



## PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Western Title & Escrow Company hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

**Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

*Countersigned*

A handwritten signature in black ink, appearing to be "al BTD", is written above a horizontal line.



220 S Pine Street, Suite 102, Sisters, OR 97759  
(541)548-9180 FAX (541)588-6601

### PRELIMINARY REPORT

**ESCROW OFFICER:** Tiana L. VanLanduyt  
tiana.vanlanduyt@westerntitle.com  
541-548-9182

**ORDER NO.:** WT0173550  
**Revision 10** - Update effective date

**TITLE OFFICER:** Dave I. Hemmerling  
Email: titleofficersupport@westerntitle.com

**TO:** Western Title & Escrow Company  
220 S Pine Street, Suite 102  
Sisters, OR 97759

**ESCROW LICENSE NO.:** 201110072  
**OWNER/SELLER:** United States of America  
**BUYER/BORROWER:** PX2 Investments LLC  
**PROPERTY ADDRESS:** 201 N Pine St., Sisters, OR 97759

**EFFECTIVE DATE:** May 13, 2020, 05:00 PM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2006	\$ 2,818,244.88	\$ 4,829.00
Standard Owner's Policy		
Proposed Insured: PX2 Investments LLC		
Government Lien Search		\$ 25.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee Simple

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

United States of America

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF DESCHUTES, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT "A"**  
Legal Description

Parcel 2 of Partition Plat No. 2019-19, recorded November 20, 2019 as Instrument No. 2019-45332, Deschutes County Records.

**AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:**

**GENERAL EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

**SPECIFIC ITEMS AND EXCEPTIONS:**

6. The subject property is under public, charitable, fraternal, or religious organization ownership and is exempt from ad valorem taxation. Any change in ownership prior to delivery of the assessment roll may result in tax liability.  
Tax Account No.: 263917 & 263919  
Map No.: 151005-00-00102
7. City Liens, if any, of the City of Sisters.  
(Please contact the Title Department for a City Lien Search within 30 days of closing)
8. The existence of roads, railroads, irrigation ditches and canals, telephone, telegraph and power transmission facilities.
9. Easements, as disclosed in Deed  
Recording Date: June 5, 1947  
Recording No.: 81-217
10. Easement created by instrument, including the terms and provisions thereof  
In favor of: City of Sisters, Oregon  
Recording Date: September 17, 1980  
Recording No.: 328-662
11. Public road easement, including the terms and provisions thereof  
Recording Date: April 24, 2003  
Recording No.: 2003-26783

12. National Forest Roads and Trails Act Public Road Easement including the terms and provisions thereof,  
Recording Date: May 23, 2008  
Recording No: 2008-22407  
Between: The United States of America, acting by and through the Forest Service, Department of Agriculture  
And: The City of Sisters, in Deschutes County, a subdivision of the State of Oregon
13. National Forest Roads and Trails Act Public Road Easement including the terms and provisions thereof,  
Recording Date: May 23, 2008  
Recording No: 2008-22408  
Between: The United States of America, acting by and through the Forest Service, Department of Agriculture  
And: The City of Sisters, in Deschutes County, a subdivision of the State of Oregon
14. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
15. The proposed transaction may be subject to statutory requirements for the partitioning or subdivision of land pursuant to Chapter 92 of Oregon Revised Statutes. Violation may subject parties to both civil and criminal penalties. Furthermore, title insurance policies do not provide coverage against violation of these statutes.
16. [Intentionally Deleted]

**ADDITIONAL REQUIREMENTS/NOTES:**

- A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- C. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: PX2 Investments LLC

- D. The Company has on file a copy of the Operating Agreement for PX2 Investments, LLC, dated January 17, 2020. A copy of any amendments subsequent to the date of said Operating Agreement should be furnished for review prior to closing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- E. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

- F. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- G. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- H. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.
- I. Note: Recording charge per document for:  
**Deschutes County** - \$93.00 for the first page, \$5.00 for each additional page

E-recording fee is an additional \$5.00 per document

**Send Recording Packages to:**

Western Title & Escrow Company

Attention: Recording

360 SW Bond, Suite 100

Bend, OR 97702

Email: [desrecording@westerntitle.com](mailto:desrecording@westerntitle.com)

## EXHIBIT ONE

### 2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
    - the occupancy, use, or enjoyment of the Land;
    - the character, dimensions or location of any improvement erected on the land;
    - the subdivision of land; or
    - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  - Defects, liens, encumbrances, adverse claims, or other matters
    - created, suffered, assumed or agreed to by the Insured Claimant;
    - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
  - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
  - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - a fraudulent conveyance or fraudulent transfer, or
    - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
  - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

### 2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
    - the occupancy, use, or enjoyment of the Land;
    - the character, dimensions or location of any improvement erected on the land;
    - the subdivision of land; or
    - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  - Defects, liens, encumbrances, adverse claims, or other matters
    - created, suffered, assumed or agreed to by the Insured Claimant;
    - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
  - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - a fraudulent conveyance or fraudulent transfer, or
    - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
  - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

2973

THIS DEED, made this 29th day of March, 1947, A. D. by and between Brooks-Scanlon, Inc., formerly Brooks-Scanlon Lumber Company Inc., a Corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the first part, and the UNITED STATES OF AMERICA, party of the second part.

WITNESSETH:

That whereas the said party of the first part has filed its application for exchange of certain lands with the United States, under the terms of the Act of Congress of March 20th, 1922, entitled "An Act to Consolidate National Forest Lands", - Vol. 42, United States Statutes at Large, page 465, and as amended by the Act of February 28th, 1925 - Vol. 43, page 1090; and

WHEREAS, an application has been submitted by the party of the first part to the Secretary of the Interior to exchange the tracts of land hereinafter described for timber, equal in value to the tracts of land being conveyed by this instrument, on the Deschutes National Forest, in accordance with the said Act of Congress:

NOW, THEREFORE, in consideration of the premises and in the consideration of the sum of ONE DOLLAR (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, and for the purpose of effecting such exchange, the said party of the first part does hereby grant, bargain, sell and convey unto the said party of the second part, all of the following tracts or parcels of land lying, and being in the County of Deschutes, State of Oregon, to wit:

In Township Fourteen (14) South of Range Nine (9) East of Willamette Meridian:

Section three (3) All; Section five (5) Lot one (1); Section eleven (11) All; Section thirteen (13) All; Section twenty-five (25) Northeast quarter of Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ); Section thirty-one (31) Lots three (3) and four (4) East half of Southwest quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ ) Southeast quarter (SE $\frac{1}{4}$ ); Section thirty-three (33) South half (S $\frac{1}{2}$ ); Section thirty-five (35) South half (S $\frac{1}{2}$ ).

In Township Fourteen (14) South of Range Ten (10) East of Willamette Meridian:

Section nineteen (19) Lot four (4); Section thirty-one (31) Northeast quarter (NE $\frac{1}{4}$ ); Northeast quarter of Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ );.

In Township Fifteen (15) South of Range Eight (8) East of Willamette Meridian:

Section one (1) Lots one (1) two (2) three (3) four (4) and five (5) Southwest quarter of Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) South half of Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ );.

In Township Fifteen (15) South of Range Nine (9) East of Willamette Meridian:

Section one (1) Lots one (1) two (2) three (3) and four (4) South half of North half (S $\frac{1}{2}$ N $\frac{1}{2}$ ) North half of Southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ).

In Township Fifteen (15) South of Range Ten (10) East of Willamette Meridian:

Section five (5) Lots one (1) two (2) and three (3) East half of Lot four (4) (E $\frac{1}{2}$  Lot 4) South half of Northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) Southeast quarter of Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ) Southwest quarter of Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) East half of Southeast quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ).

The above described tracts contain 4,289.57 Acres more or less according to the Government survey thereof and are conveyed subject to the following reservations and exceptions:

1. Easements for Rights-of-Way of Federal Highways Number 20 and 28.
2. Easements for existing Forest Service Road and Telephone Rights-of-Way.
3. Easements for Rights-of-Way until December 31, 1961, for logging railroads as now constructed or surveyed for construction, and Rights-of-Way for existing Logging Truck Roads.
4. Easement for existing Irrigation Ditch rights-of-way.

