

W. 14. e.

SUPPLEMENTAL MATERIAL

**SUPPLEMENTAL  
AGENDA COVER MEMO**



**DATE:** June 14, 2006  
**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** BILL VANVACTOR, COUNTY ADMINISTRATOR  
KENT HOWE, PLANNING DIRECTOR  
**RE:** In the Matter of Considering a Ballot Measure 37 Claim and Deciding Whether to Modify, Remove or Not Apply Restrictive Land Use Regulations in Lieu of Providing Just Compensation (PA 05-6581, Bernheim)

On June 12, the applicant submitted additional evidence, including a title report dated August 3, 2005. Contrary to the applicant's statement, the newly submitted title report is not the same as the title report originally submitted with the claim on October 25, 2005.

This new title report contains several deeds that were not submitted with the original application. Not all of these new deeds are listed in the table below. Only the new deeds that describe tax lots 100, 101, 105 or 106 and also identify Bernheim as a Grantee or Grantor are listed:

Deed	Date	Grantor and Grantee	Tax lot(s)
60051	Recorded on April 9, 1969	Bernheim to Int. Paper	105 and 106
2006-4482	Signed on Dec 1, 2005	Int. Paper to Bernheim	105 and 106
2006-4483	Signed on Dec 1, 2005	Int. Paper to Bernheim	105 and 106
7704952	Signed on April 20, 1966	West Coast to Bernheim	100
7704953	Signed on June 11, 1976	Key Escrow to Bernheim	100

This claim was submitted on October 25, 2005. Two deeds for tax lots 105 and 106 were recorded on January 20, 2006, but were not subsequently included with the claim.

**Summary**

Based on this new evidence, it appears Bernheim:

1. Acquired an interest in tax lot 100 in 1966, and
2. Conveyed tax lots 105 and 106 to International Paper in 1969, and
3. Reacquired an interest in tax lots 105 and 106 on Dec. 1, 2005.

The updated deed analysis is contained in Table 1. A significant amount of comments have been submitted by the neighbors. Some of these comments allege that Bernheim does not have an ownership interest in the property. The Board should consider the evidence submitted by the neighbors at the public hearing to determine the validity of these allegations.

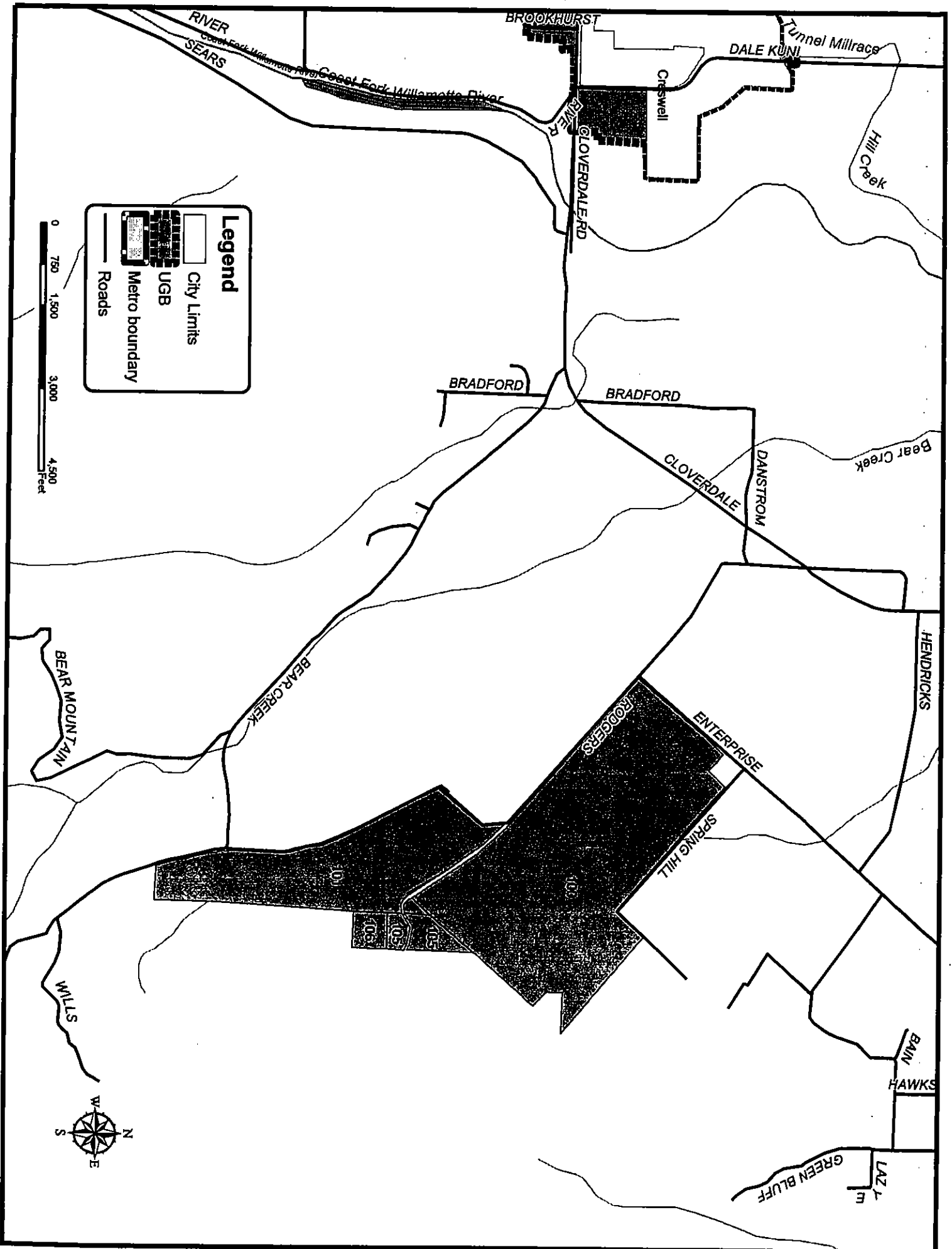
**Table 1: REVISED Summary of Relevant Submitted Deeds**

Document	Date	Seller/Buyer	Tax lots
Warranty Deed 88332	Dec 16, 1959	Marcotte to Bernheim	Acquired 101, 105 and 106.
Warranty Deed 88276	Jan 11, 1965	Bernheim to International Paper Co.	Sold 105 and 106.
<i>Bargain and Sale Deed 7704952</i>	<i>April 27, 1966</i>	<i>West Coast Properties to Bernheim</i>	<i>Acquired tax lot 100.</i>
Warranty Deed 48289	Nov 12, 1968	International Paper Co. to Bernheim	Re-acquired 105 and 106. Incorrect description.
Warranty Deed 51150	Jan 13, 1969	International Paper Co. to Bernheim	Acquired 105 and 106.
<i>Quit Claim 60051</i>	<i>March 12, 1969</i>	<i>Bernheim to International Paper Co.</i>	<i>Released interest in 105 and 106.</i>
Bargain and Sale Deed 44682	Mar 31, 1971	Stringfield to Bernheim	Acquired small parcel and added it to tax lot 101.
Warranty Deed 8056544	Nov 5, 1980	Bradford to Bernheim	Acquired small parcel and added it to tax lot 101.
<i>Quit Claim Deed 2006-4482</i>	<i>Dec 1, 2005</i>	<i>International Paper to Bernheim</i>	<i>Reacquired 105 and 106</i>
<i>Quit Claim Deed 2006-4483</i>	<i>Dec 1, 2005</i>	<i>International Paper to Bernheim</i>	<i>Reacquired 105 and 106</i>

**Table 2: REVISED Analysis of Acquisition dates**

Tax lot	Date	Deed	Acres
100	April 27, 1966	BS 7704952	363
101	Dec 16, 1959	WD 88332	159
101 (portion)	Nov 5, 1980	WD 8056544	1
105	<i>Dec 1, 2005</i>	<i>QC 2006- 004482</i>	17
106	<i>Dec 1, 2005</i>	<i>QC 2006- 004483</i>	9

*Italicized text indicates new information.*



**Legend**

- City Limits
- UGB
- Metro boundary
- Roads



**Bernheim M37 Claim**  
***New Deeds for 105 and 106***

The attached deeds described tax lots 105 and 106. They were signed on December 1, 2005, and recorded on January 20, 2006. They were not subsequently submitted by the applicant as part of the claim.



**EXHIBIT A**

A portion of the Wm. G. Eaton Donation Land Claim No. 62 described as follows:

Beginning at the most Northerly corner of the Wm. G. Eaton Donation Land Claim No. 62 in Township Nineteen (19) South of Range Two (2) West of the Willamette, Meridian; thence South 39° 56' West along the Northwesterly line of D.L.C. No. 62 to the West line of International Paper Company land as described on Reel No. 257 Page D File No. 88276 Lane County, Oregon and The TRUE POINT OF BEGINNING; thence South 0° 10' East 1461.0 feet; thence East 660.0 feet; thence North 0° 10' West 2,246.7 feet to the Northwesterly line of D.L.C. No. 62; thence South 39° 56' West, along said Northwesterly, D.L.C. line, a distance of 1,024.65 feet to the true point of beginning, in Lane County, Oregon.

STATE OF OREGON  
County of Linn

I hereby certify that the attached  
was received and duly recorded  
by me in Linn County records.

STEVE DRUCKENMILLER  
Linn County Clerk

By [Signature] Deputy MF 1796  
PAGE 382

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8:30 O'clock a.m. 31

DEC 7 2005

**AFTER RECORDING RETURN TO:**

Shonee Langford, Esq.  
Schwabe, Williamson & Wyatt, P.C.  
1211 S.W. Fifth Avenue, Suite 1700  
Portland, OR 97204

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2006-004483



\$31.00

00774766200600044830020029

01/20/2006 02:23:13 PM

RPR-DEED Cnt=1 Stn=8 CASHIER 07  
\$10.00 \$11.00 \$10.00

**UNTIL A CHANGE IS REQUESTED, ALL  
TAX STATEMENTS SHALL BE SENT TO:**

No Change

**QUITCLAIM DEED**

**INTERNATIONAL PAPER REALTY CORPORATION**, a Delaware corporation, Grantor, releases and quitclaims to **BERNARD BERNHEIM** and **MARGARET BERNHEIM**, Grantees, all right, title and interest in and to the following described real property:

See Exhibit A attached hereto.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true and actual consideration for this conveyance is other property or value given or promised, which is the whole consideration.

The purpose of this Quitclaim Deed is to release all right, title and interest of Grantor in the real property for the purpose of clearing title to the same.

Dated this 1st day of December, 2005.

**GRANTOR**

**INTERNATIONAL PAPER REALTY  
CORPORATION**

By: Kathleen M. Willemin  
Kathleen M. Willemin  
Vice President

STATE OF NEW JERSEY )  
 ) ss.  
County of Bergen )

This instrument was acknowledged before me this 1st day of December, 2005, by KATHLEEN M. WILLEMIN, the VICE PRESIDENT of INTERNATIONAL PAPER REALTY CORPORATION, a Delaware corporation, on behalf of the corporation.

**JOHANNA CURRY**  
Notary Public, State of New Jersey  
My Commission Expires October 5, 2010

Johanna Curry  
Notary Public for the State of New Jersey  
My Commission Expires: Oct. 5, 2010

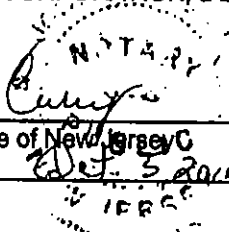


EXHIBIT A

A portion of the Wm. G. Eaton Donation Land Claim No. 62 described as follows:

Beginning at the most Northerly corner of the Wm. G. Eaton Donation Land Claim No. 62 in Township Nineteen (19) South of Range Two (2) West of the Willamette, Meridian; thence South 39° 58' West along the Northwesterly line of D.L.C. No. 62 to the West line of International Paper Company land as described on Reel No. 257 Page D File No. 88276 Lane County, Oregon and The TRUE POINT OF BEGINNING; thence South 0° 10' East 1481.0 feet; thence East 660.0 feet; thence North 0° 10' West 2,246.7 feet to the Northwesterly line of D.L.C. No. 62; thence South 39° 58' West, along said Northwesterly, D.L.C. line, a distance of 1,024.65 feet to the true point of beginning, in Lane County, Oregon.

STATE OF OREGON  
County of Linn

I hereby certify that the attached  
was received and duly recorded  
by me in Linn County records.

STEVE DRUCKENMILLER  
Linn County Clerk

By [Signature] Deputy PAGE MF 1796 384

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8:30 O'clock a.m. 31

DEC 7 2005



**Bernheim M37 Claim**

*Email exchange*

Attached are copies of the emails from Joseph Schaefer and Bill Van Vactor.

## HOPKINS Steve P

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**From:** Schaefer, Joseph [JSchaefer@SCHWABE.com]  
**Sent:** Tuesday, June 13, 2006 12:34 PM  
**To:** VANVACTOR William A; HOPKINS Steve P; HOWE Kent  
**Subject:** Bernheim M37 - Additional Documents Re Tax Lot 100



4446\_001.pdf  
(231 KB)

Gentlemen:

My previous email included the vesting deed, recording number 7704952. Attached are several documents regarding that deed.

First is a map of the initial meets and bounds description in the deed. After that description, 4 areas are excepted out of the deed. If you compare the attached map with a current tax map, you will see the current tax map has a square notch (comprising 4 acres) removed from the northernmost corner of the property. That notch represents three of the four exception areas. The fourth exception area is a narrow road strip.

The exception deeds are attached for reference.

Please insert this email and the attachment, as well as the email and attachment sent earlier this morning, into the record for this claim.

Thanks, and please call if you have any questions. I'll look forward to seeing you at the hearing tomorrow.

Joseph Schaefer  
Land Use Planner  
Schwabe, Williamson & Wyatt  
1211 SW Fifth Ave., Suite 1600  
Portland, OR 97204  
(503) 796-2091

>  
> \_\_\_\_\_  
> From: digitalsender@schwabe.com  
> [mailto:digitalsender@schwabe.com]  
> Sent: Tuesday, June 13, 2006 12:19 PM  
> To: Schaefer, Joseph  
> Subject: Attached Image  
>  
> <<4446\_001.pdf>>

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To comply with IRS regulations, we are required to inform you that this message, if it contains advice relating to federal taxes, cannot be used for the purpose of avoiding penalties that may be imposed under federal tax law. Any tax advice that is expressed in this message is limited to the tax issues addressed in this message. If advice is required that satisfies applicable IRS regulations, for a tax opinion appropriate for avoidance of federal tax law penalties, please contact a Schwabe attorney to arrange a suitable engagement for that purpose.

**Bernheim M37 Claim**  
*New Title Report*

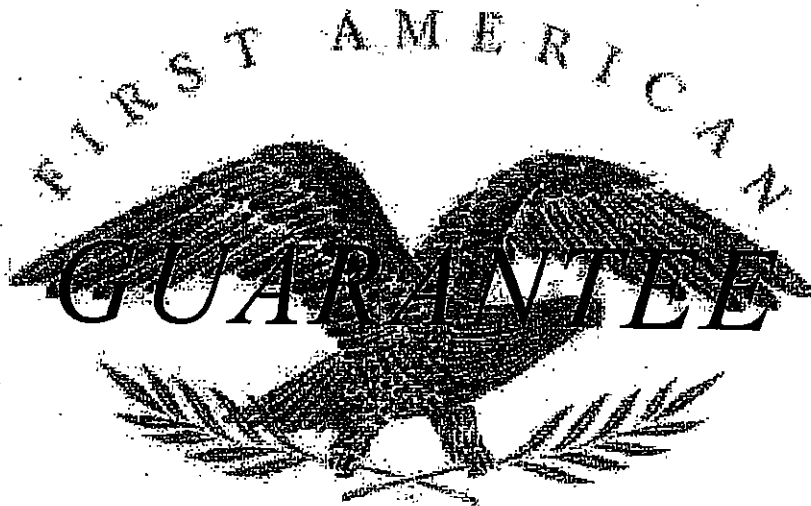
The attached title report is dated August 3, 2005, and was submitted via email on June 13, 2006.

It contains several deeds that were not submitted with the original application. Not all the new deeds are listed below. Only the new deeds that describe tax lots 100, 101, 105 or 106 and also identify Bernheim as a Grantee or Grantor are listed below:

<b>Deed</b>	<b>Grantor and Grantee</b>	<b>Tax lot</b>
60051	Bernheim to Int. Paper	105 and 106
7704952	West Coast to Bernheim	100
7704953	Key Escrow to Bernheim	100

received 6/13/06

NEW



Issued by

*Western Pioneer Title Company of Lane County a  
division of First American Title Insurance Co.*

*600 Country Club Road, Eugene, OR 97401*

*Title Officer: Mike Rutherford*

*Phone: (541) 484-2900*

*FAX: (541) 484-7321*



**First American**

*Western Pioneer Title Company of Lane County*  
a division of First American Title Insurance Co.  
600 Country Club Road  
Eugene, OR 97401  
Phn - (541) 484-2900  
Fax - (541) 484-7321

LIABILITY: \$350.00  
FEE: \$350.00

GUARANTEE NO.: 7199-661079  
YOUR REF.: Bernheim

## Recorded Document Guarantee

ISSUED BY

*First American Title Insurance Company of Oregon*

An assumed business of Title Insurance Company of Oregon

Title Insurance Company of Oregon, dba First American Title Insurance Company of Oregon, herein called the Company, subject to the terms and provisions of the application for this Guarantee, the Liability Exclusions and Limitations set forth below and in Schedule A and the conditions contained herein

### **GUARANTEES**

Schwabe, Williamson & Wyatt

herein called the Assured, against loss (except attorney's fees or the cost of defense) not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

In order for the Guarantee to be valid and effective, the application and agreement for the issuance of a Recorded Document Guarantee executed by the Assured and a copy of each document listed and referred to in Schedule A must be attached hereto. All terms and conditions of the application are hereby incorporated by reference as if fully set forth in this Guarantee.

Dated: August 03, 2005 at 7:30 a.m.

**Title Insurance Company of Oregon**  
dba FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON

By:

President

Attest:

Secretary

## RECORDED DOCUMENT GUARANTEE

### SCHEDULE A

The assurances referred to on the face page are:

That according to the Company's title plant records and those records maintained by the County Recorder known as the Grantee/Grantor indices subsequent to January 15, 1960, at 7:30 A.M., relative to the following described real property (but without examination of those company title plants maintained and indexed by name), there are no Deeds (hereinafter Documents) describing said real property or any portion thereof, other than those listed below, copies of which are attached hereto and made a part hereof.

