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MORTGAGE

THIS MORTGAGE, made this 31st day of May, Nineteen Hundred and Eighty-Four (1984), by and between BROOKS RESOURCES CORPORATION, hereinafter called "Mortgagor," and FIRST INTERSTATE BANK OF OREGON, N.A., hereinafter called "Mortgagee,"

## W I T N E S S E T H :

That Mortgagor does hereby grant, bargain, sell, convey and confirm unto Mortgagee, its successors and assigns, forever, all the following described real property lying and being in the Counties of Klamath and Deschutes, State of Oregon, and described on Exhibit A which is attached hereto and is by this reference incorporated herein, together with all and singular the tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining, and all improvements now or hereafter thereon, together with storm and screen windows and doors, gas, steam, plumbing, electric, toilet and other fixtures now or hereafter a part of, or used in connection with any building thereon and together with trellises, pumps, sprinkler systems, pumping stations, motors, engines, reservoirs, pipes and flumes or other equipment now or hereafter used for the production of water thereon or for the irrigation or drainage thereof, and the reversions, remainders, rents, issues and profits thereof, and also hereby releasing and waiving all rights under and by virtue of any homestead, stay, appraisement and exemption laws now in force, or which may hereafter become laws, and together with all the rights to the use of water for irrigating said premises and for domestic use thereon to which Mortgagor, or the premises hereby conveyed, is now or may hereafter become entitled, or which now are or may hereafter be used on said premises, however the same may be evidenced, and together with all shares of stock or shares of water in any ditch or irrigation company which in any manner entitles Mortgagor to water for irrigating or domestic purposes upon said premises; all of the foregoing is included in and hereinafter called the "mortgaged property."

TO HAVE AND TO HOLD the said mortgaged property unto Mortgagee, its successors and assigns, forever.

And Mortgagor hereby covenants with Mortgagee that Mortgagor is lawfully seized in fee simple of the mortgaged property, that Mortgagor has good right and lawful authority to encumber or sell and convey the same, that the mortgaged property is free from all encumbrances, that

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Mortgagee shall quietly enjoy and possess the same, and that Mortgagor will forever warrant and defend the title to the mortgaged property unto Mortgagee against any and all lawful claims of all persons whomsoever, except for the encumbrances and interests described in Exhibit B which is attached hereto and is by this reference incorporated herein.

This mortgage secures:

(i) Payment and performance of Mortgagor's promissory note dated January 18, 1982, payable to the order of Mortgagee in the original amount of \$6,966,821.12, together with interest thereon (and any renewals or extensions or modifications thereof) which has a present principal balance of \$4,377,973.00 and as modified, pursuant to Modification of Mortgage Agreements dated December 9, 1982 and of even date herewith, is payable in full on March 31, 1986;

(ii) Payment and performance of Mortgagor's promissory note of even date herewith, payable to the order of Mortgagee in the amount of \$10,000,000.00, together with interest thereon (and any renewals or extensions or modifications thereof) which is payable in full on March 31, 1986, and which evidences obligations of Mortgagor to Mortgagee on a Revolving Credit Commitment, pursuant to a credit agreement ("Credit Agreement") between Mortgagor and Mortgagee dated July 1, 1981 and amended by amendments dated June 10, 1982 and of even date herewith; and

(iii) Repayment of any further sum or sums advanced or paid by Mortgagee to or for the account of Mortgagor as herein provided.

And Mortgagor hereby covenants and agrees to and with Mortgagee, its successors and assigns, as follows:

1. To pay unto Mortgagee, its successors and assigns, the indebtedness evidenced by said notes together with all installments of principal and/or interest payable by the terms thereof according to the tenor and effect of said notes, and to pay all other sums that may hereafter be or become owing by Mortgagor to Mortgagee as provided for herein, together with interest thereon at the applicable rate set forth in said notes or herein specified with respect thereto, in lawful money of the United States of America.

2. To keep the mortgaged property in good condition and repair, to keep in good cultivation the land described in this mortgage, not to commit nor permit any waste on the mortgaged property, to comply with all laws, rules and regulations made by governmental authority and applicable to the mortgaged property, to keep the mortgaged property free from statutory liens of every kind, and not to do nor to permit to be done anything which shall impair the security by this mortgage created.

3. (a) To pay, before they become delinquent, all taxes, assessments and excises of every type or nature that may be levied, assessed or imposed upon the mortgaged property, or any part thereof, and

(b) To pay, before they become delinquent, all taxes, assessments and excises of every type or nature that may be levied, assessed or imposed upon this mortgage or the interest of Mortgagee hereunder or upon any note or indebtedness secured hereby, notwithstanding any law heretofore or hereafter enacted imposing payment of the whole or any part of the aforesaid taxes, assessments and excises upon Mortgagee, provided however, that the total amount so paid for any such taxes, assessments and excises pursuant to this subparagraph (b) together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in the state wherein these mortgaged premises are situated and further provided that in the event of the passage of any law or regulation levying, assessing or imposing any such taxes, assessments or excises referred to in this subparagraph (b), which by reason of the operation of this subparagraph (b) would result in requiring Mortgagee to pay any part of such taxes, assessments or excises, the entire indebtedness secured by this mortgage shall thereupon become immediately due and payable at the option of Mortgagee.

4. To keep the premises insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement, and such other risks and perils as Mortgagee in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the premises are situated, shall be issued by a company or companies approved by Mortgagee, and shall as Mortgagee may reasonably require, shall be in form satisfactory to, and with loss payable to, Mortgagee. Whenever required by Mortgagee in writing mailed to Mortgagor at Mortgagor's last address known to Mortgagee, such policies shall be delivered immediately to and held by Mortgagee. Any and all

amounts received by Mortgagee under any of such policies may be applied by Mortgagee on the indebtedness secured hereby in such manner as Mortgagee may, in its sole discretion, elect or at the option of Mortgagee, the entire amount so received or any part thereof may be released. Neither the application nor the release of any such amounts shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice. Upon foreclosure hereof or other acquisition of the premises or any part thereof by Mortgagee, such policies shall become the absolute property of Mortgagee.

5. In case of failure to pay aforesaid taxes, assessments and excises required by Mortgagor to be paid before the same become delinquent or any interest or penalty accrues thereon, or to effect aforesaid insurance and deliver the policy or policies as aforesaid, or in case there exists or shall arise at any time any claim, lien or encumbrance on the mortgaged property, or any part thereof, which is prior to this mortgage, or in case there shall exist at any time during the continuance of this mortgage any statutory lien on the mortgaged property, or any part thereof, Mortgagee may pay such taxes, assessments and excises or effect such insurance, or pay such claim, lien, encumbrance or statutory lien, and the sum or sums so advanced, including cost of evidence of title, shall immediately be due and payable and shall, with interest thereon, at the same rate per annum as is and will be accruing on the principal balance owing on Mortgagor's promissory notes which are secured hereby and is above described, from time of payment, be deemed to be secured hereby.

6. Mortgagee may appear in or defend any action or proceeding at law or in equity, purporting to affect the security hereof, and in such event Mortgagee shall be allowed and paid, and Mortgagor hereby agrees to pay, all costs, charges and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, incurred in any such action or proceeding in which Mortgagee may appear.

7. Mortgagor agrees to maintain the farm use and forest lands classification of the mortgaged property on the tax roll.

8. That all judgments, awards of damages and settlements, hereafter made as a result of or in lieu of any condemnation or other proceedings for public use of, or any damage to, said premises or the improvements thereon and any award for change in grade of streets are hereby assigned and shall be paid to Mortgagee. Mortgagor agrees to execute

such further assignments of any such award, judgment or settlement as Mortgagee may require, and to deliver to Mortgagee all proceeds of any such award, judgment or settlement which may be received by Mortgagor. Mortgagee may apply any and all such sums on the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount so received by it or any part thereof may be released. Neither the application nor the release of any such sums shall cure or waive any default.

