

A glowing lightbulb is the central focus, with its filament illuminated and casting a warm, golden light. The background is a soft, blue-tinted gradient. On the left and right sides, there are faint, white circuit-like patterns consisting of lines and small circles, suggesting a technological or data-related theme. The overall composition is clean and modern.

# WHAT TO WATCH FOR IN DATA CENTER AND ENERGY FARM DEVELOPMENT

MEG CLARK-KILCOYNE AND JOHN LA VELLE

# INTRODUCTION



What are data centers  
and energy farms



Energy Endorsements



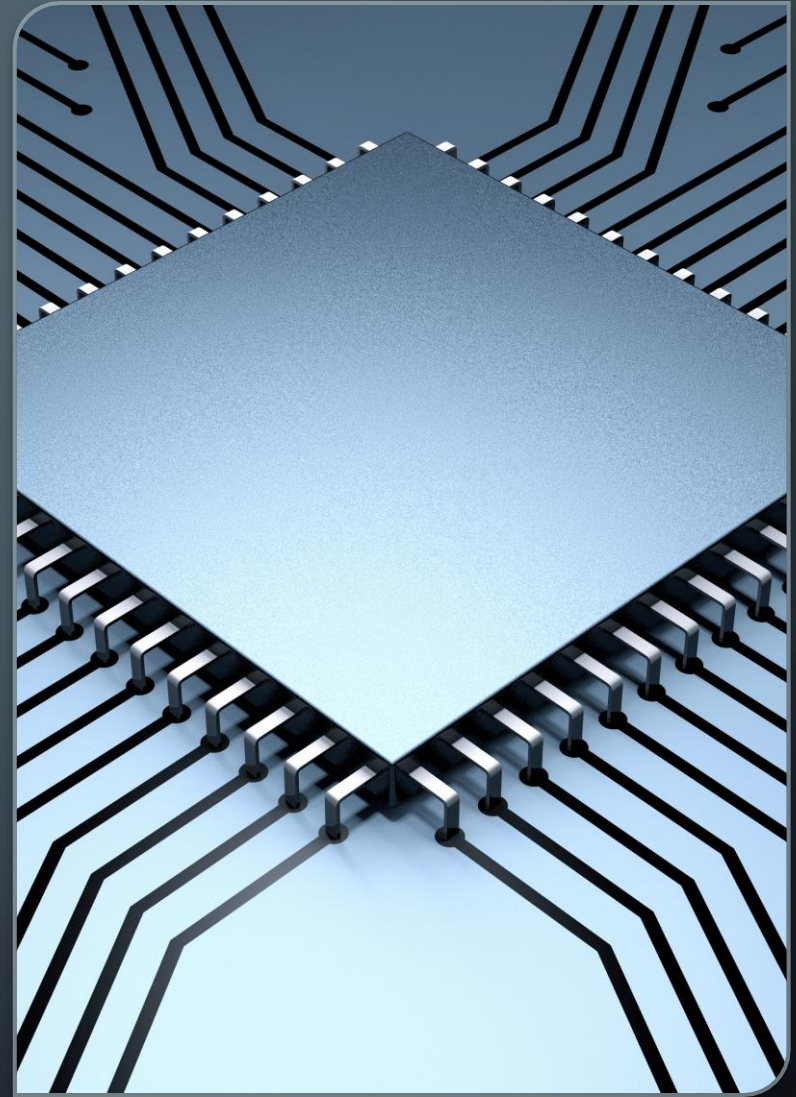
Chain of Title Issues



Red Flags Discussion

# INTRODUCTION TO DATA CENTERS AND ENERGY FARMS

- Data centers are buildings housing thousands of servers that store and process data.
  - They look like warehouses but house expensive technology
  - Sited in business friendly areas with a strong power grid and good water supply – we see new ones being built in Hillsboro (Washington County) and in Eastern Oregon
  - We also sometimes see battery energy storage systems sited nearby
- Energy farms are primarily solar and wind farms
  - Acres of solar panels
  - Miles of wind turbines
  - Sited in sunny and/or windy areas, typically in Central and Eastern Oregon and along the Columbia River Gorge









# OTIRO ENERGY ENDORSEMENTS

236-06 – Energy Project – Leasehold/Easement – Owner’s Policy

236.1-06 – Energy Project – Leasehold/Easement – Loan Policy

236.2-06 – Energy Project – Leasehold – Owner’s Policy

236.3-06 – Energy Project – Leasehold – Loan Policy

236.4-06 – Energy Project – CCR’s – Land Under Development –  
Owner’s Policy

236.5-06 – Energy Project – CCR’s – Land Under Development – Loan  
Policy

236.6-06 – Energy Project – Encroachments

236.7-06 – Energy Project – Fee Estate – Owner’s Policy

236.8-06 – Energy Project – Fee Estate – Loan Policy

**OREGON TITLE INSURANCE RATING ORGANIZATION**

## **OREGON RATING MANUAL**

**EFFECTIVE DATE: SEPTEMBER 1, 2025**

**10.236 ENERGY PROJECT – LEASEHOLD / EASEMENT – OWNER’S ENDORSEMENT  
(ALTA ENDORSEMENT FORM 36-06, 4/2/12; OTIRO END. No. 236-06)**

**ENERGY PROJECT – LEASEHOLD / EASEMENT – LOAN ENDORSEMENT  
(ALTA ENDORSEMENT FORM 36.1-06, 4/2/12; OTIRO END. No. 236.1-06)**

**ENERGY PROJECT – LEASEHOLD – OWNER’S ENDORSEMENT  
(ALTA Endorsement Form 36.2-06, 4/2/12; OTIRO End. No. 236.2-06)**

**ENERGY PROJECT – LEASEHOLD – LOAN ENDORSEMENT  
(ALTA Endorsement Form 36.3-06, 4/2/12; OTIRO End. No. 236.3-06)**

**ENERGY PROJECT – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER  
DEVELOPMENT – OWNER’S ENDORSEMENT  
(ALTA Endorsement Form 36.4-06, 4/2/12; OTIRO End. No. 236.4-06)**

**ENERGY PROJECT – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER  
DEVELOPMENT – LOAN ENDORSEMENT  
(ALTA Endorsement Form 36.5-06, 4/2/12; OTIRO End. No. 236.5-06)**

**ENERGY PROJECT – ENCROACHMENTS ENDORSEMENT  
(ALTA Endorsement Form 36.6-06, 4/2/12; OTIRO End. No. 236.6-06)**

**ENERGY PROJECT – FEE ESTATE – OWNER’S POLICY ENDORSEMENT  
(ALTA Endorsement Form 36.7-06, 12/01/14; OTIRO End. No. 236.7-06)**

**ENERGY PROJECT – FEE ESTATE – LOAN POLICY ENDORSEMENT  
(ALTA ENDORSEMENT FORM 36.8-06, 12/01/14; OTIRO END. No. 236.8-06)**

# OTHER FREQUENTLY REQUESTED ENDORSEMENTS

## ACCESS AND UTILITY ACCESS

217-06 – Verify actual vehicular access

217.2-06 – Verify utilities actually serve the property

Is access via an easement?

## MINERAL RIGHTS

235-06 – Buildings

235.1-06 – Improvements

235.2-06 – Described Improvements

235.3-06 – Land Under Development

Paragraph 4.c. allows you to fill in the exception number for any mineral exceptions NOT covered by the endorsement.

