

74500

M4C-10410; 10411; 10412; 10413

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EXCHANGE DEEDVol. 187 Page 8130

WEYERHAEUSER COMPANY, a Washington corporation, Grantor, for and in consideration of an exchange of land under the provisions of the Act of March 20, 1922 (42 Stat. 465, as amended; 16 U.S.C. 485, 486), and Sec. 206 of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1716), the receipt of which is hereby acknowledged, warrants, and conveys to the UNITED STATES OF AMERICA, Grantee, and its assigns, all of the following described real property situated in the Counties of Klamath and Lake, State of Oregon.

Willamette MeridianKlamath CountyT.25S., R.7E.

Sec. 25
Sec. 35
Sec. 36

NE1/4
S1/2SW1/4
SW1/4NE1/4

T.25S., R.8E.

Sec. 30

Sec. 31

T.26S., R.8E.

Sec. 5

T.36S., R.6E.

Sec. 36

T.27S., R.7E.

Sec. 32
Sec. 33
Sec. 34

NE1/4SE1/4
S1/2
SW1/4, S1/2SE1/4

Lots 1 and 2, NE1/4NE1/4, E1/2NW1/4 excepting therefrom a 200 foot strip for State Highway 58.
Lots 3 and 4

W1/2SW1/4

E1/2NE1/4

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Willamette Meridan

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T.29S., R.7E.

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| Sec. 4 | NW1/4SW1/4 |
| Sec. 5 | N1/2S1/2 excepting therefrom a 132 foot strip for State Highway 138. |
| Sec. 6 | Lots 6, 7, N1/2SE1/4, NE1/4SW1/4 excepting therefrom a 132 foot strip for State Highway 138. |
| Sec. 7 | Lots 1 and 2, E1/2NW1/4. |
| Sec. 18 | Lots 2, 3, and 4, SE1/4SW1/4 |
| Sec. 19 | All |
| Sec. 20 | SW1/4NW1/4, S1/2 |
| Sec. 29 | All |
| Sec. 30 | All |
| Sec. 31 | All |
| Sec. 32 | All |

T.32S., R.7E.

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|---------|----------------------|
| Sec. 32 | E1/2SW1/4, S1/2SE1/4 |
|---------|----------------------|

T.33S., R.7E.

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|---------|-------|
| Sec. 30 | NE1/4 |
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T.34S., R.7E.

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|---------|-------|
| Sec. 18 | NE1/4 |
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T.35S., R.7E.

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|---------|----------------------|
| Sec. 23 | N1/2NE1/4, N1/2SE1/4 |
|---------|----------------------|

T.34S., R.8E.

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|--------|-------|
| Sec. 4 | SE1/4 |
|--------|-------|

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|---------|-------|
| Sec. 20 | SW1/4 |
|---------|-------|

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|---------|-------------------------|
| Sec. 30 | Lots 3 and 4, E1/2SW1/4 |
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|---------|---|
| Sec. 31 | Lots 1 and 2, W1/2E1/2NW1/4, NE1/4SW1/4 |
|---------|---|

T.30S., R.9E.

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|--------|----------------------|
| Sec. 1 | W1/2NE1/4, E1/2NW1/4 |
|--------|----------------------|

Willamette MeridianT.31S., R.9E.

- Sec. 20 Lots 2, 3, 4, and 10, S1/2NE1/4NE1/4, W1/2SE1/4NE1/4
Sec. 28 Lots 1 and 2, SW1/4NW1/4, W1/2SE1/4SW1/4
Sec. 29 Lot 1 of the NE1/4
Sec. 33 Lot 1

T.26S., R.10E.

- Sec. 28 N1/2S1/2, S1/2SW1/4
Sec. 29 NE1/4SE1/4
Sec. 32 NE1/4NE1/4
Sec. 33 NE1/4NW1/4

T.33S., R.10E.

- Sec. 23 W1/2

T.28S., R.11E.

- Sec. 15 N1/2SE1/4, SE1/4SE1/4
Sec. 22 NE1/4NE1/4
Sec. 23 NW1/4NW1/4, S1/2NW1/4

T.34S., R.12E.

- Sec. 7 E1/2SE1/4SE1/4
Sec. 8 SW1/4SW1/4
Sec. 18 E1/2E1/2NE1/4, E1/2W1/2E1/2NE1/4

T.34S., R.13E.

- Sec. 26 W1/2SW1/4, SE1/4SW1/4
Sec. 27 E1/2E1/2E1/2SW1/4, SE1/4
Sec. 34 E1/2E1/2NE1/4NW1/4, N1/2NE1/4
Sec. 35 NW1/4NW1/4

Williamette Meridan

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T.35S., R.13E.

Sec. 17

W1/2E1/2

T.33S., R.14E.

Sec. 30

Lot 4, S1/2SE1/4

Sec. 31

Lots 1, 2, 3, 4, and 5, NE1/4, SE1/4NW1/4,
NE1/4SW1/4

Sec. 32

SW1/4NW1/4, NW1/4SW1/4

T.34S., R.14E.

Sec. 6

Lots 2, 3, 4, 5, and 6, S1/2NE1/4, SE1/4NW1/4,
E1/2SW1/4, W1/2SE1/4, NE1/4SE1/4

Sec. 7

W1/2NE1/4, E1/2NW1/4, NE1/4SW1/4, W1/2SE1/4

Sec. 18

Lots 1, 2, 3, and 4, E1/2SW1/4, W1/2SE1/4

T.35S., R.14E.

Sec. 25

NE1/4, N1/2NW1/4, W1/2SW1/4, N1/2SE1/4

Sec. 26

N1/2NW1/4, E1/2SE1/4

Sec. 27

NE1/4NE1/4, SW1/4NE1/4, S1/2NW1/4, NE1/4SW1/4

Sec. 36

N1/2N1/2

T.33S., R.15E.

Sec. 8

NE1/4, E1/2NW1/4, NE1/4SW1/4, NW1/4SE1/4

Sec. 16

NE1/4, S1/2NW1/4, S1/2

T.35S., R.15E.

