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Vol M05 Page 09121

AFTER RECORDING, RETURN TO:  
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Schwabe, Williamson & Wyatt, P.C.  
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Portland, Oregon 97204

State of Oregon, County of Klamath  
Recorded 02/09/05 2:58 m  
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Linda Smith, County Clerk  
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### LINE OF CREDIT INSTRUMENT

Maximum principal amount to be advanced: \$400,000,000; however, such maximum principal amount to be advanced may be exceeded by principal advances made to complete construction of improvements upon the subject property.

Maturity date: February 4, 2015, exclusive of options to renew or extend, if any.

### DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS, FIXTURE FILING, AND FINANCING STATEMENT

**Grantor:** Meriwether Southern Oregon Land & Timber LLC, formerly known as Boise Oregon Land & Timber, L.L.C.

**Trustee:** FIRST AMERICAN TITLE INSURANCE COMPANY

**Beneficiary:** JOHN HANCOCK LIFE INSURANCE COMPANY, a life insurance company formed under the laws of the Commonwealth of Massachusetts, and its successors and assigns, as collateral agent for itself and the other Holders under and as defined in the Note Purchase Agreement, as defined

### ADDITIONAL STATUTORY NOTICES:

(a) The address of the entity holding a lien or other interest created by this instrument is:

John Hancock Life Insurance Company  
John Hancock Place  
200 Clarendon Street  
P.O. Box 111  
Boston, Massachusetts 02117  
Attn: Bond & Corporate Finance Group

(b) The tax account numbers for the property subject to the lien or in which the interest is created are: \_\_\_\_\_

(c) Type of transaction: Creation of deed of trust lien and security interests encumbering the properties described herein.

1 - DEED OF TRUST

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**DEED OF TRUST, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS, FIXTURE FILING, AND FINANCING STATEMENT**

This Deed of Trust, Security Agreement, Assignment of Rents, Fixture Filing, and Financing Statement (the "Deed of Trust") is made this **4th day of February, 2005**, by and between **Meriwether Southern Oregon Land & Timber LLC**, a Delaware limited liability company, formerly known as Boise Oregon Land & Timber, L.L.C. (hereinafter referred to as the "Grantor"), whose address is **One Financial Center, 28<sup>th</sup> Floor, Boston, Massachusetts 02111**, **FIRST AMERICAN TITLE INSURANCE COMPANY**, whose address is **200 Market Street, Suite 250, Portland, Oregon 97201-5786**, as Trustee (hereinafter referred to as "Trustee"), and **JOHN HANCOCK LIFE INSURANCE COMPANY**, a life insurance company formed under the laws of the Commonwealth of Massachusetts, and its successors and assigns, as collateral agent for itself and the other Holders under and as defined in the Note Purchase Agreement, as defined (hereinafter collectively referred to as the "Beneficiary" or the "Holders"), whose address is **John Hancock Place, 200 Clarendon Street, P.O. Box 111, Boston, Massachusetts 02117, Attn: Bond & Corporate Finance Group**. All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Note Purchase Agreement, as defined.

WHEREAS, under that certain Note Purchase Agreement (said Note Purchase Agreement together with any and all replacements, supplements, modifications, amendments, restatements, renewals or extensions thereof is hereinafter referred to as the "Note Purchase Agreement") dated of even date herewith, by and among MERIWETHER INVESTMENTS LLC, a Delaware limited liability company ("Borrower"), as Company, and John Hancock Life Insurance Company, John Hancock Variable Life Insurance Company, John Hancock Insurance Company of Vermont, Manulife Insurance Company and John Hancock Life Insurance Company (USA) as Holders, Borrower issued to the Holders certain Senior Secured Notes (said notes, together with any and all replacements, supplements, modifications, amendments, restatements, renewals or extensions thereof are hereinafter individually and collectively referred to as the "Notes") all dated of even date herewith in the aggregate principal amount of **\$400,000,000**, to be paid with interest thereon in installments as set forth in the Notes, which mature, if not sooner paid, on **February 4, 2015**;

WHEREAS, Borrower, as Company, John Hancock Life Insurance Company, as Collateral Agent and Noteholder, and John Hancock Variable Life Insurance Company, John Hancock Insurance Company of Vermont, Manulife Insurance Company and John Hancock Life Insurance Company (USA) as Noteholders, entered into that certain Collateral Agency Agreement dated of even date herewith, wherein John Hancock Life Insurance Company was granted the authority to act on behalf of and to bind the Holders and their successors and assigns, including, but not limited to any action required or permitted to be taken by the Holders with respect to this Deed of Trust; and

WHEREAS, Grantor has agreed to guarantee the Borrower's Obligations (as hereinafter defined) pursuant to the terms of an Agreement of Guaranty (the "Guaranty") of even date herewith; and

WHEREAS, to secure payment and performance of the Obligations and the Guaranty, Grantor has duly authorized the execution and delivery of this Deed of Trust upon certain property in Douglas, Jackson, Josephine and Klamath Counties, Oregon, as hereinafter particularly described.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and for the purpose of securing the obligations described in Section 1.1 below, Grantor hereby irrevocably bargains, grants, conveys, warrants, assigns, transfers, pledges, hypothecates and grants in and confirms to Trustee, in trust, with power of sale, for the benefit and security of Beneficiary, subject to the terms and conditions hereinafter set forth, all of Grantor's right, title and interest that Grantor now has or may hereafter acquire in and to the real property located in Douglas, Jackson, Josephine and Klamath Counties, Oregon (the "Property") more particularly described on Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4 attached hereto, respectively, and incorporated herein by reference thereto; and all fences, gates, roads, rights of way or easements for roads, rights of ingress and egress, waters, water courses, water rights and powers, rights to underground waters, licenses, rights, interests, privileges, liberties, and all tenements, hereditaments and appurtenances whatsoever, upon or attached to or in any way belonging, relating or appertaining to the Property, or which hereafter shall be related to or in any way belong, or be appurtenant thereto, and all licenses, easements, rights, interests, privileges or liberties now or hereafter owned by Grantor belonging, relating or appertaining to the Property, or the timber or logs located thereon; and

TOGETHER WITH the Grantor's interest in any timber supply, cutting or similar contract involving the sale of trees standing on the Property; any books and records to the extent such books and records relate to the use and operation of all or any portion of the Property; and all rights, titles and interests of Grantor in and to all present and future licenses, permits, approvals and agreements with or from any municipal corporation, county, state, or other governmental or quasi-governmental entity or agency relating to the development, improvement, division or use of all or any portion of the Property to the extent such licenses, permits, approvals, and agreements are assignable by law; and

TOGETHER WITH all rights of Grantor in and to any escrow or withhold agreements, title insurance, surety bonds, warranties, management contracts, leasing or sales agreements, and service contracts which are in any way relevant to the ownership, development, improvement, management, sale or use of all or any portion of the Property; and

TOGETHER WITH Grantor's rights under any payment, performance, or other bond in connection with construction of any improvements, and all construction materials, supplies, and equipment delivered to the Property or intended to be used in connection with the construction of improvements on the Property; and

TOGETHER WITH all rights, interests, and claims that Grantor now has or may hereafter acquire with respect to any damage to or taking of all or any part of the Property and all awards made for taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, and any and all awards resulting from any other damage to the Property, all of which are hereby assigned to the Beneficiary and the Beneficiary is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and

acquittances therefor, and to apply the same to the Obligations secured hereby notwithstanding the fact that the same may not then be due and payable; and

TOGETHER WITH any and all rights, interest, and claims that Grantor now has or may hereafter acquire with respect to any and all mineral, oil and gas rights (including without limitation "as-extracted collateral" within the meaning of Article 9 of the Oregon Uniform Commercial Code), air rights, development rights, water rights and water stock, drainage rights, zoning rights, and other similar rights or interests which benefit or are appurtenant to the Property and any proceeds arising therefrom; and

TOGETHER WITH all structures, buildings, and improvements of every kind and description now or at any time hereafter located on the Property (hereinafter referred to as the "Improvements");

TOGETHER WITH any and all goods now or at any time hereafter located on the Property which are or are to be fixtures within the meaning of Article 9 of the Oregon Uniform Commercial Code (hereinafter referred to as the "Fixtures"), including, without limitation, any and all equipment, apparatus, machinery, fixtures, fittings, and appliances and other articles and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, now or at any time hereafter affixed or attached to, and which are or become so related to the Property or any portion thereof that an interest in them arises under real property law, except that Fixtures shall not include such machinery and equipment of any tenant of any portion of the Property or Improvements, which is part of and/or used in the conduct of the normal business of such tenant conducted upon the Property; and

TOGETHER WITH all of Grantor's right, title and interest in all information, data, and files, in whatever form, and all computer software and hardware relating to the Property, including, without limitation: (i) current forest inventory data pertaining to the Property providing summary level information by stand, species, component and diameter level and planting records showing seed source and stock type; (ii) GIS data relating to elevation, public land surveys, stands, property boundaries, roads, historical harvest units and years of harvest, wildlife T&E layers, thinning, fertilization, planting, including stock type and watershed data; (iii) Grantor's road maintenance plan for the Property; (iv) Grantor's watershed analysis for the Property; (v) all aerial photographs pertaining to the Property; and (vi) all maps relating to the Property to the accounting and management functions of the Property; and

TOGETHER WITH all timber, standing, to be cut, cut or down, now or hereafter grown, growing or located on the Property, deemed for the purposes of this Deed of Trust to be real property to the fullest extent permitted by law; and

TOGETHER WITH all proceeds of the foregoing, including all judgments, awards of damages and settlements hereafter made resulting from condemnation or the taking of the Property or any portion thereof under the power of eminent domain, any proceeds of any policies, of insurance maintained with respect to the Property, or the proceeds of any sale, option or contract to sell the Property or any portion thereof.

All of the foregoing is hereinafter referred to as "Property" or as the "Trust Estate."

#### 4 - DEED OF TRUST

The Note Purchase Agreement provides for additional covenants, agreements, obligations and conditions to be kept, observed, performed, carried out and executed by Borrower and Grantor, which additional covenants, agreements, obligations and conditions deal with conditions which Borrower and Grantor must observe in the conduct and maintenance of its business and of the Property and in its dealings with Beneficiary. In the event of any conflict between the provisions of the Note Purchase Agreement and the provisions of the Deed of Trust, the provisions of the Note Purchase Agreement shall control, provided that the parties agree that the Note Purchase Agreement and the Deed of Trust shall be interpreted and construed, to the fullest extent possible, so as not to be in conflict with each other, it being the intentions of the parties that all provisions of the Note Purchase Agreement and this Deed of Trust shall be enforceable to the fullest extent possible.

TO PROTECT THE PROPERTY AND SECURITY GRANTED BY THIS DEED OF TRUST, THE GRANTOR HEREBY WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

## **ARTICLE 1**

### **Particular Covenants and Warranties of Grantor**

**1.1 Obligations Secured.** This Deed of Trust secures the following, collectively referred to hereinafter as the "Obligations":

(a) The payment of all indebtedness and the performance of all covenants and obligations of Borrower under the Notes, whether such payment and performance is now due or becomes due in the future;

(b) The payment and performance of all covenants and obligations by Grantor under the Guaranty, whether such payment and performance is now due or becomes due in the future; and

(c) The payment and performance of all covenants and obligations in this Deed of Trust, and in all other deeds of trust, mortgages, security agreements, notes, agreements, and undertakings now existing or hereafter executed by Borrower or Grantor with or for the benefit of Beneficiary relative to the loan evidenced by the Notes, including, without limitation, the Note Purchase Agreement and the Financing Documents, as defined in the Note Purchase Agreement, whether such payment and performance is now due or becomes due in the future. As used in this section, the term "performance of all covenants and obligations" includes, without limitation, the accuracy of representations and warranties made by Borrower or Grantor to or for the benefit of Beneficiary.

Notwithstanding anything in this Deed of Trust to the contrary, the Obligations secured by this Deed of Trust do not include the payment and performance of any covenants or obligations set forth in the Environmental Indemnity Agreement of even date herewith executed by Grantor in favor of Beneficiary. Grantor's liability and obligations under the Environmental Indemnity Agreement shall survive any judicial or nonjudicial foreclosure of this Deed of Trust or transfer of the Property in lieu thereof, to the extent set forth in the Environmental Indemnity Agreement.

**1.2 Payment of Indebtedness, Performance of Covenants and Warranties.**

Grantor shall duly and punctually pay and perform all of the covenants and obligations of Borrower and Grantor under the Obligations, including, without limitation the covenants and obligations of Borrower under the Note Purchase Agreement; Grantor represents and warrants that Borrower's representations and warranties contained in the Note Purchase Agreement are and remain true and accurate in all material respects as of the date of this Deed of Trust.

**1.3 Title To Property.** Grantor warrants to Beneficiary that Grantor is lawfully seized of an indefeasible estate in fee simple title in the land and real property hereby, and has good and absolute title to the Trust Estate, free of all liens, claims, security interests, encumbrances, easements and restrictions, except that the land and real property is subject to the special exceptions set forth in the lenders' policy of title insurance issued to Beneficiary in connection with the loan evidenced by the Notes (the "Permitted Exceptions") and the rights of third parties under the Supply Agreements. Grantor covenants that it will forever defend the Beneficiary's rights hereunder and the priority of this Deed of Trust against the adverse claims of all persons and shall promptly perform all of the obligations to be performed hereunder and under the Permitted Exceptions.

**1.4 Further Assurances; Filing; Re-Filing; etc.**

(a) Grantor shall execute, acknowledge and deliver, from time to time, such further instruments as Beneficiary may reasonably require to accomplish the purposes of this Deed of Trust.

(b) Grantor, immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, shall cause this Deed of Trust, any security agreement, or deed of trust supplemental hereto and each instrument of further assurance to be recorded and re-recorded in such manner and in such places as may be required by any present or future law in order to perfect, and continue perfected, the lien and estate of this Deed of Trust.

(c) Grantor shall pay or cause Borrower to pay all filing and recording fees, and all expenses incident to the execution, filing, recording and acknowledgment of this Deed of Trust, any security agreement, or deed of trust supplemental hereto and any instrument of further assurance, and all federal, state, county, and municipal taxes, assessments and charges arising out of or in connection with the execution, delivery, filing, and recording of this Deed of Trust, any security agreement, Deed of Trust or deed of trust supplement hereto, or any instruments of further assurance.

**1.5 Status, Continuous Operations, etc.** Grantor covenants that:

(a) It is a validly existing limited liability company under the laws of the State of Delaware, duly qualified to do business in places where such qualification is necessary (other than the states where the failure to be so qualified would not have a material adverse effect on the Grantor).

(b) It has the necessary power and authority to enter into the Financing Documents to which it is a party.

(c) The making and performance by Grantor and Borrower, as applicable, of this Deed of Trust, the Financing Documents, as defined in the Note Purchase Agreement, and all other Obligations have been duly authorized by limited liability company action and will not violate any provision of law or of its articles of organization or operating agreement, result in the breach of or constitute a default under any indenture or other agreement or instrument to which Grantor or Borrower is a party or by which Grantor, Borrower or the Property may be bound or affected.

**1.6 Limitations of Use.** Grantor shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions limiting or defining the uses that may be made of the Property, or any part thereof, without the prior written consent of Beneficiary (which consent shall not be unreasonably withheld), other than granting road easements and any other covenants incident to normal forest management and logging operations. Provided, that the preceding sentence to the contrary notwithstanding, Grantor may, without violating the terms of this Deed of Trust accomplish any or all of the actions proscribed by the preceding sentence if the taking of such action or actions (whether taken at one or more than one time) does not have the result of eliminating the Grantor's ability, based on the reasonable projections using the market conditions then prevailing, to fully service the debt secured hereby, according to its terms, from the harvesting of timber from the Property.

**1.7 Local Improvement District.** Grantor will not, without the prior written consent of Beneficiary (which consent shall not be unreasonably withheld), create or initiate, vote for, or in any other manner foster, join in or consent to the creation of, or the inclusion of the Property or any-part thereof within the boundaries of any irrigation, levee, drainage or other improvement district (except school or road), under which any such district has or will have the power to issue bonds or other evidence of indebtedness and/or the power to make assessments against the Property or any part thereof.

**1.8 Insurance.** No casualty insurance coverage on the Property or any part thereof shall be required to be provided by Grantor.