9. In case of default in the payment of the indebtedness evidenced by said notes or any installment of the said principal sum and/or interest thereon, or any part thereof, or in the repayment of any disbursement authorized by the terms of this mortgage and actually made by Mortgagee, Mortgagee may at once proceed to foreclose this mortgage for the amount due, or in case of default as aforesaid, or in the event of the violation, nonperformance or breach of any of the covenants, conditions, agreements or warranties herein or in said promissory notes contained, or if an event of default shall occur under the Credit Agreement or if any representation or warranty herein shall prove to have been false in any material respect upon the date when made, or if Mortgagor shall assign or attempt to assign the rents, issues or profits or any part thereof of the property mortgaged hereby without the written consent of Mortgagee, or in case of the actual or threatened demolition or removal of any building on or to be erected upon the mortgaged property, the entire principal sum of said notes hereby secured and the whole amount of all indebtedness owing by or chargeable to Mortgagor under any provision of this mortgage or intended to be secured hereby shall, at the election of Mortgagee, become immediately due and payable without notice although the time expressed in said notes for the payment thereof shall not have arrived and suit may immediately be brought without notice to Mortgagor, and a decree be had to sell the mortgaged property, or any part or parts thereof, either together or in parcels, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the monies arising from such sale to repay the said indebtedness including both principal and interest, together with the costs and charges in making such sale and of suit for foreclosure and also the amounts of all sums advanced or paid by Mortgagee to or for the account of Mortgagor, with interest thereon, as herein provided, including such payments of liens, taxes or other encumbrances as may have been by Mortgagee by reason of the provisions herein given, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to Mortgagor.

10. In case suit or action is commenced to foreclose this mortgage, Mortgagee shall be entitled to the appointment of a receiver as a matter of right, whether or not the apparent value of the mortgaged property exceeds the amount of the balance due hereunder, and any receiver appointed may serve without bond. Employment by the Mortgagee shall not disqualify a person from serving as receiver. Upon taking possession of all or any part of the mortgaged property, the receiver may:

a. Use, operate, manage, control and conduct business on the mortgaged property;

b. Make expenditure for all maintenance, renewals, replacements, alterations, additions and improvements to the mortgaged property as in its judgment are proper;

c. Insure and reinsure the mortgaged property and all risks incidental to its possession, operation and management of such properties;

d. Collect the revenues and income from the mortgaged property and apply such sums to the expenses of use, operation and management in such priority as the receiver deems appropriate. Mortgagor shall promptly turn over to the receiver all documents, books, records, papers and accounts, together with the amount of any deposits, rentals and use fees from any tenant or other user. The receiver may appear in any proceeding or bring suit on the Mortgagor's behalf, as necessary, to enforce obligations of any tenant or other user, including actions for the recovery of rent and actions in forcible detainer;

e. Cancel or terminate any lease or agreement for any cause for which Mortgagors would be entitled to cancel the same;

f. Elect to disaffirm any lease or agreement which is then subordinate to the lien of this mortgage;

g. Extend or modify any lease and make any new lease on any portion of the mortgaged property. Any such instruments shall be binding upon Mortgagor and all persons whose interests in such properties are subordinate to the lien of this mortgage, and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge or indebtedness, satisfaction of the foreclosure decree or issuance of any certificate of sale or deed to any purchaser;



h. Complete any construction in progress on the mortgaged property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as the receiver deems appropriate.

If the revenues and income are insufficient to pay expenses, the receiver may borrow, from Mortgagee (if Mortgagee, in its sole discretion, agrees to loan) or otherwise, such sums as the receiver deems necessary for the purposes stated in this paragraph. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same rate per annum as is and will be accruing on the principal balance owing on Mortgagor's promissory notes which are secured hereby and are above described, but not in any event greater than the maximum rate of interest permitted by law. Such sums shall become a part of the balance secured by this mortgage and shall be payable by Mortgagor on demand.

11. Upon the commencement of any proceedings to collect the indebtedness or disbursements secured hereby, or any part thereof, by foreclosure of this mortgage or otherwise, there shall become due, and Mortgagor agrees to pay, in addition to the costs and charges allowed by law, a reasonable sum as and for an attorney's fee as an additional indebtedness hereunder and under the notes secured hereby and it is agreed that this mortgage shall stand as security therefor. It is also agreed that Mortgagor will pay any amount Mortgagee may incur or pay for any abstract or continuation of abstract of title, certificate or insurance of title or other evidence of title subsequent to this date on any of the mortgaged property, and this mortgage shall secure payment thereof.

12. Mortgagor further covenants and agrees, that in the event of a sale of the mortgaged property, or any part or parts thereof, under and by virtue of the provisions of this mortgage, the purchaser or purchasers thereof shall have immediate and peaceable possession of the same and that if Mortgagor remains in possession after the effective date of such sale, such possession shall be construed as a tenancy at sufferance only, giving unto the purchaser all remedies, by way of summary possession or otherwise, conferred by law in such case.

13. That Mortgagor hereby assigns and transfers as additional security to Mortgagee all damages, royalties and revenues of every kind, nature and description whatsoever that Mortgagor may be entitled to receive from any person, company or corporation owning or having or hereafter acquiring a right to the oil, gas or mineral rights and

reservations of the premises above described, with the right in Mortgagee to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Mortgagee may demand, sue for and recover any such payments but shall not be required to do so.

14. Upon request of Mortgagor, Mortgagee may hereafter, at its option, at any time before full payment of this mortgage, make further advances to or for the account of Mortgagor and any such further advances, with interest, shall be secured by this mortgage and shall be evidenced by an additional note then to be given by Mortgagor or Mortgagee payable on or before the maturity of the indebtedness secured by this mortgage and bearing such other terms as Mortgagee may require. Mortgagor does covenant and agree to advances made as aforesaid with interest, that such further advances and each note evidencing the same shall be secured by this mortgage, and that all of the covenants and agreements in this mortgage contained shall apply to such advances as well as to the original principal sum and all other indebtedness secured hereby; provided, further, that nothing herein contained shall be deemed to affect, impair or limit the right of Mortgagee, without request by Mortgagor, to exercise any rights or powers elsewhere in this mortgage given to protect the security by making advances to pay taxes, assessments, insurance or otherwise, nor shall anything herein contained limit the amount that shall be secured by this mortgage if such amount is increased by advances so made by Mortgagee to protect the security.

15. That, without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said notes, and without notice or consent:

a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;

b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;



c. Exercise or refrain from exercising or waive any right Mortgagee may have;

d. Accept additional security of any kind;

e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

16. The invalidity or inapplicability of any one or more covenants, conditions, agreements, phrases, clauses, sentences or paragraphs of this mortgage shall not affect the remaining portions of the mortgage or any part thereof, and in such event this mortgage shall be construed as if such invalid or inapplicable covenants, conditions, agreements, phrases, clauses, sentences or paragraphs, if any, had not been inserted herein. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, legatees, devisees, executors, administrators, successors and assigns of the parties hereto. Whenever used herein, the singular numbers shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. This mortgage shall be construed to be applicable to and include a corporation or corporations that may be a party or parties hereto.

17. Mortgagor agrees to comply with the terms and conditions of Section 4 of the Credit Agreement so long as any indebtedness secured by this mortgage remains unpaid and whether or not the Credit Agreement has expired or been terminated.

18. Mortgagor represents and warrants that:

a. The borrowing evidenced by the promissory notes secured hereby and above described will not contravene any provision of law or of the charter or bylaws of the Mortgagor or any other agreement binding upon Mortgagor.

b. The Mortgagor has been duly organized, is validly existing and in good standing under the laws of its state of incorporation; has the corporate power and authority to own its properties and assets and to carry on its business as now being conducted; is qualified to do business in every jurisdiction where such qualification is necessary; and has the corporate power to execute, deliver and perform this mortgage and the promissory note secured hereby and above described.

c. The execution and delivery of this mortgage and the promissory notes secured hereby and above described by the Mortgagor have been authorized by proper corporate proceedings of the Mortgagor.

d. The consolidated balance sheet of the Mortgagor and subsidiaries as at March 31, 1984, and the related statements of consolidated earnings, consolidated shareholders' equity and consolidated sources and uses of cash and marketable securities for the year through that date, certified by Mortgagor's chief financial officer, copies of all of which have been delivered to the Mortgagee, fairly present the financial condition of the Mortgagor and its consolidated subsidiaries at such date and the results of their operations for such period, and no material adverse change has occurred in the financial condition of the Mortgagor and its consolidated subsidiaries since March 31, 1984.

e. There is no litigation pending or, to the best of knowledge of its officers, threatened against the Mortgagor or any of its subsidiaries which will substantially adversely affect the ability of the Mortgagor to perform its obligations hereunder, nor will the execution or performance of this mortgage and the promissory note secured hereby and above described violate the terms of any order of any court.

f. The Mortgagor is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System) and no part of the proceeds of the loan evidenced by the promissory note secured hereby and above described will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock; the borrowings secured by this mortgage do not and will not violate Regulation X of the Board of Governors of the Federal Reserve System.