A. The following Documents or matters disclosed by Documents recorded in the Public Records are specifically excluded from the coverage of this Guarantee, and the Company assumes no liability for loss or damage by reason of the following:

1. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water.
3. Tax Deeds to the State of Oregon.
4. Instruments, proceedings or other matters which do not specifically describe said land.
5. Documents pertaining to mineral estates.

B. DESCRIPTION:

PARCEL I: BEGINNING AT A POINT IN THE SOUTH LINE OF WM.G. EATON AND WIFE DLC NO. 62 IN SAID TOWNSHIP AND RANGE 20.35 CHAINS N. 89° 5' WEST OF THE SOUTHEAST CORNER THEREOF; THENCE S. 89° 5' EAST 10.35 CHAINS; THENCE N. 10' WEST 10 CHAINS; THENCE S. 89° 5' EAST 10 CHAINS; THENCE N. 10' WEST ALONG EAST LINE OF SAID CLAIM NO. 62, 85.59 CHAINS TO THE MOST NORTHERLY CORNER THEREOF; THENCE S. 39° 56' W. ALONG NORTHWEST BOUNDARY LINE OF SAID CLAIM 30.31 CHAINS; THENCE N. 34° WEST 25.60 CHAINS; THENCE N. 49° 52' WEST 3.81 CHAINS; THENCE SOUTH 41° 53' WEST 13.88 CHAINS TO THE CORNER IN ANGLE OF DLC NO. 60 IN SAID TOWNSHIP AND RANGE; THENCE SOUTH 38½° WEST 6.75 CHAINS; THENCE S. 29° 45' EAST 80 LINKS; THENCE SOUTH 29° 45' EAST ALONG CENTER OF COUNTY ROAD NO. 640 10.57 CHAINS; THENCE S. 27° 32' EAST 7.91 CHAINS; THENCE SOUTH 28° 53' EAST 10.17 CHAINS; THENCE SOUTH 25° 36' E. 8.70 CHAINS; THENCE S. 12° 45' E. 5.20 CHAINS TO BOUNDARY LINE OF PREMISES DESCRIBED IN CERTIF. NO 2642; THENCE EAST 2 CHAINS; THENCE S. 0° 36' E. 21.87 CHAINS; THENCE S. 14° E. 17.69 CHAINS; THENCE S. 89° 5' EAST 3.74 CHAINS AND THENCE S. 3 CHAINS TO THE PLACE OF BEGINNING, IN LANE COUNTY, ORE.

EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE DEED RECORDED JANUARY 11, 1965, NO. 88276; OFFICIAL RECORDS OF LANE COUNTY, OREGON.

PARCEL II: BEGINNING 24.15 CHAINS EAST OF THE S.W. CORNER OF D.L.C. NO. 62 IN TOWNSHIP 19 SOUTH, RANGE 2 WEST OF WILLAMETTE MERIDIAN; THENCE EAST 3 CHAINS; THENCE NORTH 3 CHAINS; THENCE WEST ABOUT 3.76 CHAINS; THENCE SOUTH 13 3/4° EAST ABOUT 3.11 CHAINS TO THE PLACE OF BEGINNING, IN LANE COUNTY, OREGON.

PARCEL III:

BEGINNING AT A POINT IN THE CENTERLINE OF COUNTY ROAD NUMBER 640 (ROGERS ROAD), SAID POINT BEING 3,578.97 FEET SOUTH 49° 53' 15" EAST FROM THE INTERSECTION OF THE CENTERLINE OF SAID COUNTY ROAD NUMBER 640 WITH THE CENTERLINE OF COUNTY ROAD NUMBER 397 (ENTERPRISE ROAD); RUNNING THENCE ALONG THE CENTERLINE OF COUNTY ROAD NUMBER 640, SOUTH 3° 47' 35" EAST 475.0 FEET; THENCE LEAVING SAID CENTERLINE NORTH 39° 21' 10" EAST 342.24 FEET; THENCE NORTH 49° 53' 05" WEST 342.86 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

PARCEL IV:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF LAND WHICH LIES NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 640: BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD 20.00 CHAINS NORTH AND 18.29 CHAINS SOUTH 89° 54' EAST FROM THE SOUTHWEST CORNER OF THE WILLIAM O. EATON DONATION LAND CLAIM NO. 62, NOTIFICATION NO. 6536, TOWNSHIP 19 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; AND RUN THENCE NORTH 21.87 CHAINS; THENCE NORTH 89° 54' WEST 25.11 CHAINS THE WEST LINE OF LOT 5, SECTION 20 SAID TOWNSHIP AND RANGE; THENCE SOUTH ALONG THE WEST LINE OF LOTS 4 AND 6 OF SAID SECTION 20, 16.96 CHAINS TO A POINT 7.75 CHAINS NORTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20; THENCE WEST TO THE CENTER OF EAST BRANCH OF BEAR CREEK; THENCE SOUTHERLY ALONG THE CENTER OF SAID CREEK TO THE CENTER OF THE COUNTY ROAD; THENCE EASTERLY ALONG THE CENTER OF SAID COUNTY ROAD TO THE POINT OF BEGINNING, ALL IN LANE COUNTY, OREGON; EXCEPTING THEREFROM ANY PORTION WHICH LIES WITHIN THAT PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED JUNE 15, 1976, REEL 799, RECEPTION NO. 7629550, LANE COUNTY OREGON RECORDS.

PARCEL IV:

A PORTION OF THE WM. G. EATON DONATION LAND CLAIM NO. 62 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF THE W.M. G. EATON DONATION LAND CLAIM NO. 62 IN TOWNSHIP NINETEEN (19) SOUTH OF RANGE TWO (2) WEST OF THE WILLAMETTE, MERIDIAN; THENCE SOUTH 39° 5' WEST ALONG THE NORTHWESTERLY LINE OF D.L.C. NO. 62 TO THE WEST LINE OF INTERNATIONAL PAPER COMPANY LAND AS DESCRIBED ON REEL NO. 257 PAGE D FILE NO. 88276 LANE COUNTY, OREGON AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 10' EAST 1461.0 FEET; THENCE EAST 660.0 FEET; THENCE NORTH 0° 10' WEST 2,246.7 FEET TO THE NORTHWESTERLY LINE OF D.L.C. NO. 62; THENCE SOUTH 39° 56' WEST, ALONG SAID NORTHWESTERLY, D.L.C. LINE, A DISTANCE OF 1,024.65 FEET TO THE TRUE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

PARCEL VI:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY OF THE CASWELL C. HENDRICKS DONATION LAND CLAIM NO. 60, NOTIFICATION NO. 6520, IN TOWNSHIP 19 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, A DISTANCE OF 22.30 CHAINS SOUTH 50° 11' EAST FROM THE NORTHWEST CORNER OF SAID CLAIM; AND RUNNING THENCE ALONG THE NORTHERLY BOUNDARY OF SAID CLAIM SOUTH 50° 11' EAST 52.01 CHAINS MORE OR LESS TO THE SOUTHEAST CORNER OF THE 42 ACRE TRACT OF LAND ALLOTTED AND SET APART TO JULIA MORRILL, THENCE NORTH 40° 10' EAST 10.62 CHAINS, THENCE SOUTH 50° 28' EAST 35.39 CHAINS, THENCE WEST 11.40 CHAINS TO THE CENTER OF SECTION 16, SAID TOWNSHIP; THENCE SOUTH 4.49 CHAINS TO THE NORTHERLY BOUNDARY OF SAID CLAIM NO. 60; THENCE SOUTH 50° 11' EAST 5.21 CHAINS TO THE NORTHEAST CORNER OF SAID CLAIM NO. 60, THENCE ALONG THE EASTERLY BOUNDARY OF SAID CLAIM NO. 60; SOUTH 40° 6' WEST 46.46 CHAINS; THENCE NORTH 34° WEST 25.60 CHAINS, THENCE NORTH 49° 52' WEST 62.79 CHAINS THENCE NORTH 40° EAST 39.30 CHAINS TO THE PLACE OF BEGINNING, IN SECTIONS 8, 16, 17, 18 AND 21, IN TOWNSHIP 19 SOUTH, RANGE 2 WEST OF THE

WILLAMETTE MERIDIAN, IN LANE COUNTY, OREGON;  
EXCEPT THAT PART OF THE ABOVE DESCRIBED PROPERTY DEEDED TO ROBERT A. AND SARAH E. MELTEBEKE AS DESCRIBED IN A DEED DATED AUGUST 12, 1965, RECORDED ON SEPTEMBER 9, 1965, CLERK'S FILING NO. 18100 OF LANE COUNTY OREGON DEED RECORDS;  
ALSO EXCEPT: BEGINNING AT A POINT IN THE CENTER LINE OF COUNTY ROAD NO. 397 SOUTH 50° 11' EAST 1471.82 FEET FROM THE MOST NORTHERLY CORNER OF THE CASWELL C. HENDRICKS DONATION LAND CLAIM NO. 60, IN TOWNSHIP 19 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 50° 11' EAST 20.0 FEET TO THE EASTERLY BOUNDARY OF SAID COUNTY ROAD AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 50° 11' EAST 208.7 FEET; THENCE SOUTH 40° 14' WEST PARALLEL WITH THE EASTERLY LINE OF SAID COUNTY ROAD, 208.7 FEET; THENCE NORTH 50° 11' WEST 208.7 FEET TO THE SAID EASTERLY LINE; THENCE ALONG SAID EASTERLY LINE NORTH 40° 14' EAST 208.7 FEET TO THE TRUE POINT OF BEGINNING;  
ALSO EXCEPT: THAT PART OF THE ABOVE DESCRIBED PREMISES DEEDED TO LANE COUNTY, OREGON, FOR PUBLIC ROAD PURPOSES BY DEED RECORDED FEBRUARY 23, 1966, CLERK'S FILING NO. 37693 OF LANE COUNTY OREGON DEED RECORDS.  
ALSO EXCEPT THAT PART OF THE ABOVE DESCRIBED PREMISES DEEDED TO WEST COAST ENTERPRISES, INC., AS DESCRIBED IN A DEED DATED APRIL 18, 1966 AND RECORDED APRIL 18, 1966, AS RECEPTION NO. 44245, DEED RECORDS OF LANE COUNTY, OREGON.

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Warranty Deed	January 15, 1960	88332 1		
Warranty Deed	January 4, 1962	55185 2		

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Warranty Deed	January 11, 1965	88276 3		

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Bargain and Sale Deed	April 19, 1966	44427 4		

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Warranty Deed	December 16, 1968	48289 5		

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Warranty Deed	January 16, 1969	51150 6		

C. Listed Documents:



	Document Quitclaim Deed	Recorded April 9, 1969	Instrument No. or Book 60051	7	Page	Fee No.
C.	Listed Documents:					
	Document Bargain and Sale Deed	Recorded January 12, 1971	Instrument No. or Book 32639	8	Page	Fee No.
C.	Listed Documents:					
	Document Bargain and Sale Deed	Recorded April 28, 1971	Instrument No. or Book 44682	9	Page	Fee No.
C.	Listed Documents:					
	Document Bargain and Sale Deed	Recorded April 28, 1971	Instrument No. or Book 44683	10	Page	Fee No.
C.	Listed Documents:					
	Document Warranty Deed	Recorded August 24, 1972	Instrument No. or Book 15283	11	Page	Fee No.
C.	Listed Documents:					
	Document Deed	Recorded October 18, 1972	Instrument No. or Book 24026	12	Page	Fee No.
C.	Listed Documents:					
	Document Warranty Deed	Recorded October 3, 1973	Instrument No. or Book 7345064	13	Page	Fee No.
C.	Listed Documents:					
	Document Warranty Deed	Recorded January 27, 1977	Instrument No. or Book 7704951	14	Page	Fee No.
C.	Listed Documents:					
	Document Bargain and Sale Deed	Recorded January 27, 1977	Instrument No. or Book 7704952	15	Page	Fee No.

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Bargain and Sale Deed	January 27, 1977	7704953 16		

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Warranty Deed	November 6, 1980	8056544 17		

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Bargain and Sale Deed	August 1, 1985	8527127 18		

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Bargain and Sale Deed	August 10, 1987	8734663 19		

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Quitclaim Deed	May 10, 1994	9435604 20		

## GUARANTEE CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "Land": the land described, specifically or by reference, in this Guarantee.
- (b) "Public Records": those land records designated by state statutes for the purpose of imparting constructive notice of matters relating to said land.
- (c) "Date": the effective date of this Guarantee.
- (d) "The Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "Lease": any lease or sublease of any estate in the land.
- (g) "Assignment": the transfer of the beneficial ownership of any mortgage or lease.
- (h) "Documents": any Deed, Mortgage, Lease or Assignment.  
Company shall reimburse the Assured for any expense so incurred.

### 2. NOTICE OF LOSS - LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty (60) days after such loss or damage shall have been determined.

### 3. PAYMENT OF LOSS- LIMITATION OF LIABILITY

- (a) The liability of the Company under this guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated in this Guarantee.
- (b) All payments under this Guarantee shall reduce the amount of the liability hereunder pro tanto.
- (c) When liability has been fixed in accordance with the conditions of this Guarantee, the loss shall be payable within thirty (30) days thereafter.

### 4. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of

the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The laws of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.  
A copy of the Rules may be obtained from the Company upon request.

### 5. GUARANTEE ENTIRE CONTRACT

No provision or condition of this Guarantee can be waived or changed except by writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, and Assistant Secretary or other validating officer of the Company.

6. If any provision or any part of a provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the legality, validity or enforceability of any other provision of this Guarantee.

7. This Guarantee is issued only for the benefit of the named Assured and does not provide any other rights or remedies upon any other person or entity.

### 8. NOTICES

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its main office at 200 S.W. Market, Suite 250, Portland, Oregon 97201-5730.

PdDr:RDG-OR

**APPLICATION AND AGREEMENT FOR THE ISSUANCE  
OF A RECORDED DOCUMENT GUARANTEE**

THIS AGREEMENT entered into this Twenty-fourth day of August, 2005, between Title Insurance Company of Oregon, dba First American Title Insurance Company of Oregon (hereinafter the Company) and Schwabe, Williamson & Wyatt (hereinafter Applicant).

Applicant for the purpose of purchase, sale or loan is in the process of investigating the prior uses to which the real property described below (hereinafter Subject Property) has been put. As a part of that investigation Applicant desires information regarding documents found in the Company's Lane County Title plant and the Lane County Recorder's Office which has been indexed in the Grantee/Grantor indices which described the real property set forth below or any portion thereof.

The Company hereby agrees to provide to Applicant a "Recorded Document Guarantee" (hereinafter the Guarantee) in the form attached hereto and made a part hereof in accordance with the provisions of this agreement.

In consideration of the mutual promises set forth herein, the Company and Applicant agree as follows:

1. Providing the Company has an open order on the Subject Property for the purpose of Insuring title, the charge of the Guarantee shall be the sum of the number of hours required to research and prepare the Guarantee, times an hourly rate of \$50.00. There shall be a minimum charge of \$150.00. (In the event the Company does not have an open order placed by Applicant on the Subject Property, then the minimum charge shall be \$350.00).
2. The liability assumed by the Company for the correctness and completeness of the information contained in the Guarantee shall be the amount of the liability shown in the Guarantee. It is also understood and agreed that the Company shall not be liable for any loss or damage arising from incorrectness or incompleteness of the Guarantee unless such incorrectness or incompleteness is the result of gross negligence (as opposed to ordinary negligence) on the part of the Company.
3. In no event shall the Company be liable under the Guarantee for loss or damage of any type in excess of the amount of liability shown in the Guarantee including but not limited to consequential damages, attorneys' fees, costs of defense of any action of proceeding, loss of anticipated profits, costs of toxic waste cleanup or any other loss whether or not of the type specifically mentioned above.
4. Applicant hereby requests the Company to issue the Guarantee reflecting as exceptions only the following indicated recorded documents which described all or a portion of the Subject Property found in the Company's title plant (but without examination of those Company title plant records maintained and indexed by name) and the Grantee/Grantor indices maintained by the County Recorder for the County of which documents were recorded subsequent .

- All Recorded Documents
- Deeds
- Contracts
- Assignment of Contracts
- Deeds of Trust
- Mortgages
- Leases
- Sublease
- Easements

The search conducted by the Company, or at its direction for the purpose of securing the requested documents will be the customary method used by the Company in the County where the described land is located and will include only those documents which described all or a

portion of the described land. The search will not include documents indexed by name in the public records unless such documents described all or a part of said land.

Applicant specifically instructs the Company to disclose in the Guarantee only those documents indicated above. Applicant understands that during the course of searching the records covered by this Agreement and the Guarantee, the Company may find recorded documents of a type other than those indicated above by Applicant to be included in the Guarantee. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.

5. THE GUARANTEE TO BE ISSUED IS NOT A COMMITMENT TO ISSUE TITLE INSURANCE.
6. THE GUARANTEE TO BE ISSUED IS NOT AN EXAMINATION OF TITLE AND IS NOT TO BE RELIED UPON BY THE APPLICANT OR ANY OTHER PERSON AS A REPRESENTATION OF THE STATUS OF THE TITLE TO THE REAL PROPERTY.
7. In the event that any provision or any part of any provision of this Agreement is held to be illegal, invalid or unenforceable, said illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability or any other provision or part hereof.
8. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the parties hereto, any rights or remedies arising under or by reason of this Agreement.
9. This Agreement shall be governed by and construed in accordance with the laws of Oregon.
10. BY THE SUBMISSION OF THE APPLICATION TO THE COMPANY, THE APPLICANT ACKNOWLEDGES AND SUBMITS: THAT APPLICANT IS AWARE OF THE LIMITED SCOPE OF THIS GUARANTEE; THE APPLICANT HAS READ AND UNDERSTANDS THE CONDITIONS OF THE APPLICATION; THE APPLICANT HAS READ AND UNDERSTANDS THE CONDITIONS AND EXCLUSIONS OF THE GUARANTEE.
11. The Subject Property is described as follows:  
PARCEL I: BEGINNING AT A POINT IN THE SOUTH LINE OF WM.G. EATON AND WIFE DLC NO. 62 IN SAID TOWNSHIP AND RANGE 20.35 CHAINS N. 89° 5' WEST OF THE SOUTHEAST CORNER THEREOF; THENCE S. 89° 5' EAST 10.35 CHAINS; THENCE N. 10' WEST 10 CHAINS; THENCE S. 89° 5' EAST 10 CHAINS; THENCE N. 10' WEST ALONG EAST LINE OF SAID CLAIM NO. 62, 85.59 CHAINS TO THE MOST NORTHERLY CORNER THEREOF; THENCE S. 39° 56' W. ALONG NORTHWEST BOUNDARY LINE OF SAID CLAIM 30.31 CHAINS; THENCE N. 34° WEST 25.60 CHAINS; THENCE N. 49° 52' WEST 3.81 CHAINS; THENCE SOUTH 41° 53' WEST 13.88 CHAINS TO THE CORNER IN ANGLE OF DLC NO. 60 IN SAID TOWNSHIP AND RANGE; THENCE SOUTH 38½° WEST 6.75 CHAINS; THENCE S. 29° 45' EAST 80 LINKS; THENCE SOUTH 29° 45' EAST ALONG CENTER OF COUNTY ROAD NO. 640 10.57 CHAINS; THENCE S. 27° 32' EAST 7.91 CHAINS; THENCE SOUTH 28° 53' EAST 10.17 CHAINS; THENCE SOUTH 25° 36' E. 8.70 CHAINS; THENCE S. 12° 45' E. 5.20 CHAINS TO BOUNDARY LINE OF PREMISES DESCRIBED IN CERTIF. NO 2642; THENCE EAST 2 CHAINS; THENCE S. 0° 36' E. 21.87 CHAINS; THENCE S. 14° E. 17.69 CHAINS; THENCE S. 89° 5' EAST 3.74 CHAINS AND THENCE S. 3 CHAINS TO THE PLACE OF BEGINNING, IN LANE COUNTY, ORE.

EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE DEED RECORDED JANUARY 11, 1965, NO. 88276, OFFICIAL RECORDS OF LANE COUNTY, OREGON.

PARCEL II: BEGINNING 24.15 CHAINS EAST OF THE S.W. CORNER OF D.L.C. NO. 62 IN TOWNSHIP 19 SOUTH, RANGE 2 WEST OF WILLAMETTE MERIDIAN; THENCE EAST 3 CHAINS; THENCE NORTH 3 CHAINS; THENCE WEST ABOUT 3.76 CHAINS; THENCE SOUTH 13 3/4° EAST ABOUT 3.11 CHAINS TO THE PLACE OF BEGINNING, IN LANE COUNTY, OREGON.

PARCEL III:

BEGINNING AT A POINT IN THE CENTERLINE OF COUNTY ROAD NUMBER 640 (ROGERS ROAD), SAID POINT BEING 3,578.97 FEET SOUTH 49° 53' 15" EAST FROM THE INTERSECTION OF THE CENTERLINE OF SAID COUNTY ROAD NUMBER 640 WITH THE CENTERLINE OF COUNTY ROAD NUMBER 397 (ENTERPRISE ROAD); RUNNING THENCE ALONG THE CENTERLINE OF COUNTY ROAD NUMBER 640, SOUTH 3° 47' 35" EAST 475.0 FEET; THENCE LEAVING SAID CENTERLINE NORTH 39° 21' 10" EAST 342.24 FEET; THENCE NORTH 49° 53' 05" WEST 342.86 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

PARCEL IV:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF LAND WHICH LIES NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 640: BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD 20.00 CHAINS NORTH AND 18.29 CHAINS SOUTH 89° 54' EAST FROM THE SOUTHWEST CORNER OF THE WILLIAM O. EATON DONATION LAND CLAIM NO. 62, NOTIFICATION NO. 6536, TOWNSHIP 19 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; AND RUN THENCE NORTH 21.87 CHAINS; THENCE NORTH 89° 54' WEST 25.11 CHAINS THE WEST LINE OF LOT 5, SECTION 20 SAID TOWNSHIP AND RANGE; THENCE SOUTH ALONG THE WEST LINE OF LOTS 4 AND 6 OF SAID SECTION 20, 16.96 CHAINS TO A POINT 7.75 CHAINS NORTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20; THENCE WEST TO THE CENTER OF EAST BRANCH OF BEAR CREEK; THENCE SOUTHERLY ALONG THE CENTER OF SAID CREEK TO THE CENTER OF THE COUNTY ROAD; THENCE EASTERLY ALONG THE CENTER OF SAID COUNTY ROAD TO THE POINT OF BEGINNING, ALL IN LANE COUNTY, OREGON; EXCEPTING THEREFROM ANY PORTION WHICH LIES WITHIN THAT PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED JUNE 15, 1976, REEL 799, RECEPTION NO. 7629550, LANE COUNTY OREGON RECORDS.

PARCEL IV:

A PORTION OF THE WM. G. EATON DONATION LAND CLAIM NO. 62 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF THE W.M. G. EATON DONATION LAND CLAIM NO. 62 IN TOWNSHIP NINETEEN (19) SOUTH OF RANGE TWO (2) WEST OF THE WILLAMETTE, MERIDIAN; THENCE SOUTH 39° 5' WEST ALONG THE NORTHWESTERLY LINE OF D.L.C. NO. 62 TO THE WEST LINE OF INTERNATIONAL PAPER COMPANY LAND AS DESCRIBED ON REEL NO. 257 PAGE D FILE NO. 88276 LANE COUNTY, OREGON AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 10' EAST 1461.0 FEET; THENCE EAST 660.0 FEET; THENCE NORTH 0° 10' WEST 2,246.7 FEET TO THE NORTHWESTERLY LINE OF D.L.C. NO. 62; THENCE SOUTH 39° 56' WEST, ALONG SAID NORTHWESTERLY, D.L.C. LINE, A DISTANCE OF 1,024.65 FEET TO THE TRUE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

PARCEL VI:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY OF THE CASWELL C. HENDRICKS DONATION LAND CLAIM NO. 60, NOTIFICATION NO. 6520, IN TOWNSHIP 19 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, A DISTANCE OF 22.30 CHAINS SOUTH 50° 11' EAST FROM THE NORTHWEST CORNER OF SAID CLAIM; AND RUNNING THENCE ALONG THE NORTHERLY BOUNDARY OF SAID CLAIM SOUTH 50° 11' EAST 52.01 CHAINS MORE OR LESS TO THE SOUTHEAST CORNER OF THE 42 ACRE TRACT OF LAND ALLOTTED AND SET APART TO JULIA MORRILL, THENCE NORTH 40° 10' EAST 10.62 CHAINS, THENCE SOUTH 50° 28' EAST 35.39 CHAINS, THENCE WEST 11.40 CHAINS TO THE CENTER OF SECTION 16, SAID TOWNSHIP; THENCE SOUTH 4.49 CHAINS TO THE NORTHERLY BOUNDARY OF SAID CLAIM NO. 60; THENCE SOUTH 50° 11' EAST 5.21 CHAINS TO THE NORTHEAST CORNER OF SAID CLAIM NO. 60, THENCE ALONG THE EASTERLY BOUNDARY OF SAID CLAIM NO. 60; SOUTH 40° 6' WEST 46.46 CHAINS; THENCE NORTH 34° WEST 25.60 CHAINS, THENCE NORTH 49° 52' WEST 62.79 CHAINS THENCE NORTH 40° EAST 39.30 CHAINS TO THE PLACE OF BEGINNING, IN SECTIONS 8, 16, 17, 18 AND 21, IN TOWNSHIP 19 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN LANE COUNTY, OREGON;

EXCEPT THAT PART OF THE ABOVE DESCRIBED PROPERTY DEEDED TO ROBERT A. AND SARAH E. MELTEBEKE AS DESCRIBED IN A DEED DATED AUGUST 12, 1965, RECORDED ON SEPTEMBER 9, 1965, CLERK'S FILING NO. 18100 OF LANE COUNTY OREGON DEED RECORDS;

ALSO EXCEPT: BEGINNING AT A POINT IN THE CENTER LINE OF COUNTY ROAD NO. 397 SOUTH 50° 11' EAST 1471.82 FEET FROM THE MOST NORTHERLY CORNER OF THE CASWELL C. HENDRICKS DONATION LAND CLAIM NO. 60, IN TOWNSHIP 19 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 50° 11' EAST 20.0 FEET TO THE EASTERLY BOUNDARY OF SAID COUNTY ROAD AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 50° 11' EAST 208.7 FEET; THENCE SOUTH 40° 14' WEST PARALLEL WITH THE EASTERLY LINE OF SAID COUNTY ROAD, 208.7 FEET; THENCE NORTH 50° 11' WEST 208.7 FEET TO THE SAID EASTERLY LINE; THENCE ALONG SAID EASTERLY LINE NORTH 40° 14' EAST 208.7 FEET TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPT: THAT PART OF THE ABOVE DESCRIBED PREMISES DEEDED TO LANE COUNTY, OREGON, FOR PUBLIC ROAD PURPOSES BY DEED RECORDED FEBRUARY 23, 1966, CLERK'S FILING NO. 37693 OF LANE COUNTY OREGON DEED RECORDS.

ALSO EXCEPT THAT PART OF THE ABOVE DESCRIBED PREMISES DEEDED TO WEST COAST ENTERPRISES, INC., AS DESCRIBED IN A DEED DATED APRIL 18, 1966 AND RECORDED APRIL 18, 1966, AS RECEPTION NO. 44245, DEED RECORDS OF LANE COUNTY, OREGON.

Dated: \_\_\_\_\_

Applicant:

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

16; (3)(1) 21; (2)(2-2)(3) WARRANTY DEED 7-15-60 15252  
2219-211 88332

FOR VALUE RECEIVED Harold Marcotte and Marie Marcotte, husband and wife,

herein referred to as grantors, hereby grant, bargain, sell and convey unto Bernard F. Bernheim and Margaret F. Bernheim, husband and wife,

herein referred to as grantees, the following described real property, with tenements, hereditaments and appurtenances, to wit: PARCEL 1: Lots 5, 6 & 7 and East half of Southeast 1/4 and the Southwest 1/4 of Southeast 1/4 of Sec. 16; the Southeast 1/4 of Sec. 21; West half of Sec. 22, all in Township 19 South, Range 2 West of Willamette Meridian.

ALSO: Beginning at a point in the South line of Wm.G. Eaton and wife DLC No. 62 in said Township and Range 20.35 chains N. 89° 5' West of the Southeast corner thereof; thence S. 89° 5' East 10.35 chains; thence N. 10' West 10 chains; thence S. 89° 5' East 10 chains; thence N. 10' West along East line of said claim No. 62, 85.59 chains to the most northerly corner thereof; thence S. 39° 56' W. along Northwest boundary line of said claim 30.31 chains; thence N. 34° West 25.60 chains; thence N. 49° 52' West 3.81 chains; thence South 41° 53' West 13.88 chains to the corner in angle of DLC No. 60 in said Township and Range; thence South 38 1/2° West 6.75 chains; thence S. 29° 45' East 80 links; thence South 29° 45' East along center of County Road No. 640 10.57 chains; thence S. 27° 32' East 7.91 chains; thence South 28° 53' East 10.17 chains; thence South 25° 36' E. 8.70 chains; thence S. 12° 45' E. 5.20 chains to boundary line of premises described in Certif. No. 2642; thence East 2 chains; thence S. 0° 36' E. 21.87 chains; thence S. 14° E. 17.69 chains; thence S. 89° 5' East 3.74 chains and thence S. 3 chains to the place of beginning, in Lane Cty, Ore.

ALSO: West one-half of S.E. 1/4 of Sec. 22, Township 19 S., R. 2 West of Willamette Meridian. ALSO: The N. 1/2 of the N.E. 1/4; the S.W. 1/4 of the N.E. 1/4, and Lots 1 & 2 of Sec. 21 Township 19 South, Range 2 West of Willamette Meridian, Lane County, Oregon.

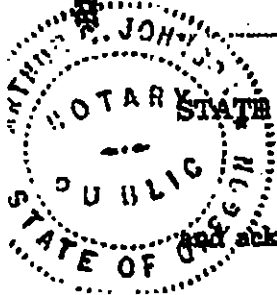
PARCEL 2: Beginning 24.15 chains East of the S.W. corner of D.L.C. No. 62 in Township 19 South, Range 2 West of Willamette Meridian; thence East 3 chains; thence North 3 chains; thence West about 3.76 chains; thence South 13 3/4° East about 3.11 chains to the place of beginning, in Lane County, Oregon

TO HAVE AND TO HOLD the said premises unto said Grantees, their heirs and assigns forever. And the said Grantors hereby covenant that they are lawfully seized in fee simple of said premises; that they are free from all incumbrances.

and that they will warrant and defend the above granted premises against all lawful claims whatsoever, except as above stated.

Dated December 16, 1959

(Seal) \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)



Personally appeared the above named Harold Marcotte and Marie Marcotte, husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



1-4-62  
55185

ORDER NO



# Warranty Deed



THIS INDENTURE WITNESSETH: That **ARTHUR SKINNER and LAURA SKINNER, husband and wife**

the Grantor<sup>s</sup>, for and in consideration of the sum of \_\_\_\_\_ **one and other** DOLLARS to them paid, do hereby, bargain, sell and convey unto **LEO M. SIMONSEN and E. JOY SIMONSEN, husband and wife** the grantees, the following described premises, to-wit:

Beginning at a point in the Northerly boundary of the Caswell C. Hendricks Donation land Claim #60, Notification #6520 in Township 19 South of Range 2 East of the Willamette Meridian, 22.30 chains South 50° 11' East from the Northwest corner of said Claim, and running thence along the Northerly boundary of said Claim South 50° 11' East 52.01 chains more or less to the Southeast corner of the 42 acre tract of land allotted and set apart to Julia Morrill, thence North 40° 10' East 10.62 chains, thence South 50° 28' East 35.39 chains, thence West 11.40 chains to the center of Section 16, said Township, thence South 4.49 chains to the Northerly boundary of said Claim #60, thence South 50° 11' East 5.21 chains to the Northeast corner of said Claim #60, thence along the Easterly boundary of said Claim #60, South 40° 6' West 46.46 chains, thence North 34° West 25.60 chains, thence North 49° 52' West 62.79 chains, thence North 40° East 39.30 chains to the place of beginning, containing 38 1/2 acres of land, more or less, in Sections 8, 16, 17, 18 and 21 in Township 19 South of Range 2 West of the Willamette Meridian in Lane County, Oregon



TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, their heirs and assigns that they are the owners in fee simple of said premises; and that they are free from all incumbrances except easements and reservations of record.

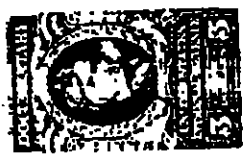
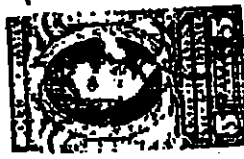
and that they will warrant and defend the same from all other lawful claims whatsoever. IN WITNESS WHEREOF, we have hereunto set our hands and seals this

9 day of January

A. D. 19 54.

*Arthur Skinner* SEAL

*Laura Skinner* SEAL



STATE OF OREGON,  
COUNTY OF LANE

Be it remembered that on this 9 day of January, 19 54, personally came before me, a Notary Public in and for said county, the within named

**ARTHUR SKINNER AND LAURA SKINNER, husband and wife**

to me personally known to be the identical persons described in and who executed the within and acknowledged to me that they executed the same freely and voluntarily for

(2)(2-2)(2-3)(3) - 22 - 14-24 1-11-65 75429  
(3)(2)(7) 21  
(1)(1) 16 88276

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That BERNARD F. BERNHEIM and MARGARET F. BERNHEIM, husband and wife, Grantors, in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration to them paid by INTERNATIONAL PAPER COMPANY, a New York corporation, Grantee, do hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, all of the following described property situated in Lane County, Oregon:

PARCEL NO. 1

Lots Five (5), Six (6) and Seven (7); the Last Half of the Southeast Quarter (E 1/2 SE 1/4); and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Sixteen (16);

ALSO: The Southeast Quarter (SE 1/4); the North Half of the Northeast Quarter (N 1/2 NE 1/4); the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4); and lots One (1) and Two (2) of Section Twenty-one (21);

ALSO: The West Half (W 1/2); and the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section Twenty-two (22);

All being in Township Nineteen (19) South, Range Two (2) West of the Willamette Meridian, in Lane County, Oregon.

PARCEL NO. 2

A portion of the Wm. G. Eaton and wife Donation Land Claim No. 62 described as follows:

Beginning at a point on the South line of the Wm. G. Eaton and wife Donation Land Claim No. 62, Township 19 South, Range 2 West of the Willamette Meridian, said point being the Westerly Northwest corner of Government Lot 4 of Section 21, of said Township and Range; thence South 89° 05' East along the South line of said claim No. 62 to a point North 89° 05' West 660.0 feet from the Southeast corner thereof; thence North 00° 10' West 660.0 feet; thence South 89° 05' East 660.0 feet to the East line of said Claim No. 62; thence North 00° 10' West 5648.94 feet along said East line to the most Northerly corner of said Claim No. 62; thence South 39° 56' West along the Northwest boundary line of said claim to a point North 00° 10' West of the Place of Beginning; thence South 00° 10' East to the Place of Beginning, Lane County, Oregon.

PARCEL NO. 3

A permanent, non-exclusive easement permitting toll-free use of the existing roadway (hereinafter called the Bernheim Road) which runs from the property herein conveyed to Lane County Road No. 211-06, to a maximum width of 40 feet, beginning at the point where the Bernheim Road intersects the Northwest boundary of the parcel of land

88276

conveyed by Harold Marcotte and Marie Marcotte to Bernard F. Bernheim and Margaret F. Bernheim, which deed is recorded in the Deed Records of Lane County, Oregon, at Reel 146, '60 D, Reception No. 88337 and running thence generally South and East through the Caswall C. Hendricks and Wm. G. Eaton Donation Land Claims to the West line of the property herein conveyed, the Grantors and Grantee to maintain said road each in proportion to his use thereof, all in Township 19 South, Range 2 West of W. M., Lane County, Oregon;

SUBJECT TO classification of a portion of said lands as reforestation lands under the laws of the State of Oregon and subject to Oil and Gas Lease to the Superior Oil Company, recorded in the Deed Records of Lane County, Oregon, October 17, 1963, under Clerk's File No. 29539;

RESERVING unto Grantors, their heirs and assigns forever, all oil, gas and mineral rights in, under, and to the above lands together with the usual and necessary rights of ingress and egress for developing the oil, gas and mineral rights reserved;

RESERVING unto the Grantors the personal and non-assignable right to graze cattle on the lands hereinabove described for a period of ten (10) years ending December 31, 1974; together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all their estate, right, title and interest in and to the same including dower and claim of dower.

TO HAVE AND TO HOLD THE above described and granted premises unto the said Grantee, its successors and assigns, forever.

And the Grantors do covenant to and with the Grantee, its successors and assigns, that the Grantors are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from any and all incumbrances except those above noted and that they will and their heirs, executors and administrators shall warrant and defend the above granted premises and every part and parcel hereof, against the lawful claims and demands of all persons whomsoever.

15512741

IN WITNESS WHEREOF, the Grantors above named have set their hands and seals this 11th day of January, 1965.

