Northwest Quarter of Northwest Quarter.
- Section 16: North Half of Northeast Quarter.  
Northeast Quarter of Northwest Quarter.  
West Half of Northwest Quarter.  
Southwest Quarter.
- Section 17: All
- Section 18: East Half of Northeast Quarter.  
East Half of West Half of Northeast Quarter.  
Southeast Quarter.

EXCEPTING THEREFROM, beginning at center of Section 18, Township 2 South, Range 33; thence South along West line of Southeast Quarter of Section 18 a distance of 34.29 chains; thence North 28 degrees East 2.49 chains; thence North 73 degrees 10' East 1.60 chains; thence North 16 degrees 05' East 1.48 chains; thence North 0 degrees 30' East 3.27 chains; thence North 2 degrees 20' West 3.03 chains; thence North 12 degrees 35' East 3.13 chains; thence North 0 degrees 10' West 4.54 chains; thence North 7 degrees 50' East 1.51 chains; thence North 0 degrees 55' West 2.29 chains; thence North 41 degrees 00' East 5.78 chains; thence North 6 degrees East 7.83 chains; thence West 8.67 chains to the point of beginning.

ALSO EXCEPTING THEREFROM, beginning at Northwest corner of Northeast Quarter of Section 18; thence East along North line thereof, a distance of 660 feet to Northwest corner of that tract of land in Section 18 conveyed to R. G. Schubert, et ux, by deed recorded in Book 319, Page 107, Deed Records, and THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence continuing East along North line of Section 18 a distance of 265 feet; thence Southwesterly in a straight line a distance of 228 feet to a point; thence Northeasterly in a straight line a distance of 250 feet to a point which is 143 feet South of North line of Section 18, when measured at right angles thereto, said point also being on West line of said Schubert Tract; thence North along West line of said Schubert Tract a distance of 143 feet to the point of beginning;

TRACT 8: (continued)

Section 19: Northeast Quarter;  
North Half of Southeast Quarter.

ALSO the following described lands being a part of Lot 20 in Section 18; and Lots 1 and 10 in Section 19, to-wit: Commencing at center of Section 19; thence West 16 chains to bluff on West side of Pearson Creek; thence along said bluff North 20 degrees 25' East 48.82 chains to North and South center line through Section 18; thence South 45.75 chains to the place of beginning;

EXCEPTING HOWEVER that portion of said lands in Section 19, lying Westerly and of center line of the surfaced road constructed by Harris Pine Mills, Northerly and Southerly along Pearson Creek across said Section 19.

Section 20: North Half.  
North Half of South Half.

Section 21: North Half of Northwest Quarter.  
Southwest Quarter of Northwest Quarter

TOWNSHIP 2 SOUTH, RANGE 34, E. W. M.

Section 3: Northwest Quarter.

Section 4: All

Section 5: Lots 1 & 2.  
South Half of Northeast Quarter.  
Lots 3 & 4.  
Southwest Quarter of Northwest Quarter.  
South Half.

Section 6: All

Section 7: All

Section 8: All

Section 9: North Half of Northeast Quarter.  
Southwest Quarter of Northeast Quarter.  
Northwest Quarter.  
South Half.

Section 15: Southeast Quarter of Southwest Quarter.

Section 16: North Half of Northeast Quarter.  
Southeast Quarter of Northeast Quarter.  
Northwest Quarter.  
Northeast Quarter of Southwest Quarter.  
Southwest Quarter of Southwest Quarter.  
Northwest Quarter of Southeast Quarter.  
Southeast Quarter of Southeast Quarter.  
Northwest Quarter of Southwest Quarter.

TRACT 8: (continued)

- Section 17: North Half.  
West Half of Southeast Quarter.  
Southwest Quarter.
- Section 18: Northeast Quarter.  
Northeast Quarter of Northwest Quarter.  
Lots 1, 2 & 3  
Lot 4 North & East of County Road.  
East Half of Southwest Quarter.  
South Half of Southeast Quarter.
- Section 19: North Half Northeast Quarter.  
North Half of North Half of Southeast Quarter of  
Northeast Quarter.  
Northeast Quarter of Northwest Quarter.
- Section 20: North Half.
- Section 21: Southwest Quarter of Northwest Quarter.
- Section 24: Lots 5, 6, 7 & 8;  
Southeast Quarter of Southeast Quarter.

TOWNSHIP 2 SOUTH, RANGE 35, E. W. M.

- Section 4: Lots 1, 2 & 3.  
Southeast Quarter of Northwest Quarter.  
East Half of Southwest Quarter.  
South Half of Southeast Quarter.  
West Half of West Half.
- Section 5: All
- Section 6: Lots 8, 9 & 10.
- Section 7: Lots 5, 6, 7, 8, 9, 10, 11 12 & 13.
- Section 8: All

TOWNSHIP 2 SOUTH, RANGE 35, E. W. M.

- Section 9: Northeast Quarter.  
South Half.
- Section 17: Northeast Quarter.  
West Half.  
West Half of Southeast Quarter.

TRACT 8: (continued)

Section 18: Lot 4  
Northeast Quarter.  
North Half of Southeast Quarter.

TOWNSHIP 3 SOUTH, RANGE 31, E. W. M.

Section 25: Southeast Quarter of Northeast Quarter.  
Northeast Quarter of Southeast Quarter.

TRACT 9:

TOWNSHIP 2 SOUTH, RANGE 33, E.W.M.

Section 22: Southeast Quarter of Southwest Quarter.  
Southeast Quarter.

Section 23: South Half.

Section 25: South Half of Southwest Quarter.

Section 26: All

Section 27: All

Section 28: Southeast Quarter of Northeast Quarter.  
Northeast Quarter of Southeast Quarter.  
South Half of Southeast Quarter.  
Southwest Quarter.

Section 29: Southeast Quarter.

Section 32: Northeast Quarter.  
Lots 1 and 2.

Section 33: North Half.  
Lots 1, 2, 3 and 4.

Section 34: North Half.  
Lots 1, 2, 3, 4 and 5.

Section 35: All

Section 36: All

All being East of the Willamette Meridian, Umatilla County, Oregon.

Subject to any and all water rights of way and roads.

REEL 293 PAGE 0826

TRACT 5:

TOWNSHIP 1 NORTH, RANGE 35, E.W.M.

Section 19: Southeast Quarter of Southwest Quarter.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TOWNSHIP 2 NORTH, RANGE 35, E.W.M.

Section 34: North Half of Southeast Quarter.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TOWNSHIP 3 NORTH, RANGE 35, E.W.M.

Section 24: Lots 10 and 14.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TRACT 5: (continued)

TOWNSHIP 4 NORTH, RANGE 37, E.W.M.