IN TESTIMONY WHEREOF, Mortgagor has set his hand and seal the day and year first above written.



Page 10 MORTGAGE

BROOKS RESOURCES CORPORATION

By William R. Walker Chairman/President

By Charles R. Smith Treasurer/Controller

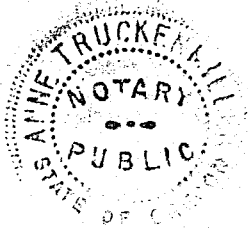
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STATE OF OREGON           )  
                                  : ss.  
County of Deschutes       )

The foregoing instrument has been acknowledged before me this 31st day of May, 1984, by Michael P. Hollern and W. Douglas Caudell, the Chairman of Board/Pres and Treasurer/Controller of Brooks Resources Corporation on behalf of the corporation.

(NOTARIAL SEAL)

*Anna Puchanilla*  
Notary Public for Oregon  
My Commission expires: 12-15-88



PARCEL 1 (Awbrey Butte).

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In Township 17 South, Range 11 East of the Willamette Meridian, City of Bend,  
Deschutes County, Oregon:

Section 24: The Northeast Quarter, the East Half of the Northwest Quarter,  
the East Half of the Southwest Quarter and the Southeast Quarter.

EXCEPT the following described parcel: Beginning in the Northeast corner of  
the Northwest Quarter of the Northeast Quarter of said Section 24; thence  
South along the East line of said Northwest Quarter of the Northeast Quarter,  
a distance of 500 feet to a point; thence West parallel to the North line of  
said Northwest Quarter of the Northeast Quarter, a distance of 500 feet to a  
point; thence Southwesterly to the Southwest corner of the Southeast Quarter  
of the Northwest Quarter of said Section 24; thence North along the West  
line of the East Half of the Northwest Quarter of said Section 24 to the  
Northwest corner of the Northeast Quarter of the Northwest Quarter of said  
Section 24; thence East along the North line of said Section 24 to the point  
of beginning.

ALSO EXCEPT the land as shown on the official plat of Awbrey Meadows,  
Deschutes County, Oregon.

ALSO EXCEPT that portion of said Section 24, as described in the deeds  
recorded February 4, 1977, in Book 244, Page 940, Deed Records, and recorded  
April 21, 1983, in Book 11, Page 501, Official Records.

Section 25: The Northeast Quarter and the Northeast Quarter of the Northwest  
Quarter.

EXCEPT that portion of said Section 25, as described in the deeds recorded  
June 28, 1972, in Book 186, Page 35, Deed Records, recorded February 7, 1973,  
in Book 192, Page 389, Deed Records, May 24, 1973, in Book 195, Page 715, Deed  
Records, February 1, 1974, in Book 202, Page 856, Deed Records, and January  
2, 1975, in Book 214, Page 724, Deed Records.

In Township 17 South, Range 12 East of the Willamette Meridian, City of Bend,  
Deschutes County, Oregon:

Section 18: That portion of the Southwest Quarter of the Southeast Quarter  
of Section 18, lying South of the Deschutes River.

Section 19: The North half of the Northeast Quarter, the Southwest Quarter  
of the Northeast Quarter, the Northwest Quarter and the South Half.

EXCEPT the East 30 feet of the Northeast Quarter of the Northeast Quarter of  
said Section 19.

ALSO EXCEPT that portion of said Section 19, lying Northerly from the  
Deschutes River.

CONTINUED

EXHIBIT A (Page 1 of 18)

ALSO EXCEPT the land as shown on the Official Plat of Awbrey Meadows, Deschutes County, Oregon.

ALSO EXCEPT that portion of said Section 19, as described in the deed recorded April 21, 1983, in Book 11, Page 501, Official Records.

Section 19: A strip of land over and across a portion of the Southeast One-Quarter of the Northeast One-Quarter (SE-1/4 NE-1/4) of Section Nineteen (19), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon; the aforesaid strip of land being 60.00 feet in width, lying 30.00 feet on either side of the following described centerline:

COMMENCING at the Northeast corner of said Section 19; thence South 00°11'54" West along the East line of said Section, 1319.14 feet to the North one-sixteenth corner between said Sections 19 and 20; thence leaving said line North 89°36'28" West along the North line of said SE-1/4 NE-1/4, 540.23 feet to the true point of beginning of this description, said point also being on the centerline of said road right-of-way; thence leaving said North line along said centerline along the arc of a 706.49 foot radius curve left, 45.85 feet, the chord of which bears South 61°11'42" West, 45.84 feet; thence South 59°20'10" West, 292.88 feet; thence along the arc of a 1517.83 foot radius curve right, 304.38 feet (the long chord of which bears South 65°04'51" West, 303.87 feet); thence along the arc of a 951.74 foot radius curve left, 212.08 feet, the chord of which bears South 64°26'31" West, 211.64 feet to a point on the West line of said SE-1/4 NE-1/4 of said Section 19, said point being the point of terminus of this description, said point lying South 38°00'54" West, 2165.42 feet from the Northeast corner of said Section 19.

Section 19: A Strip of land over and across a portion of the Southeast One-Quarter of the Northeast One-Quarter (SE-1/4 NE-1/4) of Section Nineteen (19), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon; the aforesaid strip of land being 80.00 feet in width, lying 40.00 feet on either side of the following described centerline:

Commencing at the Northeast corner of said Section 19; thence South 00°11'54" West along the East line of said Section 19, 2638.28 feet to the East One-Quarter corner of said Section 19; thence leaving said East line North 89°33'25" West along the East-West center section line of said Section 19, 373.28 feet to the true point of beginning of this description; said point being a point of intersection with the centerline of said road right-of-way; thence leaving said East-West center Section line along said centerline along the arc of a 5264.38 foot radius curve left, 399.63 feet, the chord of which bears North 56°34'58" West, 399.53 feet; thence North 58°45'27" West, 480.74 feet; thence along the arc of a 366.31 foot radius curve left, 209.34 feet, the chord of which bears North 75°07'47" West, 206.51 feet to a point on the West line of said SE-1/4 NE-1/4; said point also being the point of terminus of this description, said point further being South 32°19'35" West, 2495.03 feet from the Northeast corner of said Section 19.

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EXHIBIT A (Page 2 of 13)

Sections 19 and 20: A strip of land over and across a portion of the Northeast One-Quarter of the Northeast One-Quarter (NE-1/4 NE-1/4) of Section Nineteen (19) and the North One-Half of the Northwest One-Quarter (N-1/2 NW-1/4) of Section Twenty (20), all in Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon; the aforesaid strip of land being 60.00 feet in width, lying 30.00 feet on either side of the following described centerline:

Commencing at the Northeast corner of said Section 19; thence North 89°39'31" West along the North line of said Section 19, 30.00 feet; thence leaving said line South 00°11'54" West along a line that is 30.00 feet Westerly of and parallel to the East line of said Section 19, 844.56 feet to the true point of beginning of this description, said point also being on the centerline of said road right-of-way; thence leaving said line along said right-of-way centerline along the arc of 690.00 foot radius curve right, 352.29 feet, the chord of which bears North 57°31'15" East, 348.48 feet; thence along the arc of a 577.34 foot radius curve left, 444.99 feet (the long chord of which bears North 50°04'01" East, 434.06 feet); thence North 27°59'10" East, 92.81 feet; thence along the arc of a 173.43 foot radius curve right, 348.51 feet (the long chord of which bears North 85°33'16" East, 292.76 feet); thence South 36°52'38" East, 110.77 feet; thence along the arc of a 489.96 foot radius curve right, 291.12 feet (the long chord of which bears South 19°51'19" East, 286.86 feet); thence South 02°50'00" East, 254.87 feet; thence along the arc of a 92.82 foot radius curve left, 240.54 feet (the long chord of which bears South 77°04'22" East, 178.66 feet); thence along the arc of a 199.17 foot radius curve right, 193 feet, more or less, the chord of which bears North 56°28'00" East, 186 feet, more or less, to a point of intersection with the existing centerline of Archie Briggs Road and the Westerly boundary of the Plat of Rimrock West, Deschutes County, Oregon, said point being the point of terminus of this description, said point lying South 60°07'00" East, 1655 feet, more or less, from the Northwest corner of said Section 20.

