

2007-018428

Klamath County, Oregon

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Klamath Falls, OR 97601



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525 Main Street  
Klamath Falls, OR 97601

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## COVER SHEET

**DOCUMENT:** Conservation Easement

**GRANTOR:** Quentin L. Breen, Trustee of the Train Mountain Foundation, an Oregon charitable trust ("TMF"), Train Mountain, Inc., an Oregon Corporation ("TMI"), and Train Mountain Railroad Museum, an Oregon Corporation ("TMRM").

**GRANTEE:** Friends of Train Mountain, Inc., an Oregon Corporation

#146-A

## CONSERVATION EASEMENT

BY THIS CONSERVATION EASEMENT, made this <sup>October</sup> 24 day of August, 2007, Quentin L. Breen, Trustee of the Train Mountain Foundation, an Oregon charitable trust ("TMF"), Train Mountain, Inc., an Oregon corporation ("TMI"), and Train Mountain Railroad Museum, an Oregon corporation ("TMRM"), who shall be referred to collectively as "TM". and whose address is 36941 S. Chiloquin Rd., Chiloquin, OR 97624, conveys and warrants to Friends of Train Mountain, Inc., an Oregon corporation, hereinafter referred to as FTM, whose address is c/o Justin Throne, 280 Main Street, Klamath Falls, OR 97601 a Conservation Easement (hereinafter, "Conservation Easement") of the Property hereinafter described.

**PROPERTY DESCRIPTION:** The property that this Conservation Easement covers is located in Klamath County, Oregon, and the property possesses said significant scenic, forest, natural, and open space values (collectively, "conservation values") which are an extremely important part of the miniature railroad experience and of great importance to TM members and to FTM. The property is those parcels or portions of parcels specifically listed in Exhibit K, shown in the map in Exhibit J, and whose legal descriptions may be found in Exhibit C which exhibits are attached hereto and incorporated herein by this reference and hereinafter referred to as the "Protected Property."

### DEFINITIONS:

"TRACKAGE" shall mean all the improvements desirable to create and enjoy a 1/8 scale railroad with the scenery, model buildings, and features that create a "Miniature World" for the railroad tracks to run through, which includes, but is not limited to: all miniature railroad track, normally of approximately 7.5" gauge, which exists as of the date of signature or may be subsequently developed on the Protected Property including everything constructed and resting upon, or immediately adjacent to and thereby a part of, the respective land easements, and consists of, but not limited to: plastic underlayment, track panels, switches, crossovers, road crossings, switching systems, signal systems, electrical power, wells, pump houses, water systems, model buildings, water towers, signage, drainage, grading, landscaping, plantings, fences, gates, gate houses for the gate mechanisms, driveways, parking areas, rail crossings, trails, sewage systems, porta-potties, sprinklers, irrigation, ponds, dams, communications infrastructure, picnic tables, park benches, model logging/industrial areas, dams, waterfalls, flumes, fountains, ballast, culverts, trestles, turntables, loading and unloading facilities, fueling facilities, bridges and tunnels that exist within the land, and other structures or improvements approved by FTM as necessary for the creation or enjoyment of a Model World for the miniature railroad hobby.

## RECITALS AND DESCRIPTION OF CONSERVATION VALUES

WHEREAS, TM is the largest 7.5" gauge miniature railroad in the world; and

WHEREAS, TM has developed trackage north of South Chiloquin Road including Elizabeth River Loop and Aspen Grove Loop which run through scenic open space that is enjoyed by the members of the miniature railroad hobby; and

WHEREAS, TM and FTM recognize that the development of Trackage through the protected property does not diminish the Conservation Values on the Protected Property, but does give non-intrusive access to enjoy the Conservation Values; and

WHEREAS, TM and FTM propose to construct miles of new Trackage through the Protected Property and wish to protect the Conservation Values along the new Trackage in its current condition; and

WHEREAS, TM and FTM recognize that the Protected Property's scenic open space and Conservation Values are enhanced by the following:

- 1) The access that the Miniature Train Trackage affords TM or FTM members and guests so they may enjoy the open space and Conservation Values; and
- 2) The fact that a significant portion of the Protected Property is currently and will remain, undeveloped, except for Trackage, as a consequence of this Conservation Easement; and
- 3) The fact that the Protected Property will be unavailable for unrestricted development which would impair the Conservation Values of the Protected Property (including views of and across the Property) and the surrounding area; and
- 4) The fact that the open space values result in part from traditional uses of the Protected Property as forestry land; and

WHEREAS, TM and the FTM recognize that the protection of the Protected Property's open space and other Conservation Values will yield significant private and public benefits, as evidenced by the Recitals hereinbefore mentioned; and

WHEREAS, TM and FTM recognize the scenic, natural and open character of the Protected Property, and they have the common purpose of the conservation and protection in perpetuity by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from TM to FTM of affirmative rights for the protection of the Protected Property, and such rights are recognized as a nonpossessory interest in property as defined and set forth in Oregon Revised Statutes 271.715 to 271.795.

CONSERVATION EASEMENT

Page 2 of 12

NOW, THEREFORE, in consideration of Twenty Five Thousand (\$25,000.00) and other valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the the above and the mutual covenants, terms, conditions, and restrictions contained herein, TM hereby voluntarily grants and conveys to FTM and its successors this Conservation Easement over the Protected Property. TM herein declares that the Protected Property shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, and easements hereinafter set forth, which covenants, conditions, restrictions, and easements shall constitute restrictive covenants and shall be deemed to run with the land and to burden the Protected Property.

## **PURPOSE**

### **1. Purpose**

It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever predominantly in its scenic, natural, and open space condition for conservation purposes, and to prevent any use of the Protected Property not expressly permitted herein that will materially impair or interfere with the significant Conservation values of the Protected Property. The parties agree that development of Trackage will not impair or interfere with the significant conservation values of the Protected Property.

