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m TC 1396-6787
TRUST DEED

DATED: December 30, 1993

BETWEEN: J.R. SIMPLOT, as Trustee of the
J.R. SIMPLOT SELF DECLARATION
OF REVOCABLE TRUST DATED
DECEMBER 21, 1989
and J.R. SIMPLOT COMPANY
c/o J.R. Simplot Company
999 Main Street, Suite 1300
PO Box 27
Boise, Idaho 83707

GRANTOR

AND: METROPOLITAN LIFE INSURANCE COMPANY
One Madison Avenue
New York, NY 10010

BENEFICIARY

AND: TICOR TITLE INSURANCE COMPANY
421 SW Stark Street
Portland, OR 97204

TRUSTEE

Grantor is the owner of the real property in Lake and Deschutes Counties, Oregon described on attached Exhibit A-1, and the lessee of the real property in Lake, Deschutes and Klamath Counties, Oregon described on attached Exhibit A-2.

Beneficiary has lent to Grantor and J.R. Simplot the sum of \$16,440,000 on certain terms and conditions. Such amount will be repayable with interest according to the terms of a promissory note given to evidence such indebtedness, dated the same as this Trust Deed, under which the final payment of principal and interest will be due on November 1, 2008. The promissory note, and any note or notes given in renewal, modification, substitution or addition to the promissory note originally issued, is referred to as "the Note." The loan is subject to certain terms and conditions set forth in that Loan Agreement between Grantor, J.R. Simplot and Beneficiary dated the same as this Trust Deed (the "Loan Agreement").

The term "Indebtedness" as used in this Trust Deed shall mean (a) the principal and interest payable under the Note, (b) any future amounts that Beneficiary may in its discretion loan to Grantor, with interest thereon, (c) any amounts expended or advanced by Beneficiary to discharge obligations of Grantor or expenses incurred by Beneficiary or Trustee to enforce obligations of Grantor, as permitted under this Trust Deed or under the Security Agreement and other instruments securing the Note. (The Security Agreements and

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other security instruments are hereafter referred to as the "Other Security Instruments", and (d) any amount, with interest thereon as provided in Section 15.4 below, payable to Beneficiary under Section 4.(c) of the Loan Agreement to the extent Beneficiary specifically elects by written notice to Grantor to include such amounts in the Indebtedness.

FOR VALUE RECEIVED, Grantor conveys to Trustee in trust the following:

(1) The real property in Lake and Deschutes Counties, Oregon described on attached Exhibit A-1 (the "Fee Lands") and the Grantor's leasehold interest in the real property in Lake, Klamath and Deschutes Counties, Oregon, described on attached Exhibit A-2 (the "Leased Lands"). (The Fee Lands and the Leased Lands are collectively referred to as the "Real Property").

(2) Grantor's interest in the leases described on attached Exhibit A-2, together with any extensions or renewals thereof (the "Leases").

(3) All furnishings, fixtures (including trade fixtures), appliances, furniture, supplies, equipment, inventory, equipment used for the production of water on the Real Property or for the irrigation or drainage thereof and all other tangible and intangible personal property of Grantor, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such property, and all proceeds (including insurance proceeds) from the sale or other disposition of any of such property, including, without limitation, the items described on attached Exhibit B (the "Personal Property"), BUT EXCLUDING THE ANNUAL CALF CROP AND OTHER CROPS OF J.R. SIMPLOT COMPANY.

(4) All water, water rights, ditches and ditch rights, any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and any such rights acquired in the future, which entitle Grantor to use water for any purpose upon the Real Property, including but not limited to the water right certificates and permits from the State of Oregon described on attached Exhibit C.

(5) All grazing leases, permits, allotments, licenses and privileges (the "Permits") covering state or federally owned lands used or operated in connection with the Real Property, together with all renewals of such Permits and any such Permits acquired in the future, including but not limited to the Permits described on attached Exhibit D.

Grantor presently assigns to Beneficiary all of Grantor's right, title and interest in and to all rents, revenues, income, issues and profits, BUT EXCLUDING THE ANNUAL Calf CROP OR OTHER CROPS OF J.R. SIMPLOT COMPANY (the "Income") from the Real Property, Personal Property, Leases and Permits, whether now or hereafter due.

Grantor grants Beneficiary a security interest in the Income, the Leases, the Permits and the Personal Property.

The real and personal property described above is referred to as the "Property."

This Trust Deed, the assignment of the Income, and security interest are given to secure payment of the Indebtedness and performance of all obligations of Grantor under this Trust Deed and are given and accepted on the following terms and conditions which Grantor will promptly and faithfully observe and perform:

1. PAYMENT AND PERFORMANCE

Grantor shall pay to Beneficiary promptly when due all amounts payment of which is secured by this Trust Deed and shall strictly perform all obligations imposed upon Grantor by this Trust Deed.

2. POSSESSION AND MAINTENANCE OF THE PROPERTY

2.1 Possession. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Income from the Property.

2.2 Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs and maintenance necessary to preserve its value. The Real Property shall be cultivated in accordance with good husbandry practices and all farming and ranching operations shall be conducted in such a manner as to prevent deterioration of the Property.

2.3 Nuisance, Waste. Grantor shall not conduct or permit any nuisance and shall not commit or suffer any strip or waste on the Property.

2.4 Removal of Improvements. Grantor shall not demolish or remove any improvements from the Property without the prior written consent of Beneficiary. Beneficiary shall consent if Grantor makes arrangements satisfactory to Beneficiary to replace any improvement which Grantor proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and other fixtures and improvements now or hereafter installed in

or attached to the Real Property, including but not limited to fences, corrals, scales, mobile homes, silos, storage facilities and irrigation equipment.

2.5 Beneficiary's Right to Enter. Beneficiary and its agents and representatives may enter upon the Property at all reasonable times to attend to Beneficiary's interest and to inspect the Property and to inspect any and all financial and other records relating to Grantor's operations on the Property.

2.6 Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Beneficiary's interest in the Property is not jeopardized.

2.7 Duty to Protect. Grantor shall do all other acts, in addition to those set forth in this Trust Deed, that from the character and use of the Property are reasonably necessary to protect and preserve the security.

2.8 Water Rights. All existing water rights benefiting the Property shall be maintained by Grantor and applied to beneficial use so as to maintain the validity and priority of such rights.

2.9 Grazing Permits and Licenses. Grantor covenants and agrees to renew the Permits upon or prior to their expiration date, to execute any instrument deemed necessary by Beneficiary to effect a collateral assignment or waiver of such renewals to the Beneficiary, and to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing all of such Permits and all renewals thereof. Grantor shall take no action which would adversely affect any of such Permits or Grantor's preference status thereunder, and that in the event of foreclosure of this Trust Deed, Grantor will waive all claims for preference under any such Permits upon demand from the purchaser at foreclosure sale of the Real Property, or any successor to such purchaser. Grantor further agrees that the lands covered by any lease, permit or privilege which Grantor, with the consent of Beneficiary, shall substitute for the Permits, shall be subject to the provisions of this Trust Deed. Upon foreclosure and sale of the Real Property, title to the improvements held by Grantor on any federal or state lands covered by the Permits, together with Grantor's right to be paid the reasonable value thereof, shall pass free of all encumbrances other than those of the United States or the State of Oregon, to the purchaser at such sale, and the Beneficiary is hereby authorized to

execute, at its option, on behalf of the Grantor, a bill of sale for such improvements. If title in fee simple to any of the lands covered by the Permits (or to any other lands lying within the exterior boundaries of the fee owned and leased lands herein described) shall hereafter be acquired by the Grantor, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this Trust Deed to the same extent as though lands had originally been included herein as part of the Real Property, and, further, that all of the terms, covenants, conditions and stipulations of this Trust Deed, applicable to the Real Property, shall extend and be applicable to any lands hereafter so acquired.

3. COVENANTS REGARDING LEASES

Grantor will:

(a) Strictly and punctually pay and perform all obligations of the lessee under the Leases;

(b) Promptly upon, but in no event later than ten (10) business days after learning thereof, but in any event, not less than ten (10) days prior to the expiration of any applicable grace period, notify Beneficiary in writing of the occurrence of any default under any of the Leases or the receipt of any notice or communication from the lessor asserting a default under any of the Leases;

(c) Not assign, agree to assign, sell or transfer any interest in or grant any security interest or lien upon the Leases or Grantor's interest thereunder; and

(d) Not terminate, amend or modify any Lease without the prior written consent of Beneficiary.

4. TAXES AND LIENS

4.1 Payment. Grantor shall pay when due all taxes and assessments levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Beneficiary under this Trust Deed, except for the lien of taxes and assessments not due, and except as otherwise provided in Section 4.2.

4.2 Right to Contest. Grantor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over the obligation to pay, so long as Beneficiary's interest in the Property is not jeopardized. If the Property

is subjected to a lien which is not discharged within 15 days, Grantor shall deposit with Beneficiary, or in favor of Beneficiary, cash, a sufficient corporate surety bond or other security satisfactory to Beneficiary in an amount sufficient to discharge the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest proceedings, Grantor will defend itself and Beneficiary and will name Beneficiary as an additional obligee under any surety bond, and Grantor shall satisfy any final adverse judgment before enforcement against the Property.

4.3 Evidence of Payment. Grantor shall promptly furnish evidence of payment of taxes and assessments to Beneficiary on its demand and shall authorize the appropriate county official to deliver to Beneficiary at any time a written statement of the taxes and assessments against the Property, and shall pay the expense of a tax reporting service for the Property if required by Beneficiary.

4.4 Notice of Construction. Grantor shall notify Beneficiary at least 15 days before any work is commenced, any services are furnished or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services or materials and the cost exceeds \$500,000. On Beneficiary's request, Grantor will promptly furnish advance assurances satisfactory to Beneficiary that Grantor can and will pay the cost of such improvements.

4.5 Farm or Forest Classification. Grantor agrees to maintain the farm use or forest lands classification of the Property on the tax rolls, and not to allow any act or omission which would disqualify the Property for assessment as farm or forest lands.

5. PROPERTY DAMAGE INSURANCE

5.1 Maintenance of Insurance. Grantor shall procure and maintain such policies of insurance as Beneficiary may reasonably require. This shall include policies of fire insurance and tornado insurance with standard extended coverage endorsements covering all improvements on the Property for their full insurable value, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Beneficiary. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Beneficiary. Grantor shall deliver to Beneficiary certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days' written notice to Beneficiary.

5.2 Application of Proceeds. Grantor shall promptly notify Beneficiary of any loss or damage of the Property which exceeds \$100,000. Beneficiary may make proof of loss if Grantor fails to do so within 15 days of the casualty. Beneficiary may, at its election, apply the proceeds attributable to such loss to the reduction of the Indebtedness or the restoration and repair of the Property. If Beneficiary elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Beneficiary. Upon satisfactory proof of such expenditure, Beneficiary shall pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. Any proceeds which have not been paid out within one (1) year after their receipt and which Beneficiary has not committed to the repair or restoration of the Property shall be used to prepay first accrued interest and then principal of Grantor's Indebtedness. If Beneficiary holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

5.3 Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Trust Deed at any trustee's sale or any foreclosure sale of the Property.

6. WARRANTIES OF GRANTOR

6.1 Title. Grantor, or either of them, as the case may be, warrants that they hold merchantable title to the Property other than the Leased Lands in fee simple free of all encumbrances other than those set forth in the attached Exhibit E. J.R. Simplot Company warrants that it is the owner of the lessee's interest in the Leases, free of all liens and encumbrances.

6.2 Defense of Title. Subject to the exceptions in the paragraph above, Grantor warrants and will forever defend the title against the lawful claims of all persons claiming the same by, through or under Grantor. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Beneficiary or Trustee under this Trust Deed, Grantor shall defend the action at its expense.

6.3 Not Residential Trust Deed. Grantor warrants that this Trust Deed is not and will not at any time constitute a "residential trust deed" (as that term is defined in ORS 86.705(3) or its successor statutes). Grantor warrants that Grantor is engaging in this transaction exclusively for business, commercial, or investment purposes. Grantor covenants and agrees that the Property will never be used as the principal residence of J.R. Simplot, his spouse, or any of his minor children or dependent children.

7. CONDEMNATION

7.1 Application of Net Proceeds. If all or any part of the Property is condemned, and the value of the portion so condemned exceeds \$50,000, Beneficiary may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor, Beneficiary, and Trustee in connection with the taking by condemnation. Sale of all or any part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this Section shall apply.

7.2 Proceedings. If any proceedings in condemnation are filed, Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Beneficiary shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefore to which Grantor may be entitled.

8. IMPOSITION OF TAX BY STATE

8.1 State Taxes Covered. The following shall constitute state taxes to which this Section applies:

(a) A specific tax upon trust deeds or upon all or any part of the indebtedness secured by a trust deed.

(b) A specific tax on a grantor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a trust deed.

(c) A tax on a trust deed chargeable against the beneficiary or the holder of the note secured.

(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a grantor.

8.2 Remedies. If any state tax to which this Section applies is enacted subsequent to the date of this Trust Deed, this shall have the same effect as a default, and Beneficiary may exercise any or all of the remedies available

to it in the event of a default unless the following conditions are met:

(a) Grantor may lawfully pay the tax or charge imposed by the state tax, and

(b) Grantor pays the tax or charge within 30 days after notice from Beneficiary that the tax law has been enacted or 15 days prior to the date the tax is payable, whichever is later.

9. POWERS AND OBLIGATIONS OF TRUSTEE

9.1 Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the request of Beneficiary and Grantor:

(a) Join in preparing and filing a map or plat of the Property, including the dedication of streets or other rights in the public.

(b) Join in granting any easement or creating any restriction on the Property.

(c) Join in any subordination or other agreement affecting this deed or the interest of Beneficiary under this deed.

(d) Reconvey, without warranty, all or any part of the Property.

9.2 Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

10. TRANSFER BY GRANTOR

10.1 Prohibition of Transfer Without Consent. Grantor shall not sell, agree to sell, assign, convey, subcontract, or otherwise transfer any part or all of the Property or any interest in the Property, without the prior written consent of Beneficiary, which consent may be withheld in Beneficiary's sole discretion. If Grantor or a prospective transferee applies to Beneficiary for consent to a transfer, Beneficiary may require such information as may be reasonably necessary for Beneficiary to assess the prospective transferee's prior business experience, reputation and financial ability to perform Grantor's obligations under this Trust Deed. Without limiting the generality of the foregoing,

the occurrence at any time of any of the following events, without Beneficiary's prior written consent, shall be deemed a transfer of title to the Property:

(a) Any sale, conveyance, lease, assignment or other transfer of, or the grant of a security interest in, all or any part of the legal or equitable title to the Property;

(b) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, executors or estate administrators or executors, or by or through a bankruptcy court.