- Section 5: All that portion of Southeast Quarter of Southeast Quarter lying East of the centerline of Canyon known as Timber Canyon.
- Section 10: Beginning at the Southwest corner of Northwest Quarter of Southwest Quarter of said Section 10 and the TRUE POINT OF BEGINNING for this description; thence North along West line of said Section 10, to most Westerly Southerly corner of that tract conveyed to Thomas B. Correy et ux, by deed recorded in Microfilm R-64, Page 1441, Deed Records, said point also being on Northerly right of way of Pacific Power & Light Company; thence South 53o 09' East, 64.1 feet to most Southerly corner of said Correy Tract, said point also-being most Westerly corner of that tract conveyed to Donald O. Romsos, et ux, by deed recorded in Book 336, Page 417, Deed Records; thence South 53o 09' East, 124.79 feet to Southerly corner of said Rhombus Tract, said point also being Westerly corner of that Tract conveyed to Dale W. Favor, et ux, by deed recorded in Book 318, Page 502, Deed Records; thence Easterly along Southwesterly line of said Favor Tract to Westerly corner of that tract conveyed to Florence Cowman, by Deed recorded in Book 252, Page 275, Deed Records; thence Easterly along Southerly line of said Cowing Tract to Westerly corner of that tract conveyed to Robert J. Herbert, et al by deed recorded in Microfilm R-166, Page 367, Deed Records, said point also being referred as Southeast corner of Dr. J. C. Liming Lot; thence Easterly along Southerly line of said Hergert Tract, said line also being right of way of Pacific Power Co. flume a distance of 100 feet to Southwesterly corner of that tract conveyed to H. Bernice Tennent, by deed recorded in Book 296, Page 295, Deed Records; thence Easterly along South line of said Tennent Tract, 180 feet to Chittem-Wood Tree, said point also being Southeast corner of said Tennent tract; thence Northerly along Easterly line of said Tennent Tract, 135 feet to Northeast corner thereof, said point also being on South line of Road; thence Easterly along said South line of road to Northwesterly corner of tract conveyed to Michael W. Witherspoon, et ux, by deed recorded in Microfilm R-84, Page 174, Deed Records; thence Southerly along Westerly line of said Witherspoon Tract to North Bank of Walla Walla River; thence Easterly along said bank of River, 80 feet, more or less to West line of Pacific Power & Light Company Tract, said point also being West line of Tract conveyed to George Kraemer, et ux, by deed recorded in Book 323, Page 542, Deed Records; thence Southerly along Westerly line of said Kraemer Tract to Southwest corner thereof; thence South 52o 28' East, 283.4 feet to Southeast corner of said Kraemer Tract; thence South to a point on South line of Northwest quarter of Southwest Quarter of said Section 10; thence West along said South line to the point of beginning;

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way, flumes and roads.  
Page 19 of Exhibit A

REEL 293 PAGE 0828

TRACT 5: (continued)

TOWNSHIP 5 NORTH, RANGE 37, E.W.M

Section 1:        Lots 1, 2 and 3.  
                  South Half of North Half.  
                  Southwest Quarter.  
                  West Half of Southeast Quarter.  
                  Southeast Quarter of Southeast Quarter.

Section 11:       Southeast Quarter of Northeast Quarter.

Section 12:       Northwest Quarter.  
                  Northwest Quarter of Northeast Quarter.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TOWNSHIP 5 NORTH, RANGE 38, E.W.M.

Section 6:        Lots 3, 4, 5, 6 and 7.  
                  Southeast Quarter of Northwest Quarter.  
                  East Half of Southwest Quarter.  
                  Southwest Quarter of Southeast Quarter.

All being East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT to any and all water rights of way and roads.

TRACT 10: REEL 293 PAGE 0829

RIGHTS OUTSTANDING under the following described easements:

Easement from Floyd Dudek et ux, to Pilot Rock Lumber Company recorded in Book 190, Page 470, Deed Records.

Easement from Oatho M. Koch to Pilot Rock Lumber Company recorded in Book 238, Page 408, Deed Records.

Easement from Lola A. Flynn Morgan to Pilot Rock Lumber Company recorded in Book 238, Page 672, Deed Records.

Easement from Leslie Owen, et al to Georgia Pacific Corporation recorded in Book 264, Page 313, Deed Records.

Easement from Ortho M. Koch to Pilot Rock Lumber Company recorded in Book 243, Page 3, Deed Records.

Easement from Finis Kirkpatrick, et al to Pilot Rock Lumber Company recorded in Book 257, Page 100, Deed Records.

Easement from United States of America to Georgia Pacific Corporation recorded in Book 287, Page 516, Deed Records.

Easement from United States of America to Georgia Pacific Corporation recorded in Book 288, Page 206, Deed Records.

Easement from United States of America to Georgia Pacific Corporation recorded in Book 293, Page 675, Deed Records.

Easement from Cavenham Forest Industries Inc to Louisiana-Pacific Corporation recorded in Microfilm R-193, Page 1399, Deed Records.

Easement from Myrtle Carnes to Pilot Rock Lumber Company recorded in Book 270, Page 171, Deed Records.

Easement from Ruth Resler to Pilot Rock Lumber Company recorded in Book 270, Page 165, Deed Records.

Easement from Charles Mathews, et ux, to Pilot Rock Lumber Company recorded in Book 270, Page 164, Deed Records.

TRACT 10: (continued)

Easement from A. W. Molke, et ux, to Pilot Rock Lumber Company recorded in Book 230, Page 218, Deed Records.

Easement from Dimon M. Burns, et ux, to Pilot Rock Lumber Company recorded in Book 223, Page 529, Deed Records.

Easement from James S. Rutten, et ux, to Pilot Rock Lumber Company recorded in Book 211, Page 498, Deed Records, and amended by Easement recorded in Book 260, Page 371, Deed Records.

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TRACT 10 (continued)

REEL 293 PAGE 0830

Easement from Cunningham Sheep Company, et al to Pilot Rock Lumber Company recorded in Book 270, Page 172, Deed Records.

Easement from Jessie A. Forth to Pilot Rock Lumber Company recorded in Book 270, Page 163, Deed Records.

Easement from Chester C. Gordon, et ux, to Pilot Rock Lumber Company recorded in Book 222, Page 202, Deed Records.

Easement from Beulah E. Boscow to Pilot Rock Lumber Company recorded in Book 270, Page 169, Deed Records.

Easement from William Duff, et ux, to Pilot Rock Lumber Company recorded in Book 270, Page 166, Deed Records.

Easement from Gordon G. Farrington, et ux, to Pilot Rock Lumber Company recorded in Book 222, Page 198, Deed Records.

Easement from Hugh C. Currin, et ux, to Pilot Rock Lumber Company recorded in Book 270, Page 176, Deed Records.

Easement from United States Gypsum Company to Georgia-Pacific Corporation recorded in Book 280, Page 308, Deed Records.

Easement from Thomas Gilliland, et ux, to Pilot Rock Lumber Company, recorded in Book 270, Page 168, Deed Records.