## **RIGHTS OF FTM**

**2.0 Affirmative Rights of FTM.** TM hereby grants the following rights to FTM, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to FTM:

- (a) To prevent any party including TM from conducting any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of such areas or features of the Protected Property that may be damaged by any such inconsistent activity or use;
- (b) upon not less than fourteen (14) days prior written notice to TM, and without unreasonably interfering with TM's use and quiet enjoyment of the Protected Property as restricted by this Conservation Easement, to enter upon the Protected Property at reasonable times and in a reasonable manner in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, provided that in the absence of evidence which gives FTM a reasonable basis to believe there has been a violation of the provisions of this Conservation Easement (which evidence shall be made available to TM), such entry shall not occur more often than once annually;
- (c) after providing TM with at least sixty (60) days prior written notice and an

opportunity to cure, to enforce this Conservation Easement in the case of breaches by TM or by third persons (whether or not claiming by, through, or under TM) by appropriate legal proceedings in a local court of competent jurisdiction; and

(d) if FTM in good faith determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property, to obtain injunctive and other equitable relief against any violations in a local court of competent jurisdiction, including without limitation relief requiring removal of offending structures and vegetation and other restoration of the Protected Property to substantially the condition that existed prior to any such violation (it being agreed that FTM will have no adequate remedy at law).

**2.1 Forbearance Not a Waiver.** Any forbearance by FTM to exercise its rights under this Conservation Easement in the event of any breach of any term or provision of this Conservation Easement shall not be deemed or construed to be a waiver by FTM of such term or provision or of any subsequent breach of the same or any other term or provision of this Conservation Easement or of any of FTM's rights under this Conservation Easement. No delay or omission by FTM in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

**2.2 Acts Beyond TM's Control.** Nothing contained in this Conservation Easement shall be construed to entitle FTM to bring any action against TM for any injury to or change in the Protected Property resulting from causes beyond TM's control, including, without limitation, acts of trespassers or the unauthorized or wrongful acts of third parties, fire, flood, storm, and earth movement, or major tree disease, or from any prudent action taken by TM under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude TM's and FTM's rights to pursue any third party for damages to the Protected Property from vandalism, trespass, or any other violation of the terms or provisions of this Conservation Easement.

**2.3 Costs.** In connection with any action to enforce the terms or provisions of this Conservation Easement, TM and FTM shall each be responsible for their own costs of suit, including attorneys' fees.

### **PROHIBITED USES; RESERVED RIGHTS**

**3. Prohibited Uses.** The following acts or uses are expressly forbidden on, over, or under the Protected Property, except as provided in paragraphs 4 and 5:

(a) subdivision, division, or de facto subdivision of any portion of the Protected



11

- Property into more than one ownership excepting the east portion of parcel 27 which presently has caboosees and other full sized railroad cars, which area may be subdivided, leased, or rented so long as the development is properly permitted and is limited to the caboosees and other full sized railroad cars that are presently in place and additional caboosees and no other structures are visible from Elizabeth River Loop. TM may develop the North Caboose Ridge pump house (P-4) and the South Caboose Ridge pump house (P-3). If proper permits are obtained, TM may develop the Great Northern Caboose and pump house in the NE corner of Parcel 11. TM may extend the ledge on parcel 11 west of the Great Northern Caboose by removing dirt that may be needed for the improvement of TM or FTM and, if proper permits are obtained, may locate up to 12 additional caboosees on that ledge so long as they are not visible from the track below the ledge.
- (b) mining, excavating, dredging, or removing from the Protected Property of soil, loam, peat, gravel, sand, hydrocarbons, rock, or other mineral resource or natural deposit; however, this provision shall not be interpreted to prevent the grading of right of ways for the Trackage, grading of access and service roads existing at date of closing or approved by FTM, the spreading and handling of ballast for the miniature railway track, the excavation of the ledge west of the Northern Pacific caboose on Parcel 11, or the collection of used ballast and spreading of the used ballast on roads;
- (c) commercial or industrial uses of the Protected Property, including but not limited to commercial recreational activities other than using the 7.5" for miniature railroad excursions;
- (d) constructing or placing of any building, mobile home, transmission or receiving tower for public utilities, energy facility, or other temporary or permanent structure or facility on, above, or below the Protected Property except as necessary for the Trackage, or for horseback riding or horse and carriage hobbies to use the Protected Property up to 6 times a year, provided that no permanent structures or facilities will be constructed for horseback riding or the horse and carriage hobbies;
- (e) cutting, removing, or otherwise destroying shrubbery or trees except as noted in (5);
- (f) the installation of underground storage tanks or the placing, filling, storing, or dumping on the Protected Property of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other such substance, whether or not generated on the Protected Property; and
- (g) any activities on the Protected Property that would materially impair

significant conservation values unless such use or activity is necessary for the protection of other conservation values that are the subject of this Conservation Easement, in which case such use or activity shall be subject to the prior approval of FTM as provided in paragraph 9 below.