10.2 Condition to Consent. As a condition of its consent to any transfer, Beneficiary may in its discretion impose a service charge not exceeding one percent of the outstanding Indebtedness and may increase the interest rate of the Indebtedness to such rate as Beneficiary may then determine to be its current rate on comparable new agricultural loans in the State of Oregon. Beneficiary may increase the amount of each remaining installment so that the Indebtedness will be fully paid by the original maturity date. In no event, however, shall the interest rate be increased beyond the maximum rate permitted under applicable law.

10.3 Effect of Consent. Consent by Beneficiary to one transfer shall not constitute a consent to other transfers or a waiver of this section. No transfer by Grantor shall relieve Grantor of liability for payment of the Indebtedness. Following a transfer, Beneficiary may agree to any extension of time for payment or modification of the terms of this Trust Deed or the Note or waive any right or remedy under this Trust Deed or the Note without relieving Grantor from liability. Grantor waives notice, presentment, and protest with respect to the Indebtedness.

11. SECURITY AGREEMENT; SECURITY INTEREST

11.1 Security Agreement. This instrument shall constitute a security agreement with respect to the Income, the Leases, the Permits and the Personal Property included in the description of the Property.

11.2 Security Interest. Upon request by Beneficiary, Grantor shall execute financing statements and take whatever other action is requested by Beneficiary to perfect and continue Beneficiary's security interest in the Income and Personal Property described in and encumbered by this Trust Deed. Grantor hereby appoints Beneficiary as Grantor's attorney in fact for the purpose of executing any

documents necessary to perfect or continue the security interest granted therein. Beneficiary may file copies or reproductions of this deed as a financing statement at any time and without further authorization from Grantor. Grantor will reimburse Beneficiary for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the personal property and make it available to Beneficiary within three days after receipt of written demand from Beneficiary.

11.3 Fixture Filing. This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter become such fixtures.

12. RECONVEYANCE ON FULL PERFORMANCE

If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Trust Deed, Beneficiary shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file. The reconveyance and filing fees shall be paid by Grantor.

13. DEFAULT

The following shall constitute events of default:

(a) Failure of Grantor to pay any portion of the Indebtedness when it is due.

(b) Failure of Grantor within the time required by this Trust Deed to make any payment for taxes, insurance or any other payment necessary to prevent filing of or discharge of any lien (or within such time discharge or bond such lien in the manner permitted in Section 4.2 above).

(c) Transfer or agreement to transfer any part or interest in the Property without the prior written consent of Beneficiary, as required under Section 10 above.

(d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Grantor; the commencement by Grantor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to

insolvency or debtor's relief; the entry of a decree or order for relief against Grantor in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Grantor to the appointment of a receiver, trustee, or custodian of Grantor or of any of Grantor's property; an assignment for the benefit of creditors by Grantor; the making or suffering by Grantor of a fraudulent transfer under applicable federal or state law; concealment by Grantor of any of its property in fraud of creditors; the making or suffering by Grantor of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the Property which is not discharged or bonded in the manner permitted by Section 4.2 above; or Grantor's failure generally to pay its debts as such debts become due. The events of default in this paragraph shall apply and refer to Grantor and to each of the individuals or entities that are collectively referred to as "Grantor."

(e) Failure of Grantor to perform any other obligation under this Trust Deed within 30 days after receipt of written notice from Beneficiary specifying the nature of the default or, if the default cannot be cured within 30 days, failure within such time to commence and pursue curative action with reasonable diligence. No notice of default and no opportunity to cure shall be required if during the prior 12 months Beneficiary has already sent a notice to Grantor concerning default in performance of the same obligation.

(f) The occurrence of a default under the Other Security Instruments, or the Loan Agreement.

14. RIGHTS AND REMEDIES ON DEFAULT

14.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Trustee or Beneficiary may exercise any one or more of the following rights and remedies:

(a) Beneficiary may declare the entire Indebtedness immediately due and payable.

(b) The Trustee shall have the right to foreclose by notice and sale, and Beneficiary shall have the right to foreclose by judicial foreclosure, in either case in accordance with applicable law.

(c) If this Trust Deed is foreclosed by judicial procedure, Beneficiary will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Trust Deed exceeds the net sale proceeds payable to Beneficiary.

(d) With respect to all or any part of the Property that constitutes personalty, Beneficiary shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

(e) Beneficiary shall have the right, without notice to Grantor, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Beneficiary's costs, against the Indebtedness. In furtherance of this right, Beneficiary may require any tenant or other user to make payments of rent or use fees directly to Beneficiary. If the Income is collected by Beneficiary, then Grantor irrevocably designates Beneficiary as Grantor's attorney in fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Beneficiary in response to Beneficiary's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Beneficiary may exercise its rights under this paragraph either in person, by agent or through a receiver.

(f) Beneficiary shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Income from the Property and apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Beneficiary shall not disqualify a person from serving as a receiver.

(g) In the event Grantor remains in possession of the Property after the Property is sold as provided above or Beneficiary otherwise becomes

entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at will of Beneficiary or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Grantor's possession.

(h) Trustee and Beneficiary shall have any other right or remedy provided in this Trust Deed, the Note or any other instrument delivered by Grantor in connection therewith, or available at law, in equity or otherwise.

14.2 Rights of Receiver or Beneficiary-in-Possession. Upon taking possession of all or any part of the Property, the receiver or Beneficiary may:

(a) Use, operate, manage, control and conduct business on the Property and make expenditures for all maintenance and improvements as in its judgment are proper;

(b) Collect the Income from the Property and apply such sums to the expenses of use, operation, and management;

(c) At Beneficiary's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Beneficiary deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Beneficiary (if Beneficiary, in its sole discretion, agrees to lend) or otherwise, or Beneficiary may borrow or advance, such sums as the receiver or Beneficiary may deem 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 interest rate as provided in Section 15.4 below. Such sums shall become a part of the Indebtedness secured by this deed and shall be payable by Grantor on demand.

14.3 Sale of the Property. In exercising its rights and remedies, the Trustee or Beneficiary may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Beneficiary may bid at any public sale on all or any portion of the Property.

14.4 Notice of Sale. Beneficiary shall give Grantor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private

sale or other intended disposition of the personal property is to be made. Reasonable notice shall mean notice given at least 10 days before the time of the sale or disposition.

14.5 Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Trust Deed shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Beneficiary under this Trust Deed are cumulative and not exclusive. An election to make expenditures or take action to perform an obligation of Grantor shall not affect Beneficiary's right to declare a default and exercise its remedies under this Trust Deed.

14.6 Attorneys' Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Trust Deed, the prevailing party shall be entitled to recover its reasonable attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Beneficiary that are necessary at any time in Beneficiary's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 15.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions, title insurance, and fees for the Trustee.

15. MISCELLANEOUS

15.1 Time of Essence. Time is of the essence of this Trust Deed.

15.2 Binding Upon Successors and Assigns. Subject to the limitations stated in this deed or transfer of Grantor's interest and subject to the provisions of applicable law with respect to successor trustees, this Trust Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns.

15.3 Security Agreement. In construing this Trust Deed, the term "Trust Deed" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property.

15.4 Expenditure by Beneficiary. If Grantor fails to comply with any provision of this Trust Deed, Beneficiary may elect to take the required action on Grantor's behalf, and

any amount that Beneficiary expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the rate of 18 percent per annum or at the rate the Note bears, whichever is higher, but not in any event at a rate higher than the maximum rate permitted by law. Such action by Beneficiary shall not constitute a cure or waiver of the default or any other right or remedy which Beneficiary may have on account of Grantor's default.

15.5 Notices. Any notice under this Trust Deed shall be in writing and shall be effective when either delivered in person or, if mailed, shall be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, addressed to the parties at the following addresses:

If to Beneficiary:

Manager
Metropolitan Life Ins. Co.
Agricultural Investments
Northwest Branch Office
Creskide One, Suite 103
1001 South 24th Street West
Billings, Montana 59102

With a copy to:

Vice President - Agricultural
Investments
Metropolitan Life Ins. Co.
8717 West 110th Street, Suite 700
Overland Park, Kansas 66210

If to Grantor:

J.R. Simplot Company
999 Main Street, Suite 1300
PO Box 27
Boise, Idaho 83707
Attn: Corporate Secretary

With a copy to:

Simplot Livestock Company
HC 85, Box 275
Grandview, Idaho 83642
Attn: Mr. Thomas J. Basabe

Any party may change its address for notices by written notice to the other.

15.6 Invalid Provisions to Affect No Others. If any of the provisions contained in the Note or this Trust Deed shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Trust Deed and the Note shall not be affected.

15.7 Changes in Writing. This Trust Deed and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Grantor or Beneficiary relating to this Trust Deed shall be superior to the rights of the holder of any intervening lien or encumbrance.

15.8 Applicable Law. The law of the State of Oregon shall be applicable for the purpose of construing and determining the validity of this Trust Deed and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Beneficiary on default.

15.9 Exhibits. The following exhibits are attached to this Trust Deed and incorporated herein by reference:

- Exhibit A-1 - Fee Lands
- Exhibit A-2 - Leased Lands
- Exhibit B - Personal Property
- Exhibit C - Water Rights
- Exhibit D - Grazing Permits
- Exhibit E - Permitted Encumbrances

15.10 Joint and Several Liability. If Grantor consists of more than one person or entity, the obligations imposed upon Grantor under this deed shall be joint and several.

15.11 Counterparts. This Trust Deed may be executed in any number of counterparts, and each and every counterpart shall be deemed to constitute for all purposes one (1) and the same agreement.

15.12 Joinder of Spouse. Esther Simplot joins in the execution of this Trust Deed for the purpose of encumbering her community property interest, if any, in the Property.

GRANTOR:

[Signature]
J.R. SIMPLOT, as Trustee of the
J.R. Simplot Self Declaration
of Revocable Trust dated
December 21, 1989

J.R. SIMPLOT COMPANY, a Nevada
corporation

Attest:
Title:

[Signature]
SECRETARY

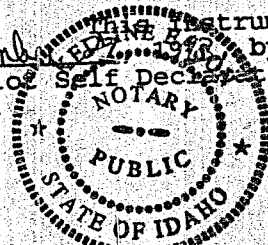
By: [Signature]
Its: PRESIDENT

[Signature]
Esther Simplot

STATE OF IdahoCounty of Ada

) ss.

This instrument was acknowledged before me on
December 27, 1989, by J.R. Simplot, as trustee of the J.R.
Simplot Self Declaration of Revocable Trust dated December 21,
1989.



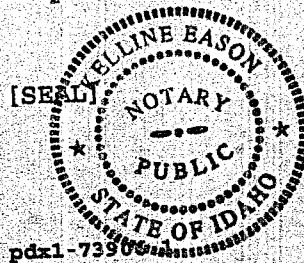
[Signature]
Notary Public for Idaho

My commission expires: 10-13-98

STATE OF IdahoCounty of Ada

) ss.

This instrument was acknowledged before me on
December 27, 1989, by [Signature], as
President of J.R. Simplot Company, a Nevada
corporation.



[Signature]
Notary Public for Idaho

My commission expires: 10-13-98

pdx1-7390

STATE OF

County of

Idaho
Ada

ss.

This instrument was acknowledged before me on
December 27, 1993, by Esther Simplot.

[SEAL]



Notary Public for

My commission expires:

10-13-98

Exhibit "A-1"
to
Trust Deed

35210

The following described property in the County of Lake, State of Oregon, to-wit:

Parcel No. 1:

Township 23 South, Range 16 East of the Willamette Meridian,
Section 1: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.

Township 23 South, Range 17 East of the Willamette Meridian,
Section 16: All of Section.
Section 26: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 27: SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 34: E $\frac{1}{2}$ E $\frac{1}{4}$.
Section 36: E $\frac{1}{2}$.

Township 23 South, Range 18 East of the Willamette Meridian,
Section 3: Lots 1, 2 and 3.
Section 4: Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{4}$.

Township 23 South, Range 19 East of the Willamette Meridian,
Section 11: NW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 36: N $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.

Township 24 South, Range 16 East of the Willamette Meridian,
Section 33: SE $\frac{1}{4}$ SE $\frac{1}{4}$.

~~Township 24 South, Range 17 East of the Willamette Meridian,
Section 33: SE $\frac{1}{4}$ SE $\frac{1}{4}$.~~

Township 24 South, Range 17 East of the Willamette Meridian,
Section 10: S $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 15: W $\frac{1}{2}$ NE $\frac{1}{4}$.
Section 16: E $\frac{1}{2}$.
Section 36: E $\frac{1}{2}$.

Township 24 South, Range 18 East of the Willamette Meridian,
Section 16: NW $\frac{1}{4}$.
Section 29: S $\frac{1}{2}$.
Section 31: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 1, 2 and 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 32: NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$.

Township 24 South, Range 19 East of the Willamette Meridian,
Section 16: All of Section.

Township 24 South, Range 21 East of the Willamette Meridian,
Section 17: NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$.
Section 19: Lots 1 and 2, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 20: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$.

Township 25 South, Range 18 East of the Willamette Meridian,
Section 11: W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 13: SW $\frac{1}{4}$.
Section 14: SE $\frac{1}{4}$.
Section 31: Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$.

Township 25 South, Range 19 East of the Willamette Meridian,
Section 28: NW $\frac{1}{4}$ SW $\frac{1}{4}$.

In the County of Lake, State of Oregon, to-wit:

Parcel No. 1 continued:

Township 25 South, Range 20 East of the Willamette Meridian,
Section 1: Lots 1, 2 and 3, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Township 26 South, Range 16 East of the Willamette Meridian,
Section 1: Lots 5, 6, 7, 8, 9, 10, 11 and 12.
Section 11: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.

Township 26 South, Range 17 East of the Willamette Meridian,
Section 6: Lots 3, 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$.
Section 16: N $\frac{1}{2}$.
Section 35: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

Township 27 South, Range 18 East of the Willamette Meridian,
Section 12: SE $\frac{1}{4}$.
Section 13: NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 22: S $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 24: N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

Township 27 South, Range 19 East of the Willamette Meridian,
Section 7: lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$).
Section 10: SW $\frac{1}{4}$.
Section 16: S $\frac{1}{2}$.
Section 17: E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$.
Section 18: lots 1, 2, 3 and 4, E $\frac{1}{2}$ W $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 19: All of Section.
Section 20: NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$.
Section 21: All of Section.
Section 22: NW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 27: All of Section.
Section 28: NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$.
Section 29: NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 30: NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Lots 1 and 2, NE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 32: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 33: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 34: NE $\frac{1}{4}$.

Township 27 South, Range 20 East of the Willamette Meridian,
Section 9: S $\frac{1}{2}$.
Section 36: W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Township 27 South, Range 21 East of the Willamette Meridian,
Section 1: S $\frac{1}{2}$ SW $\frac{1}{4}$.
Section 11: E $\frac{1}{2}$ NE $\frac{1}{4}$.
Section 12: NW $\frac{1}{4}$.