The following warning is given pursuant to ORS 746.201:

### WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

**1.9 Mineral Extraction.** Neither Grantor nor any successor in interest to Grantor in the Property shall drill or extract or enter into any lease for the drilling or extraction of oil, gas, or other hydrocarbon substances on the Property without the prior written consent of Beneficiary (which consent shall not be unreasonably withheld). Drilling for extraction of other minerals of any kind or character from the Property or from any part thereof will not require such prior written or other consent from the Beneficiary; provided, however, that this Section 1.9 shall not prohibit the exercise of rights, existing as of the date hereof and disclosed on the title reports provided to Beneficiary, of parties other than Grantor, to develop, bore, or mine for any water, gas, oil, or mineral on or under the surface of the Property; and provided further, that in the exercise of any rights permitted to it hereunder with or without Beneficiary's prior written consent, Grantor, or its contractors and assigns, shall use all commercially reasonable efforts to preserve or realize the value of any timber that shall be impacted by such activities.

**1.10 Collateral Agent.** Grantor recognizes John Hancock Life Insurance Company, its successors and assigns, as collateral agent for the Holders, as defined above, in all matters affecting this Deed of Trust, in accordance with the above-referenced Collateral Agency Agreement.

**1.11 Due on Sale or Mortgaging, Etc.** Subject to the terms of the Note Purchase Agreement, if Grantor sells, conveys, transfers, further mortgages or encumbers, or disposes of the Property, or any part thereof, or any interest therein, or agrees so to do, or if any corporate, partnership or ownership interest in Grantor is sold, conveyed, transferred, or encumbered, without the written consent of Beneficiary being first obtained, then at the sole option of Beneficiary, Beneficiary may declare the entire Obligations due and payable in full and call for payment of the same in full at once.

## **ARTICLE 2 Condemnation**

### **2.1 Condemnation.**

(a) Should the Property or any part thereof or interest therein be taken or damaged by reason of any public improvement, eminent domain, or condemnation proceeding, or in any other manner (a "Condemnation"), or should Grantor or Borrower receive any notice or other information regarding such a proceeding, Grantor shall give immediate written notice thereof to Beneficiary.

(b) All compensation, awards and other payments ("Condemnation Proceeds") or relief therefor shall be paid to Beneficiary for application to the Obligations to the , extend and in the manner provided in the Note Purchase Agreement. Beneficiary shall be entitled, at its option, to commence, appear in and prosecute any Condemnation proceeding in its own or Grantor's name and make any compromise or settlement in connection with such Condemnation; provided that the aforesaid right to prosecute in the Grantor's name and to enter



into any compromise or settlement in connection with any such prosecution in the Grantor's name shall be available to Beneficiary only during such time as the Grantor is in default under this Deed of Trust beyond any applicable notice or cure period.

### **ARTICLE 3**

#### **Assignments of Rents, Issues and Profits**

##### **3.1 Assignment of Rents.**

Subject to the limitation on the exercise of rights set forth in Section 3.2 below, Grantor hereby absolutely and unconditionally assigns and transfers to Beneficiary the rents, revenues, issues, profits, income, and benefits derived from the Property, including but not limited to any profits from the harvest and sale of timber (collectively, the "Rents"). The foregoing is intended to constitute a present, absolute and irrevocable assignment of all Rents by Grantor for the benefit of Beneficiary, and to authorize and empower Beneficiary to collect and receive all Rents without the necessity of further action on the part of Grantor, subject only to the terms of this Deed of Trust. For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, Rents shall not be deemed to be a part of the "Property" or "Trust Estate" as those terms are defined above. However, to the extent this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the State of Oregon, then the Rents shall be included as a part of the Property and Trust Estate and it is the intention of the Grantor that in this circumstance this Deed of Trust create and perfect a lien on Rents in favor of Beneficiary, which lien shall be effective as of the date of this Deed of Trust.

##### **3.2 Collection of Rents.**

Beneficiary shall be entitled at any time and from time to time following the occurrence and during the continuance of an Event of Default, to demand, receive and enforce payment of, to give receipts, releases and satisfactions for, and in the name of Grantor or otherwise to collect, sue for and compromise Rents and apply the same to the Obligations; provided, however, except after the occurrence and during the continuance of an Event of Default and until notice from Beneficiary to cease such collection, Beneficiary hereby grants to Grantor a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Beneficiary and to apply all Rents to pay the Obligations and the current costs and expenses of managing, operating and maintaining the Property. So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Grantor free and clear of, and released from, Beneficiary's rights with respect to Rents under this Deed of Trust. However, after the occurrence and during the continuance of an Event of Default and after notice from Beneficiary to cease collection, without the necessity of Beneficiary entering upon and taking and maintaining control of the Property directly or by a receiver, Grantor's license to collect Rents shall terminate and Beneficiary shall be entitled to all Rents as they become due and payable, including Rents then due and unpaid. At any time on or after the date of Beneficiary's notice to cease collection, Beneficiary may give, and Grantor hereby irrevocably authorizes Beneficiary to give, notice to all obligors instructing them to pay all Rents to Beneficiary, no obligor shall be required to inquire further as to the occurrence or continuance of an Event of Default, and no obligor shall be obligated to pay to Grantor any amounts which are actually paid to Beneficiary in response to such a notice. Any such notice by Beneficiary may be

given by personal delivery, by mail or by any other means reasonably calculated to give notice. Without limiting the present, absolute and unconditional assignment of Rents set forth in Section 3.1, Grantor hereby irrevocably appoints Beneficiary its true and lawful attorney-in-fact, with power of substitution, at the option of Beneficiary at any time and from time to time following the occurrence and continuance of an Event of Default, to demand, receive and enforce payment of, to give receipts, releases and satisfactions for, to endorse instruments received in payment thereof in the name of Grantor and to negotiate such instruments and collect the proceeds thereof, and in the name of Grantor or otherwise to collect, sue for and compromise Rents and apply the same to the Obligations. Grantor shall not interfere with and shall cooperate with Beneficiary's collection of such Rents. Grantor shall pay to Beneficiary upon demand all Rents to which Beneficiary is entitled.

### 3.3 No Prior Assignment; Cooperation.

Grantor warrants to Beneficiary that Grantor has not executed any prior assignment of Rents, and that at the time of execution of this Deed of Trust there has been no anticipation or prepayment of any Rents for more than two months prior to the due dates of such Rents. Grantor covenants and agrees that it will not perform any acts and has not executed, and shall not execute, any instrument that would prevent Beneficiary from exercising its rights under this Article 3. Grantor shall not collect or accept payment of any Rents more than two months prior to the due dates of such Rents.

## ARTICLE 4 Security Agreement

4.1 **Security Agreement.** To secure the Obligations, Grantor hereby grants to Beneficiary a security interest in all personal property, fixtures, timber to be cut and as-extracted collateral included in the Trust Estate, and the products and proceeds thereof, whether now existing or hereafter acquired, including but not limited to any and all timber that is severed from the Property covered by this Deed of Trust, subject to the Permitted Exceptions and rights of third parties under the Supply Agreements. This Deed of Trust shall constitute a security agreement under Article 9 of the Uniform Commercial Code of the States of Oregon and Delaware. The mailing address of Grantor and the address of Beneficiary from which information may be obtained are set forth in the introductory paragraph of this Deed of Trust.

4.2 **Fixtures.** It is understood and agreed that, in order to protect Beneficiary from the effect of ORS 79.0324, as amended from time-to-time, in the event that (i) Grantor intends to purchase any goods which may become fixtures attached to the Property, or any part thereof, and (ii) such goods will be subject to a purchase money security interest held by a seller or any other party:

- (A) Grantor shall, before executing any security agreement or other document evidencing such security interest, obtain the prior written approval of Beneficiary, and all requests for such written approval shall be in writing and contain the following information:

- (1) a description of the fixtures to be replaced, added to, installed or substituted,
- (2) the address at which the fixtures will be replaced, added to, installed or substituted, and
- (3) the name and address of the proposed holder and proposed amount of the security interest,

and any failure of Grantor to obtain such approval shall be a material breach of Grantor's covenant under this Deed of Trust, and shall, at the option of Beneficiary, entitle Beneficiary to all rights and remedies provided for herein upon default provided, that Beneficiary shall be deemed to have approved such agreement if it fails to object to such agreement within thirty (30) days of its actual receipt of Grantor's written request for such approval. No consent by Beneficiary pursuant to this subsection shall be deemed to constitute an agreement to subordinate the right of Beneficiary in fixtures or other property covered by this Deed of Trust.

- (B) If at any time Grantor fails to make any payment on an obligation secured by a purchase money security interest in any fixtures, Beneficiary, at its option, may at any time pay the amount secured by such security interest and the amount so paid shall be (1) secured by this Deed of Trust and shall be a lien on the Property having the same priorities as the liens and security interests created by this Deed of Trust, and (2) payable on demand with interest at the rate specified in the Note from the time of such payment. If Grantor shall fail to make such payment to Beneficiary within ten (10) days after demand, the entire principal sum secured hereby with all unpaid interest accrued thereon shall, at the option of Beneficiary, become due and payable immediately.
- (C) Beneficiary shall have the right to acquire by assignment from the holder of such security interest any and all contract rights, accounts receivable, negotiable or nonnegotiable instruments, or other evidence of Grantor's indebtedness for such personal property or fixtures, and, upon acquiring such interest by assignment, shall have the right to enforce the security interest as assignee thereof, in accordance with the terms and provisions of the Oregon Uniform Commercial Code then in effect, and in accordance with any other provisions of law.
- (D) Whether or not Beneficiary has paid the indebtedness secured by or taken an assignment of such security interest, Grantor covenants to pay all sums, and perform all obligations secured thereby, and if Grantor at any time shall be in default for a period of ten (10) days or after the expiration of all applicable cure periods, whichever is longer, under such security agreement, it shall be a material breach of Grantor's covenants under this

Deed of Trust, and Beneficiary may, at its option, declare the principal sum secured hereby immediately due and payable, time being of the essence.

4.3 **Financing Statement.** To the extent that any of the Property constitutes a fixture, timber to be cut or as-extracted collateral, within the meaning of those terms under Article 9 of the Uniform Commercial Code of Oregon and Delaware, this Deed of Trust shall serve pursuant to ORS 79.0502(c) as a financing statement filed as a fixture filing and as a financing statement covering as-extracted collateral or timber to be cut. Beneficiary may, without obligation, file or record separate fixture filings or financing statements. The lapse of any such fixture filing or financing statement shall not constitute a waiver of Beneficiary's rights under this Deed of Trust.

## **ARTICLE 5**

### **Events of Default; Remedies**

5.1 **Events of Default.** Each "Event of Default" under the Note Purchase Agreement shall constitute an "Event of Default" under this Deed of Trust.

5.2 **Remedies in Case of Default.** If an Event of Default shall occur, Beneficiary may exercise any one or more of the following rights and remedies, in addition to any other remedies which may be available by law, in equity, or otherwise:

(a) **Acceleration.**

(i) Automatic. Upon the occurrence of an Event of Default specified in subsections 11 (g) or (h) of the Note Purchase Agreement, the principal of and the interest on the Notes at the time outstanding, and all other amounts owed to Beneficiary under this Deed of Trust, Note Purchase Agreement or any of the other Financing Documents, as defined in the Note Purchase Agreement, shall thereupon immediately become due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived, anything in this Deed of Trust, the Note Purchase Agreement or any of the Financing Documents, as defined in the Note Purchase Agreement, to the contrary notwithstanding. If the forgoing waiver of notice is not enforceable under the laws of the State of Oregon, then, upon the occurrence of an Event of Default specified in subsections 11(g) or (h) of the Note Purchase Agreement, Beneficiary may accelerate pursuant to the following subsection.

(ii) Optional. If any other Event of Default shall have occurred and be continuing, in every such event, Beneficiary may, at its option, declare the principal of and interest on the Notes at this time outstanding, and all other amounts owed to Beneficiary under this Deed of Trust, the Note Purchase Agreement or any of the Financing Documents, as defined in the Note Purchase Agreement, to be forthwith due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived, anything in this Deed of Trust, the Note Purchase Agreement or the Financing Documents, as defined in the Note Purchase Agreement, to the contrary notwithstanding.

(b) **Remedies Under Note Purchase Agreement.** Beneficiary may elect to exercise one or more of the remedies that are set forth in Section 6.3 and Section 6.4 of the Note Purchase Agreement.

(c) **Receiver.** Beneficiary may have a receiver appointed for all or any part of the Property. Beneficiary shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Property exceeds the amount of the indebtedness secured by this Deed of Trust. Grantor consents to the appointment of a receiver at Beneficiary's option and waives any and all defenses thereto. The entering and taking possession of the Property, shall not cure or waive any Event of Default or notice of Default or invalidate any act done in response to them. Regardless of whether possession of the Property is by Beneficiary or a receiver, Beneficiary shall be entitled to exercise every right provided for in the Financing Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale. The receiver may serve without bond if permitted by law.

(d) **Possession.** Beneficiary may, either directly or through a receiver, enter and take possession of all or any part of the Property and use, operate, manage and control it as the Beneficiary shall deem appropriate in its sole discretion. Beneficiary may enter all or any part of the Property to exercise any other remedy available to Beneficiary by law, in equity or under the parties' agreements. Upon request after an Event of Default, Grantor shall peacefully relinquish possession and control of Property to Beneficiary or any receiver appointed under this Deed of Trust.

(e) **Rents.** Beneficiary may revoke Grantor's right to collect the Rents in accordance with Section 3.2, and may, either itself or through a receiver, collect and otherwise exercise the powers with respect to Rents set forth in Article 3 hereof. Without limiting the generality of the foregoing, Beneficiary may harvest and sell timber from the Property and collect any profits or rents therefrom. Beneficiary shall not be deemed to be in possession of the Property solely by reason of exercise of the rights contained in this subsection (e). If Beneficiary collects Rents under this subsection (e), Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact, with power of substitution, to endorse instruments received in payment thereof in the name of Grantor and to negotiate such instruments and collect the proceeds thereof. After payment of all Obligations, any remaining amounts shall be paid to Grantor and this power shall terminate.

(f) **Power of Sale.** Beneficiary may direct the Trustee, and the Trustee shall be empowered, to exercise the power of sale granted herein in the manner provided by Oregon law.

(g) **Foreclosure.** Beneficiary may judicially foreclose this Deed of Trust and obtain a judgment foreclosing Grantor's interest in all or any part of the Property and giving Beneficiary the right to collect any deficiency remaining due after disposition of the Property.

(h) **Real-Estate-Related Collateral and Personal Property.** With respect to any fixtures, timber to be cut, as-extracted collateral or personal property subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the rights and

remedies of a secured party under the Oregon Uniform Commercial Code. To the extent any notice is required under applicable law and is not waived by Grantor, Grantor agrees that as it relates to this paragraph only if such notice is marked, postage prepaid, to the Grantor at the above address at least ten (10) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

(i) **Abandon Security.** Beneficiary may abandon any security afforded by this Deed of Trust or any other collateral by notifying Grantor of Beneficiary's election to do so.

5.3 **Sale.** In any sale pursuant to any judgment, the Property, to the extent permitted by law, may be sold as an entirety or in one or more parcels and in such order as Beneficiary may elect, without regard to the right of Grantor, any person claiming under Grantor, or any guarantor or surety to the marshalling of assets. The purchaser at any such sale shall take title to the Property or the part thereof so sold free and clear of the estate of Grantor (other than statutory redemption rights, if any), the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Beneficiary, but excluding Trustee, may purchase at any such sale. If the Property is sold in parcels, any portion of the Property not sold shall remain subject to this Deed of Trust.

5.4 **Cumulative Remedies - No Duty to Marshall Assets.** All remedies under this Deed of Trust are cumulative and not exclusive. Any election to pursue one remedy shall not preclude any other remedy. No delay or omission in exercising any right or remedy, or any agreement to an extension of time, shall impair that or any other right or remedy or constitute a waiver of any default. No release of any part of the Property or any person liable hereunder shall impair any other right or remedy or constitute a waiver of any default.

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

(a) **Management.** Use, operate, manage, control, and conduct business with the Property and make expenditures for such purposes and for maintenance and improvements as are reasonably necessary.

(b) **Rents and Revenues.** Collect all rents, revenues, income, issues, and profits from the Property, and may harvest and sell timber therefrom in a commercially reasonable manner and in accordance with best management practices, and apply such sums to the reasonable expenses of use, operation, management, maintenance, and improvements.

(c) **Construction.** At its 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 and specifications as it deems appropriate.

(d) **Additional Indebtedness.** If the revenues produced by the Property are insufficient to pay expenses, Beneficiary or the receiver may borrow or advance such sums upon such terms as it deems reasonably necessary for the purposes stated in this section. All advances shall bear interest, unless otherwise provided, at the Default Rate, as

defined in the Note Purchase Agreement, and repayment of such sums shall be secured by this Deed of Trust.

