

86025

SIGNATURE ORIGINAL

K-40283
 CONSENT AND AGREEMENT

Vol 1188 Page 5176

(DAW)

THIS CONSENT AND AGREEMENT is made as of the 8th day of April, 1988 by DAW FOREST PRODUCTS COMPANY, L.P., a Delaware limited partnership (the "Consenting Party" or "DAW"), to and for the benefit of (i) Bankers Trust Company, a New York banking corporation, and (ii) the banks named in Schedule A attached hereto and such other financial institutions (the "Banks") as become parties to that certain Secured Acquisition Loan Agreement, dated as of even date herewith, by and among the Banks as lenders, Bankers Trust Company as agent for the Banks ("Agent") (the Banks and Agent are collectively referred to as "Assignee"), and Crown Pacific, Ltd., an Oregon corporation ("Assignor"), as borrower (the "Acquisition Loan Agreement").

WHEREAS, Agent has agreed to act as agent for the Banks, which are willing to issue a commitment (the "Commitment") to make loans (the "Loan") to Assignor pursuant to the Acquisition Loan Agreement;

WHEREAS, DAW and Assignor have entered into a certain Log Purchase and Sale Agreement dated April 16th, 1988, executed by Assignor, as seller, and by DAW, as buyer (the "Contract") regarding certain timberland owned by Assignor and known as Foley Butte Tract, Little Deschutes Tract, Crescent Creek Tract and Bull Springs Tract; and more particularly described on the attached Exhibit A;

WHEREAS, the Banks, as a condition to making the Loan, have required the execution and delivery of an Assignment of Rents, Leases, Timber Cutting and Purchase Contract and Authorizations, dated as of even date herewith, from Assignor to Assignee (the "Assignment"), pursuant to which Assignment all proceeds of the Contract are to be assigned from Assignor to Assignee;

WHEREAS, it is a condition to the Banks' obligations to make the Loans and to issue the Commitment that Consenting Party execute and deliver this Consent and Agreement (the "Consent").

NOW, THEREFORE, as an inducement to Agent and the Banks to enter into such financing arrangements and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consenting Party hereby agrees for the benefit of Assignee as follows:

SECTION A. CONSENT TO ASSIGNMENTS

1. Consenting Party hereby acknowledges receipt of an executed copy of the Assignment and consents to all of the terms and conditions of the Assignment (except that the terms of this Consent shall take precedence over the terms of the Assignment to

the extent of any inconsistency between the two sets of terms) and to the assignment of the Contract from Assignor to Assignee pursuant to the Assignment; provided, however, that the obligations of Assignor under the Contract shall not be altered in any aspect as a result of the Assignment and this Consent. Consenting Party agrees and confirms to Assignee, Agent and the Banks that none of such assignments nor any of such transfers consented to by Consenting Party shall constitute a default under the Contract.

2. Consenting Party agrees to make all payments due and to become due to Assignor under or in connection with the Contract to accounts established by Agent as follows: All payments relating to operations on the Foley Butte Tract shall be paid into the Ochoco Deposit Account, Account No. 010-4549-191, and all payments relating to operations on the Little Deschutes Tract, the Crescent Creek Tract and the Bull Springs Tract shall be paid into the Bull Springs Deposit Account, Account No. 010-4549-23 both of which accounts are maintained at the office of United States National Bank of Oregon, 321 Southwest Sixth Avenue, P.O. Box 4412, Portland, Oregon 97208. Agent may by written notice to consenting party from time to time designate different accounts into which such payments shall be made.

3. Consenting Party hereby (a) acknowledges the right of Agent to give any consents, approvals, waivers, notices or the like, to make all demands, elections or the like, to take all actions and to exercise all rights of Assignor under the Contract, except as otherwise expressly provided in the Assignment. Consenting Party will not cancel or terminate the Contract, or amend, supplement, modify or otherwise change any term or provision of the Contract, or give or join in any waiver, consent or approval with respect thereto without prior written notice to Agent.

4. Consenting Party hereby agrees that until it receives notice from Agent or Assignee stating that the Assignment has been terminated, it will make all payments payable under the Contract to the deposit accounts in accordance with Section A.2 hereof.

