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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Jeffrey A. Benson, Esq. Kilpatrick Stockton LLP 3737 Glenwood Avenue Suite 400 Raleigh, NC 27612

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## LINE OF CREDIT INSTRUMENT

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

Counties of Jackson, Klamath and Lake, State of Oregon

TRUSTOR:

JWTR OREGON, LLC, an Oregon limited liability company

(Organizational ID Number: 666444-94)

TRUSTEE:

Chicago Title Insurance Company

BENEFICIARY:

General Electric Capital Corporation

THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED PURSUANT TO THE PROMISSORY NOTES SECURED BY THIS DEED OF TRUST IS \$50,000,000. THE TERM OR MATURITY DATE OF THE PROMISSORY NOTES SECURED BY THIS DEED OF TRUST, EXCLUSIVE OF ANY OPTIONS TO RENEW OR EXTEND IS MARCH 4, 2013.

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THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING (hereinafter referred to as this "Deed of Trust") dated as of March 4, 2010 from JWTR OREGON, LLC, an Oregon limited liability company, with a principal place of business at 6400 Highway 66, Klamath Falls, Oregon 97601 ("Trustor"), to Chicago Title Insurance Company, having an address at 1211 SW 5<sup>th</sup> Ave., Suite 2150, Portland, Oregon 97204 ("Trustee"), for the benefit of General Electric Capital Corporation (together with its successors and assigns, any other lenders under the Credit Agreement described below and the other Secured Parties [as defined in the Credit Agreement]), whose address is 201 Merritt 7, Norwalk, CT 06851, Attn: Account Manager - JWTR (being herein individually and collectively called "Beneficiary").

#### I. RECITALS

WHEREAS, reference is made to that certain Credit Agreement of even date herewith (as it may have been and may hereafter be amended, supplemented, assigned, modified and/or restated, the "Credit Agreement"), by and among Trustor, as "Borrower", the other Loan Parties signatory thereto and Beneficiary as Lender (as each is defined in the Credit Agreement), as to the Loan (as defined herein below and in the Credit Agreement), pursuant to which, subject to certain terms and conditions, Beneficiary has agreed to make a certain Loan to the Trustor;

**WHEREAS**, the loans and other extensions of credit from time to time by Beneficiary to Borrower are evidenced by the Credit Agreement and those certain Notes in an aggregate principal amount of \$50,000,000.00;

WHEREAS, Trustor and Beneficiary hereby agree that, as used hereinafter in this Deed of Trust:

The term "Notes" shall mean, collectively, with respect to the Loan, those certain promissory notes as defined in the Credit Agreement in the aggregate principal amount of FIFTY MILLION AND NO/100 DOLLARS (\$50,000,000.00), issued from time to time by Trustor as Borrower to Beneficiary under the Credit Agreement, and any other promissory note issued by Trustor to evidence the obligations of Trustor to repay advances made pursuant to the Credit Agreement, and any extensions, renewals, or amendments to, or replacements or restatements of the foregoing;

The term "Loan" shall mean and include that certain Tranche A Loan (as defined in the Credit Agreement) and that certain Tranche B Loan (as defined in the Credit Agreement) and any extensions, renewals, or amendments to, or replacements or restatements of the foregoing;; and

**WHEREAS**, Trustor has determined that its execution, delivery and performance of the Credit Agreement directly benefit, and are within the company purposes and in the best interests of, Trustor;

WHEREAS, as a condition precedent to the extension of the Loan or other financing by the Beneficiary and pursuant to the Credit Agreement, the Beneficiary required Trustor to, and Trustor was willing to, execute this Deed of Trust securing the payment and performance by Trustor of its Obligations (as defined in the Credit Agreement) and other covenants under the Credit Agreement, the Notes and the other Loan Documents executed by Trustor as Borrower in connection therewith;

WHEREAS, this Deed of Trust is given to secure the prompt payment and the performance in full when due, whether at stated maturity, by acceleration or otherwise (including the payment of amounts which would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)) of all Secured Indebtedness (as hereinafter defined) and also to secure the performance of all Secured Indebtedness herein contained; and

**WHEREAS**, as a condition precedent to the extension of the Secured Indebtedness by the Beneficiary and pursuant to the Credit Agreement, the Beneficiary have required Trustor, and Trustor is willing, to assume and perform all of the obligations under this Deed of Trust securing the payment and performance of all of the Secured Indebtedness.

**NOW, THEREFORE**, in consideration of the foregoing, the parties agree as follows:

#### II. DEFINITIONS

**DEFINITIONS.** All capitalized words and terms used in this Deed of Trust shall have the meanings set forth in the Credit Agreement, unless otherwise defined herein.

#### III. GRANT

In order to secure the repayment of the Secured Indebtedness, Trustor has executed this Deed of Trust and does hereby agree as follows:

TRUSTOR HAS IRREVOCABLY GRANTED, ASSIGNED, BARGAINED, SOLD, CONVEYED, ALIENED, REMISED, RELEASED AND CONFIRMED AND BY THESE PRESENTS DOES HEREBY IRREVOCABLY GRANT, ASSIGN, BARGAIN, SELL, CONVEY, ALIEN, REMISE, RELEASE AND CONFIRM UNTO TRUSTEE, ITS SUCCESSORS AND ASSIGNS, "WITH GENERAL WARRANTY", IN TRUST, WITH POWER OF SALE, AND RIGHT OF ENTRY AND POSSESSION, AND TO THE EXTENT THE SAME CONSTITUTES PERSONAL PROPERTY, TRUSTOR HEREBY GRANTS A SECURITY INTEREST TO TRUSTEE, FOR THE BENEFIT AND SECURITY OF THE BENEFICIARY, THEIR SUCCESSORS, SUCCESSORS-IN-TITLE AND ASSIGNS, FOR THEMSELVES AND THE OTHER SECURED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, ALL RIGHT, TITLE, INTEREST AND ESTATE OF TRUSTOR IN, TO AND UNDER ALL OF THE FOLLOWING DESCRIBED LAND AND INTERESTS IN LAND, ESTATES, EASEMENTS, RIGHTS, IMPROVEMENTS, PERSONAL PROPERTY, FIXTURES AND APPURTENANCES

# (ALL OF WHICH PREMISES IS HEREINAFTER REFERRED TO COLLECTIVELY AS THE "PREMISES"):

- A. All of the estate, right, title and interest in those certain tracts, pieces or parcels of land of which Trustor is now seized and in possession, which are described on <u>Exhibit</u> "A", attached hereto and incorporated herein by reference, such right, title and interest of Trustor in said tracts or parcels of land being hereinafter called the "<u>Land</u>";
- B. All of the estate, right, title, interest, claim and demand whatsoever of Trustor of, in and to the Premises and every part and parcel thereof;
- C. All buildings, structures and improvements now or hereafter located on the Land and owned by Trustor (the "Improvements"), all of which are declared to be a part of the Premises encumbered hereby and shall not be removed from the Premises without the prior written consent of Beneficiary, and all interest of Trustor in and to the streets and roads abutting the Premises to the center lines thereof, the strips and gores within or adjoining the Premises, the air space and right to use said air space above the Premises, all rights of ingress and egress by pedestrians and motor vehicles to parking facilities on or within the Premises, and all easements now or hereafter affecting the Premises, royalties and all rights appertaining to the use and enjoyment of the Premises, including, without limitation, alley, drainage, sewer, mineral, water, oil, gas and hydrocarbons, rights, rights-of-way, vaults, ways, passages, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, licenses, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto and the reversion and reversions, remainder and remainders thereof;
- D. All crops and all trees, whether now located in or on or hereafter planted or growing in or on the Land, and all timber (whether or not merchantable), whether severed or unsevered, including standing and downed timber, and stumps and cut timber remaining on the Land, and any and all logs, timber, lumber, finished or milled lumber, bark, sawdust, logging and milling waste, hog fuel, wood chips, all timber and lumber subject to any manufacturing process, all raw material and work in progress, and all goods, inventory and other timber products, now or hereafter owned or acquired by Trustor or in which Trustor has an interest arising out of, generated by or from, or in any way related to Trustor's business operations conducted on or from the Land, and any and all products or proceeds of any of the foregoing and wherever located (collectively the "Inventory");
- E. All interests of Trustor in all biomass supply agreements, forest management agreements, wood harvesting agreements, log delivery agreements, surface use agreements, and, stumpage contracts, whether now existing or hereinafter entered into by Trustor or any predecessor or successor in interest;
- F. All fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, owned by Trustor, now or hereafter attached to, contained in, used or intended to be incorporated in or used in connection with the Premises or placed on any part thereof, though not attached thereto, including, but not limited to, all building materials, screens, awnings, shades, blinds, curtains, draperies, carpets, rugs,

furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, ovens (microwave, convection and others), refrigerators, freezers, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings, fixtures and articles of personal property all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold or leasehold, as the case may be, and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the Secured Indebtedness (hereinafter defined) secured by this Deed of Trust, and all trade names, trademarks, trade styles, service marks, copyrights, service contracts, computers and computer software, telephone equipment and systems, warranties, guarantees, business and building licenses and permits, architects and engineers plans, blueprints and drawings relating to the Premises (all of the items described in this paragraph F, the "Personal Property");

- G. All leases, master leases, subleases, licenses and other agreements including, but not limited to, recreational, hunting and sporting camp leases, subleases, tenancies and other agreements related to the use or occupancy of all or any portion of the Premises, written or oral, recorded or unrecorded, and all guaranties, amendments, extensions and renewals of any such lease, license or agreement, now or hereafter entered into (collectively, the "Leases") and all rents, receipts, issues, profits, accounts receivable and revenues from time to time accruing of or from Leases or the Premises, the Improvements and the Fixtures (including without limitation all rental payments, tenant security deposits and escrow funds) including, without limitation, the right to receive and collect the rents, issues and profits payable thereunder (the "Rents");
- H. All extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the foregoing, hereafter acquired by, or released to, Trustor, or constructed, assembled or placed by Trustor or by others for Trustor's benefit thereon, and all conversions of the security constituted thereby, which immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further conveyance, assignment or other act by Trustor, shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Trustor and specifically described herein;
- I. All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Trustor in respect of any of the foregoing and all proceeds of the conversion, voluntary or involuntary, of the foregoing or any part thereof into cash or liquidated claims, including, without limitation, proceeds of claims under hazard and title insurance policies and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the foregoing by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any easement therein, including awards for any change of grade of streets; and
- J. All products and proceeds of any of the foregoing including all such proceeds acquired with cash proceeds in whatever form, whether real or personal property and, if personalty, whether such property shall constitute "goods," "accounts," "inventory,"

"equipment," "instruments," "chattel paper," "documents" or "general intangibles," all as defined under Article 9 of the Uniform Commercial Code in effect in the State of Oregon.

PORTIONS OF THE PREMISES ARE GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE PREMISES DESCRIBED IN OR REFERRED TO IN EXHIBIT "A". THIS DEED OF TRUST IS TO BE FILED FOR RECORD OR RECORDED IN THE REAL ESTATE RECORDS OF EACH COUNTY IN WHICH SAID PREMISES OR ANY PORTION THEREOF IS LOCATED. TRUSTOR IS THE OWNER OF A RECORD FEE SIMPLE INTEREST IN THE PREMISES CONCERNED.

TO HAVE AND TO HOLD the Premises and all parts thereof together with the rents, issues, profits and proceeds thereof, hereby granted, or mentioned and intended so to be, with the appurtenances, unto Trustee, its successors and assigns, in Trust with the Power of Sale for the benefit and security of Beneficiary, their respective successors and assigns for the use, benefit and behalf of Beneficiary and the other Secured Parties, their respective successors, successors-in-title and assigns, forever, IN FEE SIMPLE upon the terms and conditions set forth herein.

Trustor represents and warrants that Trustor has good and marketable fee simple title to the Premises, is lawfully seized and possessed of the Premises, and every part thereof, and has good right to grant, convey and assign the Premises, that the Premises are free and clear of all liens, restrictions and encumbrances, except for Permitted Liens (as defined in the Credit Agreement), and that Trustor will warrant and defend generally the title to the Premises against all lawful claims and demands, subject to any easements, restrictions, reservations and other matters heretofore recorded in the records in the county in which the Premises are located and the Permitted Liens. THIS DEED OF TRUST IS INTENDED TO BE A FIRST DEED OF TRUST LIEN ON THE PREMISES.

THIS INSTRUMENT IS A TRUST DEED AND A LINE OF CREDIT INSTRUMENT PURSUANT TO THE LAWS OF THE STATE OF OREGON, and is given as security for the performance of the covenants and agreements contained in this Deed of Trust and among other obligations, the payment and performance of the following:

- (a) All covenants and agreements, "Indebtedness", "Obligations" (as defined in the Credit Agreement), liabilities and other obligations of any kind (including, without limitation, principal, interest, fees, reimbursement obligations, administrative costs and indemnities) of Borrower and Trustor now existing or arising in the future from time to time under or in respect of this Deed of Trust and the Credit Agreement, the Notes, and guaranty agreements, and the other Loan Documents. For purposes of clarification, the Indemnity Agreement Regarding Environmental Matters from Trustor for the benefit of Beneficiary is not secured by this Deed of Trust.
- (b) Any and all other amounts, liabilities, and obligations for which or for the performance of which Trustor or may become indebted or obligated under the terms of this Deed of Trust, the Credit Agreement, the Notes, and the other Loan Documents (as each such term is defined in the Credit Agreement), and any other related documents, instruments, recordings or filings to which the Trustor and Beneficiary are parties (together with all amendments,

supplements, assignments, modifications and/or restatements thereof, collectively the "Loan Documents").

- (c) Certain other indebtedness owing to the Secured Parties and permitted to be secured by this Deed of Trust as more fully set forth in the Credit Agreement and the other Loan Documents and the performance of all other obligations of Trustor under the Credit Agreement and the other Loan Documents.
- (d) Any and all renewals, increases, rearrangements, modifications, supplements, restatements and extensions of the foregoing items of indebtedness and obligations.
- (e) Costs and expenses of collection (including, without limitation, reasonable attorneys' fees and expenses actually incurred), actually incurred by Beneficiary in obtaining performance of, or in collecting any payments due under, the Credit Agreement and the other Loan Documents and commissions, expenses, charges, reimbursement obligations, indemnification obligations, reasonable fees and expenses due and payable to any Secured Party under the Credit Agreement and the other Loan Documents.
- (f) Any and all advances for the payment of taxes and municipal assessments, maintenance charges, insurance premiums, costs incurred for the protection of the Premises or the lien of this Deed of Trust, expenses incurred by Beneficiary or by the Trustee by reason of an Event of Default under this Deed of Trust and advances for erection, construction, alteration and repair of the Premises.

Each and every such indebtedness, liability and obligation of any kind described and included in this Deed of Trust, whether such item is absolute or contingent, due or not due, liquidated or unliquidated, arising under or in connection with the Credit Agreement, the Notes and the other Loan Documents or any of them (including, without limitation, the "Obligations", as defined in the Credit Agreement) is intended to be fully secured by the liens, assignments, and security interests created under and by virtue of this Deed of Trust, and all such items so secured (now or hereafter existing or arising) are hereinafter collectively referred to herein as the "Secured Indebtedness."

PROVIDED ALWAYS, that if the Secured Indebtedness be repaid in full in cash and performed by Trustor to Beneficiary and the other Secured Parties at all times and in the manner stipulated in this Deed of Trust, the Credit Agreement and the other Loan Documents, including any renewals, extensions, modifications or amendments thereof, and the "Tranche A Maturity Date" and "Tranche B Maturity Date" (as each is defined in the Credit Agreement) has occurred, then, subject to the terms of this Deed of Trust and applicable Oregon law, Beneficiary shall deliver to Trustee a request for reconveyance of this Deed of Trust and Trustee shall execute and record a reconveyance of this Deed of Trust, at the sole cost and expense of Trustor.

### IV. GENERAL ASSIGNMENT

4.1 <u>Payment of Indebtedness.</u> Trustor hereby agrees and binds itself to pay the Loan when due without deduction or credit to Beneficiary, their respective successors and assigns, or to the holder or owner of any Secured Indebtedness under and pursuant to the Notes and other Loan

Documents executed and delivered by Trustor to Beneficiary of certain indebtedness owed by Trustor, as Borrower, to Beneficiary according to the Notes, Loan Documents or other evidences of the Secured Indebtedness given to Beneficiary by Trustor, as Borrower, from time to time in connection with the Loan Documents.

- 4.2 <u>Impositions</u>. Trustor shall pay prior to delinquency all general taxes, special taxes, special assessments, water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise (all of the foregoing being herein collectively referred to as "<u>Impositions</u>"), that may be asserted against the Premises or any part thereof or Trustor's interest therein. Provided, however, that Trustor may withhold payment of particular Impositions while contesting them in good faith so long as such withholding does not cause any forfeiture of title.
- 4.3 Payment of Impositions by Trustor. Upon the occurrence and during the continuance of an Event of Default not cured within any applicable notice, grace, or cure period, Beneficiary are hereby authorized to make or advance, in the place and stead of Trustor, any payment relating to Impositions. Beneficiary may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of any Impositions, lien, sale, forfeiture, or related title or claim. Beneficiary are further authorized to make or advance, in place of Trustor, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Section 4.3, whenever, in Beneficiary' judgment and discretion, such advance is necessary to protect the full security intended to be created by this Deed of Trust. All such advances and indebtedness authorized by this Section 4.3 shall constitute Secured Indebtedness and shall be repayable by Trustor upon demand with interest at the Default Rate.
- Insurance. Trustor shall keep the Premises insured against loss or damage by fire and 4.4 such other casualties and risks as the Beneficiary may require from time to time in accordance with the terms of the Credit Agreement. Irrespective of the insurance required and approved by Beneficiary hereunder, the security interest of Beneficiary hereunder shall cover all policies of insurance which insure against loss or damage to the Premises, and the proceeds from any and all such policies required under this Deed of Trust. The insurance shall provide that no cancellation or reduction in coverage thereunder shall be effective unless the insurer first gives Beneficiary thirty (30) days prior written notice. Forthwith upon the issuance of all such policies required under this Deed of Trust, Trustor shall deliver the same to Beneficiary together with evidence satisfactory to Beneficiary that the premiums have been paid. Within thirty (30) days prior to the expiration date of all insurance policies required under this Deed of Trust, Trustor shall deliver to Beneficiary a renewal policy together with evidence satisfactory to Beneficiary that the premium therefor has been paid. In the event of a foreclosure and sale by Beneficiary of the Premises, the purchaser of the Premises shall succeed to all rights of Trustor in and to such policies, including the right to the refund of unearned premiums and to dividends thereunder, and Beneficiary may, at Beneficiary's election, assign and deliver the policies to such purchaser without any warranty or representation, express or implied, and without recourse. In the event of damage to or destruction of the Premises or any part thereof, Beneficiary may adjust, settle or compromise claims under such policies, and the proceeds therefrom shall be paid to Beneficiary in

accordance with the terms of the Credit Agreement. The proceeds of such insurance shall be applied in accordance with the terms of this Deed of Trust and the Credit Agreement.