Sec. 30

Lots 1, 2, and 3, NE1/4, E1/2NW1/4, SE1/4

Sec. 31

Lots 1, 2, 6, and 7, NE1/4, E1/2NW1/4, N1/2SE1/4

T.36S., R.15E.

Sec. 36

SE1/4SW1/4, NW1/4SE1/4

Willamette MeridanLake CountyT.30S., R.14E.**8134**

Sec. 33

S1/2NW1/4

Containing 13,634.24 acres, more or less.

RESERVATIONS

1. Grantor hereby expressly saves, excepts and reseves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon said land including but not limited to, coal, lignite, peat, oil and gas, including coal seam gas, together with the right to enter upon said lands for the purpose of exploring the same for such geothermal resources, metals, ores and minerals, and drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom, including by surface mning methods, all such geothermal resources, metals, ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purpose; provided, that Grantee and Grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved, provided, further, that the exercise of such rights by Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation, SUBJECT TO the regulations of The Secretary of Agriculture (36 CFR 251.15).

Willamette Meridan:

| | <u>Acres</u> |
|--|-----------------|
| T.33S., R.7E., Section 30, NE1/4 | 160.00 |
| T.34S., R.8E., Section 20, SW1/4 | 160.00 |
| Section 30, Lots 3, 4, E1/2SW1/4 | 157.00 |
| T.35S., R.14E., Section 25, NE1/4, N1/2NW1/4, W1/2SW1/4, N1/2SE1/4 | 400.00 |
| Section 36, N1/2N1/2 | 160.00 |
| T.35S., R.15E., Section 30, Lots 1, 2, 3, NE1/4, E1/2NW1/4, SE1/4 | 469.00 |
| Section 31, Lots 1, 2, 6, 7, NE1/4, E1/2NW1/4, N1/2SE1/4 | 418.00 |
| T.36S., R.15E., Section 36, SE1/4SW1/4, NW1/4SE1/4 | 80.00 |
| TOTAL | 2,004.00 |

2. Reserving to Weyerhaeuser Company an easement for an existing logging railroad, being 100 feet in width, lying equally on each side of the centerline, with such additional widths as are required for cuts and fills, over and across the following lands:

T.33S., R.14E., W.M., Sec. 30, SE1/4SE1/4

The centerline of said logging railroad being more specifically described as:

A strip of land 100 feet wide beginning at a point 750 feet north of the SE section corner of Section 30, T.33S., R.14E., W.M. at engineer's station 1333+30 thence N33° 40'W a distance of 661 feet to engineer's station 1340+50 which is 362 feet west of the Northeast corner of the SE1/4SE1/4 of said Section 30.

The railroad easement reservation is subject to the following stipulations:

- a. This easement includes the right to construct, reconstruct, improve, use, control, and maintain the existing logging railroad for all lawful purposes by Weyerhaeuser Company and its assigns, including the right to cut timber upon the easement to the extent necessary for constructing, reconstructing, and maintaining the railroad. Timber so cut shall, unless otherwise agreed to, be cut into lengths specified by the Forest Service and decked along the railroad for disposal by the Forest Service.
- b. That Weyerhaeuser Company will report by the quickest practicable method all fires observed by it in the vicinity of their logging railroad and will extinguish or cause to be extinguished, without cost to the Forest Service, all fires starting on their easement or fires on lands adjoining the easement, the origin of which is directly or indirectly caused by its railroad operation.
- c. That Weyerhaeuser Company will promptly furnish all reasonable assistance in men and materials to be under the direction of Forest Supervisor, Fremont National Forest, to fight fires originating upon or immediately adjacent to their logging railroad easement. If Weyerhaeuser Company, its employees or contractors, were not directly or indirectly responsible by act or neglect for the origin or spread of the fire, reimbursement will be made.
- d. That the Weyerhaeuser Company, its successors or assigns, will, if liable therefore, pay the United States, through the Forest Supervisor, Fremont National Forest, on demand for any and all damages, including suppression costs, for which Weyerhaeuser is liable under Stipulation b above, or under the applicable law of Oregon; and it is agreed that the liability for such damages, as well as liability for damage which shall occur upon such United States' lands by fires started by Weyerhaeuser Company on other land, shall in all cases be determined by the laws of the State, or the United States, if applicable thereto.

- e. That Weyerhaeuser Company will maintain and operate, during the fire season, as determined by the Forest Supervisor, Fremont National Forest, a properly equipped speeder patrol or approved water car following the passage of any empty or loaded train within this easement area.
 - f. That Weyerhaeuser Company will be liable to all provisions of the State of Oregon Forest laws as such apply to the operation of logging railroads.
 - g. That Weyerhaeuser Company will satisfactorily dispose of all slash material and any other debris resulting from the construction and maintenance of the logging railroad.
 - h. Upon the abandonment of the reserved easement, either by formal release, by termination, or by nonuse for a consecutive 2-year period, all improvements thereon not the property of the United States shall be removed, therefrom, within 6 months from the date of the abandonment, otherwise such improvement shall vest in and become the property of the United States. Continued maintenance for future use by trains shall be considered as use of the railroad line for the purposes of this stipulation.
 - i. Officers of the Forest Service shall have free ingress and egress on and over the reserved easement for all purposes necessary and incidental to the protection and administration of all National Forest land and resources.
3. Reserving to Weyerhaeuser Company a perpetual easement 66 feet in width, (33 feet on each side of centerline), with such additional width as required for accommodation and protection of cuts and fills for road right-of-way purposes on road numbers 331, 335, 3546, 3312.015, 1300-250(E), and 1300-280(W) as they are now located, constructed, and in place generally as follows:

Road 331 (Part One):

Beginning at a point which is 1,800 feet, more or less, south of the northeast section corner of Section 30, T.35S., R.15E., W.M., thence in a northwesterly direction over and across the S1/2NE1/4, E1/2NW1/4, and NE1/4NW1/4 of said Section 30 at a point being approximately 800 feet east of the northwest section corner of said Section 30.