5. To the extent, if any, that the Contract constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in the Contract may be created through the transfer or possession of any counterpart of the Contract other than the original counterpart, which shall be identified as the counterpart containing the receipt therefor executed by Assignee on or immediately following the signature page thereof. Assignor and Consenting Party agree that Assignee and Agent, and their successors and assigns, are third-party beneficiaries of the covenants of this Consent, and so long as the Assignment has not been discharged this Consent may not be amended to limit, modify

or eliminate any rights given hereunder, without the written consent of Assignee.

SECTION B. REPRESENTATIONS AND WARRANTIES OF CONSENTING PARTY

Consenting Party represents and warrants that:

1. Organization of Consenting Party. Consenting Party is a limited partnership, duly organized and validly existing in good standing under the laws of the State of Delaware, and has all requisite power and authority to enter into and to perform its obligations hereunder and under the Contract and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby.

2. Execution; Delivery; Binding Agreements. This Consent and the Contract have been duly executed and delivered on behalf of Consenting Party and constitute the legal, valid and binding obligations of Consenting Party, enforceable against Consenting Party in accordance with their respective terms.

3. No Termination. At the date hereof, the Contract has not been terminated, amended or modified and it is in full force and effect.

SECTION C. NOTICES

All notices and other communications hereunder shall be in writing and shall be delivered by hand, telecopied (with a copy of the material so telecopied mailed in the manner required hereby to the recipient), telexed or sent by registered or certified mail, return receipt requested, postage prepaid, through the United States Postal Service to the addresses shown below or such other addresses which the parties may provide to one another in accordance herewith. Such notices, requests and demands, if sent by mail, shall be deemed given five (5) days after deposit in the United States mail, if delivered by hand, shall be deemed given when delivered and if telecopied or telexed, shall be deemed given upon receipt thereof.

To Consenting Party at

DAW Forest Products Company, L.P.

[]

[]

Attention: []

Telex No. []

Telecopy No. []

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To Assignee at

Bankers Trust Company
280 Park Avenue
New York, New York 10022
Attention: Donald R. Carse, Jr.,
Vice President, Energy Finance Group
Telex No. 62922 BTNY
Telecopy No. (212) 682-3618

To Assignor at

Crown Pacific, Ltd.
110 North Marine Drive
Portland, Oregon 97217
Attention: Peter W. Stott
Telex No. []
Telecopy No. [(503)]

SECTION D. MISCELLANEOUS

1. Severability of Provisions. Any provision of this Consent or any application thereof which is prohibited or unenforceable in any jurisdiction or under any circumstances shall, as to such jurisdiction or circumstances, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable any other application of such provision in such jurisdiction or render unenforceable such provision in any other jurisdiction or under any other circumstances.

2. Successors and Assigns. This Consent shall be binding upon Consenting Party, and its successors and assigns and inure to the benefit of Assignee, Agent, the Banks and their respective successors and assigns.

3. Further Assurances. Consenting Party hereby agrees to execute and deliver all such instruments and take all such action as Agent may from time to time reasonably request in order to effectuate fully the purposes of this Consent.

4. Non-Disturbance. In the event that the Banks acquire title to the real property described in the Contract, the Bank agrees to recognize DAW's rights under the Contract and to not

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terminate or modify the Contract, all so long as DAW is not in default of the Contract.

DAW FOREST PRODUCTS COMPANY, L.P.

By: Dennis Cronwell
Title: Authorized Representative

Accepted and Agreed to as of
the date first set forth above

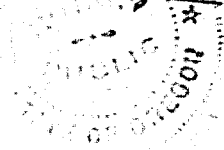
BANKERS TRUST COMPANY, as Agent for the Banks

By: Donald Marsh
Title: Vice President

10/14/0218/01

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 6th day of April, 1988, by Dennis Cronwell, WHO IS Controller and Authorized Agent of DAW Forest Products Company, L. P., a partnership.



Joyce Slayton
Notary Public for Oregon
My commission expires: 5-5-91

AFTER RECORDING RETURN: O'MELVENY & MYERS
153 E. 53rd Street
NEW YORK CITY, N.Y. 10022
ATTN: FRANCES J. BURGWEGER JR., ESQ.