## EXHIBIT "B"

REEL 293 PAGE 0831

1. As disclosed by the tax rolls the premises herein described have been zoned or classified for special use. At any time that said land is disqualified for such use said property will be subject to additional taxes and interest. Persons or parties acquiring title to said lands should check with the appropriate Planning Department and Assessors Office to verify zoning or classification.
2. Easement, including the terms and provisions thereof, granted by Frances S. McKinney to United States of America, recorded March 31, 1939, Book 120, Page 569, Deed Records. Affects N-1/2 Se-1/4 Sec. 18-2S-35
3. Right of Way Easement, including the terms and provisions thereof, granted by Eleanor Royer to Pacific Power & Light Co., recorded July 25, 1940, Book 160, Page 88, Deed Records. Affects SE-1/4 SW-1/4 of Sec. 9-1S-32
4. Right of Way Deed, including the terms and provisions thereof, granted by J. E. Smith Livestock Co., to Pacific Telephone & Telegraph Co., recorded May 22, 1942, Book 160, Page 463, Deed Records. Affects lands in Sec. 10, 11, 14, 23, 26, 35, 1S-35
5. Right of Way Contract, including the terms and provisions thereof, granted by Pilot Rock Lumber Company to Pacific Northwest Pipeline Corporation, recorded December 14, 1955, Book 230, Page 407, Deed Records, and modified by Agreement recorded June 6, 1956, Book 234, Page 672, Deed Records, and modified by agreement recorded November 13, 1979, Microfilm R-58, Page 86, Deed Records. Affects lands in Sec. 10, 11 & 14, 1S-35
6. Entrance Agreement, including the terms and provisions thereof, granted by Pilot Rock Lumber Company to Oregon Fiber Products, Inc., recorded January 2, 1957, Book 239, Page 327, Deed Records. Affects lands in NW-1/4 SW-1/4 Sec. 9-1S-32
7. Right of Way Agreement, including the terms and provisions thereof, between A. J. Sturtevant, et ux, and Umatilla Central Railroad Company, recorded April 20, 1908, Book 56, Page 519, Deed Records. Affects SE-1/4 SE-1/4 of Sec. 8-1S-32
8. Right of Way Deed, including the terms and provisions thereof, granted by A. J. Sturtevant, et ux, to Birch Creek Irrigation Co., recorded September 17, 1904, Book 45, Page 70, Deed Records. Affects NE-1/4 NE-1/4 Sec. 17; SE-1/4 SE-1/4 Sec. 8; W-1/2 SW-1/4 of Sec. 9, 1S-32
9. Right of Way Easement, including the terms and provisions thereof, granted by Eleanor Royer to Pacific Power & Light Company, recorded September 1, 1948, Book 185, Page 511, Deed Records. Affects lands in NE-1/4 NE-1/4 Sec. 17-1S-32
10. Perpetual easement, including the terms and provisions thereof, reserved in deed from Oregon-Washington Railroad & Navigation Company, recorded September 1, 1976, Microfilm R-9, Page 559, Deed Records, for operation, construction, maintenance and repair of railroad trackage. Affects old railroad property in Sec. 8, 9 & 17, 1S-32

11. Irrevocable Consent Agreement, including the terms and provisions thereof, between Umatilla County and Union Pacific Land Resource Corporation, recorded January 30, 1986, Microfilm R-134, Page 140, Deed Records. Affects old railroad property in Sec. 8, 9, 17, 1S-32
12. Reservations, including the terms and provisions thereof, contained in Deed form Union Pacific Land Resources Corporation to Louisiana-Pacific Corporation, recorded February 28, 1994, Microfilm R-249, Page 824, Deed Records. Affects old railroad property in Sec. 8, 9 & 17, 1S-32
13. Right of Way Easement, including the terms and provisions thereof, granted by Roy T. Johnson, et ux, to Columbia Power Cooperative Association, recorded August 21, 1953, Book 213, Page 287, Deed Records. Affects lands in SE-1/4 NE-1/4 & NE-1/4 SE-1/4 of Sec. 25-3S-31
14. Lease, including the terms and provisions thereof, granted by J. E. Smith Livestock Company to State of Oregon, Highway Commission, recorded August 5, 1927, Book 133, Page 267, Deed Records. Affects lands in Sec. 10, 11, 1S-35
15. Access Restrictions, including the terms and provisions thereof, contained in deed form Pilot Rock Lumber Company to State of Oregon, State Highway Commission, recorded April 28, 1959, Book 254, Page 83, Deed Records. Affects lands in Sec. 10 & 11, 1S-35
16. Right of Way Easement, including the terms and provisions thereof, granted by Louisiana-Pacific Corp. to Umatilla Electric Cooperative Association, recorded July 31, 1986, Microfilm R-140, Page 1755, Deed Records. Affects lands in Sec. 27, 34 & 35, 1S-35
17. Lease and access easement, including the terms and provisions thereof, granted by Louisiana Pacific Corp. to Williams Telecommunications Company, recorded March 4, 1987, Microfilm R-150, Page 269, Deed Records. Affects lands in SW-1/4 of Sec. 27, 1S-35, plus access over adjoining lands for access
18. Lease, including the terms and provisions thereof, between Louisiana Pacific Corp., Lessor and State of Oregon, Department of Fish & Wildlife, Lessee, Memorandum of lease recorded April 12, 1989, Microfilm R-178, Page 522, Deed Records, Affects SE-1-1/4 of Sec. 10-1S-35
19. Access Road Easement, including the terms and provisions thereof, granted by Louisiana-Pacific Corp. to Northwest Pipeline Corporation, recorded June 10, 1992, Microfilm R-221, Page 707, Deed Records. Affects lands in Sec. 10 & 11, 1S-35

20. Non-Commercial Hunting Lease, including the terms and provisions thereof, between Louisiana Pacific Corp., Lessor and Jim Hatley & Jerry Hatley, Lessee, dated December 30, 1988, recorded February 27, 1996, Microfilm R-285, Page 1025, Deed Records. Affects lands in Sec. 1S-35 & 2S-35
21. Easement Deed, including the terms and provisions thereof, granted by J. E. Smith Livestock, Co., to Pacific Telephone & Telegraph Company, recorded February 24, 1930, Book 139, Page 115, Deed Records. Affects lands in Sec. 10, 11, 15, 14, 23, 22, 27, 26, 1S-35
22. Crossing Agreement, including the terms and provisions thereof, between Oregon-Washington Railroad & Navigation Company, and J. E. Smith Livestock, Co., recorded December 26, 1926, Book 131, Page 66, Deed Records. Affects N-1/2 SE-1/4 of Sec. 10-1S-35
23. Permission to use road, including the terms and provisions thereof, granted by Louisiana-Pacific Corp. to Margaret E. Herd, recorded June 29, 1992, Microfilm R-222, Page 594, Deed Records. Affects Sec. 20, 28, 34 & 35, 1S-35
24. Access Easement, including the terms and provisions thereof, contained in Deed from Louisiana-Pacific Corp. to Northwest Pipeline Corporation, recorded December 17, 1991, Microfilm R-214, Page 103, Deed Records. Affects lands in Sec. 10-1S-35
25. Easement for Road, including the terms and provisions thereof, granted by Louisiana-Pacific Corp. to Louisiana-Pacific Corp., recorded June 10, 1992, Microfilm R-221, Page 704, Deed Records. Affects 30 foot strip in Sec. 29 & 30, 1S-35
26. Right of way Easement, including the terms and provisions thereof, granted by Louisiana-Pacific Corp. to Umatilla Electric Cooperative Association, recorded October 23, 1992, Microfilm R-226, Page 1780, Deed Records. Affects Sec. 29 & 30, 1S-34
27. Rights outstanding under Deed of right of way, including the terms and provisions thereof, given by T. S. Gibson, et ux, to Harris Pine Mills, Inc., recorded January 10, 1941, Book 160, Page 112, Deed Records. The rights of said Grantee were assigned to Oregon Corporation of Seventh-Day Adventist by Assignment recorded December 9, 1952, Book 208, Page 131, Deed Records. Affects S-1/2 of 18 and all of 19-2S-33.
28. Right of Way Easement, including the terms and provisions thereof, granted by Helen M. Stangier, et vir to Pacific Power & Light Company, recorded May 7, 1948, Book 185, Page 348, Deed Records. Affects E-1/2 W-1/2 NE-1/4 Sec. 18-2S-33