Township 27 South, Range 22 East of the Willamette Meridian,
Section 12: W $\frac{1}{2}$ W $\frac{1}{2}$.
Section 21: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

Township 28 South, Range 15 East of the Willamette Meridian,
Section 11: NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.

In the County of Lake, State of Oregon, to-wit:

Parcel No. 1 continued:

Township 28 South, Range 15 East of the Willamette Meridian,

Section 12: S $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 13: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$.

Section 14: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$.

Section 23: N $\frac{1}{2}$ NE $\frac{1}{4}$.

Section 24: N $\frac{1}{2}$ NE $\frac{1}{4}$.

Township 28 South, Range 16 East of the Willamette Meridian,

Section 2: Lot 2, S $\frac{1}{2}$ NE $\frac{1}{4}$.

Section 18: Lots 3 and 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 19: SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 1, 2 and 3, and that part of Lot 4 lying NORTH of the existing Fremont Highway right of way (State Highway No. 31); E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, EXCEPTING THEREFROM a strip of land 200 feet in width, more or less, parallel and adjoining the South line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 19, said parcel is more completely described in that certain deed recorded in Book 120 at page 109, Record of Deeds.

Section 30: NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM a strip of land, triangular in shape and adjoining the North line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 30, said parcel is more completely described in that certain deed recorded in Book 120 at page 109, Record of Deeds.

Township 28 South, Range 19 East of the Willamette Meridian,

Section 2: Lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$.

Section 3: Lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, Lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 4: Lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 10: NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$.

Section 11: SW $\frac{1}{4}$.

Parcel No. 2:

Township 23 South, Range 17 East of the Willamette Meridian,

Section 5: Government Lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$.

Section 6: Government Lots 1, 2, 3, 4, 5, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 6 and 7, E $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPT THE SOUTH 886 FEET OF THE S $\frac{1}{2}$ SW $\frac{1}{4}$ (sometimes being described as S $\frac{1}{2}$ SW $\frac{1}{4}$ EXCEPT the South 50 acres thereof).

Parcel No. 3:

Beginning at the Northeast corner of Section 36, Township 27 South, Range 22 East of the Willamette Meridian, thence South 00°17'23" East along the East line of said Section 36, 1095.25 feet to a point on the Northerly right of way of County Road No. 5-14F, thence North 61°37'19" West 2379.98 feet along the Northerly right of way of said County Road, to a point on the North line of said Section 36; thence South 89°00'51" East 2088.75 feet along the North line of said Section 36, to the point of beginning.

In the County of Lake, State of Oregon, to-wit:

Parcel No. 4:

Township 27 South, Range 19 East of the Willamette Meridian,
 Section 18: NW $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 20: NE $\frac{1}{4}$ NW $\frac{1}{4}$.
 Section 28: E $\frac{1}{2}$ SW $\frac{1}{4}$.
 Section 29: SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Township 28 South, Range 16 East of the Willamette Meridian,
 Section 18: S $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$.

Parcel No. 5:

Township 28 South, Range 14 East of the Willamette Meridian,
 Section 16: S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$.
 Section 20: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 21: NE $\frac{1}{4}$, NW $\frac{1}{4}$ EXCEPTING THEREFROM a parcel of land conveyed to the State of Oregon, by deed recorded in Book 75 page 132, Record of Deeds, described as follows:

Beginning at a point which is the intersection of the easterly line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 28 South, Range 14 East of the Willamette Meridian, with the Southerly right of way line of the Fremont Highway, said point being 40 feet distant from (and measured at right angles to) the center line of said highway at Engineer's station 518+49.6, said point also being 40 feet North of the center of said Section 21, thence along said highway right of way line on a 1472.5 foot radius curve right (the long chord of which bears North 61°48'00" West, 1019.32 feet,) a distance of 1040.85 feet; thence continuing along said highway right of way line, North 41°34'00" West 575 feet to an intersection with the west line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 21, thence South along said west line a distance of 952 feet, more or less to the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 21, thence East a distance of 1280 feet, more or less, to the center of said Section 21, thence North a distance of 40 feet to the point of beginning.

ALSO EXCEPTING THEREFROM, a parcel of land heretofore conveyed to County of Lake, State of Oregon, by instrument more fully described and recorded May 29, 1991 in Book 217 page 423 of the Record of Deeds.

Section 21: That part of the SW $\frac{1}{4}$ lying Northwesternly of the County Road. (Road No. 4-11.)

N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM the Southerly 66 feet thereof, as conveyed in Book 139 at page 638 of the Record of Deeds, to Kenneth Emery and Dorothy Emery.

In the County of Lake, State of Oregon, to-wit:

Parcel No. 5 continued:

Township 28 South, Range 14 East of the Willamette Meridian,
Section 22: W $\frac{1}{2}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM a tract of land conveyed
to the State of Oregon, by deed recorded
in Book 101 page 141 of the Record of Deeds,
described as follows:

Beginning at a point on the Northerly right of way
line of the constructed Fremont Highway, said
point also being 40 feet distant from (when
measured at right angles to) Engineer's Station
5143+55 of said highway, said point also being 72
feet North and 910 feet East of the West Quarter
corner of Section 22, Township 28 South, Range 14
East of the Willamette Meridian, thence South
89°06'00" East along the Northerly right of way
line of said Fremont Highway, a distance of 386
feet, thence North 00°54'00" East along Westerly
Silver Lake City limits boundary, a distance of
250 feet; thence North 89°06'00" West, a distance
of 386 feet, thence South 00°54'00" West a
distance of 250 feet to the point of beginning.

ALSO EXCEPTING: Beginning at a point on the North
right of way line of Fremont Highway, which
point is 72 feet North and 1296 feet East of the
West Quarter corner of Section 22, Township 28
South, Range 14 E.W.M., thence North 00°54' East
250 feet, thence East to the West line of the
SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 22, thence South along said
West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, 250 feet
to the North margin of said Fremont Highway,
thence West along the North margin of said Fremont
Highway to a point of beginning.

Section 23: S $\frac{1}{4}$.

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

Section 25: W $\frac{1}{4}$.

Section 26: N $\frac{1}{4}$, N $\frac{1}{4}$ S $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 27: All of Section.

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

Section 35: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

In the County of Lake, State of Oregon, to-wit:

Parcel No. 5 continued:

Township 28 South, Range 15 East of the Willamette Meridian,

Section 5: Lots 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 8: E $\frac{1}{4}$.

Section 9: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 10: E $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 11: SW $\frac{1}{4}$, EXCEPTING that portion EAST of County Road No. 5-14.

Section 14: N $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPTING that portion EAST of County Road No. 5-14.

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

Section 16: All of Section.

Section 17: Lots 4, 5, 6, 7, 10, 11, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 20: SE $\frac{1}{4}$ SE $\frac{1}{4}$, and that part of the NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying North of the Fremont Highway.

Section 21: Lots 1, 2, 6, 7, 8, 9, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 22: NE $\frac{1}{4}$ NW $\frac{1}{4}$, Lot 4, THAT PART OF Lots 1, 2 and 5 lying NORTH of the Fremont Highway, EXCEPTING THEREFROM a parcel of land lying in Lot 1 more fully described in Book 134 Page 375, Record of Deeds.

Section 28: NE $\frac{1}{4}$, N $\frac{1}{4}$ NW $\frac{1}{4}$.

Section 29: E $\frac{1}{4}$ NE $\frac{1}{4}$.

Township 29 South, Range 14 East of the Willamette Meridian,
Section 2: NW $\frac{1}{4}$ NW $\frac{1}{4}$ (Lot 4).

Township 32 South, Range 14 East of the Willamette Meridian,
Section 21: All of Section.

Township 32 South, Range 18 East of the Willamette Meridian,
Section 35, Lot 4, NE $\frac{1}{4}$.

Township 32 South, Range 19 East of the Willamette Meridian,
Section 32: E $\frac{1}{4}$ E $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ E $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 33: S $\frac{1}{4}$.

In the County of Lake, State of Oregon, to-wit:

Parcel No. 5 continued:

Township 33 South, Range 17 East of the Willamette Meridian,
Section 17: Easement to be used jointly by the Chewacan Land
and Cattle Company, a corporation, and Brattain
Bros., a corporation, to perpetually drive cattle
over and across the following described property:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17,
Township 33 South, Range 17 East of the Willamette Meridian,
and running thence East 2740 feet to a point 100 feet East of
the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 17, thence
North and parallel to the East boundary line of the NW $\frac{1}{4}$ of said
Section 17, one-quarter mile to a point 100 feet East of the
Northeast corner of the NW $\frac{1}{4}$ of said Section 17, thence West 100
feet to the Northeast corner of the NW $\frac{1}{4}$ of said Section 17,
thence South along and upon the East boundary line of the NW $\frac{1}{4}$
of said Section 17, 1220 feet to a point 100 feet North of the
Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 17, thence West
and parallel to the North line of said Section 17, one-half
mile to a point 100 feet North of the Southwest corner of the
NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 17, thence South 100 feet to the point
of beginning.

Township 33 South, Range 18 East of the Willamette Meridian,
Section 1: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, Lot 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 12: NE $\frac{1}{4}$ NE $\frac{1}{4}$.
Section 36: SW $\frac{1}{4}$ NE $\frac{1}{4}$.

The following described property in Section 24, Township 33
South, Range 18 East of the Willamette Meridian, as follows:
Commencing at a point on the West boundary line of Main Street
in the Town of Paisley, Oregon 242 feet North from the
Southeast corner of Block G in said Town, and running thence
South 83° West from said West boundary line of Main Street to
the West boundary line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, Township 33
South, Range 18 E.W.M., thence North along the West boundary
line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 24 to the Northwest corner
thereof, thence East along the North boundary line of the
NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 24, to a point where the northerly
extension of the West boundary of said Main Street would
intersect the North boundary line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section
24, thence Southerly and parallel to the West boundary line of
said Main Street to the place of beginning. EXCEPTING
~~HEREFROM~~ a tract of land conveyed to the State of Oregon, by
deed recorded in Book 144 page 105 of the Record of Deeds.

In the County of Lake, State of Oregon, to-wit:

Parcel No. 5 continued:

Township 33 South, Range 18 East of the Willamette Meridian, Section 24: The following described property in the Town of Paisley, Lake County, Oregon, to-wit:

Beginning 188 feet West from the Southwest corner of Block G in the Second Addition to the Town of Paisley, Lake County, Oregon, and running thence North 03°58' West 115 feet, thence North 86°02' East 83 feet, thence North 03°58' West 123.5 feet, thence South 83° West to a point on the West boundary line of the Northeast Quarter of the Southwest Quarter of Section 24, Township 33 South, Range 18 E.W.M., thence South along the West boundary line of the last described 40 acre tract to the Northwest corner of a certain tract of land particularly described in Book 18 page 456 of the Record of Deeds for Lake County, Oregon, thence Easterly along the North boundary line of said tract of land more particularly described in Book 18 page 456, Record of Deeds, to the Northeast corner of said tract described in Book 18 page 456, Record of Deeds, thence Southerly along the East boundary line of said Tract described in Book 18 page 456, Record of Deeds to the North boundary line of an unnamed street, the South boundary line of which unnamed street forms the North boundary line of Block I in the West Addition to said Town, and thence East along the North boundary line of said unnamed street, approximately 125 feet to the point of beginning.

EXCEPTING THEREFROM a tract of land conveyed to the State of Oregon, by deed recorded in Book 144 at page 105 of the Record of Deeds.

Township 33 South, Range 19 East of the Willamette Meridian,
 Section 3: Lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$.
 Section 4: Lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$.
 Section 5: SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12.
 Section 6: Lots 1, 2, 5, 6, 7, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
 Section 7: E $\frac{1}{4}$, Lots 1, 2, 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$.
 Section 8: All.
 Section 9: Lots 1, 2, 3, 4, 5, 6, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
 Section 10: S $\frac{1}{2}$.
 Section 11: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 13: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 14: All.
 Section 15: All.
 Section 16: All.
 Section 17: Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
 Section 18: N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 1 and 2.
 Section 19: Lots 1, 5, 6, NW $\frac{1}{4}$ NE $\frac{1}{4}$.
 Section 20: Lots 1, 6, 7, 8, 9, 10, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$.

In the County of Lake, State of Oregon, to-wit:

Parcel No. 5 continued:

Township 33 South, Range 19 East of the Willamette Meridian,
Section 21: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15,
and 16, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 22: All.

Section 23: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$ NW $\frac{1}{4}$,
SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$.

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

Section 25: Lots 1, 2, 3, 4, 5, 6, 7, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 26: All.

Section 27: All.

Section 28: Lots 5, 6, 7 and 8, E $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 31: Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$), AND the right to construct and
maintain a roadway over and across the following
described property, to-wit:

Beginning at a point 30 feet West of Station 2261
of the Prineville-Lakeview Highway (Fremont
Highway) survey which Station is approximately 1980
feet East and 1375 feet South of the Northwest
corner of Section 31, Township 33 South, Range 19
E.W.M., thence running West approximately 635 feet
to the present County Road, thence North along said
County Road, a distance of 30 feet, thence East
approximately 625 feet to a point on the West
boundary line of the Prineville-Lakeview Highway
right of way, thence Southerly along the boundary
line of the Prineville-Lakeview Highway, a distance
of 30 feet to the point of beginning. (67-232)

Section 32: Lots 6, 7, 8, 9 and 10, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

Section 33: All.

Section 34: All.

Section 35: All.

Section 36: All.

Township 34 South, Range 19 East of the Willamette Meridian,

Section 1: Lots 1, 2, 3, 4, 5, 6, 7 and 8, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$ W $\frac{1}{4}$,
SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 2: All.

Section 3: All.

Section 4: All.

Section 5: Lots 1, 8, 9, 10, 11, S $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

In the County of Lake, State of Oregon, to-wit:

Parcel No. 5 continued:

Township 34 South, Range 19 East of the Willamette Meridian,
Section 5: A strip of land one chain in width running along and on the South side of the division line between Lots 1 and 2 of said Section 5, and continuing the same width into and through the E $\frac{1}{2}$ of Section 6, along and on the South side of the division line separating Lots 1 and 2 from the S $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 6 to the County Road, all in Township 34 South, Range 19 E.W.M. (7-117)

Section 5: Commencing at a point 481.3 feet East and 66 feet South of the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5, Township 34 South, Range 19 E.W.M., thence South 208.71 feet, thence East 208.71 feet, thence North 208.71 feet, thence West 208.71 feet to the point of beginning. (99-463)

Section 5: That portion of Lots 2, 3, 5, 6 and 7 in Section 5, Township 34 South, Range 19 E.W.M., lying EAST of a line which is 10 chains East and parallel with the West line of Section 5.

Section 8: All of that part of Lot 10 in said Section 8, bounded on the West by a line commencing in the segregation line between the swamp land and the high land (the Meander line) in Section 8, at a point 10 chains due East from the East line of Section 7, Township 34 South, Range 19 E.W.M., thence running North and parallel with the East line of said Section 7 to the North line of said Section 8, Township 34 South, Range 19 E.W.M.