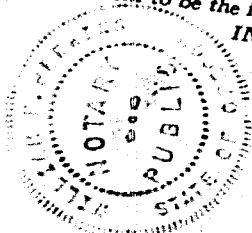
STATE OF OREGON,

County of MULTNOMAH } ss.
before me appeared DONALD CARSE

On this 6 day of April, 1980 5181

duly sworn, did say that he, the said
is the Vice President, and he, the said
is the Secretary
of BANKERS TRUST COMPANY
the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corpora-
tion, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board
of Directors, and DONALD CARSE JR and
acknowledge said instrument to be the free act and deed of said Corporation.

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



My Commission expires 1/11/91 Notary Public for Oregon.

SCHEDULE A

5182

to

CONSENT AND AGREEMENT

(DAW)

Name:

Bankers Trust Company,
a New York banking corporation

Address:

Bankers Trust Plaza
New York, New York 10005

Name:

United States National Bank of Oregon
321 Southwest Sixth Avenue
P.O. Box 4412
Portland, Oregon 97208
Attn: Sally J. Williams, A.V.P.
Commercial Services

10/14/0218-A/01

EXHIBIT A
CROOK COUNTY

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PARCEL 1

TRACT I

IN TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN:

- Section 1: All
- Section 2: All
- Section 3: Govt. Lots 1 & 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$.
- Section 4: Govt. Lots 1, 2, 3 & 4, S $\frac{1}{2}$ N $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 9: S $\frac{1}{2}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$.
- Section 10: All, EXCEPT SE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 11: N $\frac{1}{2}$, SE $\frac{1}{4}$.
- Section 12: N $\frac{1}{2}$, SW $\frac{1}{4}$.
- Section 13: All.
- Section 14: N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 15: W $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 16: All.
- Section 21: W $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{4}$.
- Section 22: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$.
- Section 23: S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 24: N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{4}$.
- Section 25: S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{4}$.
- Section 26: N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 27: SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$.
- Section 28: All.
- Section 33: All.
- Section 34: All.
- Section 35: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 36: W $\frac{1}{2}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.

IN TOWNSHIP 12 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN:

- Section 6: All.
- Section 7: All.
- Section 18: Govt. Lots 1, 2, 3 & 4, NE $\frac{1}{4}$, E $\frac{1}{2}$ N $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 19: Govt. Lots 1, 2, 3 & 4, E $\frac{1}{2}$ N $\frac{1}{4}$.
- Section 30: Govt. Lots 1 & 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$.

IN TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN:

- Section 1: Govt. Lots 1, 2, 3 & 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 12: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.

IN TOWNSHIP 13 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN:

- Section 1: Govt. Lots 3 & 4.
- Section 2: Govt. Lots 1, 2, 3, 4, 5, 6, 11, 12 & 15.
- Section 3: Govt. Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
- Section 4: Govt. Lots 1, 2 & 3, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$.
- Section 5: Govt. Lots 3 & 4, S $\frac{1}{2}$ NW $\frac{1}{4}$.
- Section 6: Govt. Lots 2, 3, 4, 5, 6 & 7, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

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IN TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE WILLAMETTE MERIDIAN:
 Section 4: Govt. Lots 3 & 4, S $\frac{1}{2}$ NW $\frac{1}{4}$.
 Section 5: S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
 Section 8: NE $\frac{1}{4}$.

TRACT II:

IN TOWNSHIP 13 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN:
 Section 12: Beginning at the Southeast corner of Section 12, thence North 490 feet, thence West to the East boundary of the County Road, as it is now located and constructed, thence Southwesterly along said right of way line to the South line of said Section 12, thence East along the South line of said Section 12 to the point of beginning.
 Section 13: All.
 Section 14: E $\frac{1}{4}$.
 Section 24: All.
 Section 23: E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$.
 Section 26: NE $\frac{1}{2}$ NE $\frac{1}{4}$.