29. Right of Way Easement, including the terms and provisions thereof, granted by Helen G Stangier, et vir to Pacific Power & Light Company, recorded September 6, 1950, Book 194, Page 92, Deed Records. Affects N-1/2 N-1/2 of Sec. 17 & N-1/2 E-1/2 NE-1/4 & N-1/2 E-1/2 W-1/2 NE-1/4 of Sec. 18-2S-33
30. Agreement for Easement, including the terms and provisions thereof, disclosed by Deed from William Orval McCormach, et al, to Ralph E. Hemphill, et ux, recorded November 23, 1955, Book 230, Page 26, Deed Records. Affects lands in 2S-33
31. Easement, including the terms and provisions thereof, granted by Eugene P. Hunter, et ux, to Pacific Power & Light Company, recorded October 2, 1946, Book 180, Page 98, Deed Records. Said easement is over and across SW-1/4 of SE-1/4 of Sec. 7-2S-33
32. Rights in and to a personal property cabin in favor of Umatilla County, Oregon, disclosed by Order FP90-3, recorded in Microfilm R-198, Page 486, Deed Records. Affects cabin located in 6S-32
33. Road Easement, including the terms and provisions thereof, granted by United States of America to Louisiana Pacific, recorded April 18, 1978, Microfilm R-32, Page 718, Deed Records. Affects Sec. 31-6S-33
34. Road Easement, including the terms and provisions thereof, granted by Louisiana Pacific to United States of America, recorded February 10, 1978, Microfilm R-29, Page 652, Deed Records. Affects Sections 35 & 36 6S-32; Sec. 31, 6S-33
35. Road Easement, including the terms and provisions thereof, granted by United States of America to Georgia Pacific Corporation, recorded April 30, 1968, Book 293, Page 675, Deed Records. Affects Sec. 36-6S-32, Lot 4 Sec. 32-6S-33
36. Road Easement, including the terms and provisions thereof, granted by Louisiana Pacific to United States of America, recorded January 27, 1977, Microfilm R-14, Page 1196, Deed Records. Affects Sec. 5-6S-33
37. Easement, including the terms and provisions thereof, by Deed from LP to Donald Roy Shansfelt, et ux, recorded August 18, 1983. Microfilm R-104, Page 1800, Deed Records. Affects Sec 35-6S-30
38. Easement, including the terms and provisions thereof, granted by Georgia-Pacific Corporation to United States of America, recorded November 23, 1966, Book 287, Page 54, Deed Records. Affects Sec. 32, SE-1/4 SW-1/4 of Sec. 27-6S-32

39. Road Easement, including the terms and provisions thereof, granted by Georgia-Pacific Corporation to United States of America, recorded December 11, 1964, Book 278, Page 258, Deed Records. Affects Sec. 26, 35, 6S-32
40. Road Easement, including the terms and provisions thereof, granted by State of Oregon to United States of America, recorded July 20, 1964, Book 276, Page 468, Deed Records. Affects Sec. 26, 34, 35, 6S-32
41. Road Easement, including the terms and provisions thereof, granted by State of Oregon to United States of America, recorded July 20, 1964, Book 276, Page 465, Deed Records. Affects Sec. 26, 34, 35, 6S-32
42. Easement, including the terms and provisions thereof, granted by Pilot Rock Lumber Company to State of Oregon, recorded May 19, 1960, Book 258, Page 549, Deed Records. Affects Sec. 34-6S-32
43. Road Easement, including the terms and provisions thereof, granted by Georgia-Pacific Corporation to United States of America, recorded August 5, 1967, Book 290, Page 519, Deed Records. Affects lands in Sec. 27, 6S-32
44. Easement, including the terms and provisions thereof, granted by Myrtie Martilla Robbins, et al to United States of America, recorded July 10, 1961, Book 263, Page 729, Deed Records, and Book 263, Page 730, Deed Records, and in Book 264, Page 1 through Book 264, Page 17, Deed Records. Affects Sec. 34 & 35-6S-32
45. Easement, including the terms and provisions thereof, granted by Georgia Pacific Corp. to United States of America, recorded December 11, 1964, Book 278, Page 259, Deed Records. Affects lands in Sec. 26, 27, 28, 34, 35, 36, 6S-32, Sec. 31 & 32, 6S-33
46. Easements and reservations, including the terms and provisions thereof, contained in Deed from Georgia Pacific Corp to State of Oregon, recorded July 3, 1969, Book 300, Page 430, Deed Records. Affects Sec. 27, 28, 34, 6S-32
47. Easements and reservations, including the terms and provisions thereof, contained in Deed from State of Oregon, State Game Commission to Georgia Pacific Corp., recorded July 3, 1969, Book 300, Page 431, Deed Records. Affects Sec. 23, 24, 25, 6S-30, Sec. 34, 35, 6S-32
48. Rights contained in Deed from First National Bank of Portland to Ralph Davis, recorded December 10, 1940, Book 159, Page 252, Deed Records. Affects Sec. 28-6S-32
49. Easements and reservations, including the terms and provisions thereof, contained in Deed from Georgia Pacific Corp to State of Oregon, recorded July 3, 1969, Book 300, Page 428, Deed Records.

50. Easement, including the terms and provisions thereof, granted by Pilot Rock Lumber Co., to Ralph Davis, recorded December 10, 1940, Book 160, Page 107, Deed Records. Affects Sec. 27 & 28-6S-32
51. Mineral Reservations, including the terms and provisions thereof, contained in Deed from Roxy Winifred Lawther to A. W. Moltke, recorded November 19, 1946, Book 179, Page 219, Deed Records. Affects Sec. 31-6S-31
52. Easement, including the terms and provisions thereof, granted by Pendleton Lumber Company to United States of America, recorded October 24, 1948, Book 185, Page 579, Deed Records. Affects Sec. 27-6S-32
53. Easement, including the terms and provisions thereof, granted by Pilot Rock Lumber Company to United States of America, recorded October 31, 1952, Book 207, Page 61, Deed Records. Affects Sec. 27, 28, 29, 31, 32, 34, 35 & 36, 6S-32
54. Easement, including the terms and provisions thereof, granted by Pilot Rock Lumber Company to United States of America, recorded May 5, 1958, Book 248, Page 611, Deed Records. Affects Sec. 27-6S-32
55. Easement, including the terms and provisions thereof, granted by Pilot Rock Lumber Company to United States of America, recorded December 1, 1959, Book 256, Page 517, Deed Records. Affects Sec. 27-6S-32
56. Easement, including the terms and provisions thereof, granted by Pilot Rock Lumber Company to United States of America, recorded December 1, 1959, Book 256, Page 724, Deed Records. Affects Sec. 26 & 27, 6S-32
57. Lease, including the terms and provisions thereof, between Pilot Rock Lumber Co. to Finis Kirkpatrick, et al, recorded May 19, 1960, Book 258, Page 535, Deed Records. Affects Sec. 16 & 17, 6S-31
58. Easement, including the terms and provisions thereof, granted by Pilot Rock Lumber Co., to State of Oregon, recorded May 19, 1960, Book 258, Page 549, Deed Records.
59. Easement, including the terms and provisions thereof, granted by Louisiana Pacific to State of Oregon, recorded November 2, 1976, Microfilm R-11, Page 1075, Deed Records. Affects Sec. 28, 29, 30, 31, 32, 33, 6S-31, Sec. 25, 35 & 36, 6S-30
60. Easement, including the terms and provisions thereof, granted by United States of America to Kinzua Corporation, recorded November 28, 1979, Microfilm R-58, Page 1508, Deed Records. Affects Sec. 3-6S-30