TO HAVE AND TO HOLD the aforesaid tracts and parcels of land unto the said party of the second part, in fee simple forever, together with all rights, privileges and appurtenances thereunto belonging, or in any wise appertaining, unto the said party of the second part, or its successors, and the said party of the first part hereby covenants to and with the said party of the second part, that it, the said party of the first part, is lawfully seized in fee of the above described premises, and that it has a good right to convey the same, and that it will, and its successors shall, forever warrant and defend all of said property so sold to the said party of the second part and its assigns, against the lawful claims of all persons whomsoever and against all incumbrances, except the reservations hereinbefore made and accepted.

IN WITNESS WHEREOF, Brooks-Scanlon, Inc., pursuant to a Resolution of its Board of Directors duly and legally adopted, has caused these presents to be signed by its Vice-President, and Assistant Secretary, and its Corporate Seal to be hereunto affixed this 29<sup>th</sup> day of March, 1947.

BROOKS-SCANLON, INC.

BY *A. J. Gleason*  
Vice-President

BROOKS-SCANLON, INC.

BY *J. S. Brooks*  
Assistant Secretary

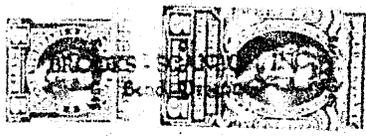
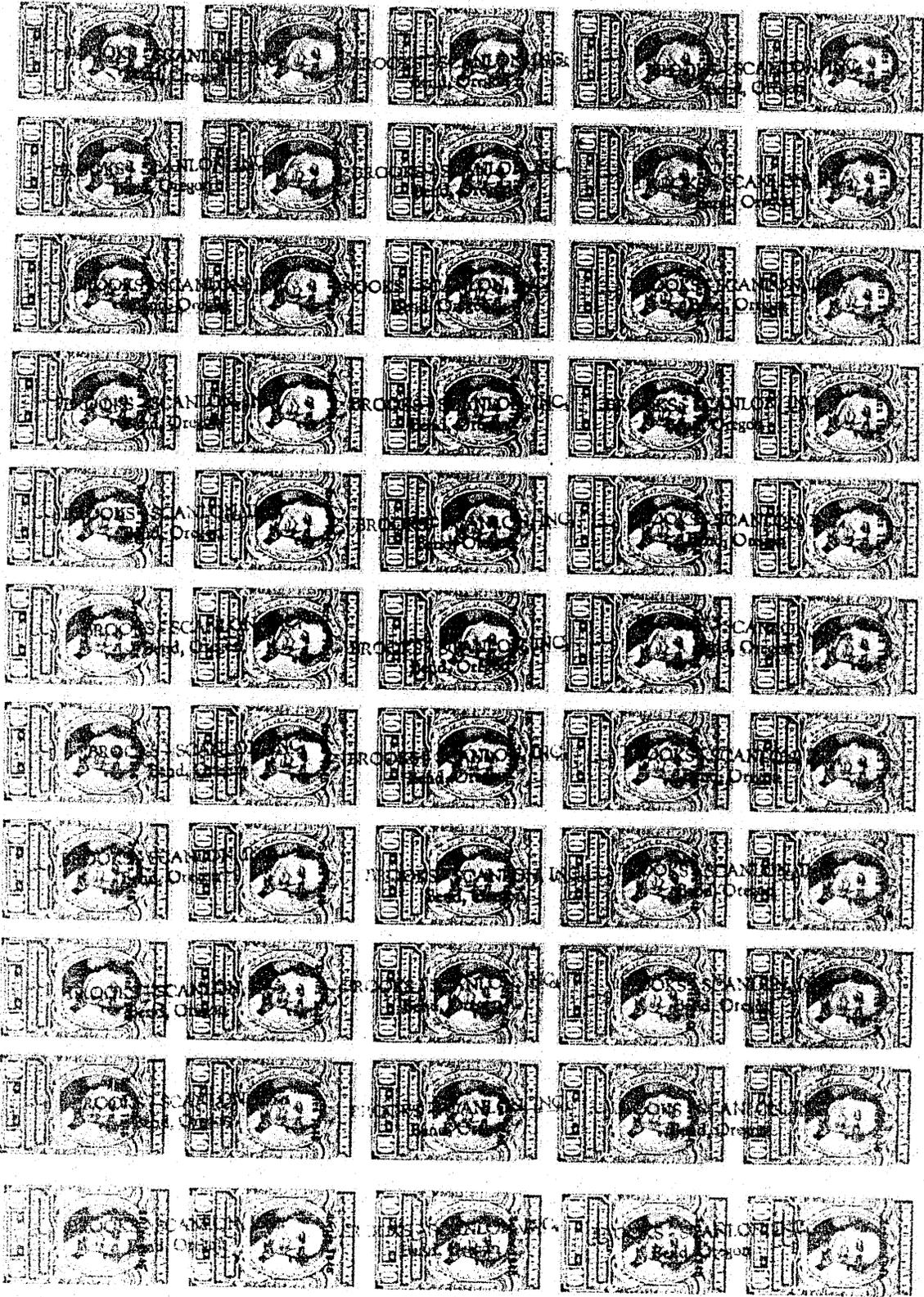
Executed in the presence of:

*Robert Hall*

*George Blakely*



100-100-100-100-100



BOOK

81 PAGE 220

STATE OF OREGON )  
                          ) SS.  
COUNTY OF DESCHUTES)

On this 29th day of March, 1947, before me, a Notary Public in and for said County, duly commissioned and sworn, personally came A. J. Glassow and T. F. Brooks, both to me personally known, who being duly sworn, did say that they reside in Bend Oregon; that he, the said A. J. Glassow is the Vice-President, and he, the said T. F. Brooks is the Assistant Secretary of the Brooks-Scanlon, Inc.; that said Company is the Corporation which is described in and which executed the foregoing instrument; that the seal affixed to said instrument is the Corporate Seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said A. J. Glassow and T. F. Brooks acknowledged said instrument to be the free act and deed of said Corporation.

WITNESS my hand and official seal the day and year first above written.



M. A. Phelps  
Notary Public in and for  
Deschutes County, Oregon.

MY COMMISSION EXPIRES NOV. 16, 1947

EASEMENTS

THIS EASEMENT, dated this 25<sup>th</sup> day of June 1980, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor" to the City of Sisters, Oregon, hereinafter called "Grantee."

## WITNESSETH:

WHEREAS, the Grantee has applied for a grant of easement under the Act of October 13, 1964, (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Deschutes, State of Oregon, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land, hereinafter defined as the "right-of-way" over and across the following described lands in the County of Deschutes, State of Oregon:

Forest Service Road No. 1227

T. 15 S., R. 10 E., W.M.  
sec. 5, E $\frac{1}{2}$  E $\frac{1}{2}$  SE $\frac{1}{2}$

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

The right-of-way is shown and specifically described in Exhibit A attached hereto and made a part hereof.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.
2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for non-highway purposes or facilities; Provided, That the right of the Forest Service to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided Further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.

3. Any reconstruction of the highway situated on this right-of-way will be in accordance with plans, specifications, and written stipulations approved by the Regional Forester prior to beginning such reconstruction.
4. Consistent with highway safety standards, the Grantee shall:
  - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
  - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and Grantee prior to completion of the highway and the Grantee shall maintain all terracing, waterbars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.
5. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps, supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the Regional Forester.
6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.
7. The grantee does, by the acceptance of this document, covenant and agree for itself, its assigns, and its successors in interest to the property herein granted or any part thereof, that the covenant set forth below shall attach to and run with the land:
  - (a) That the described property and its appurtenant areas and its building and facilities, whether or not on the land therein granted, will be operated as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agri-

culture and in effect on the date of this document to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

- (b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land herein conveyed.

In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above described property shall, at the option of the Grantor, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon, and the Grantee, its successors or assigns, shall forfeit all right, title, and interest in and to the above described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Grantor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, The Grantor, by its Regional Forester, has executed this easement pursuant to the Delegation of Authority to the Chief, Forest Service, 7 CFR 2.60, and the Delegation of Authority by the Chief, Forest Service, dated December 21, 1979 (44 FR 75690), on the day and year first above written.