Bernard F. Bernheim  
Bernard F. Bernheim

Margaret F. Bernheim  
Margaret F. Bernheim

STATE OF OREGON )  
                          ) ss.  
County of            )

On this 11th day of January, 1965, personally appeared the above-named Bernard F. Bernheim and Margaret F. Bernheim, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



James P. [Name]  
Notary Public for Oregon  
My Commission expires: 10-19-67

4-19-66

44487

BARGAIN AND SALE DEED

LEO M. SIMONSEN and E. JOY SIMONSEN, husband and wife,  
convey to EUGENE ESCROW SERVICE, INC: all that real property  
situated in Lane County, State of Oregon, described as:

Beginning at a point in the Northerly boundary of  
the Caswell C. Hendricks Donation Land Claim No. 60,  
in Township 19 South, Range 2 West of the Willamette  
Meridian, 22.30 chains South 50° 11' East from the  
Northwest corner of said Claim, and running thence  
along the Northerly boundary of said Claim South  
50° 11' East 52.01 chains, more or less, to the  
Southeast corner of the 42 acre tract of land  
~~allotted and set apart to Julia Morrill; thence~~  
North 40° 10' East 10.62 chains; thence South 50° 28'  
East 35.39 chains; thence West 11.49 chains to the  
center of Section 16, said Township; thence South  
4.49 chains to the Northerly boundary of said Claim  
No. 60; thence South 50° 11' East 5.21 chains to  
the Northeast corner of said Claim No. 60; thence  
along the Easterly boundary of said Claim No. 60,  
South 40° 6' West 46.46 chains; thence North 34°  
West 25.60 chains; thence North 49° 52' West 62.79  
chains; thence North 40° East 39.30 chains to the  
place of beginning, in Sections 8, 16, 17, 18 and 21,  
in Township 19 South, Range 2 West of the Willamette  
Meridian, in Lane County, Oregon;

EXCEPTING THEREFROM: That portion conveyed to  
Lane County, Oregon, by deed recorded February 23,  
1966, Clerk's Filing No. 37693, Lane County Oregon  
Deed Records.

DATED this 26 day of March, 1966.

Leo M. Simonsen

E. Joy Simonsen

STATE OF OREGON )  
                  ) ss.  
COUNTY OF LANE )

March 26, 1966

Personally appeared the above named LEO M. SIMONSEN and  
E. JOY SIMONSEN, husband and wife, and acknowledged the foregoing  
to be their voluntary act. Before me:



Charles R. Thomas  
Notary Public for Oregon  
My Commission expires: Feb 14, 1967

103 out 107

19-2-21

TRM

DEC 16 1968

48289

WARRANTY DEED

48289

INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, herein called Grantor, in consideration of the conveyance by the Grantees hereinafter named to the Grantor of certain other real property, the true and actual consideration for this conveyance, do hereby GRANT, BARGAIN, SELL and CONVEY unto BERNARD BERNHEIM and MARGARET BERNHEIM, husband and wife, herein called Grantees, the following described real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Lane, State of Oregon:

(The true and actual consideration of this transaction is an exchange for other property).

A portion of the Wm. G. Eaton Donation Land Claim No. 62 described as follows:

Beginning at the most northerly corner of the Wm. G. Eaton Donation Land Claim No. 62 in Township Nineteen (19) South of Range Two (2) West of the Willamette Meridian; thence South 0° 10' East 2246.70 feet; thence West 660.0 feet; thence North 0° 10' West 1461.0 feet to the Northwesterly line of the Wm. G. Eaton Donation Land Claim No. 62; thence North 39° 56' East 1024.65 feet along said Northwesterly line of the said Wm. G. Eaton DLC to the point of beginning, containing 28 acres, more or less;

RESERVING unto the Grantor and its successors a permanent nonexclusive easement permitting toll free use of the existing roadway, herein called the Bernheim Road, described in the deed from the Grantees to the Grantor dated January 11, 1965 and recorded under File No. 88276, Deed Records of Lane County, Oregon; where the said Bernheim Road crosses the above described and granted premises; the Grantor and the Grantees to maintain said road in proportion to their use thereof;

TO HAVE AND TO HOLD the said premises unto the Grantees and their heirs and assigns for ever, subject to oil and gas lease to Superior Oil Company recorded in the Deed Records of Lane County, Oregon on October 17, 1963 under File No. 29539.

And the Grantor hereby covenants that it is lawfully seized in fee simple of said premises, that said premises are

free from all encumbrances except as above stated, and that it will warrant and defend the said premises against all lawful claims whatsoever except as above stated.

DATED this 12<sup>th</sup> day of November, 1968.

INTERNATIONAL PAPER COMPANY

By A. J. Sandoz  
Manager of Woodlands  
Long-Bell Division

(11)  
Rth.

Attest:

F. P. Tub  
Assistant Secretary

STATE OF WASHINGTON )  
County of Cowlitz ) ss.

November 12<sup>th</sup>, A.D. 1968. Personally appeared A. J. Sandoz who, being duly sworn, stated that he is the Manager of Woodlands of the Long-Bell Division of International Paper Company, the grantor corporation, that the seal affixed is the seal of said corporation and that this instrument was voluntarily signed and sealed in behalf of said corporation by authority of its board of directors.

Before me:

Thelma R. Whitney  
Notary Public in and for the State  
of Washington, residing at Longview

My commission expires March 26, 1970

1-16-69

51150

WARRANTY DEED

INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, herein called Grantor, in consideration of the covenant by the Grantees hereinafter named to the Grantor of certain other real property, the true and actual consideration for this conveyance, do hereby GRANT, BARGAIN, SELL and CONVEY unto BERNARD BERNHEIM and MARGARET BERNHEIM, husband and wife, herein called Grantees, the following described real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Lane, State of Oregon:

A portion of the Wm. G. Eaton Donation Land Claim No. 62 described as follows:  
Beginning at the most Northerly corner of the Wm. G. Eaton Donation Land Claim No. 62 in Township Nineteen (19) South of Range Two (2) West of the Willamette, Meridian; thence South 39° 56' West along the Northwesterly line of D.L.C. No. 62 to the West line of International Paper Company land as described on Reel No. 257 Page D File No. 88276 Lane County, Oregon and The TRUE POINT OF BEGINNING; thence South 0° 10' East 1461.0 feet; thence East 660.0 feet; thence North 0° 10' West 2,246.7 feet to the Northwesterly line of D.L.C. No. 62; thence South 39° 56' West, along said Northwesterly, D.L.C. line, a distance of 1,024.65 feet to the true point of beginning, containing 28.0 acres, more or less.

RESERVING unto the Grantor and its successors a permanent nonexclusive easement permitting toll free use of the existing roadway, herein called the Bernheim Road, described in the deed from the Grantees to the Grantor dated January 11, 1965 and recorded under File No. 88276, Deed Records of Lane County, Oregon, where the said Bernheim Road crosses the above described and granted premises; the Grantor and the Grantees to maintain said road in proportion to their use thereof;

(The true and actual consideration of this transaction is an exchange for other property)

TO HAVE AND TO HOLD the said premises unto the Grantees and their heirs and assigns for ever, subject to oil and gas lease





103

APR 9 1969

QUITCLAIM DEED

6005i

BERNARD BERNHEIM and MARGARET BERNHEIM, husband and wife, Grantors, RELEASE and QUITCLAIM unto INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, Grantee, all their right, title and interest in the real property situated in the County of Lane, State of Oregon, described as follows:

A portion of the Wm. G. Eaton Donation Land Claim No. 62 described as follows:

Beginning at the most northerly corner of the Wm. G. Eaton Donation Land Claim No. 62 in Township Nineteen (19) South of Range Two (2) West of the Willamette Meridian; thence South 0° 10' East 2246.70 feet; thence West 660.0 feet; thence North 0° 10' West 1461.0 feet to the Northwesterly line of the Wm. G. Eaton Donation Land Claim No. 62; thence North 39° 56' East 1024.65 feet along said Northwesterly line of the said Wm. G. Eaton Donation Land Claim to the point of beginning, containing 28 acres, more or less.

This deed is made and delivered by the Grantors and accepted by the Grantee to release and quitclaim to the Grantee all the Grantors' right, title and interest in the real property described above acquired by the Grantors under the deed from the Grantee to the Grantors dated November 12, 1968 and recorded under File No. 48289 in the Deed Records of Lane County, Oregon and in no way affects title to the real property conveyed by the Grantee to the Grantors by the deed dated January 13, 1969 and recorded under File No. 51150 in the Deed Records of Lane County, Oregon. No additional consideration was paid for this release and quitclaim. The Grantee has signed this

deed as evidence of its acceptance thereof for the purposes herein stated.

DATED this 12<sup>th</sup> day of ~~February~~ <sup>MARCH</sup>, 1969.

[Signature]  
Margaret S. Bernheim  
Grantors

INTERNATIONAL PAPER COMPANY

ATTEST:

[Signature]  
Assistant Secretary

By A. J. Sandoz <sup>12th</sup>  
Manager of Woodlands  
Long-Bell Division

STATE OF OREGON )  
                          ) ss.  
County of Lane )

~~February~~ <sup>MARCH</sup> 12, A.D. 1969. Personally appeared the above named Bernard Bernheim and Margaret Bernheim, husband and wife, and acknowledged the foregoing instrument to be their voluntary act.

Before me: Bernard F. and Margaret S. Bernheim

[Signature]  
Notary Public for Oregon

My commission expires: 10 26 70

STATE OF WASHINGTON )  
                          ) ss.  
County of Cowlitz )

~~February~~ <sup>APRIL</sup> 8th, A.D. 1969. Personally appeared A. J. Sandoz who, being duly sworn, stated that he is the Manager of Woodlands of the Long-Bell Division of International Paper Company and that the seal affixed is the seal of said corporation and that this instrument was voluntarily signed and sealed in behalf of said corporation by authority of its board of directors.

Before me:

[Signature]  
Notary Public in and for the State  
of Washington, residing at Longview

100 ~~107~~ 19-2-19

KNOW ALL MEN BY THESE PRESENTS, That Eugene Escrow Service, Inc.

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Key Escrow Services, Inc.

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Lane, State of Oregon, described as follows, to-wit:

Beginning at a point in the Northerly boundary of the Caswell G. Hendricks Donation Land Claim No. 60, in Township 19 South, Range 2 West of the Willamette Meridian, 22.30 chains South 50° 11' East from the Northwest corner of said Claim, and running thence along the Northerly boundary of said Claim South 50° 11' East 52.01 chains, more or less, to the Southeast corner of the 42 acre tract of land allotted and set apart to Julia Morrill; thence North 40° 10' East 10.62 chains; thence South 50° 28' East 35.39 chains; thence West 11.49 chains to the center of Section 16, said Township; thence South 4.49 chains to the Northerly boundary of said Claim No. 60; thence South 50° 11' East 5.21 chains to the Northeast corner of said Claim No. 60; thence along the Easterly boundary of said Claim No. 60, South 40° 6' West 46.46 chains; thence North 34° West 25.60 chains; thence North 49° 52' West 62.79 chains; thence North 40° East 39.30 chains to the place of beginning, in Sections 8, 16, 17, 18, and 21, in Township 19 South, Range 2 West of the Willamette Meridian, in Lane County, Oregon;

EXCEPTING THEREFROM: That portion conveyed to Lane County, Oregon, by deed recorded February 23, 1966, Clerk's Filing No. 37693, Lane County, Oregon, Deed Records.

JAN 12 1971

32633

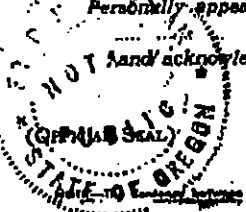
To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ none. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). In construing this deed the singular includes the plural as the circumstances may require. Witness grantor's hand this 4th day of January, 1971.

Eugene Escrow Service, Inc. By: John E. Black Receiver - Eugene Escrow Service, Inc.

STATE OF OREGON, County of MAR 10th Personally appeared the above named John E. Black Jan 6, 1971

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Notary Public for Oregon My commission expires 12/17/72



Bargain and Sale Deed

STATE OF OREGON,

TO

Id, Director of the Bureau of Land Management, County, do hereby certify that this instrument was recorded at

2 05 7

CLERK OF COUNTY RECORDS, Director of the Bureau of Land Management, Deputy

stru- the rded

8

4-28-71

44682

BARGAIN & SALE DEED

PT 22936

FOR VALUE RECEIVED

WM. H. STRINGFIELD and MARY LEE STRINGFIELD, husband and wife

herein referred to as grantors, hereby grant, bargain, sell and convey unto

✓ BERNARD F. BERNHEIM and MARGARET F. BERNHEIM, husband and wife

herein referred to as grantees, the following described real property, with tenements, hereditaments and appurtenances, to wit:

Beginning at a point in the centerline of County Road Number 640 (Rogers Road), said point being 3,578.97 feet South 49 degrees 53' 15" East from the intersection of the centerline of said County Road Number 640 with the centerline of County Road Number 397 (Enterprise Road); running thence along the centerline of County Road Number 640, South 3 degrees 47' 35" East 475.0 feet; thence leaving said centerline North 39 degrees 21' 10" East 342.24 feet; thence North 49 degrees 53' 05" West 342.86 feet to the point of beginning, in Lane County, Oregon.

The true and actual consideration for this transfer is \$ other than money

Dated March 31 1971

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

*William H. Stringfield* (Seal)  
*Mary Lee Stringfield* (Seal)

STATE OF OREGON, County of Lane, ss.

Personally appeared the above named

WM. H. STRINGFIELD and MARY LEE STRINGFIELD

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Dated March 31 A.D. 1971

My Commission Expires 10-18-73

*Bertie C. Homer*  
Notary Public for Oregon

44682

BARGAIN & SALE DEED

PIONEER

TITLE CO.

101 First Street • Eugene, Oregon

Oregon  
of Lane—ss.

J. M. Fessell, Director of the  
State of Records and Elections,  
of the said County, do hereby  
certify that the within instrument was  
filed for record at

: 28 APR 13 9

529 R

OFFICIAL RECORDS.

FRANK W. FESSOLD, Director of the  
State of Records & Elections.

*Frank W. Fessold*  
Deputy

1-05

1.50

act of 400 44683 19-2-18

BARGAIN & SALE DEED

PT 22936

FOR VALUE RECEIVED GUSTAFSON FARMS a co-partnership composed of MELVIN C. GUSTAFSON, ELMER J. GUSTAFSON, ETHEL GUSTAFSON and SEREATHEA B. GUSTAFSON.

herein referred to as grantors, hereby grant, bargain, sell and convey unto

WM. H. STRINGFIELD and MARY LEE STRINGFIELD

herein referred to as grantees, the following described real property, with tenements, hereditaments and appurtenances, to wit:

Beginning at a point in the centerline of County Road Number 640 (Rogers Road), said point being 3,578.97 feet South 49 degrees 53' 15" East from the intersection of the centerline of said County Road Number 640 with the centerline of County Road Number 397 (Enterprise Road); running thence along the centerline of County Road Number 640, South 3 degrees 47' 35" East 475.0 feet; thence leaving said centerline North 39 degrees 21' 10" East 342.24 feet; thence North 49 degrees 53' 05" West 324.86 feet to the point of beginning, in Lane County, Oregon. T 19 S R 9 W

APR 28 1971  
44683

The true and actual consideration for this transfer is other than money

Dated March 26 1971

Ethel Gustafson (Seal)  
Melvin G. Gustafson (Seal)

Elmer J. Gustafson (Seal)  
Sereathea B. Gustafson (Seal)

STATE OF OREGON, County of Lane, ss. Personally appeared the above named MELVIN G. GUSTAFSON, ELMER J. GUSTAFSON, ETHEL GUSTAFSON and SEREATHEA B. GUSTAFSON

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Dated March 26 A.D. 1971 My Commission Expires March 19, 1972 Notary Public for Oregon

44683

BARGAIN & SALE DEED

Courtesy of Pioneer Title Co. 222 First Street - EUGENE, OREGON

of Oregon, County of Lane--ss.

L. D. M. Penfold, Director of the Department of Records and Elections, do hereby certify that the within instrument was filed for record at

171 APR 28 AM 10 14 0

529 R

County OFFICIAL Records.

M. PENFOLD, Director of the Department of Records & Elections.

Deputy

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983-05

10854 15223

Know all Men by These Presents, That We, Ethen Mounce and Eva L. Mounce, husband and wife,

of Portland State of Oregon,

in consideration of Ten Dollars and other valuable considerations Dollars, to us in hand paid by F. & F. Live Stock Company, a corporation,

State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said F. & F. Live Stock Company, a corporation,

its successors heirs and assigns, all the following bounded and described real property, situated in the County of Lane and State of Oregon:

Lots numbered 5, 6, 7, the East half of the South East Quarter and the South West Quarter of the South East Quarter of Section 16, the South East Quarter of Section 21 and the West half of Section 22 all in Township 19 South of Range 2 West of the Willamette Meridian.

Also beginning at a point in the South line of the William G. Eaton and wife Donation Land Claim, numbered 68 notification number 6536 in said Township and Range, 20.55 chains North, 89 Degrees five minutes West of the South East Corner thereof, and running thence South 89 Degrees five minutes East 10.35 chains, thence North ten minutes, West 10 chains, thence South 89 degrees 5 minutes East 10 chains, thence North 10 minutes West along the East line of said claim numbered 62, 85.59 chains to the most northerly corner of said claim; thence South 39 degrees 56 minutes, West along the North West boundary line of said claim 30.31 chains; thence North 34 degrees West 25.60 chains; thence North 49 degrees 52 minutes West 3.81 chains; thence South 41 degrees 32 minutes West 13.88 chains to the corner in angle of the donation land claim No. 60 in said Township and Range; thence South 38.50 degrees West 13.88 chains to the most Westerly corner of the ell of said claim No. 60; thence South 50 degrees East 8 chains; thence South 15 minutes East 20.53 chains; thence East 25.11 chains; thence South 36 minutes East 21.87 chains, thence South 14 degrees East 17.69 chains, thence South 89 degrees 5 minutes East 3.74 chains, and thence South 3 chains to the place of beginning, containing 990 acres of land, more or less.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all his estate, right, title and interest in and to the same, including dower and claim of dower.