**4. Reserved Rights.** The provisions of paragraph 3 notwithstanding, the following rights, uses, and activities of or by TTM and its employees, agents, tenants, subtenants, licensees and permittees (collectively, the "TTM Parties") shall be permitted by this Conservation Easement:

(a) the right to engage in all acts and uses that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement;

(b) subject to the provisions of paragraph 5, the right to harvest, plant, cultivate, and otherwise manage timber for domestic purposes;

(c) subject to the provisions of paragraph 6, the right to conduct farming and agricultural activities (as such activities are defined in paragraph 6 below) for domestic or commercial purposes;

(d) the right for domestic, non-commercial purposes to engage in any outdoor recreational activities that are not disruptive of the natural environment and which are not inconsistent with the purpose of this Conservation Easement including the construction of Trackage and the use of the Trackage by the miniature railroad hobby;;

(d) the right to compost, burn, or store vegetative waste generated by permitted activities and uses and the right to store for removal at reasonable intervals normal and customary waste generated on the Protected Property by permitted activities and uses;

(e) the right to post all or a portion of the Protected Property against trespassing, fishing and hunting; and

**5. Forestry.** TTM retains the right to conduct forestry activities for limited purposes. The allowable forestry practices include removal of debris on the forest floor, the cutting of the minimum number of trees to comply with any existing forestry management plan, cutting and removing blowdowns, dead and diseased trees and trees that pose threats to persons or property. No tree, other than Juniper trees, shall be cut down without the written permission of FTM except as required under the current forestry plan for the area. Parties acknowledge that at time of signature, the forestry plan for forestry property includes periodic thinning of mature trees to leave the largest trees at a spacing of no less than 20 feet between trees. TTM and FTM

agree the 20' dimension may need to be adjusted as the forest matures following the recommendations of government forestry officials. TM and FTM also acknowledge the Natural Resources Conservation Contract #740436513279 for brush removal and approve brush removal under that contract. Any commercial forestry activities except for said thinning and contract brush removal shall be prohibited without the consent of FTM. TM and FTM will develop a forestry plan to manage Lodge pole Pine and Aspen trees.

**6. Agricultural Use.** TM retains the right to continue agricultural use as defined. For purposes of this Easement agricultural use means substantially undeveloped land devoted to the production of plants useful to humans, and shall include management and harvesting of a woodlot in accordance with the above paragraph 5.

**7. Access.** Except as expressly provided herein with respect to FTM's right of entry to the Protected Property for inspection purposes, no right of access for others to any portion of the Protected Property or for FTM or others to any other portion of the Property is conveyed by this Conservation Easement.

**8. Costs, Liabilities, and Taxes.** TM (and each of TM's successors in title, as the case may be) retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of general liability insurance coverage and any taxes assessed on TM's interest in the Protected Property, however if FTM has agreed to pay property taxes on parcel(s) or portion(s) of parcel(s) that FTM has leased from TM, this paragraph shall not be interpreted to relieve FTM of that duty to pay property taxes.

## NOTICE AND APPROVAL

### 9. Approval by FTM; Notice to FTM; Breach.

**9.1 FTM's Approval or Withholding of Approval.** When FTM's approval is required, FTM shall grant or withhold its approval in writing as soon as possible, but at least within twenty (20) days of receipt of TM's written request therefor. FTM agrees to evaluate TM's requests under this Conservation Easement based on its good faith exercise of professional judgment. In the case of withholding of approval, FTM shall notify TM in writing with reasonable specificity of the reasons for withholding of approval, and the conditions, if any, on which approval might otherwise be given. Failure of FTM to deliver a written response to TM within such twenty (20) day period shall be deemed to constitute written approval by FTM of any request submitted for approval that is not contrary to the express restrictions hereof.

**9.2 Approval by FTM of Uses or Activities that materially impair significant conservation values.** Except in the event of a bona fide emergency (in which



event TM shall notify FTM as soon as reasonably practicable of the activity undertaken on or use made of the Protected Property), any use or activity conditionally permitted under paragraph 3(g) shall be subject to the prior approval of FTM. TM shall request such approval in writing and shall include therewith information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. FTM's evaluation of the request shall generally take into account the criteria included at paragraphs 9.3(a)-(c), below, as they relate to the activity or use itself as well as to the site for the proposed activity or use, and FTM's approval or permission, as the case may be, shall not be unreasonably withheld.

9.3 Approval Criteria by FTM. TM shall request approvals in writing and shall include information identifying the proposed use or activity with reasonable specificity, including the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit FTM to monitor such activity, including, when applicable, evidence of conformity with existing land use regulations. FTM's approval, which shall not be unreasonably withheld, shall take into account the following criteria:

- (a) the extent to which the activity or use would have an adverse effect on views of and across the Protected Property;
- (b) the extent to which the activity or use would have an adverse effect on wildlife or wildlife habitat;
- (c) the extent to which the activity or use would otherwise materially impair the conservation values of the Property.

TM and FTM shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them (either separately or jointly) under this paragraph 9.3.

9.4 Breach. Failure to secure such approval or give such notice as may be required by this paragraph 9 shall be a material breach of this Conservation Easement notwithstanding any other provision of this Conservation Easement and shall entitle FTM to such rights or remedies as may be available under paragraph 2.

9.7 Compliance. Upon receipt of a written request by TM, FTM shall as soon as possible, but at least within thirty (30) days execute and deliver to TM at TM's request a written document setting forth to the best of FTM's knowledge TM's compliance with any obligation of TM contained in this Conservation Easement or otherwise to evidence the status of this Conservation Easement to the extent of FTM's knowledge thereof.

10. **Transfers by TM.** TM agrees to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which TM transfers any interest in all or a portion of the Protected Property, including without limitation a leasehold interest for a term greater than one year. TM further agrees to give written notice to FTM of the transfer of any such interest prior to, at, or at least twenty (20) days following the date of such transfer. The failure of TM to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

#### **AMENDMENT; EXTINGUISHMENT**

11. **Limitations on Amendment.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, TM and FTM may by mutual written agreement jointly amend this Conservation Easement; provided that no amendment shall be made that will adversely affect the qualification of this Conservation Easement or the status of FTM under any applicable laws. Any such amendment shall be consistent with the purpose of this Conservation Easement. Any such amendment shall be executed by FTM or by FTM's successor in title to the benefits of this Conservation Easement and shall be recorded. Nothing in this paragraph shall require TM or FTM to agree to any amendment or to consult or negotiate regarding any amendment.