Road 331 (Part Two):

Beginning at a point which is 12 feet, more or less, south from the northeast section corner of Section 25, T.35S., R.14E., W.M., thence running in a northwesterly direction over and across the NE1/4NE1/4 to a point which is approximately 14 feet west of the northeast section corner of said Section 25.

Road 335 (Part One):

Beginning at a point which is 850 feet, more or less, east of the northwest section corner of Section 25, T.35S., R.14E., W.M., thence in a southwesterly direction, over and across the NW1/4NW1/4 to a point approximately 20 feet east of the north 1/16 corner on the west line of said Section 25.

Road 335 (Part Two):

Beginning at a point approximately 450 feet west of the east 1/4 corner of Section 26, T.35S., R.14E., W.M., running southeasterly over and across the NE1/4SE1/4 of said Section 26 continuing in a southeasterly direction over and across the W1/2SW1/4 of Section 25, T.35S., R.14E., W.M., to a point approximately 25 feet north of the west 1/16 corner on the south line of said Section 25.

Road 335 (Part Three):

Beginning at a point approximately 60 feet east of the west 1/16 corner on the north line of Section 36, T.35S., R.14E., W.M., thence southerly over and across the N1/2NW1/4 of said Section 36 to a point approximately 30 feet east of the north 1/16 corner on the west line of said Section 36.

Road 3546:

Beginning at a point approximately 1,275 feet south of the northeast section corner of Section 31, T.35S., R.15E., W.M., running southwesterly over and across the E1/2NE1/4, NE1/4SE1/4, and W1/2SE1/4 to a point approximately 1,300 feet west of the southeast section corner of said Section 31.

Road 3312.015:

Beginning at a point approximately 1,125 feet west of the south 1/16 corner on the east line of Section 30, T.33S., R.14E., W.M., thence in a southeasterly direction over and across the SE1/4SE1/4 of said Section 30, thence continuing southeasterly over and across the E1/2NE1/4 of Section 31, T.33S., R.14E., W.M., thence continuing in a southeasterly direction over and across the SW1/4NW1/4, NW1/4SW1/4 of Section 32, T.33S., R.14E., W.M., to a point approximately 350 feet north of the southwest 1/16 corner of said Section 32.

Road 1300.250:

Beginning at a point which is approximately 275 feet east of the west 1/4 corner of Section 5, T.29S., R.7E., W.M., running southerly over and across the NW1/4SW1/4 of said Section 5 to a point where it adjoins State Highway 138, which point is approximately N 13° 11' E, 180 feet distant from the south 1/16 corner on the west line of said Section 5.

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Road 1300.280:

Beginning at a point which is approximately 640 feet east of the west 1/4 corner of Section 6, T.29S., R.7E., W.M., running southwesterly over and across the NW1/4SW1/4 to a point which is approximately 600 feet south of the west 1/4 corner of said Section 6.

Roads 331, 335, 3546, and 3312.015 are currently in the Fremont Road Use Agreement dated July 1, 1971, any and all Weyerhaeuser Company rights listed in this Agreement are reserved for road use activities.

Weyerhaeuser Company, its successors and assigns, shall have the right to use the roads subject only to:

- A. Compliance with traffic control regulations and rules as provided in 36 CFR 261.12, and
- B. The bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.7 (d).

PROVIDED HOWEVER, the easement hereby reserved to Weyerhaeuser Company shall include the right to use said roads for the purpose of operation and moving specialized logging vehicles and other equipment, which right shall not be restricted, except as follows:

Operating vehicles with bunk widths not to exceed 10 feet, with log lengths not to exceed 48 feet, and with gross weight not to exceed 130,000 pounds, and logging and other equipment in excess of the size and weight limitations otherwise applicable to public roads may be used on the road; provided, that if there is any increase in the cost of road reconstruction, repair, or maintenance, which increased cost is solely attributable to Weyerhaeuser Company's hauling of loads in excess of those permitted on adjacent State highways, Weyerhaeuser Company shall bear such increase in costs.

Note: Nothing in this section is intended to deny the United States access to the described roads, right to use said roads, or exercise its ownership over said roads, except as noted above.

4. Reserving to the Grantor and its assigns an easement across the SE1/4 of Section 30, T.35S., R.15E., W.M. for the installation, maintenance, and operation of a hydroelectric development including a pipeline, segment of an access road, forebay, penstock, and generator housing; the easement being 9 feet in width on each side of the centerline with an additional 30 foot by 60 foot area at the generation site, and including 1.1 acres, more or less, as shown approximately on Exhibit 1 attached hereto.

Also reserving to the Grantor and its assigns an easement for a 12-KV power transmission line across the S1/2SE1/4 of Section 30 and the E1/2 of Section 31, T.35S., R.15E., W.M. said easement being 30 feet in total width, approximately 1.4 miles in length, and occupying 5.1 acres, more or less, as shown approximately on Exhibit 1.

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Also reserving to the Grantor and its assigns an easement for a road to be located and constructed on the ground across the SE1/4 of Section 30 and the E1/2 of Section 31, T.35S., R.15E., W.M.; said easement will share segments of rights-of-way with the powerline and pipeline and will occupy an estimated 1.6 additional acres, more or less, also as approximately shown on Exhibit 1.

The United States of America and its assigns shall have the right to use the road for the administration of National Forest System lands.

The lease between the Grantor and its Assignee to occupy the easement is attached to and made a part of this Agreement, and is identified as Exhibit 2. Environmental and other protective measures noted in Exhibit 2 will also apply to the lands received by the United States of America. References to "Weyerhaeuser" will also imply references to the United States of America, to the extent provided by Federal laws and regulations.

Applicable Items in Exhibit 2 which protect the Grantee are:

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|-------------|-------------------------------|
| Section 10; | Items a, b, c, d, e, f, g, h. |
| Section 11; | Items a, b, d. |
| Section 12; | All. |
| Section 14; | Item a. |
| Section 16; | All. |

The United States of America and its assigns shall have the right to cross and recross any of the aforementioned pipeline, transmission line or road easements in Sections 30 and 31, T.35S., R.15E., W.M. for National Forest management purposes, provided that any structural crossings such as roads will be located and constructed at such places and in such a manner as to be mutually acceptable to the Grantor and Grantee. PROVIDED HOWEVER, that if the hydroelectric project is not constructed or operations are terminated, the easements will also terminate, both termini of the pipeline will be obliterated and physical structures such as the generator house and powerline will be removed by the Grantor or his assigns, unless otherwise agreed to by the Grantee.