To Have and to Hold, the above described and granted premises unto the said F. & F. Live Stock Company, a corporation, its successors

and assigns forever. And We, Ethen Mounce, and Eva L. Mounce, husband and wife,

do covenant to and with F. & F. Live Stock Company, a corporation,

the above named grantee, that they are lawfully seized in fee simple of the above granted premises are free from all incumbrances, save and except a mortgage of \$2000.00 covering said property and other desirable property, which they assume and agree to pay their heirs, executors and administrators, shall warrant and forever defend the premises, and every part and parcel thereof, against the lawful claims and demands of persons whomsoever

In Witness Whereof, We the grantors above named, have hereunto set our hands and seals this 11th day of November 1914

Ethen Mounce
Eva L. Mounce

Ethen Mounce (SEAL)
Eva L. Mounce (SEAL)

(SEAL) 11

10854

15253

STATE OF OREGON,

County of Multnomah

Be it Remembered, That on this 11<sup>th</sup> day of December A. D. 1914,

before me, the undersigned, a Notary Public

in and for said County and State, personally appeared the within named Eben Hovnoe, and hys E. Hovnoe, husband and wife,

who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and Notarial seal the day and year last above written.

*Fred Seiff*  
Notary Public for Oregon



10854

Save and except as to the mortgage above described and stated. This instrument is executed for the purpose of correcting a deed of like tenor, made between the parties hereto, dated August 27, 1914, and filed in the office of the County Clerk of Lane County, Oregon, September 14, 1914, and known in the Register of Title files as instrument number 10409, and recorded November 5, 1914 in the Deed Records of Lane County, Oregon, in volume 265, on page 265.

501



Warranty Deed.

Instrument No. 10854

15283

BY *Edgar Becker*  
Director of the Department of Records & Elections  
1914  
628-081-05

Lane County Official Records.

Reel 600P

872 AUG 24 AM 10 04 2

State of Oregon,  
County of Lane—ss.  
I, D. M. Penfold, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at



22119

10-18-72  
24026

THIS INSTRUMENT WITNESSETH: That, Charles A. Hardy, Auxiliary Administrator of the Estate of Lyman N. Huggins, Deceased, for and in consideration of the sum of TEN (\$10.00) Dollars, to him paid, does hereby bargain, sell and convey unto L. Mark Huggins and William J. Huggins, the following described premises, to-wit:

Lots 5, 6, and 7, and East half of Southeast quarter and the Northwest quarter of southeast quarter of Section 16; the southeast quarter of Section 21; west half of section 22; all in Township 19 South of Range 2 West of the Willamette Meridian.

Also beginning at a point in the south line of Wm. G. Bates and wife Donation Land Claim No. 62, Notification No. 6036 in said township and range, 20.38 chains North 89 degrees 5' West of the southeast corner thereof; thence S 89 degrees 5' East 10.38 chains; thence N 16' West 10 chains; thence South 89 degrees 5' E 10 chains; thence N 10' West along east line of said claim No. 62, 85.59 chains to the most northerly corner thereof; thence South 39 degrees 56' W along northwest boundary line of said claim 30.31 chains; thence north 34 degrees W 25.60 chains; thence N 49 degrees 52' W 3.81 chains; thence S 41 degree 56' W 13.88 chains to the corner in angle of Donation Land Claim No. 60 in said township and range; thence south 38 1/2 degrees W. 23.25 chains to the most westerly corner of the all of said claim No. 60; thence south 50 degrees E 8 chains; thence south 15' E. 20.53 chains; thence E 25.11 chains; thence south 36' E 21.87 chains; thence south 14 degrees E 17.69 chains; thence south 69 degrees E' E 3.74 chains and thence S 3 chains to the place of beginning, containing 990 acres of land all in Lane County, Oregon, as shown by Registered Title Certificate No. 5158.

This deed is made pursuant to an order of the County Court of the State of Oregon for Lane County, dated June 14, 1924, directing the administrator to deed the within premises to the heirs of Lyman N. Huggins, deceased.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said L. Mark Huggins and William J. Huggins, their heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of July, 1924.

In presence of:  
Sam Collyer  
Arthur H. Johnson

Charles Hardy  
Administrator in Oregon of the Estate of  
Lyman N. Huggins Rec'd

State of Oregon.  
County of Lane—48.

I, D. M. Penfold, Director of the  
Department of Records and Elections,  
in and for the said County, do hereby  
certify that the within instrument was  
received for record at

1972 Oct, 13 AM 8 38.0

Reel 608 R

Lane County OFFICIAL RECORDS.

D. M. PENFOLD, Director of the  
Department of Records & Elections

By *Mary J. L. Patton*  
Deputy

C29-083-05

# Warranty Deed

THIS INDENTURE WITNESSETH: That Ralph E. Rogers and Gladys Rogers, husband and wife,

the Grantors, for and in consideration of the sum of Ten and No/100 DOLLARS to them paid, do hereby, bargain, sell and convey unto Joe Lo Forti, the grantee

the following described premises, to-wit:

Lots 5, 6 and 7 and East half of Southeast quarter and the southwest quarter of southeast quarter of Section 16; the southeast quarter of Section 21; West half of Section 22, all in Township 19 South, Range 12 East, West Willamette Meridian. Also,

Beginning at a point in the south line of Wm. G. Eaton and wife Donation Land Claim No. 62 Notification No. 6536 in said Township and Range 20, 35 chains north 89° 5' W. of the southeast corner thereof, thence S. 89° 5' E. 10.35 chains; thence N 10° W. 10 chains; thence S. 89° 5' E. 10 chains; thence N. 10° W. along east line of said claim No. 62, 85.59 chains to the most northerly corner thereof thence S. 39° 56' W. along northwest boundary line of said claim 30.31 chains thence N. 34° W. 25.60 chains, thence N. 49° 52' W. 3.81 chains, thence S. 41° 53' W. 13.88 chains to the corner in angle of Donation Land Claim No. 60 in said Township and Range; thence S. 34° W. 6.75 chains thence S. 29° 45' E. 80 links, thence S. 29° 45' E along center of County Road No. 640 10.57 chains, thence S. 27° 32' E. 7.91 chains, thence S. 28° 53' E. 10.17 chains, thence S. 25° 36' E. 8.70 chains, thence S. 45° E. 5.20 chains to boundary line of premises described in Certificate No. 2642, thence east 2 chains, thence S. 80° 16' E. 21.87 chains, thence S. 11° E. 17.69 chains, thence S. 89° 5' W. 3.7 chains and thence S. chains to the place of beginning, containing 930 acres more or less, Lane county, Oregon.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, his heirs and assigns forever.

And the said Grantors do hereby covenant to and with the said Grantee, his heirs and assigns that they are the owners in fee simple of said premises; and that they are free from all incumbrances, except that said premises are subject to a land sale contract dated March 1, 1944, between Ralph E. Rogers and Gladys Rogers, husband and wife, sellers, to Harold P. Marcotte and Marie A. Marcotte, husband and wife, and Charles Marcotte and Ruth V. Marcotte, husband and wife, purchasers,

and that they will warrant and defend the same from all lawful claims whatsoever. IN WITNESS WHEREOF, We have hereunto set our hand and seal this 23rd day of August, A. D., 1946.

(SEAL) *Ralph E. Rogers* (SEAL)  
(SEAL) *Gladys Rogers* (SEAL)

STATE OF OREGON, COUNTY OF Lane

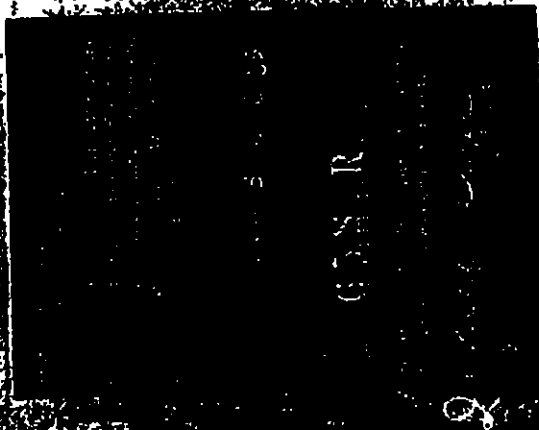
Be it remembered that on this 23rd day of August, 1946, personally came before me, Notary Public in and for said county, the within named Joe Lo Forti, husband and wife, and Gladys Rogers, husband and wife,

to me personally known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and seal this day and year last above written.

My Commission Expires May 2, 1940.

*Notary Signature*  
Notary Public for Oregon.



1

DEED

OSCAR SPANSEN and E. JOE SPANSEN, husband and wife  
hereinafter referred to as grantors, hereby grant, bargain, sell and convey unto  
WEST COAST ENTERPRISES, INC., an Oregon corporation

as herein referred to as grantees, the following described real property, with tenements, hereditaments and appurtenances, to wit:

Beginning at a point in the Northerly boundary of the Caswell G. Hendricks Donation Land Claim No. 50, Notification No. 6520, in Township 19 South of Range 2 West of the Willamette Meridian, 22.30 chains South 50° 11' East from the northwest corner of said Claim, and running thence along the Northerly boundary of said Claim South 50° 11' East 52.01 chains more or less to the Southeast corner of the 42 acre tract of land allotted and set apart to Julia Merrill, thence North 40° 10' East 10.00 chains, thence South 50° 28' East 35.39 chains, thence West 11.40 chains to the center of Section 16, said Township; thence South 4.49 chains to the Northerly boundary of said Claim No. 60; thence South 50° 11' East 5.21 chains to the Northeast corner of said Claim No. 60; thence along the Easterly boundary of said Claim No. 60; South 40° 6' West 46.46 chains; thence North 34° West 25.60 chains; thence North 49° 52' West 62.79 chains; thence North 40° East 39.30 chains to the place of beginning, in Sections 8, 16, 17, 18 and 21 in Township 19 South of Range 2 West of the Willamette Meridian in Lane County, Oregon;

EXCEPT that part of the above described property deeded to Robert and Sarah E. Helteboke as described in a deed dated August 12, 1965, recorded on September 9, 1965, Clerk's Filing No. 12100, of Lane County, Oregon Deed Records;

ALSO EXCEPT: Beginning at a point in the centerline of County Road No. 377 South 50° 11' East 1471.82 feet from the most Northerly corner of the Caswell G. Hendricks Donation Land Claim No. 60, in Township 19 South, Range 2 West of the Willamette Meridian; thence South 50° 11' East 20.0 feet to the Easterly boundary of said County Road and the true point of beginning; thence continuing South 50° 11' East 208.7 feet; thence South 40° 14' West parallel with the Easterly line of said County Road, 208.7 feet; thence North 50° 11' West 208.7 feet to said Easterly line; thence along said Easterly line North 40° 14' East 208.7 feet to the true point of beginning;

ALSO EXCEPT: That part of the above described premises deeded to Lane County, Oregon, for public road purposes by deed recorded February 23, 1966, Clerk's Filing No. 37693 of Lane County Oregon Deed Records.

7704951

L 3 • 8-72156 100000

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantee  
Its heirs and assigns forever. And the said Grantors do hereby covenant  
to and with the said Grantee that he the owner in fee simple of said premises; that  
they are free from all encumbrances, EJECT: Easements of record, zoning ordinances,  
building and use restrictions and reservations in Federal patents.

and that he will warrant and defend the same from all lawful  
claims whatsoever, except as above stated.

Dated March 14, 1966

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

✓ *Leo M. Simons* (Seal)  
✓ *Joy Simons* (Seal)  
\_\_\_\_\_  
(Seal)



OREGON, County of Lane, ss.

Personally appeared the above named

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Dated March 14, A.D. 1966 *Charles P. [Signature]*  
My Commission Expires February 14, 1967 Notary Public for Oregon

7704951 06

**WARRANTY DEED**  
County of  
**Pioneer**  
**TITLE CO.**  
222 PASTOR'S - BUREAU CENTER

TO

STATE OF OREGON  
County of Lane—ss.  
L. D. M. Penfold, Director of the  
Department of Records and Elections,  
in and for the said County, do hereby  
certify that the within instrument was  
received for record at

1977 JAN 27 AM 11 51

Rec: 831 R

Lane County OFFICIAL RECORDS.

D. M. PENFOLD, Director of the  
Department of Records & Elections.  
*[Signature]*  
679-083-05

100 19-2-17 U

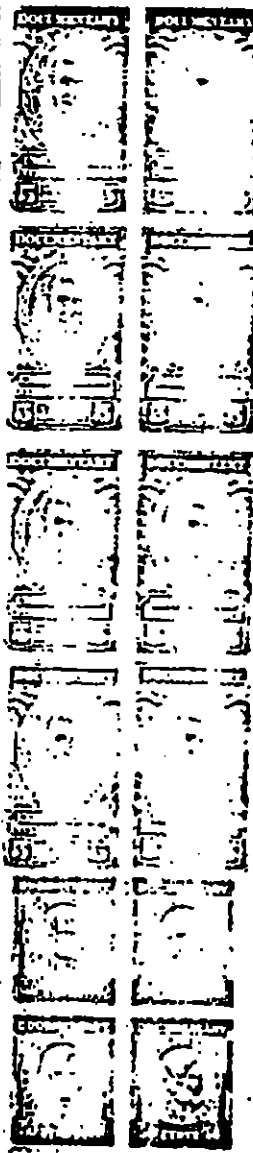
1-27-77 R 891

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7704952

BARGAIN AND SALE DEED

WEST COAST ENTERPRISES, INC., an Oregon Corporation, 00007.00  
conveys to BERNARD F. BERNHEIM and MARGARET S. BERNHEIM,  
husband and wife, all that real property situated in Lane County,  
State of Oregon, described as:



Beginning at a point in the Northerly boundary of the Caswell C. Hendricks Donation Land Claim No. 60, Notification No. 6520, in Township 19 South, Range 2 West of the Willamette Meridian, a distance of 23.30 chains South 50° 11' East from the North-west corner of said Claim; and running thence along the Northerly boundary of said claim South 50° 11' East 52.01 chains more or less to the Southeast corner of the 42 acre tract of land allotted and set apart to Julia Morrill, thence North 40° 10' East 10.62 chains, thence South 50° 28' East 35.39 chains, thence West 11.40 chains to the center of Section 16, said Township; thence South 4.49 chains to the Northerly boundary of said Claim No. 60; thence South 50° 11' East 5.21 chains to the North-east corner of said Claim No. 60, thence along the Easterly boundary of said Claim No. 60; South 40° 6' West 46.46 chains; thence North 34° West 25.60 chains; thence North 49° 52' West 62.79 chains thence North 40° East 39.30 chains to the place of beginning, in Sections 8, 16, 17, 18 and 21, in Township 19 South, Range 2 West of the Willamette Meridian, in Lane County, Oregon;

EXCEPT that part of the above described property deeded to Robert A. and Sarah E. Meltebeke as described in a deed dated August 12, 1965, recorded on September 9, 1965, Clerk's Filing No. 18100 of Lane County Oregon Deed Records;

ALSO EXCEPT: Beginning at a point in the center line of County Road No. 397 South 50° 11' East 1471.82 feet from the most Northerly corner of the Caswell C. Hendricks Donation Land Claim No. 60, in Township 19 South, Range 2 West of the Willamette Meridian; thence South 50° 11' East 20.0 feet to the Easterly boundary of said County Road and the true point of beginning; thence continuing South 50° 11' East 208.7 feet; thence South 40° 14' West parallel with the Easterly line of said County Road, 208.7 feet; thence North 50° 11' West 208.7 feet to the said Easterly line; thence along said Easterly line North 40° 14' East 208.7 feet to the true point of beginning;

ALSO EXCEPT: That part of the above described premises deeded to Lane County, Oregon, for public

15



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7704952

road purposes by deed recorded February 23, 1966, Clerk's Filing No. 37693 of Lane County Oregon Deed Records.

ALSO EXCEPT that part of the above described premises deeded to West Coast Enterprises, Inc., as described in a deed dated April 18, 1966 and recorded April 18, 1966, as Reception No. 44245, Deed Records of Lane County, Oregon

Signed by authority of the Board of Directors, with the seal of said corporation affixed, this 26<sup>th</sup> day of April,



WEST COAST ENTERPRISES, INC.

By Richard E. Miles  
President

STATE OF OREGON )  
COUNTY OF LANE ) ss.

Personally appeared RICHARD E. MILES, who, being sworn, stated that he is the President of grantor corporation, and that the seal affixed hereto is its seal and that this deed was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors. Before me:

William J. Whitley  
Notary Public for Oregon  
My Commission expires: 8-1-66



to of Oregon,  
city of Lane--os.  
L. G. M. Fernald, Director of the  
Department of Records and Elections,  
ask for this said County. do hereby  
advise that the within instrument was  
advised for record at

1977 JUN 27 AM 11 31

831 R

County OFFICIAL Records.

M. FENFOLD, Director of the  
Department of Records & Elections.

C. Coley  
Clerk

2-031-03



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19-2-17

1-27-77 R 891

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**BARGAIN AND SALE DEED**

**GRANTOR:** KEY ESCROW SERVICES, INC.,  
an Oregon corporation

**CONVEYS TO**

L 3 • 2-77156 1108250

**GRANTEES:** MARGARET S. BERNHEIM and  
BERNARD F. BERNHEIM, husband and wife,  
all that real property situated in Lane County, State of Oregon, described as:

Beginning at a point in the northerly boundary of the Caswell C. Hendricks Donation Land Claim No. 60, in Township 19 South, Range 2 West of the Willamette Meridian, 22.30 chains south 50°11' East from the Northwest corner of said Claim, and running thence along the northerly boundary of said Claim south 50°11' E. 52.01 chains, more or less, to the SE corner of the 42 acre tract of land allotted and set apart to Julia Morrill; thence N 40°10' E 10.62 chains; thence S 50°28' E 35.39 chains; thence W 11.49 chains to the center of Section 16, said Township, thence S 4.49 chains to the northerly boundary of said Claim No. 60; thence S 50°11' E 5.21 chains to the NE corner of said Claim No. 60; thence along the easterly boundary of said Claim No. 60, S 40°6' W 46.46 chains; thence North 34° W 25.60 chains; thence N 49°52' W 62.79 chains; thence N 40° E 39.30 chains to the place of beginning, in Sections 8, 16, 17, 18 and 21, in Township 19 S, Range 2 W of the Willamette Meridian, in Lane County, Oregon;

**EXCEPTING THEREFROM:** That portion conveyed to Lane County, Oregon, by deed recorded February 23, 1966, Clark's Filing No. 37693, Lane County Oregon Deed Records.

The true and actual consideration for this transfer is \$41,000.00.

DATED this 11th day of June, 1976.

KEY ESCROW SERVICES, INC.

*[Signature]*  
Kenneth A. Holmes, President

STATE OF OREGON )  
County of Marion )

June 11, 1976.