12. **Condemnation.** If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, TM and FTM shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Conservation Easement in connection with such taking shall be paid out of the recovered proceeds. TM shall be entitled to compensation or recovered proceeds. The respective rights of TM and FTM set forth in this paragraph 15 shall be in addition to, and not in limitation of, any rights they may have at common law.

#### **GENERAL PROVISIONS**

##### **13. General Provisions.**

13.1 Reasonableness Standard. TM and FTM shall follow a reasonableness standard and shall use their good faith and duly diligent efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Conservation Easement in a timely manner and shall cooperate with one another and shall take all other reasonable action suitable to that end.

13.2 Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Oregon.

13.3 Title. TM represents that the Protected Property is free and clear of all encumbrances and represents that, as owner of the Protected Property in fee simple, TM has access to the Protected Property and has good right to convey to FTM this Conservation Easement, and that FTM shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

13.4 Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and their application to other persons and circumstances shall not be affected thereby.

13.5 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 11.

13.6 Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property, provided that no owner shall be responsible except for violations occurring on such owner's land while owner thereof.

13.7 Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the mailing address as designated by the Secretary of State as the address for mailing official notices, or to such other address as any of the above parties from time to time shall designate by written notice to the others.

13.8 Effective Date. TM and FTM intend that the restrictions arising hereunder take effect upon delivery to the Registry of this instrument for recording in the Registry after the signatures of TM and FTM have been affixed hereto. FTM may re-record this instrument at anytime following the Effective Date as may be required to preserve FTM's rights in this Conservation Easement.

13.9 Assignment : FTM may assign this Conservation Easement to its successor organization where the successor organization has purposes consistent with FTM's and TM's original purposes and where TM gives its consent to assign this

Conservation Easement which shall not be unreasonably withheld. FTM may not assign this Conservation Easement to other parties without FTM's written consent.

TO HAVE AND TO HOLD, the said Conservation Easement, unto the said FTM and its successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Conservation Easement to be duly executed on the dates set forth below.

**Signatures**

TRAIN MOUNTAIN, INC., A State of Oregon corporation 2/20/87 State Registry #062570-83, Federal ID #93-0948361

By: \_\_\_\_\_

QUENTIN L. BREEN, President/Secretary

TRAIN MOUNTAIN RAILROAD MUSEUM, A State of Oregon Non-Profit Corporation State Registry #221030-89

By: \_\_\_\_\_

QUENTIN L. BREEN, President/Secretary

TRAIN MOUNTAIN FOUNDATION, an Oregon Charitable Trust, Federal ID #93-1015723

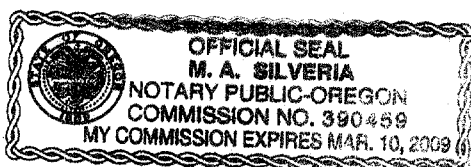
By: \_\_\_\_\_

QUENTIN L. BREEN, Trustee

**NOTARY CERTIFICATIONS**

STATE OF OREGON           )  
  ) ss.  
County of Klamath        )

SUBSCRIBED AND SWORN to me by Quentin L. Breen who personally appeared this 24 day of October, 2007



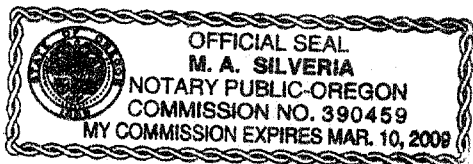
\_\_\_\_\_  
Notary Public for Oregon  
My commission  
expires: 3/10/09

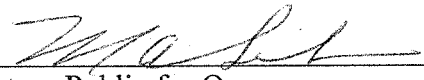
FRIENDS OF TRAIN MOUNTAIN, An Oregon Non-Profit Corporation, State Registry  
#447744-95

By:   
JOHN BLACK, President

STATE OF OREGON       )  
                                  ) ss.  
County of Klamath     )

SUBSCRIBED AND SWORN to me by John Black who  
personally appeared this 24 day of October, 2007



  
Notary Public for Oregon

My commission expires: 3/10/09

Exhibit C

PARCEL 1:

That portion of the SE 1/4 of the SW 1/4 of Section 20, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of State Highway #422; EXCEPT the West 660 feet thereof. AND EXCEPT that portion conveyed to the State of Oregon for highway purposes by deed recorded July 17, 2002 in Volume M-02 on Page 40625, records of Klamath County, Oregon.

CODE 138 MAP 3407-02000 TL 00602 KEY #794162

PARCEL 2:

That portion of the SW 1/4 of the SE 1/4 of Section 20, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of State Highway #422. EXCEPT that portion conveyed to the State of Oregon for highway purposes by deed recorded July 17, 2002 in Volume M-02 on Page 40625, records of Klamath County, Oregon.

CODE 138 MAP 3407-02000 TL 00701 KEY #705295

PARCEL 3:

The NE 1/4 of the NW 1/4; EXCEPT the West 660 feet thereof; AND that portion of the N 1/2 of the NE 1/4 lying Southwesterly of State Highway #422; ALL in Section 29, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3407-02900 TL 00102 KEY #729769

PARCEL 4:

A parcel of land situated in the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 29, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of said parcel, from which the North 1/16 corner of Sections 29 and 30, Township 34 South, Range 7 East of the Willamette Meridian bears Westerly 330.00 feet along the South line of the NW 1/4 of the NW 1/4 of Section 29; thence Northerly and parallel to and 330.00 feet from the West section line of Section 29 - 330.00 feet to a point; thence Easterly and parallel to and 330.00 feet from the South line of the NW 1/4 of the NW 1/4 of Section 29 to a point at the intersection of the East line of the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 29; thence Southerly along the East line of the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 29 to a point at the intersection of the South line of the NW 1/4 of the NW 1/4 of Section 29; thence Westerly along the South line of the NW 1/4 of the NW 1/4 of Section 29 to the point of beginning.