UNLESS TRUSTOR PROVIDES BENEFICIARY WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY THE CREDIT AGREEMENT, BENEFICIARY MAY PURCHASE INSURANCE AT TRUSTOR'S EXPENSE TO PROTECT LENDER'S INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT TRUSTOR'S INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE BENEFICIARY PURCHASES MAY NOT PAY ANY CLAIM TRUSTOR MAKES OR ANY CLAIM MADE AGAINST TRUSTOR. TRUSTOR MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT TRUSTOR HAS OBTAINED PROPERTY COVERAGE ELSEWHERE.

TRUSTOR IS RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY BENEFICIARY. THE COST OF THIS INSURANCE MAY BE ADDED TO TRUSTOR'S LOAN BALANCE, THE INTEREST RATE ON LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE TRUSTOR'S PRIOR COVERAGE LAPSED OR THE DATE TRUSTOR FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE BENEFICIARY PURCHASES MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE TRUSTOR CAN OBTAIN ON TRUSTOR'S OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

Condemnation and Eminent Domain. Trustor shall give Beneficiary prompt notice of all 4.5 proceedings, instituted or threatened, seeking condemnation or a taking by eminent domain or like process (herein collectively called "Taking"), of all or any part of the Premises or affecting any related easement or appurtenance (including severance of, consequential damage to, or change in grade of streets), and shall deliver to Beneficiary copies of any and all papers served in connection with any such proceeding. Beneficiary (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option to participate in such proceeding and control the same and to be represented therein by counsel of its own choice, and Trustor will deliver, or cause to be delivered to Beneficiary such Deeds of Trust as may be requested by them from time to time to permit such participation or control. In the event of any such Taking, the terms and conditions of the Credit Agreement shall control. Trustor hereby assigns, transfers and sets over unto Beneficiary the entire proceeds of any and all awards and payments resulting from any Taking. In any such event, Beneficiary are hereby authorized to collect and receive from the condemnation authorities all awards and payments (collectively referred to herein as "Awards") and is further authorized to give appropriate receipts and acquaintances. Such award or payment, less the amount of any expenses incurred in litigating, arbitrating, compromising, or settling any claim arising out of a Taking, shall be applied in the same manner as if they were proceeds from a casualty loss covered by insurance in accordance with the Credit Agreement and in accordance with Section 4.6 hereafter.

- Restoration. In the event there shall be a casualty loss or a Taking, and Beneficiary elect or are required to cause the applicable insurance proceeds or Award to be applied to restore, repair or replace the Premises ("Restoration"), Beneficiary shall disburse such insurance proceeds or Award in accordance with disbursement procedures reasonably acceptable to Beneficiary, including, without limitation, such procedures as are customarily utilized by construction Beneficiary to insure the lien free completion of construction projects. No such insurance proceeds or Award shall be disbursed unless the following conditions are satisfied promptly upon the occurrence of the casualty loss or Taking (but in no event later than 60 days following such occurrence):
- (a) Beneficiary shall have received and approved complete plans and specifications for the Restoration;
- (b) Beneficiary shall have received and approved a contract for the work of Restoration with a contractor acceptable to Beneficiary;
- (c) Beneficiary shall have received copies of all permits and approvals required in connection with the Restoration;
- (d) Beneficiary shall be satisfied that the amount of the insurance proceeds or Award actually received (exclusive of the temporary application of insurance proceeds or an Award to repay the Loan and taking into account the ordinary working capital needs of Trustor) are sufficient to pay all costs of the Restoration (as evidenced by a cost estimate prepared by an architect or engineer reasonably acceptable to Beneficiary); and
- (e) Beneficiary shall be satisfied that after the Restoration is completed, the value of the Premises, upon completion of the Restoration, will equal or exceed such value immediately prior to the applicable casualty loss or taking.

## 4.7 Maintenance of Premises. Trustor shall:

- (a) keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims except for Permitted Liens; and
- (b) not make any material alterations in the Premises, except as required by law or municipal ordinance or in the ordinary course of business and except for timber harvesting, silviculture, and other activities permitted under the Loan Documents.

## 4.8 Prohibited Liens; Prohibited Transfers.

- (a) Trustor shall not create, suffer, or permit to be created or filed against the Premises any lien superior or inferior to the lien created by this Deed of Trust except for Permitted Liens.
- (b) Trustor may not sell, lease or convey all or any part of the Premises or any interest therein except in accordance with the terms of the Credit Agreement.

## 4.9 Assignment of Leases and Rents.

- (a) All right, title, and interest of Trustor in and to all Leases and Rents are hereby transferred and assigned simultaneously herewith to Beneficiary. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything to the contrary notwithstanding, that Beneficiary shall not exercise any of the rights or powers conferred upon them by this paragraph until an Event of Default shall exist and be continuing under this Deed of Trust after the expiration of any notice, grace, or cure period.
- (b) Following the occurrence of an Event of Default and during the continuance thereof, after the expiration of any notice, grace, or cure period, (i) Beneficiary shall have the rights and powers as are provided herein, and (ii) Beneficiary without in any way waiving such default, may direct each or any lessee under the Leases and each guarantor thereof to pay all Rents directly to Beneficiary.
- (c) If Trustor, as lessor under any Lease, shall neglect or refuse to perform, observe and keep all of the covenants, provisions and agreements contained in such Lease within reasonable time following demand, then Beneficiary may perform and comply with any such Lease covenants, agreements and provisions. All reasonable costs and expenses incurred by Beneficiary in complying with such covenants, agreements, and provisions shall constitute Secured Indebtedness and shall be payable upon demand with interest payable at the Default Rate (as defined in the Notes).
- (d) Beneficiary shall not be obligated to perform or discharge any obligation, duty or liability under any Lease, and Trustor shall and does hereby agree, except to the extent of Beneficiary' gross negligence or willful misconduct, to indemnify and hold the Beneficiary harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against it by reason of alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in such Lease. Should Beneficiary incur any such liability, loss or damage under any Lease or under or by reason of its assignment to Beneficiary, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall constitute Secured Indebtedness and shall be payable upon demand with interest payable at the Default Rate.

## 4.10 <u>Uniform Commercial Code</u>.

(a) This Deed of Trust constitutes a Security Agreement as that term is used in Uniform Commercial Code in the State of Oregon (the "<u>UCC</u>") with respect to any part of the property which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (including all replacements thereof, additions thereto and substitutions therefor) (collectively, the "<u>Personal Property Collateral</u>"). All of Trustor's right, title and interest in the Personal Property Collateral is hereby assigned to Beneficiary to secure the payment of the Secured Indebtedness.

- (b) At any time after an Event of Default has occurred and shall be continuing after the expiration of any notice, grace, or cure period, Beneficiary shall have the remedies of a secured party under the UCC, including without limitation, the right to take immediate and exclusive possession of the Personal Property Collateral or any part thereof. The remedies of Beneficiary hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the UCC shall not be construed as a waiver of any of the other remedies of the Beneficiary, including having the Personal Property Collateral deemed part of the realty upon any foreclosure so long as any part of the Secured Indebtedness remains unsatisfied.
- (c) This Deed of Trust is intended to be a "fixture filing" for purposes of the UCC with respect to the items of property which are or may become fixtures relating to the Premises upon recording of this Deed of Trust in the real estate records of the proper office. The information contained in this Section 4.10(c) is provided in order that this Deed of Trust shall comply with the requirements of the UCC for Deed of Trusts or deeds of trust to be effective as financing statements filed as a fixture filing. The name of the Debtor is JWTR OREGON, LLC, and the name of the secured party is GENERAL ELECTRIC CAPITAL CORPORATION. The types, or the items, of collateral covered hereby consist of all items of the Personal Property Collateral that constitute fixtures. The mailing addresses of Trustor (debtor) and Beneficiary (secured parties) are set forth in Section 7.1 hereof.
- (d) Trustor hereby directs that Beneficiary shall cause to be recorded in the County in which the Premises are located, as well as with the applicable offices of the State, such financing statements and fixture filings as shall be necessary in order to perfect and preserve the priority of Beneficiary' lien upon the Personal Property Collateral.
- 4.11 <u>Partial Releases</u>. Without notice and without regard to the consideration therefor, Beneficiary may release from the lien created hereby all or any part of the Premises, or release from liability any person obligated to repay any of the Secured Indebtedness, without affecting the liability of any party to any of the Notes, this Deed of Trust, the Credit Agreement or any of the other Loan Documents (including without limitation any guaranty given as additional security) and without in any way affecting the priority of the lien created hereby. Beneficiary may agree with any liable party to extend the time for payment of any part or all of the Secured Indebtedness. Such agreement shall not in any way release or impair the lien created by this Deed of Trust or reduce or modify the liability of any person or entity obligated personally to repay any portion of the Secured Indebtedness, but shall extend the lien created by this Deed of Trust as against the title of all parties having any interest in the Premises.
- 4.12 <u>Reconveyance and Related Actions</u>. Subject to the Credit Agreement, if Trustor shall comply with all the terms, conditions and requirements hereof and the terms and conditions of the Credit Agreement (the terms of which are hereby incorporated herein in full), then upon the full and final satisfaction of all Obligations of Trustor and other Loan Parties to Beneficiary under the Credit Agreement, including without limitation payment in full of the Loan, then, subject to the terms of this Deed of Trust and applicable Oregon law, Beneficiary shall deliver to Trustee a request for reconveyance of this Deed of Trust and Trustee shall execute and record a reconveyance of this Deed of Trust at the sole cost and expense of Trustor. Beneficiary shall

also cause all assignments of rents and Uniform Commercial Code Financing Statements relating to this Deed of Trust and the indebtedness secured hereby to be released of record.

4.13 <u>Further Assurances</u>. Trustor agrees that, upon the request of Beneficiary from time to time, it will, at Trustor's sole cost and expense, execute, acknowledge and deliver all such additional Deeds of Trust and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Deed of Trust. In the event that Trustor shall fail to do any of the foregoing, either Beneficiary may, in its sole discretion, do so in the name of Trustor, and Trustor hereby appoints each Beneficiary as its attorney-in-fact to do any of the foregoing.

## 4.14 [Intentionally Omitted]

- 4.15 <u>Subrogation</u>. Beneficiary shall be subrogated to all right, title, equity, liens and claims of all persons to whom each Beneficiary has paid or pays money in settlement of claims, liens, encumbrances or charges or in the acquisition of any right or title for each Beneficiary's benefit under this Deed of Trust or for the benefit and account of Trustor.
- 4.16 <u>Inspection</u>. Subject to the Credit Agreement, Trustor shall permit any person designated by Beneficiary to visit and inspect the Premises, to examine the books of account and other records of Trustor with respect to the Premises, and to discuss the affairs, finances and accounts of Trustor with and to be advised as to the same by Trustor or a knowledgeable and duly authorized representative of Trustor, all at such reasonable times and intervals as Beneficiary may reasonably desire and upon reasonable notice.
- Leases and Timber Contracts Affecting Premises. Trustor shall comply in all material respects with and observe its obligations as landlord under all Leases and its obligations under all contracts for sale and harvesting of timber affecting the Premises or any part thereof. If requested by Beneficiary, Trustor shall furnish Beneficiary with executed copies of all Leases, stumpage contracts, and other timber contracts now or hereafter created with respect to all or any part of the Premises. Except to the extent expressly permitted under and pursuant to the terms and provisions of the Credit Agreement, Trustor shall not accept payment of Rent or other similar consideration more than one year in advance or payments for the sale or harvesting of timber more than three (3) months in advance of the due date for such payment without the express written consent of Beneficiary, which consent shall not be unreasonably withheld. To the extent provided herein, in the Credit Agreement, and in the other Loan Documents, Trustor assigns to Beneficiary, and provides a security interest in, as additional security any and all such Leases, forest management agreement, surface use agreements, stumpage contracts, log delivery agreements, and other timber contracts whether now existing or hereafter created, including, without limitation, all Rents, royalties, issues, and profits of the premises from time to time accruing. Except to the extent expressly permitted under and pursuant to the terms and provisions of the Credit Agreement, Trustor shall not amend, terminate, modify, assign or release any of the forest management agreement, surface use agreements, stumpage contracts, log delivery agreements or other timber contracts without Beneficiary's prior written consent, which consent shall not be unreasonably withheld. Leases shall be managed in accordance with the terms and provisions of the Credit Agreement.

- 4.18 Restrictive Uses. Trustor shall not initiate, join in, or consent to any change in the current use of the Premises or in any zoning ordinance, private restrictive covenant, assessment proceedings or other public or private restriction limiting or restricting the uses that may be made of the Premises or any part thereof or any timber harvesting operations thereon without the prior written consent of Beneficiary except such changes as are (a) permitted under this Deed of Trust, the Credit Agreement, or any other Loan Documents or (b) not reasonably expected to have a Material Adverse Effect.
- Authorizations. Trustor hereby agrees not to amend, supplement, cancel, surrender, allow to expire, terminate, release or waive any material authorization or any provision thereof. issued to it and required for the use, occupancy, operation, management, repair or maintenance of Premises or for the management, cutting, harvesting, milling or other disposition of the Inventory, or permit any of the foregoing without the prior written consent of Beneficiary if such action is reasonably likely to have a Material Adverse Effect. Consent to one amendment, supplement, cancellation, surrender, expiration, termination, release or waiver shall not be deemed to be a waiver of the right to require consent to other, further or successive amendments. supplements, cancellations, surrenders, expirations, terminations, releases or waivers. Any such amendment, supplement, cancellation, surrender, expiration, termination, release or waiver, whether oral or in writing, made without the prior written consent of Beneficiary shall, to the extent permitted by law, not be valid or effective against Beneficiary. Trustor shall not take any action or omit to take any action which would adversely affect, or permit the suspension. expiration, termination, non-renewal or revocation, of any material authorizations if the same is reasonably likely to have a Material Adverse Effect. Promptly after becoming aware thereof. Trustor shall promptly notify Beneficiary in writing of any default or alleged default by Trustor under any such authorization or the commencement of any investigations, hearings or proceedings that specifically involve any such authorization and could lead to modification, suspension, termination, nonrenewal or revocation of any such authorization. Trustor shall also promptly deliver to Beneficiary copies of all notices, demands, complaints or other communications received or given by it with respect to any such default or alleged default or such investigation, hearing or proceeding.
- 4.20 <u>Leasing</u>. Trustor will manage the Leases in accordance with terms and provisions of the Credit Agreement. Without limitation, the entering into of any Leases of or relating to all or any part of the Premises shall be subject to, and governed by, any applicable terms and provisions of the Credit Agreement.

## V. EVENT OF DEFAULT AND REMEDIES

- 5.1 <u>Event of Default</u>. The occurrence of an "<u>Event of Default</u>" as such term is defined in the Credit Agreement, shall constitute an "Event of Default" under this Deed of Trust.
- 5.2 <u>Foreclosure and Sale</u>. If an Event of Default has occurred and is continuing beyond any applicable notice, grace or cure period, Beneficiary may, at their election and either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Notes, any guaranty agreements, or the performance of any term, covenant, condition or

agreement of Trustor under any of the Loan Documents; (b) foreclose the lien hereof judicially, in the same manner as a mortgage, or specifically enforce any of the covenants hereof or cause Trustee to foreclose this Deed of Trust by power of sale; (c) secure the appointment of a receiver for the Premises; and/or (d) exercise their respective rights under Section 4.10 herein above with respect to all or any portion of the Personal Property Collateral in accordance with the provisions of the UCC; provided Trustee or Beneficiary shall have no obligation to clean up or otherwise prepare such Personal Property Collateral for sale nor marshal any Personal Property Collateral in favor of Trustor or any other secured party; and/or (d) pursue any other right or remedy available to Trustee and/or Beneficiary under or by the law and decisions of the State in which the Premises is located. Trustee or Beneficiary may comply with any applicable state or federal law requirements in connection with a disposition of the Personal Property Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Personal Property Collateral.

Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and such Loan Documents and such receipts and evidence of expenditures made and secured hereby as Trustee may require. Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of Event of Default and election to sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of Event of Default and after notice of sale having been given as required by law, sell the Premises at the time and place of sale fixed by it in said notice of sale, either as a whole, or in separate lots or parcels or items as Beneficiary shall determine, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person other than Trustee including, without limitation, Trustor, Beneficiary or any of the Secured Parties, may purchase at such sale. After deducting all reasonable and actual costs, fees and expenses of Trustee and of the trust created herein, including reasonable costs of evidence of title in connection with sale, Trustee, on behalf of Beneficiary or their respective assigns, shall apply the proceeds of sale to the Secured Indebtedness in such manner as provided in Section 5.11 herein below. Trustee may postpone sale of all or any portion of the Premises by public announcement at such time and place of sale or in such other manner as is permitted by law, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale or in such other manner as is permitted by law, and with such notice as is required by law, or without further notice if not such notice is required by law, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale. The power of sale under this Deed of Trust shall not be exhausted by any one or more sales (or attempts to sell) as to all or any portion of the Premises remaining unsold, but shall continue unimpaired until all of the Premises has been sold by exercise of the power of sale herein contained and the entire Secured Indebtedness has been paid in full. Notwithstanding any statute or rule of law to the contrary, the failure to join any tenant or tenants of the Premises as party defendant or defendants in any foreclosure action or the failure of any such order or judgment to foreclose their rights shall not be asserted by Trustor as

a defense in any civil action instituted to collect (y) the Secured Indebtedness, or any part thereof or (z) any deficiency remaining unpaid after foreclosure and sale of the Premises.

Trustor agrees that in case of a sale, as herein provided, Trustor or any person in possession under Trustor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Beneficiary or Trustee may have at law or in equity; Trustor agrees that in the event a foreclosure hereunder should be commenced by Trustee, or his substitute or successor, Beneficiary may at any time before the sale of the Premises direct Trustee to abandon the sale, and may then institute suit for the collection of the Secured Indebtedness, and for the foreclosure of this Deed of Trust; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust, that it may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee, his substitute or successor to sell the Premises in accordance with the provisions of this Deed of Trust.

Beneficiary may, at their election, exercise any or all of the remedies available to a secured party under the applicable Uniform Commercial Code, including but not limited to, delivery to Trustee of a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Premises to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Premises is located.

- Remedies Cumulative and Non-Waiver. No remedy or right of Beneficiary hereunder or under the Credit Agreement or any of the Loan Documents or otherwise, or available under applicable law, shall be exclusive of any other right or remedy. Each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on the occurrence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any grace period. Every remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by Beneficiary. All obligations of the Trustor, and all rights, powers and remedies of Beneficiary shall be in addition to, and not in limitation of, those provided by law or in the Credit Agreement or contained in any of the Loan Documents or any other written agreement or Deed of Trust relating to any of the Secured Indebtedness or any security therefor.
- 5.4 Expenses. In any proceeding to foreclose or partially foreclose the lien of this Deed of Trust, there shall be allowed and included, as additional indebtedness in the judgment or decree resulting therefrom, all expenses paid or incurred by or on behalf of Beneficiary in the protection of the Premises and the exercise of Beneficiary' rights and remedies hereunder, which expenses may be estimated as to items to be expended after entry of any judgment or decree of foreclosure. Such expenses shall include: reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, survey costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance

policies, and any similar data and assurances with respect to title to the Premises as Beneficiary may deem reasonably necessary either to prosecute any such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of all or any portion of the Premises. All such expenses shall be due and payable by Trustor upon demand with interest thereon at the Default Rate.