Section 20: The Southwest Quarter of the Northwest Quarter, the Southwest Quarter, and that portion of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 20, lying Westerly of the Deschutes County Municipal Improvement District Irrigation Canal or Flume.

Section 29: The Northwest Quarter and the West Half of the Northeast Quarter of the Southwest Quarter; EXCEPT that part described as follows: Beginning at a stake at the Southwest corner of the Northeast Quarter of the Southwest Quarter; thence 660 feet North; thence 330 feet East; thence 660 feet South; thence 330 feet West to the point of beginning.

ALSO EXCEPT that portion of said Section 29, described as follows:

Commencing at a point on the North line of Block 6, Plat of Awbrey Heights, said point being common to Lots 1 and 3 of said Block 6; thence North 89°55'26" East along the North line of said Block 6, 21.37 feet to the true point of beginning; thence leaving said line due South 44.58 feet; thence due West, 112.64 feet; thence along the arc of a 72.00 foot radius curve right, 1.87 feet, the chord of which bears North 30°59'24" East, 1.87 feet; thence North 31°43'45" East, 65.00 feet; thence along the arc of a 739.04 foot radius curve left, 65.12 feet; the chord of which bears North 29°12'16" East, 65.10 feet; thence South 53°36'09" East, 56.82 feet; thence due South 35.42 feet to the point of beginning.



Section 30: The East Half of the Northeast Quarter, the North Half of the Northwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter.

EXCEPT that portion of the Northeast Quarter of the Northeast Quarter of said Section 30, described as follows:

Commencing at the Southwest corner of said NE-1/4 NE-1/4; thence North 00°12'09" West along the West line of said NE-1/4 NE-1/4, a distance of 319.95 feet to the true point of beginning of this description; thence North 00°12'09" West, along said West line, a distance of 365.00 feet; thence South 46°24'26" East, a distance of 245.12 feet; thence South 43°35'34" West, a distance of 130.78 feet; thence on the arc of a 1177.93 foot radius curve to the left a distance of 132.97 feet to the West line of said NE-1/4 NE-1/4, the chord of said curve bears South 40°21'33" West, a distance of 132.90 feet to the true point of beginning and terminus of this description.

ALSO EXCEPT that portion of the Northeast Quarter of the Northwest Quarter of said Section 30, described as follows:

Beginning at a point of the East boundary of said Northeast Quarter of the Northwest Quarter of Section 30, Township 17 South, Range 12, E.W.M. said point being North 0°00'43" West, a distance of 200.00 feet from the Southeast corner of said Northeast Quarter of the Northwest Quarter of Section 30, Township 17, South, Range 12, E.W.M.; thence South 89°59'17" West, a distance of 500.00 feet; thence North 0°00'43" West, a distance of 500.00 feet; thence North 89°59'17" East, a distance of 500.00 feet; thence South 0°00'43" East, a distance of 500.00 feet to the point of beginning.

ALSO EXCEPT that portion of said Section 30, as described in the deeds recorded August 29, 1980, in Book 327, Page 525, Deed Records, Exhibits A and B attached to the deed recorded March 7, 1983, in Book 6, Page 816, Official Records, and as described in the deed recorded January 26, 1984, in Book 41, Page 693, Official Records.

Section 30: A parcel of land located in the Northwest One-Quarter of the Northeast One-Quarter (NW-1/4 NE-1/4) of Section Thirty (30), Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, the aforesaid parcel of land being more particularly described as follows:

Commencing at the Southeast corner of said NW-1/4 NE-1/4; thence North 89°43'19" West along the South line of said NW-1/4 NE-1/4, a distance of 182.27 feet; thence on the arc of a 2695.53 foot radius curve to the left, a distance of 61.60 feet, the chord of which bears North 25°38'19" East, 61.60 feet; thence North 24°58'19" East, a distance of 24.11 feet; thence on the arc of a 1398.15 foot radius curve to the right, a distance of 205.52 feet, the chord of which bears North 29°11'41" East, a distance of 205.34 feet; thence on the arc of a 1177.93 foot curve to the right, a distance of 76.46 feet to the East line of said NW-1/4 NE-1/4, the chord of said curve bears North 35°15'56" East, a distance of 76.45 feet; thence South 00°12'09" East along said East line, a distance of 319.95 feet to the true point of beginning and terminus of this description.

## PARCEL 2-A (MT. BACHELOR VILLAGE)

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That portion of Section 7, Township 18 South, Range 12 East of the Willamette Meridian, City of Bend, Deschutes County, Oregon, lying East of the East right-of-way line of the Cascade Lakes State Highway and West of the Deschutes River.

EXCEPT that, portion described as follows:

Beginning at a point of intersection of the Southeasterly right-of-way line of the Cascade Lakes Highway (Century Drive State Highway) and the West line of said Section 7, said point being North 00°44'02" East along said West line of said Section, 2477.96 feet from the Southwest corner of said Section 7; thence leaving said West line of said section Northeasterly along said right-of-way line, 331 feet, more or less, to a point on the North line of Government Lot Three; thence leaving said right-of-way line South 89°52'20" East along the North line of Government Lot Three, 232.82 feet; thence leaving said line South 18°03'28" East, 1398.08 feet to a point on the North line of Government Lot Four; thence leaving said line South 17°30'00" East, 753 feet, more or less, to a point on the centerline of the Deschutes River as it now exists; thence Southwesterly along said centerline 1305 feet, more or less, to a point on the West line of said Section 7; thence leaving said centerline of said river, North 00°44'02" East along said West line of said Section, 2368 feet, more or less, to the point of beginning and terminus of this description.

ALSO EXCEPT the land described in the Condominium Declarations recorded in Deschutes County, Oregon Records as follows:

<u>Recorded</u>	<u>Book</u>	<u>Page</u>
July 25, 1974	208	972
February 11, 1977	245	411
August 4, 1981	345	379
November 24, 1982	365	1
January 14, 1983	2	119
January 17, 1983	2	226

ALSO EXCEPT the land as shown on the Official Plat of OFFICE PARK AT MT. BACHELOR VILLAGE, Deschutes County, Oregon.

ALSO EXCEPT the land marked "Not a part of Plat", as shown on the Official Plat of OFFICE PARK AT MT. BACHELOR VILLAGE, Deschutes County, Oregon.

ALSO EXCEPT that portion of said Section 7, described as follows:

Beginning at a 3" brass cap in a 2-1/2" iron pipe marking the initial point of the plat of SKI HOUSE III SUBDIVISION, MT. BACHELOR VILLAGE, from which a 3" brass cap in a 2-1/2" iron pipe marking the North One-Quarter corner of said Section 7 bears North 30°14'06" East, a distance of 1,829.09 feet; thence following the Southeasterly line of SKI HOUSE CONDOMINIUM SECTION, MT. BACHELOR VILLAGE, North 47°08'22" East, a distance of 201.63 feet; thence leaving said line South 39°29'33" East, a distance of 73.10 feet; thence following a line 5.00 feet distant from, Northwesterly of and parallel with the Northwesterly right-of-way line of Mt. Bachelor Drive, the following course and distance and one curve:

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South 24°38'12" West, a distance of 197.96 feet; following the arc of a 324.86 foot radius curve right, 42.07 feet (chord bears South 28°20'48" West, 42.04 feet) to a point on the Northeasterly line of SKI HOUSE III SUBDIVISION, MOUNT BACHLEOR VILLAGE;

thence following the Northeasterly lines of said SKI HOUSE III Plat, the following five courses and distances:

North 68°40'54" West, a distance of 95.13 feet;  
 North 21°19'06" East, a distance of 58.50 feet;  
 North 68°40'54" West, a distance of 20.00 feet;  
 North 21°19'06" East, a distance of 35.00 feet;  
 North 68°40'54" West, a distance of 25.00 feet to the point of beginning, the terminus of this description.

PARCEL 2-B:

Lots 1, 2, 3, 4, 5, 6, 7 and an undivided 7/8 interest in Lots 8 and 9 of the Official Plat of OFFICE PARK AT MT. BACHELOR VILLAGE, City of Bend, Deschutes County, Oregon.