61. Easement, including the terms and provisions thereof, granted by Louisiana Pacific to Nels R. Nelson, et ux, recorded April 15, 1980, Microfilm R-64, Page 988, Deed Records. Affects Sec. 25-6S-30; Sec. 29, 30, 31, 6S-31
62. Easement, including the terms and provisions thereof, granted by Harris Pine Mills to United States of America, recorded September 4, 1980, Microfilm R-70, Page 630, Deed Records. Affects Sec. 14 & 15, 4S-30
63. Easement, including the terms and provisions thereof, granted by Louisiana Pacific to Telephone Utilities of Eastern Oregon, Inc., recorded November 25, 1983, Microfilm R-107, Page 1146, Deed Records. Affects Sec. 35 & 36, 6S-30
64. Easement, including the terms and provisions thereof, granted by Harris Pine Mills to United States of America, recorded May 4, 1988, Microfilm R-165, Page 1416, Deed Records. Affects Sec. 16-4S-33
65. Easement and Reservations, including the terms and provisions thereof, contained in U. S. Patent, recorded December 6, 1988, Microfilm R-173, Page 1508, Deed Records. Affects Sec. 1, 2, 12, 13, 25, 5S-30; Sec. 1, 2, 3, 11, 12, 13, 23, 34, 6S-30; Sec. 30 & 31, 5S-31, Sec. 5, 6, 7, 8, 9, 18, 19, 6S-31, Sec. 25, 26, 34, 36, 6S-32, Sec. 29, 31, 32, 6S-33.
66. Easement, including the terms and provisions thereof, granted by Georgia Pacific corp to United States of America, recorded September 25, 1967, Book 290, Page 651, Deed Records. Affects Sec. 1-5S-30
67. Easement, including the terms and provisions thereof, granted by United States of America to Georgia Pacific Corp., recorded February 28, 1967, Book 288, Page 206, Deed Records. Affects Sec. 24, 25, 26, 34, 35, 6S-32, Sec. 30-6S-33
68. Easement, including the terms and provisions thereof, granted by Georgia Pacific to United States of America, recorded November 23, 1972, Book 287, Page 54, Deed Records. Affects Sec. 27-6S-32
69. Easement, including the terms and provisions thereof, granted by Georgia Pacific to United States of America, recorded May 25, 1972, Book 321, Page 235, Deed Records. Affects Sec 1-5S-30
70. Easement, including the terms and provisions thereof, granted by Georgia Pacific to United States of America, recorded April 17, 1967, Book 288, Page 666, Deed Records. Affects Sec. 25, 26, 27, 34, 35, 33, 6S-30, Sec. 30-6S-33
71. Easement, including the terms and provisions thereof, granted by Georgia Pacific to United States of America, recorded December 11, 1964, Book 278, Page 259, Deed Records. Affects Sec. 26, 27, 28, 34, 35, 36, 6S-32, Sec. 31 & 32, 6S-33

72. Mortgage, including the terms and provisions thereof, given to secure a note for \$483,330.00, with interest thereon,  
From : Louisiana Pacific  
To : Holdman Ranches, Inc.,  
Recorded: February 16, 1994, Microfilm R-248, Page 1573, Mortgage Records. Affects Sec. 29, 32, 4S-32, Sec. 5-5S-32
73. Easement, including the terms and provisions thereof, granted by Louisiana Pacific to United States of America, recorded April 19, 1982, Microfilm R-90, Page 1840, Deed Records. Affects Sec. 13-5S-30
74. Easement, including the terms and provisions thereof, granted by PRLC to Ralph Davis, recorded December 10, 1940, Book 160, Page 107, Deed Records. Affects Sec. 27-6S-32
75. Terms and provisions contained in Easement, including the terms and provisions thereof, granted by Floyd Dudek, et ux, to Pilot Rock Lumber Company, recorded October 25, 1949, Book 190, Page 470, Deed Records. Affects Sec. 20, 21, 28, 29, 6S-31
76. Terms and provisions contained in easement, including the terms and provisions thereof, granted by Oatho M. Kock to PRLC, recorded November 15, 1956, Book 238, Page 408, Deed Records. Affects Sec. 28 & 33, 6S-31
77. Terms and provisions contained in Easement, including the terms and provisions thereof, granted by Lola A. Flynn Morgan to PRLC, recorded December 6, 1956, Book 238, Page 672, Deed Records. Affects Sec. 30 & 31, 6S-31
78. Terms and provisions contained in Easement, including the terms and provisions thereof, granted by Leslie Owen, et al, to Georgia Pacific Pine Mills Co., recorded August 15, 1961, Book 264, Page 313, Deed Records. Affects Sec. 8, 9, 16, 17, 18, 19, 20, 21, 29, 5S-31
79. Terms and provisions contained in Easement, including the terms and provisions thereof, granted by Ortho M. Koch to PRLC, recorded June 12, 1957, Book 243, Page 3, Deed Records. Affects Sec. 25-6S-30
80. Terms and provisions contained in Easement, including the terms and provisions thereof, granted by Finis Kirkpatrick, et al, to PRLC, recorded May 8, 1960, Book 257, Page 100, Deed Records. Affects Sec. 8 & 9, 6S-31
81. Terms and provisions contained in easement, including the terms and provisions thereof, granted by United States of America to Georgia Pacific, recorded July 17, 1967, Book 287, Page 516, Deed Records. Affects Sec. 4, 5, 6, 7, 10, 11, 12, 6S-32, Sec. 7, 8, 18, 6S-33
82. Terms and provisions contained in easement, including the terms and provisions thereof, granted by United States of America to Georgia Pacific, recorded February 28, 1967, Book 288, Page 206, Deed Records. Affects Sec. 13, 23, 24, 25, 26, 34, 35, 6S-32, Sec. 30-6S-33