Beneficiary' Performance of Trustor's Obligations. Following the occurrence of an 5.5 Event of Default and during the continuance thereof not cured within any applicable notice, grace or cure period. Beneficiary, either before or after acceleration of the Secured Indebtedness or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to (a) make any payment or perform any act herein, in the Credit Agreement or any other Financing Document which is required of Trustor (whether or not Trustor is personally liable therefor) in any form and manner deemed expedient to Beneficiary; (b) make full or partial payments of principal or interest on any permitted prior deed of trust or encumbrance and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises, or contest any Impositions; and (c) complete construction, furnishing and equipping of the Improvements upon the Premises and rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and Improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, shall constitute Secured Indebtedness, and shall become due and payable upon demand and with interest thereon at the Default Rate. Beneficiary, in making any payment hereby authorized: (x) for the payment of Impositions, may do so according to any bill or statement, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (y) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim or lien which may be asserted; or (z) for the completion of construction, furnishing or equipping of the Improvements or the Premises or the rental, operation or management of the Premises or the payment of operating cost and expenses thereof, may do so in such amounts and to such persons as such Beneficiary may deem appropriate and may enter into such contracts therefor as Beneficiary may deem appropriate or may perform the same themselves.

## 5.6 [Intentionally Omitted]

Application of Income Received by Beneficiary. Beneficiary, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Beneficiary may determine: (i) to the payment of the operating expenses of the Premises including cost of management thereof, established claims for damages, if any, and premiums on insurance hereinabove authorized; (ii) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and (iii) to all other items which may under the terms hereof constitute Secured Indebtedness additional to that evidenced by the Notes and Credit Agreement, with interest thereon as provided herein or in the other Loan Documents.

- Appointment of Receiver. If an Event of Default has occurred and is continuing after the expiration of any applicable notice, grace, or cure period, Beneficiary may, at their election and by themselves or any nominees or assignees, or an officer appointed by judgment of foreclosure, make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Trustor or regard to the adequacy of the Premises for the repayment of the Secured Indebtedness, the appointment of a receiver of the Premises, and Trustor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Premises upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 5.7. Beneficiary shall also have the right to seek appointment of a general receiver for Trustor if permitted by law.
- 5.9 <u>Beneficiary' Agents</u>. Beneficiary may appoint or delegate any one or more entities or persons as agent to perform any act or acts necessary or incident to any sale held by Beneficiary, including the posting of notices and conduct of sale, but in the name and behalf of Beneficiary.
- Rescission of Notice of Default. Beneficiary may from time to time rescind any notice of default or notice of sale before any foreclosure sale by executing and delivering to an officer appointed by a judgment of foreclosure to sell the Premises (if any has then been appointed) a written notice of such rescission, which such notice, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustor, other declarations or notices of default to satisfy the obligations of this Deed of Trust or the obligations secured hereby, nor otherwise affect any provision, covenant or condition of any Financing Document or any of the rights, obligations or remedies the Beneficiary hereunder or thereunder.
- Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority, except to the extent otherwise required by applicable law: first, to all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 5.4 hereof; second, to all other items which may under the terms hereof constitute Secured Indebtedness additional to that evidenced by the Credit Agreement and the Notes, with interest thereon as provided herein or in the other Loan Documents; third, to all amounts owing under the Credit Agreement and the other Loan Documents; and fourth, any surplus to Trustor, its successors or assigns, as their rights may appear or to any other party legally entitled thereto.
- Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in repairing, restoring, replacing or rebuilding any portion of the Premises, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In case of the foreclosure of this Deed of Trust, the court in its judgment may provide that the judgment creditor may cause a new or additional loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor; and any such foreclosure judgment may further provide, unless the right of redemption has been waived, that in case of redemption under said judgment, then, and in every such case, the redemptory may cause the preceding loss clause attached to

each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptory.

- 5.13 Waiver of Statutory Rights. Trustor shall not apply for or avail itself of any appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws." now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, and Trustor hereby waives the benefit of such laws. Trustor, for itself and all who may claim through or under it, waives any and all rights to have the Premises and estates comprising the Premises marshaled upon any foreclosure of the lien of this Deed of Trust, and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold in its entirety. Trustor further waives any and all rights of redemption from foreclosure and from sale under any order or decree of foreclosure of the lien created by this Deed of Trust, for itself and on behalf of: (i) any trust estate of which the Premises are a part; (ii) all beneficially interested persons; (iii) each and every person acquiring any interest in the Premises or title to the Premises subsequent to the date of this Deed of Trust; and (iv) all other persons to the extent permitted by the provisions of laws of the State in which the Premises are located.
- 5.14 <u>Effect of Judgment</u>. The obtaining of any judgment by Beneficiary and any levy of any execution under any judgment upon the Premises shall not affect in any manner or to any extent the lien of this Deed of Trust upon the Premises or any part thereof, or any liens, powers, rights and remedies of Beneficiary hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.
- 5.15 Request for Notice. Trustor hereby requests a copy of any notice of default and requests that any notice of sale hereunder be mailed to Trustor at the address referenced in Section 6.1 hereof. Otherwise, except as otherwise required by law, Beneficiary are not under any obligation to notify any person or entity of any action or proceeding of any kind in which Trustor or Beneficiary shall be parties, unless brought by Beneficiary, or of any pending sale under any other Deed of Trust.

## VI. PARTICULAR PROVISIONS

- 6.1 [Intentionally Omitted]
- 6.2 [Intentionally Omitted]
- 6.3 Appointment of Successor Trustee. Beneficiary shall at any time have the irrevocable right to remove Trustee herein named without notice or cause and to appoint its successor by an instrument in writing, as authorized by Oregon law and in such form as to entitle such written instrument to be recorded in the county and state in which the Premises is located. In the event of the incapacity or resignation of the Trustee herein named, Beneficiary shall have the right to appoint Trustee's successor by such written instrument. Any Trustee so appointed shall be vested with the title to the Premises and shall possess all the powers, duties and obligations herein conferred on Trustee in the same manner and to the same extent as though it were named herein as Trustee.

- 6.4 <u>Trustee Provisions</u>. Trustee accepts the trust hereunder but only upon the terms and conditions hereof, to all of which Trustor and Beneficiary (by its acceptance hereof) agree:
- (a) Duties of the Trustee. Trustee undertakes by such acceptance, for the benefit of Beneficiary, to take such action from time to time for the protection and enforcement of rights of Beneficiary under this Deed of Trust as may be necessary or appropriate in the interests of Beneficiary, provided that:
- (i) Trustee shall not be obligated to take any action hereunder which might in its sole judgment involve Trustee in any expense or liability unless Trustee shall have been furnished with reasonable indemnity;
- (ii) Unless and until an Event of Default shall have occurred, Trustee shall not be obligated to take any action hereunder except for the performance of such duties as are specifically set forth in this Deed of Trust called to Trustee's attention by Beneficiary and as may be requested from time to time in writing by Beneficiary;
- (iii) Trustee shall not be deemed to have notice of existence of any Event of Default hereunder or the occurrence or existence of any other event or condition that may affect Trustee's obligation to act or refrain from acting, unless notified hereof in writing by Beneficiary;
- (iv) If an Event of Default shall have occurred, Trustee shall exercise such rights, powers and remedies (whether vested in Trustee by this Deed of Trust or at law or in equity or by statute or otherwise) for the protection and enforcement of Trustee's rights and the rights of Beneficiary under this Deed of Trust as Trustee may be directed in writing to exercise by Beneficiary;
- (v) Trustee may at any time request written instructions from Beneficiary with respect to the interpretation of this Deed of Trust or action to be taken or suffered or not taken hereunder and may refrain from taking any action under this Deed of Trust until Trustee shall have received such written instructions from Beneficiary, and upon receipt of such written instructions, Trustee shall be entitled to rely conclusively thereon, and shall be relieved of any liability whatsoever as a result of acting or refraining from acting in accordance with such instructions, provided that if in Trustee's sole judgment such action or refraining from action might involve Trustee in any expense or liability for which Trustee shall not have been adequately indemnified by Beneficiary, Trustee shall be entitled to petition a court of competent jurisdiction for the purpose of obtaining a declaration of Trustee's rights and duties under this Deed of Trust; and
- (vi) Trustee shall be protected in acting upon any notice, consent, demand, statement, note or other paper or document believed by Trustee to be genuine and to have been signed by the party or parties purporting to sign the same. Trustee shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which Trustee may do or refrain from doing in good faith, nor generally shall Trustee have any accountability hereunder except for Trustee's willful default or gross negligence, nor for any action taken or suffered or not taken in accordance with the written

request or instructions of Beneficiary.

(b) <u>Implied Duties of Trustee</u>. No implied covenants or duties against Trustee shall be read into this Deed of Trust, but the duties and obligations of Trustee to Trustor and Beneficiary and to all others shall be determined solely by the express provisions of this Deed of Trust.

## VII. MISCELLANEOUS

7.1 <u>Notices</u>. Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, or sent by United States mail and shall be deemed to have been given when delivered in person, upon receipt of telecopy or four business days after depositing it in the United States mail, registered or certified, with postage prepaid and properly addressed as follows:

Notices shall be addressed as follows:

## A. <u>If to Trustor, at:</u>

JWTR Oregon, LLC 6400 Highway 66, Klamath Falls, Oregon 97601

### B. If to Trustee, at:

Chicago Title Insurance Company 1211 SW 5<sup>th</sup> Ave., Suite 2150 Portland, Oregon 97204

## C. If to Beneficiary, at:

General Electric Capital Corporation 201 Merritt 7 Norwalk, CT 06851 Attn: Account Manager - JWTR

Kilpatrick Stockton LLP 3737 Glenwood Avenue Suite 400 Raleigh, NC 27612 Attn: Hilary P. Jordan, Esq.

7.2 <u>Time of Essence</u>. Time is of the essence of this Deed of Trust.

- 7.3 <u>Covenants Run with Premises</u>. All of the covenants of this Deed of Trust shall run with the land constituting the Premises.
- 7.4 <u>Governing Law</u>. THIS DEED OF TRUST SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF OREGON (INCLUDING RIGHTS TO A DEFICIENCY AFTER JUDICIAL OR NONJUDICIAL FORECLOSURE).
- 7.5 <u>Severability</u>. If any provision of this Deed of Trust, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Deed of Trust shall be construed as if such invalid part were never included.
- 7.6 <u>Non-Waiver</u>. Unless expressly provided in this Deed of Trust to the contrary, no consent or waiver, express or implied, by any party, to or of any breach or default by any other party shall be deemed a consent to or waiver of the performance by such defaulting party of any other obligations or the performance by any other party of the same, or of any other, obligations.
- 7.7 <u>Headings.</u> The headings of sections and paragraphs in this Deed of Trust are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions.
- 7.8 <u>Grammar</u>. As used in this Deed of Trust, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.
- 7.9 <u>Successors and Assigns</u>. This Deed of Trust shall be binding upon Trustor, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Trustor, provided that Trustor may not assign any of its rights, duties or obligations hereunder except as permitted by the Credit Agreement.
- 7.10 <u>Counterparts</u>. This Deed of Trust Agreement may be executed in multiple counterparts to be recorded in each county in which a portion of the Premises is located, each of which shall constitute an original, but all of which shall constitute one document.
- 7.11 <u>Mortgagee in Possession</u>. Nothing contained in this Deed of Trust shall be construed as constituting Beneficiary to be a mortgagee in possession in the absence of the actual taking of possession of the Premises.
- 7.12 <u>Incorporation of Credit Agreement; No Conflicts</u>. The terms of the Credit Agreement are incorporated by reference herein as though set forth in full detail. In the event of any conflict between the terms and provisions of Section 4.10 hereof and that certain Security Agreement, dated as of the date hereof among Trustor, certain affiliates of Trustor in favor of Beneficiary, as amended, supplemented, restated or otherwise modified from time to time (the "Security Agreement"), the terms and provisions of the Security Agreement shall control; in the event of a conflict between any other term or provision of this Deed of Trust or the Credit Agreement, the terms and provisions of the Credit Agreement shall control.

- 7.13 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Deed of Trust. In the event an ambiguity or question of intent or interpretation arises, this Deed of Trust shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Deed of Trust.
- 7.14 Secured Indebtedness to Include Judgments; Other Collateral. The term "Secured Indebtedness" as defined in this Deed of Trust shall include, without limitation, any judgment(s) or final decree(s) rendered to collect any money obligations of Trustor to Beneficiary and/or the Secured Parties and/or to enforce the performance or collection of all rights, remedies, obligations, covenants, agreements, conditions, indemnities, representations, warranties, and other liabilities of the Trustor under this Deed of Trust or any or all of the other Loan Documents. The obtaining of any judgment by Beneficiary and/or the other Secured Parties (other than a judgment foreclosing this Deed of Trust) and any levy of any execution under any such judgment upon the Premises shall not affect in any manner or to any extent the lien of this Deed of Trust upon the Premises or any part thereof, or any liens, powers, rights and remedies of Beneficiary and/or the Secured Parties hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied. Furthermore, Trustor acknowledges and agrees that the Secured Indebtedness is secured by the Premises and various other collateral at the time of execution of this Deed of Trust. Trustor specifically acknowledges and agrees that the Premises, in and of itself, if foreclosed or realized upon may not be sufficient to satisfy the outstanding amount of the Secured Indebtedness. Accordingly, Trustor acknowledges that in such case it is in Trustor's contemplation that the other collateral pledged to secure the Secured Indebtedness may be pursued by Beneficiary in separate proceedings in the various states and counties where such collateral may be located and additionally that Trustor will remain liable for any deficiency judgments in addition to any amounts Beneficiary and/or the other Secured Parties may realize on sales of other property or any other collateral given as security for the Secured Indebtedness. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Deed of Trust, that the Secured Indebtedness shall not be deemed merged into any judgment of foreclosure, but shall rather remain outstanding to the fullest extent permitted by applicable law.

#### 7.15 [Intentionally Omitted]

Multisite Real Estate Transaction. Trustor acknowledges that this Deed of Trust is one of a number of other deeds of trust, Deed of Trusts, and other security documents that secure the Obligations. Trustor agrees that the lien of this Deed of Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Beneficiary, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Beneficiary of any security for or guarantees of any of the Obligations hereby secured, or by any failure, neglect or omission on the part of Beneficiary to realize upon or protect any Obligation or Indebtedness hereby secured or any collateral security therefor including the other deeds of trust, Deed of Trusts and other security documents. The lien and security title hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Obligations secured or of any of the collateral security therefor, including the other deeds of

trust, Deed of Trusts and other security documents or of any guarantee thereof, and Beneficiary may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the other deeds of trust, Deed of Trusts and other security documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Beneficiary's rights and remedies under any or all of the other deeds of trust, Deed of Trusts and other security documents shall not in any manner impair the indebtedness hereby secured or the lien of this Deed of Trust and any exercise of the rights or remedies of Beneficiary hereunder shall not impair the lien of any of the other deeds of trust, Deed of Trusts and other security documents or any of Beneficiary's rights and remedies thereunder. Trustor specifically consents and agrees that the Beneficiary may exercise their respective rights and remedies hereunder and under the other deeds of trust, Deed of Trusts and other security documents separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

7.17 Cross Collateralization; Cross Default, Trustor acknowledges that the Secured Indebtedness is secured by, among other things, this Deed of Trust together with additional deeds of trust, deeds of trust or similar security Deed of Trusts, as the case may be, and as the same may have been and may be hereafter be amended, all as more specifically set forth in the Credit Agreement and Financing Documents (together with their respective assignments of leases and rents and other documents securing or evidencing the Secured Indebtedness (the "Additional Security Deed of Trusts") and encumbering the additional properties (the "Additional Properties"), all as more specifically set forth in the Credit Agreement. Upon the occurrence of an Event of Default not cured within any applicable notice, grace, or cure period, Beneficiary shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Deed of Trust and any or all of the Additional Security Deed of Trusts whether by court action, power of sale or otherwise, under any applicable provision of law, for all of the Secured Indebtedness or the portion of the Secured Indebtedness allocated to the land and premises in the Credit Agreement, and the lien and the security interest created by the Additional Security Deed of Trusts shall continue in full force and effect without loss of priority as a lien and security interest securing the payment of that portion of the Secured Indebtedness then due and payable but still outstanding. Trustor acknowledges and agrees that the land and premises and the Additional Properties are located in one or more states and counties, and therefore, Beneficiary shall be permitted to enforce payment of the Secured Indebtedness and the performance of any term, covenant or condition of this Deed of Trust, the Credit Agreement, the Financing Documents, or the Additional Security Deed of Trusts and exercise any and all rights and remedies under this Deed of Trust, the Credit Agreement, the Financing Documents or the Additional Security Deed of Trusts, or as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Beneficiary, in its sole discretion, in any one or more of the States or counties in which the land and premises or any Additional Properties are located. Neither the acceptance of this Deed of Trust, the Credit Agreement, the Financing Documents or the Additional Security Deed of Trusts nor the enforcement thereof in any one state or county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of this Deed of Trust, the Credit Agreement, the Financing Documents or any Additional Security Deed of Trusts through one or more additional proceedings in that state or county or in any other state or county. Any and all sums received by

Beneficiary under this Deed of Trust and the Credit Agreement shall be applied to the Secured Indebtedness in the order set forth in the Credit Agreement.

TRUSTOR HEREBY CONSENTS AND AGREES THAT TO THE 7.18 Venue. EXTENT PERMITTED BY LAW, THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN TRUSTOR AND BENEFICIARY PERTAINING TO THIS DEED OF TRUST OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS DEED OF TRUST; PROVIDED, THAT BENEFICIARY AND TRUSTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF THE STATE OF OREGON; PROVIDED FURTHER, THAT NOTHING IN THIS DEED OF TRUST SHALL BE DEEMED OR OPERATE TO PRECLUDE BENEFICIARY FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE OBLIGATIONS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR BENEFICIARY: AND **FURTHER** PROVIDED, THAT ALL ACTIONS PROCEEDINGS ARISING OUT OF OR RELATING TO THE CREATION. PERFECTION AND ENFORCEMENT OF THE LIEN CREATED BY THIS DEED OF TRUST SHALL BE LITIGATED IN THE STATE OF OREGON. EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND TRUSTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK PERSONAL JURISDICTION, IMPROPER VENUE OR **FORUM** CONVENIENS.

Jury Trial Waiver. BECAUSE DISPUTES ARISING IN CONNECTION WITH **FINANCIAL TRANSACTIONS** ARE MOST **QUICKLY** ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, TRUSTOR, AND BY ITS ACCEPTANCE OF THIS DEED OF TRUST, BENEFICIARY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN BENEFICIARY AND TRUSTOR ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP, COURSE OF DEALINGS OR COURSE OF CONDUCT ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS DEED OF TRUST OR THE TRANSACTIONS RELATED THERETO. TRUSTOR AND BENEFICIARY ACKNOWLEDGES THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING AND

# ACCEPTANCE OF THIS DEED OF TRUST AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL.

- 7.20 [Intentionally Omitted]
- 7.21 [Intentionally Omitted]
- 7.22 <u>Compliance with Applicable Law</u>. Anything elsewhere herein contained to the contrary notwithstanding:
- (a) In the event that any provision in this Deed of Trust shall be inconsistent with any provision of Oregon law regarding judicial or nonjudicial foreclosure, exercise of an assignment of rents and receivership (the "Oregon Foreclosure Law"), the provisions of the Oregon Foreclosure Law shall take precedence over the provisions of this Deed of Trust, but shall not invalidate or render unenforceable any other provision of this Deed of Trust that can be construed in a manner consistent with Oregon Foreclosure law; and
- (b) If any provision of this Deed of Trust shall grant to Beneficiary or a receiver appointed pursuant to the provisions of this Deed of Trust, any rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the rights that would otherwise be vested in Beneficiary or such receiver under the Oregon Foreclosure Law in the absence of said provision, Beneficiary and such receiver shall be vested with the rights granted under the Oregon Foreclosure Law to the full extent permitted by law.