SUBJECT TO:

1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads, or highways.
2. Rights of the public and of governmental bodies in and to any portion of herein described premises lying below the high water mark of the Deschutes River, Sprague River, North Fork of the Sprague River, Sycan River, Long Creek, and Hammond Creek.
3. Location of power and telephone lines and public roads as the same may now exist.
4. Covenants, conditions, restrictions, and easements, including the terms and provisions thereof, as contained in the following patents recorded in Klamath County Records (all within W.M.):

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| <u>Recorded</u> | <u>Volume</u> | <u>Page</u> | |
|-----------------|---------------|-------------|--|
| 01-15-1906 | 19 | 323 | (Affects SE1/4SW1/4 Sec. 13, T.28S., R.10E.) |
| 08-25-1906 | 20 | 602 | (Affects W1/2 Sec. 5, T.26S., R.8E. and SW1/4 of Sec. 31, T.25S., R.8E., and Sec. 25 and 35, T.25S., R.7E.) |
| 08-24-1907 | 23 | 105 | (Affects NE1/4SW1/4 of Sec. 1, T.28S., R.10E.) |
| 09-29-1916 | 46 | 130 | (Affects Sec. 1, T.25S., R.7E. and Sec. 30, T.25S., R.8E.) |
| 07-23-1927 | 69 | 80 | (Affects N1/2SE1/4, SE1/4SE1/4 of Sec. 15; NE1/4NE1/4 of Sec. 22, all in T.28S., R.11E.) |
| 03-16-1928 | 80 | 3 | (Affects NW1/4NW1/4 of Sec. 23, T.28S., R.11E.) |
| 03-17-1928 | 80 | 12 | (Affects S1/2NW1/4 of Sec. 23, T.28S., R.11E.) |
| 08-13-1928 | 82 | 150 | (Affects SW1/4SW1/4 of Sec. 25, T.27S., R.11E.) |
| 05-23-1930 | 91 | 272 | (Affects N1/2SE1/4, SW1/4 of Sec. 28; NE1/4SE1/4 of Sec. 29; NE1/4NW1/4 of Sec. 33, T.26S., R.10E. Minerals reserved to United States of America.) |
| 07-09-1930 | 91 | 455 | (Affects NE1/4NE1/4 of Sec. 32, T.26S., R.10E.) |
| 02-25-1905 | 17 | 176 | (Affects S1/2SE1/4, SE1/4SW1/4 Sec. 34, T.27S., R.7E.) |
| 02-25-1905 | 17 | 187 | (Affects N1/2SW1/4 Sec. 34, T.27S., R.7E.) |

| <u>Recorded</u> | <u>Volume</u> | <u>Page</u> | |
|-----------------|---------------|-------------|---|
| 02-25-1905 | 17 | 191 | (Affects SW1/4 Sec. 33, T.27S., R.7E.) |
| 02-25-1905 | 17 | 193 | (Affects S1/2 Sec. 32, T.27S., R.7E.) |
| 02-25-1905 | 17 | 194 | (Affects N1/2 Sec. 32, T.29S., R.7E.) |
| 02-25-1905 | 17 | 195 | (Affects SE1/4 Sec. 31, T.29S., R.7E.) |
| 02-25-1905 | 17 | 195 | (Affects NE1/4 Sec. 31, T.29S., R.7E.) |
| 02-25-1905 | 17 | 196 | (Affects E1/2SW1/4, E1/2NW1/4 Sec. 31, T.29S., R.7E.) |
| 02-25-1905 | 17 | 197 | (Affects E1/2SW1/4, E1/2NW1/4 Sec. 30, T.29S., R.7E.) |
| 02-25-1905 | 17 | 198 | (Affects all of Sec. 29, T.29S., R.7E.) |
| 02-25-1905 | 17 | 198 | (Affects S1/2 Sec. 20, T.29S., R.7E.) |
| 02-25-1905 | 17 | 199 | (Affects E1/2SW1/4, E1/2NW1/4 Sec. 19, T.29S., R.7E.) |
| 02-25-1905 | 17 | 200 | (Affects SE1/4 Sec. 19, T.29S., R.7E.) |
| 02-25-1905 | 17 | 203 | (Affects NE1/4SW1/4 Sec. 32, T.27S., R.7E.) |
| 02-25-1905 | 17 | 204 | (Affects SW1/4SW1/4 Sec. 20, T.29S., R.7E.) |
| 02-25-1905 | 17 | 206 | (Affects NE1/4SW1/4 Sec. 6, T.29S., R.7E.) |
| 02-25-1905 | 17 | 207 | (Affects N1/2SW1/4 Sec. 5, T.29S., R.7E.) |
| 02-25-1905 | 17 | 209 | (Affects E1/2NW1/4 Sec. 7, T.29S., R.7E.) |
| 02-25-1905 | 17 | 211 | (Affects NE1/4 Sec. 19, T.29S., R.7E.) |
| 02-25-1905 | 17 | 212 | (Affects Lots 2 and 3, Sec. 18, T.29S., R.7E.) |
| 02-25-1905 | 17 | 213 | (Affects Lot 4, SE1/4SW1/4 Sec. 18, T.29S., R.7E.) |
| 02-25-1905 | 17 | 213 | (Affects Lots 6 and 7, Sec. 6, T.29S., R.7E.) |
| 02-25-1905 | 17 | 214 | (Affects N1/2SE1/4 Sec. 6, T.29S., R.7E.) |
| 02-25-1905 | 17 | 216 | (Affects Lots 1, 2, 3, 4, Sec. 19, T.29S., R.7E.) |
| 02-25-1905 | 17 | 216 | (Affects Lots 1, 2, 3, 4, Sec. 30, T.29S., R.7E.) |
| 02-25-1905 | 17 | 217 | (Affects Lots 1, 2, 3, 4, Sec. 31, T.29S., R.7E.) |
| 02-25-1905 | 17 | 218 | (Affects NW1/4SW1/4 Sec. 4, T.29S., R.7E.) |
| 02-25-1905 | 17 | 219 | (Affects NW1/4SW1/4 Sec. 5, T.29S., R.7E.) |