PARCEL 2-C:

Unit 12, SKI HOUSE CONDOMINIUM, in the City of Bend, County of Deschutes, State of Oregon, together with an undivided interest in and to the common elements appertaining to said unit as set forth in Declaration of Unit Ownership recorded July 15, 1974, in Book 208, Page 401, Deed Records, and re-recorded July 25, 1974, in Book 208, Page 972, Deed Records in the Office of the County Clerk of Deschutes County, Oregon.

PARCEL 2-D (Woodriver Village):

A tract of land located in a portion of the Southeast One-Quarter of Section 6, Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the East one-sixteenth corner common to Sections 6 and 7, said Township and Range, from which the Southeast corner of said Section 6 bears South 89°36'31" East, a distance of 1340.26 feet, and from which the South One-Quarter corner of said Section 6 bears North 89°36'31" West, a distance of 1340.26 feet; thence North 89°36'31" West, following the South line of said Section 6, a distance of 200.00 feet, more or less, to the centerline of the Deschutes River; thence following the said centerline of the Deschutes River, the ten following courses and distances:

North 04°19'16" West, a distance of 156.47 feet;  
 North 16°17'17" West, a distance of 569.05 feet;  
 North 10°46'01" East, a distance of 255.77 feet;  
 North 04°38'16" West, a distance of 354.34 feet;  
 North 33°41'26" East, a distance of 230.15 feet;  
 North 60°51'36" East, a distance of 221.10 feet;  
 North 74°12'17" East, a distance of 364.01 feet;  
 North 84°22'04" East, a distance of 397.02 feet;  
 North 75°13'15" East, a distance of 199.38 feet;  
 South 88°16'08" East, a distance of 95.00 feet, more or less, to a point on

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a line lying 20.00 feet Easterly of and parallel with the centerline of the existing Brooks-Scanlon Bridge (a private bridge for motor vehicles); thence leaving the centerline of the said river and following the said line parallel with the bridge centerline, South  $01^{\circ}43'52''$  West, a distance of 487.29 feet, more or less, to a point on the East-West centerline of the Southeast One-Quarter of said Section 6; thence North  $89^{\circ}32'13''$  West, following the said East-West centerline of the Southeast One-Quarter of Section 6, a distance of 1018.89 feet to the Southeast one-sixteenth corner of said Section 6; thence South  $01^{\circ}23'32''$  East, following the North-South centerline of the Southeast One-Quarter of said Section 6, a distance of 1314.79 feet to the point of beginning, the terminus of this description.

PARCEL 3-A: (Shevlin Center)

Lot 1 in Block 1, Lot 1 in Block 2, Lot 2 in Block 3, Lot 1 in Block 4, and Lots 1 and 5 in Block 5 of the Official Plat of SHEVLIN CENTER, City of Bend, Deschutes County, Oregon.

PARCEL 3-B:

The West one-hundred (100) feet of Lot Two (2), and the North twenty (20) feet of Lot Three (3), in Block Twelve (12), of HIGHLAND ADDITION, City of Bend, Deschutes County, Oregon.

PARCEL 3-C:

Lot Six (6), in Block Twelve (12), HIGHLAND ADDITION, City of Bend, Deschutes County, Oregon, as reconstituted by the Vacation Plat of a portion of DUNCAN ROAD, indicated on the original plat of HIGHLAND ADDITION as Klamath Avenue, filed November 14, 1919, in Book 3, Page 16, Plats, and by those Deeds to the public recorded December 2, 1920, in Book 30, Page 163, and recorded January 25, 1921, in Book 30, Page 366, Deed Records.

PARCEL 3-D:

That portion of the South Half of Section Six (6), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, City of Bend, Deschutes County, Oregon, lying East of the East right-of-way line of the Cascades Lakes State Highway, West and North of the Deschutes River, and South and West of the Official Plat of SHEVLIN CENTER, City of Bend, Deschutes County, Oregon. EXCEPT that portion lying within the Official Plat of OFFICE PARK AT MT. BACHELOR VILLAGE, City of Bend, Deschutes County, Oregon.

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EXHIBIT A (Page 7 of 18)

PARCEL 4-A: (Mill "A")

Lot 2 in Block 2, Lot 1 in Block 3, Lot 1 in Block 6, Lot 1 in Block 7, and Lot 1 in Block 8 of the official Plat of SHEVLIN CENTER, City of Bend, Deschutes County, Oregon.

PARCEL 4-B:

Lot 1 in Block 1, of the official Plat of MILL "A" AREA of SHEVLIN CENTER, City of Bend, Deschutes County, Oregon.

PARCEL 4-C:

Lots 1 and 3 in Block 3, and Lots 3 and 4 in Block 4 of DESCHUTES, City of Bend, Deschutes County, Oregon.

PARCEL 4-D:

Lot Two (2), EXCEPT the North Twenty-five feet (N.25') and Lot Three (3), EXCEPT the North Fifteen feet (N.15'), in Block Six (6), of DESCHUTES, City of Bend, Deschutes County, Oregon.

PARCEL 4-E: (Mill "A" acreage & Brooks-Willamette)

A tract of land located in the North one-half of Section 5, Township 18 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a 3" brass cap marking the North one-quarter corner of said Section 5; thence South 89° 46' 50" East, following the north line of said Section 5, a Distance of 896.30 feet to a point on an existing cyclone fence line; thence South 70° 19' 33" West, following the said existing fence line, a distance of 277.53 feet to an angle point in the said fence line; thence South 40° 36' 05" West, following the said fence line, a distance of 80.20 feet to an angle point in the said fence line; thence South 05° 53' 45" West a distance of 113.40 feet to an angle point in the said fence line; thence South 06° 55' 43" West, following the said fence line, a distance of 19.29 feet to a 5/8" iron rod with a plastic cap; thence South 89° 30' 25" East a distance of 611.62 feet to a point on an existing cyclone fence line; thence North 58° 35' 16" East, following the said fence line, a distance of 42.59 feet to an angle point in the said fence line; thence North 39° 41' 57" East, following the said fence line, a distance of 76.00 feet to an angle point in the said fence line; thence North 06° 38' 11" East, following the said fence line, a distance of 46.79 feet to a point on the westerly prolongation of the southerly line of the Pacific Power and Light Company property as described in Volume 89, page 188 of Deschutes County Deed Records; thence South 89° 47' 18" East, following the said prolonged line, a distance of 86.68 feet to a 5/8" iron rod with a plastic cap; thence following the arc of a 350.00 foot radius curve left 112.12 feet (chord bears South 24° 44' 15" East 111.64 feet) to a 5/8" iron rod with a plastic cap; thence South 33° 54' 54" East, a distance of 490.84 feet to the centerline of the Oregon Trunk Railroad; thence following the said railroad centerline along the arc of a 603.11 foot radius curve left a distance of 122.25 feet (chord bears South 24° 18' 54" West 122.04 feet);

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D/2

thence South 18°30'29" West, following said railroad centerline, a distance of 272.51 feet; thence North 85° 14' 59" West a distance of 51.48 feet to the southeast corner of the Brooks-Willamette Corporation lease property (as described in an unrecorded document); thence North 85° 14' 59" West (North 85° 15' 22" West, record per said lease), following an existing cyclone fence line, a distance of 1246.32 feet to an angle point in said fence line; thence South 69° 49' 53" West, (South 69° 49' 30" West, record per said lease) following the said fence line, a distance of 189.62 feet to a 5/8" iron rod with a plastic cap, the southwest corner of said lease parcel; thence North 02° 47' 16" West (North 02° 47' 39" West, record per said lease), following the westerly line of said lease parcel, a distance of 462.05 feet to a 5/8" iron rod with a plastic cap; thence leaving the boundary of the said lease parcel South 61° 13' 35" West a distance of 280.91 feet to a 5/8" iron rod with a plastic cap; thence following the arc of a 400.00 foot radius curve right 198.20 feet (chord bears South 75° 25' 17" West 196.18 feet) to a 5/8" iron rod with a plastic cap; thence South 89° 36' 59" West a distance of 270.84 feet to a 5/8" iron rod with a plastic cap; thence South 09° 13' 14" West a distance of 145.91 feet to a point on an existing fence line; thence North 72° 25' 40" West, following the said fence line, a distance of 159.39 feet to an angle point in the fence; thence North 65° 21' 49" West, following the said fence line, a distance of 31.10 feet to an angle point in the fence; thence North 54° 19' 19" West, following the said fence line, a distance of 104.54 feet to an angle point in the fence; thence North 47° 11' 53" West, following the said fence line, a distance of 136.44 feet; thence leaving said fence line South 26° 14' 46" West a distance of 356.89 feet, more or less, to the centerline of the Deschutes River; thence North 63° 45' 14" West, following the said river centerline, a distance of 96.70 feet, more or less, to a point on the easterly line of that tract of land designated as Parcel 10 in the Deed to Brooks Resources Corporation recorded in Volume 278, page 148 to 152, inclusive, of Deschutes County Deed Records; thence North 06° 55' 43" West, following the said easterly line of said tract a distance of 936.12 feet to a 5/8" iron rod with a plastic cap on the north line of said Section 5; thence North 89° 43' 48" East, following the north line of Section 5, a distance of 88.16 feet to a 3" Brass Cap marking the West one-sixteenth corner common to Sections 5 and 32; thence North 89° 43' 48" East, following the north line of said Section 5, a distance of 1317.48 feet to the "Point of Beginning" the terminus of this description.