TOGETHER WITH a non-exclusive easement, 30 feet wide, for ingress and egress over and across the following property:

Beginning at the North 1/16 corner of Sections 29 and 30, Township 34 South, Range 7 East of the Willamette Meridian; thence Northerly along the West section line of Section 29 to a point at the intersection of the Southerly right of way line of Highway #422; thence Northeasterly along the Southerly right of way line of said Highway #422 to a point at the intersection of the East line of the W 1/2 of the NW 1/4 of the NW 1/4 of Section 29, being the Northeast corner of said parcel, the true point of beginning; thence Southerly along the East line of the W 1/2 of the NW 1/4 of the NW 1/4 of Section 29 to a point at the intersection of a line running parallel to and 330.00 feet Northerly from the South line of the NW 1/4 of the NW 1/4 of Section 29; thence Westerly and parallel to and 330.00 feet Northerly from the South line of the NW 1/4 of the NW 1/4 of Section 29 - 30.00 feet; thence Northerly and parallel to and 30.00 feet from the East line of the W 1/2 of the NW 1/4 of the NW 1/4 of Section 29 to a point at the intersection of the Southerly right of way line of Highway #422; thence Northeasterly along the Southerly right of way line of Highway #422 to the true point of beginning.

CODE 138 MAP 3407-02900 TL 00401 KEY #875540

PARCEL 5:

The S 1/2 of the NW 1/4; AND that portion of the S 1/2 of the NE 1/4 lying Southwesterly of State Highway #422; ALL in Section 29, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3407-02900 TL 00701 KEY #17617

PARCEL 6:

The SW 1/4 of Section 29, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3407-02900 TL 00800 KEY #196415

PARCEL 7:

That portion of the N 1/2 of the NE 1/4 of the SW 1/4 of Section 28, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of State Highway #422. EXCEPT that portion conveyed to the State of Oregon for highway purposes by deed recorded July 17, 2002 in Volume M-02 on Page 40625, records of Klamath County, Oregon.

CODE 138 MAP 3407-02800 TL 00101 KEY #18028

**PARCEL 8:**

The S 1/2 of the N 1/2 of the SE 1/4 AND the S 1/2 of the SE 1/4; ALL in Section 29, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; EXCEPT that portion described as follows:

Commencing at the section corner common to Sections 28, 29, 32 and 33 All in said Township and Range; thence North 80° 54' 10" West, 614.85 feet to the true point of beginning of the parcel of land to be described; thence South 52° 29' 30" West 150.00 feet; thence North 37° 30' 30" West, 150.00 feet; thence North 52° 29' 30" East, 150.00 feet; thence South 37° 30' 30" East, 150.00 feet to the true point of beginning.

CODE 118 MAP 3407-02900 TL 01100 KEY #196451

**PARCEL 9:**

The SW 1/4 of the SE 1/4 AND that portion of the S 1/2 of the SW 1/4 AND that portion of the S 1/2 of the N 1/2 of the SW 1/4; ALL in Section 28, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of State Highway #422. EXCEPT that portion conveyed to the State of Oregon for highway purposes by deed recorded July 17, 2002 in Volume M-02 on Page 40625, records of Klamath County, Oregon.

CODE 138 MAP 3407-02800 TL 00301 KEY #18055

**PARCEL 10:**

The E 1/2 of the SE 1/4 of Section 28, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying West of the Dalles-California Highway #97 and Southwesterly of Chiloquin-Agency Highway #422. EXCEPT that portion taken by the State of Oregon for highway purposes under Klamath County Case No. 90-2779CV and recorded January 5, 1993 in Volume M-93 on Page 121, records of Klamath County, Oregon.

CODE 138 MAP 3407-028D0 TL 02500 KEY #196148

**PARCEL 11:**

The N 1/2; The E 1/2 of the NE 1/4 of the SW 1/4; The N 1/2 of the SE 1/4; AND the SW 1/4 of the SE 1/4; ALL in Section 32, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3407-03200 TL 00100 KEY #197076

**PARCEL 12:**

The N 1/2 of the NW 1/4; AND the N 1/2 of the S 1/2 of the NW 1/4; ALL in Section 33, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3407-03300 TL 00300 KEY #197352



**PARCEL 13:**

The N 1/2 of the NW 1/4 of the NE 1/4 of Section 33, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3407-03300 TL 00200 KEY #197343

**PARCEL 14:**

That portion of the N 1/2 of the NE 1/4 of the NE 1/4 AND the N 1/2 of the S 1/2 of the NE 1/4 of the NE 1/4 lying West of Highway #97; AND the N 1/2 of the S 1/2 of the NW 1/4 of the NE 1/4; ALL in Section 33, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon. EXCEPT that portion taken by the State of Oregon for highway purposes under Klamath County Case No. 90-2779CV and recorded January 5, 1993 in Volume M-93 on Page 121, records of Klamath County, Oregon.

CODE 138 MAP 3407-03300 TL 00100 KEY #197334

**PARCEL 15:**

The W 1/2 of the NE 1/4 of the SW 1/4; AND the NW 1/4 of the SW 1/4; ALL in Section 32, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3407-03200 TL 00200 KEY #197085

**PARCEL 16:**

All that portion of the S 1/2 of the N 1/2 of the SE 1/4 of the SE 1/4, AND the S 1/2 of the SE 1/4 of the SE 1/4 lying East of State Highway #62 being situate in Section 31, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3407-031D0 TL 00500 KEY #872044

**PARCEL 17:**

The N 1/2 of the SE 1/4 of the SE 1/4 of Section 32, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3407-03200 TL 00900 KEY #197156

**PARCEL 18:**

The SE 1/4 of the SE 1/4 of the SW 1/4 of Section 32, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3407-03200 TL 00800 KEY #197147

**PARCEL 19:**

All that portion of Government Lot 1 lying East of State Highway #62 being situate in Section 6, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

**CODE 138 MAP 3507-006A0 TL 00100 KEY #872045**

**PARCEL 20:**

Government Lot 4 also described as the N 1/2 of the NW 1/4 of the NW 1/4 of Section 5, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

**CODE 138 MAP 3507-00500 TL 00400 KEY #218954**

**PARCEL 21:**

Government Lots 2, 3, 6, 7, 11, 14 and a portion of Government Lots 12, 13, 19, 20 and 22, lying Easterly of State Highway #62 in Section 5, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

**CODE 138 MAP 3507-00500 TL 00300 KEY #218936**

**PARCEL 22:**

Government Lots 3, 4, 5 and 6 in Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

**CODE 138 MAP 3507-00400 TL 00100 KEY #223323**

**PARCEL 23:**

That portion of Government Lot 6 in Section 6, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Easterly of State Highway #62.