UNITED STATES OF AMERICA

By Robert M. Beaman  
for R. E. WORTHINGTON  
Regional Forester  
Forest Service  
Department of Agriculture

STATE OF Orego. )  
COUNTY OF Multnomah ) SS

On the 25th day of June, 19 80, before me, a Notary Public within and for said State, personally appeared Robert M. Beaman, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he executed said instrument for R. E. Worthington, Regional Forester, Forest Service, Department of Agriculture, and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

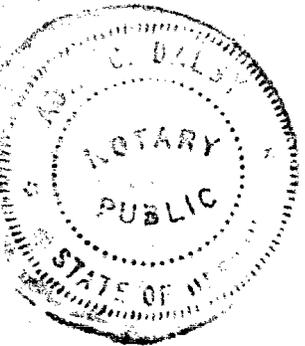
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Adas C. Dalby  
Notary Public in and for the State of

Oregon

Residing at Portland

My Commission expires 11-23-82



PINE AVENUE - FOREST RD, # 1227

2730 - Right-of-Way Grant

ROAD RIGHT-OF-WAY GRANT

DESCHUTES NATIONAL FOREST

TO

R/W 60' - 30' each side of center line

CITY OF SISTERS

R/W length - 2640 feet

Sec. 4 and 5 T. 15S., R. 10E., W.M.

R/W contains 1.8 acres

DESCHUTES COUNTY

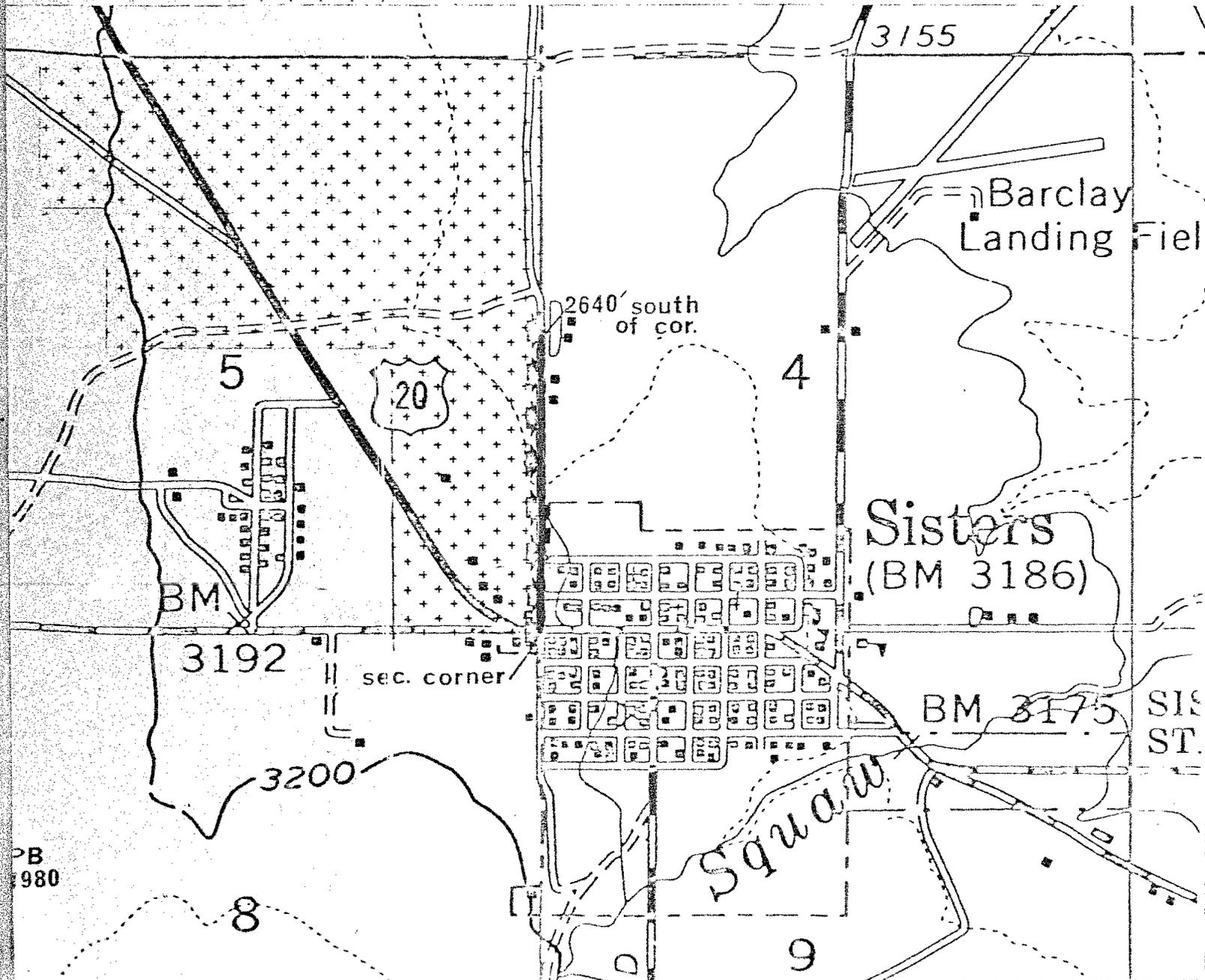


LEGEND

Ties are scaled distances

R/W Granted

National Forest Land



6970

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record

the 17 day of Sept A.D. 1980

at 10:05 o'clock A M., and recorded

in Book 328 on Page 662 Record

of Lluds

ROSEMARY PATTERSON

County Clerk

By Auni P. Sullivan Deputy

When Recorded Return to:  
City of Sisters  
P.O. Box 3A  
Sisters, OR 97759

9/9  
45-  
OMB No. 0596-0082  
Barclay Road

**NATIONAL FOREST ROADS AND TRAILS ACT  
PUBLIC ROAD EASEMENT**

THIS EASEMENT, dated this 7<sup>th</sup> day of April, 2003, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to The City of Sisters, in Deschutes County, a subdivision of the State of Oregon, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Deschutes, State of Oregon, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land, hereinafter defined as the right-of-way over and across the following described lands in the County of Deschutes, State of Oregon, as described on exhibit A attached hereto.

T. 15 S., R. 10 E., W.M.  
Sec. 5, NE1/4SE1/4

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

The right-of-way is shown and specifically described on the plat attached hereto and made a part hereof.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.

Page 1 of 5

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2003-26783



\$45.00

00157675200300267830090095

04/24/2003 09:41:41 AM

D-EAS Cnt=1 Stn=3 MARSHA  
\$45.00

2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for nonhighway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.
3. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
4. Consistent with highway safety standards, the Grantee shall:
  - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
  - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.
5. The Grantee shall:

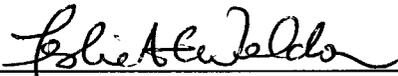
Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.
6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted or any part thereof, that the covenant set forth below shall attach to and run with the land:
- (a) That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and
  - (b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

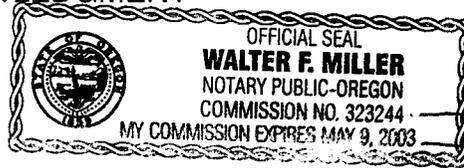
IN WITNESS WHEREOF, Grantor, by its Forest Supervisor, Deschutes National Forest, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority by the Assistant Secretary of Agriculture to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, 49 F.R. 34283, published August 29, 1984, and the delegation of authority by the Regional Forester, Pacific Northwest Region, Forest Service, 58 F.R. 30766, published May 27, 1993, on the day and year first above written.