EXCEPTING THEREFROM that portion lying within Division Street.

ALSO EXCEPTING THEREFROM the land as shown on the official plat of MILL "A" AREA of SHEVLIN CENTER, City of Bend, Deschutes County, Oregon.

PARCEL 4-F (Mill "A" East of Division)

That portion of the Northeast Quarter of the Northeast Quarter of Section 5, Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon described as follows:

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Commencing at a point on the westerly right-of-way line of the Brooks-Scanlon County Road, said point being South  $34^{\circ} 12' 54''$  West, 1065.78 feet from the Northeast Quarter of said Section 5, said point further being the most Northerly point of that tract of land recorded in Book 114, Page 267, Deed Records, Deschutes County, Oregon; thence North  $40^{\circ} 08' 09''$  West, along said Westerly right-of-way line, 54.39 feet to the most Northerly corner of the tract of land described in the deed recorded April 21, 1975 in Book 217, Page 689, Deed Records and the True Point of Beginning; thence continuing North  $40^{\circ} 08' 09''$  West, along said Westerly right-of-way line, 139.61 feet; thence North  $49^{\circ} 51' 51''$  East along the Northerly right-of-way line of said Road, 30 feet to the Southeast corner of the land described in the deed recorded March 12, 1941 in Book 59, Page 544, Deed Records; thence North  $37^{\circ} 57' 00''$  West, 186.2 feet; thence South  $43^{\circ} 32' 00''$  West, 40.01 feet to the Easterly line of the right-of-way of the Pilot Butte Canal; thence Northerly along said Easterly line of the said right-of-way to the South line of Sullivan Place; thence North  $89^{\circ} 47' 18''$  West, along said South line of Sullivan Place 100 feet to the West line of the right-of-way of the Pilot Butte Canal; thence Southerly along said West right-of-way line to the Southeast corner of the land described in the deed recorded February 11, 1949 in Book 89, Page 188 Deed Records; thence West parallel with the South line of said Sullivan Place to the East right-of-way line of Division Street; thence Southeasterly along the East right-of-way line of Division Street to the Northerly line of the land described in the deed recorded April 21, 1975 in Book 217, Page 689, Deed Records; thence North  $49^{\circ} 48' 37''$  East along said Northerly line to the True Point of Beginning.

PARCEL 5 (Scale House):

That portion of the East Half of Section 19, lying East of U. S. Highway 97 and South of the Great Northern Railway; that portion of the South Half of Section 20, lying West of the Brooks Scanlon Logging Road, also known as Forest Service Road No. 1821; that portion of the Southwest Quarter of the Northwest Quarter of Section 28, lying West of the Brooks Scanlon logging road, also known as Forest Service Road No. 1821; that portion of the North Half of Section 29, lying West of the Brooks Scanlon logging road, also known as Forest Service Road No. 1821, and those portions of the North Half, the North Half of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 30, lying East of U. S. Highway 97 and East of the North prolongation of the West line of the land described in Parcel 1 of the deed to the State of Oregon recorded June 7, 1941, in Book 60, Page 139, Deed Records, all in Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon. EXCEPT that portion of said land lying within Sunnyside Boulevard. ALSO EXCEPT that portion of said land lying within the land described in the deeds to the State of Oregon, recorded in Book 60, Page 139, Deed Records, and in Book 102, Page 551, Deed Records.

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EXHIBIT A (Page 10 of 18)

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## PARCEL 6 (West Hills Lots):

Lot 1 in Block 2 and Lots 1, 2, 3, and 6 in Block 3 of THIRD ADDITION TO WEST HILLS, City of Bend, Deschutes County, Oregon. EXCEPT from Lots 1 and 6 in Block 3, the following tracts marked A, B & C:

A. Beginning at the Northeast corner of Lot 1, in said Block 3; thence due West along the South right-of-way line of Portland Avenue, 200 feet; thence leaving said right-of-way line due South 120.00 feet; thence due East, 200.00 feet; thence due North 120.00 feet to the true point of beginning.

B. Beginning at the Southeast corner of Lot 6 in said Block 3; thence following along the West right-of-way line of Juniper Avenue due North, a distance of 147.45 feet; thence leaving said right-of-way due West, 120.00 feet; thence due South, 145.88 feet to a point on the North right-of-way line of Newport Avenue; thence following along said right-of-way of Newport Avenue, South 89°15'00" East, 120.01 feet to the point of beginning.

C. The South 10 feet of the West 160.00 feet of Lot 6 in said Block 3.

## PARCEL 7 (Parks and Recreation Trade)

A tract of land located in a portion of Government Lot 6, Section 6, Township 18 South, Range 12 East Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a point on the East line of said Lot 6 from which the Southeast corner of said Lot 6 bears South 00°05'30" East, a distance of 35.44 feet; thence following the arc of a 460.00 foot radius curve left, a distance of 186.99 feet (chord bears North 42°24'04" West, 184.71 feet); thence North 54°02'48" West, a distance of 100.00 feet; thence following the arc of a 544.51 foot radius curve left, 316.53 feet (chord bears North 70°41'59" West, 312.09 feet); thence South 77°04'11" West, a distance of 768.47 feet to the West line of said Section; thence North 00°29'31" East along said West line, a distance of 1163.36 feet to the Northwest corner of said Lot 6; thence South 89°35'57" East along the North line of said Lot 6 a distance of 1237.70 feet to the Northeast corner of said Lot 6; thence South 00°05'30" East along the East line of said Lot 6, a distance of 1281.70 feet to the point of beginning.

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EXHIBIT A (Page 11 of 18)

## PARCEL 8-A (MRS)

In Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon:

Section 6: That portion of the East Half of the Southwest Quarter (E-1/2 SW-1/4) and the West Half of the Southeast Quarter (W-1/2 SE-1/4) lying Westerly of the Westerly right-of-way of Century Drive, also known as the Cascade Lakes Highway, as it is now existing, and Southerly of the North line of the 120 foot Brooks-Scanlon Logging Road easement, said North line more particularly described as follows:

Beginning at the Southwest Section corner of Section Six (6), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, at a stone and stake marking the Southwest corner of Section 6; thence North 0°06' West, 1525 Feet; thence North 76°51' East, 1248.9 feet, the true point of beginning, said true point of beginning also being on the West boundary of the Northeast Quarter of the Southwest Quarter of said Section 6, Township 18 South, Range 12, E.W.M., said County and State; thence North 76°51' East, 304 feet; thence North 59°22' East, 1059.3 feet; thence South 75°58' East, 505.9 feet; thence South 76°12' East, 288.7 feet to an intersection with the West right-of-way of the Century Drive Market Road.

EXCEPT that portion as conveyed to Administrative School District #1 in Book 242 at Page 21 of Deed Records, more particularly described as follows:

That portion of the Southeast One-Quarter Southwest One-Quarter (SE-1/4 SW-1/4), Section 6, Township 18 South, Range 12 East of the Willamette Meridian, described as follows: The Southerly 500.00 feet of the said Southeast One-Quarter Southwest One-Quarter (SE-1/4 SW-1/4), Section 6, lying Westerly of the Cascade Highway right-of-way.

ALSO EXCEPT that portion lying within the frontage road right-of-way as described in the Dedication recorded September 26, 1983, in Book 27, Page 830, Deschutes County Records.