Section 8: Lots 6, 7, 8, 9, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 9: N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, Lot 2, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

Section 10: All.

Section 11: All.

Section 12: All.

Section 13: N $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 14: All.

Section 15: All.

Section 16: Commencing at the Northeast corner of the SE $\frac{1}{4}$ of Section 16, Township 34 South, Range 19 E.W.M., thence West 21.2 chains, thence North to the North line of said Section 16, thence East to the Northeast corner of said Section 16, thence South to the place of beginning.

In the County of Lake, State of Oregon, to-wit:

Parcel No. 5 continued:

Township 34 South, Range 19 East of the Willamette Meridian,
 Section 16: A strip of land 40 feet wide, being 20 feet on each side of the following described center line: Beginning at a point on the North line of the SE $\frac{1}{4}$ of Section 16, Twp. 34 S.R. 19 E.W.M., 2405 feet from the Northeast corner of said Quarter Section, which point is the center of the canal at Station 0-18.4, also known as Station 1, thence South 55° East 281.6 feet to Station 2, thence South 51°10' East 474.2 feet to Station 3, thence South 57°45' East 257.3 feet to Station 4, thence South 64°05' East, 304 feet to Station 5, thence South 76° East 549.8 feet to Station 6, thence South 69° East 536 feet to Station 7, thence South 76° East 267.1 feet to Station 8, which point is on the East line of said Section 16, 1094 feet from the Northeast corner making a forward angle of 76°. (48-73)

Section 22: N $\frac{1}{2}$ N $\frac{1}{2}$.

Section 23: All.

Section 24: Lots 1, 2, 3, 4, 5, 6, 7, 8, N $\frac{1}{2}$ SE $\frac{1}{4}$.

Township 34 South, Range 20 East of the Willamette Meridian,
 Section 7: Lots 2, 3 and 4.

Section 18: Lot 1.

Section 19: Lots 5 and 6, W $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 29: S $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 30: NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, the East 904 feet of the S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 31: The East 904 feet of the E $\frac{1}{2}$ E $\frac{1}{2}$.

Section 32: N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

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

Section 34: S $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$.

Township 35 South, Range 19 East of the Willamette Meridian,
 Section 1: N $\frac{1}{2}$, Lots 1, 2, 3, 4, 5, 6, 7 and 8.

Section 2: Lots 4, 5 and 6.

In the County of Lake, State of Oregon, to-wit:

Parcel No. 5 continued:

Township 35 South, Range 20 East of the Willamette Meridian,
Section 2: All.
Section 3: All.
Section 4: All.
Section 5: All.
Section 6: N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Lots 1, 2, 3, 4, SE $\frac{1}{4}$.
Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 1, 2, 5, 6, 7, 8, 9, 10, 11, SE $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 8: N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Lots 3 and 4, SE $\frac{1}{4}$.
Section 9: All.
Section 10: All, EXCEPT Lot 1.
Section 11: Lots 6, 7, 8, 9, 10, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 17: N $\frac{1}{2}$ NE $\frac{1}{4}$.

Parcel No. 6:

Township 28 South, Range 15 East of the Willamette Meridian,
Section 13: N $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$.

DESCRIPTION SHEET

Real property in the State of Oregon, County of Deschutes, described as follows:

Township	Range	Section	Description
21 S	18 EWM	32	NW-1/4; S-1/2
21 S	18 EWM	33	S-1/2
21 S	19 EWM	8	All, excepting therefrom that portion conveyed to the State of Oregon by deed dated October 27, 1938 and recorded in Book 57 of Deeds at page 87, Deschutes County records. (25.95)
21 S	19 EWM	9	All, excepting therefrom that portion conveyed to the State of Oregon by deed dated October 27, 1938 and recorded in Book 57 of Deeds at page 87, Deschutes County records. (27.90)
21 S	19 EWM	16	S-1/2; NW-1/4; SE-1/4 NE-1/4; N-1/2 NE-1/4 Excepting therefrom the portion conveyed to the State of Oregon by deed dated October 27, 1938 and recorded in Book 57 of Deeds at page 87, Deschutes County records. (1.77) NOTE: The S-1/2 SE-1/4 officially platted as the Townsite of Imperial
21 S	19 EWM	17	SE-1/4; N-1/2 NE-1/4
21 S	19 EWM	19	SE-1/4; SE-1/4 NE-1/4; E-1/2 SW-1/4; Lots 3 and 4
21 S	19 EWM	21	All
21 S	19 EWM	22	N-1/2 NW-1/4; SW-1/4 NW-1/4; SW-1/4; SW-1/4 SE-1/4; E-1/2 SE-1/4
21 S	19 EWM	27	All
21 S	19 EWM	28	All
21 S	19 EWM	30	E-1/2; E-1/2 W-1/2; Lots 1, 2, 3 and 4
21 S	19 EWM	33	NE-1/4; N-1/2 SE-1/4; SE-1/4 SE-1/4
22 S	16 EWM	1	All
22 S	16 EWM	12	NE-1/4; N-1/2 SE-1/4; SE-1/4 NW-1/4; NE-1/4 SW-1/4
22 S	16 EWM	25	E-1/2 NE-1/4
22 S	16 EWM	36	All, Except the N-1/2 SE-1/4
22 S	17 EWM	6	SE-1/4 NW-1/4; E-1/2 SW-1/4; Lots 3, 4, 5, 6 and 7
22 S	17 EWM	7	E-1/2; E-1/2 W-1/2; Lots 1, 2, 3 and 4
22 S	17 EWM	13	W-1/2
22 S	17 EWM	18	E-1/2; E-1/2 W-1/2; Lots 1, 2, 3 and 4
22 S	17 EWM	19	SE-1/4; E-1/2 SW-1/4; Lots 3 and 4
22 S	17 EWM	36	N-1/2
22 S	18 EWM	8	S-1/2
22 S	18 EWM	29	All
22 S	18 EWM	33	E-1/2 NW-1/4; SW-1/4; N-1/2 SE-1/4; SW-1/4 SE-1/4
22 S	18 EWM	34	N-1/2 SW-1/4; W-1/2 SE-1/4
22 S	19 EWM	18	E-1/2

CONTINUED

EXHIBIT A-1Page 13 of 14

All Lots and Blocks in the Plat of Imperial, Deschutes County, Oregon,
Excepting therefrom the following lots in the Plat of IMPERIAL:

Lot 17 in Block 5
Lot 6 in Block 15
Lot 18 in Block 19
Lots 3, 4 and 5 in Block 20
Lots 5, 6, 7 and 8 in Block 24
Lots 5 and 6 in Block 38

Vested in V.R. Barnes
Vested in Deschutes County
Vested in Deschutes County
Vested in School District No. 15
Vested in W. E. Davis
Vested in W. E. Davis

END

J-28

EXHIBIT A-1

Page 14 of 14

EXHIBIT A-2
to
TRUST DEED
(Leasehold Property)

- A. The following described lands in Lake County, Oregon which are leased pursuant to a Grazing Lease dated July 1, 1980 originally between The Nature Conservancy, as Lessor, and ZX Ranch, a Kansas partnership comprised of Nicolas Salgo, Hugh Haff and Page Two, Inc., as Lessee, the Lessee's interest in which has been assigned to J.R. Simplot Company:

Parcel No. 1:

Township 31 South, Range 13 East of the Willamette
Meridian,

Section 23: E 1/2 SW 1/4 and, if owned, SE 1/4
Section 24: SW 1/4, Government Lots 3 and 4, W 1/2 SE 1/4,
Section 25: W 1/2
Section 26: S 1/2
Section 27: SE 1/4
Section 34: NE 1/4
Section 36: Government Lots 1 and 2, W 1/2 NE 1/4, W 1/2,
W 1/2 SE 1/4, (Also being described as NE 1/4,
W 1/2, W 1/2 SE 1/4).

Township 31 South, Range 14 East of the Willamette
Meridian,

Section 20: S 1/2 NE 1/4, SE 1/4 NW 1/4
Section 21: SW 1/4 NW 1/4
Section 28: NE 1/4 NW 1/4
Section 29: S 1/2
Section 31: SE 1/4
Section 32: All of Section
Section 33: SW 1/4, W 1/2 SE 1/4

Township 32 South, Range 13 East of the Willamette
Meridian,

Section 1: Government Lots 1, 2, 5, 6, and 7, SW 1/4 NE
1/4, SW 1/4, W 1/2 SE 1/4. (Also being
described as NE 1/4 and S 1/2
Section 3: SE 1/4
Section 4: Government Lots 1, 2, 3 and 4, S 1/2 N 1/2,
N 1/2 SE 1/4
Section 10: SE 1/4
Section 11: All of Section
Section 12: All of Section
Section 13: All of Section
Section 14: All of Section
Section 15: All of Section

Township 32 South, Range 13 East, W.M. Continued

Section 22: N 1/2, SE 1/4
 Section 23: All of Section
 Section 24: All of Section
 Section 25: All of Section
 Section 26: All of Section
 Section 27: All of Section
 Section 28: E 1/2 NE 1/4
 Section 33: E 1/2 E 1/2
 Section 34: All of Section
 Section 35: NE 1/4, W 1/2
 Section 36: NW 1/4

Township 32 South, Range 14 East of the Willamette
 Meridian,

Section 3: Government Lots 2, 3 and 4, SW 1/4 NE 1/4,
 S 1/2 NW 1/4, SW 1/4, (Also being described as
 W 1/2 NE 1/4 and W 1/2

Section 4: All of Section
 Section 5: All of Section
 Section 6: All of Section
 Section 7: All of Section
 Section 8: All of Section
 Section 9: All of Section
 Section 10: W 1/2 W 1/2, E 1/2 SW 1/4, W 1/2 SE 1/4
 Section 16: All of Section
 Section 17: All of Section
 Section 18: All of Section
 Section 19: All of Section
 Section 20: All of Section
 Section 30: NE 1/4 NE 1/4, W 1/2 NE 1/4, Government Lots
 1, 2, 3 and 4, NE 1/4 SW 1/4, NW 1/4 SE 1/4,
 E 1/2 NE 1/4, (ALSO being described as NE 1/4
 NE 1/4, W 1/2 NE 1/4, NW 1/4, N 1/2 SW 1/4,
 SW 1/4 SW 1/4, NW 1/4 SE 1/4).

Township 33 South, Range 13 East of the Willamette
 Meridian,

Section 2: NW 1/4 and SW 1/4
 Section 3: E 1/2 and NW 1/4
 Section 4: SW 1/4
 Section 10: E 1/2

- B. The following described lands in Lake County, Oregon which were
 leased pursuant to an Agricultural Lease dated April 1, 1993
 originally between David E. Brattain and Brattain Bros., Inc. as
 Lessors and ZX Land and Cattle Company, as Lessee, the Lessee's
 interest in which has been assigned to J.R. Simplot Company:

T34S R19E WM:
 SEC. 25: E 1/2 SE 1/4
 SEC. 35: Portions of E 1/2 E 1/2 SE 1/4
 SEC. 36: All lands south and east of the "outside ditch".

T35S R19E WM:
 SEC. 1: Portions of the N 1/2 S 1/2
 SEC. 2: Lots 1, 2, 3

T34S R20E WM:
 SEC. 30: N 1/2 S 1/2 SW 1/4 NW 1/4; S 1/2 S 1/2
 SW 1/4; S 1/2 N 1/2 S 1/2 SW 1/4; S 1/2
 SW 1/4 SE 1/4; S 1/2 N 1/2 SW 1/4 SE 1/4;
 S 1/2 SW 1/4 SE 1/4 SE 1/4
 SEC. 31: ALL except E 1/2 E 1/2 E 1/2

- C. The following described lands in Lake and Klamath Counties, Oregon which are leased pursuant to a Grazing Lease dated June 1, 1982 between Weyerhaeuser Company, as lessor, and ZX Land and Cattle Company, as lessee, as such lease has been amended and supplemented, the lessee's interest in which has been assigned to J.R. Simplot Company:

LONG BELL TRACT

The following lands in Lake and Klamath Counties, Oregon:

TRACT I:

Description	Section	ACRES (APPROX.)
<u>Township 32 South, Range 11 East, W.M.</u>		
That portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ south of road 440-10; that portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ east of road 440-11; that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ south of road 440-10	13	49.09
NE $\frac{1}{4}$ NE $\frac{1}{4}$; that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ east of road 440-11; that portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ east of road 440-11; those portions of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ east of road 440-22	24	137.76

Township 31 South, Range 12 East, W.M.

NE $\frac{1}{4}$; SE $\frac{1}{4}$; those portions of NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ east of Booth Ridge	7	383.10
All	8	640.00
All	9	640.00

Township 31 South, Range 12 East, W.M.
Continued

All	10	640.00
All	11	640.00
All	12	640.00
All	13	640.00
All	14	540.00
All	15	640.00
All	16	640.00
All	17	640.00
Those portions of the NE $\frac{1}{4}$, NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ east of Booth Ridge	18	302.66
Those portions of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ east of Booth Ridge	19	120.33
All	20	640.00
All	21	640.00
All	22	640.00
All	23	640.00
All	24	640.00
All	25	640.00
All	26	640.00
All	27	640.00
All	28	640.00
All	29	640.00
Those portions of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ east of Booth Ridge	30	35.30
That portion of the NE $\frac{1}{4}$ east of Booth Ridge	31	41.49
NE $\frac{1}{4}$; NW $\frac{1}{4}$; SE $\frac{1}{4}$; that portion of the SW $\frac{1}{4}$ east of Booth Ridge	32	584.10
All	33	640.00
All	34	640.00
All	35	640.00
All	36	640.00

Township 32 South, Range 12 East, W.M.

All Fractional	1	642.82
All Fractional	2	645.06
All Fractional	3	644.20
NE $\frac{1}{4}$; NW $\frac{1}{4}$; SE $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; that portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ north and east of road 430-00	4	624.32
That portion of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ east of Booth Ridge	5	169.77
That portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ south of road 420-00 and east of road 440-00	7	19.31
Those portions of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ south of road 420-00	8	197.61

Township 32 South, Range 12 East, W.M.
Continued

	9	598.45
	10	640.00
That portion of the NW $\frac{1}{4}$ east of road	11	640.00
420-00; NE $\frac{1}{4}$; S $\frac{1}{4}$	12	640.00
All	13	640.00
All	14	640.00
All	15	640.00
All	16	640.00
All	17	640.00
All		
All		
All		
That portion of the NE $\frac{1}{4}$ east of road	18	329.04
440-00 and south of road 440-10;	19	633.04
that portion of the SW $\frac{1}{4}$ east and	20	640.00
south of road 440-10; SE $\frac{1}{4}$	21	640.00
All Fractional	22	640.00
All	23	640.00
All	24	640.00
All	25	640.00
All	26	640.00
All	27	640.00
All	28	640.00
All	29	640.00
All		
All		
All		
All	30	503.84
NE $\frac{1}{4}$; SE $\frac{1}{4}$; that portion of the NW $\frac{1}{4}$ east	31	539.49
of road 440-22; that portion of the	32	640.00
SW $\frac{1}{4}$ east of road 440-00	33	640.00
NE $\frac{1}{4}$; SE $\frac{1}{4}$; those portions of the NW $\frac{1}{4}$	34	640.00
and the SW $\frac{1}{4}$ east of road 440-00	35	640.00
All	36	640.00
All		
All		
All		
All		

Township 31 South, Range 13 East, W.M.