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| 02-25-1905 | 17 | 220 | (Affects Lots 1 and 2, Sec. 7, T.29S., R.7E.) |
| 08-10-1907 | 23 | 73 | (Affects E1/2 Sec. 30, T.29S., R.7E.) |
| 09-06-1906 | 21 | 64 | (Affects SW1/4SW1/4 Sec. 34, T.27S., R.7E.) |
| 03-26-1921 | 56 | 85 | (Affects NE1/4 Sec. 30, T.33S., R.7E.) |
| 01-18-1928 | 79 | 368 | (Affects SW1/4 Sec. 20, T.34S., R.8E.) |
| 12-29-1955 | 280 | 169 | (Affects N1/2NE1/4 Sec. 23, T.35S., R.7E. Minerals reserved to heirs and assigns.) |
| 12-29-1955 | 280 | 171 | (Affects S1/2SE1/4, E1/2SW1/4 Sec. 32, T.32S., R.7E. Minerals reserved to heirs and assigns.) |
| 05-14-1956 | 283 | 131 | (Affects N1/2SE1/4 Sec. 23, T.35S., R.7E. Minerals reserved to heirs and assigns.) |
| 10-07-1957 | 294 | 600 | (Affects Lots 1, 2, W1/2E1/2NW1/4, Sec. 31, T.34S., R.8E. Minerals reserved to heirs and assigns.) |
| 11-03-1958 | 305 | 625 | (Affects E1/2SE1/4SE1/4 Sec. 7; SW1/4SW1/4 Sec. 8: E1/2E1/2NE1/4, E1/2W1/2E1/2NE1/4 T.34S., R.12E.) |
| 11-08-1962 | 341 | 320 | (Affects Lots 3, 4, E1/2SW1/4 Sec. 30, T.34S., R.8E.) |
| 09-26-1904 | 16 | 436 | (Affects Lot 6, W1/2NE1/4, NW1/4SE1/4 Sec. 31, T.35S., R.15E.) |
| 12-29-1904 | 17 | 25 | (Affects Lot 2, S1/2NE1/4, NE1/4SE1/4, SW1/4SE1/4 Sec. 6; W1/2NE1/4, NE1/4NW1/4 Sec. 7; T.34S., R.14E.) |

| <u>Recorded</u> | <u>Volume</u> | <u>Page</u> | |
|-----------------|---------------|-------------|---|
| 12-24-1905 | 17 | 175 | (Affects S1/2SE1/4 Sec. 30, W1/2NE1/4 Sec. 31, T.33S., R.14E.) |
| 02-12-1908 | 19 | 566 | (Affects Lots 3, 4, 5, SE1/4NW1/4 Sec. 6, T.34S., R.14E.) |
| 04-23-1906 | 20 | 55 | (Affects Lots 1, 2, 3, NE1/4SW1/4 Sec. 18, T.34S., R.14E.) |
| 05-12-1906 | 20 | 125 | (Affects SE1/4NW1/4, NE1/4SW1/4, W1/2SE1/4 Sec. 7, T.34S., R.14E.) |
| 05-12-1906 | 20 | 126 | (Affects Lot 4, SE1/4SW1/4, W1/2SE1/4 Sec. 18, T.34S., R.14E.) |
| 06-18-1906 | 20 | 272 | (Affects Lots 3, 4, 5, NE1/4SW1/4 Sec. 31, T.33S., R.14E.) |
| 07-17-1906 | 20 | 376 | (Affects Lot 6, E1/2SW1/4, NW1/4SE1/4 Sec. 6, T.34S., R.14E.) |
| 07-08-1908 | 24 | 410 | (Affects Lot 4 Sec. 30; Lots 1, 2, SE1/4NW1/4 Sec. 31; T.33S., R.14E.) |
| 11-25-1908 | 25 | 253 | (Affects N1/2NE1/4 Sec. 16, T.33S., R.15E.) |
| 12-29-1908 | 25 | 376 | (Affects N1/2NW1/4 Sec. 26; NE1/4NE1/4 Sec. 27; T.35S., R.14E.) |
| 01-19-1909 | 25 | 437 | (Affects SW1/4NW1/4, N1/2SW1/4, NW1/4SE1/4 Sec. 16, T.33S., R.15E.) |
| 07-12-1909 | 26 | 304 | (Affects N1/2N1/2 Sec. 25, T.35S., R.14E.) |
| 10-09-1909 | 26 | 476 | (Affects SE1/4 Sec. 30, T.35S., R.15E.) |
| 11-16-1909 | 26 | 637 | (Affects NE1/4 Sec. 30, T.35S., R.15E.) |
| 12-18-1909 | 27 | 568 | (Affects S1/2S1/2 Sec. 16, T.33S., R.15E.) |
| 06-01-1909 | 27 | 105 | (Affects E1/2NE1/4 Sec. 31; SW1/4NW1/4, NW1/4SW1/4 Sec. 32; T.33S., R.14E.) |
| 01-03-1910 | 28 | 7 | (Affects S1/2NE1/4, SE1/4NW1/4, NE1/4SE1/4 Sec. 16, T.33S., R.15E.) |