Personally appeared the above-named Kenneth A. Holmes, who being duly sworn did say that he is the President of KEY ESCROW SERVICES, INC. and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

*[Signature]*  
Notary Public for Oregon  
My Commission Expires: 5/30/77

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



11-6-80 R1103

800

11-9-2-20

WARRANTY DEED

6056544

ROSS H. BRADFORD and NORMA L. BRADFORD,

grantor,

conveys to BERNARD F. BERNHEIM and MARGARET S. BERNHEIM,

grantee, all that real property situated in the

County of Lane, State of Oregon, described as:

That portion of the following described parcel of land which lies Northeastly of the Northeastly right of way line of County Road No. 640: BEGINNING at a point in the center of the County Road 20.00 chains North and 18.29 chains South 89° 54' East from the Southwest corner of the William O. Eaton Donation Land Claim No. 62, Notification No. 6536, Township 19 South, Range 2 West of the Willamette Meridian; and run thence North 21.87 chains; thence North 89° 54' West 25.11 chains the West line of Lot 5, Section 20 said township and range; thence South along the West line of Lots 4 and 6 of said Section 20, 16.96 chains to a point 7.75 chains North of the North line of the Southwest quarter of the Southeast quarter of Section 20; thence West to the center of East branch of Bear Creek; thence Southerly along the center of said creek to the center of the County Road; thence Easterly along the center of said County Road to the point of beginning, all in Lane County, Oregon; EXCEPTING THEREFROM any portion which lies within that parcel of land described in document recorded June 15, 1976, Reel 799, Reception No. 7629550, Lane County Oregon Records.

and covenants that grantor is the owner of the above described property free of all encumbrances except easements and restrictions of record

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$1,000.00 <sup>plus other</sup> property (or value) given or promised. (Delete if not applicable)

The foregoing recital of consideration is true as I verily believe.

DATED this 5<sup>th</sup> day of November, 19 80

*Ross H. Bradford*

*Norma L. Bradford*

STATE OF OREGON, County of Lane ss. November 5, 19 80

Personally appeared the above named ROSS H. BRADFORD and NORMA L. BRADFORD

and acknowledged the foregoing

instrument to be their voluntary act and deed.

Before me: Catherine C. Danville

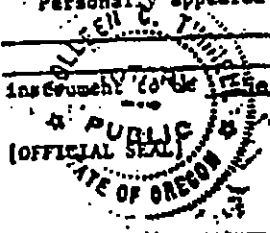
Notary Public for Oregon  
My Commission Expires: 10-10-83

After recording return to:

Bernard F. and Margaret S. Bernheim  
82581 North Rogers Road - P.O. Box 487  
Creswell, Oregon 97426

Until a change is requested, send all tax statements to:

Bernard F. and Margaret S. Bernheim  
82581 North Rogers Road - P.O. Box 487  
Creswell, Oregon 97426



SK 101 SK 102

MOU 21000 19-2-21 1200N

103

8527127

Bear Creek

BARGAIN AND SALE DEED

The Grantor, INTERNATIONAL PAPER COMPANY, a New York Corporation, having its principal office at International Paper Plaza, 77 West 45th Street, New York, New York, 10036, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, bargains, sells and conveys to INTERNATIONAL PAPER REALTY CORPORATION, a Delaware Corporation, having its principal office at International Paper Plaza, 77 West 45th Street, New York, New York 10036, the following described real estate situate in Lane County, State of Oregon, to-wit:

Those lands described in Exhibit "A" attached hereto, and by this reference incorporated herein, SUBJECT, however, to those exceptions and reservations set forth in said Exhibit "A".

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A lawyer should check with the appropriate city or county planning department to verify approved uses.

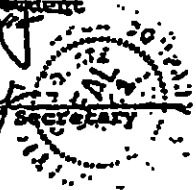
The true consideration for this conveyance is Seven Hundred Eighteen Thousand Three Hundred Seventy Eight Dollars (\$718,378.00)

Dated this 12<sup>th</sup> day of July, 1985.

INTERNATIONAL PAPER COMPANY  
New York Corporation

*C. Greenberg*  
Vice President  
Assistant Secretary

*A. C. Kearney*  
Assistant Secretary



STATE OF NEW YORK )

County of New York )

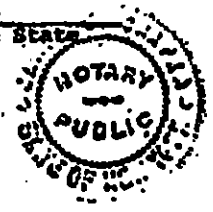
July 12, 1985.

Personally appeared C. Greenberg and A. C. Kearney, who, each being first duly sworn, did say that the former is the Vice-President and that the latter is the Assistant Secretary of INTERNATIONAL PAPER COMPANY, a New York Corporation, and that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me,

*James E. Chapka*  
Notary Public for the State of New York

JAMES E. CHAPKA  
Notary Public, State of New York  
No. 21-473495  
Qualified in New York County  
Commission Expires March 28, 1986



18

8527127

## EXHIBIT "A"

The following described land in Lane County, Oregon:

## PARCEL 1:

Lots Five (5), Six (6) and Seven (7); the East Half of the Southeast Quarter (E 1/2 SE 1/4); and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Sixteen (16);

ALSO: The Southeast Quarter (SE 1/4); the North Half of the Northeast Quarter (N 1/2 NE 1/4); the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4); the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4); and Lots One (1) and Two (2) of Section Twenty-one (21);

ALSO: The West Half (W 1/2); and the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section Twenty-two (22);

All being in Township Nineteen (19) South, Range Two (2) West of the Willamette Meridian, in Lane County, Oregon.

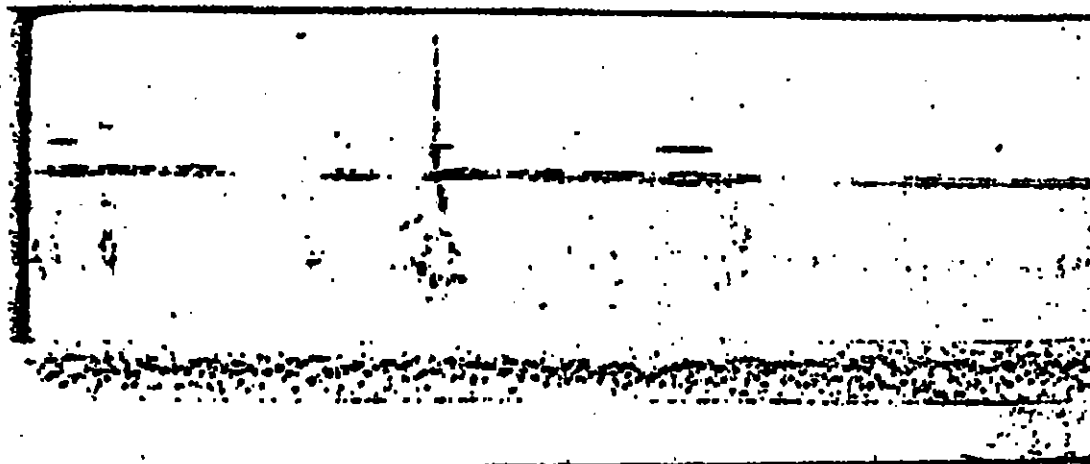
## PARCEL 2:

A portion of the Wm. G. Eaton and wife Donation Land Claim No. 62, described as follows:

Beginning at a point on the South line of the Wm. G. Eaton and wife Donation Land Claim No. 62, Township 19 South, Range 2 West of the Willamette Meridian, said point being the Westerly Northwest corner of Government Lot 4 of Section 21, of said Township and Range; thence South 89°05' East along the South line of said Claim No. 62 to a point North 89°05' West 660.0 feet from the Southeast corner thereof; thence North 00°10' West 660.0 feet; thence South 89°05' East 660.0 feet to the East line of said Claim No. 62; thence North 00°10' West 5648.94 feet along said East line to the most Northerly corner of said Claim No. 62; thence South 39°56' West along the Northwest boundary line of said Claim to a point North 00°10' West of the Place of Beginning; thence South 00°10' East to the Place of Beginning, Lane County, Oregon.

## PARCEL 3:

A permanent, non-exclusive easement permitting toll-free use of the existing roadway (hereinafter called the Bernheim Road) which runs from the property herein conveyed to Lane County Road No. 211-06, to a maximum width of 40 feet, beginning at the point where the Bernheim Road intersects the Northwest boundary of the parcel of land conveyed by Harold Marcotte and Maria Marcotte to Bernard F. Bernheim and Margaret F. Bernheim, which deed is recorded in the Deed Records of Lane County, Oregon, at Real 145, '60 D, Reception No. 88332 and running thence generally South and East through the Caswell C. Hendricks and Wm. G. Eaton Donation Land Claims to the West line of the property herein conveyed, the Grantors and Grantee to maintain said road each in proportion to his use thereof, all in Township 19 South, Range 2 West of Willamette, Meridian, Lane County, Oregon.



8527127

**SUBJECT TO:**

1. The Assessment roll and the tax roll disclose that the premises herein described were specially assessed as Forest Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied.

2. Lease, Oil and Gas including the terms and provisions thereof.

Dated	:	February 8, 1962
Recorded:	:	October 17, 1963
Recorder's Reception No.	:	29539
Lane County Oregon Official Records Between	:	Bernard F. Bernheim and Margaret F. Bernheim, husband and wife, Lessor, and The Superior Oil Company, a California Corp., Lessee.

3. Reservation of all oil, gas and mineral rights in, under and to the above lands together with the usual necessary rights of ingress and egress, for developing the oil, gas and mineral rights as disclosed by instrument recorded January 11, 1965, Recorder's Reception No. 88276, Lane County Oregon Official Records.

4. The premises herein described have been classified as Reforestation Land and is subject to the payment of a yield tax immediately prior to harvesting of any forest corp. Upon declassification as Reforestation Lands an additional tax will be levied for each year while so classified.

5. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied; in addition thereto a penalty may be levied if notice of disqualification is not timely given.

6. The rights of the public in and to that portion of the premises herein described lying within roads or highways.

7. The lien of ad valorem taxes hereafter falling due, which are hereby pro-rated and payment of which is expressly assumed by Grantee.

8527127

State of Oregon,  
County of Lane--  
I, the County Clerk, in and for the said County, do hereby certify that the within instrument was received for record at

1 JAN 13 1963

1960R

Lane County Official Records  
Lane County Clerk

Q 27

6 24-63

71-10-8734663

SEE PARCEL 1 FOR ORIGINAL DOCUMENT  
CT-158158  
Lane County

Until a change is requested,  
mail all tax statements to:  
IP Timberlands Operating Company, Ltd.  
P. O. Box 579  
Longview, WA 98632

BARGAIN AND SALE DEED - STATUTORY FORM

INTERNATIONAL PAPER COMPANY ("GRANTOR"), a New York corporation, duly authorized to do business in the State of Oregon, whose mailing address is 77 West 45th Street, New York, New York 10036, conveys, subject to the terms and conditions hereinafter contained and set forth to IP TIMBERLANDS OPERATING COMPANY, LTD., ("GRANTEE"), a Texas Limited Partnership, duly authorized to do business in the State of Oregon, whose mailing address is 77 West 45th Street, New York, New York 10036, all of GRANTOR'S right, title and interest in and to the fee lands owned by GRANTOR and located in Lane County, Oregon.

ARTICLE I 3328A001 08/10/87CASE 91.33  
0000500

SECTION 1.1 GRANTOR expressly SAVES, EXCEPTS and RESERVES out of the conveyance of the fee lands made hereby the following:

3328A001 08/10/87FFND 10.89  
0000500

- (i) All of the lands described on Exhibit "A" attached hereto and made a part hereof, together with rights of ingress and egress across the fee lands conveyed hereby to the extent reasonably deemed necessary by GRANTOR to provide access to and use of the lands described on EXHIBIT "A"; and
- (ii) All of the lands described on Exhibit "B" attached hereto and made a part hereof, together with all improvements located thereon, including, without limitation, wood products plants, pulp and paper mills and other



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manufacturing or storage facilities, seedling nurseries, seed orchards, research forests and related facilities and improvements, and together with rights of ingress and egress across the fee lands conveyed hereby to the extent reasonably deemed necessary by GRANTOR to provide access to and use of such lands described on Exhibit "B" and the improvements, plants and facilities located thereon; and

(iii) All the minerals and mineral rights in, on or under the fee lands conveyed hereby as follows:

(a) There is hereby reserved to GRANTOR, its successors and assigns, and excepted from this conveyance all the oil, gas, associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium and other fissionable materials, molybdenum, vanadium, titanium, gold, silver, bauxite, limestone, kaolin, other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals expressly mentioned above, presently owned by GRANTOR in, on or under any of the fee lands conveyed hereby, and all executive rights and other rights to execute leases presently owned or held by GRANTOR with respect to the interests of any other parties in any or all said minerals in, on or under any of the fee lands conveyed hereby, together with full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purposes of exploring, drilling, mining (including shaft, in situ, open pit, surface or strip mining), developing, producing, removing, transporting and owning all of said minerals and mineral rights herein reserved to GRANTOR. In connection with the use of



the surface of said lands for oil, gas and mineral operations by GRANTOR, its lessees, agents, successors and assigns, the provisions set forth and contained in Exhibit "C" attached hereto and made a part hereof for all purposes shall govern and control the rights of GRANTOR as mineral owner and GRANTEE as surface owner.

(b) The fee lands conveyed hereby, or portions thereof, may presently be subject to several oil and gas leases and other mineral leases or agreements. The foregoing mineral reservation is made without prejudice to any rights, privileges or obligations provided under such leases or agreements in effect on the date of this conveyance, but covers, includes and reserves to GRANTOR, its successors and assigns, all of the rentals, royalties and other lease payments attributable to oil, gas and/or other minerals produced and saved therefrom for so long as such leases or agreements remain in force, including any extensions thereof hereafter granted by GRANTOR. GRANTEE shall succeed hereunder to all of the rights and benefits provided to the surface owner in each of such leases or agreements for the protection of the surface during mineral operations conducted thereunder. Upon the expiration, termination or forfeiture of any of such leases or agreements, the mineral interest previously covered by such lease or agreement shall continue to be owned by GRANTOR as an unleased mineral interest, it being the intention of the parties that GRANTOR not convey any minerals or mineral interests in, on or under the fee lands to GRANTEE presently or in the future.

Such fee lands conveyed hereby, SAVE and EXCEPT the lands, the minerals and the other rights described in subparagraphs (i), (ii) and (iii) above, are herein collectively referred to as the "Timberlands". The conveyance of the





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Timberlands by GRANTOR to GRANTEE made hereby includes, where reasonably necessary, rights of ingress and egress to and from the Timberlands across the lands or lease premises excepted and reserved to GRANTOR in subparagraphs (i) and (ii) above, such rights to be determined by GRANTOR under SECTION 2.1 below.

The Timberlands are herein conveyed by GRANTOR, and accepted by GRANTEE subject to the followings:

(1) all presently existing easements, rights-of-way, flowage rights, restrictions, servitudes, covenants, cements, hunting or other leases, licenses, permits, and other undertakings or encumbrances of any kind or nature, whether acquired by grant, prescription or adverse possession, either of record or presently existing or affecting any of said lands;

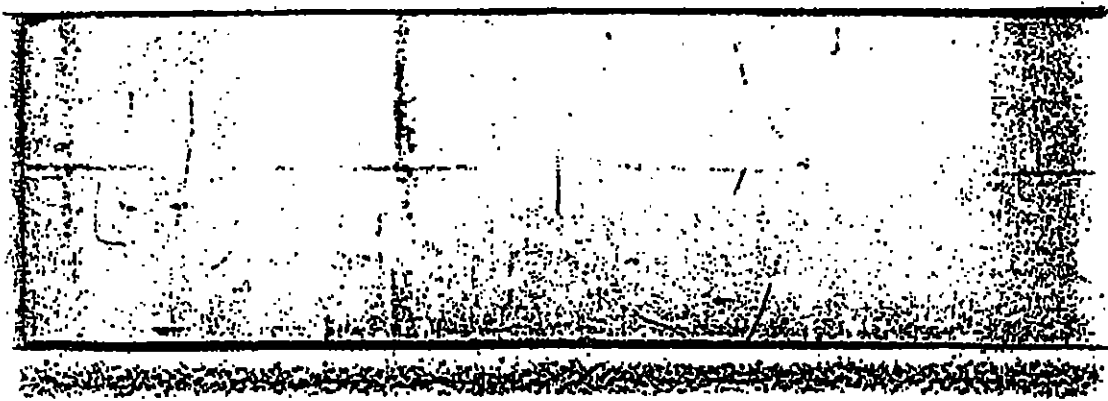
(2) any presently existing conditions or state of facts which would be ascertained or revealed by an accurate survey and/or inspection of said lands, including, but not limited to, boundary line disputes, encroachments and adverse claims;

(3) all valid and existing cutting rights set forth in timber deeds and timber contracts affecting said lands heretofore entered into between GRANTOR and other parties; and

(4) the lien for current ad valorem taxes, which shall be prorated as of the date of this conveyance and paid by the parties.

ARTICLE II

SECTION 2.1 Upon notice and request of either GRANTOR or GRANTEE from time to time after the date hereof, GRANTOR shall designate and describe specific fee rights-of-way and/or easements, pursuant to the provisions of SECTION 1.1 above.



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across the lands and the properties of GRANTOR and GRANTEE as reasonably deemed necessary by GRANTOR (i) to provide GRANTOR with access to and use of any of the lands excepted and reserved to GRANTOR in subparagraphs (i) and (ii) of SECTION 1.1 above, or (ii) to provide GRANTEE with ingress and egress to and from any of the Timberlands conveyed hereby to GRANTEE.

SECTION 2.2 The conveyance of the Timberlands herein by GRANTOR to GRANTEE is made without any warranty of title of any kind, express or implied, and without any recourse against GRANTOR in the event of any failure of title, except that GRANTOR warrants title to the Timberlands against acts or conveyances by GRANTOR after the date of this conveyance, and the conveyance is made with full substitution and subrogation of GRANTEE in and to all covenants and warranties of title by others heretofore given or made with respect to the Timberlands or any part hereof.

SECTION 2.3 The true consideration of this conveyance is exchange for other property.

Dated: March 14, 1985

ATTEST:

By: Marilyn Conrad  
Its: Assistant Secretary

INTERNATIONAL PAPER COMPANY

By: J. B. [Signature]  
Its: attorney in fact 1/2



8734663

EXHIBIT "C"

The following provisions shall govern and control the rights of Vendor as mineral owner, and Vendee as surface owner, of the fee lands included in the Timberlands in connection with the use of the surface of said land for oil, gas and mineral operation by Vendor, its lessees, agents, successors and assigns subsequent to the date hereof, unless and until modified or amended by written instrument signed by the parties referring hereto. For all purposes of this Exhibit "B", Vendor, its lessees, agents, successors and assigns, as mineral owners, shall be referred to as "Grantor"; Vendee, their lessees, successors and assigns, as surface owners shall be referred to as "Grantee"; and the fee lands included in the Timberlands as to which Vendor has excepted and reserved oil, gas and all other minerals and mineral rights pursuant to Section 1.1 (ii) of this sale shall be referred to as the "Mineral Premises".