## WATER RIGHTS

241-06 – Buildings

241.1-06 – Improvements

241.2-06 – Described Improvements

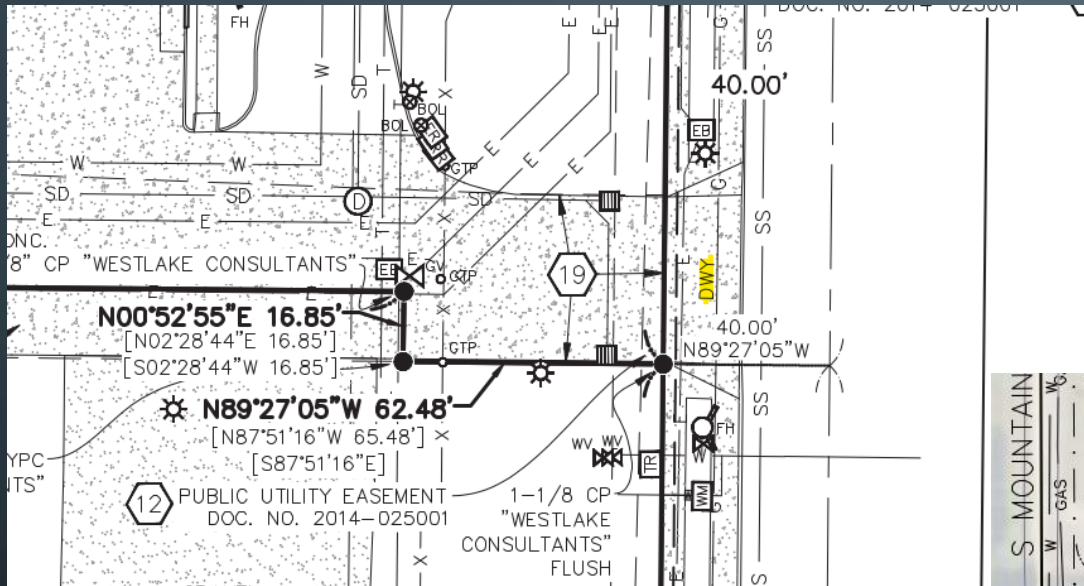
241.3-06 – Land Under Development

Paragraph 4.c. allows you to fill in the exception number for any water rights exceptions NOT covered by the endorsement.

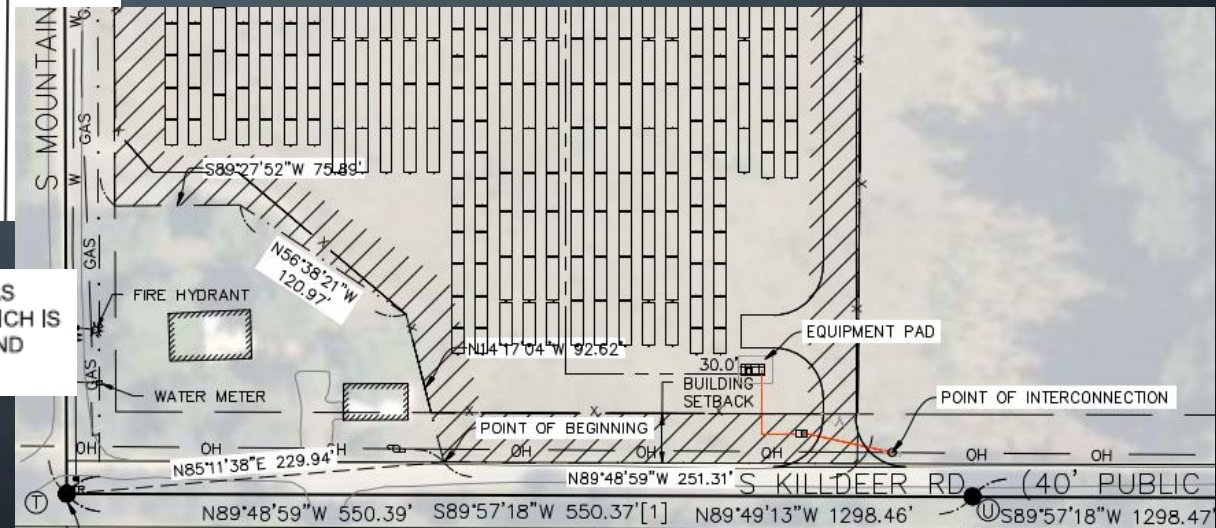
# ACCESS

Best evidence of access:

- Clearly labeled access point on a survey
- Statement on a survey confirming access

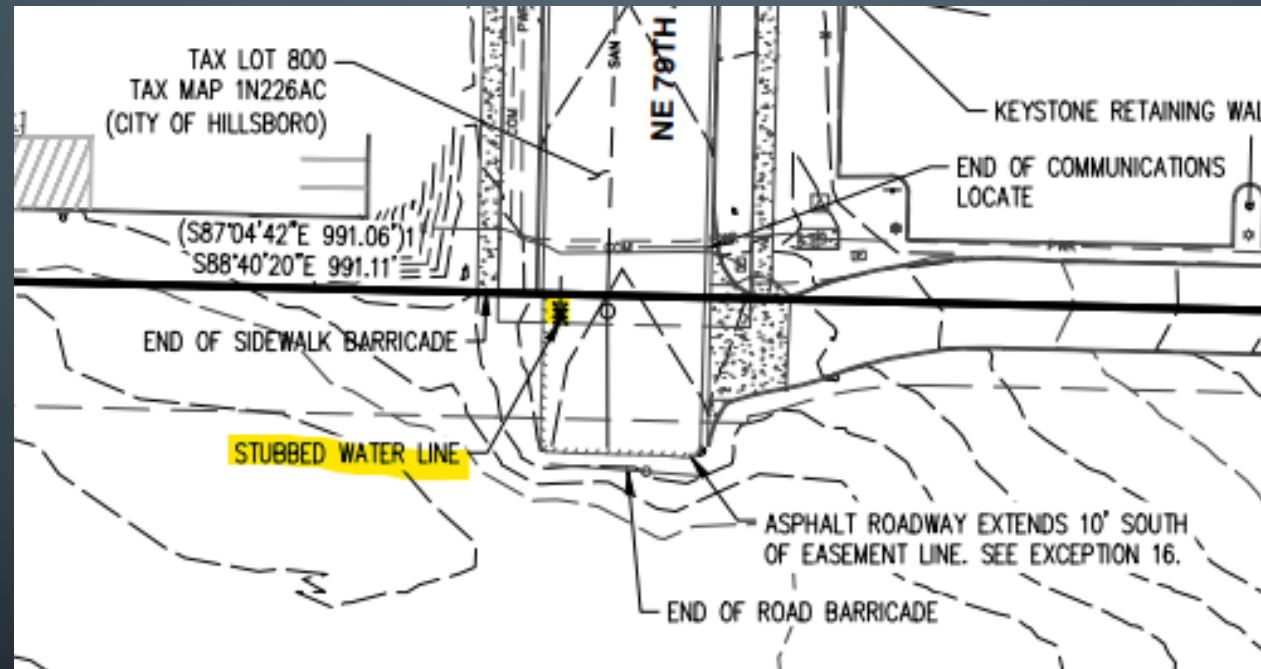


NOTE 2: THE SUBJECT PROPERTY ABUTS, WITHOUT GAPS GORES OR STRIPS, AND HAS VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM FEEDVILLE ROAD, WHICH IS VARIABLE WIDTH COMPLETED, DEDICATED AND ACCEPTED PUBLIC RIGHT OF WAY, AND HINKLE HOTEL ROAD, A PRIVATE ROAD, A VACATED COUNTY ROAD.