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83. Terms and provisions thereof, contained in easement, including the terms and provisions thereof, granted by United States of America to Georgia Pacific, recorded April 30, 1968, Book 293, Page 675, Deed Records. Affects Sec. 35, 36, 6S-31, Sec. 26, 27, 28, 29, 31, 32, 35, 36, 6S-32, Sec. 31-6S-33
84. Easement, including the terms and provisions thereof, granted by Lee W. Roberts, disclosed in Deed to Northwestern Gas & Electric Co. recorded December 8, 1904, Book 45, Page 280, Deed Records, and assigned by Book 68, Page 293, Deed Records, to Pacific Power & Light Co. Affects lands in Sec. 10-4N-37
85. Easement contained in Deed from Lee W. Roberts, et ux, to Dan J. Kirk, et ux., recorded September 15, 1917, Book 99, Page 501, Deed Records. Affects lands in Sec. 10-4N-37
86. Easement, including the terms and provisions thereof, contained in Deed from Lee W. Roberts to W. G. Coleman, recorded September 25, 1916, Book 95, Page 448, Deed Records. Affects lands in Sec. 10-4N-37
87. Reservations, including the terms and provisions thereof, contained in deed to Harris Pipe Mills, recorded June 26, 1960, Book 257, Page 250, Deed Records. Affects lands in Sec. 24-3N-35
88. Easement, including the terms and provisions thereof, granted by Louisiana Pacific to Cavenham Forest Industries, Inc., recorded June 14, 1990, Microfilm R-193, Page 1393, Deed Records. Affects lands in Sec. 1 & 12, SN-37
89. Terms and provisions contained in Easement from Cavenham Forest Industries, Inc., to Louisiana Pacific, recorded June 14, 1990, Microfilm R-193, Page 1399, Deed Records. Affects lands in Sec. 12-SN-37
90. The property described herein consist of portions that are contiguous. Access to such parcels may be through these adjoining tracts. Rights of access to the property are limited to those county roads which abut or pass through the property described herein, and no representation is made that all parcels and/or parts thereof have independent access.
91. We are unable to ascertain from the records if the premises herein described have a means of ingress and egress to and from a legally dedicated road or highway and for this reason such rights cannot be insured.
92. A certified copy of the resolution authorizing the execution of the conveyance documents to be insured, which resolution must be passed by the Board of Directors of Louisiana-Pacific Corporation, should be furnished for examination. The resolution should specify the officers authorized to sign on behalf of said corporation.

93. This report does not include a search for Financing Statements filed with Secretary of State and no liability is assumed under this report by reason thereof.
94. This preliminary title report for title insurances, due to the nature of the transaction, is subject to amendment or modifications by the Regional Underwriter for First American Title Insurance Company of Oregon. No final policy of title insurance will be issued until written authorization is received. Any directed changes or additions will be disclosed by a supplement report.
95. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the mean high water mark of North Fork John Day River and any adverse claim based upon the assertion that some portion of said land have been removed from or brought within boundaries of any avulsive movement of North Fork John Day River or has been formed by process of accretion or reliction or has been created by artificial means or has accreted to such portion so created. Affects any portion of said lands lying adjacent to said river.
96. Terms and provisions contained in easement from Myrtle Carnes to Pilot Rock Lumber Co., recorded December 14, 1962, Book 270, Page 171, Deed Records.
97. Terms and provisions contained in easement from Ruth Resler to Pilot Rock Lumber Co., recorded December 14, 1962, Book 270, Page 165, Deed Records.
98. Terms and provisions contained in right of way deed from Charles Mathews, et ux, to Pilot Rock Lumber Co., recorded December 14, 1962, Book 270, Page 164, Deed Records.
99. Terms and provisions contained in corrective easement agreement from A. W. Molke, et ux, to Pilot Rock Lumber Co., recorded December 7, 1955, Book 230, Page 218, Deed Records.
100. Terms and provisions contained in right of way easement from Dimon M. Burns, et ux, to Pilot Rock Lumber Co., recorded March 4, 1955, Book 223, Page 529, Deed Records.
101. Terms and provisions contained in right of way from James S. Rutten, et ux, to Pilot Rock Lumber Co., recorded May 26, 1953, Book 211, Page 498, Deed Records. Said agreement was modified by Modification of grant of easement recorded October 4, 1960, Book 260, Page 371, Deed Records.
102. Terms and provisions contained in right of way easement deed from Cunningham Sheep Company and Pendleton Ranches, Inc., to Pilot Rock Lumber Co., recorded December 14, 1962, Book 270, Page 172, Deed Records.

REEL 293 PAGE 0841

103. Terms and provisions contained in right of way easement from Jessie A. Forth to Pilot Rock Lumber Co., recorded December 14, 1962, Book 270, Page 163, Deed Records.
104. Terms and provisions contained in right of way easement from Chester C. Gordon, et ux, to Pilot Rock Lumber Co., recorded December 23, 1954, Book 222, Page 202, Deed Records.
105. Terms and provisions contained in Right of way easement deed from Beulah E. Boscow to Pilot Rock Lumber Co., recorded December 14, 1962, Book 270, Page 169, Deed Records.
106. Terms and provisions contained in right of way easement deed from William Duff, et ux, to Pilot Rock Lumber Co., recorded December 14, 1962, Book 270, Page 166, Deed Records.
107. Terms and provisions contained in right of way easement deed from Gordon G. Farrington, et ux, to Pilot Rock Lumber Co., recorded December 23, 1954, Book 222, Page 198, Deed Records.
108. Terms and provisions contained in easement from Hugh C. Currin, et ux, to Pilot Rock Lumber Co., recorded December 14, 1962, Book 270, Page 176, Deed Records.
109. Terms and conditions contained in easement agreement from U. S. Gypsum, Company and Georgia-Pacific Corporation, recorded June 14, 1965, Book 280, Page 308, Deed Records.
110. Terms and conditions contained in Easement agreement from Thomas Gilliland, et ux, to Pilot Rock Lumber Company, recorded December 14, 1962, Book 270, Page 168, Deed Records.
111. Easement, including the terms and provisions thereof, granted by Harris Pine Mills to United States of America, for roadway, recorded December 23, 1970, Book 310, Page 360, Deed Records.
112. Memorandum of Lease, including the terms and provisions thereof, between Harris Pine Mills, Lessor and State of Oregon, Department of Fish & Wildlife, recorded October 13, 1988, Microfilm R-171, Page 1257, Deed Records. Affects Sec. 22, 23, 26-2S-33
113. Rights outstanding under amended and restated timber cutting agreement between Kinzua owners and Kinzua Corporation, recorded May 3, 1990, Microfilm R-192, Page 77, Deed Records.



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RECEIVED

DEC 29 2000

UMATILLA COUNTY RECORDS



2000-3800682

1 of 5

Upon Recording Return To:  
Pamela J. Chappel  
Bureau of Land Management  
P. O. Box 2965  
Portland, Oregon 97208

OR 51858-P3

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
WARRANTY DEED

380 0682

For and in consideration of the exchange of certain land and interests in land as authorized by the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.), as amended, and the Oregon Land Exchange Act of 2000, P.L. 106-257, **PIONEER RESOURCES I, LLC**, a Delaware limited liability company, formerly known as Pioneer Resources, L.L.C., an Oregon limited liability company, the Grantors, whether one or more, does hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA, and its assigns, the following described real property situated in the Counties of Grant, Morrow and Umatilla, State of Oregon, to wit:

Willamette Meridian, Oregon

(See the attached Exhibit A, Legal Description,  
attached hereto and made a part of this deed)

The area described contains 21,209.83 acres, more or less.

The acquiring Federal agency is the Department of the Interior, Bureau of Land Management. The actual consideration for this transfer is \$4,900,000 received from a third part exchange facilitator and the exchange of other real property received from Grantee, which is the whole consideration.