(e) **Remedies Cumulative.** Exercise any other power or remedy provided by law, in equity or the parties' agreements.

5.6 **Application of Proceeds.** All proceeds realized from the exercise of the rights and remedies under this Article 5 shall be applied as follows, except as otherwise provided by law:

(a) **Costs and Expenses.** To pay all costs of exercising such rights and remedies, including the costs of maintaining and preserving the Property, the costs and expenses of any receiver or lender-in-possession, the costs of any sale, and the costs and expenses provided for in Section 6.6 below.

(b) **Indebtedness.** To pay all the Obligations, in such order as Beneficiary shall deem appropriate in its sole discretion.

(c) **Surplus.** The surplus, if any, remaining after satisfaction of all the Obligations shall be paid to the clerk of the court.

5.7 **Waiver of Stay, Extension, Moratorium and Valuation Laws.** To the fullest extent permitted by law, Grantor hereby waives the benefit of any existing or future stay, extension or moratorium law which may affect observance or performance of the provisions of this Deed of Trust and any existing or future law providing for the valuation or appraisal of the Property prior to any sale.

## ARTICLE 6 General Provisions

6.1 **Time is of the Essence.** Time is of the essence with respect to all covenants and obligations of Grantor under this Deed of Trust.

6.2 **Reasonability and Materiality.** Whenever this Deed of Trust shall require or permit Grantor or Beneficiary to exercise judgment or discretion or otherwise make any subjective determination, including the giving of consent or approvals hereunder, both Grantor and Beneficiary shall do so reasonably and in good faith. All provisions requiring Grantor to pay costs, expenses or fees shall be construed as requiring the payment of only such costs, expenses and fees as shall be reasonable. Grantor's representations, warranties and covenants in this Deed of Trust shall be deemed to include and shall be subject to a materiality standard, in that an immaterial inaccuracy, breach or default may not be used by Beneficiary as a basis to declare the existence of an Event of Default, accelerate the indebtedness secured hereby and/or otherwise exercise remedies available to Beneficiary in the event of a default hereunder. "Material" items shall include, but shall not be limited to, a default in monetary payment, not properly maintaining the Property, violating the prohibition against placing additional liens on the Property (or any part thereof), a default in the environmentally related provisions of the Note Purchase Agreement, or material misrepresentation of fact.

### 6.3 Notices.

**6.3.1 Method; Address.** All notices and communications required or permitted to be given under this Agreement shall be in writing and shall either be mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by telecopier, prepaid telegram or telex, or sent by reliable express mail (such as Federal Express or U.S. Express Mail), and shall be addressed,

(a) if to Beneficiary, at the address shown in Annex I to this Deed of Trust, marked for attention as there indicated, or at such other address as Beneficiary shall have furnished to Grantor in writing, or

(b) if to Grantor, at the following address:

Meriwether Southern Oregon Land & Timber LLC  
c/o Forest Capital Partners, LLC  
One Financial Center, 28<sup>th</sup> Floor  
Boston, Massachusetts 02111  
Attn.: Scott Jones

with a copy to:

Sutherland Asbill & Brennan LLP  
1114 Avenue of the Americas  
40<sup>th</sup> Floor  
New York, NY 10036  
Attn: William H. Bradley

or at such other address as Borrower shall have furnished in writing to Beneficiary.

**6.3.2 When Given.** Any notice so mailed shall be deemed to be given and become effective three (3) days after deposit in the U.S. Mail. Any notice given in any other manner shall be deemed to be given and become effective only if and when actually received (or rejected) by the addressee.

**6.4 Deed of Trust Binding on Successors and Assigns.** This Deed of Trust shall be binding upon and inure to the benefit of the successors and assigns of Grantor, Trustee and Beneficiary.

**6.5 Usury Laws.** Notwithstanding any provision herein or in the Notes, the total liability for payments in the nature of interest shall not exceed the limits, if any, now imposed by the usury laws of the State of New York.

**6.6 Administrative Fees of Beneficiary.** Grantor promises to pay and reimburse Beneficiary for reasonable administrative fees, costs, and expenses, including reasonable attorneys' fees, incurred in reviewing and processing post-closing requests of Grantor and Borrower. With respect to requests which involve purely administrative functions and which do



not affect any obligations under any of the Financing Documents, as defined in the Note Purchase Agreement, and/or any other instrument, agreement or undertaking now existing or hereafter executed by Grantor or Borrower relative to the loans evidenced by the Notes or the Property, such fees, costs, and expenses shall be limited to Beneficiary's normal and customary fees, costs, and expenses; all other requests shall not be limited.

**6.7 Reconveyance by Trustee.** At any time upon the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Deed of Trust, without affecting liability of any persons for the payment of the Obligations, Trustee may reconvey, without warranty, all or any part of the Property. Beneficiary shall have no obligation to reconvey the Property or any portion thereof or request a reconveyance thereof unless and until all outstanding obligations under the Obligations, including, without limitation the Notes have been fully paid and satisfied, whereupon, after receipt of Grantor's request therefor, Beneficiary shall request such reconveyance of the Property, and Trustee shall reconvey the Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts shall be conclusive proof of the truthfulness thereof.

**6.8 Substitute Trustee.** In the event of dissolution or resignation of the Trustee, or for any other reason, Beneficiary may substitute one or more trustees to execute the trust hereby created, and the new trustee(s) shall succeed to all the powers and duties of the prior trustee(s).

**6.9 No Partnership or Joint Venture.** Grantor acknowledges and agrees that in no event shall Beneficiary be deemed to be a partner or joint venturer with Grantor. Without limitation of the foregoing, Beneficiary shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Deed of Trust or pursuant to any other instrument or document securing any portion of the indebtedness secured hereby or on account of receiving any release fee for partial releases of this Deed of Trust, or otherwise.

**6.10 Successors in Interest.** This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors, and assigns. The term "Beneficiary" shall mean the holder and owner, including pledgees, of the Notes, whether or not named as Beneficiary herein and any owner or holder of the beneficiary interest under this Deed of Trust.

**6.11 Right to Release.** Without affecting the liability of any other person for the payment of any indebtedness herein mentioned (including Grantor should it convey the Property) and without affecting the lien or priority hereof upon any property not released, Beneficiary may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or any part of the Property, take or release any other security or make compositions or other arrangements with debtors. Beneficiary may also accept additional security, either concurrently herewith or hereafter, and sell same or otherwise realize thereon either before, concurrently with, or after sale hereunder.

**6.12 Marshalling of Assets.** To the extent allowed by applicable law, Grantor on its own behalf and on behalf of its successors and assigns hereby expressly waives all rights to

require a marshalling of assets by the Trustee or Beneficiary or to require Trustee or Beneficiary to first resort to the sale of any portion of the Property which might have been retained by Grantor before foreclosing upon and selling any other portion as may be conveyed by Grantor subject to this Deed of Trust.

**6.13 Expenses and Attorney Fees.** If Beneficiary refers any of the Obligations to an attorney for collection or seeks legal advice following a default; if Beneficiary is the prevailing party in any litigation instituted in connection with any of the Obligations; or if Beneficiary or any other person initiates any judicial or nonjudicial action, suit or proceeding in connection with any of the Obligations or the Property (including but not limited to proceedings under federal bankruptcy law, eminent domain, under probate proceedings or in connection with any state or federal tax lien), and an attorney is employed by Beneficiary to (a) appear in any such action, suit or proceeding, or (b) reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve or enforce Beneficiary's interests, then in any such event Grantor shall pay reasonable attorney fees, costs and expenses incurred by Beneficiary and/or its attorney in connection with the above mentioned events or any appeals related to such events, including but not limited to costs incurred in searching records, the cost of title reports and the cost of surveyors' reports. Such amounts shall be secured by this Deed of Trust and shall bear interest at the Default Rate, as defined in the Note Purchase Agreement, from the date Beneficiary's written demand for reimbursement to Grantor therefor is forwarded to Grantor; and all such sums and the interest thereon shall be immediately due and payable and be added to and become a part of the Obligations secured hereby in such manner or order as Beneficiary may desire or determine and be secured hereby, having the benefit of the lien hereby created and of its priority.

**6.14 Applicable Law.** The laws of the state in which the Property is located shall govern this Deed of Trust, without regard to conflicts of laws.

**6.15 Captions.** The captions to the sections and paragraphs of this Deed of Trust are included only for the convenience of the parties and shall not have the effect of defining, diminishing, or enlarging the rights of the parties or affecting the construction or interpretation of any portion of this Deed of Trust.

**6.16 "Person" Defined.** As used in this Deed of Trust, the word "person" shall mean any natural person, partnership, trust, corporation, or other legal entity of any nature.

**6.17 Severability.** If any provision of this Deed of Trust shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Deed of Trust, and such other provisions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

**6.18 Commercial Deed of Trust.** This Deed of Trust is a commercial trust deed and is not a residential trust deed, as the phrase "residential trust deed" is defined in ORS 86.705, and the provisions of ORS 86.705 through 86.795 applicable to the foreclosure of commercial trust deeds shall apply to this Deed of Trust at the option of Beneficiary.

**6.19 Commercial Purposes.** Grantor warrants that the loan is for commercial purposes and is not for residential, household, personal or consumer purposes.

6.20 **Multiple Originals.** This Deed of Trust is being executed in multiple originals in order to be recorded simultaneously in each of the counties where the Property is located. All such originals shall constitute one and the same Deed of Trust.

[Remainder of page left intentionally blank; signatures follow on next page]

09140

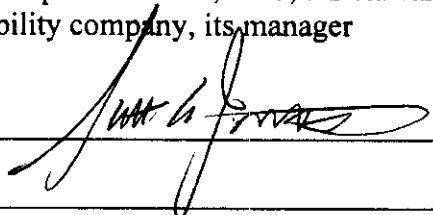
6.21 **Statutory Notice.** Under Oregon law, most agreements, promises and commitments made by us (Beneficiary) concerning loans and other credit extensions which are not for personal, family or household purposes or secured solely by the Borrower's residence must be in writing, express consideration and be signed by us to be enforceable.

Executed as of the date first above written.

**GRANTOR:**

Meriwether Southern Oregon Land & Timber LLC, a Delaware limited liability company, formerly known as Boise Southern Oregon Land & Timber, L.L.C.

By: Forest Capital Partners, LLC, a Delaware limited liability company, its manager

By: 

Its: \_\_\_\_\_

State of Illinois )  
 )ss.  
County of COOK )

I, DELORES MCDANIELS do hereby certify that on the 4<sup>th</sup> day of February, 2005, Scott R. Jones personally appeared before me and being first duly sworn by me acknowledged that he signed the foregoing document as managing director of Forest Capital Partners, LLC, manager of Meriwether Southern Oregon Land & Timber, L.L.C., a Delaware limited liability company, formerly known as Boise Southern Land & Timber, L.L.C., and declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Delores McDaniel  
Notary Public  
Print Name: DELORES MCDANIELS  
Notarial Commission/Bar No.: \_\_\_\_\_  
My Commission Expires: July 6, 2007  
[Affix Seal]



**SCHEDULE OF INFORMATION FOR NOTICES**

**JOHN HANCOCK LIFE INSURANCE COMPANY**

John Hancock Life Insurance Company  
John Hancock Place  
200 Clarendon Street  
P.O. Box 111  
Boston, MA 02117  
Attention: Bond and Corporate Finance Group T-57

with a copy to:

John Hancock Life Insurance Company  
Bond and Corporate Finance Group  
128 South Tryon Street, Suite 880  
Charlotte, NC 28202  
Attn: C. Whitney Hill

and:

John Hancock Life Insurance Company  
John Hancock Place  
200 Clarendon Street  
P.O. Box 111  
Boston, MA 02117  
Attention: Investment Law Division, T-30

## Exhibit "A"

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

The Southeast quarter of Section 18, Township 32 South, Range 1 West, W.M., Douglas County, Oregon.

The Northwest quarter of Section 18, Township 32 South, Range 1 West, W.M., Douglas County, Oregon.  
And all that part of the North half of the Southwest quarter of Section 18, Township 32 South, Range 1 West, W.M., Douglas County, Oregon, lying West and Westerly of the Tiller-Trail Highway, No. 227.

The East half of the Southwest quarter and Government Lots 3 and 4, Section 18, Township 32 South, Range 1 West, W.M., Douglas County, Oregon, excepting that portion of the Northeast quarter of the Southwest quarter and Government Lot 3 lying West of the Tiller-Trail Highway. Also excepting that portion conveyed to the State of Oregon by Recorder's No. 176377, records of Douglas County, Oregon.

The Southwest quarter of Section 6, Township 32 South, Range 1 West, W.M., Douglas County, Oregon. Excepting therefrom that portion lying within Tiller-Trail Highway No. 227.

Government Lots six (6), seven (7), ten (10) and eleven (11), Section 6, Township 32 South, Range 1 West, W.M., Douglas County, Oregon. Excepting therefrom that part conveyed to Douglas County, Oregon, by deed recorded in Volume 95, Page 116, records of Douglas County, Oregon. Also excepting therefrom that portion lying within Tiller-Trail Highway No. 227.

Government Lot 9; the Northeast quarter of the Southeast quarter; the Northwest quarter of the Southeast quarter; and the Southwest quarter of the Southeast quarter, Section 1, Township 32 South, Range 2 West, W.M., Douglas County, Oregon.

The Northeast quarter of Section 13, Township 32 South, Range 2 West, W.M., Douglas County, Oregon.

The West half of the Southwest quarter and the Northeast quarter of the Southwest quarter of Section 13, Township 32 South, Range 2 West, W.M., Douglas County, Oregon.

The Northwest quarter of the Northwest quarter of Section 24, Township 32 South, Range 2 West, W.M., Douglas County, Oregon.

The South half of the Southeast quarter of Section 11, Township 32 South, Range 2 West, W.M., Douglas County, Oregon.

The North half of the Northeast quarter, the Southeast quarter of the Northeast quarter, the East half of the Southeast quarter, and the Southwest quarter of the Southeast quarter of Section 14, Township 32 South, Range 2 West, W.M., Douglas County, Oregon.

The North half of Section 16, Township 31 South, Range 2 West, W.M., Douglas County, Oregon.

The Northwest quarter of Section 24, Township 31 South, Range 2 West, W.M., Douglas County, Oregon.

The East half of Section 26, Township 32 South, Range 4 West, W.M., Douglas County, Oregon.

The Northeast quarter and Government Lots 3, 5, 6 and 12 of Section 34, Township 32 South, Range 4 West, W.M., Douglas County, Oregon.

**Exhibit "A"**

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

The North half of the Northwest quarter (N 1/2, NW 1/4), Section 8, Township 22 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.

**EXHIBIT A  
LEGAL DESCRIPTION**

Parcel 1:  
All of Section 36, Township 33 South, Range 5 West of the Willamette Meridian, Josephine County,  
Oregon.  
33-05-00 TL 3000

Parcel 2:  
All of Section 12, Township 34 South, Range 5 West of the Willamette Meridian, Josephine County,  
Oregon.  
34-05-00 TL 2200

Parcel 3:  
The South half of the Southwest Quarter, and the West half of the Southeast Quarter in Section 12,  
Township 35 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon.  
Portion of 33-05-00 TL 3700

Parcel 4:  
The West half of the Northeast Quarter; the Southeast Quarter of the Northeast Quarter and the  
Northeast Quarter of the Northwest Quarter of Section 12, Township 36 South, Range 5 West of the  
Willamette Meridian, Josephine County, Oregon.  
36-05-12 TL 200

Parcel 5:  
The North half, and the East half of the Southeast Quarter and the North half of the Southwest Quarter  
of Section 12, Township 35 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon.  
Portion of 33-05-00 TL 3700

Parcel 6:  
The East half of the Northeast Quarter; the South half of the Southwest Quarter of the Southeast Quarter  
of Section 14, Township 37 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon.  
37-05-00 TL 1600

Parcel 7:  
The East half of the Southwest Quarter of Section 32, Township 37 South, Range 5 West of the  
Willamette Meridian, Josephine County, Oregon.  
37-05-32 L 1000

Parcel 8:  
Government Lots 1, 2 and 3, and the Northwest Quarter of the Northeast Quarter of Section 34,  
Township 37 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon.  
37-06-00 TL 3300

Parcel 9:  
Government Lots 3, 4 and 5, and the Southeast Quarter of the Northwest Quarter of Section 6, Township  
38 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon.  
38-05-00 TL 700

Parcel 10:  
The West half of Section 16, Township 39 South, Range 5 West of the Willamette Meridian, Josephine  
County, Oregon.