# UTILITY ACCESS

HOW DO YOU KNOW IF UTILITIES SERVE UNDEVELOPED LAND?



# UTILITY ACCESS FOR ENERGY FARMS

2.2. **Wind Energy Conversion Systems** EWDC may erect, relocate, maintain and operate wind energy conversion systems of any type and in such quantity as EWDC determines in its sole discretion. The exact location of such wind energy conversion systems shall be determined by EWDC in its sole discretion but EWDC shall not locate, position or place any wind turbine generator ("Turbine") within Seven Hundred Fifty (750) Feet of any occupied residence as such residence exists on the Effective Date, unless the written consent of Owner is first obtained. The term "wind energy conversion systems" includes all equipment and improvements necessary or useful for the conversion of wind energy into electricity, including, but not limited to, Turbines, steel towers, foundations and concrete pads, footings, guy wires, anchors, fences and other fixtures and facilities, maintenance, security, office and/or guest facilities, staging areas for the assembly of equipment, required lines and substation facilities to transfer power from the generators to power transmission lines, energy storage devices, and other power production equipment. All wind energy conversion systems are and shall remain the property of EWDC.

2.1. **Transmission Facilities and Roads** EWDC may erect, maintain and operate such power transmission lines, poles, anchors, support structures, underground cables, substations and interconnection facilities and associated roads for access and for installation and maintenance purposes as EWDC in its sole discretion deems to be necessary or appropriate to transmit power and transport workers, tools, material, equipment and other necessary items to and from or across the Exercise Property.

## BAKER CITY-COUNTY PLANNING DEPARTMENT



1995 Third Street, Suite 131  
Baker City, OR 97814  
Phone: (541) 523-8219  
Fax: (541) 523-5925



June 30, 2014

Re: **NOTICE OF DECISION – County Planning Department Case No. CU-14-002: A conditional use permit for Oregon Windfarms, LLC, to allow a 10MW wind energy facility, including the construction of 3.6 miles of new roads, 4-6 turbines, and a new transmission line, in the Exclusive Farm Use (EFU) zone. The properties affected by this proposal are identified as Tax Lots 100, 300 and 1000 of Township 14 South, Range 44 East, W.M., Baker County, Oregon, owned by Gary & Lois Davis. These properties are located 2± miles north of Huntington, Oregon.**

### WIRELINE CROSSING AGREEMENT

Mile Post: 387.28, Huntington Subdivision/Branch  
Location: Huntington, Baker County, Oregon

THIS AGREEMENT ("Agreement") is made and entered into as of June 21, 2015, ("Effective Date") by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Licensor") and WILLOW SPRING WINDFARM, LLC, C/O OREGON WINDFARMS, LLC, to be addressed at 3145 Geary Blvd., #723, San Francisco, California 94118 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### Article 1. LICENSOR GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate  
one overhead fiber optic wireline

### BOARD OF COMMISSIONERS FOR BAKER COUNTY, OREGON

IN THE MATTER OF:

ISSUING A DECISION TO APPROVE WITH CONDITIONS, CONDITIONAL USE PERMIT CU-13-006, TO SITE A 20MW WIND ENERGY FACILITY, TRANSMISSION LINE AND SUBSTATION IN THE EFU ZONE, OVERTURNING THE PLANNING COMMISSION'S DENIAL OF SAID PERMIT, BASED ON APPEAL AP-13-002 FROM OREGON WINDFARMS, LLC.

ORDER NO.: 2013-146

OTIRO  
235.1-06

ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. **This endorsement does not insure against loss or damage** (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; [or]
  - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances; or
  - c. **the exercise of the rights described in ( )**. \*

\* Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Order Reference: [FILL IN] ]

[Witness clause optional]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signatory]

# CHAIN OF TITLE ISSUES

- Reservations in patent deeds
- Reservations by the United States
- Reservations by railroads
- Missed easements and reservations

All the oil and gas in the land so patented, and to it, or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914, 38 Stat. 509, as supplemented; 30 U.S.C. 121-124.

A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945;

Such rights for railroad purposes as Oregon-Washington Railroad & Navigation Company, or its successors in interest, may have pursuant to right-of-way Oregon 01781, as to the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Sec. 27. Act of March 3, 1875, 18 Stat. 482; 43 U.S.C. 934-939.

Navigation Company as the same is now located, constructed and operated on, over or under said described premises, or within fifty (50) feet of same; and also reserving and excepting from said lands such as are now known or shall hereafter be ascertained; to contain coal or iron, and also the use of such surface ground as may be necessary for mining operations, and the right of access to such reserved and excepted coal and iron lands, for the purpose of exploring, developing and working the same. Together with the hereditaments and appurtenances, together with the reservations and exceptions be-

# The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at **Portland, Oregon,**

is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant **William T. Turner**

according to the provisions of the Act of Congress approved March 3, 1877 (19 Stat. 377), as amended by the Act of March 3, 1891 (26 Stat. 1096), for the following described land:

**Willamette Meridian, Oregon.**

**T. 4 N., R. 28 E.,**

**Sec. 28, NE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ .**

**The area described contains 240.00 acres,**  
according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

Now KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.

Excepting and reserving, also, to the United States all the oil and gas in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509).

There is also reserved a right-of-way for a Federal Aid Highway under 23 U.S.C. sec. 317.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the **TWENTIETH** day of **FEBRUARY** in the year of our Lord one thousand nine hundred and **SIXTY-TWO** and of the Independence of the United States the one hundred and **EIGHTY-SIXTH**.

[SEAL]

For the Director, Bureau of Land Management.

By Ruth W. Talbot  
Chief Patents Section.

Patent Number 1225144

Vol. No. 3.

## The United States of America

To all to whom these presents shall come, greeting

Northern  
PacificBranch  
Line.Oregon  
LimitsWalla  
Wall

La Grande

Oregon

Whereas, by the Act of Congress approved July 2, 1864, entitled "An act granting lands to aid in the construction of a Railroad and Telegraph Line from Lake Superior to Puget's Sound, on the Pacific Coast by the 'Northern Route' and the joint resolution of May 21, 1874, then was granted to the Northern Pacific Railroad Company, its successors and assigns for the purpose of aiding in the construction of said railroad and telegraph line and branch to the Pacific Coast, every alternate section of public land, not mineral, designated by odd numbers to the amount of twenty alternate sections per mile in each side of said railroad line, as said company may adopt through the territories of the United States, and ten alternate sections of land per mile in each side of said railroad when ever it passes through any state and whenever on the line thereof the United States have full title, not reserved, sold, granted or otherwise appropriated, and free from preemption or other claims or rights at the time the line of said road is definitely fixed, and a plat thereof filed in the office of the Commissioner of the General Land Office:

And whereas, official statements from the Secretary of the Interior have been filed in the General Land Office, showing that the Commissioner appointed by the President, under the provision of the fourth section of the first named act have reported to him that the said Northern Pacific Railroad and Telegraph Line and Branch, excepting that portion between Wallula, Washington, and Portland, Oregon, declared forfeited by the Act of September 29, 1876, have been constructed and fully completed and equipped in the manner prescribed by the act relative thereto, and the same accepted by the President:

And whereas certain tracts have been listed under the Act aforesaid by the duly authorized agent of said Northern Pacific Railroad Company, as shown by his original lists approved by the local officers and on file in this office:

And whereas, the said tracts of land lie contiguous to the constructed line of road and are particularly described as follows to-wit:

Tract of five acres and East of Willamette Meridian,  
State of Oregon.