Said property SUBJECT TO:

1. Such rights as the Oregon Department of Fish and Wildlife, its successors and assigns may have for an easement, contained in that document recorded November 3, 1976 in Microfilm R-11, Page 1075, Umatilla County Records. (Affects a portion of the S $\frac{1}{2}$ SE $\frac{1}{4}$ , section 29, the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$ , section 35, the N $\frac{1}{2}$ NW $\frac{1}{4}$  and SW $\frac{1}{4}$ NW $\frac{1}{4}$ , section 36, T. 6 S., R. 30 E., W.M.; the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ NW $\frac{1}{4}$ , section 31, the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and SE $\frac{1}{4}$ NW $\frac{1}{4}$ , section 32, T. 6 S., R. 31 E., W.M.);
2. Such rights as the Oregon Department of Fish and Wildlife, its successors and assigns may have for an easement, contained in that document recorded October 27, 1976 in Deed Book 115, page 655, Grant County Deed Records. (Affects lots 3 and 4, section 2, the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , section 3, lot 3, S $\frac{1}{2}$ NE $\frac{1}{4}$  and S $\frac{1}{2}$ NW $\frac{1}{4}$ , section 4, lots 1 and 3, and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$  and N $\frac{1}{2}$ SW $\frac{1}{4}$ , section 5, T. 7 S., R. 30 E., W.M.);

PIONEER TITLE CO. 59501-9  
100 SE 3rd St., Portland, OR, 97201

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ATTACHMENT 7

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OR 51858-P3

3. A reservation of all minerals to Roxy Winifred Lawther, contained in that certain deed, recorded November 19, 1946, in Book 179, page 219, Umatilla County Deed Records. (Affects the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$  and S $\frac{1}{2}$ SE $\frac{1}{4}$  of section 31, T. 6 S., R. 31 E., W.M.);
4. Such rights as Nels R. Nelson and Barbara A. Nelson may have for a power line and telephone line easement contained in that document recorded April 14, 1980, in Microfilm R-64, page 988, Umatilla Deed Records. (Affects certain lands within the roadway in section 36, T. 6 S., R. 30 E., and section 30-33, T. 6 S., R. 31 E., W.M.);
5. Such rights as Telephone Utilities of Eastern Oregon, Inc., its successors or assigns may have for a telephone line easement contained in said document recorded November 25, 1983 in Microfilm R-107, Page 1146, Umatilla County Deed Records. (Affects the SE $\frac{1}{4}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ SE $\frac{1}{4}$ , section 35, the NW3, section 36, T. 6 S., R. 30 E., W.M.);
6. Such rights in any Grazing Subleases which exist on the herein described property, all of which shall terminate as of March 18, 2001;
7. Easement, including the terms and provisions thereof, contained in right of way deed from Oatho M. Kock to Pilot Rock Lumber Company, recorded November 15, 1996 in Book 238, Page 408, Umatilla County Deed Records; (Affects the NW $\frac{1}{4}$ NE $\frac{1}{4}$ , sec. 32, T. 6 S., R. 31 E., W.M.)
8. Easement, including the terms and provisions thereof, contained in Grant Deed from Louisiana-Pacific Corporation to Donald Roy Shanafelt, et ux, recorded August 18, 1993 in Microfilm R-104, Page 1800, Umatilla County Deed Records. (Affects the NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 32, T. 6 S, R 31 E., W.M.);
9. Offer to Lease and Lease for Oil and Gas, including the terms and provisions thereof, between the United States Department of the Interior, Bureau of Land Management, lessor and Deca Energy Corp., lessee, dated Dec. 22, 1981, recorded July 22, 1982 in Book K, Page 888, Grant County Leases & Agreements, affecting lands in T. 7S., R. 30E., W.M;
10. Oil and Gas Lease, including the terms and provisions thereof, between Joe P. Doherty Sheep Ranch, Inc., lessor, and Inca Oil and Gas, Inc., lessee, dated May 15, 1981, recorded Sept. 1, 1981 in Book K, Page 655, Grant County Leases & Agreement Records. Partial Release of Oil and Gas Lease, Including the terms and provisions thereof, in Book M, Page 233, Grant County Leases & Agreement Records. We find no assignment of record to Atlantic Richfield Co.; and
11. Matters disclosed in Declaration and on plat for Land Partitioning No. 98-08 filed in the office of the Grant County Clerk on February 23, 1998.

TO HAVE AND TO HOLD unto the UNITED STATES OF AMERICA and its assigns forever.

Grantors covenants and warrants that, except as shown above, that the Grantors are lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is free and clear of liens, claims or encumbrances and that, except as shown above, Grantors will defend the title to the real property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 21<sup>st</sup> day of December, 2000.

**Pioneer Resources I, LLC, a Delaware limited liability Company**

By Olympic Resource Management LLC, a Washington limited liability company, Its Manager

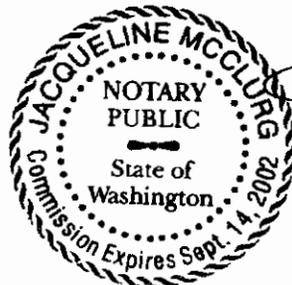
*Thomas M. Ringo*

By: Thomas M. Ringo  
Its: Senior Vice President

Acknowledgment

STATE OF Washington )  
 ) ss:  
COUNTY OF Kitsap )

On the 21<sup>st</sup> day of December, 2000, personally appeared before me, Thomas M. Ringo, 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 Senior Vice President of Olympic Resource Management LLC, a Washington limited liability company and that said document was signed by him on behalf of said company.



*Jacqueline McClurg*  
Notary Public in and for the State of Washington  
My commission expires: 9-14-02



EXHIBIT A

Willamette Meridian, Morrow County, Oregon

T. 6 S., R. 28 E.,

Section 36, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$  and SW $\frac{1}{4}$ SW $\frac{1}{4}$ .

T. 6 S., R. 29 E.,

Section 31, Lots 2-4, 7, 9, 10-11, 14-16, inclusive, and W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$  and SE $\frac{1}{4}$ ;

Section 32, SW $\frac{1}{4}$ ;

Section 36, All.

Willamette Meridian, Umatilla County, Oregon

T. 6 S., R. 30 E.,

Section 06, Lots 1-3, inclusive, and SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ ;

Section 07, Lots 1-4, inclusive, and E $\frac{1}{2}$  and E $\frac{1}{2}$ W $\frac{1}{2}$ ;

Section 18, Lots 1-4, inclusive, and E $\frac{1}{2}$  and E $\frac{1}{2}$ W $\frac{1}{2}$ ;

Section 19, Lots 2, 3, 4 and NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ ;

Section 23, S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ ;

Section 24, NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$  and S $\frac{1}{2}$ ;

Section 25, N $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$  and NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Section 26, NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ ;

Section 27, NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ ;

Section 28, SE $\frac{1}{4}$ NW $\frac{1}{4}$  and SW $\frac{1}{4}$ ;

Section 30, Lots 1-4, inclusive, and E $\frac{1}{2}$  and E $\frac{1}{2}$ W $\frac{1}{2}$ ;

Section 31, Lots 1-4, inclusive, E $\frac{1}{2}$  and E $\frac{1}{2}$ W $\frac{1}{2}$ ;

Section 32, N $\frac{1}{2}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ ;

Section 33, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$  and SE $\frac{1}{4}$ ;

Section 34, E $\frac{1}{2}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Section 35, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Section 36, E $\frac{1}{2}$  and NW $\frac{1}{4}$ .