UNITED STATES OF AMERICA

By 

Leslie A. C. Weldon  
Forest Supervisor  
Deschutes National Forest  
Pacific Northwest Region  
USDA Forest Service

ACKNOWLEDGMENT



STATE OF OREGON )  
 ) ss.  
County of Deschutes )

→ 32344  
→ May 9, 2003

On this 7<sup>TH</sup> day of APRIL, 2003, before me, the undersigned, personally appeared LESLIE A.C. WELDON, Forest Supervisor, Deschutes National Forest, Pacific Northwest Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that she executed said instrument on behalf of the United States of America by its authority duly given and by her delivered as and for its act and deed. And she did further acknowledge that she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

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

*Walter F. Miller*

Name (Printed) WALTER F. MILLER  
Notary Public for the State of OREGON  
My Commission Expires MAY 9, 2003

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According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

EXHIBIT A

RIGHT OF WAY GRANT

OREGON DEPARTMENT OF TRANSPORTATION

Located Line

**SANTIAM HWY. - PINE STREET (SISTERS) SEC.**

SANTIAM HIGHWAY  
FILE NO. 6937002

DESCHUTES COUNTY, OREGON

March, 2002

RIGHT OF WAY PLATS

U.S.D.A.  
FOREST SERVICE  
PACIFIC NORTHWEST REGION  
DESCHUTES NATIONAL FOREST

T. 15 S., R. 10 E., W.M.

NE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> SECTION 5 -10 037 m<sup>2</sup>±

TOTAL RIGHT OF WAY: 10 037 m<sup>2</sup>±

BEARINGS ARE BASED ON COUNTY SURVEY  
NO. 00501, FILED 6/2/87, DESCHUTES  
COUNTY, OREGON

THIS DRAWING SHOWS THE RESULTS OF AN OREGON  
DEPARTMENT OF TRANSPORTATION (ODOT) SURVEY  
THE FIELD SURVEY NOTES, BOOK NUMBER 3761, ARE  
AVAILABLE FROM ODOT FILES IN SALEM, OREGON.

RIGHT OF WAY EXTENDS FROM AND  
TERMINATES AT TRUE PROPERTY LINE

RIGHT OF WAY WIDTHS ARE VARIABLE

LEGEND

- Township or Range Line
- Section Line
- - - Quarter Section Line
- - - Sixteenth Section Line
- Existing Right of Way or Property Line
- - - Access Control Line
- Proposed Right of Way Line
- - - Top of Cut Slope
- - - Toe of Fill Slope
- ⊕ Access Point
- Found Monument As Noted
- ▨ Right of Way Grant Area

Reviewed By:

*Walt Miller*

Signature

Reviewed By:

*Bob Deane*

Signature

11/04/02 LAND SURVEYOR

Date Title

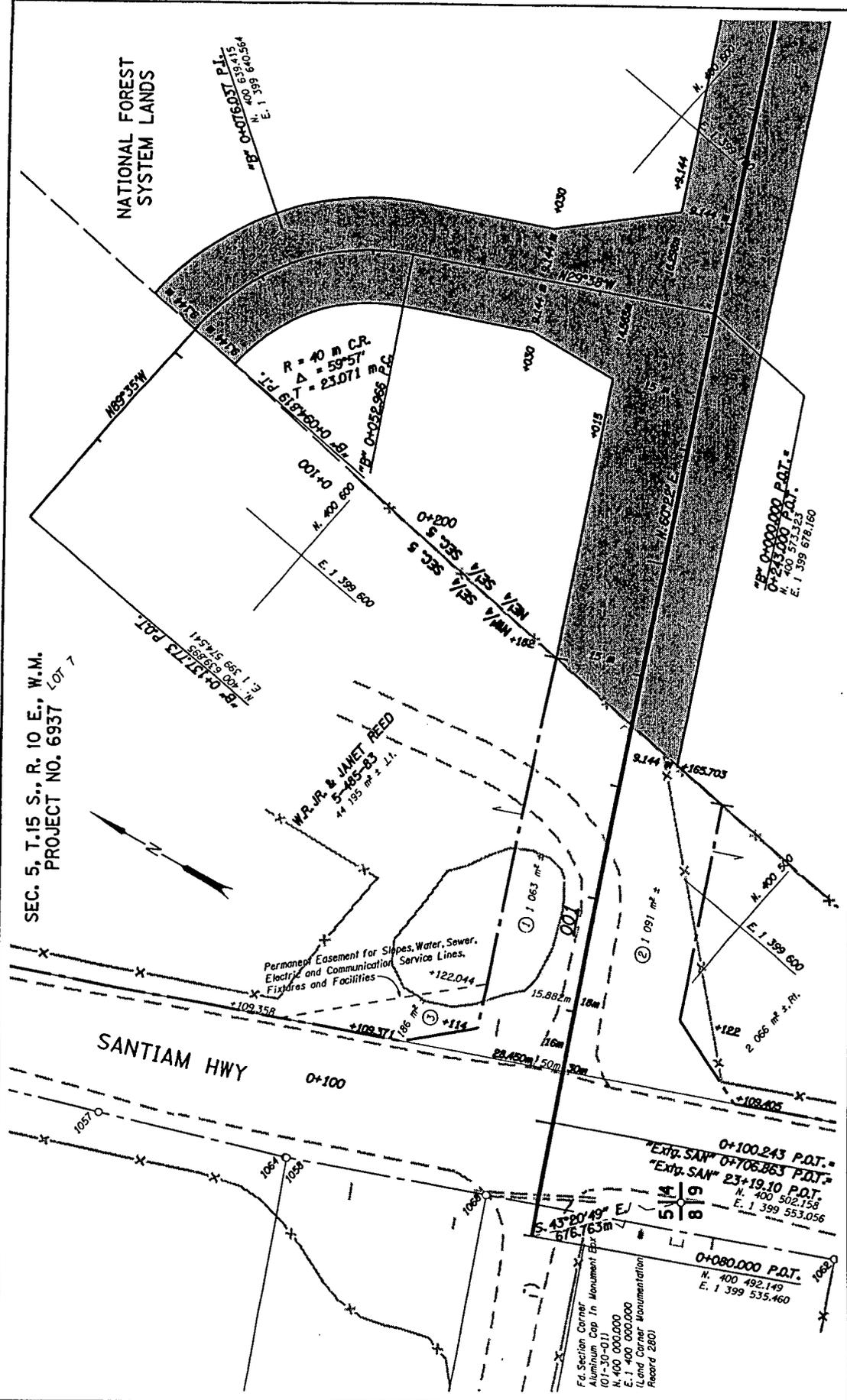
SHEET 1 OF 4

11/4/2002 Forest Engr.

Date Title

28-MAR-2002

G:\projects\11777\_Santiam Hwy. - Pine\_St. (Sisters)\_Sec\11777r-w.dgn



<p>SCALE 1:1000</p> <p>METERS: 0, 10, 20, 30, 40, 50</p> <p>FEET: 0, 25, 50, 100, 150</p>	<p>RIGHT OF WAY GRANT</p> <p>TOTAL RIGHT OF WAY: 10.037 m<sup>2</sup>±</p> <p>EXHIBIT A</p> <p>SHEET 2 OF 4</p>	<p>DESCHUTES NATIONAL FOREST</p> <p>RIGHT OF WAY PLAT</p> <p>Description of Land:</p> <p>SEE SHEET 3 OF 4</p>	<p>SANTIAM HWY. - PINE ST. (SISTERS) SEC.</p> <p>SANTIAM HIGHWAY</p> <p>DESCHUTES COUNTY, OREGON</p> <p>SEE DRG. NO. 10B-15-21</p>
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SEC. 5, T.15 S., R. 10 E., W.M.  
PROJECT NO. 6937

NATIONAL FOREST  
SYSTEM LANDS  
NE/4 SE/4 SEC. 5,  
T.15 S., R. 10 E., W.M.

0+383.796 P.I.  
N. 400 642.360  
E. 1 399 799.522

R = 300 m C.P.  
 $\Delta = 31^{\circ}23'58''$   
T = 84.309 m

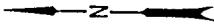
N. 400 600  
E. 1 399 800

0+463.865 P.T.

N. 400 600  
E. 1 399 900

United States of America  
81-217

DESCHUTES NATIONAL FOREST



0+300

0+299.487 P.C.

SANTIAM HWY. - PINE ST. (SISTERS) SEC.