**CODE 138 MAP 3507-006A0 TL 00200 KEY #787027**

**PARCEL 24:**

That portion of Government Lot 5 in Section 5, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Easterly of State Highway #62.

**CODE 138 MAP 3507-00500 TL 00500 KEY #218963**

**PARCEL 25:**

Government Lots 9, 10, 15, 16, 17, 18, 23 and 24, situate in Section 5, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

**CODE 138 MAP 3507-00500 TL 00900 KEY #218561**

**PARCEL 26:**

The W 1/2 of Government Lot 14; The W 1/2 of Government Lot 15 in Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3507-00400 TL 00200 KEY #223332

**PARCEL 27:**

The E 1/2 of Government Lots 14 and 15; The W 1/2 of Government Lots 16 and 22; All of Government Lots 23, 24, 25, 32 and 35; ALL in Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying North of State Highway #422.

EXCEPTING THEREFROM the following:

Beginning at a 5/8" iron pin marking the Northwest corner of Government Lot 31; thence from said point of beginning South 89° 36' 32" East along the North line of said Government Lot 31, 666.29 feet to a 5/8" iron pin on the Westerly right of way of Oregon State Highway #422; thence Southerly and Westerly along the Westerly and Northerly right of way of said Oregon State Highway #422 the following eight bearings and distances: along the arc of a 2620.91 feet radius curve to the left (Delta = 06° 13' 43" long chord = South 10° 40' 32" East 284.78 feet) 284.93 feet; thence South 13° 47' 26" East 116.10 feet; thence along the arc of a 326.07 feet radius curve to the right (Delta = 44° 29' 20" long chord = South 08° 27' 14" West 246.87 feet), 253.18 feet; thence South 30° 41' 54" West 80.61 feet; thence along the arc of a 260.93 feet radius curve to the right (Delta = 53° 22' 15" long chord = South 57° 23' 02" West 234.36 feet) 243.06 feet; thence South 84° 04' 09" West 939.83 feet; thence along the arc of a 821.14 feet radius curve to the left (Delta = 23° 05' 07" long chord = South 72° 31' 36" West 328.62 feet) 330.85 feet; thence South 60° 59' 02" West 0.61 feet; thence leaving said State Highway #422 right of way North 29° 00' 58" West 10.55 feet; thence along the arc of a 70.00 feet radius curve to the right (Delta = 24° 22' 31" long chord = North 16° 49' 43" West 29.36 feet) 29.78 feet; thence North 04° 38' 27" West 114.16 feet; thence along the arc of a 470.00 feet radius curve to the right (Delta = 16° 24' 46" long chord = North 03° 33' 56" East 134.18 feet) 134.64 feet; thence North 11° 46' 19" East 193.60 feet; thence along the arc of a 1030.00 feet radius curve to the left (Delta = 03° 00' 05" long chord = North 10° 16' 16" East 53.95 feet) 53.96 feet; thence North 08° 46' 14" East 221.33 feet; thence along the arc of a 81.00 feet radius curve to the right (Delta = 64° 10' 39" long chord = North 40° 51' 33" East 86.06 feet) 09.73 feet; thence North 72° 56' 53" East 165.58 feet; thence along the arc of a 530.00 feet radius curve to the left (Delta = 17° 47' 22" long chord = North 64° 03' 12" East 163.90 feet) 164.56 feet; thence North 55° 09' 31" East 178.68 feet to a point on the North line of Government Lot 32; thence South 89° 43' 28" East along the North line of said Government Lot 32, 200.01 feet to the point of beginning.

CODE 138 MAP 3507-00400 TL 00300 KEY #223341

**PARCEL 28:**

Government Lot 13 in Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3507-00400 TL 00400 KEY #223412

**PARCEL 29:**

That portion of Government Lot 17 in Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying between Chiloquin Secondary Highway #422, also known as the South leg of the Chiloquin Cut-over on the West and the new Dalles-California Highway #97 on the East. EXCEPT that portion taken by the State of Oregon for highway purposes under Klamath County Case No. 90-492CV and recorded May 21, 1991 in Volume M-91 on Page 9622, records of Klamath County, Oregon.

CODE 118 MAP 3507-004A0 TL 02800 KEY #223760

**PARCEL 30:**

That portion of Government Lot 12 in Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Westerly of U.S. Highway #97; EXCEPT that portion conveyed to the State of Oregon by Deed recorded in Volume M-90 of Official Records, Page 2680; AND EXCEPT that portion lying within the right of way of Chiloquin Highway (SH No. 422).

CODE 138 MAP 3507-004A0 TL 02600 KEY #223733

**PARCEL 31:**

That portion of Government Lot 21 in Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying between Chiloquin Secondary Highway No. 422, also known as the South leg of the Chiloquin Cut-over on the West and the new Dalles-California Highway #97 on the East. EXCEPT that portion taken by the State of Oregon for highway purposes under Klamath County Case No. 90-492CV and recorded May 21, 1991 in Volume M-91 on Page 9622, records of Klamath County, Oregon.

