

64311

07-08-93P03:33 RCVD

G92-1160

WARRANTY DEED

ATC 93806

The GRANTOR, WEYERHAEUSER COMPANY, a Washington corporation, formerly Weyerhaeuser Timber Company, for valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to DIVIDE RESOURCES, INC., an Oregon corporation, GRANTEE, the following described real estate, situated in Klamath County, Oregon:

See EXHIBIT A attached, incorporated by reference herein.

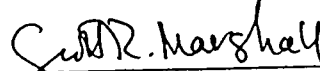
The true and actual consideration for this conveyance, stated in terms of dollars, is One Million Twenty-five Thousand Dollars (\$1,025,000.00).

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 title to the property should check with the appropriate city or county planning department to verify approved uses.

The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations which, in farm or forest zones, may not authorize the construction or siting of a residence. 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 existence of fire protection for structures.

DATED this 1st day of June, 1993.

WEYERHAEUSER COMPANY



Vice President



Assistant Secretary

This instrument is being recorded as an accommodation only. It has not been examined as to the accuracy of the description of the property. This county is not responsible for the accuracy of the description of the property.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Personally appeared before me, the undersigned authority in and for said county and state, on this 1st day of June, 1993, within my jurisdiction, the within named Scott R. Marshall and Pamela M. Redmon, who acknowledged that they are Vice President and Assistant Secretary, of WEYERHAEUSER COMPANY, a Washington corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

G.W. BJERKE
STATE OF WASHINGTON
NOTARY --- PUBLIC
My Commission Expires 3-20-96

G.W. Bjerk
Notary Public
My appointment expires: March 20, 1996

Until a change is requested, all tax statements shall be sent to the following address:

Divide Resources, Inc.
62582 Bowerman Road
Joseph OR 97846

IN KLAMATH COUNTY, OREGONTOWNSHIP 32 SOUTH, RANGE 7 EAST, W.M.Section 35: SW $\frac{1}{4}$ TOWNSHIP 33 SOUTH, RANGE 7 EAST, W.M.

Section 17: SE $\frac{1}{4}$
Section 19: E $\frac{1}{2}$ NE $\frac{1}{4}$
Section 20: W $\frac{1}{2}$ NW $\frac{1}{4}$
Section 35: SW $\frac{1}{4}$

TOWNSHIP 34 SOUTH, RANGE 8 EAST, W.M.Section 28: SW $\frac{1}{4}$ NW $\frac{1}{4}$ **RESERVATION:**

To the extent not heretofore conveyed, excepted or reserved, the Grantor hereby expressly saves, excepts and reserves 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 land 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 mining 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 purposes; 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:

(1) Easements for public roads and highways, for public utilities, and for railroads and pipe lines and any other easements and rights of way of record or acquired by prescription, and to all matters which a prudent inspection of the premises would disclose, and

(2) Document: Easement
Date: December 28, 1959
Grantor: Weyerhaeuser Company
Grantee: United States of America,
Bureau of Indian Affairs
Recording No.: Misc. Volume 13, Page 594
Purpose: Road
Affects: $W\frac{1}{2}SW\frac{1}{4}$ of Sec.35-T32S-R7E
NOTE: Rights subsequently transferred to
Klamath County, Oregon

(3) Reservation of all subsurface rights, except water, as disclosed in:

Document: Deed to Restricted Indian Land
Date: September 4, 1956
Grantor: Helen Lotches Merritt et al
Grantee: Weyerhaeuser Timber Company
Recording No.: Volume 289, Page 76
Affects: $SW\frac{1}{4}$ of Sec.35-T32S-R7E

(4) Rights of Bonneville Power Administration as disclosed in:

Document: Deed to Restricted Indian Land
Date: September 4, 1956
Grantor: Helen Lotches Merritt et al
Recording No.: Volume 289, Page 76
Purpose: Transmission line
Affects: $W\frac{1}{2}SW\frac{1}{4}$ of Sec.35-T32S-R7E
NOTE: Rights subsequently transferred to
Pacific Power & Light Company

(5) Reservation of all subsurface rights, except water, as disclosed in:

Document: Deed to Restricted Indian Land
Date: July 18, 1956
Grantor: Ada L. Ball Vasquez et vir
Grantee: Weyerhaeuser Timber Company
Recording No.: Volume 345, Page 295, AF# 79557
Affects: $SE\frac{1}{4}$ of Sec.17-T33S-R7E

(6) Reservation of subsurface rights, except water, as disclosed in:

Document: Deed to Restricted Indian Lands
Date: December 7, 1955
Grantor: Harry Elmo Pearson et ux
Grantee: Weyerhaeuser Timber Company
Recording No.: Volume 283, Page 129, AF# 10053
Affects: $E\frac{1}{2}NE\frac{1}{4}$ of Sec.19-T33S-R7E
 $S\frac{1}{2}NW\frac{1}{4}$ of Sec.20-T33S-R7E

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(7) Rights of Pacific Telephone & Telegraph Company, as disclosed in:

Document: Warranty Deed
 Date: June 29, 1957
 Grantor: Leroy Gienger et ux
 Grantee: Weyerhaeuser Timber Company
 Recording No.: Volume 292, Page 599
 Affects: SW $\frac{1}{4}$ of Sec.35-T33S-R7E

(8) Document: Easement
 Date: November 15, 1966
 Grantor: Weyerhaeuser Company
 Grantee: Pacific Power & Light Company
 Recording No.: Volume M67, Page 6965
 Purpose: Electric transmission line easement
 Affects: NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec.35-T33S-R7E

(9) Document: Telephone Line Right of Way Easement
 Date: November 19, 1990
 Grantor: Weyerhaeuser Company
 Grantee: Telephone Utilities of Eastern Oregon, Inc.
 Recording No.: Volume M90, Page 25167, AF# 23917
 Purpose: Underground telephone facilities
 Affects: SW $\frac{1}{4}$ of Sec.35-T33S-R7E

(10) Document: Easement for Buried Cable
 Date: September 5, 1984
 Grantor: Weyerhaeuser Company
 Grantee: Telephone Utilities of Eastern Oregon, Inc.
 Recording No.: Volume M84, Page 1649
 Purpose: Underground telephonic cable
 Affects: SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec.28-T34S-R8E

(11) Document: Right of Way Deed - Corporation
 Date: September 27, 1962
 Grantor: Weyerhaeuser Company
 Grantee: United States of America, Forest Service
 Recording No.: Volume 340, Page 518
 Purpose: Road
 Affects: SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec.28-T34S-R8E

(12) Reservation of rights of way for ditches and canals as disclosed in:

Document: Warranty Deed
 Date: May 15, 1957
 Grantor: LeRoy Gienger et ux
 Grantee: Weyerhaeuser Timber Company
 Recording No.: Volume 291, Page 634
 Affects: SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec.28-T34S-R8E

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Aspen Title Co the 8th day
 of July A.D., 19 93 at 3:33 o'clock P.M., and duly recorded in Vol. M93
 of Deeds on Page 16453
 Evelyn Biehn - County Clerk
 By [Signature]

FEE \$50.00