# MINERAL RESERVATIONS

- Any grantor can reserve mineral rights in a deed – most often reserved by the US government, railroads, and timber companies
- Mineral rights encompass most things that can be mined or extracted from the land. Many reservations call out specific substance such as oil, gas, coal, iron, hydrocarbons, etc.
- Mineral rights may be transferred other than by deed – outside the public record.
- ORS 571.180 – Extinguishing dormant mineral interest



# SUBSEQUENT DEED OF MINERAL RIGHTS 1988

R 170 PAGE 695

Statutory Quit Claim Deed  
[OREGON]

140644

Grantor, **BURLINGTON NORTHERN RAILROAD COMPANY**, a Delaware corporation (formerly named Burlington Northern Inc.), whose address is 3800 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, releases and quitclaims to Grantee, **MERIDIAN MINERALS COMPANY, a Montana corporation**, whose address is 5613 DTC Parkway, Englewood, Colorado 80111, all of Grantor's right, title and interest in and to that certain real property described in Exhibit A attached hereto and by this reference incorporated herein situated in the County of Umatilla, State of Oregon, together with all after acquired title of the Grantor therein.

The true and actual consideration paid for this conveyance is \$-0-.

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

Meridian Minerals Company  
5613 DTC Parkway  
Englewood, Colorado 80111

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

BURLINGTON NORTHERN RAILROAD  
COMPANY, a Delaware corporation

R 170 PAGE 697

Document Number 35934

EXHIBIT A

To Quit Claim Deed from  
Burlington Northern Railroad Company to  
Meridian Minerals Company

PREAMBLE

By way of example only, and not by way of limitation, the interest in real estate conveyed by said Quit Claim Deed is inclusive of the following:

All ores and minerals of any nature whatsoever, including, but not limited to, coal, iron, gas occurring in coal formations to the extent the same is vented as a non-commercial substance in conjunction with coal development and extraction operations, industrial minerals, precious metals, metallic minerals, aggregates, sand and gravel, clay, uranium, rock including but not limited to rock of a unique character, and geothermal heat and waters, and all of the constituent products of all or any of the foregoing and all other substances associated or commingled therewith (excepting oil, gas and other hydrocarbons which were conveyed by Grantor to Milestone Petroleum, Inc. by Confirmation Special Warranty Deed or to Meridian Oil, Inc. by Quit Claim Deed of even date herewith), (collectively "minerals"), whether surface of subsurface in, upon, under or which may be produced from the real property described in this Exhibit "A" (collectively called "premises"), together with the right to enter upon the premises for the purposes of prospecting and exploring for said minerals by geophysical, geochemical or other means, and for the purpose of drilling, extracting, opening, mining, developing and processing said minerals by any and all methods now known or hereafter discovered (expressly including mining by strip, open pit and underground methods), the right to erect, operate and work any mining, extraction and processing facilities by any procedures whatsoever, whether the same be now known or hereafter discovered, and the right to take out, store, remove, carry away, transport and market all such minerals, and to enter upon, occupy, make use of and consume and the right to control the entry upon, occupation, use and consumption of, so much of the surface of said premises as may be necessary or useful for all such purposes, together with the right to commingle minerals or any other material produced from the premises with minerals or any other material produced from any other property, and the right to use all or any part of the premises to explore, develop, produce, remove, extract, mine, stockpile, store, market and transport minerals and any other material from the premises or from any other properties, whether contiguous or not, now or hereafter owned or controlled by Grantee and for all other purposes, and together with any and all other right and interest of Grantor, together with the tenements, hereditaments and appurtenances thereto.

**NOTICE OF CLAIM TO SEVERED MINERAL INTERESTS**

This Statement of Claim is being made for the purpose of preserving mineral interest indicated on Exhibit A, attached hereto, and made a part hereof, in the lands described on Exhibit A, located in Umatilla County, Oregon of the undersigned owner, GLACIER PARK COMPANY, a Delaware Limited Partnership whose address is P.O. Box 7500, Bartlesville, Oklahoma 74005-7500.

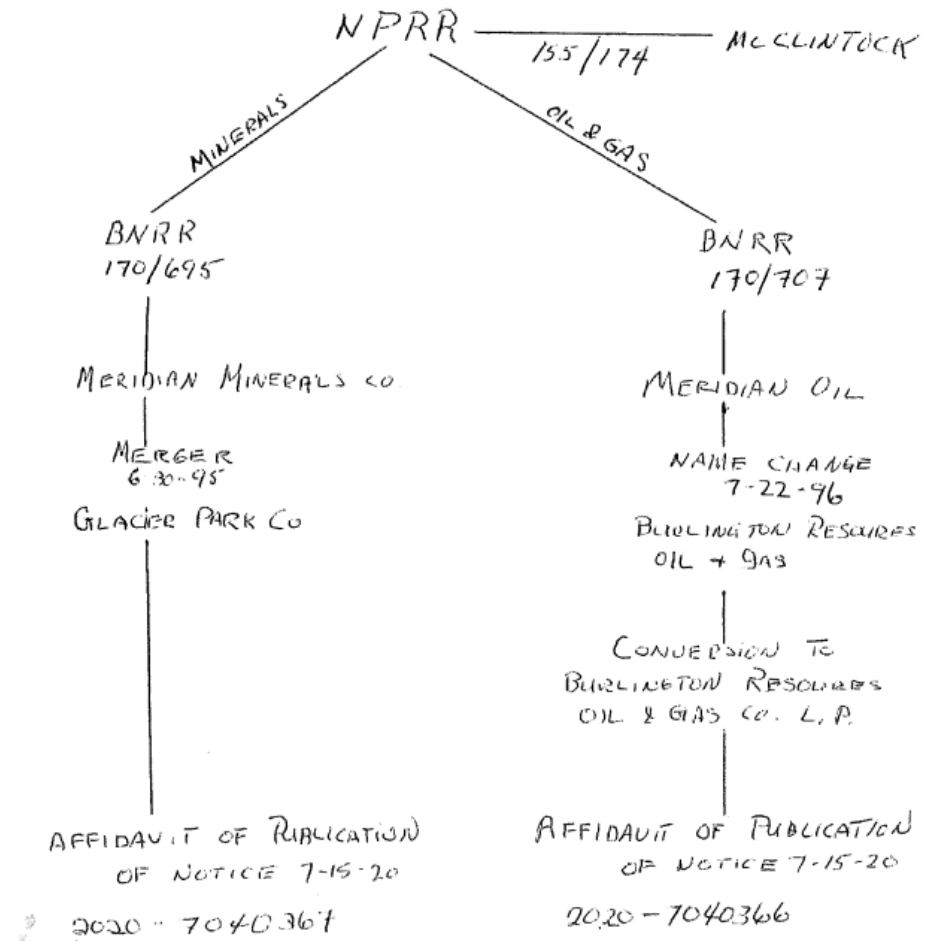
EXECUTED this 21<sup>st</sup> day of October 2025

**GLACIER PARK COMPANY**

Meridian Minerals  
Company merged  
with Glacier Park  
Company in 1995

**NOTICE OF CLAIM TO SEVERED  
MINERAL INTERESTS 2025**

# CHAIN OF MINERAL RIGHTS



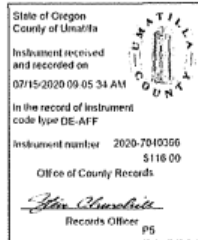
# ORS 517.180 PROCEDURE FOR EXTINGUISHING DORMANT MINERAL INTEREST

- The mineral interest must have been dormant for 30 years (no changes in ownership, no recorded statement of claim)
- Property owner must publish a notice of lapse of the mineral interest in a general newspaper for three weeks.
- If the address of the mineral interest holder is known or can be determined, the property owner must also mail them the notice of lapse.
- A copy of the notice must be recorded within 15 days of the date of last publication.
- Holder of the mineral interest has 60 days to record a statement of claim.
- If no statement of claim is recorded within the time period, the mineral interest shall be extinguished and become the property of the owner of the land.
- This procedure cannot be used when the mineral interest is held by the United States, State of Oregon, or a political subdivision of the State of Oregon.