PARCEL 4

TRACT I

IN TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN:
 Section 5: W $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 7: SE $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 8: W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{2}$ SW $\frac{1}{4}$.
 Section 9: S $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 16: All.
 Section 17: NE $\frac{1}{4}$.
 Section 18: NE $\frac{1}{2}$ NE $\frac{1}{4}$.

TRACT II

IN TOWNSHIP 13 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN:
 Section 17: S $\frac{1}{2}$.
 Section 18: SE $\frac{1}{4}$.
 Section 20: NE $\frac{1}{2}$ SW $\frac{1}{4}$.

PARCEL II:

COUNTY

Deschutes

TOWNSHIP

DESCHUTES COUNTY

SECTION

SUB-DIVISION

5185

Township 16 South,
Range 10 E.W.M.

3

SW-1/4; SE-1/4; Lots
3 & 4

4

Lots 1, 2, 5 & 6, W-1/2
SE-1/4; SE-1/4 SE-1/4
SW-1/4 lying SE of a
line connecting the
NE corner to the SW
corner

5

All, EXCEPT that portion
of the SE-1/4 SE-1/4
SE-1/4 lying Southeasterly
of a line connecting the
NE corner with the SW cor-
ner of said subdivision

6

All

7

All

8

Lot 4, W-1/2; SW-1/4
SE-1/4; NW-1/4 NE-1/4
lying NW of a line con-
necting the NE corner with
the SW corner, portion of
the NW-1/4 NW-1/4 SE-1/4
lying SW of a line con-
necting the NW corner to
the SE corner S-1/2 NW-1/4
SE-1/4; portion of the
NW-1/4 NE-1/4 SE-1/4 lying
SE of a line connecting
the NE corner to the SW
corner, SW-1/4 NE-1/4
SE-1/4; E-1/2 of Lot 3,
portion of the SE-1/4 of
Lot 2 being further des-
cribed as that portion of
the SE-1/4 SE-1/4 NE-1/4,
lying Southeasterly of a
line connecting the NE
corner with the SW corner
of said subdivision; AND
that portion of the NW-1/4
Govt. Lot 3 lying SEly of
a line connecting the NE
corner of NW-1/4 of Govt.
Lot 3 to the SW corner
thereof

COUNTY
Deschutes

TOWNSHIP
Township 16 South,
Range 10 E.W.M.

SECTION

SUB-DIVISION

5186

9

Lots 1, 2, 3, 4,
W-1/2 E-1/2; SW-1/4;
SE-1/4 NW-1/4; portion
of the NW-1/4 NE-1/4
NW-1/4 lying southeast
of a line connecting
the NE corner to the
SW corner, E-1/2
SW-1/4 NW-1/4; SW-1/4
SW-1/4 NW-1/4; portion
of the NW-1/4 SW-1/4
NW-1/4 lying southeast
of a line connecting
the NE corner to the
SW corner, portion of
the SE-1/4 NW-1/4
NW-1/4 lying southeast
of a line connecting
the NE corner to the
SW corner, S-1/2
NE-1/4 NW-1/4; NE-1/4
NE-1/4 NW-1/4

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14

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27
28
29
30
31
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33
34
35
36

All
SW-1/4 NW-1/4; W-1/2
SW-1/4
All
All
All
All
All
All
All
All
All
All
All
W-1/2; SE-1/4
All
All
All
All
All
All
All
All
All
All

PARCEL III:

5187

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	
Deschutes	16 South, Range 11 E.W.M.	30	Lots 1, 2, 3, 4, NE-1/4 NW-1/4; E-1/2 SW-1/4
		31	Lots 1, 2, E-1/2 NW-1/4
		6	Lot 7, SE-1/4 SW-1/4; S-1/2 SE-1/4
		8	SW-1/4
	17 South, Range 11 E.W.M.	9	NE-1/4; SW-1/4
		15	W-1/2; W-1/2 SE-1/4
		16	All
		17	NE-1/4
		18	Lots 3, 4, NE-1/4; E-1/2 SW-1/4; SE-1/4
		19	All
		20	All
		22	W-1/2 NE-1/4; that portion of SE-1/4 NE-1/4 South of Main Road; W-1/2; SE-1/4
		23	NW-1/4 NE-1/4, EXCEPT that portion which lies within the boundaries of The Farm subdivision official Plat # 271, Deschutes County, Oregon.