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| 01-19-1910 | 28 | 112 | (Affects SW1/4NE1/4, S1/2NW1/4, NE1/4SW1/4 Sec. 27, T.35S., R.14E.) |
| 12-19-1910 | 32 | 58 | (Affects NE1/4NW1/4 Sec. 30, T.35S., R.15E.) |
| 04-07-1913 | 32 | 368 | (Affects S1/2NE1/4, N1/2SE1/4 Sec. 25, T.35S., R.14E.) |
| 05-26-1913 | 32 | 381 | (Affects Lots 1, 2, 3, SE1/4NW1/4 Sec. 30, T.35S., R.15E.) |
| 06-29-1916 | 32 | 486 | (Affects W1/2SW1/4 Sec. 25; E1/2SE1/4 Sec. 26; T.35S., R.14E.) |
| 03-29-1926 | 32 | 631 | (Affects N1/2N1/2 Sec. 36, T.35S., R.14E.) |
| 01-15-1914 | 32 | 444 | (Affects Lots 1, 2, E1/2NW1/4 Sec. 31, T.35S., R.15E.) |
| 08-25-1917 | 47 | 252 | (Affects NE1/4 Sec. 8, T.33S., R.15E.) |
| 04-04-1927 | 69 | 72 | (Affects NW1/4SE1/4 Sec. 36, T.36S., R.15E.) |
| 11-16-1926 | 72 | 553 | (Affects SE1/4SW1/4 Sec. 36, T.36S., R.15E.) |

5. Reservations and restrictions as contained in the following Deeds from the State of Oregon:

| <u>Recorded</u> | <u>Volume</u> | <u>Page</u> | |
|-----------------|---------------|-------------|--|
|-----------------|---------------|-------------|--|

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|------------|----|-----|---|
| 09-23-1889 | 5 | 80 | (Affects E1/2NE1/4 Sec. 36., T.36S., R.6E., W.M.) |
| 11-06-1907 | 23 | 302 | (Affects NE1/4 Sec. 36, T.25S., R.7E., W.M.) |

6. Reservations and restrictions as contained in Deed to Weyerhaeuser Land Co. Recorded April 29, 1907, in Volume 22, page 401, Deed Records of Klamath County, Oregon. (Reserved riparian rights to United States of America. (Affects E1/2NE1/4 Sec. 36, T.36S., R.6E., W.M.)
7. An Easement in favor of the California Oregon Power Company for regulation and control of water level of Upper Klamath Lake, recorded in October 16, 1941, Volume 141, page 619, Records of Klamath County, Oregon. (Affects E1/2NE1/4 of Sec. 36, T.36S., R.6E., W.M.)
8. Reservations, restrictions, and easements as contained in Deed to the State of Oregon, by and through its State Highway Commission, recorded January 5, 1956, in Volume 280, page 267, Records of Klamath County, Oregon. (Affects NE1/4NE1/4 of Sec. 30, T.25S., R.8E., W.M.)
9. Easements for road purposes, including terms and provisions thereof, in favor of United States of America, as set forth in the following recorded instruments, all in Klamath County, Oregon.

| <u>Recorded</u> | <u>Volume</u> | <u>Page</u> | <u>Affects</u> |
|-----------------|---------------|-------------|---|
| 03-28-1962 | 336 | 322 | SW1/4NE1/4 Sec. 30, T.25S., R.8E., W.M. |
| 03-28-1962 | 336 | 325 | NE1/4NE1/4 Sec. 30, T.25S., R.8E., W.M. |
| 05-27-1966 | M66 | 5560 | SW1/4NE1/4 Sec. 36, T.25S., R.7E., W.M. |
| 05-27-1966 | M66 | 5572 | W1/2SW1/4 Sec. 31, T.25S., R.8E., W.M. |
| 10-20-1947 | 212 | 425 | NW1/4SW1/4 Sec. 4, N1/2S1/2 Sec. 5, N1/2S1/2 Sec. 6, T.29S., R.7E., W.M. |
| 04-08-1971 | M71 | 2951 | NE1/4NE1/4, NW1/4NW1/4, W1/2SW1/4 Sec. 25, N1/2NW1/4 Sec. 26, NE1/4NE1/4, SW1/4NE1/4, |

| | | | |
|------------|-----|-------|---|
| | | | NE1/4SW1/4 Sec. 27, N1/2NW1/4 Sec. 36, T.35S., R.14E., W.M.; NE1/4NE1/4, S1/2NE1/4, E1/2NW1/4 Sec. 8, NW1/4NE1/4 Sec. 16, T.33S., R.15E., W.M.; S1/2NE1/4, fraction of N1/2NW1/4 Sec. 30, E1/2NE1/4, Lot 6 Sec. 31, T.35S., R.15E., W.M. |
| 10-01-1975 | M75 | 11926 | SE1/4NW1/4 Sec. 6, T.34S., R.14E., W.M. |
| 11-16-1981 | M81 | 19896 | SE1/4SE1/4, Lot 4 Sec. 30, NE1/4, SE1/4NW1/4, Lot 1 Sec. 31, SW1/4NW1/4, NW1/4SW1/4 Sec. 32, T.33S., R.14E., W.M.; Lot 2 Sec. 6, T.34S., R.14E., W.M. |
| 09-22-1982 | M82 | 12604 | NW1/4SW1/4, NW1/4SE1/4, NE1/4SW1/4, NW1/4SE1/4, SE1/4SE1/4, SW1/4SW1/4 Sec. 16, T.33S., R.15E., W.M. |

10. An Easement created by instrument, including the terms and provisions thereof, in favor of Pacific Northwest Bell Telephone Company, recorded April 30, 1984, in Volume M84, page 7073, Microfilm Records of Klamath County, Oregon, for telephone line right-of-way. (Affects SW1/4NE1/4 of Sec. 36, T.25S., R.7E., W.M., Klamath County, Oregon.)
11. Reservations and restrictions, including the terms and provisions thereof, as contained in Patent to State of Oregon recorded August 25, 1906, in Volume 20, page 596, Deed Records of Klamath County, Oregon. (Affects E1/2 Sec. 33, T.27S., R.7E.)
12. Reservations and restrictions, including the terms and provisions thereof, as contained in Deed to California and Oregon Land Company recorded August 25, 1906, in Volume 20, page 591, Deed Records of Klamath County, Oregon, to wit:

"and also reserving and excepting from this conveyance the right-of-way granted by said first mentioned Act of Congress to the said State of Oregon, through the lands of the United States, and also a right-of-way for one hundred feet in width upon each side of the centerline of the travelled road of the said Oregon Central Military Road Company, wherever the same runs through or is constructed or located upon lands granted by said Acts of Congress, together with suitable and sufficient grounds to be selected by the said Oregon Central Military Road Company, its successors and assigns for the purpose of toll houses, depot grounds, water tanks, switches, warehouses, or turnouts for a railroad should one be constructed over said route."