# ORS 517.180 AFFIDAVIT OF PUBLICATION

AFTER RECORDING RETURN TO:

Seth J. King  
Perkins Coie LLP  
1120 NW Couch Street, 10th Floor  
Portland, OR 97209



AFFIDAVIT OF PUBLICATION OF NOTICE  
SENT TO BURLINGTON RESOURCES OIL & GAS COMPANY LP

STATE OF OREGON     )  
                              ) ss.  
County of Multnomah    )

I, Seth J. King, being first sworn, do depose and say as follows:

1.

I am an attorney at the law firm of Perkins Coie LLP, whose address is 1120 NW Couch Street, 10th Floor, Portland, Oregon 97209.

2.

Perkins Coie LLP prepared a Notice of Lapse of Dormant Mineral Interest on behalf of Amazon Data Services, Inc. ("Owner"), which owns the real property in Umatilla County, Oregon described on the attached Exhibit A (the "Property").

3.

Owner's title to the Property is affected by dormant mineral interests reserved by Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, formerly known as Meridian Oil Inc., a Delaware corporation ("Holder"), under that certain Statutory Quit Claim Deed recorded on September 6, 1988, at Book 170 Page 707 *et seq.*

in Umatilla County Deed Records, reserving a mineral interest in favor of Meridian Oil Inc., a Delaware corporation.

4.

A Notice of Lapse of Dormant Mineral Interest ("Notice") was published in *The East Oregonian* newspaper pursuant to ORS 517.180(4) once a week for three (3) consecutive weeks, specifically, on June 16, 2020, June 23, 2020, and June 30, 2020. A copy of the published Notice is attached to this Affidavit as Exhibit B and incorporated herein by this reference.

5.

I sent a copy of the Notice of Lapse of Dormant Mineral Interest prior to the first publication in *The East Oregonian* newspaper via first-class, postage pre-paid, U.S. mail to the Holder's last known addresses and to the last known mailing address of the Oregon registered agent of the Holder at the following addresses on June 11, 2020:

Burlington Resources Oil & Gas Company LP  
925 N Eldridge Pkwy  
Houston, TX 77079

Burlington Resources Oil & Gas Company LP  
c/o Corporation Service Company  
1177 Broadway St NE Ste 310  
Salem, OR 97301

Burlington Resources Oil & Gas Company LP  
16930 Park Row Dr  
Houston, TX 77084

Burlington Resources Oil & Gas Company LP  
c/o BROG GP LLC  
925 N Eldridge Pkwy  
Houston, TX 77079

6.

This Affidavit is made for the purpose of recording it in the Mineral and Mining Records in Umatilla County pursuant to ORS 517.180(9).

-2-

STATEMENT OF CLAIM  
TO MINERAL  
INTERESTS RECORDED  
IN SATISFACTION OF  
ORS 517.180

STATEMENT OF CLAIM TO MINERAL INTERESTS

Notice is hereby given that UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose corporate address is 1416 Dodge Street, Omaha, Nebraska 68179, is the current holder of certain mineral interests located in Deschutes County, Oregon, which were originally acquired in its own name or by the following persons:

Des Chutes Railroad Company, an Oregon corporation, with corporate offices at 1416 Dodge Street, Omaha, Nebraska 68179;

Oregon-Washington Railroad & Navigation Company, an Oregon corporation, whose corporate address is 1416 Dodge Street, Omaha, Nebraska 68179; or

Southern Extensions Railway Company, a Washington corporation (current corporate status and address unknown).

This Statement of Claim is filed in satisfaction of the requirements of Oregon Revised Statutes §517.180.

IN WITNESS WHEREOF, Union Pacific Railroad Company has caused this Statement of Claim to be executed this 1st day of October, 1985.

RAILROAD  
Abstract:

UNION PACIFIC RAILROAD COMPANY



# WATER RIGHTS

- Irrigation
- Ditches and canals belonging to the United States or a local irrigation district
- Rights of the public or the state in bodies of water
- Water boundaries

# RESERVATION OF WATER RIGHTS

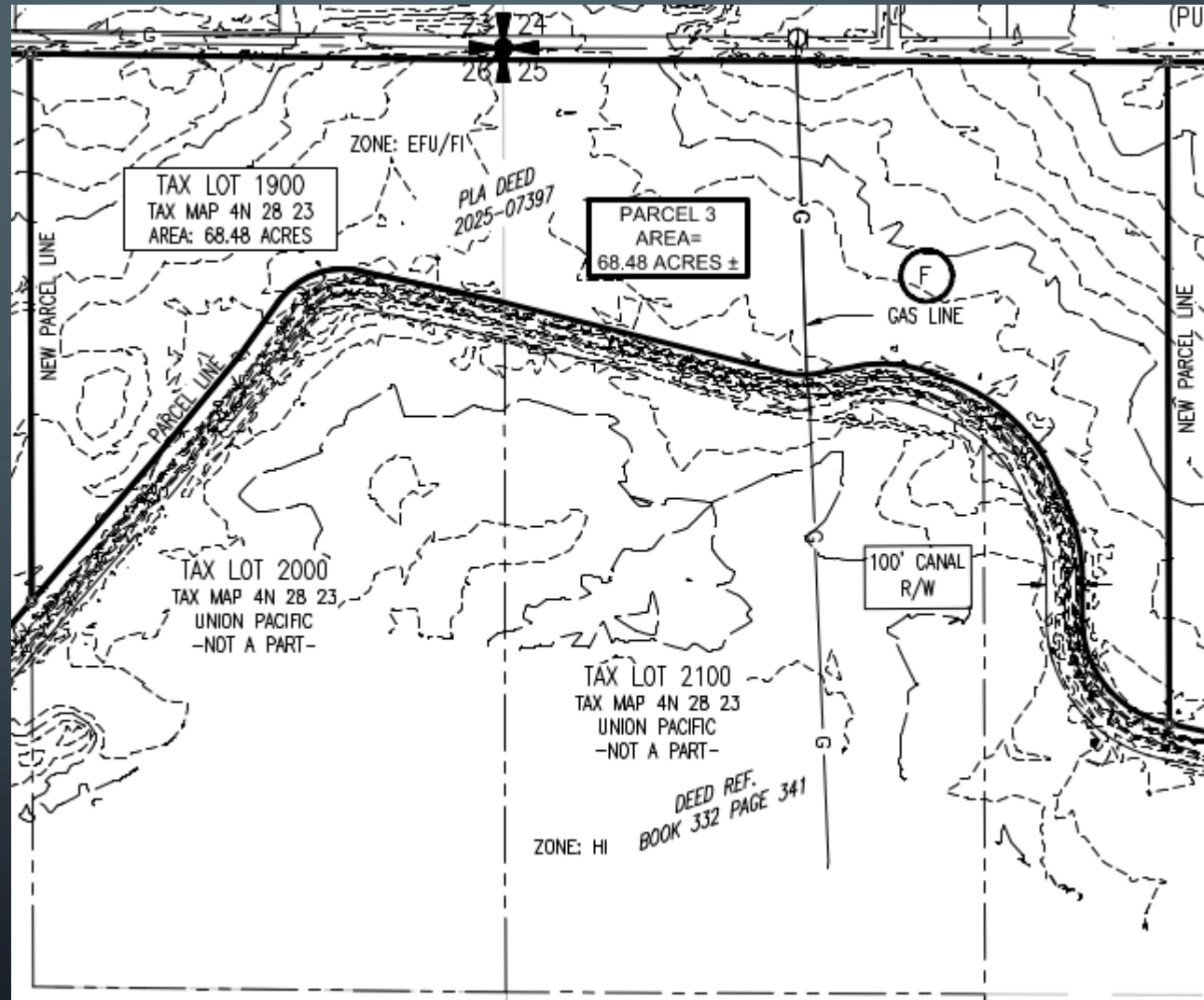
A right-of-way thereon for ditches or canals  
constructed by the authority of the United States.  
Act of August 30, 1890, 26 Stat. 391; 43 U.S.C.  
945;