THIS INSTRUMENT WILL NOT ALLOW THE USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING THE FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

UNDER **OREGON** LAW, **MOST** AGREEMENTS, **PROMISES** AND COMMITMENTS **BENEFICIARY** MADE BY AFTER OCTOBER 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY **BORROWER'S** THE RESIDENCE **MUST**  $\mathbf{BE}$ IN WRITING, **EXPRESS** CONSIDERATION AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.

Trustor acknowledges receipt of a copy of this instrument at the time of execution thereof.

[THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Trustor has duly signed and delivered this Deed of Trust as of the date first above written.

TRUSTOR:

JWTR OREGON, LL

By: JWTR, LLQ, its Manager

Name: Thomas C. Ludlau

Its! Vice President

STATE OF

COUNTY OF KLAN AH

On the day of March, 2010, before me, the undersigned, personally appeared Thomas C. Ludlow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who executed the within instrument in his capacity as the Vice President of JWTR, LLC, Manager of JWTR OREGON, LLC, the limited liability company that executed the within instrument, and acknowledged to me that he executed the same in the capacity therein stated and that he was duly authorized to do.

OFFICIAL SEAL
KRISTI L REDD
NOTARY PUBLIC- OREGON
COMMISSION NO. 421742
MY COMMISSION EXPIRES NOV 16, 2011

Notary Public State of O

Residing at:

Originally Qualified in the County of

My commission expires:

### EXHIBIT A

## **Legal Description of Premises**

## Located in the Counties of Jackson, Klamath and Lake, State of Oregon

## IN THE COUNTY OF KLAMATH, STATE OF OREGON, AS FOLLOWS:

#### YAINAX BUTTE

#### PARCEL 1

Section 1 - Government Lots 1, 2, 6 and 8, S1/2 NE1/4, SE1/4, SE1/4 SW1/4

Section 2 – Government Lot 9

Section 11 - Government Lots 1, 2, 3, 4, 5 and 6, SE1/4 NE1/4, E1/2 SE1/4, SW1/4 SE1/4

Section 12 - All

Section 13 - NE1/4, NE1/4 NW1/4, S1/2 NW1/4, S1/2

Section 14 - N1/2 NE1/4, SW1/4 NE1/4, NW1/4, N1/2 SW1/4, SE1/4 SW1/4, SE1/4

Section 15 - NE1/4, NE1/4 NW1/4, S1/2 NW1/4, S1/2

Section 16 - All

Section 17 - All

Section 20 - N1/2 NE1/4, SE1/4 NE1/4, NW1/4, S1/2

Section 21 - NE1/4 SW1/4, S1/2 SW1/4, SE1/4 SE1/4

Section 22 - W1/2, N1/2 SE1/4, SW1/4 SE1/4

Section 23 - E1/2 NW1/4, N1/2 NE1/4

Section 24 - NW1/4, E1/2 NE1/4, N1/2 SE1/4, E1/2 SW1/4

Section 28 - S1/2, E1/2 NE1/4, NE1/4 NW1/4

Section 29 - All

Section 30 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 31 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 32 - N1/2 NW1/4, NE1/4, NE1/4 SE1/4, SW1/4 SE1/4, S1/2 SW1/4, NW1/4 SW1/4

Section 33 - SE1/4, N1/2 SW1/4, NW1/4

All being in Township 37 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

Section 5 - W1/2 SE1/4, Government Lot 4, SW1/4 NW1/4, W1/2 SW1/4

Section 6 - Government Lots 3, 4, 5, 6 and 7, SE1/4 NW1/4, SW1/4 NE1/4, SE1/4, E1/2 SW1/4

Section 7 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 8 - NW1/4 NE1/4, N1/2 NW1/4, SW1/4, W1/2 SE1/4, SE1/4 SE1/4

Section 9 - W1/2 SW1/4, SE1/4 SW1/4

Section 14 – A strip of land 100 feet in width, being 50 feet on each side of the following described center line, to wit:

Beginning at a point on the Section line between Sections 14 and 23, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, which is 1,006 feet East of the

corner common to Sections 14, 15, 22 and 23, aforesaid Township and Range; thence Northerly along a 7° curve to the right 300 feet; thence North 23° 30' East 700 feet; thence along a 5° curve to the right 400 feet; thence North 43° 30' East 500 feet; thence along a 5° curve to the left 850 feet; thence North 1° East 750 feet; thence along a 5° curve to the right 200 feet; thence North 11° East 667 feet to a point on the South line of the NE1/4 of the NW1/4 of said Section 14, aforesaid Township and Range.

That portion of the SE1/4 of the NW1/4 and the NE1/4 of the SW1/4 of Section 14, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Easterly line of the right of way of the Pelican Bay Lumber Company's logging railroad North of the road across the Pole Creek field and opposite Engineer's Station 0.00 in the NE1/4 of the SW1/4 of Section 14, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon; thence Northerly along the Easterly line of the right of way of the said logging railroad, 625.8 feet; thence Easterly at right angles to the center line of the said logging railroad 208.6 feet; thence Southerly parallel with the right of way of said logging railroad 625.8 feet; thence Westerly at right angles to the center line of said logging railroad 208.6 feet to the point of beginning.

Section 17 – All

Section 18 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, W1/2 E1/2, SE1/4 NE1/4, E1/2 SE1/4

Section 19 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 20 - N1/2, SW1/4, W1/2 SE1/4

Section 21 – W1/2 NW1/4

Section 29 – NW1/4, W1/2 NE1/4

Section 30 - Government Lot 1, E1/2 NW1/4, N1/2 NE1/4, SE1/4 NE1/4

All being in Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3

A strip of land 66 feet in width upon, over, and across the SW1/4 of NW1/4 and the W1/2 of SW1/4 of Section 2, the SE1/4 of SE1/4 of Section 3, and the NE1/4 of NE1/4 of Section 10, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, extending from a line bearing North 56° 20' East and passing through a point which is 2,871.74 feet distant North 19° 47' East from the Southwest corner of said Section 2 to the West line of said NE1/4 of NE1/4, and being 33 feet on each side of the following described center line;

Beginning at said point which is 2,871.74 feet distant North 19° 47' East from the Southwest corner of said Section 2, said point being designated as Engineer's Station B.C. 26+68.60; thence from a back tangent bearing South 33° 40' East along the arc of a 5° curve to the right through a central angle of 31° 18' for a distance of 626.00 feet; thence South 2° 22' East for a distance of 134.95 feet; thence along the arc of a 16° curve to the right through a central angle of 5° 53' 05" for a distance of 36.78 feet to Engineer's Station P.O.C. 34+66.33 Back 0+00.00 Ahead; thence continuing along the arc of said 16° curve to the right through a central angle of

64 ° 53' 55" for a distance of 405.62 feet; thence South 68° 25' West for a distance of 881.49 feet; thence along the arc of a 6° curve to the left through a central angle of 25° 41' (crossing the West line of said Section 2 at Engineer's Station P.O.C. 13+86.70 from which the Southwest corner of said Section 2 bears South 0° 02' East a distance of 1,243.54 feet) for a distance of 428.06 feet; thence South 42° 44' West (crossing the South line of said Section 3 at Engineer's Station P.O.T. 31+73.62 from which the Southeast corner of said Section 3 bears South 89° 54' East a distance of 1,251.22 feet) for a distance of 1,634.83 feet to Engineer's Station P.O.T. 33+50 which is a point 1,385.74 feet distant South 85° 09' West from the Northeast corner of said Section 10.

#### PARCEL 4

A strip of land 100 feet in width and extending from the Southerly line of the right of way of the Klamath Falls-Lakeview Highway in the NE1/4 NE1/4 (Government Lot 1), Section 3, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, in a Southeasterly direction through said NE1/4 NE1/4 (Government Lot 1) of Section 3, said Township and Range above mentioned, and in a Southeasterly and Southerly direction through the Government Lot 4 and the NW1/4 SW1/4 of Section 2, said Township and Range above mentioned, being a portion of the

strip of land described in Warranty Deed dated November 12, 1948, recorded in Volume 227, page 60, Deed Records of Klamath County, Oregon, LESS AND EXCEPT that portion in said NW1/4 SW1/4, Section 2, said Township and Range above mentioned, described in Quitclaim Deed dated May 25, 1960, recorded in Volume M71, page 9647, Microfilm Records of Klamath County, Oregon.

#### PARCEL 5

A strip of land 100 feet in width in the N1/2 of Government Lots 2 and 3 of Section 1, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, extending from the West line of said Government Lot 3 to the South line of said N1/2 of Government Lot 2 and being 50 feet on each side of a center line as now staked on the ground and more particularly last herein described, and a strip of land 66 feet in width in Government Lot 1 and the S1/2 Government Lot 2 and in the SE1/4 of the NE1/4 of said Section 1 of said Township and Range and in the W1/2 of the NW1/4 of Section 6, Township 37, south, Range 15 east and being 33 feet on each side of a center line as now staked on the ground and more particularly described as follows:

Beginning at Engineer's Station 0+00, being a point on the West line of said Section 1 which is 112.0 feet distant South of the Northwest corner of said Section; thence South 88° 07' East (crossing the West line of Government Lot 3 of said Section 1 at Engineer's Station 13+27.51 P.O.T.) being a point which is 149.5 feet distant South of the Northwest corner of said Government Lot 3, for a distance

of 1,397.54 feet; thence along a 5° curve to the right through a central angle of 13° 14' for an arc distance of 264.67 feet; thence South 74° 53' East for a distance of 1,190.88 feet; thence along a 4 degree curve to the right through a central angle of 11° 27' for an arc distance of 286.25 feet; thence South 63° 26' East (crossing the South line of the N1/2 of Government Lot 2 of said Section 1 at Engineer's Station 33+28.0 P.O.T., being a point 590.0 feet distant East of the Southwest corner of said N1/2 of Government Lot 2) for a distance of 984.31 feet; thence along

a 2° curve to the left through a central angle of 8° 16' for an arc distance of 413.33 feet; thence South 71° 42' East for a distance of 552.27 feet to Engineer's Station 50+89.25 Back = Engineer's Station 0+00 B.C. Ahead; thence along a 10 degree curve to the left through a central angle of 65° 37' (crossing the East line of said Section 1 at Engineer's Station 4+20.0 P.O.C., being a point which is 1,333.0 feet distant South 0° 41' West from the Northeast corner of said Section 1) for an arc distance of 656.17 feet to Engineer's Station 6+56.17 E.C.; thence North 42° 41' East (crossing the North line of said Section 6 at Engineer's Station 22+85.96 P.O.T., which is 1,376.34 feet distant North 89° 47' West of the North quarter corner of said Section 6) for a distance of 2,227.48 feet; thence along a 10 degree curve to the right through a central angle of 31° 15' for an arc distance of 312.40 feet; thence North 73° 56' East (crossing the North line of the SE1/4 of SE1/4 of said Section 31 at Engineer's Station 57+45.0 P.O.T.) for a distance of 3,484.95 feet to Engineer's Station 66+81.0 P.O.T., being a point on the East line of said Section 31 which is 1,587.0 feet distant North from the Southeast corner of said Section 31.

#### CHEMULT TRACT

#### PARCEL 1

Section 16 – Out Lots 1, 2, 3, 4 and 6 of Corrall Springs

Section 21 – W1/2 E1/2, E1/2 NW1/4, that portion of the SE1/4 SW1/4 lying East of the Southern Pacific Railroad right of way.

Section 28 – E1/2, E1/2 NW1/4, less strips for railroad and highway, NE1/4 SW1/4 lying East of highway, less strip for railroad, S1/2 SW1/4, less strips for highway and railroad

Section 29 – NE1/4Section 31 – Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 32 – NE1/4, S1/2

Section 33 – All

EXCEPT that portion lying within the Dalles--California Highway US 97.

ALSO EXCEPT that portion lying within the Southern Pacific Railroad right of way.

Section 34 – All

All being in Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

Section 3 - SE1/4 NW1/4, NE1/4 SW1/4, Government Lots 1, 2, 3 and 4, S1/2 NE1/4, SE1/4, S1/2 SW1/4, NW1/4 SW1/4, SW1/4 NW1/4

Section 4 – W1/2, Government Lots 1 and 2, S1/2 NE1/4, SE1/4, less strip for highway in Fractional W1/2 NW1/4 and less strip for railroad in Fractional NW1/4 and W1/2 SW1/4 and less 40' wide strip in the SW1/4 and less three parcels heretofore conveyed to State of Oregon, by and through its State Highway Commission, described as follows:

PARCEL 1: Beginning at a point 1420 feet South and 4180 feet East of the NW corner of said Section 4; thence East a distance of 330 feet; thence South a distance of 660 feet; thence West a distance of 330 feet; thence North a distance of 660 feet to the point of beginning.

PARCEL 2: Beginning at a point 1420 feet South and 4180 feet East of the Northwest corner of said Section 4; thence South a distance of 660 feet; thence West a distance of 330 feet; thence North a distance of 660 feet; thence East a distance of 330 feet to the point of beginning.

PARCEL 3: All that portion of the E1/2 of said Section 4 included in a strip of land 40 feet in width, 20 feet on each side of the center line of a hauling road as said hauling road has been located over and across or adjacent to the said property; the location of the said strip of land (insofar as it encroaches upon the property) being determined by the said center line from Station 45 + 27.6 to Station 63 + 01.4, which portion of center line is described as follows: Beginning at a point which is Engineer's center line Station 45 + 27.6 opposite and 20 feet distant from which point the Southerly line of the said strip of land intersects the West line of the East half of Section 4; said point being 2431 feet North and 2627 feet East from the Southwest corner of Section 4; thence North 47° 13' East a distance of 172.4 feet; thence North 46° 32' East a distance of 1601.4 feet to Station 63 + 01.4 opposite and 20 feet distant from which station the Northerly line of said strip of land intersects the West line of the above described Parcel Two.

Section 5 - S1/2 S1/2 and N1/2 SW1/4

EXCEPTING from the SE1/4 SE1/4 strips for Highway and Railroad and 40 foot wide strip as described in Book 224, page 137, and less tract described in Book 129, page 300, all Deed Records of Klamath County, Oregon.

ALSO EXCEPTING that portion conveyed to the States of Oregon by Deed recorded August 27, 2002 in Volume M02, Page 48225, Microfilm records of Klamath County Oregon.

Section 6 – Government Lots 1, 2, 3, 4, 5, 6 and 7, S1/2 NE1/4, SE1/4, E1/2 SW1/4, SE1/4 NW1/4

Section 7 – Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 8 – All

EXCEPT that portion described in Warranty Deed recorded April 18, 1979, in Volume M79, page 8328, Microfilm Records of Klamath County, Oregon. ALSO EXCEPT portion for Highway and Railroad and tract described in Book 224, page 137, Deed Records of Klamath County, Oregon.

Section 9 – All

Section 10 – NE1/4, N1/2 NW1/4, SE1/4 NW1/4, NE1/4 SW1/4, SE1/4, SW1/4 NW1/4, NW1/4 SW1/4, S1/2 SW1/4

Section 15 – N1/2 NE1/4, SW1/4 NE1/4, W1/2, N1/2 SE1/4 and SW1/4 SE1/4

Section 16 – E1/2

Section 19 –W1/2, SE1/4

EXCEPTING THEREFROM that portion described in Deed recorded August 14, 1964 in Deed Book 355, page 323, Microfilm Records of Klamath County, Oregon, less strips for highway in E1/2 SE1/4

Section 20 - NE1/4 And S1/2

EXCEPTING THEREFROM that portion described in Deed recorded March 28, 1973 in Volume M73, page 3587, Microfilm Records of Klamath County, Oregon, less strips for highway and railroad.

Section 21 – N1/2, N1/2 SW1/4, SE1/4 SW1/4 and SE1/4

Section 22 - All

Section 23 – NE1/4, E1/2 NW1/4 and S1/2

Section 26 - All

Section 27 – All

Section 28 - All

Section 29 – All, less a strip for railroad

Section 30 – All

EXCEPTING THEREFROM that portion described in Deed recorded August 14, 1964 in Book

355, page 323, Deed Records of Klamath County, Oregon and less a strip for highway

Section 31 – All, less strip for highway

Section 32 - All, less a strip for railroad in W1/2 W1/2

Section 33 – All

Section 34 - All

Section 35 – All

Section 36 - All

All being in Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3

Section 1 – Government Lots 1, 2, 3 and 4

Section 2 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 3 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 4 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 5 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2, less a strip for railroad

Section 6 – All

EXCEPT Government Lots 4 and 7 and that portion described in Deed recorded March 27, 1968 in Volume M68, page 2381, Microfilm Records of Klamath County, Oregon;

ALSO EXCEPT from the above any portions described in Deed recorded August 21, 1948 in Deed Book 224, page 133 and that portion described in Deed recorded July 11, 1910 in Deed Book 29, page 449, all Deed Records of Klamath County, Oregon.

All being in Township 29 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 4

Section 25 – NE1/4 SE1/4; S1/2 S1/2

Section 35 – E1/2 SE1/4

Section 36 - NE1/4 NE1/4; W1/2 NW1/4; SW1/4

All being in Township 27 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 5

Section 1 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 2 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 3 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 4 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 7 - S1/2 SE1/4

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Section 8 - S1/2 N1/2, S1/2
Section 9 – All
Section 10 - All
Section 11 – All
Section 12 - All
Section 13 – All
Section 14 – All
Section 15 – All
Section 16 – All
Section 17 – All
Section 18 – Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2
Section 19 – Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2
Section 20 – All
Section 21 - All
Section 22 – All
Section 23 – All
Section 24 - All
Section 25 – All
Section 26 – All
Section 27 - All
Section 28 – All
EXCEPT the following: A parcel of land being situate in the SE1/4 of Section 28, Township 28
South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly
described as follows:
Beginning at the Southeast corner of Section 28, Township 28 South, Range 7 East of the
Willamette Meridian, Klamath County, Oregon; thence North 77° 59' 42" West 596.16 feet to
the center point of aforesaid site; thence South 24° 49' 06" West 100.00 feet to a point marked by
a stake on the Southerly line of said site, said point being the True Point of Beginning of this
description; thence North 65° 10′ 54″ West 100.00 feet to a point marked by a stake; thence
North 24° 49' 06" East 200.00 feet to a point marked by a stake; thence South 65° 10' 54" East
200.00 feet to a point marked by a stake; thence South 24° 49' 06" West 200.00 feet to a point
marked by a stake; thence North 65° 10' 54" West 100.00 feet, more or less, to the True Point of
Beginning.
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Section 29 - N1/2 N1/2

Section 30 - N1/2 NE1/4 and Government Lot 4

Section 31 – Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 32 - NE1/4, S1/2

Section 33 – All

Section 34 – W1/2 NW1/4, NE1/4 NE1/4, N1/2 SE1/4 NE1/4, E1/2 NW1/4, SW1/4, S1/2 NW1/4 SE1/4, S1/2 SE1/4

Section 35 – All

Section 36 - All

All being in Township 28 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 6

Section 1 – All

EXCEPT the SE1/4 SE1/4 and that portion described in deed to Klamath County for Diamond Lake Highway recorded May 5, 1931 in Deed Book 95, page 202, Deed Records of Klamath County, Oregon.