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39-05-00 TL 500

## Parcel 11:

Government Lots 2, 3 and 4; the Southwest Quarter of the Northeast Quarter; the South half of the Northwest Quarter; the West half of the Southeast Quarter; and the Southwest Quarter of Section 2, Township 39 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon.

39-06-00 TL 300

## Parcel 12:

The West half of the East half of Section 8, Township 39 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon.

39-06-00 TL 700

## Parcel 13:

All of Section 10, Township 39 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon.

39-06-00 TL 1000

## Parcel 14:

All of Section 16, Township 34 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon. LESS AND EXCEPT the Northeast Quarter of the Northeast Quarter of said Section 16.

34-05-00 TL 2900

## Parcel 15:

The Southeast Quarter of the Northeast Quarter and the East half of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter all in Section 26, Township 36 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon.

36-05-26 TL 200

## Parcel 16:

The East half of the West half of Section 28, Township 39 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon.

39-05-2600

## Parcel 17:

The West half of the Northeast Quarter; the North half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 26, Township 34 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon.

34-07-00 TL 5500

## Parcel 18:

The Southwest Quarter of Section 26, Township 34 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon.

34-07-00 TL 5300

## Parcel 19:

The East half of the Southeast Quarter of Section 26, Township 34 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon.

34-07-00 TL 5000

## Parcel 20:

All of Section 36, Township 34 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon.

34-07-00 TL 7600

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## Exhibit "A"

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

The SE 1/4 of Section 4, Township 38 South, Range 5 East of the Willamette Meridian, EXCEPTING therefrom that portion conveyed to the United States of America for road, by deed recorded October 15, 1962 in Volume 340 page 658, Deed records of Klamath County, Oregon.

The SE 1/4 SW 1/4 of Section 4, Township 38 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

The N 1/2 SW 1/4 and SW 1/4 SW 1/4 of Section 4, Township 38 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

SW 1/4 SE 1/4, E 1/2 SW 1/4, SE 1/4 NW 1/4 of Section 18, Township 38 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

Lots 3 and 4 (the N 1/2 NW 1/4), SE 1/4 NW 1/4, SW 1/4 NE 1/4, NE 1/4 SW 1/4, W 1/2 SE 1/4 and the SE 1/4 SE 1/4 of Section 6, Township 39 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Section 20: S 1/2 S 1/2  
Section 30: All  
Section 32: All  
Section 33: SE 1/4 SE 1/4  
Section 34: All

Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Section 3: NW 1/4 NW 1/4  
Section 4: S 1/2 NW 1/4, N 1/2 SW 1/4, SE 1/4  
Section 5: E 1/2 SW 1/4  
Section 6: All

Tax Parcel Number: 70988 and 70997 and 71004 and 71068 and 73869 and 73878 and 617997 and 617817 and 618013 and 78141 and 78178 and 78187 and 78196

09147

**DESCRIPTION SHEET**

The land referred to in this report/policy is situated in the State of Oregon, County of Jackson, and is described as follows:

All those parcels of land situated in Jackson County, Oregon described as follows:

**PARCEL 1:**

Township 31 South, Range 2 East, Willamette Meridian

Section. 13    N1/2

Section. 36    W1/2NW1/4; SE1/4NW1/4; W1/2SW1/4; SE1/4SW1/4; S1/2SE1/4

(Tax Lots 300 and 600)

**PARCEL 2:**

Township 31 South, Range 3 East, Willamette Meridian

Sec. 18        SE1/4NW1/4; Lots 2 & 3

Sec. 31        SW1/4NE1/4; SE1/4NW1/4

Sec. 33        S1/2NW1/4; NW1/4SW1/4

Sec. 35        S1/2N1/2

(Tax Lots 200, 300, 400 and 600)

**PARCEL 3:**

Township 32 South, Range 1 East, Willamette Meridian

Sec. 1        All

Sec. 2        SE1/4

Sec. 4        SE1/4SE1/4; W1/2SE1/4; SW1/4NE1/4; Lots 3 & 4; S1/2NW1/4; SW1/4

Sec. 6        All

**LEGAL DESCRIPTION CONTINUED...**

- Sec. 8      E1/2SW1/4; W1/2SE1/4  
             S1/2NE1/4; SE1/4NW1/4; NE1/4SE1/4
- Sec. 10     NE1/4  
             NW1/4  
             SW1/4
- Sec. 12     NW1/4  
             SE1/4  
             SW1/4
- Sec. 14     NW1/4  
             SW1/4
- Sec. 18     All
- Sec. 20     All
- Sec. 21     W1/2W1/2
- Sec. 22     That portion of the SESE of Section 22, Township 32 South, Range 1 East, in Jackson County, Oregon, lying Southeasterly of a road crossing said parcel, said road described as follows: Commencing at a point in the center of an existing road, said point being 411 feet West of the Section corner common to Sections 22, 23, 26, 27, T.32S., R.1E.; thence N50°E 80 ft., thence N78°E 140 ft., thence N67°E 140 ft., thence N63°E 99 ft. to a point 187 ft. North of Section corner common to Sections 22, 23, 26, 27 T.32S., R.1E.
- Sec. 23     SE1/4SW1/4; S1/2SW1/4SW1/4; NE1/4SW1/4SW1/4. EXCEPTING THEREFROM those portions described in Document No. 94-28767, Official Records of Jackson County, Oregon.

LEGAL DESCRIPTION CONTINUED...

Sec. 24 S1/2NW1/4; NE1/4NW1/4 EXCEPTING THEREFROM that portion described in Document No. 85-21609, Official Records of Jackson County, Oregon.

S1/2

Sec. 25 All

Sec. 26 N1/2; SW1/4

Sec. 27 E1/2SW1/4; NW1/4SE1/4 EXCEPT that property described in Document Number 74-08008, and except that portion described as beginning at the NW corner of the NE1/4SW1/4 Section 27, T. 32S., R.1E., Willamette Meridian, 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.

All that portion of the E1/4SW1/4SW1/4 Sec. 27, T32S., R1E., lying East of Elk Creek except public roads and easement, as recorded in Volume 319 Page 497, Jackson County, Oregon, Deed Records.

SW1/4NW1/4 Sec. 27, T32S, R1E. Except parcel described in Vol. 279, Pg 42. Also excepting right of way to Forest E. Meach described in Vol. 232 Pg 27. EXCEPTING THEREFROM those portion conveyed to Jackson County for road purposes by deed recorded as Document No. 98-19644, Official Records of Jackson County, Oregon.

Sec. 28 S1/2NW1/4; N1/2SW1/4

NE1/4; N1/2NW1/4; S1/2SW1/4 Except that property described in Doc. 74-08008, Official Records, Jackson County, Oregon; W1/2SE1/4. EXCEPT one square acre out of the NE corner of the NW1/4 of said SE1/4.

Sec. 30 NE1/4; SE1/4

Lots 1, 2 & 3; E1/2NW1/4; NE1/4SW1/4

Sec. 31 S1/2NE1/4; SE1/4NW1/4; E1/2SW1/4; SE1/4; Lots 1, 2 & 4

Sec. 32 NE1/4

SE1/4

**LEGAL DESCRIPTION CONTINUED...**

SW1/4

EXCEPT that property described in Document No. 74-08008, Official Records of Jackson County, Oregon.

Sec. 33 NW1/4SW1/4

Two parcels of land, each 100 feet in width, being 50 feet on each side of the following described centerlines across property in the SW1/4SW1/4 Sec. 33 T32S, R1E.

Parcel A: Beginning at a point on the line between the SW1/4SW1/4 and the NW1/4SW1/4 of Sec. 33, a distance of 316.5 feet Easterly of the S 1/16 corner between Sec. 32 and Sec. 33, to Sta. "A"; thence S 62° E 119.9 feet, to Sta. "B"; thence S 54° E 120.0 feet to Sta. "C"; thence S 15° E 57.0 feet to Sta. "D"; thence S 71/2° W 199.6 feet to Sta. "E"; thence S 9° W 200.0 feet to Sta. "F"; thence S 271/2° W 107.7 feet to Sta. "G"; thence S 471/2° W 131.5 feet to Sta. "H"; thence S 58° W 63.7 feet to Sta. "I"; thence S 36° W 94.7 feet to Sta. "J"; thence S 12° W 56.2 feet to Sta. "K"; thence S 551/4° E 164.7 feet to Sta. "L"; thence S 71° E 93.2 feet to Sta. "M"; thence East 78.4 feet to Sta. "N"; thence S 72° E 70.7 feet to Sta. "O"; thence S 61° E 107.2 feet to Sta. "P"; thence S 52° E 54.9 feet to Sta. "Q"; thence S 861/2° E 62.6 feet to Sta. "R"; thence N 871/2° E 62.8 feet to Sta. "S"; thence S 661/2° E 107.8 feet to Sta. "T"; thence S 67° E 53.8 feet to Sta. "U"; thence S 17° E 65.7 feet, more or less, to intersection with the centerline of the existing County Road, Sta. "V"; which point of intersection is 36.0 feet North, more or less, and 1050.0 feet East, more or less, from the SW corner of Sec. 33.

Parcel B: Beginning at a point 464.9 feet North of the SW corner along Section line of Section 33, thence East 104.7 feet, thence S 65° E 137.3 feet to Sta. "K" described in survey of Parcel "A" above.

EXCEPT that property described in Document No. 74-08008 Official Records of Jackson County, Oregon.

Sec. 34 All

EXCEPT that property described in Document No. 74-08008 Official Records of Jackson County, Oregon.

Sec. 36 All

LEGAL DESCRIPTION CONTINUED...

09151

(Tax Lots 100, 200, 300, 600, 800, 900, 1100, 1300, 2000, 2300, 2600, 2700, 3201, 3202, 3400, 4200, 4500, 4700, 5001, 5100, 5300, 5500, 5800 & 6000; 1000, 1200 & 1300 of Sec. 27; 1200 of Sec. 33)

**PARCEL 4:**

Township 32 South, Range 2 East, Willamette Meridian

- |        |   |
|--------|---|
| Sec. 1 | All. EXCEPT Lots 1 and 2                          |
| Sec. 2 | Lots 2 & 3; SE1/4NW1/4; SW1/4<br>Lot 1; S1/2NE1/4 |
| Sec. 3 | E1/2SE1/4<br>S1/2NW1/4; W1/2SW1/4                 |
| Sec. 4 | All   |
| Sec. 5 | All   |
| Sec. 6 | All. EXCEPT the NE1/4NE1/4                        |
| Sec. 7 | All. EXCEPTING Government Lot 4                   |
| Sec. 8 | NE1/4SW1/4; S1/2SW1/4; N1/2NW1/4                  |

**LEGAL DESCRIPTION CONTINUED...**

09152

- SW1/4NW1/4; NW1/4SW1/4; S1/2SE1/4; NE1/4SE1/4  
NE1/4NE1/4; S1/2NE1/4; NW1/4SE1/4
- Sec. 9      S1/2SE1/4; NW1/4SE1/4; SE1/4SW1/4  
Lot 1; NE1/4NW1/4  
SE1/4NW1/4; NE1/4SW1/4; Lots 2 & 3  
Lot 4  
N1/2NE1/4; SE1/4NE1/4; NE1/4SE1/4
- Sec. 10      All
- Sec. 11      N1/2NW1/4  
W1/2SW1/4; SW1/4NW1/4
- Sec. 12      N1/2  
E1/2SE1/4; SW1/4SE1/4  
NW1/4SE1/4
- Sec. 13      E1/2NE1/4; SW1/4NE1/4; N1/2SE1/4  
NW1/4NE1/4; NW1/4; N1/2SW1/4
- Sec. 14      S1/2NW1/4; NW1/4SW1/4
- Sec. 15      W1/2NE1/4; NW1/4SE1/4; N1/2NW1/4; S1/2SW1/4; NE1/4SW1/4;  
SW1/4SE1/4  
SE1/4NE1/4  
S1/2NW1/4; NW1/4SW1/4

LEGAL DESCRIPTION CONTINUED...



Sec. 16 N1/2; SE1/4; E1/2SW1/4; SW1/4SW1/4

Sec. 17 NW1/4NW1/4

NE1/4NW1/4; NW1/4NE1/4; S1/2NE1/4

SE1/4NW1/4; SW1/4NW1/4; NW1/4SW1/4; SW1/4SW1/4. EXCEPTING THEREFROM: Beginning at the Section corner common to Sections 17, 18, 19 and 20 all in Township 32 South, Range 2 East; thence North along the Section line common to Sections 17 and 18 805.5 feet more or less to a point on the centerline of the County Road; thence along said center line S54° E 307.5 feet, S35° E 199.6, S43° E 199.6 feet, S46° E 199.6 feet, S47° E 199.6 feet, S70° E 211.4 feet to a point on the Section line common to Sections 17 and 20; thence West along said Section line 996.9 feet more or less to the point of beginning. ALSO EXCEPTING THEREFROM the NW1/4 SW1/4 SW1/4 SW1/4.

Sec. 18 Lots 1, 2, 3 & 4; E1/2SW1/4; E1/2NW1/4. EXCEPTING 7.86 acres described in Documents No. 66-05429 Official Records or Jackson County, Oregon.

SE 1/4; W1/2NE1/4

Sec. 20 N1/2NE1/4; SW1/4NE1/4; SE1/4NW1/4

SW1/4

Sec. 21 Lot 7; SE1/4SW1/4

NE1/4NW1/4; Lots 1, 2 & 4

Sec. 22 Lot 4

Sec. 25 N1/2SW1/4; Lots 1, 2, 3 & 4; NW1/4SE1/4

SW1/4NE1/4

N1/2NE1/4; SE1/4NE1/4; NE1/4SE1/4

Sec. 27 NW1/4NE1/4; N1/2NW1/4

LEGAL DESCRIPTION CONTINUED...

09154

S1/2NW1/4

S1/2NE1/4; SW1/4 EXCEPTING THEREFROM that portion conveyed to Jackson County for road purposes recorded as Document No. 88-04902, Official Records of Jackson County, Oregon; NE1/4SE1/4

Sec. 28 N1/2NE1/4

SE1/4NE1/4; NW1/4SW1/4

SE1/4SE1/4; NW1/4

Sec. 29 S1/2SE1/4

Sec. 30 E1/2NW1/4; Lots 1 & 2

SE1/4

SW1/4

Sec. 32 S1/2NE1/4

N1/2SE1/4

SW1/4

Sec. 34 S1/2NE1/4; NW1/4; SW1/4; W1/2SE1/4

Sec. 35 NW1/4NE1/4; W1/2SE1/4; E1/2NW1/4; NE1/4SW1/4

E1/2E1/2; SW1/4NE1/4

W1/2NW1/4; NW1/4SW1/4

Sec. 36 N1/2NE1/4; SE1/4NE1/4; NW1/4; N1/2SW1/4; SE1/4SW1/4; W1/2SE1/4; SW1/4SW1/4; SW1/4NE1/4

(Tax Lots 200, 300, 400, 500, 1000, 1100, 1200, 1400 through 2000, 2200, 2400, 2500, 2700, 2800, 3100, 3300 through 3600, 3900, 4000, 4200, 4300, 5100, 5700, 6000, 6200, 6300, 6700, 6900, 7100, 7300, 7500, 7700, 8300, 8600, 9000 & 9400; 200, 300 & 400 of Sec. 17)

**LEGAL DESCRIPTION CONTINUED...**

09155

PARCEL 5:

Township 32 South, Range 3 East, Willamette Meridian

Sec. 2	W1/2; W1/2NE1/4
Sec. 3	All
Sec. 5	SW1/4NW1/4
Sec. 7	NE1/4NE1/4 NW1/4NE1/4; NE1/4NW1/4
Sec. 8	W1/2NW1/4; SE1/4NW1/4
Sec. 9	NE 1/4
Sec. 10	All
Sec. 11	All
Sec. 12	S1/2
Sec. 13	All
Sec. 14	N1/2; N1/2S1/2; SW1/4SE1/4 SE1/4SE1/4 SW1/4SW1/4; SE1/4SW1/4, Except the East 220 feet

A portion of Sec. 14 beginning at a point on the North and South centerline of Sec. 14, T32S, R3E, which point is 880.0 feet N of S quarter corner of the Section (and being the NE corner of tract described in Volume 346 Page 35 of Deed Records of Jackson County, Ore.); thence North 220.0 feet to the SE corner of tract described in Volume 552 Page 117 Deed Records; thence West, along the South line of the tract, 220.0 feet; thence South 220.0 feet to the NW corner of the tract described in Volume 346 Page 35 Deed Records; thence East, along the North line of tract, 220.0 feet to the point of beginning.