SANTIAM HIGHWAY

DESCHUTES COUNTY, OREGON

SEE DRG. NO. 108-15-21

DESCHUTES NATIONAL FOREST  
RIGHT OF WAY PLAT  
Description of Lands

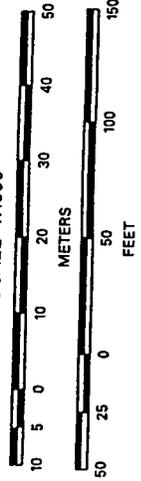
NE/4 SE/4 SEC. 5  
T. 15 S., R. 10 E., W.M.  
RIGHT OF WAY GRANT AREA - 10 037 m<sup>2</sup> ±

RIGHT OF WAY GRANT

TOTAL RIGHT OF WAY: 10 037 m<sup>2</sup> ±

EXHIBIT A  
SHEET 3 OF 4

SCALE 1:1000



NATIONAL FOREST  
SYSTEM LANDS

T.15 S., R. 10 E., W.M.  
PROJECT NO. 6937

MOUNTAIN VIEW INDUSTRIAL  
PARK

BARCLAY  
WAY

PINE  
STREET (LUNDGREN MILL ROAD)

NATIONAL FOREST  
SYSTEM LANDS

N. 400 700

E. 1 400 100

N. 400 600

E. 1 400 100



0+500

+580

+580

1

2

0+634.648 P.O.T.  
N. 400 634.522  
E. 1 400 054.494

1

2

SANTIAM HWY. - PINE ST. (SISTERS) SEC.

SANTIAM HIGHWAY

DESCHUTES COUNTY, OREGON  
SEE DRG. NO. 10B-15-21

DESCHUTES NATIONAL FOREST  
RIGHT OF WAY PLAT  
Description of Land

SEE SHEET 3 OF 4

RIGHT OF WAY GRANT

TOTAL RIGHT OF WAY: 10 037 m<sup>2</sup>±

EXHIBIT A  
SHEET 4 OF 4

SCALE 1:1000





00615450200800224070000088

05/23/2008 09:22:41 AM

D-EASR Cnt=1 Stn=23 SRB  
\$45.00

OMB No. 0596-0082  
Barclay Road

**NATIONAL FOREST ROADS AND TRAILS ACT  
PUBLIC ROAD EASEMENT**

THIS EASEMENT, dated this 11 day of April, 2008, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to The City of Sisters, in Deschutes County, a subdivision of the State of Oregon, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Deschutes, State of Oregon, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land, hereinafter defined as the right-of-way over and across the following described lands in the County of Deschutes, State of Oregon, as described on exhibit A attached hereto.

T. 15 S., R. 10 E., W.M.  
Sec. 5, NE1/4SE1/4

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

The right-of-way is shown and specifically described on the plat attached hereto and made a part hereof.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.

CERTIFIED CORRECT AS TO CONSIDERATION,  
DESCRIPTION AND CONDITIONS.  
Shirley Miller 4/19/08

2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for nonhighway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.
3. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
4. Consistent with highway safety standards, the Grantee shall:
  - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
  - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.
5. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.
6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted or any part thereof, that the covenant set forth below shall attach to and run with the land:
- (a) That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and
  - (b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, Grantor, by its Forest Supervisor, Deschutes National Forest, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority by the Assistant Secretary of Agriculture to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, 49 F.R. 34283, published August 29, 1984, and the delegation of authority by the Regional Forester, Pacific Northwest Region, Forest Service, 58 F.R. 30766, published May 27, 1993, on the day and year first above written.

UNITED STATES OF AMERICA

By 

John Allen  
Forest Supervisor  
Deschutes National Forest  
Pacific Northwest Region  
USDA Forest Service

ACKNOWLEDGMENT

STATE OF OREGON        )  
  )ss.  
County of Deschutes    )

On this 11<sup>th</sup> day of April, 2008, before me, the undersigned, personally appeared John Allen, Forest Supervisor, Deschutes National Forest, Pacific Northwest Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he executed said instrument on behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

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

Diana Hsieh  
Name (Printed) Diana Hsieh  
Notary Public for the State of OREGON  
My Commission Expires 2/28/2011



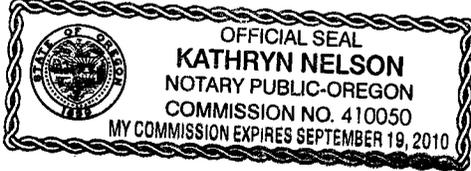
GRANTEE: CITY OF SISTERS, OREGON  
An Oregon Municipal Corporation

By: Eileen Stein  
Its (Title): City Manager

STATE OF OREGON )  
County of Deschutes ) ss.  
)

The foregoing instrument was acknowledged before me on this 25 day of April, 2008 by Eileen Stein as City Manager of City of Sisters

Kathryn Nelson  
Notary Public for Oregon  
My Commission Expires: Sept 19, 2010



---

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

EXHIBIT A

2730 RIGHT-OF-WAY GRANT  
NATIONAL FOREST ROADS AND TRAILS ACT  
PUBLIC ROAD EASEMENT  
LOCATED LINE

# BARCLAY WAY

TO  
CITY OF SISTERS  
DESCHUTES COUNTY, OREGON

MARCH, 2008

RIGHT-OF-WAY PLATS

U.S.D.A.  
FOREST SERVICE  
PACIFIC NORTHWEST REGION  
DESCHUTES NATIONAL FOREST

TOWNSHIP 15 SOUTH, RANGE 10 EAST  
OF THE WILLAMETTE MERIDIAN

NE1/4 SE1/4 OF SECTION 5 <sup>2</sup>

NEW RIGHT-OF-WAY = 0.577 ACRES ±  
EXISTING RIGHT-OF-WAY = 2.480 ACRES ±  
TOTAL RIGHT-OF-WAY = 3.057 ACRES ±

THIS DRAWING SHOWS AN EXPANSION OF THE BARCLAY WAY RIGHT-OF-WAY BASED ON AN OREGON DEPARTMENT OF TRANSPORTATION (ODOT) SURVEY, THE FIELD SURVEY NOTES, BOOK NUMBER 3761, ARE AVAILABLE FROM ODOT FILES IN SALEM, OREGON. SAID RIGHT-OF-WAY EXPANSION IS INTENDED TO SUPPLEMENT THE EXISTING RIGHT-OF-WAY ACQUIRED UNDER DEEDS MF2003-26783, RECORDS OF DESCHUTES COUNTY, OREGON.

RIGHT-OF-WAY EXTENDS FROM AND TERMINATES AT TRUE PROPERTY LINE

RIGHT-OF-WAY WIDTHS ARE VARIABLE

## LEGEND

( ) RECORD AS PER EXHIBIT A, PUBLIC ROAD EASEMENT DEEDS MF2003-26783, RECORDS OF DESCHUTES COUNTY, OREGON.

(( )) RECORD AS PER EXHIBIT A, PUBLIC ROAD EASEMENT DEEDS MF2006-42901, RECORDS OF DESCHUTES COUNTY, OREGON.