A. Provisions Applicable to Operations for Oil, Gas, Associated Hydrocarbons and Other Minerals to be Produced by the Drilling of Wells (such Minerals being hereinafter called "oil and gas").

Grantor will conduct oil and gas operations on the Mineral Premises so as not to interfere unreasonably with Grantee in the operation of its timber business, and will give advance written notice to Grantee from time to time of all oil and gas operations to be conducted on the Mineral Premises as follows: (1) at least fifteen (15) days' notice prior to commencement of seismograph or exploratory operations other than drilling hereunder, and (2) at least



thirty (30) days' notice prior to construction of any road or pipeline or the commencement of oil and gas operations in or about any drilling site. Each such notice shall contain a map or plat showing the location on the Mineral Premises of the oil and gas operations to be conducted, a full description of such oil and gas operations, a description of any timber which must be cut and removed from the Mineral Premises in connection therewith, and a timetable showing the anticipated dates on which such oil and gas operations are expected to commence and be concluded.

Grantor will obtain Grantee's approval (which shall not be unreasonably delayed or withheld) of the location of all roads and pipelines to be constructed on the Mineral Premises. Grantor will build and use only such roads as are reasonably necessary to conduct oil and gas operations on the Mineral Premises. Grantee and its employees, agents, servants, contractors and assigns shall have the right in common with Grantor to use any such roads in such manner as not to interfere unreasonably with Grantor's oil and gas operations. Grantor shall have the right to use all roads and rights-of-way owned by Grantee on the Mineral Premises or on adjacent or nearby lands (but Grantor shall not interfere unreasonably with Grantee's use on such adjacent or nearby lands), in connection with oil and gas operations on the Mineral Premises. All roads constructed by Grantor shall become the property of Grantee; except, however, that Grantee reserves the option and privilege of requiring that all or any lands covered by said roads be reclaimed and restored as nearly as practical to their original condition upon cessation of oil and gas operations. Grantor will provide at Grantor's expense all necessary protective measures to prevent any loss of damage to the property of Grantee on account of any oil and gas operations by Grantor on the Mineral Premises, including protection for



pipelines, power lines and telephone lines. Unless first consented to in writing by Grantee, no well shall be drilled nearer than two hundred (200) feet to any structure now or hereafter placed on the Mineral Premises. When requested by Grantee, Grantor will bury pipelines to below ordinary plow depth, or to such greater depth as Grantee deems necessary for its timber operations, but not to exceed three (3) feet. All buried pipelines will be marked at road crossings and enclosed in casings with sufficient strength to permit the passing of heavy equipment over the road without damage to the pipeline.

All oil and gas operations shall be subject to and conducted in full compliance with all applicable laws, rules, regulations and orders of any governmental agency having jurisdiction over the Mineral Premises, including, but not limited to, those laws, rules, regulations and orders for protection of the environment, protection of water pollution, and prevention and suppression of forest fires. Grantor shall use reasonable care to protect and prevent the Mineral Premises from being contaminated or damaged by dangerous minerals or poisonous elements in such manner as may be required by governmental regulations, but in the absence of such regulations, by disposing of such substances in accordance with good oil and gas practices.

Grantor shall have the free use of both surface and underground water from the Mineral Premises for oil and gas operations on the Mineral Premises, except that Grantor shall not have the right to use water from wells, tanks, creeks or reservoirs now controlled or hereafter drilled or constructed by Grantee on the Mineral Premises, unless Grantee shall consent in writing to allow Grantor use of water from such sources. However, Grantor shall have the

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right to drill and complete as many water wells on the Mineral Premises as Grantor may deem necessary for use in its oil and gas operations, and Grantor agrees that after cessation of its use of any water wells drilled by Grantor on the Mineral Premises and prior to plugging or removing the casing therefrom, it will tender such well or wells to Grantee. If Grantee elects to accept same, such water well or wells shall be and become the property of Grantee without payment or consideration therefor, and Grantee shall assume all obligations to regulatory authority for the proper plugging and abandoning of such wells. If Grantee elects not to accept such well or wells, Grantor shall have the right to remove the casing, if it so desires, from such well or wells, and shall properly plug and abandon all wells not taken over by Grantee.

Grantor shall pay Grantee for all surface damages caused by or arising out of Grantor's oil and gas operations on the Mineral Premises in accordance with the provisions of Section C hereof. Pits and excavations made during drilling operations will be filled by Grantor and the surface restored, as nearly as reasonably possible, to its original condition upon completion of drilling operations at each drilling site; and if Grantor shall fail to do so, the cost to Grantee for such filling and restoration shall be paid to Grantee by Grantor.

**B. Provisions Applicable to Operations for Minerals to be Mined by Underground Mine Shafts or by Open Pit, Strip or Surface Methods (such Minerals being hereinafter called "hardrock minerals").**

Grantor shall give advance written notice to Grantee from time to time of all hardrock mineral operations to be conducted on the Mineral Premises as

follows: (1) at least three (3) days' notice prior to commencement of environmental studies, surveys or general reconnaissance work on the Mineral Premises which will not require offroad vehicles and will not result in damage to any timber, (2) at least fifteen (15) days' notice prior to commencement of any core drilling along roads and clearings or seismic or other geophysical activities anywhere on the Mineral Premises, and (3) at least thirty (30) days' notice prior to commencement of all other explorations or development operations for hardrock minerals on the Mineral Premises, including, but not limited to, all core drilling otherwise than along roads and clearings, building of roads and structures and all other explorations and development activities conducted in preparation for actual mining operations for recovery of hardrock minerals on the Mineral Premises. Each such notice shall contain a map or plat showing the location on the Mineral Premises of the hardrock mineral operations to be conducted, a full description of such hardrock mineral operations, a description of any timber which must be cut and removed from the Mineral Premises in connection therewith, and a timetable showing the anticipated dates on which such hardrock mineral operations are expected to commence and be concluded.

Grantor shall also give Grantee at least twelve (12) months' notice prior to commencement of actual mining operations for recovery of hardrock minerals on the Mineral Premises, which notice shall designate on a map or plat the portions of the Mineral Premises which will be mined or used in mining operations for the twelve (12) month period after actual mining operations are commenced. Grantor shall give Grantee like notices at least twelve (12) months in advance of the actual mining operations for recovery of hardrock minerals to be conducted on any other portion of the Mineral Premises in each succeeding twelve (12) month period.



All operations for hardrock minerals shall be subject to and conducted in full compliance with all applicable laws, rules, regulations and orders of any governmental agency having jurisdiction over the Mineral Premises, including, but not limited to, those laws, rules, regulations and orders for protection of the environment, prevention of water pollution, reclamation of the mined land, and prevention and suppression of forest fires. Grantor shall use reasonable care to protect and prevent the Mineral Premises from being contaminated or damaged by dangerous minerals or poisonous elements in such manner as may be required by governmental regulations, but in the absence of such regulations, by disposing of such substances in accordance with good mining practices. When requested by Grantee, Grantor will bury any pipelines to below ordinary plow depth, or to such greater depth as Grantee deems necessary for its timber operations, but not to exceed three (3) feet. All buried pipelines will be marked at road crossings and enclosed in casings with sufficient strength to permit the passing of heavy equipment over the road without damage to the pipeline. Grantor shall pay Grantee for all surface damages caused by or arising out of Grantor's hardrock mineral operations on the Mineral Premises in accordance with the provisions of Section C hereof.

Grantor shall have the free use of both surface and underground water from the Mineral Premises for all mining operations and for restoration and reclamation of the Mineral Premises, except that Grantor shall not have the right to use water from the Mineral Premises for purposes of processing or transporting of hardrock minerals or to use water from wells, tanks, creeks or reservoirs now controlled or hereafter drilled or constructed by Grantee, unless Grantee shall consent in writing to allow Grantor use of water for such purposes or from such sources. However, Grantor shall have the right to drill and complete as many

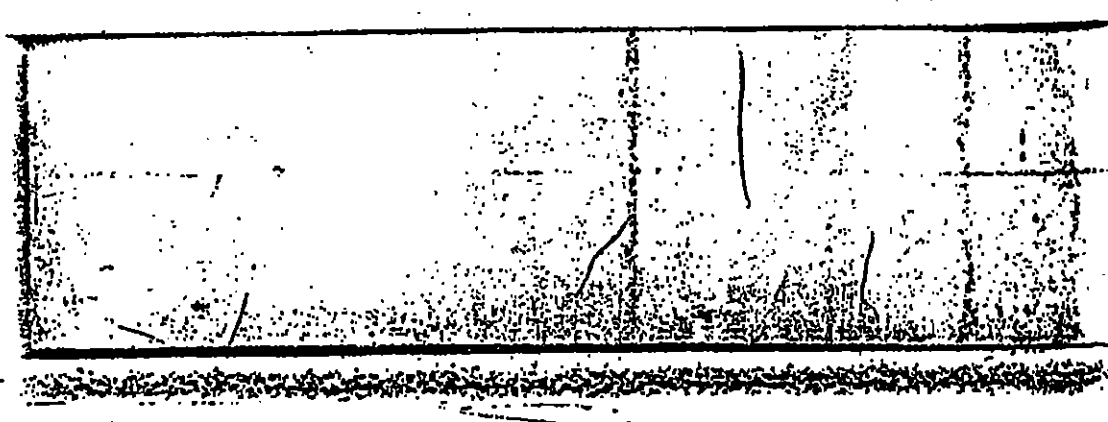




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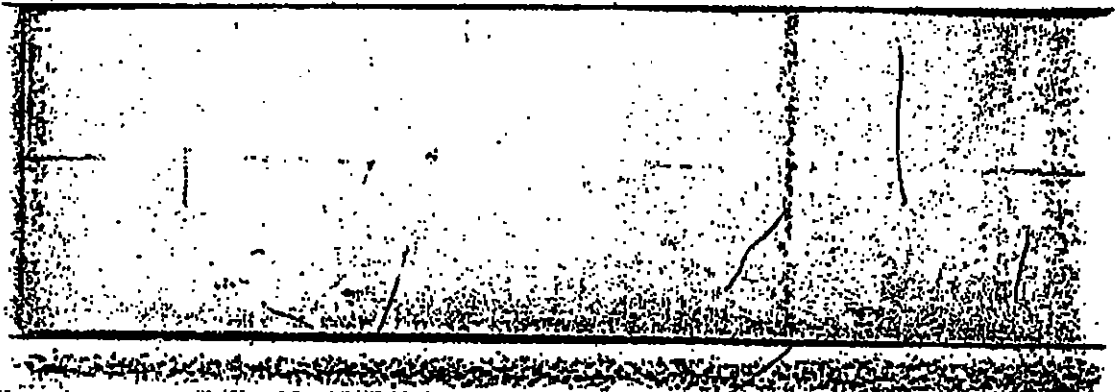
wells and build as many dams, ponds and lakes on the Mineral Premises as Grantor may deem necessary for use in its mining operations (except for purposes of processing or transporting unless Grantee's consent thereto has been obtained), and Grantor agrees that after cessation of its use of any water wells drilled by Grantor on the Mineral Premises and prior to plugging or removing the casing therefrom, it will tender such well or wells to Grantee. If Grantee elects to accept same, such water wells shall be and become the property of Grantee without payment or consideration therefor, and Grantee shall assume all obligations to regulatory authorities for the proper plugging and abandoning of such wells. If Grantee elects not to accept such well or wells, Grantor shall have the right to remove the casing, if it so desires, from such well or wells, and shall properly plug and abandon all wells not taken over by Grantee.

Prior to commencement of actual mining operations for recovery of hardrock minerals on the Mineral Premises, Grantor shall consult with Grantee regarding the mining and reclamation of that part of the Mineral Premises on which mining operations are to be conducted and shall submit its proposed mining and reclamation plan to Grantee in the form required by applicable laws, rules, regulations or orders of any governmental authority having jurisdiction over reclamation of mined lands. Grantee shall have the right for sixty (60) days after submission to propose changes or additions to Grantor's plan. Grantee agrees to bear any additional reclamation costs resulting from changes or additions to the reclamation plan requested by Grantee and accepted by Grantor in excess of reclamation costs necessary to restore and reclaim that part of the Mineral Premises in accordance with applicable law or regulatory approval process. In the event Grantee fails to notify Grantor within the sixty (60) day period of any comments, changes or



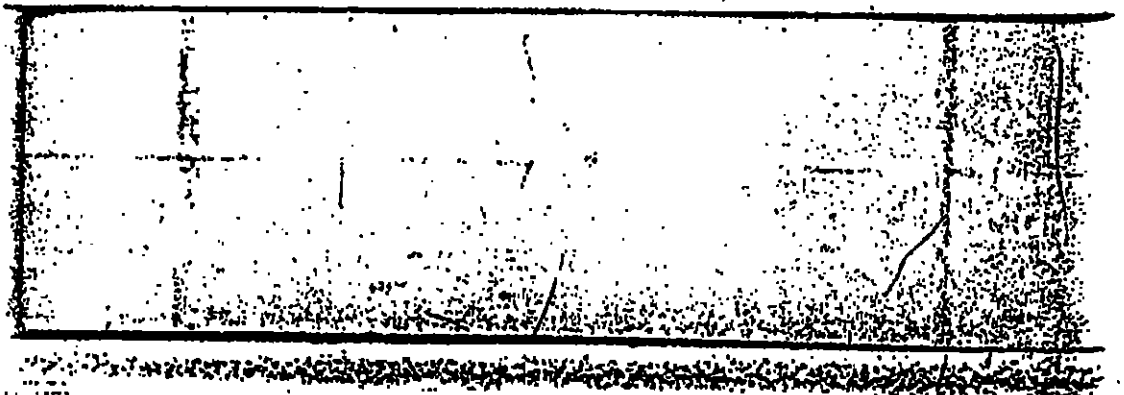
additions to the proposed plan, Grantor shall nevertheless be entitled to proceed with the submission of its plan to the appropriate governmental authority at the end of such period.

Except for overburden storage as specified in the approved mine plan, upon completion of mining operations on any part of the Mineral Premises, Grantor shall begin restoration of the surface of such part of the Mineral Premises as soon as reasonably practical and shall complete such surface restoration within the time required by Grantor's approved reclamation plan, unless Grantee consents to a longer period consistent with the needs of Grantor's reclamation plan, which consent shall not be unreasonably withheld. Consistent with all laws, rules, regulations and orders of governmental authorities having jurisdiction over reclamation of mined lands, Grantor will repair all damage to the surface of the Mineral Premises caused by facilities placed upon them or within them and all damage caused by mining operations thereon, and Grantor will further restore that part of the Mineral Premises as near as reasonably practical to its original state and condition of productivity for timber growing that existed prior to the conduct of mining operations. Grantor agrees that Grantee shall have the prior right by election within sixty (60) days after notice from Grantor to conduct replanting operations at Grantor's expense on that part of the Mineral Premises with commercial timber seedlings as required by Grantor's reclamation plan approved by appropriate governmental authorities, upon the same terms and conditions and at the best competitive bid price received by Grantor from a qualified third party contractor. From and after the time Grantee either accepts that part of the Mineral Premises as reclaimed and replanted by Grantor or commences its own replanting operations as provided, above, Grantee shall regain control of the Mineral Premises so reclaimed



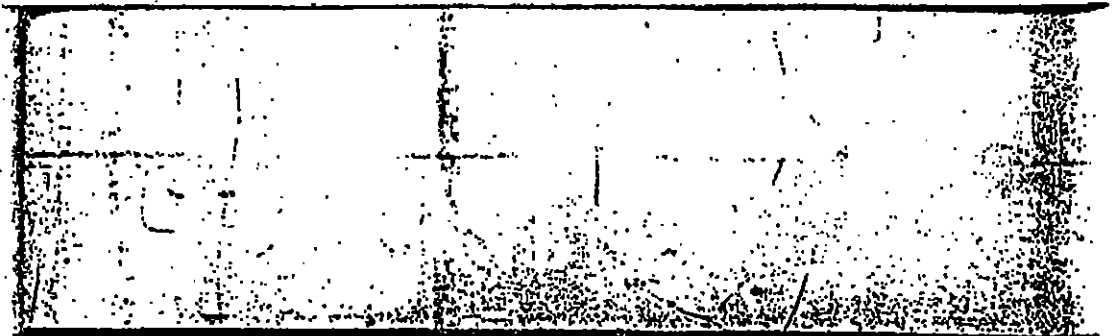
and replanted without further interference from Grantor's mining operations on such Mineral Premises, except such as may be required by law.

In the event Grantor engages in surface mining operations, Grantor shall stabilize and protect all overburden removed from and/or replaced in the Mineral Premises and any hardrock mineral stores thereon so as to prevent erosion and protect the environment. Grantor will build and use only such roads as are necessary to conduct mineral operations on the Mineral Premises. Grantee and its employees, agents, servants, contractors and assigns shall have the right in common with Grantor to use any such roads in such manner as not to interfere unreasonably with Grantor's hardrock mineral operations. Grantor shall have the right to use all roads and rights-of-way owned by Grantee on the Mineral Premises or on adjacent or nearby lands (but Grantor shall not interfere unreasonably with Grantee's use on such adjacent or nearby lands), in connection with mining operations on the Mineral Premises, provided that Grantor, at its sole cost, shall maintain in good condition and repair any damage caused to roads or rights-of-way so used by Grantor. All roads constructed by Grantor (except those lost in reclamation) shall become the property of Grantee; except, however, that Grantee reserves the option and privilege of requiring that all or any lands covered by said roads be reclaimed and restored as nearly as practical to their original condition upon cessation of hardrock mining operations. If Grantor finds it necessary to remove a monument of any sort marking a boundary line of lands owned by Grantee in order to carry out mining operations on any part of the Mineral Premises, Grantor shall replace any such monument upon reclamation of the Mineral Premises on which such monument was located.