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	
Deschutes	17 South, Range 11 E.W.M.	23 Cont.	That portion of the W-1/2 W-1/2 E-1/2 SW-1/4 and the W-1/2 SW-1/4 lying West of and being outside the boundary of Shevlin Park
		26	That portion of the W-1/2 NW-1/4 and the NW-1/4 SW-1/4 lying West of and being outside the boundary of Shevlin Park
		27	N-1/2; SW-1/4; W-1/2 SE-1/4; NE-1/4 SE-1/4; All being West of and outside the boundary of Shevlin Park
		28	All
		29	All
		30	All
		31	All
		32	All
		33	N-1/2; SW-1/4; N-1/2 SE-1/4; SW-1/4 SE-1/4
		34	NW-1/4 lying West of and being outside the boundary of Shevlin Park

PARCEL IV:

COUNTY	TOWNSHIP	SECTION	SUB-DIVISION	5189
Deschutes	Township 17 South, Range 10 E.W.M.	1	All	
		2	All	
		3	All	
		4	All	
		5	All	
		6	All	
		7	N-1/2 NE-1/4; SE-1/4 NE-1/4	
		8	N-1/2; NE-1/4 SW-1/4; SE-1/4	
		9	N-1/2; N-1/2 S-1/2; SE-1/4 SW-1/4; S-1/2 SE-1/4	
		10	All	
		11	All	
		12	All	
		13	All	
		14	All	
		15	All	
		16	E-1/2	
		21	NE-1/4 NE-1/4; E-1/2 SE-1/4	
		22	All	
		23	All	
		24	All	
		25	All	
		26	All	
		27	E-1/2; NW-1/4	
		34	NE-1/4 NE-1/4; E-1/2 SE-1/4; SW-1/4 SE-1/4; SE-1/4 SW-1/4	
		35	All	
		36	All	
Deschutes	Township 18 South, Range 10 E.W.M.	1	Lots 1-4, S-1/2 N-1/2; N-1/2 SE-1/4 LESS a tract of land in the SE-1/4 NE-1/4 Sec. 1, Township 18 South, Range 10 E.W.M. the same being a 200 foot wide strip, the center line of which is described as follows: Beginning at a point on the East line of said Sec. 1 which point is located 728 feet North of the East quarter corner of said Sec.; thence North 82°20' West for a distance of 800 feet to the Westerly end of said tract	

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COUNTY
Deschutes

TOWNSHIP
Township 18 South,
Range 10 E.W.M.

SECTION

SUB-DIVISION

2

Lots 1-4, S-1/2 N-1/2;
NW-1/4 SE-1/4; N-1/2
SW-1/4

3

4

All
S-1/2 NE-1/4, SE-1/4 LESS
road right of way

PARCEL V:

COUNTY
Deschutes

TOWNSHIP
18 South,
Range 11 E.W.M.

SECTION

4

Lot 4; S-1/2 NW-1/4

5

Lots 1, 2, 3, 4; S-1/2
N-1/2; N-1/2 SW-1/4;
NW-1/4 SE-1/4

6

Lots 1, 2, 3, 4, 5, 6;
SE-1/4 NW-1/4; S-1/2
NE-1/4; NE-1/4 SE-1/4;
NE-1/4 SW-1/4 Less road
right of way

PARCEL VI:

5191

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	Township 21 South, Range 10 E.W.M.	4	SW-1/4
		5	Lot 1, 2, S-1/2 NE-1/4
		7	Lot 2, NE-1/4; SE-1/4
			NW-1/4
Deschutes	Township 22 South, Range 10 E.W.M.	8	W-1/2 NW-1/4
		30	Lots 1, 2, 3, 4; E-1/2 W-1/2; W-1/2 SE-1/4; EXCEPT that portion conveyed to the public in Road Dedication Deed recorded August 30, 1972, in Book 187, Page 893, Deed records. ALSO EXCEPT the following described parcel: Beginning at a point 200 feet East of the NW corner of Lot 1, Section 30, Township 22 South, Range 10 E.W.M., thence East along the North line of said Lot 1, 528 feet; thence South 660 feet; thence West 528 feet; thence North 660 feet to the place of beginning.
		31	Lots 1, 2, 3 4; W-1/2 E-1/2 E-1/2; W-1/2 E-1/2; E-1/2 W-1/2; EXCEPT that portion conveyed to the public in Road Dedication Deed recorded August 30, 1972, in Book 187, Page 893, Deed records.