RIGHT-OF-WAY DEDICATION THIS EASEMENT

NOTE: STATIONS ON THIS MAP ARE IN INTERNATIONAL FEET.  
1 FOOT = 0.3048 METERS

ACCEPTED BY:

Bob Deane  
FOREST ENGINEER

ACCEPTED BY:

Walt Miller  
LAND SURVEYOR

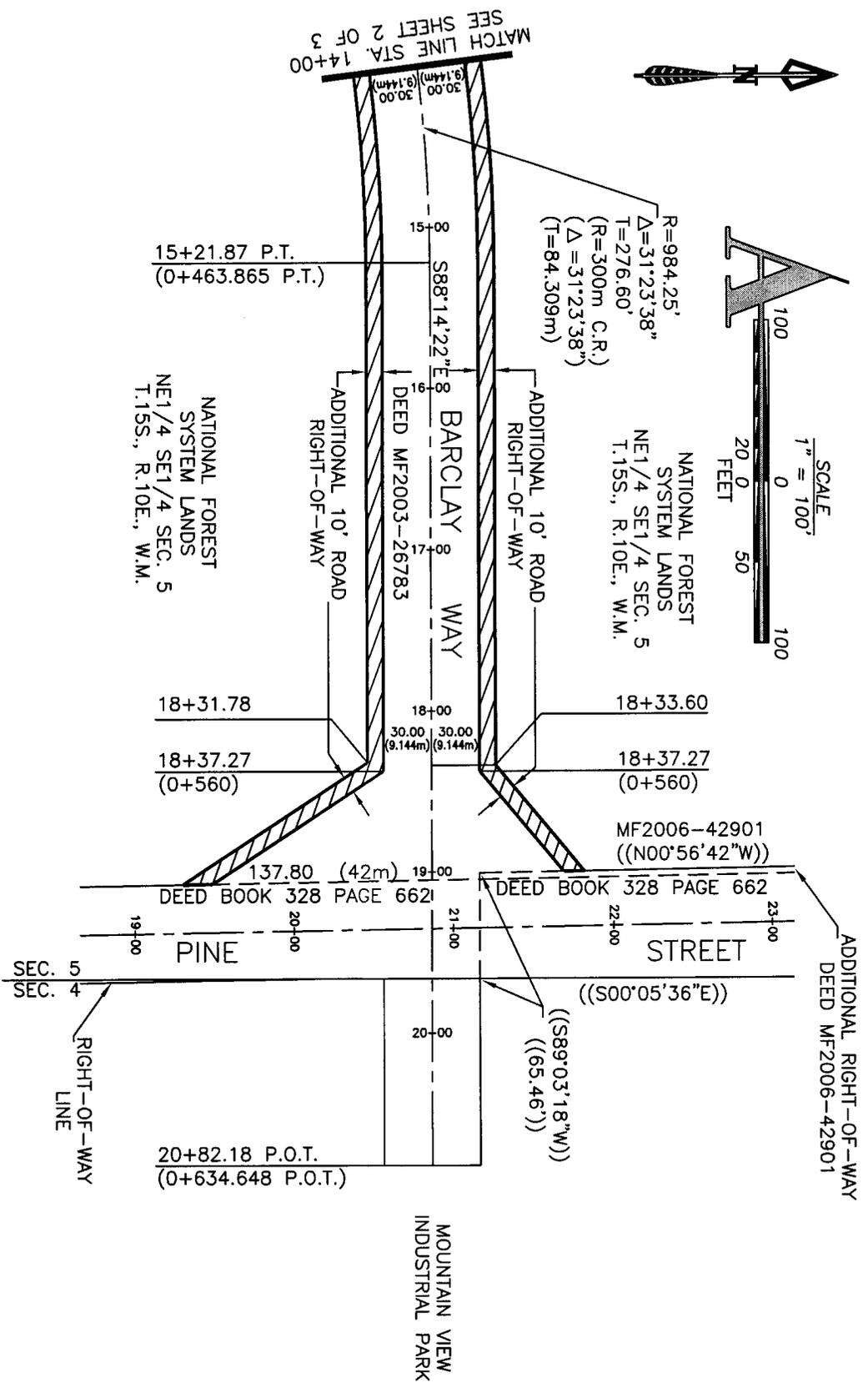
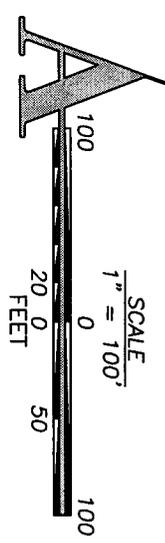
DATE:

4/10/2008

DATE:

4/29/08





REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*David B. Armstrong*

4/8/08 OREGON  
AUGUST 22, 1975  
DAVID B. ARMSTRONG  
1026

*Renewed 12/31/09*

2730 RIGHT-OF-WAY GRANT  
BARCLAY WAY  
TOTAL ADDITIONAL  
RIGHT-OF-WAY = 25,118 FT<sup>2</sup>  
DESCHUTES COUNTY, OREGON  
W.O. 07-3633  
DRG. NO. 07-3633.DWG

DESCHUTES NATIONAL FOREST  
RIGHT-OF-WAY PLAT

EXHIBIT A  
SHEET 3 OF 3

U.S.D.A. FOREST SERVICE  
DESCHUTES NATIONAL FOREST  
SISTERS RANGER DISTRICT  
P.O. BOX 249  
SISTERS, OR 97759  
(541) 549-7729

**ARMSTRONG**  
surveying & engineering, inc.  
established 1977  
287 NE Second St. Ste. 100  
Pineville, OR 97754 - (541) 447-7791



00615452200800224080100109

05/23/2008 09:22:41 AM

D-EASR Cnt=1 Stn=23 SRB  
\$50.00

OMB No. 0596-0082  
Pine Street

**NATIONAL FOREST ROADS AND TRAILS ACT  
PUBLIC ROAD EASEMENT**

THIS EASEMENT, dated this 11 day of APRIL, 2008, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to The City of Sisters, in Deschutes County, a subdivision of the State of Oregon, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Deschutes, State of Oregon, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land, hereinafter defined as the right-of-way over and across the following described lands in the County of Deschutes, State of Oregon, as described on exhibit A attached hereto.

T. 15 S., R. 10 E., W.M.  
Sec. 5, NE1/4SE1/4, Government Lot 7

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

The right-of-way is shown and specifically described on the plat attached hereto and made a part hereof.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.

10

CERTIFIED CORRECT AS TO CONSIDERATION,  
DESCHUTES COUNTY OFFICIAL RECORDS.  
Walt Miller  
4/19/08

2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for nonhighway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.
3. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
4. Consistent with highway safety standards, the Grantee shall:
  - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
  - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.
5. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.
6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted or any part thereof, that the covenant set forth below shall attach to and run with the land:
- (a) That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and
  - (b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, Grantor, by its Forest Supervisor, Deschutes National Forest, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority by the Assistant Secretary of Agriculture to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, 49 F.R. 34283, published August 29, 1984, and the delegation of authority by the Regional Forester, Pacific Northwest Region, Forest Service, 58 F.R. 30766, published May 27, 1993, on the day and year first above written.

UNITED STATES OF AMERICA

By  \_\_\_\_\_

John Allen  
Forest Supervisor  
Deschutes National Forest  
Pacific Northwest Region  
USDA Forest Service

ACKNOWLEDGMENT

STATE OF OREGON        )  
  )ss.  
County of Deschutes    )

On this 11<sup>th</sup> day of APRIL, 2008, before me, the undersigned, personally appeared JOHN ALLEN, Forest Supervisor, Deschutes National Forest, Pacific Northwest Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he executed said instrument on behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

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



Diana Hsieh  
Name (Printed) Diana Hsieh  
Notary Public for the State of OREGON  
My Commission Expires 2/28/2011

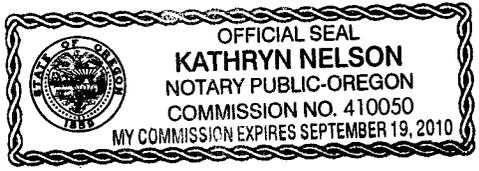
GRANTEE: CITY OF SISTERS, OREGON  
An Oregon Municipal Corporation

By: Eileen Stein  
Its (Title): City Manager

STATE OF OREGON     )  
                                  ) ss.  
County of Deschutes    )

The foregoing instrument was acknowledged before me on this 25 day of April, 2008 by Eileen Stein as City Manager of City of Sisters

Kathryn Nelson  
Notary Public for Oregon  
My Commission Expires: Sept 19, 2010



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According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