## C. Surface Damage Payments to Grantee.

During the applicable notice period provided for in Section A or Section B above, but not later than that designated date for commencement of operations specified in the notice, Grantee shall have the right at its own expense to remove any or all buildings, structures (including drainage structures), crops, timber (merchantable or pre-merchantable), pulpwood, sawlogs, trees, forest growth (standing, cut or fallen), roads or other surface improvements (herein collectively referred to as "Improvements"), if any, located on the portion of the Mineral Premises to be affected by the proposed operations. If Grantee fails, within the required period to remove any of the Improvements from the portion of the Mineral Premises designated in such notice, Grantor shall pay Grantee the fair market value (as of the time of commencement of Grantor's operations designated in such notice) of such Improvements, and upon making such payment to Grantee, the said Improvements shall then be solely owned by and deemed to be the property of Grantor to be disposed of or used in any method or manner deemed necessary or desirable by Grantor. If Grantee and Grantor fail to agree upon the fair market value of any such Improvements, such market value shall be determined by appraisal of such value by one mutually acceptable appraiser, or upon the failure of Grantee and Grantor to agree upon a single appraiser, by the agreement of any two (2) or three (3) competent, disinterested appraisers, one to be selected by Grantor, one by Grantee, and the third by the two thus selected. Such appraisal shall be completed if at all possible on or before the designated date for commencement of operations specified in the notice furnished to Grantee. All costs incurred in making any appraisal hereunder shall be shared equally by Grantee and Grantor. All damages provided in this paragraph to be paid for by Grantor shall be paid to Grantee



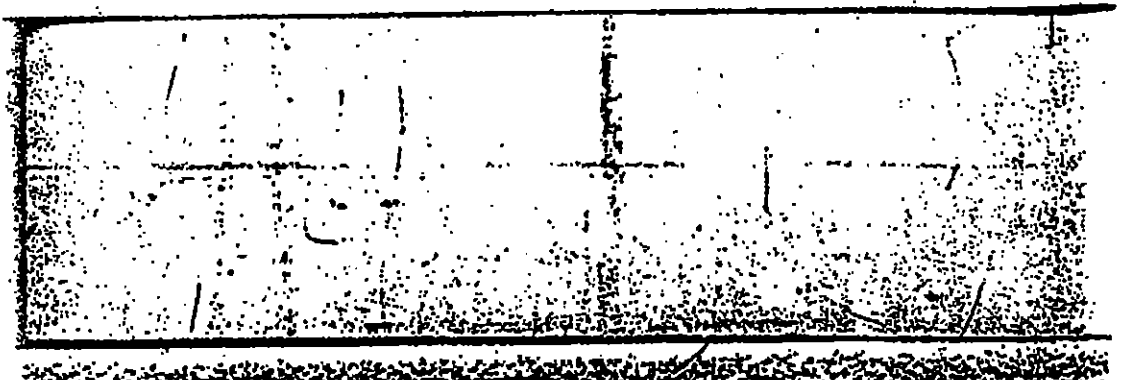
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prior to the designated date for commencement of operations specified in the notice or within thirty (30) days after completion of the appraisal, whichever date is later.

In addition to any compensation to Grantee for damages to Improvements not removed by Grantee as provided for above, Grantor shall pay to Grantee for the loss by Grantee for timber growing purposes a single surface damage payment in advance equal to the then current market value of bare land for each acre of the Mineral Premises designated in the applicable notice to be used by Grantor in exploration or development operations requiring substantial use of the surface for any period in excess of one (1) year or to be used or mined by Grantor in actual drilling and production operations for oil and gas or actual mining operations for recovery of hardrock minerals. Upon making such single surface damage payment, Grantor shall have the free use of such Mineral Premises until they have been reclaimed and returned to Grantee for use as timber lands without further interference from Grantor's operations. If Grantor and Grantee fail to agree upon the amount of the single surface damage payment, which is to equal the then current market value of bare land, such amount shall be determined by appraisal of such value in the same manner as provided above for the determination of the market value of Improvements.

In the event Grantor performs, or causes to be performed, any seismic, core drilling or other exploratory operations on the Mineral Premises, Grantor shall pay Grantee for all shot holes, core holes and drill holes placed thereon at the rate of \$50 per hole for both seismic survey shot holes and conventional drilling, or \$500 per mile for "mini-holes" seismic programs. When Vibroseis equipment is used, Grantor will pay \$300 per mile. Grantor agrees to make

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such payment promptly upon completion of such exploratory operations. Such payment shall be for minimum damages to the surface of the Mineral Premises and shall be in addition to any other damages due Grantee as provided above.

The payments provided for in this Section C shall be liquidated damages in full compensation to Grantee for all damages arising from using, occupying, or mining the surface of that portion of the Mineral Premises designated in the applicable notice to Grantee, and all improvements located thereon. Any obligation of Grantor under this Section C shall be limited to and measured by Grantee's interest in the ownership of the surface of the Mineral Premises and the improvements thereon, and if Grantee owns a lesser interest in the surface and/or improvements thereon than the entire and undivided whole thereof, then any payments under this Section C shall be paid to Grantee only in the proportion which Grantee's interest bears to the entire and undivided surface estate or to Grantee's interest in said improvements.

D. Taxes

Grantor shall be responsible for and shall pay any and all taxes that may be levied or assessed against Grantor's reserved minerals or mineral operations on the Mineral Premises, or any increase in property taxes payable by Grantee as a direct result of Grantor's operations on the Mineral Premises.

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State of Oregon,  
County of Lane--

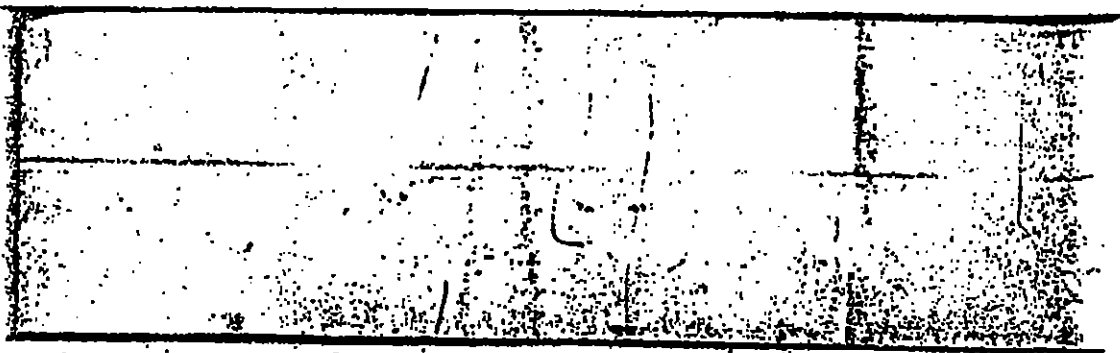
I, the County Clerk, in and for the said  
County, do hereby certify that the within  
instrument was received for record at  
10 AUG 27 1982

Recd 1471R

Lane County OFFICIAL RECORDS  
Lane County Clerk

BY:   
Clara D. Dwyer

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**Lane County****Parcel 1:**

Beginning at a point on the West line of the Southwest 1/4 of the Northeast 1/4 of Section 2, Township 19 South, Range 12 West of the Willamette Meridian, 863.0 feet South of the 1/4 corner on the North line of said Section 2; thence South along the said West line to the Southwest corner of said Southwest 1/4 of the Northeast 1/4; thence East along the South line to the Southeast corner of the Southwest 1/4 of the Northeast 1/4; thence North along the East line of the Southwest 1/4 of the Northeast 1/4 to a point East of the point of beginning; thence West to the point of beginning, in Lane County, Oregon.

**Parcel 2:**

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 and the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 19 South, Range 12 West of the Willamette Meridian, Lane County, Oregon.

**Parcel 3:**

Assessor's Map Number 19 12 02 1 2300 97-04, being in Section 2, Township 19 South, Range 12 West, Willamette Meridian. Beginning at a point 1419 feet South and 30 feet East from the Northwest corner of Lot 3, marked 1/4 Section in Section 2, Township 19 South, Range 12 West, Willamette Meridian, running thence East 300 feet thence South 66 feet; thence West 300 feet and thence North 66 feet to the place of beginning being 0.45 acres, more or less. Tract 34, GLENADA GARDENS.

**Parcel 4:**

Lots Five (5), Six (6) and Seven (7); the East Half of the Southeast Quarter (E 1/2 SE 1/4); and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Sixteen (16);

ALSO: The Southeast Quarter (SE 1/4); the North Half of the Northeast Quarter (N 1/2 NE 1/4); the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4); the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4); and Lots One (1) and Two (2) of Section Twenty-one (21);

ALSO: The West Half (W 1/2); and the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section Twenty-two (22);

All being in Township Nineteen (19) South, Range Two (2) West of the Willamette Meridian, in Lane County, Oregon.



**Parcel 5:**

A portion of the Wm. G. Eaton and wife Donation Land Claim No. 62, described as follows:

Beginning at a point on the South line of the Wm. G. Eaton and wife Donation Land Claim No. 62, Township 19 South, Range 1 West of the Willamette Meridian; said point being the Westerly Northwest corner of Government Lot 4 of Section 21, of said Township and Range; thence South 69° 05' East along the South line of said Claim No. 62 to a point North 69° 05' West 660.0 feet from the Southeast corner thereof; thence North 00° 10' West 660.0 feet; thence South 69° 05' East 660.0 feet to the East line of said Claim No. 62; thence North 00° 10' West 584.294 feet along said East line to the most Northerly corner of said Claim No. 62; thence South 39° 58' West along the Northwest boundary line of said Claim to a point North 00° 10' West of the Place of Beginning; thence South 00° 19' East to the Place of Beginning, Lane County, Oregon.

**Parcel 6:**

A permanent, non-exclusive easement permitting toll-free use of the existing roadway (hereinafter called the Bernheim Road) which runs from the property herein conveyed to Lane County Road No. 211-06, to a maximum width of 40 feet, beginning at the point where the Bernheim Road intersects the Northwest boundary of the parcel of land conveyed by Harold Marcotte and Marie Marcotte to Bernard F. Bernheim and Margaret F. Bernheim, which deed is recorded in the Deed Records of Lane County, Oregon, at Reel 146, '60 D, Reception No. 85332 and running thence generally South and East through the Carwell C. Handricks and Wm. G. Eaton Donation Land Claims to the West line of the property herein conveyed. The Grantors said Grantee to maintain said road each in proportion to his use thereof, all in Township 19 South, Range 2 West of Willamette Meridian, Lane County, Oregon.

**Parcel 7:**

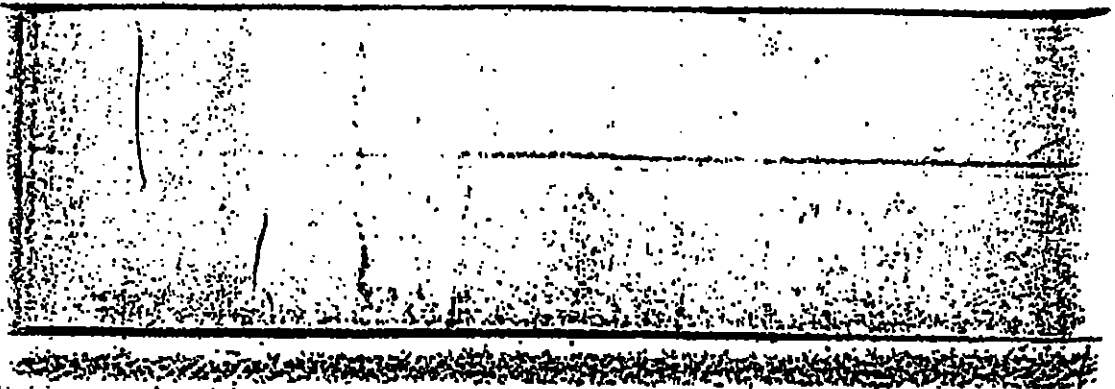
The south half of the southwest quarter and the southwest quarter of the southeast quarter of Section 38, T19S, R3W of the Willamette Meridian, Lane County, Oregon.

**Parcel 8:**

Lots 2 and 3; the southwest quarter of the northeast quarter; the southeast quarter of the northwest quarter; the east half of the southwest quarter; and the west half of the southeast quarter of Section 1, T20S, R3W in Lane County, Oregon.

**Parcel 9:**

The northwest quarter of the northeast quarter; the south half of the northeast quarter; the northwest quarter; the northeast quarter of the southeast quarter; and the north forty-four one hundredths of a chain of the southeast quarter of the southeast quarter of Section 12, T20S, R3W in Lane County, Oregon.





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EXHIBIT "B"

Lane County, Oregon

Vaughn Cold Storage and House

All that real property containing 7.9 acres described as follows:

Beginning at a point on the Westerly right-of-way of the Crow-Vaughn Road (County Road No. 1052) said point being 33.00 feet, when measured at right angles, to the centerline of said road, said point also being on the North line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6, T18S, R6W, W.M.; thence along said right-of-way, North 29° 30' 00" West 143.00 feet, more or less, to the Southerly right-of-way to a 60-foot road known as Penn Road, as recorded in that certain Deed to Lane County and recorded in Recorders Reception No. 8307624, Lane County, Oregon Deed Records, and monumented by Lane County in Project No. 4-2968, Drawing No. 0247; thence along said right-of-way the following courses, South 77° 02' 26" West 71.00 feet, more or less, along the arc of a 259.18 foot radius curve right, the chord of which bears North 86° 35' 43" West 146.05 feet, North 70° 13' 49" West 163.73 feet, along the arc of a 220.99 foot radius curve right, the chord of which bears North 44° 37' 37" West 188.67 feet, and North 19° 25' 03" West 89.00 feet, more or less, to the North line of that certain parcel deeded to International Paper Company and recorded in Recorders Reception No. 76499, Lane County, Oregon Deed Records; thence leaving said right-of-way South 68° 52' 44" West 151.41 feet; thence South 33° 30' 00" East 495.00 feet; thence South 10° 00' 00" West 330.00 feet; thence South 30° 00' 00" East 428.61 feet; thence East 130.00 feet, more or less, to the Left bank of Noti Creek; thence North to the Right bank of said creek; thence along said Right bank Northerly to the North line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 6; thence along said North line Easterly 60.00 feet, more or less to the Point of Beginning in Lane County, Oregon.

Also: Beginning at a point on the Northerly right-of-way of a 60-foot road known as Penn Road, as recorded in that certain Deed to Lane County and recorded in Recorders Reception No. 8307624, Lane County, Oregon Deed Records, and monumented by Lane County in Project No. 4-2968, Drawing No. 0247; said point being North 1549.33 feet, more or less, and West 370.83 feet, more or less, from the South  $\frac{1}{4}$  corner of Section 6, T18S, R6W, W.M.; thence along said right-of-way, along the arc of a 160.99 foot radius curve right, the chord of which bears North 44° 37' 37" West 137.45 feet; thence continuing along said right-of-way North 19° 25' 03" West 91.00 feet, more or less, to the North line of that certain parcel deeded to International Paper Company and recorded in Recorders Reception No. 76499, Lane County, Oregon Deed Records; thence leaving said right-of-way North 68° 52' 44" East 165.00 feet, more or less, to the Right bank of Noti Creek; thence Southerly along said Right bank to the Northerly right-of-way of said Penn Road; thence along said right-of-way North 70° 13' 49" West 90.00 feet, more or less, to the Point of Beginning in Lane County, Oregon.

Note: All that property lying North of Penn Road cannot be sold as a separate parcel to any other party. A boundary survey will be completed prior to any sale of said property.

EXHIBIT "B" - Page 1



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Kithorn Sort Yard

The SW $\frac{1}{4}$ SE $\frac{1}{4}$  Section 33, T18S, R2W, W.M., containing 48.03 acres.

Note: All that real property lying Southwesterly of the Simolew Access Road shall not be sold as a separate parcel.

Siltcoos Dam Site

All that property owned by International Paper Company lying West of OSH #101 in Lots 4, 5 and 8 of Section 33, T18S, R2W, W.M., containing 26 acres more or less.

EXHIBIT "B" - Page 2



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19-2-21

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W

**UNTIL A CHANGE IS REQUESTED,  
ALL TAX STATEMENTS SHOULD BE SENT TO:  
No Change**

1994MAY.10\*94#08REC 10.00

**AFTER RECORDING, RETURN TO:**  
Weatherford, Thompson, Quick & Ashenfelter, P.C.  
Attention Edward F. Schutz  
P. O. Box 667  
Albany, Oregon 97321

1994MAY.10\*94#08PFLND 10.00

1994MAY.10\*94#08A&T FUND 20.00

**STATUTORY FORM QUITCLAIM DEED**

**WILLAMETTE VALLEY LUMBER COMPANY, an Oregon corporation, GRANTOR, releases and quitclaims to BERNARD F. BERNHEIM and MARGARET S. BERNHEIM, husband and wife, GRANTEE, all right, title and interest in and to the following-described real property:**

TOGETHER WITH a permanent, non-exclusive easement permitting toll-free use of the existing roadway (hereinafter called the Bernheim Road) which runs from the property herein conveyed to Lane County Road No. 211-06, to a maximum width of 40 feet, beginning at the point where the Bernheim Road intersects the Northwest boundary of the parcel of land conveyed by Harold Marcotte and Marie Marcotte to Bernard F. Bernheim and Margaret F. Bernheim, which deed is recorded in the Lane County Oregon Deed Records at Reel 146, 00 D, Recorder's Reception No. 88332; and running thence generally South and East through the Caswell C. Hendricks and Wm. G. Eaton Donation Land Claims to the West line of the property herein conveyed, the Grantors and Grantee to maintain said road each in proportion to his use thereof, all in Township 19 South, Range 2 West of Willamette Meridian, Lane County, Oregon.

THE PURPOSE OF THIS QUITCLAIM DEED IS TO TERMINATE GRANTOR'S INTEREST IN THAT CERTAIN EASEMENT LAST REFERENCED IN THAT STATUTORY SPECIAL WARRANTY DEED DATED MAY 18, 1992, AND RECORDED IN THE LANE COUNTY OREGON DEED RECORDS ON REEL 1763R, RECORDER'S RECEPTION NO. 9227689.

The true consideration for this conveyance is \$-0- and the granting of a new easement by Grantee to Grantor dated April 5, 1994, and recorded in the Lane County Oregon Deed Records on Reel 194UR, Recorder's Reception No. 9426865 7

MAY 10 1994 1949R

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THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 3rd day of May, 1994.

WILLAMETTE VALLEY LUMBER COMPANY

By [Signature]  
Title Executive Vice President

By [Signature]  
Title Diane C. McDowell, Assistant Secretary

STATE OF OREGON )  
COUNTY OF Multnomah ) ss

Personally appeared Harvin W. Coats and Diane C. McDowell, who being duly sworn did say that they are the Executive Vice President and Assistant Secretary of WILLAMETTE VALLEY LUMBER COMPANY, an Oregon corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and they acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

[Signature]  
Notary Public for Oregon  
My Commission Expires: 3/1/97



9435604

Page 2 - Statutory Outclaim Deed

State of Oregon,  
County of Linn-ss.  
I, the County Clerk, in and for the said County, do hereby certify that the within instrument was received for record at  
10 MAY 04 10:41 AM  
1949R  
Linn County OFFICIAL RECORDS  
Linn County Clerk  
[Signature]