CODE 118 MAP 3507-00400 TL 01200 KEY #223458

**PARCEL 33:**

That portion of Government Lot 35 lying South of the South Chiloquin State Highway, situate in Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3507-00400 TL 01600 KEY #223396

**PARCEL 34:**

A parcel of land situated in Government Lot 36 in Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin marking the South one-quarter corner of said Section 4; thence North 89° 38' 24" East along the South line of said Section 4, 280.00 feet to a 5/8" iron pin; thence North 412.17 feet to a 5/8" iron pin on the Southerly right of way line of The South Chiloquin State Highway #421; thence South 84° 04' 09" West along said Southerly right of way 281.44 feet to a 5/8" iron pin; thence South 00° 00' 30" West 384.85 feet to the point of beginning.

CODE 118 MAP 3507-00400 TL 01700 KEY #223403

**PARCEL 35:**

A parcel of land situated in Government Lots 31 and 36 in Section 4 and Government Lots 2 and 7 in Section 9, ALL in Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the section line common to said Sections 4 and 9 from which the quarter corner common to said Sections 4 and 9 bears South 89° 38' 24" West a distance of 280.00 feet; thence from said point of beginning South 949.17 feet; thence East 502.11 feet to a point on the Westerly right of way line of U.S. Highway #97; thence North 04° 02' 34" East along said Westerly right of way line 2,273 feet, more or less, to a point on the North line of said Government Lot 31; thence West along said North line of Government Lot 31, 187 feet, more or less, to the Easterly right of way line of the South Chiloquin State Highway; thence Southerly and Westerly along said Easterly and Southerly right of way line of said South Chiloquin State Highway to a point that is North of the point of beginning; thence South 412 feet to the point of beginning.

SAVE AND EXCEPT that portion deeded to the State Highway.

EXCEPT that portion lying within said Section 9, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 & 118 MAP 3507-00400 TL 01800 TL 599711  
CODE 118 & 138 MAP 3507-00400 TL 01800 TL 223387

**PARCEL 37:**

All of Government Lots 6, 11 and 14 and that portion of Government Lots 3, 4, 5, 12 and 13 lying East of State Highway #422 being situate in Section 9, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 118 MAP 3507-00900 TL 00100 KEY #232073

**PARCEL 38:**

A parcel of land situated in Government Lot 2, Section 9, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Government Lot 2, said point of beginning, also being the North one-quarter corner of said Section 9; thence North 89° 38' 24" East along the North line of said Section 9, 280.00 feet; thence South 311.14 feet; thence South 89° 38' 24" West 280.05 feet, more or less, to the West line of said Government Lot 2; thence North 00° 00' 30" East along the West line of said Government Lot 2, 311.14 feet to the point of beginning.

CODE 138 MAP 3507-009A0 TL 01900 KEY #232064

**PARCEL 39:**

A parcel of land situated in Government Lots 31 and 36 in Section 4 and Government Lots 2 and 7 of Section 9, ALL in Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the section line common to said Sections 4 and 9 from which the quarter corner common to said Sections 4 and 9 bears South 89° 38' 24" West a distance of 280.00 feet; thence from said point of beginning South 949.17 feet; thence East 502.11 feet to a point on the Westerly right of way line of U.S. Highway No. 97; thence North 04° 02' 34" East along said Westerly right of way line 2,273 feet, more or less, to a point on the North line of said Government Lot 31; thence West along said North line of Government Lot 31, 187 feet, more or less, to the Easterly right of way line of the South Chiloquin State Highway; thence Southerly and Westerly along said Easterly and Southerly right of way line of said South Chiloquin State Highway to a point that is North of the point of beginning; thence South 412 feet to the point of beginning.

SAVE AND EXCEPT that portion deeded to the State Highway.

EXCEPT that portion lying within said Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

CODE 138 MAP 3507-009A0 TL 01800 KEY #232037

**PARCEL 40:**

A parcel of land situated in Government Lots 2, 7 and 10, Section 9, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of said Government Lot 2 (said point also being the North one-quarter corner of said Section 9); thence South 00° 00' 30" West along the West line of said Government Lot 2, 311.14 feet, to the true point of beginning of this description; thence from said point of beginning North 89° 38' 24" East 280.05 feet; thence South 638.03 feet; thence East 502.11 feet, to a point on the Westerly right of way line of U S Highway #97; thence South 04° 02' 34" West along the Westerly right of way of said U S Highway #97 1020.29 feet, to a point on the South line of said Government Lot 10; thence North 89° 59' 02" West along the South line of said Government Lot 10, 710.46 feet, to the Southwest corner of said Government Lot 10; thence North 00° 00' 30" East along the West lines of Government Lot 10, Government Lot 7 and Government Lot 2, 1653.82 feet to the true point of beginning.

TOGETHER WITH an easement as disclosed by instrument recorded in Volume M84 at Page 20462 and TOGETHER WITH an easement as disclosed by instrument recorded in Volume M86 at Page 14044.

EXCEPT that portion lying within said Government Lot 10.

CODE 118 & 138 MAP 3507-009A0 TL 01700 KEY #231895

**PARCEL 41:**

A parcel of land situated in Government Lots 2, 7 and 10, Section 9, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of said Government Lot 2 (said point also being the North one-quarter corner of said Section 9); thence South 00° 00' 30" West along the West line of said Government Lot 2, 311.14 feet, to the true point of beginning of this description; thence from said point of beginning North 89° 38' 24" East 280.05 feet; thence South 638.03 feet; thence East 502.11 feet, to a point on the Westerly right of way line of U S Highway #97; thence South 04° 02' 34" West along the Westerly right of way of said U S Highway #97 1020.29 feet, to a point on the South line of said Government Lot 10; thence North 89° 59' 02" West along the South line of said Government Lot 10, 710.46 feet, to the Southwest corner of said Government Lot 10; thence North 00° 00' 30" East along the West lines of Government Lot 10, Government Lot 7 and Government Lot 2, 1653.82 feet to the true point of beginning.