# PROPERTY ABUTTING CANAL RIGHT OF WAY

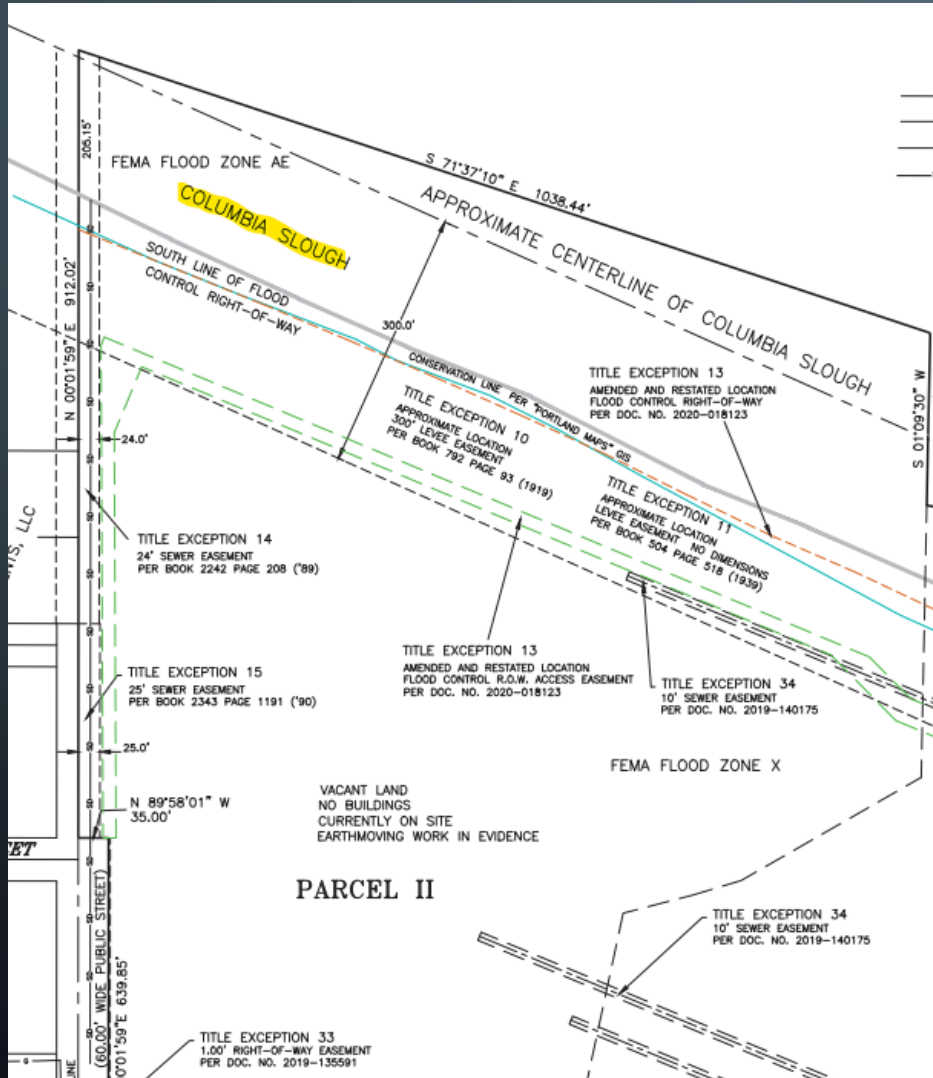
Parcel 3:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, AND THE NORTHWEST QUARTER OF SECTION 25, BOTH IN TOWNSHIP 4 NORTH, RANGE 28 EAST, W.M., UMATILLA COUNTY, OREGON, **LYING NORTH OF THE NORTHERLY RIGHT OF WAY FOR THE U.S.R.S FEED CANAL**

EXCEPT THE EAST 820.86 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 25.



# PROPERTY WITH A WATER BOUNDARY OR CROSSED BY A BODY OF WATER



## PARCEL II:

THE FOLLOWING PROPERTY IN THE LEWIS LOVE DONATION LAND CLAIM IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON:

BEGINNING AT THE NORTHEAST CORNER OF THE LEWIS LOVE DONATION LAND CLAIM; THENCE NORTH 71°31'10" WEST ALONG THE NORTH LINE OF SAID DONATION LAND CLAIM 1039.22 FEET; THENCE SOUTH ALONG THE EAST LINE OF N.E. GRAND AVENUE EXTENDED NORTHERLY AND N.E. GRAND AVENUE (25 FEET IN WIDTH) 1599 FEET, MORE OR LESS, TO THE NORTH LINE OF N.E. COLUMBIA BOULEVARD (60 FEET WIDE); THENCE SOUTHEASTERLY ALONG SAID NORTH LINE 90 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF N.E. GRAND AVENUE 220 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO V.J. FELLMAN, ET UX, BY DEED RECORDED MAY 25, 1959 IN BOOK 1956, PAGE 511; THENCE SOUTH 67°25'10" EAST 269 FEET TO THE NORTHEAST CORNER OF THE FELLMAN PROPERTY; THENCE NORTH 22°35' EAST 49 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO QUAN KIN HARRISON, ET UX, BY DEED RECORDED AUGUST 25, 1948 IN BOOK 1287, PAGE 13; THENCE SOUTH 67°25' EAST 125 FEET ALONG THE NORTH LINE OF THE HARRISON PROPERTY TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 22°35' EAST 296 FEET, MORE OR LESS, TO AN ANGLE CORNER IN THE PROPERTY CONVEYED TO AMERICAN PIPE AND CONSTRUCTION COMPANY BY DEED RECORDED JANUARY 7, 1963 IN BOOK 2149, PAGE 331; THENCE NORTH 12°09' EAST 248.8 FEET ALONG THE AMERICAN PIPE PROPERTY LINE TO AN IRON PIPE; THENCE CONTINUING ALONG SAID LINE NORTH 75°20' EAST 84.20 FEET TO AN IRON PIPE; THENCE NORTH 73°16' EAST 57.6 FEET TO AN IRON PIPE; THENCE NORTH 60°11' EAST 165.27 FEET TO AN IRON PIPE AT THE EDGE OF THE SLOUGH; THENCE CONTINUING ON THE SAME COURSE 85.0 FEET, MORE OR LESS, TO THE EAST LINE OF THE LEWIS LOVE DONATION LAND CLAIM; THENCE NORTH 1°09'30" EAST ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A STRIP OF LAND BEING 35 FEET IN WIDTH, AND LYING EASTERLY OF AND ADJACENT TO THE EAST LINE OF LOVES ADDITION, AND EXTENDING FROM THE NORTHERLY LINE OF N.E. COLUMBIA BOULEVARD TO THE EASTERLY EXTENSION OF THE NORTH LINE OF VACATED N.E. MCCLELLAND STREET, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON, AS DESCRIBED IN THE DEED TO THE CITY OF PORTLAND, RECORDED FEBRUARY 21, 1978 IN BOOK 1243, PAGE 697.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF PORTLAND FOR STREET OR HIGHWAY IN DEED RECORDED JUNE 1, 1990 IN BOOK 2308, PAGE 331, RECORDS OF MULTNOMAH COUNTY.