PARCEL VII:

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	Township 22 South, Range 9 E.W.M.	1	S-1/2 NW-1/4; N-1/2 SW-1/4; All except Lots 1, 2, 3, 4 All except Lots 1, 2, 3, 4 All
		2	N-1/2; SW-1/4; N-1/2 SE-1/4
		3	NW-1/4 NW-1/4 W-1/2
		10	All
		11	All
		12	All
		14	All
		15	All
		21	All
		22	All
		23	All
		25	All
		26	E-1/4 NE-1/4; W-1/2 NW-1/4; that portion of SE-1/4 NW-1/4 lying West of County Road; Less road right of way All, Less road right of way
		27	All
		28	All
		29	All
		31	5 acres in SW corner of Lot 2
		32	All, Less road right of way
		33	All, Less road right of way
		34	All
		35	N-1/2 NE-1/4, W-1/2; W-1/2 SE-1/4, SW-1/4 NE-1/4
		36	SE-1/4 NE-1/4; NW-1/4, except that 60.00' strip of land conveyed to Deschutes County March 8, 1987 in Book 142, Page 2965 Deschutes County records; E-1/2 SE-1/4; SW-1/4 SE-1/4; Less road right of way
Deschutes	Township 22 South, Range 9 E.W.M.		

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PARCEL 4

The Southwest $\frac{1}{4}$ in Section 16, the South $\frac{1}{2}$ of the South $\frac{1}{2}$, the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ in Section 17, the North $\frac{1}{2}$, the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southeast $\frac{1}{4}$ in Section 20, the West $\frac{1}{2}$, the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ in Section 21, the South $\frac{1}{2}$ of the South $\frac{1}{2}$ in Section 22, the Southwest $\frac{1}{4}$ in Section 26, the East $\frac{1}{2}$ of the West $\frac{1}{2}$, the Southeast $\frac{1}{4}$ in Section 27, Township 11 South, Range 17 East of the Willamette Meridian, Jefferson County, Oregon.

PARCEL 7

Township 11 South, Range 16 East, Willamette Meridian, Jefferson County, Oregon:

Section 13: South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

Section 14: Southwest $\frac{1}{4}$, West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$

Section 22: West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

Section 23: Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, Southeast $\frac{1}{4}$

Section 24: Northeast $\frac{1}{4}$, South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, South $\frac{1}{2}$

Section 25: A11

Section 26: A11

Section 27: A11

Section 28: South $\frac{1}{2}$ of the North $\frac{1}{2}$, South $\frac{1}{2}$

Section 29: East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$

Section 32: Northeast $\frac{1}{4}$, North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

Section 33: A11

Section 34: A11

Section 35: A11

Section 36: A11

Township 11 South, Range 17 East, Willamette Meridian, Jefferson County, Oregon:

Section 18: South $\frac{1}{2}$ of the South $\frac{1}{2}$

Section 19: North $\frac{1}{2}$, North $\frac{1}{2}$ of the South $\frac{1}{2}$, South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$

Section 28: All

Section 29: Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, South $\frac{1}{2}$ of the North $\frac{1}{2}$, South $\frac{1}{2}$

Section 30: West $\frac{1}{2}$, Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$

Section 31: East $\frac{1}{2}$, Southwest $\frac{1}{4}$

Section 32: All

Section 33: All

Section 34: West $\frac{1}{2}$ of the East $\frac{1}{2}$, West $\frac{1}{2}$

Section 35: East $\frac{1}{2}$, East $\frac{1}{2}$ of the West $\frac{1}{2}$

Section 36: All

Township 12 South, Range 15 East, Willamette Meridian, Jefferson County, Oregon:

