

48594

97 NOV 13 P2:55

Vol. 4297 Page 37512

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
The Nature Conservancy
Western Regional Office
2060 Broadway, Suite 230
Boulder, Colorado 80302
Attention: Western Regional Attorney

FOR REGULAR TAX NOTICES:

MTC 47240-KR

Special Warranty Deed

FOR VALUE RECEIVED, THE GRANTOR, THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, conveys to TULANA HEADQUARTERS, LLC, a California limited liability company, whose address is c/o Mark D. Lubin, Esq., Stein and Lubin, 600 Montgomery Street, 14th Floor, San Francisco, CA 94111, GRANTEE, the following described real estate, situated in the County of Klamath, State of Oregon:

That certain real property more particularly described in Exhibit A (the "Property"), attached hereto and by this reference incorporated herein, including, without limitations the land and all buildings, improvements and fixtures thereon, all mineral, water and grazing and other surface and subsurface rights, hereditaments, easements, incidents and appurtenances belonging thereto.

SUBJECT TO real estate taxes for the year 1997 and all items recorded in the public records.

ALSO SUBJECT TO the following reservations made by Grantor:

1. Non-exclusive access easements in perpetuity for ingress, egress, utilities, irrigation systems and related uses 30 feet in width (15 feet on each side of the centerline) along the existing roads located on the Property, as generally located on the map attached hereto and made a part hereof as Exhibit B, for the benefit of other adjacent property owned by Grantor. The Grantor and Grantee agree that, at the sole discretion of Grantor, the existing roads may be surveyed and described with a metes and bounds legal description at any time. In such an event, Grantor and Grantee agree to execute any and all appropriate documents in the public records to evidence said legal descriptions.
2. An easement in perpetuity along, over and across that portion of the Property (shown generally on Exhibit B as Parcel D) which is covered by that certain Warranty Easement Deed (the "US Deed") from the Grantor to the United States of America, dated July 29, 1996 and recorded in the public records of Klamath County, Oregon at Volume 11196, Page 23103, for the benefit of other adjacent property owned by Grantor for the purposes of (a) possessing, managing, improving, restoring and leasing that portion of the Property in accordance with the US Deed, which may include constructing water management systems including dikes, ditches and drains and flooding that portion of the Property with water, and (b) any other purposes allowable under the terms of the US Deed. In connection with this easement, Grantor also reserves all development, agricultural, water, surface and subsurface minerals, recreation, and

hunting and fishing rights in perpetuity appurtenant to this portion of the Property, and Grantor shall retain all rent and income associated with such rights. Grantor and Grantee agree that neither shall place any mortgages, deeds of trust, or any other monetary encumbrance or lien on this portion of the Property. In the event that such a lien or encumbrance is placed on this portion of the Property, the party responsible for that lien or encumbrance shall immediately remove that lien or encumbrance.

3. The portion of the Property shown generally as Parcel E on Exhibit B is subject to that certain Farm Lease and any existing or future amendments thereto (collectively, the "Farm Lease") between the Grantor, as Landlord, and Pacificorp and New Earth, as Tenants, dated July 19, 1996.

4. An easement in perpetuity along, over and across that portion of the Property shown generally as Parcel E on Exhibit B for the benefit of other adjacent property owned by Grantor for the purposes of (a) possessing, using, managing and leasing the Property in accordance with the uses allowed under the terms of the Farm Lease, and Grantor shall retain all rent and income from the Farm Lease and any other lease on this portion of the Property, (b) managing, improving and restoring that portion of the Property in accordance with the US Deed, which may include constructing water management systems including dikes, ditches and drains and flooding that portion of the Property with water, and (c) any other purposes allowable under the terms of the US Deed.

5. Grantor also reserves all development, agricultural, water, surface and subsurface minerals, recreation, and hunting and fishing rights in perpetuity appurtenant to the portion of the Property shown generally as Parcel E on Exhibit B and such other rights as may be necessary to enable Grantor, Pacificorp and New Earth to comply with the formal consultation on Pacificorp and New Earth operations as permitted by the Bureau of Reclamation for the Lost River sucker and short nose sucker dated July 15, 1996, and Grantor shall retain all rent and income associated with such rights. Without limiting the generality of the foregoing, Grantee covenants that it shall not engage in any agricultural activities on Parcel E at any time. This covenant runs with the land and is for the benefit of adjacent land owned by Grantor. Grantor and Grantee agree that neither shall place any mortgages, deeds of trust, or any other monetary encumbrance or lien on this portion of the Property. In the event that such a lien or encumbrance is placed on this portion of the Property, the party responsible for that lien or encumbrance shall immediately remove that lien or encumbrance.

To Have and to Hold the same unto the said Grantee and Grantee's heirs, successors and assigns forever.

And the Grantor hereby covenants to and with the said Grantee and Grantee's heirs, successors and assigns that said real property is free from encumbrances created or suffered thereon by Grantor and that Grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the Grantor.

37514

The true and actual consideration paid for this transfer, stated in terms of dollars, is One Dollar (\$1.00). However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 10th day of November, 1997; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

GRANTOR:

THE NATURE CONSERVANCY

By *Peter Kinnor*

Its Assistant Secretary

GRANTEE:

TULANA HEADQUARTERS, LLC

By: *[Signature]*

Its Manager

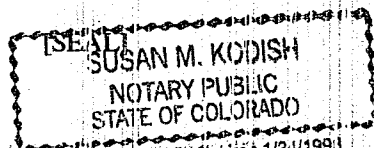
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

37515

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 10th day of November, 1997, by Patrick Reuss, as Asst. Secretary of The Nature Conservancy, a District of Columbia non-profit corporation.

In witness whereof I hereunto set my hand and official seal.



My commission expires on _____.

Susan M. Kodish
Notary Public

STATE OF California)
) ss.
COUNTY OF Marin)

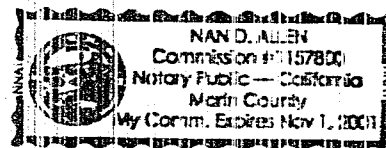
The foregoing instrument was acknowledged before me this 11th day of November, 1997, by Leonard Levinson as manager of Tulana Headquarters, LLC, a California limited liability company.

In witness whereof I hereunto set my hand and official seal.

[SEAL]

Nan D. Allen
Notary Public

My Commission Expires on 11-1-01



37516

Exhibit A

LEGAL DESCRIPTION

All that certain real estate situated in Klamath County, Oregon which is more particularly described as follows:

Parcel 2 of Land Partition No. 22-97 being a portion of the East 1/2 of Sections 19 and 30, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of Americitia the 13th day
of November A.D., 19 97 at 2:55 o'clock P.M. and duly recorded in Vol. M97
of Daeda on Page 37512

FEE \$50.00

By Bernetha G. Leach, County Clerk
Kestum - 8421