**LEGAL DESCRIPTION CONTINUED...**

09156

- Sec. 15 All. EXCEPTING portion described in Volume 396, Page 85 Deed Records, Jackson County, Oregon.
- Sec. 18 Lots 1, 2; SE1/4NW1/4
- Sec. 22 All
- Sec. 23 All
- Sec. 24 All
- Sec. 25 All
- Sec. 26 All
- Sec. 27 NE1/4; N1/2NW1/4; W1/2SW1/4NW1/4; NE1/4SE1/4; N1/2NW1/4SE1/4  
That portion of SE1/4SE1/4; SW1/4SE1/4; NW1/4SE1/4, described in Volume 531 Page 204-18 Deed Records, Jackson County, Oregon.
- Sec. 28 NE1/4SE1/4. EXCEPT 2A described in Volume 485, Page 397 Deed Records, Exceptions stated in Volume 458, Page 198-200 Deed Records and EXCEPT that property described in Document Nos. 70-05465 and 68-05555, Official Records of Jackson County, Oregon.  
That portion of NW1/4SE1/4; N1/2SW1/4, described in Volume 531 Pages 204-18 Deed Records, Jackson County, Oregon.  
SW1/4NE1/4; SE1/4NW1/4
- Sec. 29 That portion of NE1/4SE1/4; SW1/4NE1/4; S1/2NW1/4, described in Volume 531 Pages 204-18, Deed Records Jackson County, Oregon.
- Sec. 30 Lots 1, 2 & 3  
That portion of NE1/4SE1/4; S1/2SE1/4, described in Volume 531, Pages 204-18, Deed Records Jackson County, Oregon.  
NW1/4SE1/4

LEGAL DESCRIPTION CONTINUED...

Lot 4; E1/2SW1/4

Sec. 31 All. EXCEPT portions described in Volume 531 Page 204-18, Volume 542, Page 175-6, Volume 560 Page 81-84, and Volume 601 Page 300-01, Deed Records Jackson County, Oregon.

Sec. 32 E1/2NE1/4; S1/2NW1/4NE1/4; SW1/4NE1/4; SE1/4NE1/4NW1/4; W1/2NE1/4NW1/4; SE1/4NW1/4; E1/2SW1/4; SE1/4. EXCEPTING that portion described in Volume 186 Page 500; Volume 298, Page 460; Volume 354, Page 442; Volume 358 Page 301 and Volume 514 Page 99, Deed Records Jackson County, Oregon.

NE1/4NE1/4NE1/4. EXCEPTING portions described in Volume 354, Page 436, and that portion commencing at Section corner common to Sections 28, 29, 32, 33; thence South along section line 10.17 chains to point of beginning; thence West 5.02 chains thence North 5.00 chains thence East 5.02 chains; thence South 5.00 chains, to point of beginning, EXCEPT that property described in Document No. 70-05465 Official Records of Jackson County, Oregon.

NW1/4NE1/4NE1/4 Section 32, T32S, R3E. EXCEPTING two different lots described in Volume 354, Page 437-9 Deed Records, Jackson County, Oregon and that portion described in Volume 577 Page 213-15 and Volume 560 Page 334-38, said Deed Records except that property described in Document No. 70-05465 Official Records of Jackson County, Oregon.

That portion of W1/2 W1/2 described in Vol. 531 Pg 204-18. EXCEPTING 24.23 acres described in Volume 577 Page 213-15 Deed Records, Jackson County, Oregon, a distance of .43 acres described in Volume 593 Page 52, said Deed Records and except that property described in Document No. 70-05465 Official Records of Jackson County, Oregon.

A 1 acre tract described in Volume 354 Page 436, Deed Records Jackson County, Oregon.

Also EXCEPTING a parcel of land, described as follows: Commencing at the Northeast corner of Section 32; thence S89° 19' 30"W along the sectional line 1325.29 feet; thence S0° 10'15"E along the quarter-quarter line, for 665.82 feet to the point of beginning, also being the C-N-NE1/64 corner; thence S0° 10'15"E for 100.00 feet; thence S89° 28'06"W for 160.00 feet; thence N0° 10' 15"W for 100.00 feet; thence N89° 28' 04"E for 160.00 feet, to the point of beginning.

LEGAL DESCRIPTION CONTINUED...

09158

Sec. 33      W1/2; W1/2NW1/4SE1/4; SE1/4NW1/4SE1/4; S1/2NE1/4SE1/4; S1/2SE1/4.  
EXCEPTING portions described in Vol 295 Pg 137, Vol 309 Pg 32, Vol 314 Pg  
466, Vol 329 Pg 491, Vol 335 Pg 484, Vol 341 Pg 365 ALSO EXCEPTING that  
property described in Document No. 72-07169, Official Records of Jackson  
County, Oregon.

Sec. 34      E1/2E1/2; E1/2NW1/4NE1/4; SW1/4NW1/4NE1/4; SW1/4NE1/4; S1/2SW1/4.  
EXCEPTING that portion described in Volume 329 Page 491, Deed Records  
Jackson County, Oregon.

That portion of W1/2SE1/4; N1/2SW1/4; SE1/4NW1/4 described in Volume 531  
Page 204-18, Deed Records Jackson County, Oregon.

Sec. 35      All

Sec. 36      All, Less a strip in SE1/4SE1/4 described in Volume 147 Page 309-15, Deed  
Records Jackson County, Oregon.

(Tax Lots 200 Sec. 2; 100 Sec. 3; 200 Sec. 5; 100 & 200 Sec. 7; 200 & 300 Sec. 8; 100 Sec. 9;  
100 Sec. 10; 100 Sec. 11; 200 Sec. 12; 100 & 200 Sec. 13; 100 & 302 Sec. 14; 100 Sec. 15; 200  
Sec. 18; 100 Sec. 22; 100 Sec. 23; 100 Sec. 24; 100 Sec. 25; 100 Sec. 26; 100 Sec. 27; 200 Sec.  
28; 200 Sec. 29; 101 & 400 Sec. 30; 100 Sec. 31; 100, 700, 1600 & 1900 Sec. 32; 1600 & 1900  
Sec. 33; 100, 700 & 800 Sec. 34; 100 & 200 Sec. 35; 100 Sec. 36)

PARCEL 6:

Township 32 South, Range 4 East, Willamette Meridian

Sec. 19      SE1/4SW1/4

Sec. 20      SE1/4SE1/4

Sec. 21      SW1/4SW1/4

Sec. 28      W1/2NW1/4

Sec. 29      SW1/4NE1/4; SE1/4NW1/4; W1/2SE1/4

LEGAL DESCRIPTION CONTINUED...

09159

Sec. 30      E1/2NE1/4; SW1/4NE1/4; N1/2SE1/4; SW1/4SE1/4  
NW1/4NE1/4; E1/2NW1/4; E1/2SW1/4

Sec. 32      E1/2NE1/4

Sec. 33      W1/2NW1/2

(Tax Lots 200 through 600)

PARCEL 7:

Township 32 South, Range 1 West, Willamette Meridian

Sec. 12      E1/2

Sec. 14      E1/2SE1/4

Sec. 20      NW1/4

Sec. 24      NE1/4; N1/2SE1/4; SE1/4SE1/4  
NW1/4

Sec. 26      NE1/4  
NW1/4  
SW1/4

Sec. 36      All

(Tax Lots 200 & 400 through 800)

PARCEL 8:

Township 32 South, Range 2 West, Willamette Meridian

Sec. 36      All. EXCEPTING that portion described in Document No. 76-00170, Official  
Records of Jackson County, Oregon.

(Tax Lot 700)

**LEGAL DESCRIPTION CONTINUED...**

09160

PARCEL 9:

Township 32 South, Range 4 West, Willamette Meridian

Sec. 36      N1/2 & Lots 1-8

(Tax Lot 100)

PARCEL 10:

Township 33 South, Range 1 East, Willamette Meridian

Sec. 2      Lots 1, 2, 3 & 4; S1/2SW1/4

S1/2N1/2; N1/2S1/2; S1/2SE1/4

Sec. 3      E1/2NW1/4; W1/2NE1/4

Sec. 4      SW1/4SE1/4; E1/2SE1/4SW1/4

Sec. 5      NW1/4NE1/4

Sec. 6      N1/2SE1/4; SE1/4SE1/4

S1/2NE1/4

Lots 1, 2, 3, 4, 5, 6 & 7; SE1/4SW1/4;  
SE1/4NW1/4; SW1/4SE1/4

Sec. 7      NW1/4SW1/4

W1/2NE1/4

Govt. Lot No. 1; NE1/4NW1/4

Sec. 8      E1/2NW1/4; SW1/4NW1/4; SW1/4; W1/2NE1/4 Except that property described  
in Document No. 74-08008, Official Records of Jackson County, Oregon.

Sec. 10      SW1/4NE1/4; NW1/4SE1/4; S1/2SE1/4

**LEGAL DESCRIPTION CONTINUED...**



N1/2NE1/4; SE1/4NE1/4; NE1/4SE1/4 EXCEPT that property described in Document No. 72-10617 Official Records of Jackson County, Oregon.

Sec. 12 W1/2W1/2 EXCEPT that property described in Document No. 72-10617, Official Records of Jackson County, Oregon.

Sec. 14 NW1/4NW1/4 EXCEPT that property described in Document No. 72-10617, Official Records of Jackson County, Oregon.

Sec. 16 E1/2; S1/2SW1/4 EXCEPT that property described in Document Nos. 72-10617 and 74-08008, Official Records of Jackson County, Oregon.

Sec. 17 NE1/4NW1/4; S1/2NW1/4; SW1/4NE1/4. EXCEPTING a portion described in Volume 427 Page 209-11 Deed Records Jackson County, Oregon.

A portion beginning at NE corner of SW1/4NE1/4 Sec. 17, T33S, R1E, thence S 340 feet thence W 115 feet thence NW 392 feet more or less to a point which is 300 feet W of point of beginning thence E 300 feet to point of beginning. 1.6 acres more or less except that property described in Document No. 74-08008, Official Records of Jackson County, Oregon.

Sec. 18 SW1/4NE1/4; N1/2SW1/4; NW1/4SE1/4 EXCEPT that property described in Document No. 74-08008, Official Records of Jackson County, Oregon.

Sec. 22 SW1/4NE1/4; NE1/4SW1/4; W1/2SE1/4  
NW1/4; N1/2NE1/4; SE1/4NE1/4; NW1/4SW1/4

Sec. 28 E1/2NW1/4; SW1/4NW1/4; NE1/4SW1/4

SW1/4NE1/4; W1/2SE1/4; SE1/4SW1/4 Sec. 28 T33S, R1E subject to strip 10 feet wide to Oregon State Highway Commission described in Volume 213 Page 262 and Volume 223 Page 55, Deed Records Jackson County, Oregon.

(Tax Lots 200, 300, 701, 900, 1400, 1600, 1700, 1800, 2300, 2500, 2800, 3100, 3600, 4400, 5200 & 8200)

LEGAL DESCRIPTION CONTINUED...

## PARCEL 11:

Township 33 South, Range 2 East, Willamette Meridian

Sec. 1 A parcel of land situated in Government Lots 2, 3 and 4 of Section 1, Township 33 South, Range 2 East of the Willamette Meridian in Jackson County, Oregon, more particularly described as follows:

Government Lots 3 and 4 of Section 1, Township 33 South, Range 2 East of the Willamette Meridian in Jackson County, Oregon.

TOGETHER WITH that portion of Government Lot 2 of said Section 1 described as follows:

Beginning at the North 1/4 corner of said Section 1, said corner being monumented with a Jackson County Surveyor's monument and being the true point of beginning of this description; thence South 89° 40' 04" East along the Northerly line of said Section, 704.34 feet (deed record South 89° 37' East 704.5 feet) to a 1 inch iron pipe, marked "Prop Cor #2"; thence South 0° 21' 23" East 192.78 feet (deed record South 0° 30' West 200.0 feet) to a 1 inch iron pipe, marked "Prop Cor #3"; thence South 58° 31' 34" West 56.08 feet (deed record South 60° 00' West 56.00 feet) to a 1 inch iron pipe, marked "Prop Cor #4"; thence South 0° 08' 13" East 781.25 feet (deed record South 0° 30' West 781.0 feet) to the Southeast corner of property described in deed recorded in Volume 373, Page 177, Jackson County, Oregon, Deed Records, said corner being monumented with a 1 inch iron pipe marked "Prop Cor #5", said corner hereinafter referred to as POINT "A"; thence North 85° 16' 57" West 660.67 feet to a 4 1/2 inch steel fence post marked "Prop Cor #6", said fence post being on the North-South centerline of said Section 1; thence Northerly along said centerline 953 feet to the true point of beginning.

Sec. 2 Lot 1

N1/2SE1/4SW1/4; a parcel in the S1/2SE1/4SW1/4, described in Volume 392, Page 113-14 Deed Records of Jackson County, Oregon.

NW1/4NE1/4; S1/2NE1/4; N1/2SE1/4; NW1/4; N1/2SW1/4; SW1/4SW1/4

## LEGAL DESCRIPTION CONTINUED...

Sec. 3 A parcel beginning 200.0 feet E of center of Sec. 3, T33S R2E; thence North

09163

526.0 feet; thence E 1656.0 feet; thence S 526.0 feet to South line of NE1/4 of said Sec. 3; thence W to point of beginning.

Lots 3 and 4; S1/2NW1/4

Lots 1 & 2; S1/2NE1/4. EXCEPTING a portion beginning at Ctr Sec 3; thence N along W line of NE1/4 a distance of 850.0 feet thence E 200.0 feet; thence S 850.0 feet to South line NE1/4; thence W along S line 200.0 feet to point of beginning; and portion beginning at point. 200.0 feet E of center of Sec 3; thence N 526.0 feet; thence E 1656.0 feet; thence S 526.0 feet; thence 1656.0 feet to point. of beginning; and commencing at the center Quarter corner of Section 3, Township 33 South, Range 2 East, Willamette Meridian in Jackson County, Oregon, said point being a lead filled two-inch pipe reducer; thence North 00° 29' 00" East, 138 feet to a 5/8 inch iron pin; thence East 200 feet to a 5/8 inch iron pin; thence North 0° 29' 00" East, 392 feet to a 5/8 inch iron pin, the true point of beginning; thence North 48° 49' 04" East, 133.86 feet to a 5/8 inch iron in; thence North 00° 29' 00" East, 231.86 feet to a 5/8 inch iron pin; thence South 90° 00' 00" West 100 feet to the East line of property described in Document No. 91-12903 Official Records of Jackson County, Oregon; thence South 00° 29' 00" West along said East line of property described in Document No. 91-12903, Official Records of Jackson County, Oregon, 320 feet, more or less, to a 5/8 inch iron pin, the point of beginning. N1/2SE1/4SW1/4; Beginning at the center Quarter corner of Section 3, Township 33 South, Range 2 East, Willamette Meridian in Jackson County, Oregon, said point being a lead filled two-inch pipe reducer; thence North 00° 29' 00" East, 138 feet to a 5/8 inch iron pin; thence East 200 feet to a 5/8 inch iron pin; thence South 00° 29' 00" West 138 feet to the South line of the Southwest Quarter of the Northeast Quarter of said Section 3; thence West along the South line of the said Southwest Quarter of the Northeast Quarter of Section 3, a distance of 200 feet to the point of beginning.

Sec. 4      Lot 3; SE1/4NW1/4; NE1/4SW1/4; SW1/4NE1/4

SW1/4SW1/4; NW1/4SE1/4

Sec. 6      Lots 2 & 3

SW1/4NE1/4; W1/2SE1/4; SE1/4SW1/4

Sec. 8      NE1/4

**LEGAL DESCRIPTION CONTINUED...**

- Sec. 9      W1/2NW1/4; SE1/4NW1/4; W1/2NE1/4; NE1/4SW1/4
- Sec. 10      That portion of SE1/4 described in Volume 531 Page 204-18 Jackson County, Oregon Deed Records.
- That portion of SW1/4 described in Volume 531 Page 204-18 Jackson County, Oregon, Deed Records.
- NW1/4NW1/4
- Sec. 12      That portion of NW1/4NE1/4 described in Volume 531 Page 204-18, Jackson County, Oregon Deed Records.
- That portion of N1/2NW1/4 described in Volume 531, Page 204-18, Jackson County, Oregon, Deed Records.
- E1/2NE1/4; SW1/4NE1/4; SE1/4NW1/4
- Sec. 16      NW1/4NW1/4. EXCEPT 3.01 acres as deeded in Volume 477 Page 447; Volume 487, Page 403 and Volume 505 Page 208 Jackson County, Oregon, Deed Records.
- Sec. 18      NE1/4
- (Tax Lots 200, 500 & 600 Sec. 1; 100, 200 & 300 Sec. 2; 100, 201, 300 & 600 Sec. 3; 200, 401 & 600 Sec. 4; 200 & 400 Sec. 6; 100 Sec. 8; 200 Sec. 9; 700 & 3400 Sec. 10; 100 & 200 Sec. 12; 400 Sec. 16; 100 Sec. 18)

PARCEL 12:

Township 33 South, Range 3 East, Willamette Meridian

- Sec. 1      Lots 2, 3 & 4; SW1/4NE1/4; SE1/4NW1/4; NE1/4SW1/4; less portion deeded to COPCO in Volume 147 Page 309-15 Jackson County, Oregon, Deed Records.
- That portion of NE1/4NE1/4 described in Volume 531 Page 204-18, Jackson County, Oregon Deed Records.
- That portion of SW1/4NW1/4 described in Volume 531, Page 204-18, Jackson County, Oregon, Deed Records.