All Fractional	5	633.04
All Fractional	6	618.24
All Fractional	7	624.54
All	8	640.00
All	17	640.00
All	18	625.44
All Fractional	19	625.80
All Fractional	20	640.00
All	29	640.00
All	30	625.96
All Fractional	31	627.42
All Fractional	32	640.00
All		

Township 32 South, Range 13 East, W.M.

All Fractional	5	644.28
All Fractional	6	639.16
All Fractional	7	635.00
All Fractional	8	640.00
All	17	640.00
All	18	634.06
All Fractional	19	632.60
All Fractional	20	640.00
All		

Being a total of 49,779.47 acres, more or less, in Lake County, Oregon; and 186.85 acres, more or less, in Klamath County, Oregon - making a grand total of 49,966.32 acres, more or less.

TRACT II:DescriptionSectionAcres
(Approx.)Township 31 South, Range 11 East

S $\frac{1}{2}$	3	320.00
All Fractional	4	594.12
All Fractional	5	593.48
Fr. E $\frac{1}{2}$	6	296.13
E $\frac{1}{2}$ NE $\frac{1}{4}$	7	80.00
N $\frac{1}{2}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$	8	520.00
All	9	640.00
All	10	640.00
All	11	640.00
All	12	640.00
All	13	640.00
All	14	640.00
All	15	640.00
All	16	640.00
All	17	320.00
E $\frac{1}{2}$	20	240.00
NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$	21	640.00
All	22	640.00
All	23	640.00
All	24	640.00
All	25	640.00
All	26	640.00
All	27	640.00
All	28	640.00
All	29	160.00
E $\frac{1}{2}$ E $\frac{1}{2}$		

Township 31 South, Range 11 East Continued

E $\frac{1}{2}$ E $\frac{1}{2}$	32	160.00
All	33	640.00
All	34	640.00
All	35	640.00
All	36	640.00

Township 31 South, Range 12 East

Those portions of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ West of Booth Ridge	7	253.46
W $\frac{1}{2}$; those portions of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ West of Booth Ridge	18	333.06
W $\frac{1}{2}$; those portions of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ West of Booth Ridge	19	516.83
W $\frac{1}{2}$; those portions of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ West of Booth Ridge	30	602.30
W $\frac{1}{2}$; SE $\frac{1}{4}$ and that portion of the NE $\frac{1}{4}$ West of Booth Ridge	31	597.07
That portion of the SW $\frac{1}{4}$ West of Booth Ridge	32	55.90

Township 32 South, Range 11 East

All Fr.	1	645.84
All Fr.	2	643.72
All Fr.	3	643.56
All Fr.	4	639.68
Fr. E $\frac{1}{2}$ E $\frac{1}{2}$	5	158.23
E $\frac{1}{2}$ E $\frac{1}{2}$	8	160.00
All	9	640.00
All	10	640.00
All	11	640.00
All	12	640.00
N $\frac{1}{2}$; SW $\frac{1}{4}$ and that portion of SE $\frac{1}{4}$ North of Road 440-10 and West of Road 440-11	13	590.91
All	14	640.00
All	15	640.00
All	16	640.00
E $\frac{1}{2}$ E $\frac{1}{2}$	17	160.00
E $\frac{1}{2}$ E $\frac{1}{2}$	20	160.00
All	21	640.00
All	22	640.00
All	23	640.00
W $\frac{1}{2}$; and that portion of E $\frac{1}{2}$ West of Road 440-11	24	502.24
All	25	640.00
All	26	640.00
All	27	640.00

Township 32 South, Range 11 East Continued

All	28	640.00
All	33	640.00
All	34	640.00
All	35	640.00
All	36	640.00

Township 32 South, Range 12 East

That portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ South and West of Road 430-00	4	18.31
W $\frac{1}{2}$ and that portion of E $\frac{1}{2}$ West of Booth Ridge	5	474.71
All Fr.	6	638.42
N $\frac{1}{2}$; SW $\frac{1}{4}$ those portions SE $\frac{1}{4}$ North of Road 420-00	7	615.41
N $\frac{1}{2}$; those portions of SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ North of Road 420-00	8	442.39
That portion of the NW $\frac{1}{4}$ West of Road 420-00	9	41.55
NW $\frac{1}{4}$; those portions of the NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ West of Road 440-00 and North of Road 440-10	18	305.12
That portion of W $\frac{1}{2}$ W $\frac{1}{2}$ West of Road 440-00	30	130.00
That portion of W $\frac{1}{2}$ W $\frac{1}{2}$ West of Road 440-00	31	95.43

Being a total of 31,907.91 acres, more or less, in Klamath County, Oregon, and a total of 5,119.96 acres, more or less, in Lake County, Oregon; for a grand total of 37,027.87 acres, more or less.

- D. The following described lands in Lake and Klamath Counties, Oregon which are leased pursuant to a Grazing Lease dated April 26, 1982 between Weyerhaeuser Company, as lessor, and ZX Land and Cattle Company, as lessee, as such lease has been amended and supplemented, the lessee's interest in which has been assigned to J.R. Simplot Company:

FOSTER BUTTE TRACT

The following lands in Lake and Klamath Counties, Oregon:

Description	Section	Approximate Acres
<u>Township 30 South, Range 13 East</u>		
All 36		640.00
<u>Township 31 South, Range 13 East</u>		
NE $\frac{1}{4}$	23	160.00
N $\frac{1}{2}$ NW $\frac{1}{4}$	24	80.00
N $\frac{1}{2}$	26	320.00
SW $\frac{1}{4}$	27	160.00
<u>Township 32 South, Range 13 East</u>		
SW $\frac{1}{4}$	3	160.00
N $\frac{1}{2}$; SW $\frac{1}{4}$	10	480.00
SW $\frac{1}{4}$	22	160.00
W $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$	28	240.00
<u>Township 33 South, Range 13 East</u>		
SW $\frac{1}{4}$	3	160.00
NE $\frac{1}{4}$; Fr. E $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$	4	405.10
NW $\frac{1}{4}$	10	160.00
NW $\frac{1}{4}$	11	160.00
<u>Township 29 South, Range 14 East</u>		
All	36	640.00
<u>Township 30 South, Range 14 East</u>		
Fr. N $\frac{1}{2}$	1	320.42
SE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$	11	120.00
S $\frac{1}{2}$ S $\frac{1}{4}$	12	160.00
SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$	13	80.00
NE $\frac{1}{4}$ NE $\frac{1}{4}$	14	40.00
N $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$	16	120.00
NE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$	17	240.00
Fr. N $\frac{1}{2}$; Fr. N $\frac{1}{2}$ S $\frac{1}{4}$	18	484.21
NW $\frac{1}{4}$ NE $\frac{1}{4}$	19	40.00
SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$	24	80.00
SW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$	25	120.00
Fr. W $\frac{1}{2}$ W $\frac{1}{4}$	31	160.49
S $\frac{1}{2}$ NW $\frac{1}{4}$	33	80.00
All	36	640.00

Township 31 South, Range 14 East

SW $\frac{1}{4}$ NE $\frac{1}{4}$; Fr. NW $\frac{1}{4}$; Fr. N $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{4}$ SE $\frac{1}{4}$	6	376.27
Fr. SW $\frac{1}{4}$	7	167.92
W $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$	15	280.00
NE $\frac{1}{4}$ NE $\frac{1}{4}$	35	40.00
NW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{4}$ SE $\frac{1}{4}$	36	280.00

Township 32 South, Range 14 East

Fr. W $\frac{1}{4}$ NW $\frac{1}{4}$	31	241.20
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Township 29 South, Range 15 East

Fr. NW $\frac{1}{4}$; Fr. S $\frac{1}{4}$	31	480.00
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Township 30 South, Range 15 East

Fr. N $\frac{1}{4}$; SE $\frac{1}{4}$	5	463.20
All Fractional	6	619.92
NE $\frac{1}{4}$; E $\frac{1}{4}$ NW $\frac{1}{4}$; Fr. SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{4}$ SE $\frac{1}{4}$	7	509.65
NW $\frac{1}{4}$	8	160.00
W $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$	10	480.00
NW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$; S $\frac{1}{4}$	11	600.00
S $\frac{1}{4}$	12	320.00
All	13	640.00
All	14	640.00
All	15	640.00
All Fractional	16	640.00
W $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$	17	360.00
E $\frac{1}{4}$	18	320.00
SE $\frac{1}{4}$	19	160.00
N $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{4}$	20	440.00
NE $\frac{1}{4}$	21	160.00
NE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$	22	240.00
All	23	640.00
All	24	640.00
N $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$	25	520.00
N $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$	26	360.00
NE $\frac{1}{4}$; E $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; N $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$	27	400.00
SW $\frac{1}{4}$ NW $\frac{1}{4}$	28	40.00
N $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$	29	120.00
E $\frac{1}{4}$	30	320.00
NE $\frac{1}{4}$; Fr. S $\frac{1}{4}$	31	468.54
SW $\frac{1}{4}$; S $\frac{1}{4}$ SE $\frac{1}{4}$	33	240.00
S $\frac{1}{4}$	34	320.00
SW $\frac{1}{4}$	35	160.00
All	36	640.00

Township 31 South, 15 East

All Fractional

Fr. N $\frac{1}{2}$; SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$ Fr. NE $\frac{1}{4}$; Fr. N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ Fr. N $\frac{1}{2}$; SE $\frac{1}{4}$ Fr. N $\frac{1}{2}$; Fr. N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$ N $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ E $\frac{1}{2}$

All

All

SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$ N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$

All

N $\frac{1}{2}$ NW $\frac{1}{4}$ N $\frac{1}{2}$; SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

All

SE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$

All

W $\frac{1}{2}$ NW $\frac{1}{4}$

3	678.29
4	647.20
5	655.90
6	513.80
7	394.19
8	320.00
9	480.00
10	440.00
11	320.00
12	640.00
13	640.00
15	40.00
16	400.00
22	200.00
23	640.00
24	320.00
25	160.00
26	560.00
27	640.00
28	160.00
33	360.00
34	640.00
35	80.00

Township 32, South, Range 15 EastLot 2; Fr. NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$ Fr. NE $\frac{1}{4}$; Lot 3; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$ S $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

3	250.28
4	529.24
5	120.00
8	80.00
9	240.00

Township 29 South, Range 16 EastS $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$

33	320.00
34	40.00

Township 30 South, Range 16 EastFr. N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; Fr. W $\frac{1}{2}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

All Fractional

Fr. N $\frac{1}{2}$; SW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

All Fractional

N $\frac{1}{2}$; SW $\frac{1}{4}$ N $\frac{1}{2}$ NW $\frac{1}{4}$

All

NW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$

3	512.00
4	634.78
5	592.80
6	40.00
7	630.20
8	480.00
10	80.00
16	640.00
17	280.00

35235

Township 30 South, Range 16 East Continued

All Fractional	18	638.04
All Fractional	19	641.30
NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$	20	280.00

Containing 37,695.74 acres, more or less, in Klamath and Lake Counties

Exhibit B to
Trust Deed
(Personal Property)

35236

EQUIP #	DESCRIPTION	SERIAL #
10001	87 CHEV/WHITE	16CEV24K1HJ15341
10002	87 CHEV/RED	16CEV24K9HJ151679
10005	76 FORD/BROWN (ROYCE)	F11YRB50067
10006	70 FORD/WHITE	F25YRH11373
10010	79 CHEV/WHITE 1-TON (CORNIE)	CXL3392179815
10011	87 CHEV/BROWN	16CEV24K3HJ153119
10012	79 FORD/2-TONE BROWN	F14MRD84120
10013	79 CHEV/SUBURBAN -PA	CXR269F197365
10015	70 GMC/BROWN-WHITE	CS1042253166
10026	72 FORD/AQUA/WHITE (SHOP 1-PA)	F25YHP45358
10031	76 FORD/WHITE -VP	F27MRB32805
10032	77 CHEV/2-TONE BLUE	CXR2471137296
10040	79 GMC/BLUE (6V) -VP	TKR249150491
10041	78 FORD/2-TONE BLUE -VGM	F15BACE0707
10043	76 FORD/BLK-WHITE -FDLY CMBYS	F14YRAB1762
10046	65 FORD/FENCERS WHIT FLTBD -PA	F35YR732575
10050	84 CHEV/BLUE -FDLY CMBYS	16C6K24H9EJ177138
10051	83 FORD/BROWN	1FTTF25F2DRA20341
10052	88 CHEV/C-CAB/BLUE/PA CMBYS	16BGR33K6JJ128192
10053	89 CHEV/2ND/TAN -VP	16C8C24K3KE197310
10055	89 CHEV/X-CAB/4WD -BROWN/VP CMB	26C6K29K7K1212999
10056	83 CHEV/GOLD HEV.	16CC614B8D2114745
10057	65 GMC /BRONZE/ MARK	16THK34KDFJ518785
10058	90 CHEV/WHITE	16CFK24K5LE175010
10059	90/CHEV/RED	16CFK24K1LE175957
10060	86 CHEV/ 2T-TAN 2WD	16C8C14H36J103551
10061	91 CHEV/2ND/C-CAB - BLUE	16C8R33K3HF303059
10062	91 CHEV/4X4/RED-WHT	16CFX24K3NE204324
10063	91 CHEV/4X4/BLU-WHT	16CKF24K6ME195168
10064	93 CHEV/4WD/TAN-BLK	16C8K24K5PE11E641
20104	66 CHEV/STK TRUCK -VGM	MC68367150207
20106	66 GMC/GREEN FLTD (CONVRT)	V4005F37622F
20107	72 FORD/SHL FLTBD -PA	F61CRM41004
20108	67 CHEV/PKS TRUCK -PA	CE3371146773
20110	66 CHEV/WHITE FLATBED -VP	HC68367170926
20111	66 CHEV/BLU-WHT JUMP TRK-VGM	HC68367150294
20112	69 CHEV/WHITE FLATBED - PA	CS539P849941
20113	79 FORD/WHITE FLATBED -PA	F61RVDC1155
20117	65 INTER 'TL/DUMP' TRK -PA	BCF40538373H5
20118	62 RED/CEMENT TRK -PA	E432342648
20120	79 FORD/PUMP-DOCK TRK -VP	F37HKEB632
20121	1980 FORD FLATBED	K74RVJE2301
ATV001	85 HONDA 4-WHLR TRX250 -PA	JH2TE0407FC031372
ATV007	HONDA MTRCYCLE - XR100	JH2HE0300EK303279
ATV010	HONDA MTRCYCLE - XR100R	JH2HE0303XN400750
ATV011	HONDA MTRCYCLE - XR100R	JH2HE0364XK604013
ATV012	HONDA MTRCYCLE - XR100R	JH2HE0367XK603940
ATV014	89 HONDA XR100/HC -RED/SL-VGM	JH2HE0303XK601923
ATV015	87 HONDA/TLR-200/HC/ SL-VGM	JH2HE0303XK6012877
CT101	71 NEWPORTN (BLUE & WHT)	214391
CT102	71 PETERBILT (BLUE)	41072P
CT121	73 FREIGHTLINER (BRN,WHT,TLR)	CA213HL103977
CT122	83 PETERBILT (PUMPKIN)	1KP6881159154658