## PARCEL 8-B:

In Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon:

Section 7: That portion of the Northwest Quarter (NW-1/4) lying Westerly of the Westerly right-of-way line of Century Drive, also known as the Cascade Lakes Highway, as it is now existing, and Southerly of the Southerly boundary of the Plat of West Ridge, filed December 28, 1978, in the Deschutes County Plat Records.

EXCEPT that portion lying within the Campbell Road right-of-way as described and filed in Book 9, at Page 326, of the Commissioner's Journal for Deschutes County, Oregon.

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PARCEL 9-A (College Way)

The portion of the Southwest Quarter of the Southwest Quarter (SW-1/4 SW-1/4) of Section Thirty (30), Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, lying South and West of College Way.

PARCEL 9-B:

That portion of the North Half of the North Half of the Northwest Quarter (N-1/2 N-1/2 NW-1/4) of Section Thirty-One (31), Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, lying South and West of College Way.

EXCEPT that portion conveyed to the City of Bend October 4, 1963, in Book 136, Page 546, Deed Records.

PARCEL 9-C:

The South Half of the North Half of the Northwest Quarter (S-1/2 N-1/2 NW-1/4) of Section Thirty-One (31), Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM an 80 foot strip of land conveyed to Deschutes County, Oregon, for construction of College County Road by warranty deed recorded December 18, 1962, in Book 133, Page 383, Deed Records.

ALSO EXCEPT that portion lying North and East of College Way.

PARCEL 10-A (Shevlin Park):

That portion of the Southeast Quarter of the Southwest Quarter of Section 23, lying South of Shelvin Park Road and East of the land described in the deed to the City of Bend, recorded in Book 30, Page 331, Deed Records, and the North Half of the Northeast Quarter (N-1/2 NE-1/4), Southeast Quarter of the Northeast Quarter (SE-1/4 NE-1/4), Northeast Quarter of the Southeast Quarter (NE-1/4 SE-1/4), of Section 26, and those portions of the East Half of the Northwest Quarter (E-1/2 NW-1/4), and Northwest Quarter of the Southwest Quarter (NW-1/4 SW-1/4) of Section 26, lying East of the land described in the deed to the City of Bend, recorded in Book 30, Page 331, Deed Records, all in Township 17 South, Range 11 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPT that portion of the Northeast Quarter (NE-1/4) of said Section 26, described as follows:

Beginning at a point on the East line of said Section 25 from which the Northeast corner of said Section 26 bears North 00°01'18" East, a distance of 470.46 feet; thence following the East line of said Section 26 South 00°06'18" West, a distance of 1397.54 feet to a point on the Northerly right-of-way line of Shevlin Park Road; thence following the said Northerly right-of-way line

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North 56°50'42" West, a distance of 137.13 feet; thence following the arc of a 924.93 foot radius curve right, a distance of 292.54 feet (chord bears North 47°47'03" West, 291.33 feet); thence North 09°12'54" East, a distance of 346.20 feet; thence North 16°01'03" West, a distance of 395.09 feet; thence North 01°39'33" East, a distance of 232.09 feet; thence North 06°15'22" East, a distance of 167.38 feet; thence North 88°56'00" East, a distance of 361.80 feet to the point of beginning, the terminus of this description.

PARCEL 10-B: (County Exchange 1982)

The West Half of the Southeast Quarter (W-1/2 SE-1/4), the East Half of the Southwest Quarter (E-1/2 SW-1/4), and the Southwest Quarter of the Southwest Quarter (SW-1/4 SW-1/4), LESS that portion within Shevlin Park, more particularly described in Book 30, Page 331, Deed Records, all in Section Twenty-Six (26), Township Seventeen (17) South, Range Eleven (11), East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPT the following from Parcels 10-A and 10-B above:

Beginning at a point on the West line of said Section 26 from which a 2-1/2" iron pipe with a 3" Brass Cap marking the Southwest corner of said Section 26 bears South 00°01'06" West, a distance of 81.20 feet; thence following the said section line North 00°01'06" East, 677.30 feet to a point on the Easterly boundary of Shevlin Park; thence following the boundary of said Shevlin Park the following seven courses and distances:  
 North 35°26'40" East, a distance of 1062.38 feet (North 34°53' East record);  
 North 26°00'40" East, a distance of 1650.56 feet (North 25° 27' East, 1651.5 feet record);  
 North 18°41'41" East, a distance of 645.14 feet (North 18°08' East, 645.5 feet record) to a found 1" iron rod;  
 North 10°54'24" East, a distance of 297.82 feet (North 10°22' East, 297.9 feet record);  
 North 16°24'24" East, a distance of 1299.37 feet (North 15°52' East, 1299.7 feet record) to a found 1" iron rod;  
 North 13°12'02" East, a distance of 823.66 feet (North 12°39' East, 824.0 feet record);  
 North 53°25'58" West, a distance of 160.83 feet (North 53°59' West record) to a point on the Southerly right-of-way of Shevlin Park Road;  
 thence following the Southerly right-of-way of Shevlin Park Road the following two curves and one course and distance:  
 following the arc of a 388.10 foot radius curve left, 205.33 feet (chord bears North 53°52'21" East, 202.94 feet);  
 North 38°42'57" East, a distance of 40.00 feet;  
 following the arc of a 304.00 foot radius curve right, 517.72 feet (chord bears North 87°30'14" East, 457.38 feet) to a point on the North-South centerline of said Section 23, said point being North 00°11'55" East, 1062.96 feet from a 2-1/2" iron pipe and a 3" Brass Cap marking the South one-quarter corner of said Section 23; thence following the said North-South centerline South 00°11'55" West, a distance of 145.06 feet;

CONTINUED

thence leaving said North-South centerline South 22°49'16" West, a distance of 477.02 feet to a 5/8" iron rod with cap;  
thence South 20°49'59" West, a distance of 105.34 feet to a 5/8" iron rod with a cap;  
thence South 15°39'11" West, a distance of 234.27 feet to a 5/8" iron rod with a cap;  
thence South 07°11'00" West, a distance of 517.85 feet to a 5/8" iron rod with a cap;  
thence South 14°56'42" West, a distance of 245.63 feet to a 5/8" iron rod with a cap;  
thence South 01°35'16" West, a distance of 346.62 feet to a 5/8" iron rod with a cap;  
thence South 34°46'25" West, a distance of 307.17 feet to a 5/8" iron rod with a cap;  
thence South 24°09'06" West, a distance of 196.89 feet to a 5/8" iron rod with a cap;  
thence South 65°23'43" West, a distance of 275.02 feet to a 5/8" iron rod with a cap;  
thence South 57°50'02" West, a distance of 124.58 feet to a 5/8" iron rod with a cap;  
thence South 06°29'32" West, a distance of 75.86 feet to a 5/8" iron rod with a cap;  
thence South 33°02'22" West, a distance of 162.45 feet to a 5/8" iron rod with a cap;  
thence South 08°08'15" West, a distance of 240.63 feet to a 5/8" iron rod with a cap;  
thence South 00°36'42" West, a distance of 162.41 feet to a 5/8" iron rod with a cap;  
thence South 20°48'42" East, a distance of 324.62 feet to a 5/8" iron rod with a cap;  
thence South 39°05'56" East, a distance of 571.54 feet to a 5/8" iron rod with a cap;  
thence South 35°10'31" West, a distance of 227.59 feet to a 5/8" iron rod with a cap;  
thence South 50°38'36" West, a distance of 156.63 feet to a 5/8" iron rod with a cap;  
thence South 24°43'53" West, a distance of 166.93 feet to a 5/8" iron rod with a cap;  
thence South 38°52'11" West, a distance of 228.65 feet to a 5/8" iron rod with a cap;  
thence South 36°31'30" West, a distance of 431.89 feet to a 5/8" iron rod with a cap;  
thence South 39°19'50" West, a distance of 352.65 feet to a 5/8" iron rod with a cap;  
thence South 42°43'27" West, a distance of 275.32 feet to a 5/8" iron rod with a cap;  
thence South 43°14'29" West, a distance of 158.24 feet to a 5/8" iron rod with a cap;  
thence South 47°09'51" West, a distance of 468.31 feet to a 5/8" iron rod with a cap;  
thence South 50°31'08" West, a distance of 371.76 feet to a 5/8" iron rod with a cap;  
thence South 34°55'10" West, a distance of 185.23 feet to a 5/8" iron rod with a cap;  
thence South 34°55'10" West, a distance of 8.93 feet to the point of beginning, the terminus of this description.