13. Reservations and restrictions for logging road use contained in Deeds recorded January 17, 1949, in Volume 228, page 108 and Volume 228, page 112, Deed Records of Klamath County, Oregon. (Affects NE1/4SE1/4 Sec. 32; S2 Sec. 33; SW1/4 Sec. 34; T.27S., R.7E. NW1/4SW1/4 Sec. 4; N1/2S1/2 Sec. 5; Lots 6, 7, NE1/4SW1/4, N1/2SE1/4 Sec. 6; Lots 1, 2, E1/2NW1/4 Sec. 7; Lots 2, 3, 4, SE1/4SW1/4 Sec. 18; All Sec. 19; SW1/4NW1/4, S1/2 Sec. 20; All Sec. 29; All Sec. 30; All Sec. 31; All Sec. 32: T.29S., R.7E. All in W.M.)

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14. Memorandum of Road Use Agreement, including the terms and provisions thereof, between Crown Zellerbach Corporation, a Nevada corporation, and Boise Cascade Corporation, a Delaware corporation, recorded September 8, 1969, in Volume M69, page 7698 Records of Klamath County, Oregon. (Affects NE1/4SE1/4 Sec. 32; S2 Sec. 33; SW1/4 Sec. 34; T.27S., R.7E. NW1/4SW1/4 Sec. 4; N1/2S1/2 Sec. 5; Lots 6, 7, NE1/4SW1/4, N1/2SE1/4 Sec. 6; Lots 1, 2, E1/2NW1/4 Sec. 7; Lots 2, 3, 4, SE1/4SW1/4 Sec. 18; All Sec. 19; SW1/4NW1/4, S1/2 Sec. 20; All Sec. 29; All Sec. 30; All Sec. 31; All Sec. 32; T.29S., R.7E. E1/2SW1/4, S1/2SE1/4 Sec. 32, T.32S., R.7E. NE1/4 Sec. 30, T.33S., R.7E. All in W.M.)
15. An easement, including the terms and provisions thereof, recorded May 8, 1973, in Volume M73, page 5521, Deed Records of Klamath County, Oregon, in favor of United Telephone Company of the Northwest. (Affects the NW1/4SW1/4 Sec. 5, T.29S., R.7E., W.M.)
16. Reservations and restrictions, including the terms and provisions thereof, as contained in Deed to Braymill White Pine Company recorded October 25, 1927, in Volume 78, page 166, Deed Records of Klamath County, Oregon. (Affects SW1/4 Sec. 20, T.34S., R.8E., W.M.)
17. Right-of-Way Deeds, including the terms and provisions thereof, recorded July 21, 1931, in Volume 95, page 586; May 4, 1946, in Volume 188, page 460; and December 26, 1975, in Volume M75, page 16223; Records of Klamath County, Oregon, in favor of Klamath County for road right-of-ways. (Affects SW1/4 Sec. 20, T.34S., R.8E., W.M.)
18. Reservations and restrictions, including subsurface rights reserved for Mattie Weah George, widow, and Robert George, widower, as contained in Deed to Weyerhaeuser Timber Company to Restricted Indian Land recorded December 7, 1955, in Volume 279, page 451, Records of Klamath County, Oregon. (Affects E1/2SE1/4SE1/4 Sec. 7; SW1/4SW1/4 Sec. 8; E1/2E1/2NE1/4, E1/2W1/2E1/2NE1/4 Sec. 18; T.34S., R.12E., W.M.)
19. Reservations and restrictions, including subsurface rights reserved to Avery Charles, et al, as contained in Deed to Weyerhaeuser Timber Company to Restricted Indian Land recorded January 7, 1957, in Volume 289, page 74, Records of Klamath County, Oregon. (Affects W1/2NE1/4, E1/2NW1/4, E1/2NW1/4 Sec. 1, T.30S., R.9E., W.M.)
20. Reservations and restrictions, including subsurface rights reserved to Rosetta Mae Grain, et al, as contained in Deed to Weyerhaeuser Timber Company to Restricted Indian Land recorded January 4, 1957, in Volume 289, page 306 and Volume 289, page 308, Records of Klamath County, Oregon. (Affects NW1/4, SW1/4 Sec. 23, T.33S., R.10E., W.M.)
21. Reservations and restrictions, including subsurface rights reserved for heirs of Lottie Lotches, as contained in Deed to Weyerhaeuser Timber Company recorded December 12, 1957, in Volume 296, page 216, Records of Klamath County, Oregon. (Affects SE1/4 Sec. 4, T.34S., R.8E., W.M.)