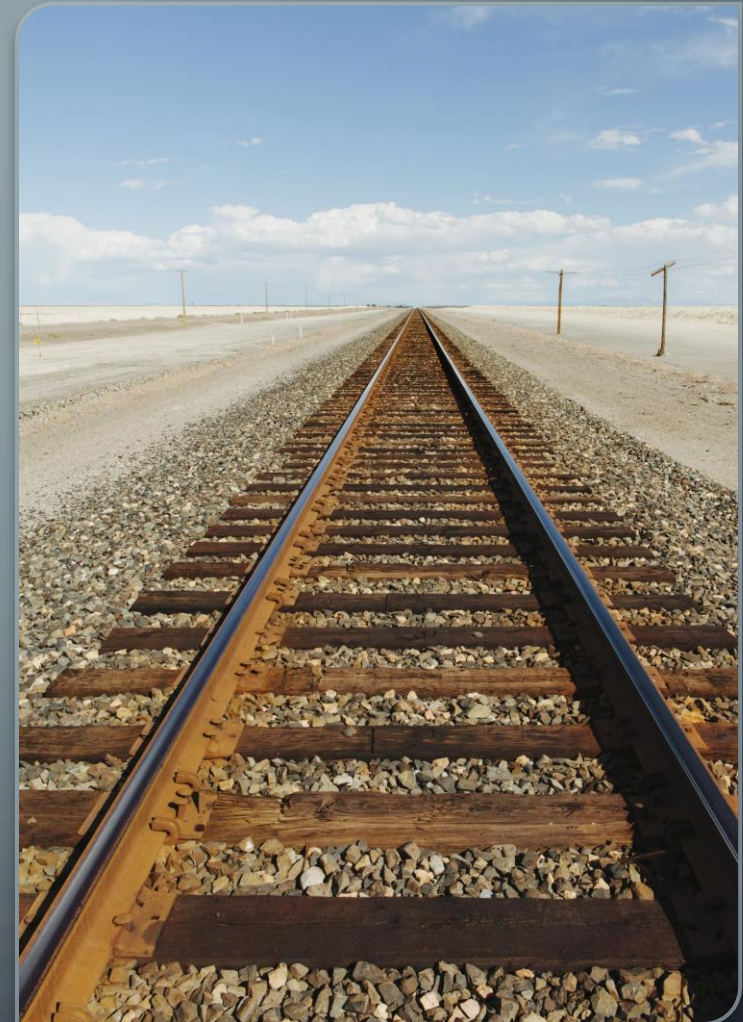
ALSO EXCEPTING ANY PORTION WITHIN THE PRESENTLY EXISTING N.E. COLUMBIA BOULEVARD.

ALSO EXCEPTING THEREFROM ALL THAT PORTION LYING BELOW THE HIGH WATERLINE OF THE COLUMBIA SLOUGH.

ALSO EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN EASEMENT FOR RIGHT-OF-WAY PURPOSES TO THE CITY OF PORTLAND, RECORDED MAY 24, 2019 AS NO. 2019-052317, RECORDS OF MULTNOMAH COUNTY.

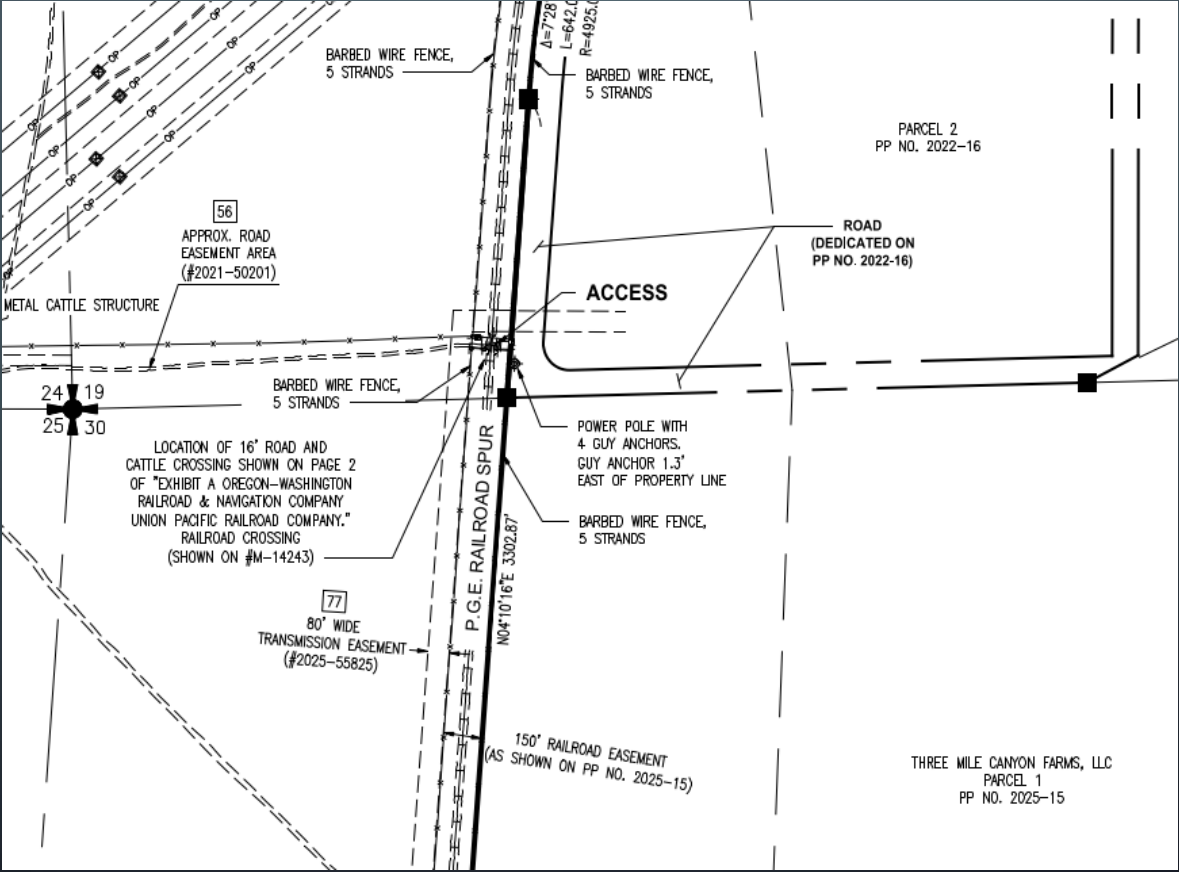
# RAILROAD ISSUES

- What rights do railroads have in the land?
  - Fee \* Easement \* Right of way
- Does the property line abut the railroad right of way or cross it?
- What easement rights, if any, does the railroad have in the abutting land?
- The Act under which the railroad was built may determine what rights the railroad was granted.
- If the railroad crosses the property or lies between the property and the public road, does the property owner have the right to cross it?
- Railroad in the chain of title – look for mineral reservations



# RAILROAD CROSSING ISSUE

ACCESS ACROSS TRACK  
IS THERE AN ACCESS EASEMENT OR PERMIT?