Section 36: All

Township 12 South, Range 16 East, Willamette Meridian, Jefferson County, Oregon:

Section 5: East $\frac{1}{2}$, North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$

Section 6: Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

Section 7: East $\frac{1}{2}$, East $\frac{1}{2}$ of the West $\frac{1}{2}$, Lot 4:

Section 8: South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, West $\frac{1}{2}$, Southeast $\frac{1}{4}$

Section 17: All

Section 18: All

Section 19: North $\frac{1}{2}$, North $\frac{1}{2}$ of the South $\frac{1}{2}$, Lot 4

Section 20: All

Section 29: All

- Section 30: South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; Southeast $\frac{1}{4}$
- Section 31: North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, West $\frac{1}{2}$, West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$
- Section 32: North $\frac{1}{2}$, Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

KLAMATH COUNTY

TRACT: 23S09E

Section 02:
SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 03:
GOVERNMENT LOTS 1, 2, 3 AND 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

Section 04:
N $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 05:
N $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 09:
SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 10:
E $\frac{1}{4}$, E $\frac{1}{4}$ W $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 11:
S $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 14:
W $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 15:
N $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 20:
N $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 21:
N $\frac{1}{4}$ N $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 22:
W $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

Section 23:
E $\frac{1}{4}$ E $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$.

Section 24:
W $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 25:
SE $\frac{1}{4}$ SW $\frac{1}{4}$ AND THAT PORTION OF W $\frac{1}{2}$ NW $\frac{1}{4}$ LYING NORTH AND WEST OF U.S. HWY. 97.

Section 26:
NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, THAT PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ LYING EASTERLY OF THE IRRIGATION DITCH, THAT PORTION OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ LYING NORTHWESTERLY OF U.S. HWY. 97.

Section 28:
W $\frac{1}{4}$.

Section 29:
NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 32:
E $\frac{1}{2}$ NE $\frac{1}{4}$.

Section 33:
N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 34:
E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 35:
E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ LYING SOUTHEASTERLY OF THE IRRIGATION DITCH, W $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 36:
NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.

All being in Township 23 South, Range 09 East, W.M.

TRACT: 24S08E

Section 02:
GOVERNMENT LOTS 2, 3 AND 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 03:
ALL.

Section 04:
GOVERNMENT LOTS 1, 2, 7 AND 8, E $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 09:
ALL.

Section 10:
ALL.

Section 11:
W½NE¼, W½, SE¼.

Section 14:
NE¼, N½NW¼, SW½NW¼, NW½SW¼.

Section 16:
ALL.

Section 20:
SE½NW¼, N½SW¼, SW½SW¼.

Section 21:
ALL.

Section 28:
N½, NE½SW¼, NW½SE¼.

All being in Township 24 South, Range 08 East, W.M.

TRACT: 24S09E

Section 01:
GOVERNMENT LOTS 2 AND 3, SE½NW¼, NE½SW¼, SW½NE¼.

Section 02:
GOVERNMENT LOTS 3 AND 4, SW½NW¼.

Section 03:
GOVERNMENT LOTS 1 AND 2, S½NE¼, S½NW¼, N½SW¼, SW½SW¼, NW½SE¼.

Section 04:
SE½NE¼, E½SE¼.

Section 09:
N½, N½S½.

Section 10:
W½NW¼, NW½SW¼.

All being in Township 24 South, Range 09 East, W.M.

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TRACT: 25S07E

Section 25:
W1/2SE1/4, SE1/4SE1/4.

All being in Township 25 South, Range 07 East, W.M.

TRACT: 25S08E

Section 02:
NE1/4.

All being in Township 25 South, Range 08 East, W.M.

TRACT: 27S08E

Section 21:
N1/2SW1/4 LYING EASTERLY OF THE BURLINGTON NORTHERN RAILWAY
RIGHT-OF-WAY.

All being in Township 27 South, Range 08 East, W.M.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 8th day
of April A.D. 19 88 at 9:51 o'clock A M., and duly recorded in Vol. M88
of Mortgages on Page 5176.

FEE \$115.00

Evelyn Biehn

County Clerk

By Bernetha S. Fetsch

EXHIBIT A - PAGE 16