UNIT #	DESCRIPTION	QTY
CT111	75 WILSON TRAILER	512679
CT112	75 WILSON TRAILER	513971
CT114	75 AMERICAN TRAILER	24778
FRM101	FARMHAND/LOADER ATTCHMT-F236A	972
FRM102	FARMHAND/LOADER ATTCHMT-F228	N/A
FRM103	SCHWARTZ/LOADER ATTCHMT-2070	1320
FRM104	FARMHAND/LOADER ATTCHMT-235A	973
FRM006	BUCKET W/GRAPPLE	N/A
FRM007	ETSE-OM/LOADER ATTCHMT	39332
FRM008	GRAVEL BUCKET	N/A
FRM009	FARMHAND/LOADER ATTCHMT- F-11	N/A
FRM010	BALE FORK/LOADER	N/A
FRM013	FEED WAGON/HARSH 01 - 354	3544323
FRM014	FEED WAGON/HARSH 02 - 354	3544243
FRM015	FEED WAGON/HARSH 03 - 354	3544327
FRM016	FEED WAGON/HENHOUSE 10T FLTBED	N/A
FRM017	FEED WAGON/JOHN DEERE FLTBED	N/A
FRM018	FEED WAGON/J.D. FLTBED HAYWAGON	N/A
FRM019	FEED WAGON/FLTBED HAYWAGON	N/A
FRM020	70' MOTOR TRUCK SCALE	1250-06008-01
FRM021	BRUSHBEATER	2421
FRM022	DISC/SCHAEFER 23'	N/A
FRM024	DAN-USER/POST HOLE DIGGER	N/A
FRM025	CATTLE CHUTE/SINKINGTON (AIR)	N/A
FRM026	CATTLE CHUTE/SINKINGTON	N/A
FRM027	CATTLE CHUTE/POUNDER RIVER	N/A
FRM028	HAY GRINDER/FARMHAND 900E	1505
FRM029	BALE CHOPPER/HENHOUSE 1 TON	0001-8234
FRM032	SKAWER PUL-TAN 4005A	N/A
FRM033	ENGINE JOHN DEERE LUC	02511
FRM034	HEADON DRAG/HENHOUSE 7SECTION	N/A
FRM036	BRUSHBEATER	2419
FRM037	FLC/INC 6-16'	471332R/HNA
FRM038	POST HOLE DIGGER/DAN-USER	N/A
FRM039	LOADING CHUTE/POUNDER RIVER PTABLE	N/A
FRM040	LOADING CHUTE/HOMEMADE	N/A
FRM041	GRAIN DRILL/J.D. 820C	004094N
FRM042	DISC/TUNER 12' 370	315-362-121
FRM043	FLC/J.D. 5-16' ROLLOVER	5935H
FRM045	ROTOVATOR/HOMARD	N/A
FRM047	CATTLE CHUTE/POUNDER RIVER	N/A
FRM051	DISC/WILBECK	3604
FRM052	DISC/INC 370	N/A
FRM058	POST HOLE DIGGER/DAN-USER	N/A
FRM059	CATTLE CHUTE	N/A
FRM060	SPRAY TRAILER/HMADE 600 GAL	N/A
FRM061	BALE FORK -FARMHAND	N/A
FRM062	BALE FORK -HOMEMADE	N/A
FRM063	BUCKET W/GRAPPLE -FARMHAND	N/A
FRM064	BUCKET W/GRAPPLE -HOMEMADE	N/A
FRM065	FLATBED HAYWAGON/J.D.	N/A
FRM066	FLATBED HAYWAGON/J.D.	N/A
FRM067	FLATBED HAYWAGON/J.D.	N/A
FRM068	FLATBED HAYWAGON/J.D.	N/A

EQUIP	DESCRIPTION	SERIAL
FR4071	FEEDWAGON/HARROW 84 502	50A9323
FR4072	FARMHAND/LOADER 1140	NDNE/ANDY ROOT
FR4074	MAY BUSTER/H1000/BIG BITE	8902565
FR4075	KIRBY/BIG BALE FEEDER/1 TON	89118 (PER A.ROOT)
FR4076	72 HYSTER-FRKLFT-H200E9	B7P63663
GEN001	KOHLER 12HP ENG (K301R)	100730E3
GEN002	WISCONSIN GEN (S140D)	5636946
GEN003	OHAN GEN (15JC)	116C927075
GEN004	BRIGGS STRATTON 10HP ENG	J648800
GEN005	KOHLER 12HP ENG (K301R)	14076939
GEN006	KOHLER 12HP ENG (K301S)	10005521
GEN007	KOHLER 12HP ENG (K301F)	9129025
GEN008	KOHLER 12HP ENG (K301R)	10153883
GEN009	OHAN GEN (5.0CCK)	0173553730
GEN010	OHAN GEN (5.0CCK)	0178553234
GEN011	OHAN GEN (5.0CCK)	E770234523
GEN012	KOHLER 12HP ENG (M12RT)	1600632463
GEN013	OHAN GEN (15.0JC)	0871309470
GEN015	WISCONSIN ENG (461D)	4130882
GEN016	OHAN GEN (5.0CCK)	J750981865
GEN017	RED & GREEN GEN (5.0CCK)	N/A
GEN018	LISTER DIESEL GEN	3008SL2213
GEN019	LISTER ENGINE	2731LD17
GEN020	OHAN GEN (15.0JC)	L810603023
GEN021	OHAN GEN (15.0JC)	850761357
GEN023	OHAN GEN (30.0EK)	A820605525
GEN024	OHAN GEN (5.0CCK)	KB46736452
GEN025	OHAN GEN (5.0CCK)	8560816934
GEN026	BRIGGS STRATTON 8HP ENG	K057179
GEN027	OHAN GEN (5.0CCK-3CR/B389)	K880179962
GEN028	HTK PUMP/STARITE - 1HP/56L PH	8P4E02P
GEN029	STK PUMP/STARITE - 1HP/56L PH	8P4E02P
GEN030	STK PUMP/STARITE - 1HP/56L PHS	8P4E02P
GEN031	STK PUMP/STARITE 1 1/2 HP	
GEN032	OHAN GEN (5.0CCK-3CR/B389)	B890226643
GEN033	OHAN GEN (5.0CCK-3CR/B389)	CB90222321
GEN034	OHAN GEN (15.0JC-1BR.16581)	EB90253649
HA201	SWATHER - NH 1114	327599
HA202	SWATHER - NH 1114	327431
HA204	SWATHER - NH 1114	327576
HA205	SWATHER - NH 1112	325207
HA206	SWATHER - NH 1112	286582
HA210	SWATHER - NH 1116	328730
HA211	SWATHER - NH 1116	328731
HA215	SWATHER NH 1116 - 14'	538967/539041
HA216	SWATHER NH 1116 - 14'	543220/540935
HA217	SWATHER NH 1116 - 14'	543249/540936
HA501	ROUND BALER - NH 851	589498
HA502	ROUND BALER - NH 851	564761
HA503	ROUND BALER - NH 851	590407
HA504	ROUND BALER - NH 851	589497
HA505	ROUND BALER - NH 851	566403
HA507	ROUND BALER - NH 851	519757
HA508	ROUND BALER - NH 851	566420

EQUIP #	DESCRIPTION	SERIAL #
HA509	ROUND BALER - NH 851	568213
HA510	ROUND BALER - NH 851	567259
HA511	ROUND BALER - NH 853	826825
HA512	ROUND BALER - NH 853	826831
HA513	ROUND BALER - NH 853	563780
HA514	ROUND BALER - NH 853	831263
HA601	STACKHAND - HESSTON 60	N/A
HA602	STACKHAND - HESSTON 60	N/A
HA603	STACKHAND - HESSTON 60A	18300
HA604	STACKHAND - HESSTON 60A	17286
HA605	STACKHAND - HESSTON 60A	16431
HA701	STACK MOVER - HESSTON 60A	N/A
HA702	STACK MOVER - HESSTON 60	N/A
HA704	STACK MOVER - HESSTON 60A	N/A
HA801	RAKE - NH 260	318442
HA802	RAKE - NH 260	164539
HA803	RAKE - NH 259	122351
HA804	RAKE - NH 259	320837
HA805	RAKE - NH 260	164555
HA806	RAKE - NH 259	181362
HA807	RAKE - ALLEN 781	78070
HA808	RAKE - ALLEN 781	N/A
HA809	RAKE - ALLEN 780	N/A
HA810	RAKE - ALLEN (TONBAR)	N/A
HVY002	HAY SQUEEZE/HYSTER	RT150150001031
HVY003	BACKHOE/CASE 580C	89EB636
HVY007	BACKHOE/INTERNATIONAL 3400	271007300013/3100011
HVY008	BACKHOE/CASE- 580C	8954320
HVY009	F/END LOADER/JOHN DEERE 344A	6102047B
HVY011	GALION GRADER	VDC3654650F
HVY012	BE-BE DRAG SCRAPER LL-10	52420
HVY015	WABCO GRADER	777C2515
HVY016	D7E CAT	4844102
HVY019	D4 CAT	40A2899
HVY021	MICHIGAN LOADER	C5FB939
HVY022	MOUSE 60 LOADER	34203120001799
HVY023	DTICHNITCH & BIGGER ATTACHMENT	652824 / 627624
HVY024	SB. FRUEH/WTR TANKER-7,000	502134
PIV001	PIV 81/V-HP/4171-7TWR (VP)	10774
PIV002	PIV82/LP/4071 -12TWR -VP	11408
PIV003	PIV83/LP/2061 -12TWR -VP	8323
PIV004	PIV84/HP-WTR DRV/1260-12TWR-VP	13361
PIV005	PIV85/HP-WTR DRV/1260-11TWR-VP	N/A
PIV006	PIV86/LP/2061 -12TWR -VP	8322
PIV007	PIV87/HP/4171 -12TWR -VP	22708
PIV008	PIV88/HP/4171 -10TWR -VP	22665
PIV008+	PIV88+/HP/4171-7L/S TWR -VP	22766
PIV009	PIV89/LP/2061 -14TWR -VP	8324
PIV010	PIV810/LP/4071 -14TWR -VP	11406
PIV011	PIV811/HP/4071 -12TWR -VP	11847
PIV012	PIV812/HP/4071 -12TWR -VP	11352
PIV013	PIV813/HP/4071 -12TWR -SL	11550
PIV014	PIV814/HP/4071 -12TWR -VP	13332
PIV015	PIV815/HP/4071 -12TWR -VP	13335

EQUIP #	DESCRIPTION	SERIAL #
PIV016	PIV016/LP/4071-12TWR -SL	13331
PIV017	PIV017/LP/4071-12 TWR - SL	13334
PIV018	PIV018/HP/4171-12TWR -SL	17780
PIV019	PIV019/HP/4171 -VEHN	13598
PIV020	PIV020/HP/4071 -VEHN	19903
PIV021	PIV021/HP/4171 -VEHN	22560
PIV022	PIV022/LP/4171 -VEHN	29846
PIV023	PIV023/LP/4271 -VEHN	33267
PIV024	PIV 016/LP/4271 - VEHX	33248
PIV025	PUMP NTR/US/125HP-PIV 01 -VP	1101271
PIV026	PUMP NTR/US/75HP-PIV 02 -VP	R2134283
PIV027	PUMP NTR/GE/100HP-PIV 03 -VP	BP1201361
PIV028	PUMP NTR/F&H/175HP-PIV04+5-VP	B4240
PIV029	PUMP NTR/GE/100HP-PIV06 -VP	ART13124
PIV030	PUMP NTR/GE/150HP-PIV07 -VP	FJJ627162
PIV031	PUMP NTR/GE/150HP-PIV08, 6+VP	FHJ628154
PIV032	PUMP NTR/GE/150HP-PIV 09 -VP	FK3626179
PIV033	PUMP NTR/GE/150HP-PIV 010 -VP	HJ38001180
PIV034	PUMP NTR/US/75HP-PIV 011 -VP	R2134280
PIV035	PUMP NTR/GE/150HP-PIV 012 -VP	CKJ41077
PIV036	PUMP NTR/GE/150HP -PIV 013-SL	LKJ1106154
PIV037	PUMP NTR/GE/150HP-PIV 014 -VP	PKJ10178
PIV038	PUMP NTR/GE/100HP-PIV 015 -VP	EK3503133
PIV039	PUMP NTR/US/75HP-PIV 016 -SL	R2133367
PIV040	PUMP NTR/U.S./75HP-PIV017 -SL	R2134284
PIV041	PUMP NTR/U.S./100HP-PIV018-SL	1222902
PIV042	PUMP NTR/GE/150HP (SPARE NTR)VP	FHJ607141
PIV043	PUMP NTR/WEST/150HP-PPHPS01-SL	4748520647
PIV044	PUMP NTR/US/125HP-PPHPS01 -SL	R2112849
PIV045	PUMP NTR/WEST/150HP-PPHPS02-SL	4748520647
PIV046	PUMP NTR/WEST/150HP-PPHPS03-SL	4748520647
PIV047	PUMP NTR/WEST/75HP-PIV 01-VEHN	7405
PIV048	PUMP NTR/U.S./125HP-PIV02-VEHN	1268160
PIV049	PUMP NTR/U.S./75HP-PIV 03-VEHN	1022646
PIV050	PUMP NTR/G.E./50HP-PIV04 -VEHN	1MS1214383
PIV051	PUMP NTR/US/200HP-PIV05+6-VEHN	1388993
PIV052	PUMP NTR/WEST/100HP-RHS WMLN	37022564
PIV053	IRR PUMP/WESTERN/PIV01 -VP	13352
PIV054	IRR PUMP/WELLLINE-PIV02 -VP	180090
PIV055	IRR PUMP/WESTERN/PIV03 -VP	26746
PIV056	IRR PUMP/WESTERN/PIV 04 -VP	21276
PIV057	IRR PUMP/WESTERN/ PIV 06 -VP	25430
PIV058	IRR PUMP/WESTERN/ PIV 07 -VP	N/A
PIV059	IRR PUMP/WESTERN/ PIV 08 -VP	23476
PIV060	IRR PUMP/WESTERN/PIV 09 -VP	7397
PIV061	IRR PUMP/WESTERN/PIV 010 -VP	26185M
PIV062	IRR PUMP/WESTERN/PIV 011 -VP	26186M
PIV063	IRR PUMP/BERKLEY/PIV 012 -VP	7425337
PIV064	IRR PUMP/BERKLEY- PIV013 -SL	7425339
PIV065	IRR PUMP/BERLEY -PIV014 -VP	7425338
PIV066	IRR PUMP/LAKEBILR-PIV 015 -VP	45377
PIV067	IRR PUMP/LAKEBILR-PIV 016 -SL	45376
PIV068	IRR PUMP/LAKEBILR-PIV 017 -SL	45375
PIV069	IRR PUMP/LAKEBILR-PIV 018 -SL	N/A