LEGAL DESCRIPTION CONTINUED...

NE1/4SE1/4 & all that portion of the SE1/4NE1/4 lying S of the Middle Fork of Rogue River.

Sec. 2 All. EXCEPT a right of way recorded in Vol 147, Pg 309-15, Deed Records, Jackson County, Oregon. EXCEPTING portions described in Volume 222 Page 367 and Volume 329 Page 491-5, Deed Records, Jackson County, Oregon and Document No. 66-04549 Official Records of Jackson County, Oregon.

Sec. 3 All. EXCEPT a right of way in Volume 147, Page 309-15 Deed Records, Jackson County, Oregon. EXCEPTING portions described in Volume 329 Page 491-5 and Document No. 66-04549 except that property described in Document No. 72-12758 Official Records of Jackson County, Oregon.

That portion of NW1/4NE1/4 described in Volume 531 Page 204-18, Jackson County, Oregon, Deed Records.

Sec. 4 Government Lot 1; S1/2NE1/4; SE1/4NW1/4

Lot 2, 3 & 4; SW1/4NW1/4; S1/2

Sec. 5 All

Sec. 6 That portion of NW1/4NE1/4 described in Volume 531 Page 204-18, Jackson County, Oregon, Deed Records.

E1/2E1/2; SW1/4NE1/4; NE1/4SW1/4; NW1/4SE1/4

Government Lot 7, SE1/4SW1/4; SW1/4SE1/4

That portion of NE1/4NW1/4; SE1/4NW1/4 described in Volume. 531 Page 204-18, Jackson County, Oregon, Deed Records.

That portion of NW1/4SW1/4 described in Volume 531 Page 204-18, Jackson County, Oregon, Deed Records.

Sec. 7 NE1/4NW1/4; S1/2NW1/4; NW1/4NE1/4; S1/2NE1/4

NE1/4NE1/4; Lot 1; That portion of NE1/4SW1/4 lying N. of South Fork of Rogue River; that portion of NW1/4SE1/4 lying N. of South Fork Rogue River.

**LEGAL DESCRIPTION CONTINUED...**

That portion of NE1/4SE1/4 lying north of the middle fork of Rogue River.

- Sec. 8 All. EXCEPTING that portion lying south of centerline of the middle fork of the Rogue River.
- Sec. 9 NE1/4; that portion of NE1/4NW1/4 lying N. of S. Fork; that portion of NW1/4NW1/4 lying N. of S. Fork; that portion of SW1/4NW1/4 lying NW of S. Fork; that portion of SE1/4NW1/4 lying NE of S. Fork; that portion of NE1/4SW1/4 lying N. of S. Fork; E1/2SE1/4; that portion of NW1/4SE1/4 lying NE of S. Fork; that portion of SW1/4SE1/4 lying NE of S. Fork.
- Sec. 10 All. EXCEPTING that portion described in Volume 329 Page 491-5 Jackson County, Oregon, Deed Records.
- Sec. 11 W1/2NE1/4; NW1/4; SW1/4SW1/4; N1/2SW1/4; that portion of SE1/4SW1/4 lying N. of S. Fork; that portion of NE1/4SE1/4 lying N. of S. Fork; NW1/4SE1/4; that portion of SW1/4SE1/4 lying N. of S. Fork; that portion of SE1/4SE1/4 lying N. of S. Fork.
- That portion of E1/2NE1/4 described in Volume 531 Page 204-18, Jackson County, Oregon, Deed Records.
- Sec. 12 N1/2NE1/4; SE1/4NE1/4; NE1/4NW1/4; that portion of NE1/4SW1/4 lying N. of S. Fork; that portion of NW1/4 SW1/4 lying N. of S. Fork of Rogue River.
- That portion of N1/2SE1/4; SW1/4NE1/4; S1/2NW1/4 described in Volume 531, Page 204-18, Jackson County, Oregon, Deed Records.
- That portion of NW1/4NW1/4 described in Volume 531 Page 204-18, Jackson County, Oregon, Deed Records
- Sec. 14 That portion of NE1/4NW1/4 lying NW of S. Fork; that portion of NW1/4NW1/4 lying N. of S. Fork.
- Sec. 15 That portion of NE1/4NE1/4 lying N. of S. Fork; that portion of NW1/4NE1/4 lying N. of S. Fork; N1/2NW1/4; that portion of SW1/4NW1/4 lying N of S Fork; that portion of SE1/4NW1/4 lying N of S Fork. EXCEPTING a portion described in Volume 329, Page 491-5, Jackson County, Oregon, Deed Records.

**LEGAL DESCRIPTION CONTINUED...**

09167

Sec. 16      NE1/4NE1/4; that portion of NW1/4NE1/4 lying NE of S. Fork; that portion of SW1/4NE1/4 lying NE of S. Fork; that portion of SE1/4NE1/4 lying NW of S. Fork.

(Tax Lots 100, 700, 1300, 1500, 1600, 1700, 2300, 2400& 2600; 100 Sec. 1; 100 Sec. 2; 100 Sec. 3; 100 Sec. 12)

PARCEL 13:

Township 33 South, Range 4 East, Willamette Meridian

Sec. 16      All

(Tax Lot 300)

PARCEL 14:

Township 33 South, Range 1 West, Willamette Meridian

Sec. 6      W1/2;N1/2NE1/4;W1/2SW1/4NE1/4;  
NW1/4SE1/4;S1/2SE1/4. EXCEPTING THEREFROM land conveyed to the State of Oregon, by and through its State Highway Commission, by deeds recorded in Volume 203, Page 536; Volume 210, Page 526; Volume 215, Page 564 and Volume 218, Page 611, Jackson County, Oregon, Deed Records and as Document No. 85-13390, Official Records of Jackson County, Oregon.

Sec. 8      NW1/4. EXCEPTING THEREFROM land conveyed to the State of Oregon, by and through its State Highway Commission, by deed recorded in Volume 210, Page 526, Jackson County, Oregon, Deed Records.

Sec. 16      N1/2;SE1/4;N1/2SW1/4;SE1/4SW1/4

(Tax Lots 1200 & 1600; 600 of Sec. 8)

LEGAL DESCRIPTION CONTINUED...

09168

PARCEL 15:

Township 33 South, Range 2 West, Willamette Meridian

Sec. 1	Lots 1, 2, 7 through 10
Sec. 2	All
Sec. 4	All
Sec. 10	All
Sec. 11	All
Sec. 12	All. Except Lot 16
Sec. 13	All
Sec. 14	All
Sec. 16	SE1/4SE1/4
Sec. 20	NW1/4
Sec. 21	SE1/4; E1/2NE1/4. EXCEPTING THEREFROM All minerals, including oil, gas and coal as set forth in Volume 396, Page 105, Jackson County, Oregon, Deed Records.
Sec. 22	S1/2NW1/4; SW1/4; E1/2
Sec. 24	All
Sec. 26	NE1/4; E1/2NW1/4; SE1/4SW1/4; E1/2SE1/4; SW1/4SE1/4

LEGAL DESCRIPTION CONTINUED...



09169

Sec. 27      NW1/4; SE1/4SW1/4SW1/4; NW1/4SW1/4; N1/2SW1/4SW1/4;  
SW1/4SW1/4SW1/4; SE1/4. EXCEPTING THEREFROM the following  
described Parcel: Beginning at the Southeast corner of said Section 27; thence N  
3° 40' W along the Section line 1337.25 feet to the South 1/16 corner common to  
Sections 27 and 26; thence S 84° 01' W parallel to the South line of Section 27,  
1290.25 feet; thence S 3° 40' E parallel to the East line of Section 27, a distance  
of 1337.25 feet to the East 1/16 corner common to Sections 27 and 34; thence N  
84° 01' E along the Section line, 1290.25 feet to the point of beginning.

ALSO EXCEPTING from said NW1/4 all minerals, including oil, gas and coal  
as set forth in Volume 396, Page 105, Jackson County, Oregon, Deed Records.

Sec. 28      N1/2NE1/4; SE1/4NE1/4; NE1/4NW1/4

Sec. 33      N1/2N1/2; SE1/4NE1/4; E1/2SE1/4; SW1/4SE1/4

Sec. 35      SW1/4SW1/4

Sec. 36      All

(Tax Lots 100, 300, 500, 600, 1400 through 1700, 1900, 2000, 2300, 2800, 3300, 3500, 3700,  
3800, 3900, 4300, 4500, 4801, 5000, 5200, 5300, 5400, 7700, 7900 & 800; 100 & 600 of Sec.  
33)

PARCEL 16:

Township 33 South, Range 3 West, Willamette Meridian

Sec. 18      NE1/4

(Tax Lot 1700)

PARCEL 17:

Township 33 South, Range 4 West, Willamette Meridian

Sec. 2      All

Sec. 4      S1/2

LEGAL DESCRIPTION CONTINUED...

09170

Sec. 10 All  
Sec. 14 N1/2; SW1/4  
Sec. 15 W1/2NW1/4  
Sec. 16 All  
Sec. 18 S1/2NE1/4; E1/2SE1/4; Lots 3 & 4; E1/2SW1/4; W1/2SE1/4  
Sec. 20 All  
Sec. 21 S1/2SW1/4; SW1/4SE1/4; N1/2N1/2NE1/4SE1/4  
Sec. 22 NE1/4; NE1/4SE1/4; W1/2  
Sec. 28 SE1/4NW1/4; E1/2SW1/4; SW1/4of SW1/4; E1/2  
Sec. 29 NE1/4; W1/2SE1/4; NE1/4SE1/4; E1/2SE1/4SE1/4; SE1/4SW1/4  
Sec. 30 Lot 4; E1/2; SE1/4NW1/4; SE1/4SW1/4; Lot 1; NE1/4NW1/4  
Sec. 32 NW1/4NW1/4; S1/2NW1/4; NE1/4NE1/4; S1/2NE1/4; SE1/4SW1/4; SE1/4  
Sec. 34 SW1/4; SE1/4

(Tax Lots 200, 300, 600, 1200 through 1500, 2100, 2201, 2300, 2400, 2500, 2800, 3000, 3200, 3300, 3500, 3800, 4301, 4400, 4500, 4600, 4900, 5200, 5300, 5800, 6300, 6400, 6700 & 6800)

PARCEL 18:

Township 34 South, Range 1 East, Willamette Meridian

Sec. 4 N1/2NW1/4; SE1/4NW1/4; NE1/4SW1/4; SE1/4  
Sec. 6 N1/2NW1/4; SE1/4NW1/4; NE1/4SW1/4; S1/2SE1/4

**LEGAL DESCRIPTION CONTINUED...**

09171

Sec. 8        E1/2NW1/4;NW1/4NW1/4;  
              NE1/4; SW1/4; SE1/4

Sec. 18       E1/2NW1/4; SW1/4NW1/4; SW1/4NE1/4

(Tax Lots 700, 900, 1100, 1300 through 1600 and 5600)

PARCEL 19:

Township 34 South, Range 1 West, Willamette Meridian

Sec. 5        W1/2NW1/4; S1/2

Sec. 6        W1/2NW1/4; NE1/4NW1/4; NW1/4SW1/4; S1/2SW1/4

Sec. 12       S1/2S1/2

Sec. 18       S1/2S1/2

(Tax Lots 300 of Sec. 5; 200 of Sec. 6; 200 of Sec. 12 & 600 of Sec. 18)

PARCEL 20:

Township 34 South, Range 2 West, Willamette Meridian

Sec. 2        All

Sec. 3        SE1/4NE1/4; NE1/4SE1/4

Sec. 10       SE1/4; N1/2SW1/4; SE1/4SW1/4

Sec. 11       W1/2NW1/4

SE1/4SE1/4; SE1/4NE1/4SE1/4. EXCEPTING parcel described in Document  
No. 66-11671, Official Records, Jackson County, Oregon.

SW1/4

LEGAL DESCRIPTION CONTINUED...

- Sec. 12 NW1/4; NW1/4NE1/4; W1/2SW1/4. EXCEPTING parcel described in Document No. 66-11671, Official Records, Jackson County, Oregon.
- Sec. 13 NE1/4NW1/4
- Sec. 14 E1/2W1/2
- W1/2W1/2; SE1/4NE1/4; E1/2SE1/4; SW1/4SE1/4
- Sec. 15 SE1/4NE1/4
- Sec. 16 SW1/4NE1/4; NW1/4SE1/4

That portion of the E1/2SW1/4, and portion of the S1/2SE1/4NW1/4 more particularly described as follows: Beginning at the Quarter Section corner between Sec. 16 and 21; thence West 1093.0 feet to a pipe monument; thence North 9° East 90.0 feet; thence North 38° East 130.0 feet; thence North 23° East 184.0 feet; thence N 15° W 83.0 feet; thence N 64° E 481.0 feet; thence North 8° East 600.0 feet; thence North 8° East 130.0 feet; thence North 51° East 256.0 feet; thence North 44° West 300.0 feet; thence North 44° West 187.0 feet; thence North 17° West 270.0 feet; thence North 36° West 208.0 feet; thence North 10° West 216.0 feet; thence North 1° East 182.0 feet; thence North 22° East 190.0 feet; thence North 35° East 292.0 feet; thence North 23° East 165.0 feet; thence North 2° West 27.0 feet, more or less to the North Line of the S1/2SE1/4NW1/4 Sec. 16; thence East 424.0 feet, more or less, along the North line, to the North and South centerline of Sec. 16; thence S 3300.0 feet, more or less, to the point of beginning.

That portion of the W1/2SW1/4 more particularly described as follows: Beginning at NE corner of the NW1/4SW1/4 Section. 16; thence South 22° West 300.0 feet along the Westerly line of Country Road; thence continuing along the Westerly line of County Road, as follows: South 17° West 126.0 feet; South 5° West 300.0 feet; South 3° West 300.0 feet; thence West 446.0 feet; thence South 600.0 feet; thence South 6° West 151.0 feet; thence South 17° West 428.0 feet, more or less, to Northerly line of tract described in Vol 172 Pg 475; thence Westerly 500.0 feet, more or less, along Northerly line, to a point 464.0 feet North of the Section corner common to Sec. 16, 17, 20 & 21, said Township and Range; thence North along the West line of Sec. 16, a distance of 2176.0 feet, more and less, to the Quarter Section corner between Sec. 16 and 17, said Township and Range; thence East 1320.0 feet to the point of beginning.

**LEGAL DESCRIPTION CONTINUED...**

09173

- NE1/4SE1/4; S1/2SE1/4
- Sec. 20 N1/2SW1/4; SE1/4NW1/4
- Sec. 24 NE1/4SW1/4; NE1/4NW1/4; W1/2W1/2
- NE1/4NE1/4; S1/2NE1/4; SE1/4NW1/4; SE1/4SW1/4; SE1/4
- Sec. 30 W1/2; NW1/4NE1/4; W1/2SE1/4; SE1/4SE1/4
- SW1/4NE1/4; NE1/4NE1/4; W1/2SE1/4NE1/4; W1/2E1/2SE1/4NE1/4;  
W1/2E1/2NE1/4SE1/4; W1/2NE1/4SE1/4
- Sec. 31 SE1/4NE1/4; NE1/4SE1/4. Excepting portion described in Vol 241 Pg 275
- E1/2NW1/4; W1/2SE1/4; SW1/4SW1/4. Excepting portion described in Vol 252  
Pg 513, Deed Records, Jackson County, Oregon.
- NW1/4SW1/4
- Sec. 32 NE1/4SW1/4; S1/2SW1/4; SW1/4SE1/4. Exception that portion of the  
S1/2SW1/4 described in Vol 241 Pg 275, Deed Records, Jackson County,  
Oregon.