EXHIBIT A

2730 RIGHT-OF-WAY GRANT  
NATIONAL FOREST ROADS AND TRAILS ACT  
PUBLIC ROAD EASEMENT  
LOCATED LINE

# PINE STREET

TO  
CITY OF SISTERS  
DESCHUTES COUNTY, OREGON

MARCH, 2008

RIGHT-OF-WAY PLATS

U.S.D.A.  
FOREST SERVICE  
PACIFIC NORTHWEST REGION  
DESCHUTES NATIONAL FOREST

TOWNSHIP 15 SOUTH, RANGE 10 EAST  
OF THE WILLAMETTE MERIDIAN

NE1/4 SE1/4 OF SECTION 5  
GOVERNMENT LOT 7 OF SECTION 5

NEW RIGHT-OF-WAY = 0.50 ACRES ±  
BOOK 328 PAGE 662 EXISTING RIGHT-OF-WAY = 1.8 ACRES ±  
MF1999-54106 EXISTING RIGHT-OF-WAY = 0.066 ACRES ±  
MF2006-42901 EXISTING RIGHT-OF-WAY = 0.048 ACRES ±  
TOTAL RIGHT-OF-WAY = 2.414 ACRES ±

THIS DRAWING SHOWS AN EXPANSION OF THE PINE STREET  
RIGHT-OF-WAY BASED ON: (1) AN OREGON DEPARTMENT OF  
TRANSPORTATION (ODOT) SURVEY OF BARCLAY WAY FOR EXHIBIT A  
DEEDS MF2003-26783; (2) SURVEY BY MICHELE W. SIMS FOR  
DESCHUTES COUNTY FOR EXHIBIT A DEEDS MF2006-42901; (3)  
AN ODOT SURVEY FOR SISTERS WEST END SECTION PROJECT NO.  
6008 FOR EXHIBIT A DEEDS MF2007-65441. SAID  
RIGHT-OF-WAY EXPANSION IS INTENDED TO SUPPLEMENT THE  
EXISTING RIGHT-OF-WAY ACQUIRED UNDER DEEDS BOOK 328 AT  
PAGE 662, DEEDS MF1999-54106, DEEDS  
MF2003-26783 AND DEEDS MF2006-42901, RECORDS OF  
DESCHUTES COUNTY, OREGON.

RIGHT-OF-WAY EXTENDS FROM AND TERMINATES AT TRUE  
PROPERTY LINE

RIGHT-OF-WAY WIDTHS ARE VARIABLE

## LEGEND

- ( ) RECORD AS PER EXHIBIT A, PUBLIC ROAD EASEMENT DEEDS  
MF2003-26783, RECORDS OF DESCHUTES COUNTY, OREGON.
- (( )) RECORD AS PER EXHIBIT A, PUBLIC ROAD EASEMENT DEEDS  
MF2006-42901, RECORDS OF DESCHUTES COUNTY, OREGON.
- (( ( ))) RECORD AS PER EXHIBIT A, PUBLIC ROAD EASEMENT DEEDS  
MF2007-65441, RECORDS OF DESCHUTES COUNTY, OREGON.
- < > RECORD AS PER EXHIBIT A, PUBLIC ROAD EASEMENT DEEDS  
MF1999-54106, RECORDS OF DESCHUTES COUNTY, OREGON.



RIGHT-OF-WAY DEDICATION THIS EASEMENT

ACCEPTED BY:

Bob Olson  
FOREST ENGINEER

ACCEPTED BY:

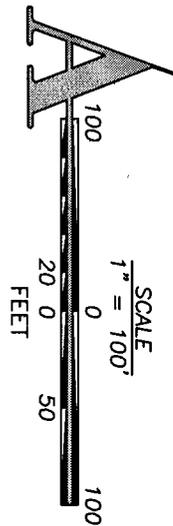
Statt Miller  
LAND SURVEYOR

DATE:

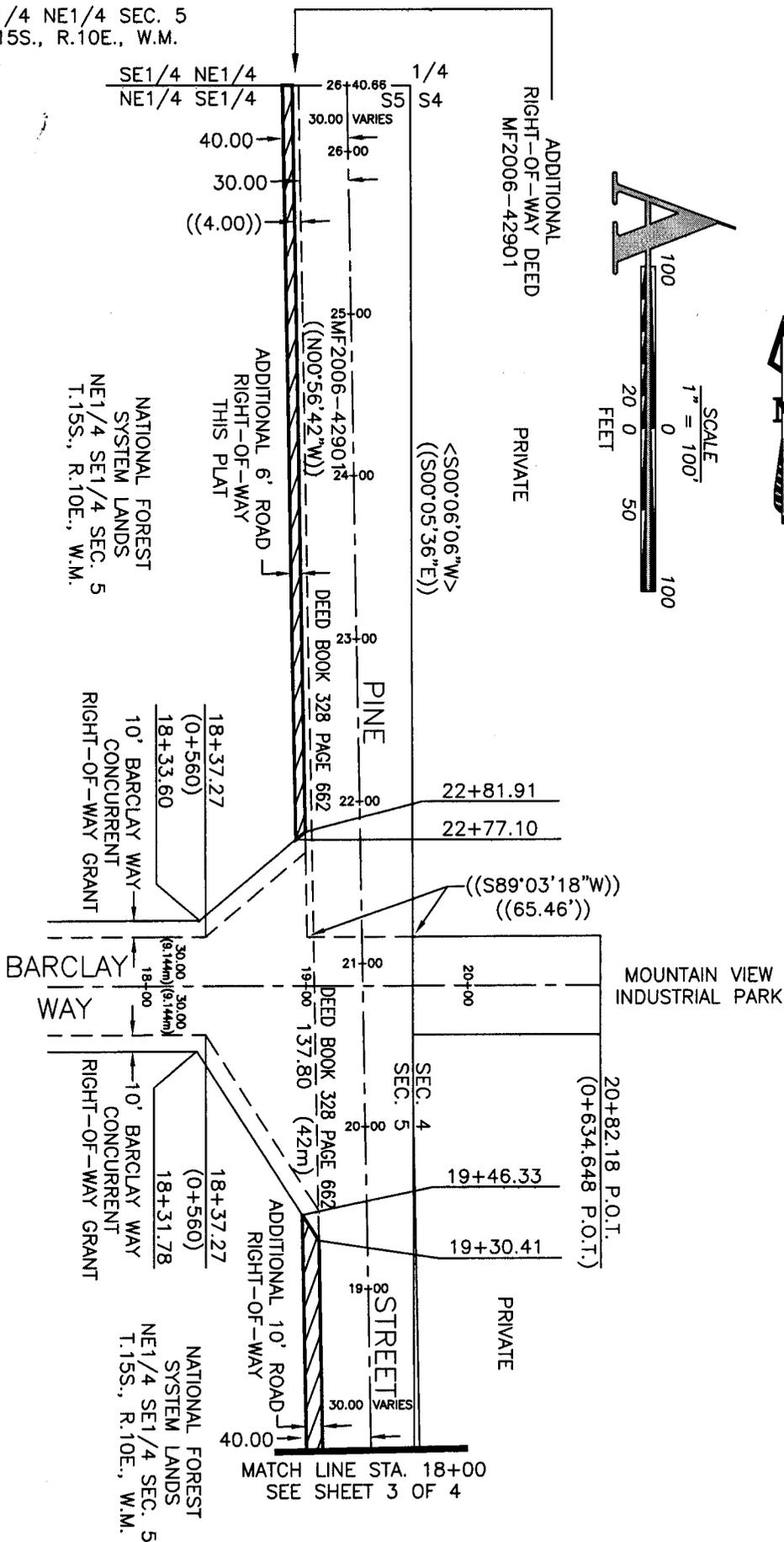
4/10/2008

DATE:

4/9/08



NATIONAL FOREST  
SYSTEM LANDS  
SE1/4 NE1/4 SEC. 5  
T.15S., R.10E., W.M.