# RAILROAD CROSSING ISSUE



Property owner ended up getting an easement across a neighbor's land for alternative access

# SAMPLE RAILROAD CROSSING AGREEMENT

Form Approved, AVP-Engineering 3/01/01

LEASE AUDIT NO: 3118

RELMIS: FD-756.42-X

## PRIVATE ROADWAY AGREEMENT

This Agreement, made this 8<sup>th</sup> day of August 2001, between PORTLAND & WESTERN RAILROAD, INC., a New York corporation ("Railroad") a lessee of SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("Lessor"), and Gestring Enterprises, Inc. an Oregon corporation, to be addressed at: 8920 SW Hall Blvd. Beaverton OR 97005, ("Licensee")

### WITNESSETH:

In consideration of Five Hundred and No/100 DOLLARS (\$500.00) paid by Licensee, Railroad hereby permits Licensee (subject to the provisions hereof) to maintain and use a private roadway across the tracks and upon property of Railroad at Mile Post 756.42 at or near St. Marys Station, Tillamook District, County of Washington, State of Oregon, in the location shown on the attached print marked Exhibit "A".

1. The permission herein granted is subject to all licenses, leases, agreements, encumbrances and claims of title affecting said property of Railroad. Said roadway shall be a private one and shall not be for public use. Railroad reserves the right to construct, reconstruct, maintain and use existing and future transportation, communication and pipeline facilities in, upon, over, under, across and along said roadway.
2. Licensee, at Licensee's expense and to the satisfaction of Railroad, shall:
  - a. Maintain said roadway in a good and safe condition;

10. Licensee agrees to release, investigate, indemnify and defend Railroad from and against all liability, costs and expenses for loss of or damage to property of either party hereto or of third persons, and for injuries to or deaths of Licensee or the agents, employees or invitees of Licensee or third persons or the employees of Railroad caused by or arising out of the presence, construction, reconstruction, maintenance, use or removal of said roadway, regardless of any negligence or alleged negligence, active, passive or otherwise, on the part of any employee of Railroad.

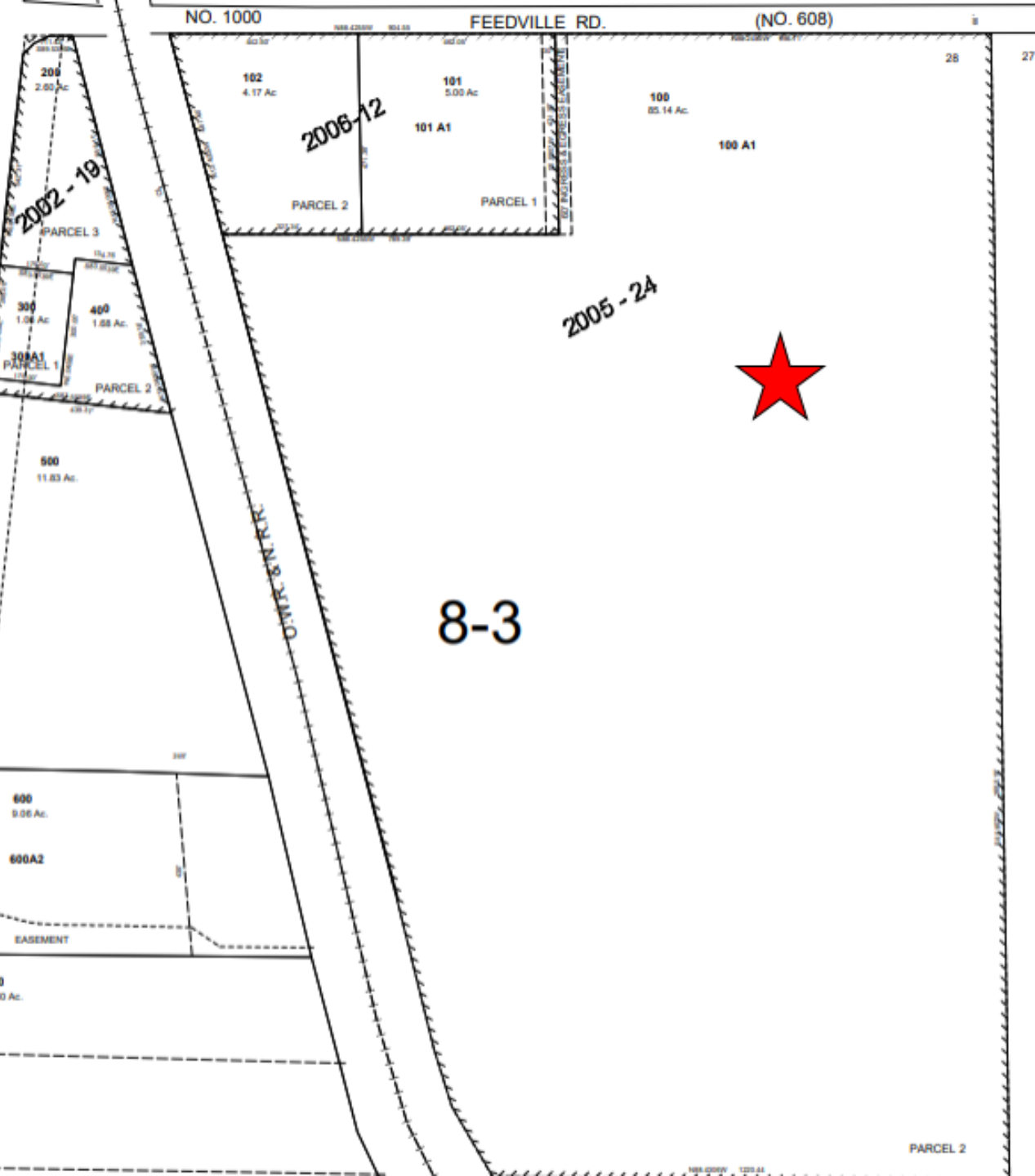
The word "Railroad" as used in this section shall include the successors, assigns and affiliated companies of Railroad, and any other railroad company that may be lawfully operating upon and over the tracks crossing or adjacent to said roadway, and the officers and employees thereof.

11. This Agreement is effective as of the date first herein written and may be terminated by either party hereto by giving thirty (30) days' notice to that effect to the other party. If licensee makes default in respect to any covenant or condition on Licensee's part hereunder, Railroad

Form Approved, AVP-Engineering 3/01/01

may forthwith terminate this Agreement by notice to Licensee. Termination of this Agreement by either party shall not relieve or release Licensee from any liability incurred prior to such termination.

12. Provisions hereof notwithstanding, Railroad reserves the right to perform, at Licensee's expense, all or any portion of work required in connection with the construction, maintenance, use and removal of said roadway. If Railroad is to perform any work, Licensee shall deposit with Railroad the estimated cost thereof and, after completion of such work, the difference between the actual cost to Railroad, and such deposit shall be promptly paid by Licensee or refunded by Railroad, as the case may be.



# WHEN PROPERTY ABUTS RAILROAD RIGHT OF WAY

- ★ You may need to go back to the deed into the railroad to confirm what the railroad actually owns.
- ★ Does the railroad have any easements which burden the abutting land?

# ADDITIONAL CONSIDERATIONS

- Complex ownership structures
- Requests for non-imputation coverage
- Options to Lease and Recorded Memoranda
- Multiple sellers or grantors





## CONTACT DETAILS

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[John.LaVeille@ctt.com](mailto:John.LaVeille@ctt.com)