EXCEPT that portion lying within said Government Lots 2 and 7.

CODE 138 MAP 3507-009A0 TL 01600 KEY #232135

**PARCEL 42:**

The S 1/2 of the SE 1/4 of the SE 1/4 of Section 32, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the Westerly 30 feet of Government Lots 4 and 5 in Section 4, township 35 South, Range 7 East of the Willamette Meridian, as described in "General Easement Agreement" recorded January 18, 2005 in Volume M-05 at Page 3542, Records of Klamath County, Oregon.

AND TOGETHER WITH a non-exclusive easement for ingress and egress 30 feet in width, over and across a portion of the NW 1/4 of Section 9 and a portion of the W 1/2 of Section 4, ALL in Township 35 South, Range 7 East of the Willamette Meridian, as described in "General Easement Agreement" recorded January 18, 2005 in Volume M-05 at Page 3547, Records of Klamath County, Oregon.

CODE 138 MAP 3407-03200 TL 01000 KEY #197165

**PARCEL 43:**

Lot 8, Block 9, FIRST ADDITION TO CHILOQUIN, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

CODE 012 MAP 3407-034DC TL 00400 KEY #202836

**PARCEL 44:**

**Lots 9, 10, 11 and 12, Block 9, FIRST ADDITION TO CHILOQUIN, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.**

**CODE 012 MAP 3407-034DC TL 00500 KEY #202827**

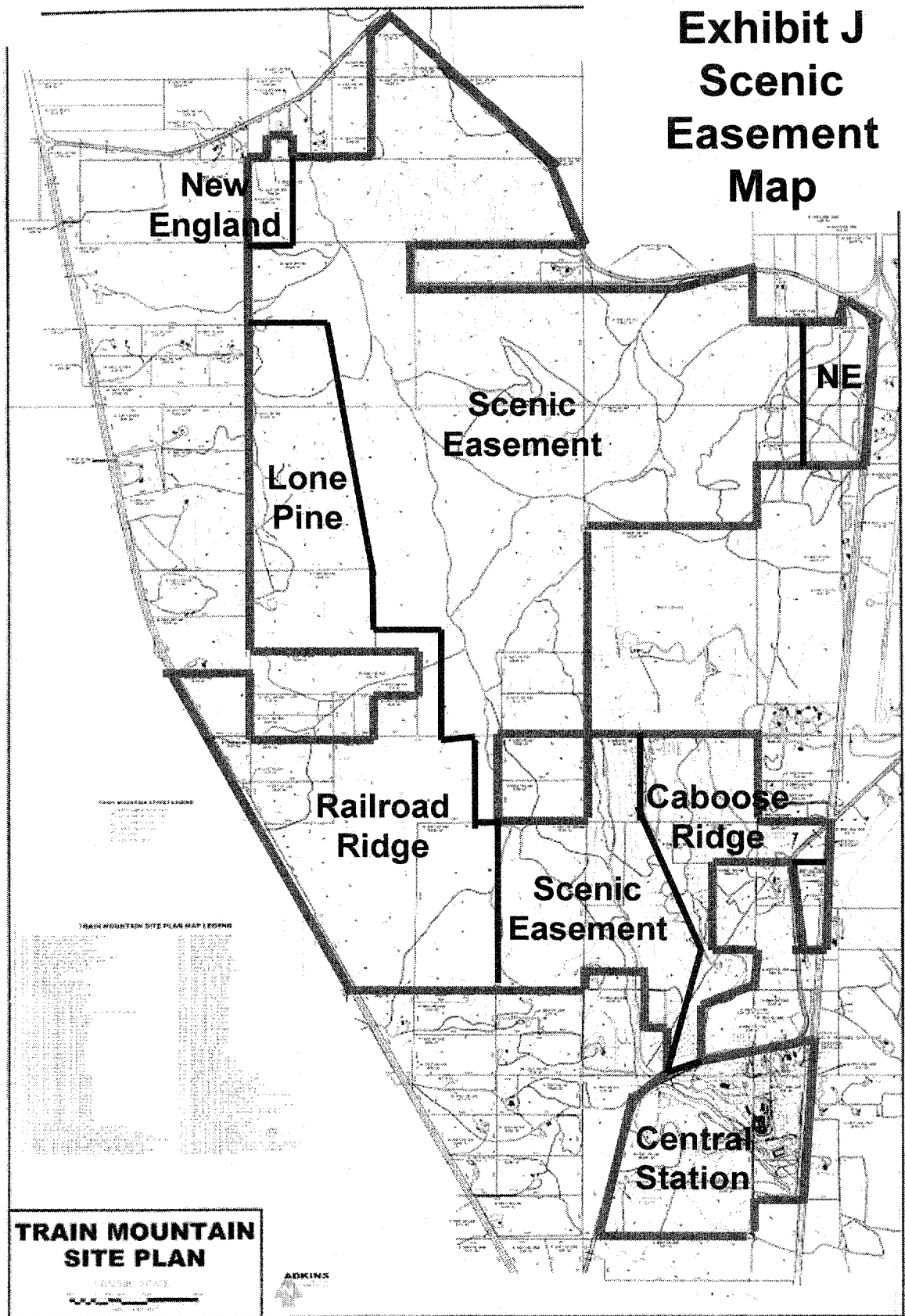
**PARCEL 45:**

**Lots 15 and 15A, Block 9, of the Supplemental Plat of Lots 14, 15 and 16, Block 9, FIRST ADDITION TO CHILOQUIN, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.**

**CODE 012 MAP 3407-034DD TL 02100 KEY #202809**



# Exhibit J Scenic Easement Map



## Exhibit K

### Scenic Easement Parcels

[illegible]