Section 2 – All

EXCEPT that portion described in deed recorded February 26, 1953 in Deed Book 259, page 338, Deed Records of Klamath County, Oregon; and that portion described in deed to Klamath County for Diamond Lake Highway recorded May 5, 1931 in Deed Book 95, page 202, Deed Records of Klamath County, Oregon. ALSO EXCEPT a portion of that property listed as Section 2 within Parcel 6 of the Chemult Tract as described in that Statutory Warranty Deed to JWTR, LLC, recorded November 30, 2006 in Book 2006-023869, Klamath County Records of Deeds; the said parcel being that portion of said property described as follows:

Beginning at a point on the East-West center line of Section 2, Township 29 South, Range 7 East of the Willamette Meridian, said point being North 00°58'47" East 2,643.42 feet and North 86°48'16 West 590.00 feet from the Southeast corner of said Section 2; thence North 01°11'44" East 1,099.44 feet; thence North 40°48'16" West 1,200.00 feet; thence North 88°48'16" West 900.00 feet; thence South 17°41'46" West 1.399.29 feet; thence North 88°48'16" West 400.00 feet; thence South 01°11'44" West 1,050.00 feet; thence South 88°48'16"East 1,000.00 feet to the Southwest corner of that certain tract designated as Parcel 1 and described in that Quitclaim Deed to the State of Oregon recorded February 26, 1953 in Book 259 page 338, Klamath County Record of Deeds; thence along the Southerly, Easterly and Southerly lines of said Parcel 1 the following courses and distances; South 88°48'16" East 700.00 feet; thence North 01°11'44" East 300.00 feet; thence South 88°48'16" East 400.00 feet to the most Northerly Southeast corner of said Parcel 1; thence leaving said Parcel 1, South 88°48'16" East 400.00 feet; thence North 01°11'44" East 100.56 feet to the point of beginning.

Section 6 – Government Lots 1, 2, 3, 4 and 5, SE1/4 NW1/4, S1/2 NE1/4

All being in Township 29 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

## CAMP 6

#### PARCEL 1

Section 24 – SW1/4 SE1/4

Section 25 – All

Section 26 – NE1/4 SW1/4, S1/2 SW1/4, SE1/4

Section 27 – SE1/4 SE1/4

Section 34 – Government Lots 1, 2, 3 and 4, N1/2 S1/2, N1/2

Section 35 – Government Lots 1, 2, 3 and 4, N1/2 S1/2; N1/2

Section 36 – Government Lots 1, 2, 3 and 4, N1/2 S1/2, N1/2

All being in Township 33 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

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Section 1 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
 Section 2 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
 Section 3 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
 Section 4 – Government Lots 1 and 2, S1/2 NE1/4, SE1/4
 Section 9 - E1/2
 Section 10 - All
 Section 11 - All
Section 12 - All
 Section 13 – All
 Section 14 – All
 Section 15 – All
Section 16 - NE1/4, N1/2 NW1/4, SE1/4 NW1/4, NE1/4 SW1/4, SE1/4
 Section 20 – SE1/4 SE1/4
Section 22 - All
Section 23 - All
Section 24 – All
Section 25 – All
Section 26 - All
Section 27 - All
Section 28 - All
Section 29 - E1/2, S1/2 SW1/4, NW1/4 SW1/4
Section 30 – Government Lots 1, 2, 3, E1/2 SW1/4, less a 60 foot strip, Government Lot 4,
SE1/4 NW1/4, SE1/4 SE1/4
Section 31 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2, less a 60 foot strip in
NW1/4 NE1/4, NE1/4 NW1/4, Government Lot 2, SE1/4 NW1/4, Government Lots 3 and 4
Section 32 – All
Section 33 - All
Section 34 - All
Section 35 - All
Section 36 - All
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All being in Township 34 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3

PARCEL 2

Section 1 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 2 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 3 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 4 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, N1/2 SE1/4, SW1/4 SE1/4, SW1/4

Section 5 - N1/2, SW1/4, N1/2 SE1/4

Section 6 – Government Lots 1, 2 and 3, N1/2 N1/2, SE1/4 NW1/4, S1/2 NE1/4, SE1/4, E1/2 SW1/4

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Section 7 - Government Lots 2 and 3, E1/2 NW1/4
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Section 8 – S1/2 NE1/4, SE1/4 SW1/4, SE1/4

Section 9 – All

Section 10 – All

Section 11 - All

Section 12 - All

Section 13 – All

Section 14 – NE1/4, NW1/4 NW1/4, S1/2 NW1/4, S1/2

Section 15 - N1/2, E1/2 SW1/4, SE1/4

Section 16 - N1/2, SW1/4, NW1/4 SE1/4

Section 17 – NE1/4, SE1/4, E1/2 W1/2

Section 19 – Government Lots 2 and 3, E1/2 SW1/4

Section 20 – E1/2 E1/2

Section 23 - N1/2, E1/2 SW1/4, SE1/4

Section 24 - All

Section 26 – NW1/4 NE1/4

All being in Township 35 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 4

Section 1 – Government Lots 1, 2, 3, and 4; S 1/2 N 1/2, S 1/2

Section 2 – Government Lots 1, 2, 3, and 4; S 1/2 N 1/2, S 1/2

Section 3 – Government Lots 1, 2, 3, and 4; S 1/2 N 1/2, S 1/2

Section 4 – Government Lots 1, 2, 3, and 4; S 1/2 N 1/2, S 1/2

Section 9 – All

Section 10 – All

Section 11 - All

Section 12 – All

Section 13 – N 1/2 N 1/2

Section 19 – Government Lots 3 and 4, SE1/4

Section 27 – SW1/4 NE1/4, W1/2, NW1/4 SE1/4

Section 28 - All

Section 29 - All

Section 30 – Government Lots 1, 2, 3 and 4, E1/2

Section 31 – Government Lots 1, 2, 3 and 4, E1/2

Section 32 - All

Section 33 - All

Section 34 - W1/2

All being in Township 33 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 5

Section 5 – Government Lots 3 and 4, S1/2 NW1/4, SW1/4, SW1/4 SE1/4

Section 6 – Government Lots 1, 2, 3, 4, 5 and 6, S1/2 NE1/4, SE1/4

Section 7 – Government Lots 1, 2, 3 and 4, E1/2

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Section 8 – W1/2, W1/2 SE1/4
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Section 17 – N1/2 NW1/4

Section 18 – Government Lots 1, 2, 3 and 4, E1/2

Section 19 – All Fractional

Section 29 – S1/2 S1/2

Section 30 – All Fractional

Section 31 – All Fractional

Section 32 – All

Section 33 - W1/2, S1/2 SE1/4

All being in Township 34 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 6

Section 3 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 4 – Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 5 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 6 - Government Lots 1, 2, 3, 4, 5, 6 and 7, SE1/4 NW1/4, S1/2 NE1/4, SE1/4, E1/2

SW1/4

Section 7 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 8 – All

Section 9 – All

Section 10 - N1/2, SW1/4, N1/2 SE1/4, SW1/4 SE1/4

Section 11 – NW1/4, NW1/4 SW1/4, S1/2 S1/2

Section 13 – SW 1/4 NW 1/4

Section 14 - All

Section 15 – All

Section 16 - All

Section 17 – All

Section 18 - Government Lots 1, 2, 3, and 4; E 1/2 W 1/2, E1/2

Section 19 – Government Lots 1, 2, 3, and 4; E 1/2 W 1/2, E1/2

Section 20 – ALL

Section 21 - N1/2, NW1/4 SW1/4, S1/2 SW1/4, SE1/4

Section 22 – All

Section 23 – NW1/4 NE1/4, W1/2

Section 26 – NW1/4 NE1/4, W1/2, W1/2 SE1/4

Section 27 – All

Section 28 – All

Section 29 - N1/2 NE1/4, SE1/4 NE1/4, N1/2 NW1/4, N1/2 S1/2 NW1/4, S1/2 NE1/4 SW1/4,

S1/2 SW1/4, SE1/4

Section 32 - Government Lots 1, 2, 3, and 4; N1/2 S /2, N1/2

Section 33 - Government Lots 1, 2, 3, and 4; N1/2 S1/2, N1/2

Section 34 – Government Lots 1, 2, 3, and 4; N1/2 S1/2, N1/2

Section 35 - Government Lots 3, and 4; NW1/4 SW1/4, NW1/4

All being in Township 35 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon.

# MITCHELL TRACT

#### PARCEL 1

Section 1 - N1/2 SW1/4; SE1/4 SW1/4; SW1/4 SE1/4

Section 2 – SE1/4 NE1/4; NE1/4 SE1/4

Section 3 - S1/2 SW1/4

Section 9 – SE1/4 SE1/4

Section 10 – N1/2; S1/2 S1/2

Section 11 – SE1/4 NE1/4; W1/2 NW1/4; N1/2 SW 1/4; SW1/4 SW1/4; SE1/4 SE1/4

Section 12 - NW1/4 NE1/4; NE1/4 NW1/4; SW1/4 NW1/4; SW1/4; S1/2 SE1/4

Section 13 – NE1/4; N1/2 NW1/4; SW1/4 NW1/4; S1/2

Section 14 – NE1/4

Section 15 - NW1/4

Section 16 – N1/2 NE1/4; SW1/4 NE1/4; SE1/4 NE1/4; NW1/4; S1/2

EXCEPTING that portion of the Indian Reservation

Section 23 – SE1/4

Section 24 – ALL

Section 25 – ALL

Section 26 – SE1/4 SW1/4; NE1/4 SE1/4; S1/2 SE1/4

Section 34 – ALL

Section 35 – ALL

Section 36 – N1/2; SW1/4; N1/2 SE1/4; SW1/4 SE1/4

All being in Township 38 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

Section 1 – Government Lots 1, 2, 3 and 4; the SE1/4 of the NE1/4; the NE1/4 of the SE1/4; the S1/2 of the SW1/4; the NW1/4 of the SW1/4

Section 2 – Government Lots 1, 2, 3 and 4; the S1/2 of the N1/2; the S1/2

Section 3 – Government Lots 1, 2, 3 and 4; the SW1/4 of the NE1/4; the NE1/4 of the SE1/4

Section 4 – Government Lot 1

Section 11 – The NE1/4; the NE1/4 of the NW1/4

Section 12 – The NE1/4 of the NW1/4; the SW1/4 of the NW1/4; the W1/2 of the SW1/4

All being in Township 39 South, Range 14 East, of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 3

Section 7 – The N1/2 of the NE1/4; the SE1/4 of the NE1/4; the SE1/4 of the SE1/4

Section 8 – All

Section 16 - The N1/2; the E1/2 of the SW1/4; the SE1/4

Section 17 – The NE1/4; the N1/2 of the SE1/4

Section 21 – The NE1/4, a strip of land 66 feet in width in the SE1/4 of the SE1/4 of Section 21, extending from the South line to the East line of said Section and being 33 feet on each side of a centerline as now staked on the ground and more particularly described as follows:

Beginning at Engineer's Station 204+98.64 E.C., a point 276.14 feet distant South 45° 40' West from a point on the South line of said Section 21, which is 864.29 feet distant West of the Southeast corner thereof; thence North 45° 40' East (crossing said South line at Engineer's Station 207+74.78 P.O.T.) for a distance of 1,264.36 feet to Engineer's Station 217+63.00 B.C.; thence along a 10° curve to the right through a central angle of 29° 06' (crossing the East line of said Section at Engineer's Station 219+55.17 P.O.C. 799.75 feet distant North of said Southeast corner) for an arc distance of 291.00 feet to Engineer's Station 220+54.00 E.C.

Section 22 – All

Section 23 – All

Section 24 – All

Section 25 - The N1/2; the N1/2 of the SW1/4; the N1/2 of the SE1/4

Section 26 – The NE1/4; the N1/2 of the NW1/4; the SE1/4 of the NW1/4

Section 31 - A strip of land 66 feet in width in the NE1/4 of the SE1/4 of Section 31, extending from

the South line to the East line of said NE1/4 of the SE1/4 and being 33 feet on each side of a centerline as now staked on the ground and more particularly described as follows:

Beginning at Engineer's Station 56°00.00 P.O.T., a point 145.00 feet distant South 73° 56' West from a point which is 1,322.00 feet distant North and 900.00 feet distant West of the Southeast corner of said Section thence North 73° 56' East (crossing the South line of said NE1/4 of the SE1/4 at approximately Engineer's Station 57+45.0 P.O.T. and crossing the East line of said Section at Engineer's Station 66+81.00 P.O.T. 1,587.00 feet North of the Southeast corner of said Section) for a distance of 1,100.00 feet to Engineer's Station 67+00.00 P.O.T.

Section 33 - A strip of land 66 feet in width in the N1/2 of the NW1/4 and SW1/4 of the NW1/4 of Section 33, extending from the West line to the North line of said Section and being 33 feet in width on each side of the centerline as now staked on the ground and more particularly described as follows:

Beginning at Engineer's Station 124+00.00 P.O.T., a point 128.92 feet distant South 57° 18' West from a point on the West line of said Section which is 1,394.30 feet distant South from the Northwest corner thereof; thence North 57° 18' East (crossing said West line at Engineer's Station 125+28.92 P.O.T.) for a distance of 2,032.04 feet to Engineer's Station 141+27.37 B.C.; thence along a 10° curve to the left through a central angle of 30° 28' for an arc distance of 304.67 feet to Engineer's Station 144+32.04 E.C.; thence North 26° 50' East (crossing the North line of said Section at Engineer's Station 147+75.96 P.O.T., 1,702.43 feet distant East of said Northwest corner) for a distance of 367.96 feet to Engineer's Station 148+00.00 P.O.T.

All being in Township 36 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 4

# Section 12 – The NE1/4 of the NE1/4

All being in Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon.

# PARCEL 5

Section 4 – The SE1/4 of the SW1/4

Section 5 – The SW1/4 of the SE1/4

Section 7 - Government Lots 3 and 4; the SE1/4 of the NW1/4; the NE1/4 of the SW1/4

Section 8 – The W1/2 of the NE1/4; the NE1/4 of the NW1/4; the S1/2 of the NW1/4;

the SW1/4; the NW1/4 of the SE1/4

Section 9 – The NE1/4 of the NW1/4; the S1/2 of the NW1/4, the SW1/4

Section 11 – The E1/2 of the SW1/4; the NW1/4 of the SE1/4; the SE1/4 of the SE1/4

Section 13 - The SE1/4 of the NW1/4; the NE1/4 of the SW1/4; the S1/2 of the SW1/4; the W1/2 of the SE1/4

Section 14 – The N1/2 of the NE1/4; the SE1/4 of the NE1/4; the NE1/4 of the NW1/4; the SE1/4

Section 15 – The SW1/4 of the NW1/4; the N1/2 of the SW1/4; the SW1/4 of the SW1/4; the NW1/4 of the SE1/4

Section 16 - The N1/2 of the NE1/4; the W1/2

Section 17 – The S1/2 of the NE1/4; the NE1/4 of the NW1/4; the N1/2 of the SE1/4

Section 18 – Government Lots 1, 2, 3 and 4; the SE1/4 of the NW1/4; the SW1/4 of the NE1/4:

the NE1/4 of the NE1/4; the SE1/4; the E1/2 of the SW1/4

Section 19 – Government Lots 1, 2, 3 and 4; the E1/2 of the W1/2; the E1/2

Section 20 – The S1/2 of the S1/2

Section 21 - The S1/2 of the SW1/4

Section 22 – The W1/2 of the NW1/4; the NW1/4 of the SW1/4

Section 23 – The NE1/4; the N1/2 of the SE1/4; the SW1/4 of the SE1/4

Section 24 – The NE1/4; the W1/2 of the NW1/4; the NW1/4 of the SW1/4

Section 26 – The NW1/4 of the NE1/4; the N1/2 of the NW1/4

Section 27 – The W1/2 of the NE1/4; the SE1/4 of the SE1/4

Section 28 – The NW1/4 of the NE1/4; the N1/2 of the NW1/4; the SW1/4 of the NW1/4; the SW1/4

Section 29 – The NE1/4 of the NE1/4; the W1/2; the E1/2 of the SE1/4

Section 30 – Government Lots 1, 2, 3 and 4; the E1/2 of the W1/2; the E1/2

Section 31 – Government Lots 1, 2 and 3; the E1/2 of the W1/2; the NE1/4;

the NW1/4 of the SE1/4

Section 32 – The N1/2 of the N1/2; the SW1/4 of the NW1/4

Section 33 - The W1/2 of the NE1/4; the SW1/4 of the SE1/4; the E1/2 of the SW1/4; the N1/2 of the NW1/4; the SE1/4 of the NW1/4

Section 34 – The N1/2; the NE1/4 of the SE1/4

Section 35 – The S1/2 of the NE1/4; the SW1/4 of the NW1/4; the W1/2 of the SW1/4; the SE1/4 of the SW1/4; the E1/2 of the SE1/4

Section  $36 - \text{The NW} \frac{1}{4}$ ; the W1/2 of the SW1/4; the W1/2 of the NE1/4

All being in Township 38 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon.

## <u>ANTELOPE</u>

#### PARCEL 1

Section 1 - Government Lots 1 and 2, S1/2 NE1/4, SE1/4, NE1/4 SW1/4

**Section 12 - E1/2** 

Section 13 - E1/2, SE1/4 SW1/4

Section 24 - NE1/4

All being in Township 28 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

Section 1 - W1/2 SW1/4, SE1/4 SW1/4

Section 2 - Government Lot 3, S1/2 N1/2, S1/2

Section 3 - Government Lots 2 and 4, S1/2 N1/2, S1/2

Section 4 - Government Lot 1, SE1/4 NE1/4, SE1/4, S1/2 SW1/4, NW1/4 SW1/4, SW1/4

NW1/4

Section 5 - NE1/4 SE1/4

Section 9 - E1/2, N1/2 NW1/4, SE1/4 NW1/4, NE1/4 SW1/4

Section 10 - All

Section 11 - N1/2, SW1/4, N1/2 SE1/4, SW1/4 SE1/4

Section 12 - NW1/4, NW1/4 NE1/4

Section 13 - SW1/4 SE1/4, SW1/4, SW1/4 NW1/4

Section 14 - S1/2, NW1/4

Section 15 - All

Section 16 - All

Section 21 - NE1/4 NE1/4

Section 22 - N1/2, SE1/4, NE1/4 SW1/4

Section 23 - All

Section 24 - W1/2, SE1/4

Section 25 - NW1/4, N1/2 SW1/4, SW1/4 SW1/4

Section 26 - N1/2, N1/2 SE1/4, SW1/4 SE1/4, SW1/4

Section 27 - NE1/4 NE1/4, S1/2 N1/2, N1/2 S1/2, S1/2 SE1/4, SE1/4 SW1/4

Section 28 - NE1/4 NE1/4

Section 34 - N1/2 NE1/4

Section 35 - N1/2, N1/2 SW1/4, SE1/4 SW1/4, SE1/4

Section 36 - All

All being in Township 27 South, Range 11 East of the Willamette Meridian, KlamathCounty, Oregon.