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*David B. Armstrong*

4/9/08 OREGON  
AUGUST 22, 1973  
DAVID B. ARMSTRONG  
1026

*Kenneth 12/31/09*

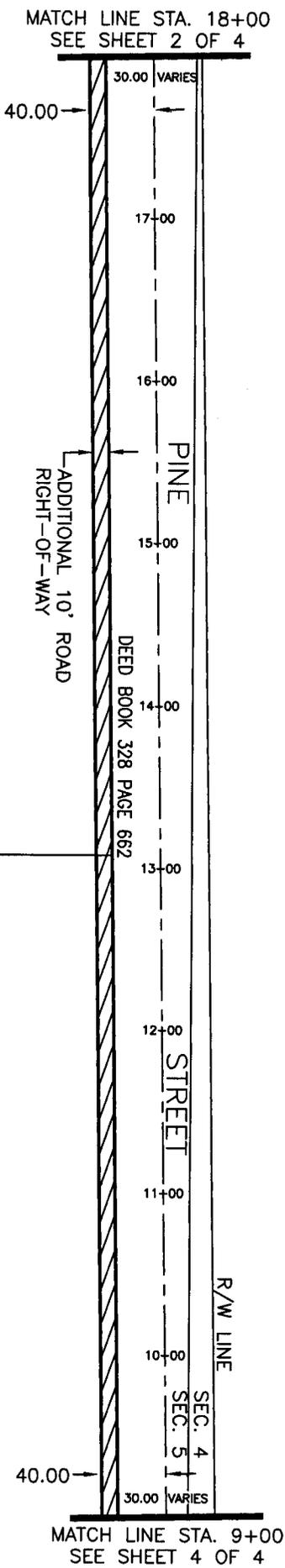
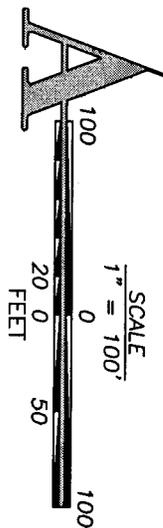
2730 RIGHT-OF-WAY GRANT  
PINE STREET  
TOTAL ADDITIONAL  
RIGHT-OF-WAY = 0.50 ACRES  
DESCHUTES COUNTY, OREGON  
W.O. 07-3633  
DRG. NO. 07-3633.DWG

DESCHUTES NATIONAL FOREST  
RIGHT-OF-WAY PLAT

EXHIBIT A  
SHEET 2 OF 4

U.S.D.A. FOREST SERVICE  
DESCHUTES NATIONAL FOREST  
SISTERS RANGER DISTRICT  
P.O. BOX 249  
SISTERS, OR 97759  
(541) 549-7729

**ARMSTRONG**  
surveying & engineering, inc.  
established 1977  
267 NE Second St. Ste. 100  
Prineville, OR 97754 - (541) 447-7791



PRIVATE

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*David B. Armstrong*

4/9/68 OREGON  
AUGUST 22, 1973  
DAVID B. ARMSTRONG  
1026

*Revised 12/5/109*

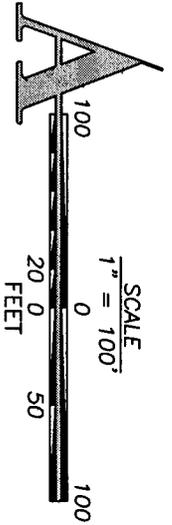
2730 RIGHT-OF-WAY GRANT  
PINE STREET  
TOTAL ADDITIONAL  
RIGHT-OF-WAY = 0.50 ACRES  
DESCHUTES COUNTY, OREGON  
W.O. 07-3633  
DRG. NO. 07-3633.DWG

DESCHUTES NATIONAL FOREST  
RIGHT-OF-WAY PLAT

EXHIBIT A  
SHEET 3 OF 4

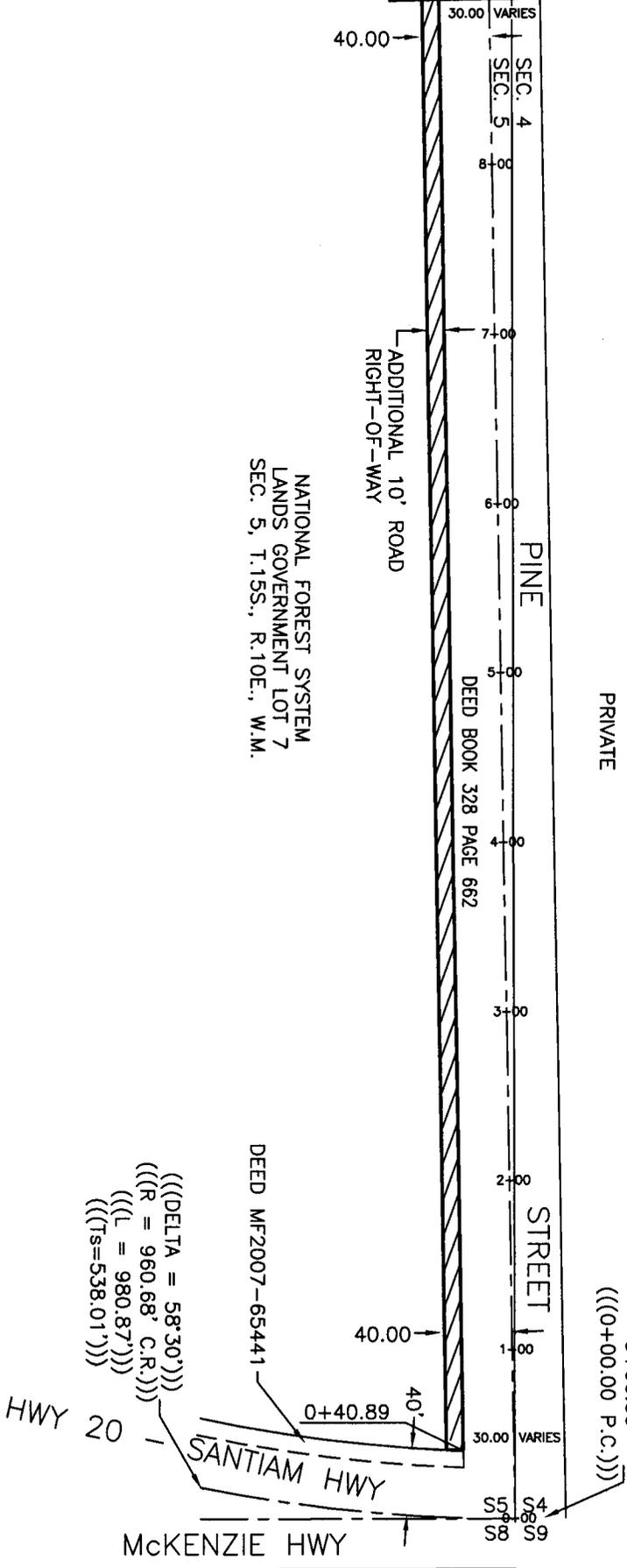
U.S.D.A. FOREST SERVICE  
DESCHUTES NATIONAL FOREST  
SISTERS RANGER DISTRICT  
P.O. BOX 249  
SISTERS, OR 97759  
(541) 549-7729

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surveying & engineering, inc.  
established 1977  
247 NE Second St. Ste. 100  
Prineville, OR 97754 - (541) 447-7791



((NOTE: STATION 0+00.00 P.C. IS ON SECTION CORNER))

MATCH LINE STA. 9+00  
SEE SHEET 3 OF 4



NATIONAL FOREST SYSTEM  
LANDS GOVERNMENT LOT 7  
SEC. 5, T.15S., R.10E., W.M.

DEED MF2007-65441

((DELTA = 58°30'))  
((R = 960.68' C.R.))  
((L = 980.87'))  
((Ts=538.01'))

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*David B. Armstrong*

4/6/08 OREGON

AUGUST 22, 1975

DAVID B. ARMSTRONG  
1026

Renewed 12/5/09

2730 RIGHT-OF-WAY GRANT

PINE STREET

TOTAL ADDITIONAL

RIGHT-OF-WAY = 0.50 ACRES

DESCHUTES COUNTY, OREGON

W.O. 07-3633

DRG. NO. 07-3633.DWG

DESCHUTES NATIONAL FOREST

RIGHT-OF-WAY PLAT

EXHIBIT A

SHEET 4 OF 4

U.S.D.A. FOREST SERVICE  
DESCHUTES NATIONAL FOREST  
SISTERS RANGER DISTRICT

P.O. BOX 249  
SISTERS, OR 97759

(541) 549-7729



surveying & engineering, inc.  
established 1977  
287 NE Second St. Ste. 100  
Pineville, OR 97754 - (541) 447-7791