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22. Reservations and restrictions, including subsurface rights reserved for heirs of Esther Johnson, as contained in Deed to Weyerhaeuser Timber Company recorded December 23, 1957, in Volume 296, page 402, Records of Klamath County, Oregon. (Affects Lots 2, 3, 4, 10, S1/2NE1/4NE1/4, W1/2SE1/4NE1/4 Sec. 20, T.31S., R.9E., W.M.)
23. Reservations and restrictions, as contained in Deed to Gilbert George, et al, recorded October 3, 1958, in Volume 305, page 627, Records of Klamath County, Oregon. (Affects E1/2SE1/4SE1/4 Sec. 7; SW1/4SW1/4 Sec.8; E1/2E1/2NE1/4, E1/2W1/2E1/2NE1/4 Sec. 18; T.34S., R.12E., W.M.)
24. Reservations and restrictions for roads, highways, utilities, railroads, pipelines, and any other easements in favor of the United States of America as contained in Land Status Report recorded October 31, 1958, in Volume 305, page 629, Records of Klamath County, Oregon. (Affects E1/2SE1/4SE1/4 Sec. 7; SW1/4SW1/4 Sec. 8; E1/2E1/2NE1/4, E1/2W1/2E1/2NE1/4 Sec. 18; T.34S., R.12E., W.M.)
25. Reservations and restrictions, including subsurface rights reserved for heirs of Sally Jackson, as contained in Deed to Weyerhaeuser Timber Company recorded May 15, 1963, in Volume 345, page 271, Records of Klamath County, Oregon. (Affects W1/2E1/2 Sec. 17, T.35S., R.13E., W.M.)
26. Reservations and restrictions, including subsurface rights reserved by Adlia Johnson and his heirs, executors, and administrators, as contained in Deed to Weyerhaeuser Timber Company recorded May 15, 1963, in Volume 345, page 289, Records of Klamath County, Oregon. (Affects Lots 1, 2, SW1/4NW1/4, W1/2SE1/4SW1/4 Sec. 28; Lot 1 of the NE1/4 Sec. 29; Lot 1 Sec. 33; T.31S., R.9E., W.M.)
27. Reservations and restrictions, including subsurface rights reserved for heirs of Jane White, as contained in Deed to Weyerhaeuser Timber Company recorded May 15, 1963, in Volume 345, page 291, Records of Klamath County, Oregon. (Affects NE1/4 Sec. 18, T.34S., R.7E., W.M.)
28. Easement exchange, including the terms and provisions thereof, between Weyerhaeuser Company and Ragnar L. Carlson recorded March 2, 1973, in Volume M73, page 2185, Records of Klamath County, Oregon. (Affects SW1/4 Sec. 20, T.34S., R.8E., W.M.)
29. Easement Supplement, including the terms and provisions thereof, between Weyerhaeuser Company and the State of Oregon recorded February 19, 1981, in Volume M81, page 3006, Records of Klamath County, Oregon. (Affects S1/2SE1/4 Sec. 32, T.32S., R.7E., W.M.)
30. Reservations, restrictions, and easements, including subsurface rights reserved for heirs of Drake Williams, as contained in instrument wherein the United States of America is Grantor and Klamath Lumber Box Company is Grantee, recorded November 21, 1956, in Volume 288, page 111, Deed Records of Klamath County, Oregon. (Affects W1/2SW1/4, SE1/4SW1/4 Sec. 26; NW1/4NW1/4 Sec. 35; T.34S., R.13E., W.M.)

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31. Reservations, restrictions, and easements, including subsurface rights reserved for heirs of Imogene Moore, as contained in instrument wherein the United States of America is Grantor and Weyerhaeuser Timber Company is Grantee, recorded January 17, 1957, in Volume 289, page 199, Deed Records of Klamath County, Oregon. (Affects N1/2N1/2 Sec. 34, T.34S., R.13E., W.M.)
32. Reservations, restrictions, and easements, as contained in instrument wherein the United States of America is Grantor and Weyerhaeuser Timber Company is Grantee, recorded January 30, 1957, in Volume 289, page 390, Deed Records of Klamath County, Oregon. (Affects SW1/4 Sec. 27, T.34S., R.13E., W.M.)
33. Reservations, restrictions, and easements, including subsurface rights reserved to heirs of Eldred George, their heirs and assigns, as contained in instrument wherein the United States of America is Grantor and Weyerhaeuser Timber Company is Grantee, recorded January 30, 1957, in Volume 289, page 392, Deed Records of Klamath County, Oregon. (Affects SE1/4 Sec. 27, T.34S., R.13E., W.M.)
34. Reservations, restrictions, and easements, including all oil and mineral rights not heretofore reserved are reserved to the seller, as contained in instrument wherein Klamath Lumber and Box Co. Inc., is Grantor and Earl J. Scherer is Grantee, recorded February 2, 1963, in Volume 343, page 128, Deed Records of Klamath County, Oregon. (Affects W1/2SW1/4, SE1/4SW1/4 Sec. 26; NW1/4NW1/4 Sec. 35, T.34S., R.13E., W.M.)
35. A Drift Fence Easement, including the terms and provisions thereof, dated April 18, 1964, recorded in Volume 352, page 410, Records of Klamath County, Oregon, in favor of the United States of America. (Affects NE1/4NE1/4, S1/2NE1/4, SE1/4NW1/4, NE1/4SE1/4 of Sec. 16, T.33S., R.15E., W.M.)
36. An Easement for Ditch, including the terms and provisions thereof, dated July 8, 1966, recorded in Volume, M66, page 6880, Microfilm Records of Klamath County, Oregon, in favor of Frank W. Obenchain, also appearing of record as F. W. Obenchain and Ruth Obenchain, husband and wife. (Affects N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4 of Sec. 31, T.35S., R.15E., W.M.)
37. An Easement, including the terms and provisions thereof, dated February 4, 1981, and recorded in Volume M81, page 1750, Microfilm Records of Klamath County, Oregon in favor of Edward L. Taylor and Nancy B. Taylor, and Francis M. McNeley and Marion E. McNeley, for road purposes. (Affects SW1/4SW1/4 of Sec. 25; SE1/4SE1/4 of Sec. 26; T.35S., R.14E., W.M.)

The acquiring agency is the Forest Service, U.S. Department of Agriculture.

DATED this 6th day of May, 1987.

WEYERHAEUSER COMPANY

By:

George H. Weyerhaeuser
President

Attest:

Robert H. Brogensen
Assistant Secretary



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ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this 6th day of May, 1987, before me personally appeared George H. Weyerhaeuser and Robert N. Mogensen, to me known to be the President and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



David A. Young
 Notary Public in and for the State of Washington,
 residing at Tacoma

My commission expires: April 1, 1989

(Checked as to description, consideration, acreage, and condition. Dated this 19th day of March, 1987. Marv Stump)

Return After Recording:
 Marv Stump
 90 Winema National Forest
 2819 Dahlia
 City 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 12th day
 of May A.D., 19 87 at 2:05 o'clock P M., and duly recorded in Vol. 1187,
 of Deeds on Page 8139.
 Evelyn Biehn, County Clerk
 By Sam Smith

FEE \$82.00