## **CHASE MOUNTAIN**

#### PARCEL 1

Section 24: All Section 25: All

Section 26: The E1/2

Section 36: All

All being in Township 40 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

Section 2: The NE1/4 Section 9: The SW1/4

Section 12: All

Section 16: Government Lots 1, 2, 3, and 4

All being in Township 41 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon

## PARCEL 3

Section 27: The S1/2 of the SW1/4; The SW1/4 of the SE1/4;

Section 28: The S1/2 of the S1/2

Section 29: The SE1/4 of the SE1/4

Section 32: The SE1/4 of the NW1/4; The SW1/4 of the NE1/4; The SE1/4 of the SE1/4; the W1/2 of the SE1/4; The E1/2 of the SW1/4; The SW1/4 of the SW1/4

Section 33: The NE1/4; the NE1/4 of the NW1/4; the N1/2 of the SE1/4

Section 34: All

Section 35: The West Half of the Southwest Quarter; A Portion of Government Lot 3, the Southeast Quarter of the Southwest Quarter the Southwest Quarter of the Southeast Quarter and Government Lot 5, more particularly described as follows:

Beginning at the intersection of the South line of said Section 35 with the center line of the Green Springs Highway, also known as Oregon 66 and hereinafter referred to as the "Highway," said point being approximately Engineer's Station 1757+02.0, P.O.T. of the 1923 survey of said Highway, and being 593.86 feet, more or less, distant, North 89°22' West from the Southeast corner of said Section; thence North 89° 22' West along said South line for a distance of 3405,20 feet, more or less, to the Southwest corner of said Southeast quarter of the Southwest quarter (SE1/4 SW1/4); thence North 0° 46' East for a distance of 2675.90 feet, more or less, along the West line of said Southeast quarter of the Southwest quarter (SE1/4 SW1/4) and of said Lot 3 to the Northwest corner of said Lot 3; thence South 89° 16' East along the North line of said Lot 3 a distance of 420.20 feet, more or less, to its intersection with the center line of the Highway, said point being 1720.86 feet, more or less, distant, South 89° 16' East from the West one quarter (W1/4) Section corner of said Section 35, and said point being approximately Engineer's Station 1712+57.9, a point on a 16 degree curve right, the tangent of which at said point bears South 35° 42' East (Highway Survey South 36° 12' East, the meridian of this description being approximately 0° 30' to the right from the meridian of the 1923 center line survey of said Highway); thence Southeasterly along the center line of said Highway to the point of beginning

All being in Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 4

Section 1: The E1/2; The SW1/4

Section 2: The SW1/4 of the NE1/4; The E1/2 of the SW1/4; The W1/2 of the W1/2;

The E1/2 of the NW1/4

EXCEPT that portion described in Deed recorded January 5, 1925, in Deed Book

65 at Page 142

Section 4: The SE1/4 of the NE1/4; The N1/2 of the NE1/4; and the NE1/4 of the NW1/4

Section 10: The NW1/4; The NE1/4 of the SW1/4

Section 11: The E1/2; The NW1/4 of the NW1/4; The NW1/4 of the SW1/4

All being in Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 5

Section 6: The NW1/4; The NW1/4 of the NE1/4; The N1/2 of the SW1/4;

The SW1/4 of the SW1/4

Section 7: The NW1/4; The N1/2 of the NE1/4; The N1/2 of the SW1/4; The SW1/4 of the SW1/4

All being in Township 41 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon

## **HOMESTEADER**

Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Section 31: Government Lots 1, 2 and 3; NW1/4 NW1/4; S1/2 NE1/4; NW1/4 SE1/4; E1/2 SE1/4

EXCEPT that portion conveyed to the State of Oregon by and through its State Highway Commission, recorded July 11, 1952 in Book 255, page 565, Deed Records of Klamath County, Oregon

Township 37 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Section 5: All

Section 6: All

Section 7: Government Lots 1 through 16, inclusive

Section 8: N1/2

Section 18: Government Lots 2, 3 and 4; Government Lot 1, LESS the South 570 feet of the East 497 feet thereof

EXCEPT that portion conveyed to the State of Oregon by and through its State Highway Commission, recorded October 3, 1951 in Book 250, page 175, Deed Records of Klamath County, Oregon

## SPENCE MOUNTAIN

Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Section 35: Government Lots 2 and 3; SE1/4 SE1/4

Section 36: Government Lot 6; S1/2 SW1/4

Township 37 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Section 1: NW1/4; NW1/4 NE1/4; S1/2 NE1/4; S1/2

Section 2: Government Lots 1, 2, 3 and 4; NE1/4 NE1/4; S1/2 NE1/4; NE1/4 SW1/4; S1/2

SW1/4; SE1/4

Section 3: Government Lot 1; NW1/4 NE1/4; S1/2 NE1/4; S1/2; East 60 feet of the NE1/4 NW1/4; S1/2 NW1/4; EXCEPTING THEREFROM THE FOLLOWING:

Beginning at the Northeast corner of said S1/2 NW1/4; thence West along the North line of said S1/2 NW1/4 to the Northwest corner thereof; thence South along the West line of said S1/2 NW1/4 to the Southwest corner thereof; thence Northeasterly along a straight line to the point of beginning.

#### AND FURTHER EXCEPTING THEREFROM THE FOLLOWING:

A parcel of land situated in the N1/2 of the N1/2 of Section 3, being more particularly described as follows:

Beginning at a point which bears North 89° 10' 48" West 60.00 feet from the N1/4 corner of said Section 3; thence South 01° 12' 43" East 699.28 feet to the North line of Eagle Ridge Road; thence along the North line of Eagle Ridge Road 152.28 feet along the arc of a 307.03 feet radius curve to the left, the long chord of which bears North 43° 46' 29" East 150.73 feet and having a delta angle of 28° 25' 04"; thence 307.71 feet along the arc of a 480.00 foot radius curve to the right, the long chord of which bears North 47° 55' 52" East 302.47 feet and having a delta angle of 36° 43' 51"; thence 64.33 feet along the arc of a 110.00 radius curve to the right, the long chord of which bears North 83° 03' 05" East 63.42 feet and having a delta angle 33° 30' 36"; thence leaving the North line of Eagle Ridge Road North 00° 09' 31" East 374.12 feet to a point on the North line of said Section 3; thence along the North line of said Section 3 at a bearing of North 89° 10' 48" West 407.63 feet to the point of beginning; with bearings based on County Survey No. 6076.

Section 4: That portion of Government Lot 6 and the SE1/4 SE1/4 lying Easterly of a straight line extending Southwesterly from the Northeast corner of said Government Lot 6 to the Southwest corner of the SE1/4 SE1/4

Section 9: That portion of the E1/2 E1/2 lying Northerly of that portion described in Deed to

the State of Oregon, by and through its Department of Transportation, recorded September 22,

2003 in Volume M03, page 70477, Microfilm Records of Klamath County, Oregon.

Section 10: That portion lying Northerly of that portion described in Deed to the State of

Oregon, by and through its Department of Transportation, recorded September 22, 2003 in

Volume M03, page 70477, Microfilm Records of Klamath County, Oregon.

Section 11: N1/2; SW1/4; W1/2 SE1/4

Section 12: All

Section 13: All

Section 14: NW1/4 NE1/4; S1/2 NE1/4; NW1/4; N1/2 SW1/4; that portion of SW1/4 SW1/4 lying

Northerly of that portion described in Deed to the State of Oregon, by and through its

Department of Transportation, recorded September 22, 2003 in Volume M03, page 70477,

Microfilm Records of Klamath County, Oregon; SE1/4 SW1/4; SE1/4

Section 15: That portion lying Northerly of that portion described in Deed to the State of

Oregon, by and through its Department of Transportation, recorded

September 22, 2003 in Volume M03, page 70477, Microfilm Records of Klamath County, Oregon.

Section 23: That portion lying Northerly of that portion described in Deed to the State of

Oregon, by and through its Department of Transportation, recorded September 22, 2003 in

Volume M03, page 70477, Microfilm Records of Klamath County, Oregon.

Section 24: Government Lots 1, 2, 3, 4 and 5; E1/2 NW1/4; W1/2 W1/2

Section 25: That portion of Government Lots 1 and 2 and NW1/4 NW1/4 lying Northerly of that portion described in Deed to the State of Oregon, by and through its Department of Transportation, recorded September 22, 2003 in Volume M03, page 70477, Microfilm Records of Klamath County, Oregon.

Section 26: That portion of NE1/4 NE1/4 lying Northerly of that portion described in Deed to the State of Oregon, by and through its Department of Transportation, recorded September 22, 2003 in Volume M03, page 70477, Microfilm Records of Klamath County, Oregon.

Township 37 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon:

Section 6: Government Lots 3 and 4; SW1/4 SW1/4

Section 7: Government Lots 1 and 2; W1/2; SW1/4 NE1/4; SE1/4

Section 8: Government Lots 1, 2 and 3; SW1/4 SW1/4; LESS portions South of mean high water line of Upper Klamath Lake and LESS Tract described in Volume M96, page 25715, Microfilm Records of Klamath County, Oregon.

Section 17: A portion of Government Lots 1 and 2 LESS portions South of mean high water line of Upper Klamath Lake and LESS Tract described in Volume M96, page 25715, Microfilm Records of Klamath County, Oregon.

Section 18: Government Lots 1, 2, 3 and 4 lying North of mean high water line of Upper

Klamath Lake; NW1/4 SW1/4; S1/2 NW1/4; N1/2 N1/2

Section 19: Government Lot 1

#### WESTSIDE

## PARCEL 1

Section 32 - Government Lots 1, 2, 3 and 4, N1/2, N1/2 S1/2, Township 38 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

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Section 2 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
Section 4 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
Section 5 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
Section 6 - Government Lots 1, 2, 3, 4, 5, 6 and 7, SE1/4 NW1/4, S1/2 NE1/4, SE1/4, E1/2
SW1/4
Section 7 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2
Section 8 - E1/2 W1/2, E1/2
Section 9 - All
Section 10 - All
Section 12 - NW1/4, S1/2 NE1/4, SE1/4, S1/2 SW1/4
Section 14 - All
Section 15 - All
Section 16 - All
Section 17 - E1/2 NE1/4, SE1/4, S1/2 SW1/4
Section 18 - Government Lots 1, 2, 3 and 4, E1/2 NW1/4, E1/2 SW1/4, SE1/4
Section 19 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2
Section 20 - All
Section 21 - N1/2, N1/2 S1/2, SE1/4 SW1/4, S1/2 SE1/4
Section 22 - All
Section 23 - All
Section 24 - All
Section 25 - All
Section 26 - All
Section 27 - All
Section 28 - All
Section 29 - NE1/4, S1/2
Section 30 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2
Section 31 - Government Lots 3 and 4, E1/2 SW1/4, SE1/4
Section 32 - All
Section 33 - N1/2, SE1/4, E1/2 SW1/4
Section 34 - All
Section 35 - All
Section 36 - All
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All being in Township 39 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3

PARCEL 2

Section 1 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2 Section 2 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2 Section 3 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2 Section 4 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

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Section 5 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
Section 6 - Government Lots 1, 2, 3, 4, 5, 6 and 7, SE1/4 NW1/4, S1/2 NE1/4, SE1/4, E1/2
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SW1/4

Section 7 - E1/2

Section 8 - All

Section 9 - All

Section 10 - All

Section 11 - All

Section 12 - All

Section 13 - All

Section 14 - All

Section 15 - All

Section 16 - All

Section 17 - All

Section 18 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 19 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 20 - All

Section 21 - All

Section 22 - All

Section 23 - N1/2

Section 24 - All

Section 26 - All

Section 27 - All

Section 28 - All

Section 29 - All

Section 30 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 31 - NE1/4, N1/2 SE1/4, NE1/4 SW1/4, SE1/4 NW1/4

Section 32 - All

Section 33 - All

Section 34 - All

Section 36 - All

All being in Township 40 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

# PARCEL 4

Section 2 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 3 - Government Lot 3, SE1/4 NW1/4, W1/2 SE1/4

Section 4 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 6 - Government Lots 1, 2, 3, 4, 5, and 6, SE1/4 NW1/4, S1/2 NE1/4, SE1/4, E1/2 SW1/4

Section 8 - N1/2, SE1/4

Section 9 - All

Section 10 - N1/2, NE1/4 SW1/4, N1/2 NW1/4 SW1/4, SE1/4 SW1/4, SE1/4

Section 11 - N1/2 NW1/4, SW1/4

Section 14 - Government Lots 3 and 4

Section 16 - Government Lots 1, 2, 3 and 4

All being in Township 41 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 5

Section 3 - Government Lot 7, SE1/4 SW1/4, S1/2 SE1/4

Section 4 - Government Lots 1 and 2, S1/2 NE1/4

Section 6 - Government Lots 1, 2, 6 and 7, S1/2 NE1/4, SE1/4, E1/2 SW1/4

Section 8 - All

Section 10 - SE1/4 NW1/4, E1/2 SW1/4, W1/2 E1/2, Government Lot 4

Section 15 - Government Lots 1 and 5, NE1/4 NW1/4, N1/2 NE1/4, NE1/4 SW1/4

Section 16 - All

Section 18 - Government Lot 4, SE1/4 SW1/4, S1/2 SE1/4

Section 20 - N1/2, SE1/4

Section 21 - NE1/4, E1/2 SE1/4

Section 22 - S1/2, NE1/4, W1/2 NW1/4, NE1/4 NW1/4

Section 23 - Government Lots 1, 2, 5 and 6, E1/2 NW1/4, W1/2 NE1/4, NW1/4 SE1/4,

NE1/4 SW1/4

Section 26 - N1/2 NE1/4, SE1/4 NE1/4, NW1/4, S1/2

Section 27 - N1/2, N1/2 SW1/4, SE1/4

Section 28 - E1/2 NE1/4, SE1/4, S1/2 NW1/4, NW1/4 SW1/4

Section 30 - SW1/4

Section 32 - All

Section 33 - NW1/4 NE1/4

Section 34 - NE1/4, S1/2 NW1/4, S1/2

Section 35 - N1/2 NW1/4, SW1/4 NW1/4, N1/2 SW1/4, NW1/4 NE1/4 less strips for

existing public roads, S1/2 NE1/4 less strips for existing public roads

Section 36 - NE1/4, N1/2 NW1/4, SW1/4 NW1/4 less strip for existing public Road,

SE1/4 NW1/4, N1/2 SW1/4 less strip for existing public road, S1/2 SW1/4 less strip

for existing public road, SE1/4 less strip for existing public road

All being in Township 38 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

# PARCEL 6

Section 1 - Fractional N1/2 N1/2 (also described as Government Lots 1, 2, 3 and 4) less strip

for existing public road, S1/2 N1/2 less strip for existing public road, S1/2

Section 2 - Fractional N1/2 N1/2 (also described as Government Lots 1, 2, 3 and 4)

S1/2 N1/2, S1/2

Section 3 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16

Section 4 - Government Lots 3 and 4, S1/2 NW1/4, SW1/4

Section 8 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16

Section 9 - Government Lots 1, 2, 3 and 4, W1/2 E1/2

Section 10 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16

Section 11 - All

Section 12 - All

Section 13 - All

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Section 14 - All
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Section 15 - SE1/4

Section 16 - Government Lots 1, 2, 3 and 4, W1/2 E1/2, W1/2

Section 20 - Government Lots 1, 2, 3, 6, 7, 8, 9, 10, 11, 13, 14, 15 and 16

Section 21 - W1/2 E1/2, Government Lots 1, 2, 3 and 4

Section 22 - All

Section 23 - All

Section 24 - All

Section 25 - All

Section 26 - All

Section 27 - All

Section 28 - Government Lots 1, 2, 3 and 4, W1/2 E1/2, W1/2

Section 29 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16

Section 30 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 31 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 32 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16

Section 33 - Government Lots 1, 2, 3 and 4, W1/2 E1/2, W1/2

Section 34 - Government Lots 1, 2, 3, 4 and 5, E1/2 SW1/4, SE1/4 NW1/4, E1/2

Section 35 - All

Section 36 - All EXCEPTING THEREFROM that portion within the Highway

All being in Township 39 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 7

Section 2 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 3 - Government Lots 1, 2, and 3, S1/2 N1/2, S1/2

Section 4 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 5 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 6 - Government Lots 1, 2, 3, 4, 5, 6 and 7, E1/2 SW1/4, SE1/4, SE1/4 NW1/4, S1/2 NE1/4

EXCEPTING THEREFROM a parcel of land lying in Government Lot 5, Section 6, Township 40 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the township line which is 1,016.2 feet North of the West quarter corner of said Section 6, Township 40 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, the said point being Station 1012+51.5 of the Jenny Creek-Keno section of the Green Springs Highway; thence South 82° 03' East along the center line of said highway a distance of 436.4 feet; thence on a 477.5 foot radius curve left (the long chord of which bears South 87° 33 1/2' East) a distance of 91.8 feet; thence North 86° 56' East a distance of 86.2 feet; thence South 13° 35' West a distance of 404.5 feet; thence due West a distance of 514.6 feet to the West line of said Section 6; thence due North a distance of 460.6 feet to the point of beginning, said course being along the West line of said Section 6.