T. 6 S., R. 31 E.,

Section 18, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Section 19, Lots 1-3, inclusive, and SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Section 30, SE $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Section 31, Lot 2, W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ ;

Section 32, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ ;

Section 33, W $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ SW $\frac{1}{4}$ .



Willamette Meridian, Grant County, Oregon

T. 7 S., R. 28 E.,

Section 01, Lots 1-4, inclusive, and NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub>;  
Section 12, W<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>.

T. 7 S., R. 29 E.,

Section 01, Lots 1-4, inclusive, and SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub>;  
Section 02, Lots 1-4, inclusive, and S<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>, E<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub> and SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
Section 03, Lots 1-3, inclusive, and SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub>;  
Section 04, S<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;  
Section 06, Lots 2-14,16-25, and SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>;  
Section 07, Lots 3-10, 16, 17, 18, 19, and 20;  
Section 08, S<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub> and N<sup>1</sup>/<sub>2</sub>S<sup>1</sup>/<sub>2</sub>;  
Section 09, N<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> and NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>;  
Section 10, N<sup>1</sup>/<sub>2</sub>, NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
Section 11, N<sup>1</sup>/<sub>2</sub> and N<sup>1</sup>/<sub>2</sub>S<sup>1</sup>/<sub>2</sub>;  
Section 12, NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>.

T. 7 S., R. 30 E.,

Section 01, Lots 1-3, inclusive, and, S<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>, N<sup>1</sup>/<sub>2</sub>S<sup>1</sup>/<sub>2</sub> and SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>;  
Section 02, Lots 3 and 4, S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub>;  
Section 03, S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub>;  
Section 04, Lots 3 and 4, S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub>;  
Section 05, Lots 1, 3, and 4, and S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub> and W<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;  
Section 06, Lots 1-7, inclusive, and SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub>;  
Section 07, Lot 1, and NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> and NE<sup>1</sup>/<sub>4</sub>;  
Section 08, W<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>;  
Section 09, W<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>;  
Section 10, N<sup>1</sup>/<sub>2</sub>;  
Section 11, N<sup>1</sup>/<sub>2</sub>;  
Section 12, W<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>.

State of Oregon )  
County of Umatilla )

This instrument was received  
and recorded on

12-29-00 at 3:30

in the record of document  
code type DE-WD

Location R380-0662  
Document number 2000-3800682  
Fee 48.00

Office of County Records

Records Officer

46  
5

2004 474 555



2004-4740555 1 of 5

RECEIVED

DEC 27 2004

UMATILLA COUNTY  
RECORDS

SPECIAL WARRANTY DEED

Donald Roy Shanafelt and Priscilla L. Shanafelt, husband and wife, Grantors, convey and specially warrant to Kent Heady and Celia Heady, husband and wife, Grantees, the real property described on Exhibit "A" attached hereto and by this reference incorporated herein, free of encumbrances created or suffered by the Grantors except as specifically set forth on Exhibit "B" attached hereto.

The true and actual consideration for this conveyance is \$200,000.00.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Until a change is requested, all tax statements are to be sent to the following address: Kent & Celia Heady, P.O. Box 2006, Dale OR 97880

DATED this 2nd day of June, 2003.

*Donald Roy Shanafelt*  
Donald R. Shanafelt  
*Priscilla L. Shanafelt*  
Priscilla L. Shanafelt

After Recording, Return to:  
Pioneer Escrow CE#35480  
P.O. Box 1538  
Pendleton OR 97801

1 - Special Warranty Deed

ATTACHMENT 8

PIONEER TITLE CO.  
126 SE Court. Pend. OR. 97801

9

STATE OF OREGON )  
 ) ss.  
County of Umatilla )  
June 2nd, 2003.

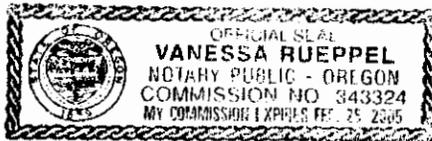
Personally appeared before me the above-named Donald Roy Shanafelt and acknowledged the foregoing instrument to be his voluntary act and deed.



Vanessa Rueppel  
Notary Public for Oregon  
My Commission Expires: 2-25-05

STATE OF OREGON )  
 ) ss.  
County of Umatilla )  
June 2nd, 2003.

Personally appeared before me the above-named Priscilla L. Shanafelt and acknowledged the foregoing instrument to be her voluntary act and deed.



Vanessa Rueppel  
Notary Public for Oregon  
My Commission Expires: 2-25-05

EXHIBIT A  
SPECIAL WARRANTY DEED

  
2004-4740555 3 of 5

The East Half of the Northwest Quarter of the Southeast Quarter of Section 35, Township 6 South, Range 30, East of the Willamette Meridian, Umatilla County, Oregon

EXHIBIT B  
SPECIAL WARRANTY DEED

2004-4740555 4 of 5

Subject to the usual printed exceptions in the standard title insurance policy:

**PRINTED EXCEPTIONS IN THE STANDARD TITLE INSURANCE POLICY**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records, proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, encumbrances or claims thereof not shown by the public records, unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Discrepancies, conflicts in boundary line, shortage in area, encroachments, or any other facts which a correct survey would disclose.

And:

NOTE I: 2002-2003 Taxes, \$142.50, paid in full.  
Code 80-01, Map No. 6S-30, Tax Lot No. 6001, Serial No. 142928

NOTE II: 2002-2003 Taxes, \$228.56, paid in full.  
Code 80-1, Personal Property Account No. X172435, Serial No. 144402  
Assessment is for a personal property mobile home located on the described lands and assessed to Donald R. Shanafelt and Priscilla Shanafelt

COMMENT : A manufactured home or mobile home located on the herein described premises is not included in the Title Insurance coverage unless the Title Elimination Certificate has been recorded in the Umatilla County Records and the Manufactured Housing Endorsement has been issued. Subject to requirements and provisions of O.R.S. 311.280, Manufactured Home Taxes may become liens on real property.

EXHIBIT B  
SPECIAL WARRANTY DEED  
CONTINUED

2004-4740555 5 of 5

As disclosed by the tax rolls the premises herein described have been zoned or classified for special use. At any time that said land is disqualified for such use said property will be subject to additional taxes and interest.

Persons or parties acquiring title to said lands should check with the appropriate Planning Department and Assessors Office to verify zoning or classification.

**LACK OF ACCESS:** We are unable to ascertain from the records if the premises herein described have a means of ingress and egress to and from a legally dedicated road or highway, and for this reason such rights cannot be insured.

Easement of Way for the benefit of the general public for angling and other recreational uses, including the terms and provisions thereof  
Grantor : Louisiana-Pacific Corporation  
Grantee : State of Oregon, Fish and Wildlife Commission  
Recorded : November 3, 1976 in Microfilm R-11, Page 1075, Office of County Records.

State of Oregon )  
County of Umatilla )

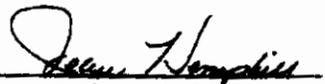
This instrument was received  
and recorded on

12-27-04 at 3:15

in the record of instrument  
code type DE-WO

Instrument Number 2004-4740555  
Fee 48.00

Office of County Records

  
Records Officer