(Tax Lots 400, 600, 2900, 3000, 3200, 3300, 3700, 4200, 4400, 4500, 4600, 8000 through 8300,  
10800, 10900, 11100, 11300, 11500 & 11700; 500, 600, 800 & 900 of Sec. 16; 200 of Sec. 20;  
2200 of Sec. 32)

PARCEL 21:

Township 34 South, Range 3 West, Willamette Meridian

- Sec. 24 E1/2SE1/4

LEGAL DESCRIPTION CONTINUED...

Sec. 26 E1/2NW1/4; W1/2NE1/4. TOGETHER WITH: Beginning at a 2 inch galvanized iron pipe with brass cap (BLM monumented dated 1988) found set for the centereast one-sixteenth corner to Section 26, Township 34 South, Range 3 West of the Willamette Meridian in Jackson County, Oregon; thence along the East-West centerline of said Section 26, North 89° 23' 30" West, 383.94 feet to a 5/8 inch rebar with plastic cap set; thence South 0° 36' 30" West, 200.00 feet to a 5/8 inch rebar with plastic cap set; thence South 89° 22' 55" East, 905.56 feet to a 5/8 inch rebar with plastic cap set for a witness corner; thence continue South 89° 22' 55" East, 107.32 feet to East Evans Creek (said point being on the Northerly boundary of tract described in Volume 570, Page 188, Jackson County, Oregon, Deed Records); thence along said creek, North 27° 09' East, 19.3 feet; thence along said creek, North 39° 44' East, 235.5 feet to intersect the East-West centerline of said Section 26; thence along said Section centerline, North 89° 22' 33" West, 150.00 feet to a 5/8 inch rebar with plastic cap set for a witness corner; thence continue along said Section centerline, North 89° 22' 33" West, 636.16 feet to the point of beginning.

Sec. 36 ALL EXCEPTING a portion described in Vol 252 Pg 513, Deed Records, Jackson County, Oregon.

(Tax Lots 900 & 1200 34-3WD; 700 of Sec. 24)

PARCEL 22:

Township 34 South, Range 4 West, Willamette Meridian

Sec. 3 SE1/4SW1/4; SW1/4SE1/4

Sec. 4 Lots 1 through 4; S1/2NW1/4; N1/2SW1/4

Sec. 5 E1/2NW1/4; NW1/4SW1/4; NW1/4NW1/4. EXCEPTING THEREFROM the following described parcel: Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 5; thence East 530 feet; thence North 420 feet; thence West 530 feet; thence South 420 feet to the place of beginning. ALSO EXCEPTING THEREFROM: Beginning at a point 530 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 5; thence East 790 feet to the Southeast corner of said Northwest Quarter of the Northwest Quarter; thence North 828 feet; thence West 790 feet; thence South 828 feet, to the place of beginning.

LEGAL DESCRIPTION CONTINUED...

- Sec. 6      **ALL. EXCEPTING THEREFROM:** A tract in the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section, and more particularly described as: Commencing at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 6; and running thence West 530 feet; thence South 420 feet; thence East 530 feet; thence North 420 feet to the place of beginning.
- Sec. 8      N1/2; N1/2SW1/4; SE1/4SW1/4; SE1/4
- Sec. 10     NW1/4NE1/4; NE1/4NW1/4
- Sec. 16     W1/2; S1/2NE1/4; SE1/4
- Sec. 18     All
- Sec. 20     S1/2; NW1/4. **EXCEPT THEREFROM** the following described tract: Commencing at the Northwest corner of Section 20, Township 34 South, Range 4 West of the Willamette Meridian in Jackson County, Oregon; and running thence East 10 chains, more or less, to the center of the State Board of Forestry Road for the true point of beginning; thence East 10 chains; thence South 15 chains; thence East 2 chains; thence South 15 chains; thence West 11 chains, more or less, to the center of said road; thence Northerly along the centerline of said road to the true point of beginning.
- Sec 21      S1/2SW1/4; NE1/4SW1/4
- Sec. 26     NW1/4
- Sec. 31     Beginning 132 feet West of the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 31, Township 34 South, Range 4 West, Willamette Meridian, Jackson County, Oregon; thence North 2640 feet, more or less, to the East-West centerline of said section; thence West 1188 feet, more or less, to the West line of said section; thence South to the Southwest corner of said section; thence East to the point of beginning.

(Tax Lots 200 of Sec. 3; 100 of Sec. 4; 200 & 700 of Sec. 5; 100 & 101 of Sec. 6; 100, 200 & 400 of Sec. 8; 200 of Sec. 10; 200 of Sec. 16; 100 of Sec. 18; 200, 400, 500 & 600 of Sec. 20; 400 of Sec. 21; 500 of Sec. 26 & 300 of Sec. 31)

**LEGAL DESCRIPTION CONTINUED...**

09176

PARCEL 23:

Township 35 South, Range 1 East, Willamette Meridian

Sec. 2        S1/2; S1/2N1/2

Sec. 11       SW1/4SW1/4; N1/2SW1/4; SW1/4NW1/4; N1/2NW1/4

Sec. 12       S1/2

(Tax Lots 400, 4900 & 5200)

PARCEL 24:

Township 35 South, Range 2 East, Willamette Meridian

Sec. 6        Lots 6 & 7; E1/2SW1/4

(Tax Lot 1400)

PARCEL 25:

Township 35 South, Range 2 West, Willamette Meridian

Sec. 5        N1/2NE1/4  
N1/2SW1/4; SW1/4SW1/4. EXCEPTING THEREFROM that portion described  
in Document No. 96-03339, Official Records of Jackson County, Oregon.

Sec. 6        NE1/4NE1/4. EXCEPTING a portion described in Vol 252 Pg 513

W1/2NW1/4. EXCEPTING a portion in Vol 243 Pg 68

E1/2NW1/4; NW1/4NE1/4; S1/2NE1/4; N1/2SE1/4; SE1/4SE1/4. EXCEPTING  
that portion in Vol 243 Pg 68.

(Tax Lots 100 & 500 of Sec. 5; 100 & 200 of Sec. 6)

LEGAL DESCRIPTION CONTINUED...



09177

PARCEL 26:

Township 35 South, Range 3 West, Willamette Meridian

- Sec. 2      W1/2NW1/4; SE1/4NW1/4; SW1/4NE1/4
- Sec. 8      E1/2; SE1/4SW1/4. EXCEPTING a portion in the SW1/4NE1/4 described in Vol 338 Pg 70, Deed Records, Jackson County, Oregon.
- SE1/4NW1/4; N1/2SW1/4; SW1/4SW1/4. EXCEPTING that portion of the W1/2 of Sec. 8 described in Vol 397 Pg 11-12, Deed Records, Jackson County, Oregon.
- Sec. 9      N1/2NW1/4; NW1/4NE1/4
- Sec. 10     W1/2NW1/4
- NE1/4NE1/4; S1/2NE1/4; NW1/4SE1/4
- Sec. 16     All
- Sec. 18     N1/2; NE1/4SW1/4; N1/2SE1/4; SE1/4SE1/4
- Sec. 21     E1/2SE1/4; SE1/4NE1/4
- Sec. 22     W1/2
- NE1/4; W1/2SE1/4; NE1/4SE1/4
- Sec. 26     SW1/4
- W1/2SE1/4
- Sec. 30     SW1/4NW1/4; S1/2SE1/4; E1/2SW1/4; Govt. Lots 1, 2, 3 & 4; that fractional portion of the NW1/4NW1/4 and NW1/4SE1/4 described in Vol 491 Pg 468.

LEGAL DESCRIPTION CONTINUED...

09178

Sec. 34 NE1/4; E1/2W1/2; N1/2SE1/4

(Tax Lots 400 of Sec. 2; 1000 & 1300 of Sec. 10; 3900 & 4100 of Sec. 8; 4200 of Sec. 9; 4400 of Sec. 16; 4700 of Sec. 18; 200 of Sec. 21; 900, 1000 & 1300 of Sec. 30; 1500 & 1600 of Sec. 22; 3100 of Sec. 34; 700 & 800 of Sec. 26)

PARCEL 27:

Township 35 South, Range 4 West, Willamette Meridian

Sec. 25 NE1/4

Sec. 26 S1/2NE1/4; S1/2SW1/4; W1/2SE1/4

Sec. 30 N1/2NW1/4 EXCEPT All oil, coal, gas and minerals on, in or under said lands, together with the exclusive right to take and mine and remove the same, together with the machinery, fixed or otherwise used in the process, by the usual method, reserved in deed recorded October 30, 1953, in Volume 386, Page 467, of the Deed Records of Jackson County, Oregon.

Sec. 32 S1/2S1/2; N1/2SW1/4; NW1/4

Sec. 35 N1/2N1/2; S1/2NE1/4; SE1/4NW1/4; NE1/4SW1/4; N1/2SE1/4. EXCEPTING a portion described in Vol 597 Pg 350-52

A strip of land 50 feet wide, being 25 feet on each side of a meander line in Sec. 35, T35S, R4W, described in Vol 597 Pg 350-52, Deed Records, Jackson County, Oregon.

(Tax Lots 100 of Sec. 25; 400 & 500 of Sec. 26; 200 of Sec. 30; 200 & 400 of Sec. 32; 100 & 600 of Sec. 35; 300 & 500 of Sec. 36)

LEGAL DESCRIPTION CONTINUED...

PARCEL 28:

09179

Township 36 South, Range 2 East, Willamette Meridian

Sec. 36      SW1/4NW1/4; N1/2SW1/4; SE1/4SW1/4;  
              NW1/4SE1/4; S1/2SE1/4

(Tax Lot 9500)

PARCEL 29:

Township 36 South, Range 3 East, Willamette Meridian

Sec. 16      SW1/4  
Sec. 18      Lots 1 through 4; E1/2W1/2  
Sec. 19      Lots 1 through 4; E1/2W1/2  
Sec. 20      N1/2NE1/4; SE1/4NE1/4;  
              N1/2NW1/4; SW1/4NW1/2;  
              N1/2S1/2

Sec. 28      N1/2; N1/2S1/2

(Tax Lots 2000, 2300, 2400, 2600 & 4000)

PARCEL 30:

Township 36 South, Range 4 West, Willamette Meridian

Sec. 6      Lots 3 through 7; E1/2 SW1/4; SE1/4; SE1/4 NW1/4  
Sec. 32      SE1/4; E1/2NE1/4  
Sec. 36      N1/2SE1/4; SE1/4SE1/4

(Tax Lots 300 & 400 of Sec. 6; 100 & 700 of Sec. 32; 800 of Sec. 36)

**LEGAL DESCRIPTION CONTINUED...**

09180

PARCEL 31:

Township 37 South, Range 2 East, Willamette Meridian

Sec. 2        Lots 1 & 2; S1/2NE1/4

Sec. 14       SW1/4; SW1/4NW1/4; W1/2SE1/4; N1/2NE1/4; N1/2NW1/4 Reserving all minerals and mineral rights, including but not limited to oil, gas and other hydrocarbons, as set forth in Document No. 79-20059, Official Records of Jackson County, Oregon.

Sec. 22       SW1/4; E1/2E1/2

Sec. 24       All

Sec. 26       All

Sec. 34       All

Sec. 36       All

(Tax Lots 200, 4600, 5200, 5300, 6600 through 7100, 7300, 8700 & 8900)

PARCEL 32:

Township 37 South, Range 3 East, Willamette Meridian

Sec. 36       All

(Tax Lot 4000)

PARCEL 33:

Township 37 South, Range 2 West, Willamette Meridian

Sec. 7        SW1/4SW1/4

Sec. 18       NW1/4; W1/2NE1/4; SE1/4NE1/4

(Tax Lots 400 Sec. 7 & 200 Sec. 18)

LEGAL DESCRIPTION CONTINUED...

09181

PARCEL 34:

Township 37 South, Range 3 West, Willamette Meridian

Sec. 5	Lot 3
	Lot 6. EXCEPTING the S1/2SW1/4SW1/4NE1/4
Sec. 10	NE1/4
	S1/2SW1/4; NE1/4SW1/4; SW1/4SE1/4
	E1/2SE1/4
Sec. 11	W1/2NW1/4
Sec. 12	SW1/4SW1/4
Sec. 13	S1/2NE1/4
	S1/2
Sec. 14	SW1/4NW1/4; W1/2SW1/4; NE1/4SW1/4. Excepting that portion Beginning at a point 465 feet N of SW corner Sec. 14; thence E 480 feet; thence N 480 feet; thence W 480 feet; thence South 480 feet along West Section line to point of beginning.
	N1/2NW1/4SE1/4; NE1/4; E1/2NW1/4; NW1/4NW1/4
Sec. 18	N1/2SW1/4; SE1/4SW1/4; SW1/4SE1/4
Sec. 19	All
Sec. 20	SE1/4SW1/4; W1/2SE1/4; SE1/4SE1/4
	NE1/4; S1/2NW1/4; N1/2SW1/4
Sec. 22	E1/2W1/2; W1/2SE1/4; W1/2SE1/4SE1/4; SW1/4NE1/4
Sec. 26	SE1/4SW1/4

LEGAL DESCRIPTION CONTINUED...

09182

- Sec. 28      N1/2; N1/2S1/2
- Sec. 29      SW1/4; N1/2SE1/4; NW1/4; S1/2NE1/4; NW1/4NE1/4  
             S1/2SE1/4
- Sec. 30      N1/2; NE1/4SW1/4; N1/2SE1/4; SE1/4SE1/4
- Sec. 32      W1/2W1/2; W1/2NE1/4; SE1/4NE1/4
- Sec. 34      E1/2E1/2; S1/2SW1/4SE1/4
- Sec. 35      NW1/4NE1/4; N1/2NW1/4; SW1/4NW1/4; NE1/4SW1/4; NW1/4SW1/4

(Tax Lots 3500, 3600, 4600, 4800, 4900, 6300, 6400, 6600, 6700, 7000, 7100, 7200, 7900, 8100, 8300, 8500, 8700, 8900, 9000, 10800, 11700, 11900, 12000, 12100, 12600, 12801, 13100, 13200, 13400 & 13500; 1100 of Sec. 11)

PARCEL 35:

Township 37 South, Range 4 West, Willamette Meridian

- Sec. 8      N1/2; W1/2SW1/4
- Sec. 16      All
- Sec. 22      N1/2NW1/4; NW1/4NE1/4  
             N1/2SW1/4; SW1/4NW1/4
- Sec. 26      S1/2SW1/4; NE1/4SW1/4

(Tax Lots 2900, 5800, 5900 & 8700; 600 & 700 of Sec. 22)

PARCEL 36:

Township 38 South, Range 2 East, Willamette Meridian

- Sec. 2      Lots 1, 2, 3, 4; N1/2SW1/4NW1/4; S1/2NE1/4

**LEGAL DESCRIPTION CONTINUED...**

09183

Sec. 12      E1/2  
              NW1/4  
Sec. 15      SW1/4

Sec. 16      E1/2NE1/4. Excepting the North 500.0 feet of the NE1/4NE1/4. Together with all that portion of the Northwest Quarter of the Northeast Quarter of Section 16, Township 38 South, Range 2 East, Willamette Meridian in Jackson County, Oregon, lying East and South of the following described line: Commencing at the Northeast corner of Section 16, Township 38 South, Range 2 East, Willamette Meridian in Jackson County, Oregon; thence South 0° 28' 55" West, along the East line of said Section, 500.00 feet to the Southeast corner of the Northerly 500.00 feet of the Northeast Quarter of the Northeast Quarter of said Section 16; thence North 88° 20' 40" West, along the South line of said Northerly 500.00 feet, 1159.16 feet to a 5/8 inch diameter steel pin being the true point of beginning of the herein described line; thence South 25° 25' 43" West 931.08 feet to a 5/8 inch diameter steel pin marking a point on the South line of the Northwest Quarter of the Northeast Quarter of said Section 16 and the terminus of said line. EXCEPTING THEREFROM all that portion of the Northeast Quarter of the Northeast Quarter of Section 16, Township 38 South, Range 2 East, Willamette Meridian in Jackson County, Oregon, lying West and North of the following described line: Beginning at the Northeast corner of Section 16, Township 38 South, Range 2 East, Willamette Meridian in Jackson County, Oregon; thence South 0° 28' 55" West, along the East line of said Section, 500.00 feet to the Southeast corner of the Northerly 500.00 feet to the Northeast Quarter of the Northeast Quarter of said Section 16; thence North 88° 20' 40" West, along the South line of said Northerly 500.00 feet, 1159.16 feet to a 5/8 inch diameter steel pin, the point of beginning of the herein described line; thence South 25° 25' 43" West 931.08 feet to a 5/8 inch diameter steel pin marking a point on the South line of the Northwest Quarter of the Northeast Quarter of said Section 16 the terminus of said line.