Section 7 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2 Section 8 - All

Section 9 - All

Section 10 - All

Section 14 - W1/2

Section 15 - All

Section 16 - All

Section 17 - All

Section 18 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 19 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 20 - All

Section 21 - All

Section 22 - All

Section 28 - All

Section 29 - All

Section 30 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 31 - SE1/4 NW1/4, NE1/4 SW1/4, W1/2 SE1/4

Section 32 - All

Section 33 - N1/2 NE1/4, SW1/4 NE1/4, W1/2, W1/2 SE1/4

Section 34 - NW1/4, N1/2 SW1/4, SW1/4 SW1/4

All being in Township 40 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 8

Section 4 - N1/2 N1/2

Section 6 - N1/2 NE1/4

All being in Township 41 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 9

Section 9 - E1/2 SE1/4; Lying Southerly of that portion described in Deed to the State of Oregon, by and through its Department of Transportation, recorded September 23, 2003 in Volume M03, page 70477, Microfilm Records of Klamath County, Oregon, SW1/4 SE1/4, SE1/4 SW1/4, the SW1/4 SW1/4 excepting the following: Beginning at the Southwest corner of said SW1/4 SW1/4; thence North along the West line of said SW1/4 SW1/4 to the Northwest corner thereof; thence East along the North line of said SW1/4 SW1/4 to the Northeast corner thereof; thence Southwesterly along a straight line to the point of beginning. Section 10 - That portion of the SW1/4 SW1/4, lying Southerly of that portion described in deed to the State of Oregon, by and through its Department of Transportation, recorded September 23, 2003 in Volume M03, page 70477, Microfilm Records of Klamath County, Oregon Section 15 - That portion lying Southerly of that portion described in deed to the State of Oregon, by and through its Department of Transportation, recorded September 23, 2003 in Volume M03, page 70477, Microfilm Records of Klamath County, Oregon Section 16 - All

Section 17 - The NE1/4, S1/2 NW1/4, S1/2

Section 19 - Government Lots 1-3, 5-16

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Section 20 - All
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Section 21 - All

Section 22 - All

Section 23 - That portion lying Southerly of that portion described in deed to the State of

Oregon, by and through its Department of Transportation, recorded September 23, 2003 in

Volume M03, page 70477, Microfilm Records of Klamath County, Oregon

Section 26 - That portion lying Southerly of that portion described in deed to the State of

Oregon, by and through its Department of Transportation, recorded September 23, 2003 in

Volume M03, page 70477, Microfilm Records of Klamath County, Oregon

Section 27 - All

Section 28 - All

Section 29 - All

Section 30 - Government Lots 1 and 2, S1/2 NE1/4, SE1/4

Section 31 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 32 - All

Section 33 - All

Section 34 - All

Section 35 - All

All being in Township 37 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon

## PARCEL 10

Section 2 - All

Section 3 - All

Section 4 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, S1/2 NW1/4, SW1/4,

SW1/4 NE1/4, W1/2 SE1/4

Section 5 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, W1/2 NW1/4, SW1/4,

S1/2 NE1/4, E1/2 SE1/4

Section 6 - All

Section 7 - All

Section 8 - Government Lots 1, 2, 3, 4, 5, 6, 7 and 8, W1/2 W1/2, E1/2 E1/2

Section 9 - Government Lots 1, 2, 3, 4, 5, 6, 7 and 8, W1/2, W1/2 NE1/4, NW1/4 SE1/4

Section 10 - All

Section 11 - All

Section 14 - All

Section 15 - All

Section 16 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, N1/2 NW1/4,

SE1/4 NE1/4, SE1/4, SW1/4 SW1/4

Section 17 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, NE1/4 NE1/4,

NW1/4 SE1/4, SW1/4, W1/2 NW1/4

Section 18 - All

Section 19 - All

 $Section\ 20\ -\ Government\ Lots\ 1,\ 2,\ 3,\ 4,\ 5,\ 6,\ 7,\ 8,\ 9,\ 10,\ 11,\ 12,\ 13\ and\ 14,\ NE1/4\ NE1/4,$ 

SW1/4 NE1/4, W1/2 SE1/4, E1/2 SW1/4, SE1/4 NW1/4

Section 21 - Government Lots 1, 2, 3 and 4, SE1/4 NW1/4, E1/2, SW1/4

Section 22 - All

Section 23 - All

Section 24 - Government Lots 1, 2 and 3, N1/2 NE1/4, SW1/4 NE1/4, W1/2 SE1/4, W1/2

Section 25 - Government Lot 1, SE1/4 NE1/4, E1/2 SE1/4, W1/2 E1/2, W1/2

Section 26 - All

Section 27 - All

Section 28 - All

Section 29 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, NE1/4 NW1/4, SE1/4 NE1/4, SE1/4, S1/2 SW1/4, NW1/4 SW1/4

Section 30 - All

Section 31 - All

Section 32 - All

Section 33 - All

Section 34 - All

Section 35 - N1/2, SW1/4, NW1/4 SE1/4, Government Lots 1 and 2 EXCEPT that portion described in Deed recorded February 10, 1987 in Volume M87, page 2190, Microfilm Records of Klamath County, Oregon; and A portion of Government Lots 3 and 4, Section 35, Township 38 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being that property described in Volume M87, page 2193, Microfilm Records of Klamath County, Oregon, more particularly described:

Beginning at the Round Lake Meander Line angle point number one, which is North 22° 49' 23" West, 1,593.30 feet from the Meander Corner common to Section 35, Township 38 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon and Section 2, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence South 22° 49' 23" East along said Meander Line, 248.86 feet; thence North 17° 40' 31" West, 64.62 feet; thence North 04° 33' 21" West, 199.74 feet to a point on said Meander Line; thence South 62° 51' 25" West along said Meander Line, 68.60 feet to the point of beginning.

Section 36 - Government Lots 1 and 2, NE1/4, N1/2 NW1/4, EXCEPT that portion contained in Deed, recorded February 10, 1987 in Volume M87, page 2190, Microfilm Records of Klamath County, Oregon.

Section 36 - Government Lots 3 and 4 EXCEPTING THEREFROM the following:

Commencing at the East quarter corner of said Section 36; thence South along the East line of said section 676.0 feet to a 1 1/4" iron pipe 30 inches long which is the true point of beginning; thence South 75° 32' West a distance of 820.13 feet to a 1 1/4" iron pipe 30 inches long; thence North 79° 54' West a distance of 647.74 feet to a 1 1/4" iron pipe 30 inches long; thence North 64° 25' West a distance of 692.67 feet to a 1 1/4" iron pipe 30 inches long; thence North 57° 56' West a distance of 530.90 feet to a 1 1/4" iron pipe 30 inches long; thence North 77° 24' West a distance of 169.01 feet, more or less, to a point on the West line of Government Lot 3, said point being marked by a 1 1/4" iron pipe 30 inches long; thence South along said West line a distance of 284.04 feet, more or less, to an intersection with the meander line, said point being marked by a 1 1/4" iron pipe 30 inches long; thence South 73° 21' East along said meander line a distance of 2,786.44 feet, more or less, to the meander corner on the East line of said Section 36; thence North along said East line a distance of 555.66 feet, more or less, to the true point of beginning

and containing 12.54 acres, more or less, of which 4.31 acres are in said Government Lot 3 and 8.23 acres are in said Government Lot 4.

All being in Township 38 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 11

Sections 1, 2 and 12 - EXCEPTING THEREFROM parts of Government Lot 1 and 2 of Section 1, a part of the Fractional E1/2 of the E1/2 of Section 2, and parts of Government Lots 3 and 1, a part of the NW1/4 of the NW1/4 and a part of Government Lot 2, Section 12, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as Parcel 5 of Volume M88, page 11854 Microfilm Records of Klamath County, Oregon, more particularly described as follows:

Beginning at the point of Intersection of the East line of Government Lot 3 of said Section 12, with the meander line of Round Lake, from which point the meander corner on the East line of said Section 12 bears South 49 degrees 56' 30" East, 1713.2 feet distant; thence Northerly along said meander line as follows:

(1) North 59° 35' 30" West, 774.1 feet to a point;

North 47° 48' 00" West, 1313.8 feet to a point;

North 55° 04' 30" West, 986.6 feet to a point; said point being hereinafter referred to a "Point X";

North 17° 35′ 00" West, 838.1 feet to the meander corner on the North line of said Section 12;

- (5) North 57° 35' 00" West, 987.1 feet to a point; said point being hereinafter referred to as Point "Y":
- (6) North 10° 16′ 30″ West, 2157.3 feet to a point;
- (7) North 5° 13' 00" West, 980.3 feet to a point;
- (8) North 20° 56' 00" West, 87.0 feet to the meander corner on the West line of said Section 1; and
- (9) North 23° 22′ 30″ West, 1701.9 feet to the meander corner on the North line of said Section 2; thence North 89° 56′ 00″ West, leaving said meander line, along said North section line, 32.7 feet, more or less, to the point of intersection of said North line with a parallel to and 30 feet distant Westerly from, when measured at right angles to, the last herein described course of said meander line, said point of intersection being marked by an iron pipe 1 1/4″ in outside diameter, 30 inches long and driven into the ground as are all angle points on, and the Southerly terminus of, the Westerly line of the real property hereby described so marked; thence Southerly parallel to and 30 feet distant Westerly from said meander line, as follows:
- (1) South 23° 22' 30" East, 1714.0 feet, more or less, to a point on the bisector of the re-entrant angle first on said meander line;
- (2) South 20° 56′ 00″ East, 82.4 feet, more or less, to a point on the bisector of the re-entrant angle next on said meander line; and
- (3) South 5° 13' 00" East, 977.4 feet, more or less, to a point on the bisector of the sallent angle next on Said meander line;
- (4) South 10° 16′ 30" East, 429.0 feet to a point; thence South 50 degrees 47′ 00" West, leaving said parallel line, 1553.4 feet to a point; thence South 63° 53′ 00" East, 1710.6 feet, more or less,

to a point which is South 8° 16' 30" West, 38.9 feet from Point Y; thence South 45° 52' 30" East, 921.3 feet to a point; thence South 31° 19' 30" East, 780.5 feet, more or less, to the point of intersection of the bisector of the sallent angle at Point X and a line which is parallel and 30 feet distant Westerly from when measured at right angles to, said meander line; thence Southerly parallel to and 30 feet distant Westerly from said meander line, as follows:

(1) South 55° 04' 30" East, 994.8 feet, more or less, to a point on the bisector of the re-entrant angle next on said meander line; and

(2) South 47° 48' 00" East, 1315.0 feet, more or less, to a point on the bisector of the sallent angle next on said meander line; thence South 49° 35' 00" East, leaving said parallel line, 899.8 feet, more or less, to a point of the East line of Government Lot 3 of said Section 12; said point being the Southerly terminus of said Westerly line and being the Northwest corner of a tract of land in Government Lot 4 of said Section 12, conveyed by Louis W. Soukup and wife, to Weyerhaeuser Timber Company by a deed dated October 7, 1953, recorded in Deed Volume 264 at page 617, Records of Klamath County, Oregon; thence North 00° 07' 00" East, along said East lot line, 216.00 feet, more or less, to the point of beginning.

# Section 12 - A part of Government Lot 4, more particularly described as follows:

Beginning at a point on the South line of said Government Lot 4, said point being 246.2 feet West of the Southeast corner of said government lot, and is marked by a 1 1/4" iron pipe 30 inches long; thence North 38° 30' West a distance of 395.5 feet to a 1 1/4" iron pipe 30 inches long; thence North 13° West a distance of 243.8 feet to a 1 1/4" iron pipe 30 inches long; thence North 39° West a distance of 509.0 feet to a 1 1/4" iron pipe 30 inches long; thence North 77° West a distance of 458.0 feet, more or less, to a point on the West line of said government lot; thence South along the West line of said government lot 1,042.0 feet, more or less, to the Southwest corner of said government lot; thence East along the South line of said government lot 1,074.0 feet, more or less, to the point of beginning,

Section 3 - All

Section 4 - All

Section 5 - All, less a strip in N1/2 SW1/4, SE1/4 SW1/4 and S1/2 SE1/4 for existing public road

Section 6 - All, less a strip in N1/2 SW1/4 and N1/2 SE1/4 for existing public road

Section 7 – All

Section 8 - All, less a strip in NE1/4 NE1/4 for existing public road

Section 9 - All, less a strip in NW1/4 NW1/4, S1/2 NW1/4, N1/2 SW1/4, SE1/4 SW1/4 and SW1/4

SE1/4 for existing public road

Section 10 - All

Section 11 - All

Section 13 - All

Section 14 - All

Section 15 - Government Lots 1 and 2, N1/2 SW1/4, N1/2, SE1/4, less a strip for existing public

Section 16 - Government Lot 1, N1/2, SW1/4, SW1/4 SE1/4, N1/2 SE1/4, less a strip for existing public road

Section 17 - All

Section 18 - All

Section 19 - N1/2 NW1/4, NE1/4, NE1/4 SE1/4, S1/2 SE1/4, SW1/4

Section 20 - All

Section 21 - Government Lot 1 being a portion of the NE1/4 NE1/4, Government Lot 1 being a portion of the SE1/4 SW1/4, NW1/4, W1/2 NE1/4, SE1/4 NE1/4, N1/2 SE1/4, SE1/4, SE1/4, SE1/4, SW1/4 SW1/4

Section 22 - Government Lots 1 and 2, S1/2 NW1/4, NE1/4, S1/2, less a strip in NE1/4 NE1/4 for existing public road

Section 23 - All, less a strip in the SW1/4 NE1/4, NW1/4 NW1/4, S1/2 NW1/4,

NE1/4 SW1/4, NW1/4 SE1/4 and S1/2 SE1/4 for existing public road Section 24 - N1/2, SW1/4, N1/2 SE1/4, SW1/4 SE1/4

Section 25 - 66 foot wide strip in S1/2 SW1/4 as described in Volume 288, page 558, Microfilm Records of Klamath County, Oregon, SE1/4 SW1/4 SW1/4 lying Southeasterly of North line of 66 foot strip, 66 foot wide strip in S1/2 SE1/4 SW1/4 and SW1/4 SW1/4 SE1/4 Section 26 - N1/2, less a strip for highway in NE1/4 NE1/4, NE1/4 SW1/4, SE1/4 SW1/4 less tract sold by Volume M70, page 2243, Microfilm Records of Klamath County, Oregon, SE1/4 SE1/4 lying Southeasterly of Northwesterly line of 66 foot wide strip, NW1/4 SE1/4, SW1/4 SE1/4 less tract sold by Volume M70, page 2243, Microfilm Records of Klamath County, Oregon.

Section 27 - N1/2 NE1/4

Section 28 - Government Lots 7 and 8

Section 29 - N1/2 NW1/4 less 2.07 acre tract in NW1/4 NW1/4 sold by July 23, 1958 Deed Section 30 - NW1/4 NE1/4 EXCEPT the SW1/4 NW1/4 NE1/4; Government Lots 1, 2, 3 and 4, N1/2 NE1/4 NE1/4 NW1/4, NW1/4 NE1/4 NW1/4, NW1/4 NW1/4, S1/2 NW1/4, NE1/4 SW1/4, W1/2 SW1/4, and SE1/4 SW1/4 EXCEPTING therefrom parts of Government Lots 2 and 1, the E1/2 of SW1/4, and Government Lots 3 and 4 of Section 30 and the NW1/4 of NE1/4 of Section 31, more particularly described as follows:

Beginning at the Northeast corner of said Section 30; thence South 0° 08' West along the East line of said Section for a distance of 1,812.82 feet to a point marked by a copper-nickle pipe, 5/8 inch in diameter and 40 inches in length, set in a rock mount, said point being the true point of beginning of this description; thence South 86° 17' West for a distance of 0.92 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated WT 8, said iron pipe, as are all other iron pipes mentioned in this description, being referenced by a copper-nickle pipe, 5/8 inch in diameter and 40 inches in length, driven adjacent thereto until its top is 10 inches above the ground; thence North 75° 46' West for a distance of 460.81 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 7; thence South 72° 24' West for a distance of 1,183.71 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 6; thence North 75° 06' West for a distance of 516.19 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 5; thence South 36° 06' West for a distance of 1,396.82 feet to a point marked by an iron pipe, 3/4 inch in diameter, and driven flush with the ground and designated WT 4; thence South 2° 46' West for a distance of 1,031.45 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 3; thence South 41° 00' East (at distance of 1,540.84 feet crossing the South line of said Section 30 at a point which is 767.05 feet distant South 88° 34' East from the South quarter corner thereof) for a distance of 1,542.89 feet to a point marked by an iron pipe, 3/4 inch in diameter,

driven flush with the ground and designated WT 2; thence South 39° 59' East for a distance of 660.00 feet to a point marked by a copper-nickle pipe, 5/8 inch in diameter and 40 inches in length, driven in the ground until its top is 10 inches above the ground; thence continuing South 39° 59' East for a distance of 195 feet, more or less, to a point on the East line of the NW1/4 of NE1/4 of said Section 31; thence North along said East line for a distance of 640 feet, more or less, to the Northeast corner of said NW1/4 of NE1/4, thence East along the South line of said Section 30 to the Southeast corner of said Government Lot 4; thence Northerly along the Easterly line of said Government Lot 4, the Easterly line of said Government Lot 3, and the Southeasterly line of said Government Lot 2 to the Southwest corner of said Government Lot 1; thence Easterly along the South line of said Government Lot 1 to the Southeast corner thereof; thence North along the East line of said Section 30 to the true point of beginning of this description. Containing 96.59 acres, more or less, 12.51 acres of which are in said Government Lot 2, 8.51 acres in said Government Lot 1, 5.53 acres in the NE1/4 of SW1/4, and 2.19 acres in the SE1/4 of SW1/4 of said Section 30, 31.91 acres in said Government Lot 3, 31.64 acres in said Government Lot 4, and 4.30 acres in said NW1/4 of NE1/4; and also, all accretion lands inuring to the parts of said Government Lots 2, 1, 3 and 4 above described by operation of law. Section 31 - NE1/4 NW1/4, NW1/4 NE1/4 EXCEPTING therefrom parts of Government Lots 2 and 1, the E1/2 of SW1/4, and Government Lots 3 and 4 of Section 30 and the NW1/4 of NE1/4 of Section 31, more particularly described as follows:

Beginning at the Northeast corner of said Section 30; thence South 0° 08' West along the East line of said Section for a distance of 1,812.82 feet to a point marked by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, set in a rock mount, said point being the true point of beginning of this description; thence South 86° 17' West for a distance of 0.92 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated WT 8, said iron pipe, as are all other iron pipes mentioned in this description, being referenced by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, driven adjacent thereto until its top is 10 inches above the ground; thence North 75° 46' West for a distance of 460.81 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 7; thence South 72° 24' West for a distance of 1,183.71 feet to a point marked by an iron pipe. 3/4 inch in diameter, driven flush with the ground and designated as WT 6; thence North 75° 06' West for a distance of 516.19 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 5; thence South 36° 06' West for a distance of 1,396.82 feet to a point marked by an iron pipe, 3/4 inch in diameter, and driven flush with the ground and designated WT 4; thence South 2° 46' West for a distance of 1,031.45 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 3; thence South 41° 00' East (at distance of 1,540.84 feet crossing the South line of said Section 30 at a point which is 767.05 feet distant South 88° 34' East from the South quarter corner thereof) for a distance of 1,542.89 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated WT 2; thence South 39 degrees 59' East for a distance of 660.00 feet to a point marked by a copper-nickle pipe, 5/8 inch in diameter and 40 inches in length, driven in the ground until its top is 10 inches above the ground; thence continuing South 39° 59' East for a distance of 195 feet, more or less, to a point on the East line of the NW1/4 of NE1/4 of said Section 31; thence North along said East line for a distance of 640 feet, more or less, to the Northeast corner of said NW1/4 of NE1/4, thence East along the South line of said Section 30 to the Southeast corner of said Government Lot 4; thence

Northerly along the Easterly line of said Government Lot 4, the Easterly line of said Government Lot 3, and the Southeasterly line of said Government Lot 2 to the Southwest corner of said Government Lot 1; thence Easterly along the South line of said Government Lot 1 to the Southeast corner thereof; thence North along the East line of said Section 30 to the true point of beginning of this description. Containing 96.59 acres, more or less, 12.51 acres of which are in said Government Lot 2, 8.51 acres in said Government Lot 1, 5.53 acres in the NE1/4 of SW1/4, and 2.19 acres in the SE1/4 of SW1/4 of said Section 30, 31.91 acres in said Government Lot 3, 31.64 acres in said Government Lot 4, and 4.30 acres in said NW1/4 of NE1/4; and also, all accretion lands inuring to the parts of said Government Lots 2, 1, 3 and 4 above described by operation of law.

Section 35 - NE1/4 NE1/4 lying Southerly of the Northerly line of 66 foot strip; SE1/4 NE1/4, NW1/4 NE1/4. EXCEPT that portion described in Volume M70, page 2243, Microfilm Records of Klamath County, Oregon.