EQUIP #	DESCRIPTION	SERIAL #
PIV070	IRR PUMP/AURORA -PIPHS #1 -SL	779-70144
PIV071	IRR PUMP/FRBKS MRS-PIPHS 1-SL	F3C2905459
PIV072	IRR PUMP/GOULDS -PIPHS #2 -SL	2079307
PIV073	IRR PUMP/FRBKS MRS-PIPHS #3-SL	3C2905468
PIV074	IRR PUMP/LB SINGER-PIV#1 -VGM	45378
PIV075	IRR PUMP/WEEL LINE-PIV#2 -VGM	N/A
PIV076	IRR PUMP/WESTERN-PIV #3 -VGM	11145
PIV077	IRR PUMP/WEEL LINE-PIV #4-VGM	T76044
PIV078	IRR PUMP/WEEL LINE-PIV #5-VGM	T60469
PIV079	IRR PUMP/WESTERN-PIV #6 -VGM	10341
PIV080	IRR PUMP/HERRITT -14HP/PA	6082835
PIV081	(2)MHL LINES-1/4" EA -VP	N/A
PIV082	(31)MHL LINES -1/4" EA. -SL	N/A
PIV083	(29)CLINTON 7HP GAC ENG. -SL	N/A
PIV084	(4)BRIGGS&STRATTON 7HP ENG -SL	N/A
PIV085	(6) MHL LINES -1/4" EA -VGM	N/A
PIV086	(1)MHL LINE -1/4" EA -VGM	N/A
PIV087	(7)BRIGGS&STRATN 7HP G/ENG-VGM	N/A
RAD001	M475 MAXAR MOBILE UNIT	475FME1927
RAD0011	M475 MAXAR MOBILE UNIT	475FME1937
RAD002	M475 MAXAR MOBILE UNIT	475FME1928
RAD003	M475 MAXAR MOBILE UNIT	475FME1929
RAD004	M475 MAXAR MOBILE UNIT	475FME1930
RAD005	M475 MAXAR MOBILE UNIT	475FME1931
RAD006	M475 MAXAR MOBILE UNIT	475FME1932
RAD007	M475 MAXAR MOBILE UNIT	475FME1933
RAD008	M475 MAXAR MOBILE UNIT	475FME1934
RAD009	M475 MAXAR MOBILE UNIT	475FME1935
RAD010	M475 MAXAR MOBILE UNIT	475FME1936
RAD012	M475 MAXAR MOBILE UNIT	475FME1938
RAD013	M475 MAXAR MOBILE UNIT	475FME1939
RAD014	M475 MAXAR MOBILE UNIT	475FME1940
RAD015	M475 MAXAR MOBILE UNIT	475FME1941
RAD016	M475 MAXAR MOBILE UNIT	475FME1942
RAD017	M475 MAXAR MOBILE UNIT	475FME1943
RAD018	M475 MAXAR MOBILE UNIT	475FME1944
RAD019	M475 MAXAR MOBILE UNIT	475FME1945
RAD020	M475 MAXAR MOBILE UNIT	475FME1946
RAD021	M475 MAXAR MOBILE UNIT	475FME1947
RAD022	M475 MAXAR BASE UNIT	475FME1948
RAD023	M475 MAXAR BASE UNIT	475FME1949
RAD024	M475 MAXAR BASE UNIT	475FME1950
RAD025	M475 MAXAR BASE UNIT	475FME1951
RAD026	M475 MAXAR BASE UNIT	475FME1952
RAD027	M475 MAXAR BASE UNIT	475FME1953
RAD028	M475 MAXAR BASE UNIT	475FME1954
RAD029	M475 MAXAR BASE UNIT	475FME1955
RAD030	M475 MAXAR BASE UNIT	475FME1956
RAD031	(1) S482/ NGR2000 REPEATER	602060050
RAD032	F649/SHIVEL CASE PORTABLE UNIT	649MPE4010
RAD033	F649/SHIVEL CASE PORTABLE UNIT	649MPE4011
RAD034	(2) RADIO SMO CARGO FOR PRTBLS	NONE
RAD035	(2) 6.6 DB/ BASE ANTENNAS	NONE
RAD036	(7) YAGI ARRAY / BASE ANTENNAS	NONE

One of listed radios was
destroyed in fire (serial #
not verified)

SHIP	DESCRIPTION	STATUS
SHIP1	(1) SHIP BT. 7.5/1000 ANTENNA	N/A
SHIP2	WELDER/250L	3617041
SHIP3	WELDER/LINCOLN 22500	N/A
SHIP4	WELDER/MILLER 200	N/A
SHIP5	WELDER/MILLER 250	N/A
SHIP6	WELDER/LINCOLN 22500-300	N/A
SHIP7	AIR COMP/KELLOGG AMEL-PORTABLE	970150
SHIP8	WELDER/MILLER 200	N/A
SHIP9	WELDER/MILLER 200	N/A
SHIP10	WELDER/MILLER 200	N/A
SHIP11	WELDER/MILLER 200	N/A
SHIP12	AIR COMP/KELLOGG AMEL-PORTABLE	N/A
SHIP13	TIRE CHANGER/COATS 20/20	N/A
SHIP14	SAWS/SET LS	WVBS-462
SHIP15	AIR COMP/SAYLOR BEALL	N/A
SHIP16	AIR COMP/BUINCY	N/A
SHIP17	WELDER/MILLER 200	38166949
SHIP18	WELDER/MILLER PORTABLE	N/A
SHIP19	WELDER/MILLER 200	N/A
SHIP20	WELDER/HOBART PORTABLE-PURWELD	971501537
SHIP21	AIR COMP/CAMPBELL-HAUSER	N/A
SHIP22	AIR COMP/KELLOGG AMERICA-PORTABLE	N/A
SHIP23	AIR COMP/KELLOGG AMERICA-PORTABLE	N/A
SHIP24	AIR COMP/KELLOGG AMERICA-PORTABLE	N/A
SHIP25	AIR COMP/KELLOGG AMERICA-PORTABLE	N/A
SHIP26	AIR COMP/KELLOGG AMERICA-PORTABLE	N/A
SHIP27	AIR COMP/MONTGOMERY WARD-PORTABLE	N/A
SHIP28	AIR COMP/HOMENADE/SHOP-STATNRY	N/A
SHIP29	AIR COMP/HOMENADE-SHOP-STATNRY	N/A
SHIP30	AIR COMP/SAYLOR BEALL-PORTABLE	N/A
TL201	GOOSENECK	61L2068734
TL202	FLATBED - BYCAN	203NA108
TL203	GOOSENECK (FELFS)	20785
TL204	GOOSENECK (ELCHARFO)	8878
TL205	CAT TRAILER (TUFBY)	78104
TL210	GOOSENECK (HOMENADE)	TR155389
TL211	GOOSENECK (NECKOVER)	BIF20810383
TL212	TAG-A-LONG	DDMR6254
TL213	GOOSENECK (TAN) (HALE)	3579029
TL214	GALVANIZED BUSHCK -VP (KIEFFER)	18VE5182XK016342
TL215	NECKOVER HR (WHITE)	61L2068448
TL216	CIRCLE D HRS TRLR/BSMK/MADE/MK	4B3052627N1062425
TL217	89 BLAKE/BTK	1B9C0232XK5067080
TL218	89 BLAKE/HRS	1B9C02309K5067084
TL219	KIEFFER FLTBS-65AK- RED	1D4XF2022JK014801
TIC01	3D 4320	003483R
TIC02	3D 4020	66926
TIC03	1066 IN	2610175U044944
TIC04	806 IN	31066 S-Y
TIC05	8000	C197414
TIC07	656 IN	2450033U044289
TIC08	656 IN	74812
TIC09	1370 AGRI-KING	8698237
TIC10	706 IN	10398 S-Y
TIC11	3D 4440	4410P01811BR

EQUIP #	DESCRIPTION	SERIAL #
TRC20	8600	C472163
TRC27	9600	C365363
TRC33	9600	C477076
TRC34	656 HYDRO	24301450014307
TRC35	1066	2610150038012
TRC37	HESSTON 80-66	8062-614541
TRC40	HESSTON 80-66	8062-414842
TRC41	HESSTON 100-90	1092-341951
TRC42	CASE 2108	61020475
TRC43	B2 FORD/TW30	C166644
TRC44	FORD 9030-VERSATILE 4WD-W/LDR	D487869

EXHIBIT "C" TO TRUST DEED

35244

CHEWAUGAN RIVER & TRIBUTARIES

Cert. of Water Right Filing	Filed	Acres	ZX acres	Acres feet per acre	Total acres feet - ZX	Season
Vol. 4, Page 3699	1922	384.4	107.4	4.4	472.56	4-1/9-15
Vol. 4, Pg. 3684	1922	163.0	- -			
Vol. 5, Pg. 3682	1922	569.66	459.66	3.9	1,792.67	1-1/7-15
Vol. 4, Pg. 3663	1922	218.6	- -			
Vol. 4, Pg. 3637	1922	161.0	102.0	4.4	448.8	4-1/9-15
Vol. 4 - Pg. 3624	1922	1242	- -			
Vol. 4, Pg. 3632	1922	185.74	185.74	4.4	817.12	4-1/9-15
Vol. 4, Pg. 3623	1922	165.6	- -			
Vol. 4, Pg. 3603	1922	415	415	3.9	1,618.5	1-1/7-15
Vol. 4, Pg. 2824	1920	75	75	4.6	345	4-1/9-15
Vol. 4, Pg. 2823	1920	92	92	4.6	423.2	4-1/9-15
Vol. 4, Page 2822	1920	287.7	287.7	3.9	1,122.03	4-1/9-15
Vol. 4, Pg. 2821	1920	18,327.8	17719.3	3.9	69,105.27	1-1/7-15
Vol. 4, Pg. 2819	1920	215.1	215.1	3.9	838.89	
Vol. 4, Pg. 2817	1920	279.6	279.6	4.8	1,342.08	4-1/9-15
Vol. 4, Page 2818	1920	143.1	143.1	3.9	558.09	1-1/7-15
Vol. 4 Page 2816	1920	398.1	398.1	4.4	1,751.64	4-1/9-15
				<hr/>	<hr/>	
				20,479.70	80,635.85	

SILVER CREEK IRRIGATION DISTRICT

Recorded in Vol. 16, Page 533
120 acres - 2 AF - Total, 240 AF

Permit #11656 recorded 1935 in Book 33, Page 11656
2,621 acres - 2 AF Total, 5,262 AF

Cert. of Water Rights filed in 1971, Vol. 29, Page 37624
405.4 ac. - 3AF Total, 1,216.2 AF

Total acres - 3,156.4
Total acres feet of Water - 6,718.2

Permit #29955 filed in 1965 - supplemental
irrigation water for 1,316 acres

EXHIBIT D
to
TRUST DEED

Grazing Permits

BLM Allotment Number 05238 (ZX)
BLM Allotment Number 00713 (Silver Creek)
BLM Allotment Number 10103 (ZX-Christmas Lake)
BLM Allotment Number 00428 (Sheeprock)
BLM Allotment Number 00419
BLM Allotment Number 00427
BLM Allotment Number 00712

USFS Term Grazing Permit No. 02 804 211, covering the following allotments:

USFS Foster Butte Allotment (1067 AUMs)
USFS Sycan (Winema) Allotment (300 AUMs)
USFS Long Creek Allotment (324 AUMs)

Exhibit E to Trust Deed

Permitted Encumbrances

A. Lake County

1. RESERVATIONS and exceptions contained in the deeds from the State of Oregon.

2. LOCATION of power and telephone lines and public roads, including but not limited to those certain rights of way for roads and highways conveyed to Lake County, Oregon, and the State of Oregon, recorded in Book 73 page 156. Book 80 page 117. Book 64 page 72. Book 67 page 349. Book 67 page 350. Book 77 page 63 of the Record of Deeds.

3. EASEMENT, created by instrument, including the terms and provisions thereof, dated October 10, 1966. Recorded November 3, 1966, Book 144. Page 754. Record of Deeds, in favor of United States of America. Over and across E1SW1/4 of Section 13. Township 25 South, Range 18 EWM.

4. EASEMENT, created by instrument, including the terms and provisions thereof, dated May 16, 1979. Recorded June 12, 1979. Book 180, Page 623, Record of Deeds, in favor of Pacific Power & Light Company, a corporation. Over and across the SE1/4 of Section 10. Township 28 South, Range 19 EWM.

5. EASEMENT, created by instrument, including the terms and provisions thereof, dated July 31, 1979, Recorded September 6, 1979, Book 181, Page 512, Record of Deeds, in favor of Midstate Electric Cooperative, Inc., Over and across portions of Section 3 and 4, Township 28 South, Range 19 EWM.

6. RIGHTS OF WAY for roads and highways, reserved by Lake County, Oregon a municipal corporation, under that certain deed, including the terms and provisions thereof, recorded in Book 73 at Page 342 and Book 73 Page 429, Record of Deeds, covering the following:

Township 25 South, Range 20 East of the Willamette Meridian,
Section 1: Lots 1, 2, 3, S1/4NE1/4, N1/4SE1/4, SE1/4SE1/4.

Township 27 South, Range 20 East of the Willamette Meridian,
Section 9: S1/4.

Township 28 South, Range 19 East of the Willamette Meridian,
Section 3: W1/4.

7. SPECIAL RESERVATION of ALL minerals, reserved to the United States of America, under those certain patents, including the terms and provisions thereof, recorded in Book 100 Page 371. Book 100 page 372 of the Record of Deeds, covering the W1/4NE1/4, NW1/4, NE1/4SW1/4, S1/4SW1/4, NW1/4SE1/4 of Section 11, Township 25 South, Range 18 EWM.