W1/2SE1/4; E1/2SW1/4NE1/4

(Tax Lots 300, 800, 3700, 3900, 4600, 4800, 4900 & 5000)

LEGAL DESCRIPTION CONTINUED...

09184

PARCEL 37:

Township 38 South, Range 3 East, Willamette Meridian

Sec. 4	SW1/4
Sec. 7	NW1/4
	NE1/4
Sec. 8	N1/2
Sec. 9	S1/2SE1/4
Sec. 13	SE1/4SE1/4
Sec. 16	NE1/4; SE1/4. EXCEPT the E 20 acres thereof
Sec. 21	NE1/4NE1/4 EXCEPT that portion lying South of the Dead Indian Road. ALSO EXCEPTING that portion described in Document No. 71-08964, Official Records of Jackson County, Oregon.
Sec. 22	E1/2NW1/4; SW1/4
Sec. 26	N1/2NE1/4
	NW1/4SW1/4; S1/2SW1/4; SW1/4SE1/4
Sec. 28	NE1/4
	NW1/4; S1/2
Sec. 35	E1/2W1/2
Sec. 36	W1/2NW1/4; W1/2SW1/4

(Tax Lots 600, 1100, 1400, 1600, 2300, 3200, 3300, 4700, 5100, 6400, 6600, 6700, 6800 7500 & 7700)

LEGAL DESCRIPTION CONTINUED...



PARCEL 38:

09185

Township 38 South, Range 4 East, Willamette Meridian

- Sec. 2      E1/2NE1/4; E1/2SE1/4  
            W1/2W1/2; E1/2SW1/4; W1/2SE1/4
- Sec. 4      NW1/4; SE1/4  
            SW1/4  
            Lots 1 and 2; S1/2NE1/4
- Sec. 8      SE1/4SW1/4; W1/2SE1/4
- Sec. 9      All. EXCEPTING THEREFROM: Beginning at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 9 in Township 38 South, Range 4 East of the Willamette Meridian in Jackson County, Oregon; thence South 89° 49' 25" East along the North line of said Northwest Quarter of the Southwest Quarter of Section 9, a distance of 660.00 feet; thence South 0° 32' 41" East, 660.00 feet; thence North 89° 49' 25" West, 660.00 feet to the West line of the Northwest Quarter of the Southwest Quarter of said Section 9; thence North 0° 32' 41" West along the West line of the Northwest Quarter of the Southwest Quarter of Section 9, a distance of 660.00 feet to the point of beginning.
- Sec. 10     SW1/4
- Sec. 16     All
- Sec. 18     NE1/4  
            NW1/4
- Sec. 21     All
- Sec. 22     NW1/4; SE1/4; SW1/4
- Sec. 28     All

LEGAL DESCRIPTION CONTINUED...

09186

Sec. 34      W1/2W1/2; E1/2SE1/4

(Tax Lots 500, 900, 1001 through 1004, 1006, 1007, 1008, 1100 through 1400, 2900, 2901, 3200, 3500, 3700, 3800, 4300 through 4600, 4800, 4900, 5000, 6200 & 6400)

PARCEL 39:

Township 38 South, Range 1 West, Willamette Meridian

Sec. 30      NW1/4SW1/4; ALSO, Beginning at a point on the West line of Section 30 in Township 38 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon, said point being 33 rods North of the Southwest corner of said Section; thence East 80 rods to the East line of the Southwest Quarter of Southwest Quarter of said Section 30; thence North along said East line 47 rods to the Northeast corner of said Southwest Quarter of the Southwest Quarter; thence West along the North line thereof 80 rods to the West line of said Section 30; thence South along said West line 47 rods to the point of beginning. EXCEPTING THEREFROM the following: Commencing at the Southwest corner of Section 30 in Township 38 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon; thence North 33 rods; thence East 80 rods to the East line of the West Half of the Southwest Quarter for the true point of beginning; thence North along said line 580.0 feet; thence West, 375.5 feet; thence South, 580.0 feet; thence East, 375.5 feet to the true point of beginning. ALSO, Commencing at the Northeast corner of the East Half of the Southwest Quarter of Section 30 in Township 38 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon; thence West along the North line of said East Half of the Southwest Quarter 620.0 feet to the true point of beginning; thence continue West along said line 700.0 feet, more or less, to the Northwest corner of said East Half of the Southwest Quarter; thence South along the West line thereof 2640.0 feet, more or less, to the Southwest corner of East Half of the Southwest Quarter; thence East along the South line thereof 1320.0 feet, more or less, to the Southeast corner of said East Half of the Southwest Quarter; thence North along the North and South centerline of said Section 30, a distance of 2005.0 feet, more or less, to a point 635.0 feet South of the Northeast corner of said East Half of Southwest Quarter; thence West, 620.0 feet; thence North, 635.0 feet to the true point of beginning. EXCEPT the Southeast Quarter of the Southwest Quarter of Section 30, Township 38 South, Range 1 West, Willamette Meridian in Jackson County, Oregon. ALSO Excepting the following described Parcel: That portion of the Northeast Quarter of the Southwest Quarter of

LEGAL DESCRIPTION CONTINUED...

09187

Section 30, Township 38 South, Range 1 West, Willamette Meridian in Jackson County, Oregon, lying Southeasterly of the centerline of Coleman Creek Road, the centerline of said road is more particularly described as follows: Beginning at a Southeast corner of the property described in Document No. 79-22565, said corner being marked by a 5/8 inch x 24 inch iron pin set by Everett L. Swain in Jackson County Survey #9428 dated September 7, 1982; thence Westerly along the South line of the above-described property 106.70 feet to the true point of beginning on the existing Coleman Creek Road, that point being station 0+00 on the centerline described as follows:

<u>Centerline Station</u>	<u>Bearing</u>	<u>Horizontal Distance (ft.)</u>
0+00		
	S48°W	199.5
1+99.5		
	S40°W	199.8
3+99.3		
	S38°W	169.2
5+68.5		
	S14°W	133.7
7+02.2		
	S02°E	113.8
8+16.0		
	S17°W	38.6
8+54.6		

Station 8+54.6 is 7.0 feet East of the Northeast corner of the property described in Document No. 75-03103, Official Records, Jackson County, Oregon, said corner being marked by an iron pipe capped with a lead-filled pipe reducer set by L.E. Ager in Jackson County Survey #969 dated April 1956. Basis of bearings is from magnetic compass with declination set at 19 1/2° East on October 7, 1987.

(Tax Lot 2400)

PARCEL 40:

Township 38 South, Range 2 West, Willamette Meridian

Sec. 20 SW1/4NE1/4; SW1/4SE1/4

LEGAL DESCRIPTION CONTINUED...

09188

Sec. 25      NE1/4; NE1/4NW1/4  
Sec. 29      S1/2NW1/4  
Sec. 31      SW1/4SW1/4; E1/2SW1/4  
Sec. 36      NW1/4; NW1/4NE1/4

(Tax Lots 300 & 700 Sec. 20; 100 & 200 Sec. 25; 400 Sec. 29; 200 Sec. 31 & 200 Sec. 36)

PARCEL 41:

Township 38 South, Range 4 West, Willamette Meridian

Sec. 4      SE1/4  
Sec. 26      W1/2SW1/4; SW1/4NW1/4, SE1/4  
Sec. 34      Lots 1 & 2, NE1/4SE1/4; SE1/4NE1/4  
Sec. 36      All

(Tax Lots 400 & 500 Sec. 4; 400 & 800 Sec. 26; 200 Sec. 34 and 100 Sec. 36)

PARCEL 42:

Township 39 South, Range 1 East, Willamette Meridian

Sec. 26      SW1/4SW1/4; All that portion of the SE1/4SW1/4 lying Westerly of a meander line 20.0 feet Easterly of Tollman Creek & East Fork of Tollman Creek across the SW corner of SE1/4SW1/4.

(Tax Lot 1000)

LEGAL DESCRIPTION CONTINUED...

## PARCEL 43:

Township 39 South, Range 2 East, Willamette Meridian

Sec. 12      W1/2NE1/4; E1/2NW1/4; SE1/4NE1/4  
             NE1/4SW1/4; N1/2SE1/4

(Tax Lots 200 & 501)

## PARCEL 44:

Township 39 South, Range 3 East, William Meridian

Sec. 1      E1/2SW1/4; SE1/4NW1/4; S1/2NE1/4; NE1/4SE1/4  
Sec. 2      NW1/4  
Sec. 22      SW1/4; SE1/4  
Sec. 28      W1/2NW1/4  
Sec 33      SE1/4

(Tax Lots 100, 102, 3300, 3400, 4000 and 6200)

## PARCEL 45:

Township 39 South, Range 4 East, Willamette Meridian

Sec. 4      All. Except the E1/2E1/2  
Sec. 8      All. Except portion convey to United States of America by Deed recorded in  
             Volume 465, Page 90, Jackson County, Oregon, Deed Records.  
Sec. 16      All. Except portion convey to United States of America by Deed recorded in  
             Volume 465, Page 90, Jackson County, Oregon, Deed Records.  
Sec. 18      All

LEGAL DESCRIPTION CONTINUED...

- Sec. 20 All
- Sec. 29 S1/2NE1/4; E1/2SE1/4; Lots 1 & 2; NE1/4NW1/4; NW1/4SW1/4
- Sec. 30 All
- Sec. 31 NW 1/4; SW 1/4 NE 1/4; NE 1/4 SW 1/4; W 1/2 SE 1/4*
- (Tax Lots 500, 2100, 2400, 2900, 3200 and 3400; 102 Sec. 1; 100 Sec. 8; 100 Sec. 16)

## PARCEL 46:

Township 39 South, Range 1 West, Willamette Meridian

- Sec. 7 SE1/4NE1/4
- Sec. 8 W1/2SW1/4; SE1/4SW1/4; SW1/4SE1/4  
NE1/4NW1/4; S1/2NW1/4; SW1/4NE1/4  
SE1/4NE1/4, NE1/4SW1/4, N1/2SE1/4
- Sec. 13 E1/2NE1/4
- That portion of that certain group of mines and lands known and patented as the "Golden Octopus Group of Mines" designated as Mineral Survey No. 414, in the Official Survey thereof under the U.S. System of Surveys in Lot 2.
- Sec. 14 SW1/4
- Sec. 19 NW1/4SE1/4
- Sec. 22 E1/2. Excepting a piece in NE1/4SE1/4 described in Vol 389, Pg 429-31.
- Sec. 23 The "Little Bell" & "Morning Star" lode mining claims and the "Golden Fleece Consolidated Quartz Mine" described in Vol 389 Pg 429-31, Deed Records, Jackson County, Oregon.
- Sec. 26 SW1/4NW1/4

## LEGAL DESCRIPTION CONTINUED...

- Sec. 27 N1/2NE1/4; SW1/4NE1/4

09191

SE1/4NE1/4; N1/2SE1/4; SE1/4SE1/4

S1/2SW1/4; SW1/4SE1/4; NE1/4SW1/4

Sec. 32      S1/2NW1/4SW1/4; SW1/4SW1/4

(Tax Lots 4800, 4900, 5000, 7100, 7400, 7500, 8300, 8400, 8500 & 9801; 100 & 200 Sec. 13;  
400 Sec. 14; 200 Sec. 23)

PARCEL 47:

Township 39 South, Range 2 West, Willamette Meridian

Sec. 5      Lot 3; SE1/4NW1/4

Sec. 6      N1/2NW1/4

Sec. 16      All. EXCEPT 1/2 of mineral rights reserved in Volume 112, Page 384, Jackson  
County, Oregon, Deed Records.

(Tax Lots 1700 & 2400; 300 Sec. 5)

PARCEL 48:

Township 39 South, Range 4 West, Willamette Meridian

Sec. 36      All

(Tax Lot 3200)

PARCEL 49:

Township 40 South, Range 1 East, Willamette Meridian

Sec. 28      E1/2

(Tax Lots 1000 & 1100)

**LEGAL DESCRIPTION CONTINUED...**

PARCEL 50:

Township 40 South, Range 2 East, Willamette Meridian

- Sec. 8      Lots 4 & 9; SW1/4SW1/4; all that portion of Lots 5 & 6 and the SW1/4SE1/4 & the NW1/4SE1/4 lying Westerly of the re-located highway as conveyed by deed recorded in Vol 539 Pg 6. EXCEPTING THEREFROM that portion lying within the Southern Pacific Railroad right of way.
- Sec. 14      W1/2; W1/2E1/2
- Sec. 23      N1/2NW1/4
- Sec. 24      NE1/4SW1/4  
E1/2NE1/4; SE1/4; S1/2SW1/4
- Sec. 25      W1/2NW1/4
- Sec. 26      S1/2NE1/4; W1/2SE1/4; SW1/4
- Sec. 34      SE1/4NE1/4; E1/2SE1/4; SW1/4SE1/4
- Sec. 35      SW1/4NE1/4
- Sec. 36      All

(Tax Lots 3900, 4500, 4900, 5000, 6100 through 6400; 601, 1500 & 1600 Sec. 8)

PARCEL 51:

Township 40 South, Range 3 East, Willamette Meridian

- Sec. 3      SW1/4; TOGETHER WITH: Beginning at a point designated as the center of Section 3, Township 40 South, Range 3 East of the Willamette Meridian in Jackson County, Oregon; thence North 0° 12' East, 293.6 feet, along the East line of the Northwest Quarter of said Section 3, to the Southerly side line of the Ashland-Klamath Falls Highway, which said Southerly line is 40 feet distant from the centerline of said Highway; thence North 70° 05' West, 271.2 feet along the Southerly line of said Highway; thence South, 386.0 feet to the South line of the Northwest Quarter of said Section 3; thence East along said South line, 254.0 feet to the point of beginning.

LEGAL DESCRIPTION CONTINUED...



09193

- Sec. 4 SW1/4NW1/4; W1/2SW1/4;  
SE1/4SW1/4; SE1/4
- Sec. 8 E1/2NE1/4;NW1/4NE1/4
- Sec. 9 Lot 1; SW1/4NW1/4;SE1/4NE1/4
- Sec. 10 Lot 4; SW1/4NW1/4;SE1/4
- Sec. 11 SW1/4
- Sec. 12 S1/2. Except the NW1/4SW1/4
- Sec. 20 Lots 3 & 4; S1/2NW1/4;E1/2SW1/4
- Sec. 22 ALL
- Sec. 30 Lot 1; NW1/4NE1/4;S1/2NE1/4;N1/2SE1/4;E1/2NW1/4

(Tax Lots 903, 3900, 4400, 4600, 6400, 6500, 6800 & 7400, 1500 & 1600 Sec. 3; 400, 600 & 700 Sec. 4; 1500 Sec. 11; 2200 Sec. 12)

PARCEL 52:

Township 40 South, Range 4 East, Willamette Meridian

- Sec. 7 NW1/4SE1/4
- Sec. 18 Lots 6 & 7; E1/2SW1/4;  
SE1/4; Lots 1, 4 & 5;  
SE1/4NW1/4; S1/2NE1/4

(Tax Lots 1803, 3301 & 3302)

LEGAL DESCRIPTION CONTINUED...

PARCEL 53:

09194

Township 40 South, Range 1 West, Willamette Meridian

Sec. 6        SW1/4NE1/4; SE1/4NW1/4;  
              N1/2N1/2SE1/4; Lots 3, 4 & 5

Sec. 8        N1/2

Sec. 18       NE1/4

Sec. 20       S1/2

Sec. 30       E1/2NE1/4; NW1/4NE1/4;  
              NE1/4NW1/4

(Tax Lots 800, 900, 1300, 1400, 2300, 2600 & 4100)

PARCEL 54:

Township 40 South, Range 2 West, Willamette Meridian

Sec. 20       SW1/4NW1/4; W1/2SW1/4;  
              SE1/4SW1/4

(Tax Lot 2700)

PARCEL 55:

Township 40 South, Range 3 West, Willamette Meridian

Sec. 24       N1/2S1/2

(Tax Lot 3500)

LEGAL DESCRIPTION CONTINUED...

PARCEL 56:

09195

Township 40 South, Range 4 West, Willamette Meridian

Sec. 34      NW1/4; SW1/4; NE1/4

(Tax Lots 2200, 2300 & 2400)

PARCEL 57:

Township 41 South, Range 4 East, Willamette Meridian

Sec. 8      S1/2NE1/4; SE1/4

(Tax Lot 2200)

PARCEL 58:

Township 41 South, Range 4 West, Willamette Meridian

Sec. 18      Lots 1 through 4; NE1/4NW1/4

(Tax Lot 3800)