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BS/25



PARCEL 10-C: (County Exchange 1982)

The North Half of the North Half (N-1/2 N-1/2) in Section Thirty-Five (35), Township Seventeen (17) South, Range Eleven (11), East of the Willamette Meridian, Deschutes County, Oregon.

PARCEL 11 (Deer Ridge):

The West Half of the Northeast Quarter (W-1/2 NE-1/4) of Section 10; the Northwest Quarter of the Southwest Quarter (NW-1/4 SW-1/4) and the South Half of the Southwest Quarter (S-1/2 SW-1/4) of Section 11; the West Half of the Northwest Quarter (W-1/2 NW-1/4) of Section 14; the East half of the Northeast Quarter (E-1/2 NE-1/4) of Section 15 and that portion of the East Half of the Northeast Quarter (E-1/2 NE-1/4) of Section 22, lying North of a line 50 feet North of and parallel to the centerline of the Brooks Scanlon logging road, as shown on the map attached as Exhibit B to the deed, recorded July 14, 1978, in Book 278, Page 148, Deed Records, all in Township 17 South, Range 11 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPT that portion of the Southwest Quarter (SW-1/4) of said Section 11, described as follows:

Beginning at a 5/8" iron rod with a plastic cap, marked P.L.S. 599 on the West boundary of said Section 11, from which a 1-3/8" brass cap marking the Southwest corner of said Section 11 bears South 0°08'42" West, a distance of 300.40 feet; thence North 0°08'42" East along the West boundary of said Section 11, a distance of 1006.43 feet to a 5/8" iron rod marking the South 1/16th corner common to said Section 11 and Section 10, said Township and Range; thence North 0°07'35" East along the West boundary of said Section 11, a distance of 304.76 feet to a 5/8" iron rod with a plastic cap marked P.L.S. 599, hereafter known as Point A; thence North 74°35'36" East, a distance of 1377.37 feet to a 5/8" iron rod with a plastic cap marked P.L.S. 599 on the North-South centerline of the Southwest Quarter (SW-1/4) of said Section 11; thence South 0°01'51" East along the North-South centerline of the Southwest Quarter (SW-1/4) of said Section 11, a distance of 675.02 feet to a 5/8" iron rod marking the Southwest 1/16th corner of said Section 11; thence South 0°00'36" East along the North-South centerline of the Southwest Quarter (SW-1/4) of said Section 11, a distance of 635.14 feet to a 5/8" iron rod with a plastic cap marked P.L.S. 599; thence South 74°35'36" West, a distance of 1381.20 feet to the point of beginning and the terminus of this description.

PARCEL 12 (Halderson):

That portion of the Southeast Quarter of the Northwest Quarter (SE-1/4 NW-1/4) of Section Twenty-Three (23), Township 17 South, Range 11 East of the Willamette Meridian, Deschutes County, Oregon, lying East of the centerline of Johnson Road. EXCEPT that portion described in the document recorded in Book 311, Page 743, Deed Records.

PARCEL 13 (Rick's Farm):

That portion of the Northeast Quarter of the Northeast Quarter (NE-1/4 NE-1/4) of Section Twenty-Three (23), Township 17 South, Range 11 East of the Willamette Meridian, Deschutes County, Oregon, lying Westerly of the Official Plat of "The Farm", Deschutes County, Oregon.

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PARCEL 14 (The Farm Plat):

Lots 1, 2, 3, 4, 5, 6, 7 and 8 of "THE FARM", Deschutes County, Oregon.

PARCEL 15-A (Sisters Section 5)

Lot 1 of SECTION 5 SUBDIVISION, Deschutes County, Oregon, EXCEPT that portion described as follows:

Beginning at the Southeast corner of said lot 1; thence North 00° 28' 55" West along the East line of said lot 1 a distance of 1325.47 feet to the Northwest corner of lot 2 of said Section 5 Subdivision; thence South 89° 58' 47" West a distance of 288.7 feet; thence South 00° 28' 55" East a distance of 1325.5 feet more or less to the South line of said lot 1; thence North 89° 58' 47" East along the South line of said lot 1 to the point of beginning.

PARCEL 15-B (15-10-5-400)

A parcel of land located in a portion of the SE1/4 of Section 5, Township 15 South, Range 10 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the East 1/16 corner common to Section 5 and 8, said township and range; thence following the north-south centerline of the SE1/4 of said Section 5, North 00° 11' 34" West a distance of 1216.14 feet to a point 30.00 feet from the centerline of Oregon State Highway No. 20 (30.00 feet measured at right angles to centerline); thence following a line lying 30.00 feet southwesterly of and parallel to the said Highway centerline, North 31° 26' 29" West a distance of 404.30 feet to the most northerly corner of the Sisters Land Associates, Inc. property as described in Volume 265, page 70 of Deschutes County Deed Records; thence following the northwesterly line of the said Sisters Land Associates, Inc. property South 58° 33' 09" West a distance of 18.00 feet to the westerly right-of-way line of said Highway; thence following said right-of-way line North 31° 26' 51" West a distance of 60.00

feet to a 5/8" iron rod marking the "True Point of Beginning" for this description; thence South 58° 33' 09" West a distance of 582.00 feet to a 5/8" iron rod; thence North 31° 26' 51" West a distance of 224.00 feet to a 5/8" iron rod; thence North 58° 33' 09" East a distance of 587.46 feet to a 5/8" iron rod on the said westerly right-of-way line of Highway 20; thence following the said right-of-way line the following 2 courses and distances:

South 28° 34' 44" East a distance of 109.14 feet; South 31° 26' 51" East a distance of 115.00 feet to the "True Point of Beginning".

PARCEL 15-C: (15-10-5-500)

That portion of the W1/2 of the SE1/4 of Section 5, Township 15 South, Range 10 East, of the Willamette Meridian, Deschutes County, Oregon, lying Northeasterly of lot 3 and Southwesterly of the Santiam Highway as marked "60' R/W PER PARTITION" as shown on the official Plat of SECTION 5 SUBDIVISION, Deschutes County, Oregon.

CONTINUED

PARCEL 1: (Teasdel Klamath County)

In the County of Klamath, State of Oregon:

IN TOWNSHIP 38 SOUTH, RANGE 8 E.W.M.

Sec. 25: S1/2SW1/4; NW1/4SW1/4; SW1/4NW1/4; that portion of the SE1/4NW1/4 and NE1/4SW1/4 lying Southerly and Westerly of Lakeshore Gardens Subdivision

Sec. 26: SE1/4; S1/2NE1/4; NW1/4NE1/4

Sec. 35: All that portion of Sec. 35 lying Northeasterly of Highway #140

Sec. 36 NW1/4; that portion of the SW1/4 lying Northeasterly of Highway #140

IN TOWNSHIP 39 SOUTH, RANGE 8 E.W.M.

Sec. 1: That portion of the NE1/4NW1/4 lying Northeasterly of a straight line running from a point on the East line of said NE1/4NW1/4, which point is 609 feet North of the Southeast corner thereof, to a point on the North line of said NE1/4NW1/4 of said Section, which point is 590 feet West of the Northeast corner thereof.

BROOKS RESOURCES CORPORATION

By: William P. Hall Chairman/President

By: Marjorie Randall Treasurer/Controller

10846

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All easements, liens and encumbrances of record.

BROOKS RESOURCES CORPORATION

By: [Signature] Chairman/President

By: [Signature] Treasurer/Controller

EXHIBIT B

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Return to: Bend Branch  
First Interstate Bank of Oregon, N.A.  
P.O. Box 1191  
Bend, Ore - 97709

STATE OF OREGON, )  
County of Klamath )  
Filed for record at request of

on this 28 day of June A.D. 19 84  
at 11:54 o'clock A M, and duly  
recorded in Vol. M84 of Mortgages  
Page 10817

EVELYN BIEHN, County Clerk

By: [Signature] Deputy

Fee 124.00

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DAY:

1984 JUN -6 PM 3:21

MARY SUE PENHOLLOW  
COUNTY CLERK

BY: [Signature] DEPUTY

NO. 84-9533

FEE 121

DESCHUTES COUNTY OFFICIAL RECORDS