8. RIGHTS OF WAY for roads and highways, and all of the coal, oil, gas and minerals on, in or under the land described under Parcels 1, 3 and 5 herein, reserved by LAKE COUNTY, OREGON, a municipal corporation, under those certain deeds, including the terms and provisions thereof, recorded in Book 82 Page 89, Book 89 Page 316, Book 89 page 447, Book 91 page 384, Book 98 page 98, Book 98 page 263, Book 104 page 134, Book 106 page 497, Book 108 page 578, Book 109 page 205, Book 109 page 104, Book 110 page 126, Book 110 page 385, and Book 112 page 9, Record of Deeds.

9. AN OUTSTANDING interest in Gurney E. Boyd and Janie F. Boyd, for one half of the oil, gas and minerals on, in or under the E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 17, Township 27 South, Range 19 EWM, reserved under that certain deed, including the terms and provisions thereof, recorded in Book 116 page 191, Record of Deeds.

10. AN OUTSTANDING interest in H.H. Hach, also known as Henry H. Hach, his heirs and assigns, for one half interest in the royalty to any and all oil that may be developed or found, under that certain instrument, including the terms and provisions thereof, recorded in Book 106 Page 557, Record of Deeds, covering the following described property:

Township 27 South, Range 18 East of the Willamette Meridian,
 Section 12: SE $\frac{1}{4}$.
 Section 13: E $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 24: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

Township 27 South, Range 19 East of the Willamette Meridian,
 Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$.
 Section 30: Lots 1 and 2.

11. AN OUTSTANDING interest in the Heirs of Morris A. Milligan, for all of the oil, gas and minerals on, in or under the SE $\frac{1}{4}$ of Section 16, Township 27 South, Range 19 EWM, reserved under that certain deed, including the terms and provisions thereof, recorded in Book 117 Page 304, Record of Deeds.

12. AN OUTSTANDING interest in Stephen J. Zarka and Sylvora A. Zarka, husband and wife, for one half of the oil, gas and minerals on, in or under the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Lot 2, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 19, Township 27 South, Range 19 EWM, under that certain deed, including the terms and provisions thereof, recorded in Book 116 page 257, Record of Deeds.

13. AN OUTSTANDING interest in Adolph J. Peterson and Anna S. Peterson, husband and wife, for all of the coal, oil, gas and minerals on, in or under the E $\frac{1}{2}$ of Section 28, Township 27 South, Range 19 EWM, reserved under that certain deed, including the terms and provisions thereof, recorded in Book 116 Page 260, Record of Deeds.

14. AN OUTSTANDING interest in E.E. Teagle. for one half of the oil, gas and minerals on. in or under the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22. Township 27 South, Range 19 EWM. reserved under that certain deed. including the terms and provisions thereof. recorded in Book 116 Page 149. Record of Deeds.

15. AN OUTSTANDING interest in Edgar J. Seelye and Phaye L. Seelye, husband and wife. for all of the oil, gas and minerals on. in or under the S $\frac{1}{4}$ NE $\frac{1}{4}$ and Lot 2 of Section 2. Township 28 South. Range 16 EWM. reserved under that certain deed. including the terms and provisions thereof. recorded in Book 118 Page 73. Record of Deeds.

16. AN OUTSTANDING interest in the Chewacan Land and Cattle Company, a corporation, for one half of the oil, gas and minerals on. in or under the S $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, and SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 28 South, Range 15 EWM. reserved under that certain deed, including the terms and provisions thereof, recorded in Book 120 Page 107, Record of Deeds.

17. AN OUTSTANDING interest in Jack L. Kittredge and Doris H. Kittredge, husband and wife, for all of the coal, oil, gas and minerals on, in or under the following:

Township 25 South, Range 18 East of the Willamette Meridian.
 Section 11: W $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 13: SW $\frac{1}{4}$.
 Section 14: SE $\frac{1}{4}$.

reserved under that certain deed. including the terms and provisions thereof, recorded in Book 121 Page 340, Record of Deeds.

18. AN OUTSTANDING interest in Kern County Land Company, a corporation, its successors and assigns. for an undivided one half interest in the oil, gas and other minerals under that certain instrument, including the terms and provisions thereof, dated November 21, 1958, recorded December 2, 1958 in Book 123, Page 416, Records of Deeds, covering a portion of the property described under Parcel No. 1 and Parcel No. 5 herein.

19. AN OUTSTANDING INTEREST in Kern County Land Company. a corporation, for all of the oil, gas and minerals on, in or under the land described herein. under those certain instruments. including the terms and provisions thereof. recorded in Book 123 at Page 416 and Book 135 at Page 373 of the Record of Deeds. Covering the W $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 27 South. Range 20 EWM. and also the property described under Parcel No. 3 herein.

20. AN EASEMENT and right of way for a standard three wire fence over and across the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21. Township 27 South. Range 22 EWM, under that certain instrument. including the terms and provisions thereof, recorded in Book 138 Page 409. Record of Deeds, in favor of the United States of America. Department of the Interior, Bureau of Land Management.

21. RIGHT OF WAY 100 feet in width. for road over and across the E $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 36. Township 23 South. Range 19 EWM, under those certain instruments. including the terms and provisions thereof. recorded in Book 167 Page 443 and Book 167 Page 572. Record of Deeds. in favor of the United States of America. Department of the Interior. Bureau of Land Management.

22. EASEMENTS and petroleum and minerals reserved in a deed in which Penn Phillips Lands, Inc., a California corporation was Grantor, recorded in Book 156, Page 211, Records of Deeds. Covering the W $\frac{1}{2}$ SW $\frac{1}{4}$ 4SW $\frac{1}{4}$ of Section 36, Township 27 South, Range 20 East, W.M., and recorded in Book 142 Page 153, Records of Deeds, covering Parcel 3 herein.

23. AN EASEMENT and right of way for roadway 20 feet in width. over and across the SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13. E $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 27 South, Range 18 EWM, and SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 18, W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 19, and Lots 1 and 2 of Section 30. Township 27 South, Range 19 EWM. under that certain instrument, including the terms and provisions thereof, recorded in Book 185 Page 300, Record of Deeds, in favor of Pacific Power & Light Company, a corporation.

24. EASEMENT, created by instruments. including the terms and provisions thereof, recorded in Book 206 Page 346, Book 210 Page 174, Record of Deeds. in favor of Telephone Utilities of Eastern Oregon, Inc., an Oregon corporation. for underground telephone facilities along the W $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12. Township 27 South. Range 18 EWM. and in Sections 12, 13, 14. Township 38 South. Range 15 EWM.

25. EASEMENT, created by instruments. including the terms and provisions thereof, recorded April 7, 1989 in Book 212 Page 42. Book 212 Page 44 and Book 212 Page 46. Record of Deeds. in favor of Midstate Electric Cooperative, Inc., a cooperative corporation. Covers the NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13. Township 27 South. Range 18 EWM. and the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 18. Township 27 South. Range 19 EWM.

26. SPECIAL RESERVATIONS contained in Patents from the United States of America, recorded in Book 210 Page 260 and Book 211 Page 780. Record of Deeds. covering property described under Parcel No. 4 herein.

27 . RESERVATION of right of way for ditches, canals and reservoir sites for irrigation purposes constructed or which may be constructed by authority of the United States or otherwise, as reserved in deeds from the State of Oregon, recorded in Book 94 Page 425, Book 22 Page 401, Book 45 Page 405, Book 56 Page 585 of Record of Deeds.

28 . THE RIGHT of any person, firm or corporation to the use of ditches, canals, headgates or diversion works as said use has been established by use or decision of courts, or otherwise where said ditches or canals, headgates or diversion works are located on any of the lands herein described.

29 . REGULATIONS, including levies and assessments, water and irrigation rights, and easements for ditches and canals of the Silver Lake Irrigation District, within which boundaries a portion of the within property lies.

30 . REGULATIONS, including levies and assessments, water and irrigation rights, and easements for ditches and canals of the Chewaucan Irrigation District, within which boundaries a portion of the within property lies.

31 . RIGHTS OF WAY for roads and highways, reserved by Lake County, Oregon a municipal corporation, under those certain deeds, including the terms and provisions thereof, recorded in Book 77 at Page 151, Book 77 Page 199, Record of Deeds. Covers a portion of the land described under Parcel No. 5 herein.

32 . SPECIAL MINERAL reservations contained in two Patents from the United States, recorded in Book 140 Page 27, and Book 140 Page 29, Record of Deeds.

33 . EASEMENTS and rights of way, created by instruments, including the terms and provisions thereof, recorded in Book 74 Page 348, Book 137 Page 569, Book 154 Page 413 and Book 171 Page 209, Record of Deeds, and by Declaration of Taking, as disclosed by Lis Pendens recorded in Book 77 Page 509, Record of Mortgages, in favor of United States of America.

34 . EASEMENT and right of way, executed in favor of the Silver Lake Irrigation District, under those certain instruments, including the terms and provisions thereof, recorded in Book 62 Page 192, Book 62 Page 183, Book 140 Page 439, Record of Deeds.

15. **EASEMENT** and right of way in favor of Michael M. Murphy. over and across the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, Township 33 South, Range 19 EWM. under that certain instrument, including the terms and provisions thereof, recorded November 29, 1940 in Book 82 Page 124, Record of Deeds.

16. **EASEMENT**, created by instrument, including the terms and provisions thereof, dated January 28, 1965, Recorded January 29, 1965, Book 140, Page 614, Record of Deeds, in favor of United States of America, Department of the Interior, Bureau of Land Management. For stock water tank and right of way for access.

17. **EASEMENT**, created by instrument, including the terms and provisions thereof, over and across Section 8, Township 33 South, Range 19 EWM, under that certain instrument, including the terms and provisions thereof, recorded in Book 157 Page 5, Record of Deeds, in favor of Beaver State Telephone Co.

18. **AN OUTSTANDING** interest in the oil, gas and minerals on, in or under the land described under Parcel No. 5 herein, reserved under that certain instrument, including the terms and provisions thereof, recorded in Book 144 Page 245, Record of Deeds.

19. **EASEMENT**, created by instrument, including the terms and provisions thereof, dated September 15, 1971, Recorded November 3, 1971, Book 159, Page 434, Record of Deeds, in favor of Ambrose McAulliffe and Susan McAulliffe, husband and wife. Covers the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 33 South, Range 19 EWM.

20. **RIGHT OF WAY** 150 feet in width for electrical power transmission lines and structures, over and across Lot 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16, Lots 2, 7, 8, E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21, N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28, Township 28 South, Range 15 EWM, executed in favor of UNITED STATES OF AMERICA, under that certain instrument, including the terms and provisions thereof, recorded in Book 142 Page 222, Record of Deeds.

21. **RIGHT OF WAY** 150 feet in width for electrical power transmission lines and structures, over and across Lot 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16, Lots 2, 7, 8, E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21, N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28, all in Township 28 South, Range 15 EWM, executed in favor of PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, under that certain instrument, including the terms and provisions thereof, recorded in Book 144 Page 43, Record of Deeds.

42. CONSERVATION EASEMENT, including the terms and provisions thereof, created by instrument recorded in Book 185 Page 129, Record of Deeds, covering all of Section 21, Township 32 South, Range 14 EWM, in favor of THE NATURE CONSERVANCY, a non-profit corporation of the District of Columbia.

43. AN OUTSTANDING interest in an undivided one half interest in the GEOTHERMAL resources contained within the real property described under Parcel No. 5 herein (whether now known to exist or hereafter discovered), reserved under that certain instrument, including the terms and provisions thereof, recorded in Book 186 Page 98, Record of Deeds.

44. EASEMENT, created by instrument, including the terms and provisions thereof, dated July 30, 1991, Recorded August 8, 1991, Book 218, Page 48, Record of Deeds, in favor of Telephone Utilities of Eastern Oregon, Inc., an Oregon corporation. For underground telephone facilities in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 33 South, Range 19 EWM.

45. RIGHTS of the public and governmental bodies in and to any portion of the premises herein described now or at any time lying below high water mark of the Chewaucan River, Chewaucan Marsh, Silver Lake, Bridge Creek or any other streams, rivers or lakes, including any ownership rights which may be claimed by the State of Oregon below high water mark, as it now or at any time has existed.

46. EASEMENTS, created by instruments, including the terms and provisions thereof, recorded in Book 207, Pages 231, 235, 239 and 243, Record of Deeds, in favor of Telephone Utilities of Eastern Oregon, Inc., Oregon corporation. For underground telephone facilities located on a portion of the property described under Parcel No. 6 herein.

47. AS DISCLOSED by the tax roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.

48. 1993-94 Real Property Taxes.

49. Any right, title and interest of Louis C. DeSena in deed recorded March 6, 1964 in Book 139, page 232, Record of Deeds.

B. Deschutes County

1. As disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
2. Rights of the public in and to the streets and thoroughfares platted in Townsite of Imperial situate in the S1/2 SE1/4 of Section Sixteen (16), Township Twenty-one (21) South, Range Nineteen (19), East of the Willamette Meridian, Deschutes County, Oregon.
3. Reservation of an undivided 1/2 interest in the oil, gas and other minerals contained within the real property in deed from Kern County Land Company to Sinton and Brown Co., dated November 21, 1958, recorded December 1, 1958, in Book 120, Page 566, Deed Records. Said interest conveyed to Kern County Land Company, a Delaware corporation (formerly KLC Corporation) in Mineral Deed recorded September 25, 1967, in Book 155, Page 169, Deed Records.
4. Easement, including the terms and provisions thereof, for electric transmission line right of way 100 feet in width, in deed from Sinton and Brown Co., a California corporation, to United States of America, dated October 27, 1960, recorded November 22, 1960, in Book 126, Page 377, Deed Records.
5. Easement, including the terms and provisions thereof, for construction of a cattle guard, in deed from West Sacramento Enterprises, Inc., to United States Department of the Interior, Bureau of Land Management, dated September 30, 1963, recorded October 3, 1963, in Book 136, Page 530, Deed Records.
6. Easement, including the terms and provisions thereof, for electric transmission line right of way 300 feet in width in deed from C. M. Rocca, Sr., et al, to United States of America, dated October 10, 1966, recorded October 20, 1966, in Book 150, Page 590, Deed Records.
7. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein

As Granted to:	United States of America
Recorded:	August 26, 1980
Book/Page:	327/343, Deed Records

8. Assignment and Conveyance, including the terms and provisions thereof, by and between, Tenneco West, Inc. to Tenneco Oil Company, recorded November 18, 1988, in Book 174, Page 1114, Deschutes County records.
9. Assignment and Conveyance, including the terms and provisions thereof, by and between, Tenneco Oil Company to TOC-Pacific Coast Inc., recorded February 3, 1989, in Book 178, Page 1077, Deschutes County records.
10. 1993-94 real property taxes.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 30th day
of December A.D. 19 93 at 9:23 o'clock A. M., and duly recorded in Vol. M93
of Mortgages on Page 35191

Evelyn Biehn
By Pauline Mullens County Clerk

FEE \$330.00