Section 36 - 66 foot wide strip in NE1/4 NE1/4, Government Lots 6 and 7 as described in Volume 85, page 104, Microfilm Records of Klamath County, Oregon

All being in Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 12

Section 30 - Government Lots 1, 2, 3, 4 and 5, NW1/4 SW1/4, S1/2 SW1/4

Section 31 - Government Lot 1, S1/2 NE1/4, NW1/4 NE1/4, NW1/4, NE1/4 SW1/4, SE1/4, that portion of Government Lots 2 and 3 more particularly described in Volume 264, page 617, Deed Records of Klamath County, Oregon

Section 32 - Government Lots 1, 3, 4, 5 and 6, SW1/4 SE1/4, SW1/4

All being in Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 13

Section 4 - Government Lot 2, SW1/4, S1/2 SE1/4~

Section 5 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 6 - NE1/4 NE1/4, East 850 feet of Government Lot 1

Section 7 - Part of Government Lot 3 and the SE1/4 of SW1/4, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest section corner of said Section 7; thence North along the West line of said section a distance of 1091.7 feet to a 1 1/4" iron pipe 30 inches long; thence South 46° 30' East a distance of 425.0 feet to a 1 1/4" iron pipe 30 inches long; thence South 73° 30' East a distance of 831.0 feet to a 1 1/4" iron pipe 30 inches long; thence North 88° East a distance of 691.7 feet to a 1 1/4" iron pipe 30 inches long; thence South 83° 30' East a distance of 367.2 feet to a 1 1/4" iron pipe 30 inches long; thence South 8° 30' East a distance of 90.8 feet to a 1 1/4" iron pipe 30 inches long; thence South 30° 30' East a distance of 67.7 feet to a 3/4" iron pipe 36 inches long; thence South 54° 30' East a distance of 140.0 feet to a 1 1/4" iron pipe 30 inches long; thence North 81° East a distance of 80.8 feet to a 3/4" iron pipe 40 inches long; thence South 72° 30' East a distance of 101.40 feet to a 1 1/4" iron pipe 30 inches long; thence North

77° 30' East a distance of 147.8 feet, more or less, to a 1 1/4" iron pipe 30 inches long, located on the East line of the SE1/4 of SW1/4 of said section; thence South along the East line of the SE1/4 of SW1/4 of said section a distance of 365.0 feet, more or less, to the quarter corner on the South line of said Section 7; thence West along the South line of said section a distance of 2640.0 feet, more or less, to the point of beginning.

Section 8 - N1/2, N1/2 S1/2, SE1/4 SW1/4 EXCEPTING THEREFROM that tract described in Volume M94, page 9186, Microfilm Records of Klamath County, Oregon

Section 9 - W1/2, N1/2 NE1/4, SW1/4 NE1/4

Section 16 - S1/2 NW1/4, NE1/4 SW1/4

Section 17 - NW1/4 NE1/4, S1/2 NE1/4, SE1/4, E1/2 SW1/4, NW1/4 SW1/4, S1/2 NW1/4

Section 18 - All

Section 19 - N1/2, SE1/4, E1/2 SW1/4 and that portion of the NW1/4 SW1/4 being 60 feet wide more particularly described in Volume 91, page 621, Deed Records of Klamath

County, Oregon

Section 20 - N1/2, NW1/4 SE1/4, W1/2 SW1/4

Section 21 - N1/2 NW1/4

Section 27 - A 66 foot wide strip in the SW1/4 NE1/4, NE1/4 SW1/4, Government Lots 1, 2, 7 and 8, NW1/4 SE1/4, SE1/4 NE1/4

Section 28 - A 66 foot wide strip in Government Lots 2 and 3 as described in Volume 78, page 597, Microfilm Records of Klamath County, Oregon

Section 29 - NW1/4 NW1/4

Section 30 - NE1/4 NE1/4

Section 31 - A 66 foot wide strip in SW1/4 NW1/4, NE1/4 SW1/4, Government Lot 2; a 80 foot wide strip in NE1/4 SW1/4; a 66 foot wide strip in Government Lots 5, 7, 8 and 9, less public roads and highways

Section 32 - An 80 foot wide strip in Government Lots 7, 8, 9 and 12 as described in Volume 85, page 104, Deed Records of Klamath County, Oregon, and a 66 foot wide strip in Government Lot 11

Section 33 - An 80 foot wide strip in Government Lot 5, SW1/4 NE1/4, Government Lots 6 and 4, and NE1/4 SW1/4

All being in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 14

Section 32 - Government Lots 1, 2, 3, 4, 5, 9, 10 and 11, SW1/4; SW1/4 SE1/4

EXCEPT that portion conveyed to the State of Oregon by and through its State Highway Commission, recorded July 11, 1932 in Book 255, page 565, Deed Records of Klamath County, Oregon.

All being in Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 15

A strip of land 100 feet wide being 50 feet on either side of the center line of the Ewauna Box Company's main line logging railroad described as follows:

Beginning at Engineer's Station 290-+80, which point is 770 feet (more or less) South and 550 feet (more or less) East of the Northwest corner of Section 16, Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon, and which point is also on the arc of a 4° curve to the right and from which point the tangent to the curve bears South 75° 55' East and running thence; following the arc of a 4° curve to the right a distance of 182.1 feet: thence following the arc of a 4° curve to the left a distance of 363.3 feet; thence South 89° 35' East a distance of 813.7 feet to a point; thence following the arc of a 6° curve to the right a distance of 729.2 feet; thence South 45° 50' East a distance of 60.2 feet to Engineer's Station 312+50 which point is on the North and South quarter line and 1,240 feet (more or less) South of the quarter section corner common to Sections 9 and 16, Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon; thence 45° 50' East a distance of 123 feet; thence following the arc of an 8° curve to the left a distance of 219.6 feet: thence South 63° 24' East a distance of 347.4 feet; thence following the arc of an 8° curve to the left a distance of 460.6 feet; thence North 79° 45' East a distance of 816.7 feet; thence following the arc of an 8° curve to the right a distance of 374.8 feet; thence South 70 ° 18' East a distance of 477.9 feet to Engineer's Station 340+70 which point is on the East line of said Section 16 and 910 feet (more or less) North of the quarter section corner common to Sections 16 and 15, Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon, being 4,990 feet (more or less) in length.

## PARCEL 16

A strip of land 100 feet wide on either side of the centerline of the Ewauna Box Company's main line logging railroad described as follows:

Beginning at Engineer's Station 266+00 which point is 975 feet, more or less, East of the quarter section corner common to Sections 8 and 17, Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon and running thence in a Southeasterly direction as surveyed and staked over and across the Northeast quarter of said Section 17 to Engineer's Station 284+95 which point is 725 feet, more or less, South of the Northeast corner of said Section 17 being 1,895 feet, more or less, long.

PARCEL 17 (Sort Yard) Intentionally Deleted

PARCEL 18 (Seed Orchard) Intentionally Deleted

PARCEL 19 (Nursery) Intentionally Deleted

## **BRYANT MOUNTAIN**

#### PARCEL 1:

The following described property situated in Township 40 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon.

Section 17: S1/2 S1/2

Section 18: S1/2

Section 19: N1/2 NE1/4, NE1/4 NW1/4, SW1/4 NE1/4, SE1/4, SE1/4 SW1/4

Section 20: N1/2 N1/2, S1/2 NE1/4, SE1/4 NW1/4, SE1/4, SE1/4 SW1/4, W1/2 SW1/4

Section 21: W1/2, NW1/4 NE1/4, S1/2 NE1/4, NW1/4 SE1/4, S1/2 SE1/4

Section 22: S1/2 NW1/4, SW1/4, SE1/4

Section 26: S1/2 SW1/4

Section 27: All

Section 28: All

Section 29: All

Section 30: N1/2 NE1/4, NE1/4 NW1/4, SW1/4 NE1/4, E1/2 SE1/4, NW1/4 SE1/4, NE1/4 NE1/4 NE1/4 SW1/4

Section 32: N1/2 N1/2, SE1/4 NW1/4, S1/2 NE1/4, NE1/4 SE1/4

Section 33: N1/2, SE1/4, N1/2 SW1/4 and beginning at a point on the Northwest corner of SE1/4 SW1/4, thence Easterly along the along the North boundary of SE1/4 SW1/4 to the Northeast corner of SE1/4 SW1/4; thence Southerly to the Southeast corner of SE1/4 SW1/4; thence diagonally Northwesterly to the point of beginning.

Section 34: All

Section 35: W1/2, W1/2 SE1/4, SE1/4 NE1/4

## PARCEL 2:

The following described property is situated in Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Section 10: E1/2 SE1/4, S1/2 NE1/4

Section 11: SW1/4, SE1/4 NW1/4 (Lot 6), S1/2 SE1/4 (Lots 11 and 12), and NE1/4 SE1/4 (Lot 9)

Section 13: Government Lots 2, 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 (being the SE1/4,

N1/2 SW1/4, SE1/4 SW1/4, SW1/4 NW1/4, S1/2 NE1/4, NW1/4 NW1/4, and

NW1/4 NE1/4)

Section 14: NE1/4, NE1/4 SE1/4, N1/2 NW1/4

Section15: SW1/4 NE1/4, SE1/4

Section 22: N1/2 NE1/4, SE1/4 NE1/4, N1/2 SE1/4, SW1/4 SE1/4, E1/2 SW1/4

Section 23: NW1/4, NW1/4SW1/4

#### D G SHELTER

PARCEL 1: (Little Wocus Bay)

Township 31 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. Section 35: Government Lots 5 and 6

Township 32 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Section 2: Government Lots 1, 2 and 5 The E1/2 of the SW1/4 of the NE1/4

PARCEL 2: (Jackson Creek)

Township 30 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon. Section 7: Government Lots 3 and 4

#### The E1/2 of the SW1/4

## PARCEL 3: (Geo. Smith Allotment)

Township 32 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Section 34: NE1/4 of the NE1/4 Section 35: NW1/4 of the NW1/4

## PARCEL 4: (Wright Springs)

Township 35 South, Range 8 East of the Willamette Meridian, Klamath Couty, Oregon.

Section 35: The W1/2 of the NW1/4 The N1/2 of the SW1/4

# PARCEL 5: (Dice Spring)

Township 34 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon. Section 28: The NW1/4

## PARCEL 6:

Township 40 South, Range 14 1/2 East of the Willamette Meridian, Klamath County, Oregon. Section 12: The N1/2 of the SW1/4; the W1/2 of the SE1/4

## PARCEL 7:

Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 18: Government Lots 1, 2, 3 and 4

#### PARCEL 8:

Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 17: The W1/2 of the SE1/4

## PARCEL 9:

Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 16: All

## PARCEL 10:

Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 19: The E1/2 of the SW1/4; the NW1/4 of the SE1/4 and Government Lot 4

## PARCEL 11:

Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 29: The NW1/4 of the NW1/4

#### PARCEL 12:

Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 30: Government Lots 3 and 4; the E1/2 of the SW1/4

## PARCEL 13:

Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 31: The SE1/4 of the SW1/4

#### PARCEL 14:

Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 33: The W1/2 of the NE1/4; the NE1/4 of the NW1/4; the SE1/4

## PARCEL 15:

Township 41 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 4: Government Lot 1

#### PARCEL 16:

Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 34: The N1/2 of the N1/2

## PARCEL 17:

Township 41 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 11: The SW1/4 of the NW1/4

#### PARCEL 18:

Township 41 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 2: The SW1/4 of the SW1/4

#### PARCEL 19:

Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 34: The SW1/4 of the SE1/4

# PARCEL 20:

Township 41 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon.

Section 4: Government Lot 4; the SW1/4 of the NW1/4; the W1/2 of the SW1/4; the SE1/4 of the SW1/4

Section 5: The E1/2 of the SE1/4; the SW1/4 of the SE1/4

Section 8: The N1/2 of the N1/2

Section 9: The NW1/4 of the NW1/4

## PARCEL 21:

Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 36: All

## PARCEL 22:

Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 20: The W1/2 of the SW1/4

## PARCEL 23:

Township 41 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Section 3: The NW1/4 of the SE1/4

IΡ

In Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Section 21: Government Lot 2

Section 26: Government Lots 1, 2, and 3, EXCEPTING the Weyerhaeuser Railroad Right of Way, being 66 feet in width and traversing Lots 1 and 2.

Section 27: Government Lots 3, 5, 6, 8 and 9, EXCEPTING the Weyerhaeuser Railroad Right of Way being 66 feet in width and traversing Lot 6

Section 28: Government Lot 6

Section 29: Government Lots 1, 2, 3, 4, 5, 6 and 7,

EXCEPT the following described tract of land:

Parts of Lots 1, 2, and 3 of Section 29, Township 39 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at the section corner common to Sections 19, 20, 29 and 30, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence South 0°02' 53" East, along the West line of Section 29, a distance of 1,805.49 feet to the true point of beginning of this description; thence South 75°57'45" East a distance of 48.18 feet to a point; thence North 84°47' 58" East a distance of 653.11 feet to a point; thence North 6°51' 53" East to the intersection with the 1/16 Section line between

the Northwest quarter of the Northwest quarter and Lot 1 a distance of 443.51 feet to an iron pin; thence East along the said 1/16 Section line a distance of 446.09 feet to an iron pin; thence South 11°33'51" East a distance of 548.51 feet to an iron pin; thence North 78°04'23" East a distance of 2,490.78 feet to a point in Lot 3 from which point the Northeast corner of said Section 29 bears North 48°22' 12" East a distance of 2,082.39 feet; thence South 0°24'58" East to the intersection with the Meander Line along the right bank of the Klamath River, a distance of 365 feet, more or less; thence Westerly along the Meander Lines of said Lots 1, 2 and 3 to the intersection with the West line of said Section 29; thence North along the West line of said Section 29, a distance of 485 feet, more or less to the true point of beginning.

ALSO EXCEPT Parts of Lots 6 and 7 of Section 29, Township 39 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at the section corner common to Sections 20, 21, 28 and 29, Township 39 South, Range 7 East of the Willamette Meridian; thence South 48°22'12" West a distance of 2,082.39 feet to a point marked by an iron pin and designated as "LB-14"; thence South 0°24'58" East a distance of 868.91 feet to a point marked by an iron pin in Lot 6, said point being the true point of beginning of this description; thence North 82°03'08" West a distance of 876.03 feet to a point marked by an iron pin; thence South 58°29'02" West to the intersection with the South line of said Lot 7, a distance of 1,015 feet, more or less; thence West along the South line of said Lot 7, a distance of

700 feet, more or less to the West line of Lot 7; thence North along the West line of said Lot 7 to the intersection with the Meander line along said Lot 7, a distance of 130 feet, more or less; thence Easterly along the Meander lines of said Lots 7 and 6 to the intersection with the line bearing South 0°24' 58" East between said point "LB-14" and the true point of beginning; thence

South 0°24'58" East along said line, a distance of 188.91 feet, more or less, to the true point of beginning.

Section 31: Government Lots 1, 2, 3, 4 and 5, SW1/4 NE1/4; NW1/4 NW1/4; S1/2 NW1/4; N1/2 SW1/4; SW1/4 SW1/4:

EXCEPT the following described tract of land: Parts of Lots 4 and 5 of Section 31, Township 39 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the ¼ section corner common to Sections 30 and 31, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence South 88°39'29" East along the North line of Section 31 to the intersection with the West line of said Lot 5, a distance of 1,348.27 feet, more or less, to the true point of beginning of this description; thence South along the West line of said Lot 5, a distance of 640.48 feet to a point; thence South 41°11'19" East, a distance of 240.29 feet to a point marked by an iron pin; thence South 42°50'07" East, a distance of 1194.47 feet to a point marked by an iron pin; thence South 9°13'28" East a distance of 386.02 feet to a point marked by an iron pin; thence South 41°45'43" West to the intersection with the North boundary of the right of way of State Highway No. 21; thence Northeasterly along the said highway right of way to the intersection with the Meander line along the East side of said Lot 4; thence Northerly along the Meander line of said Lots 4 and 5 to the intersection with the North line of said Section 31; thence North 88°39'29" West along the North line of said Section 31, a distance of 383.93 feet to the true point of beginning.

ALSO EXCEPT Parts of Lots 1, 2, 3 and 4 of Section 31, Township 39 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the corner common to Sections 36, 31, 1 and 6, Township 39 and 40 South, Range 6 and 7 East of the Willamette Meridian; thence South 89°56'42" East along the South line of said Section 31, a distance of 1,960.02 feet to a point marked by an iron pin and the true point of beginning of this description; thence North 27°31'03" East, a distance of 688.07 feet to a point marked by an iron pin; thence North 59°46'33" East a distance of 1,781.22 feet to a point marked by an iron pin; thence North 44°16'57" East a distance of 969.68 feet to a point marked by an iron pin; thence North 14°50'18" East a distance of 629.93 feet to a point marked by an iron pin; thence North 41°45'43" East to the intersection with the South boundary of the right of way of State Highway No. 21; thence Northeasterly along the said highway right of way to the intersection with the Meander Line along the East side of said Lot 4; thence Southwesterly along the Meander Lines of said Lots 4, 3, 2 and 1, to the intersection with the South line of said Section 31; thence North 89°56'42" West along the South line of said Section 31, a distance of 165 feet, more or less, to the true point of beginning.

Sections 31 and 32: All those portions of Lots 2 and 3 of Section 32; and Lots 7, 8 and 9 of Section 31, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Section 31; thence West to the South one-quarter corner of said Section 31; thence North 55°07'36" East a distance of 1584.5 feet; thence North 38°56'19" East a distance of 1285.69 feet; thence North 58° 28'29" East a distance of 1253.27 feet; thence North 3°24'34" East to the South right of way line of the Oregon State Primary

Highway No. 21 (Route No. 66); thence Northeasterly along said South right of way line to its intersection with the East line of said Lot 2; thence South along the East

lines of said Lots 2 and 3 to the Southeast corner of aid Lot 3; thence West along the South line of said Lot 3 to the Northeast corner of said Lot 8; thence South along the East line of said Lot 8 to the place of beginning.

EXCEPTING THEREFROM the 60 foot wide County Road as now located through said Lots 3, 7, 8 and 9.

ALSO EXCEPTING THEREFROM that portion conveyed to Klamath County for road purposes by Warranty Deed recorded April 16, 2001 in Volume M01, page 16273, Microfilm Records of Klamath County, Oregon.

ALSO EXCEPT that portion conveyed to the State of Oregon by and through its Department of Transportation by Warranty Deed recorded May 20, 2005 in Volume M05, page 37095, Microfilm Records of Klamath County, Oregon.

Section 35: Government Lots 1, 2, 6, 7, 8 and 9, EXCEPTING the Weyerhaeuser Railroad Right of Way, being 66 feet in width and traversing Lots 6, 7, 8 and 9

In Township 40 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

Section 12: Government Lot 7, N1/2 NW1/4; SW1/4 NW1/4; EXCEPT the following described tract of land:

That portion of the Northeast one-quarter of the Northwest one-quarter and the Southeast one-quarter of the Northwest one-quarter (or Lot 7) of Section 12, Township 40 South, Range 6 East of the Willamette Meridian, more particularly described as follows:

Beginning at the West one-quarter corner of said Section 12; thence North 87°00'36" East along the South line of the Northwest one-quarter of said Section a distance of 1427.91 feet to the true point of beginning of this description; thence North 27°46' East a distance of 509.26 feet to a point 30 feet Westerly of the center line of an existing road, when measured at right angles to aid road center line; thence continuing parallel to and 30 feet Westerly of the center line of said road, when measured at right angles thereto, on the following courses and distances: North 8°36' West a distance of 421.25 feet; thence North 37°11' East a distance of 551.16 feet; North 54°57'37" East a distance of 251.74 feet; North 31° 33'36" East a distance of 673.50 feet; thence leaving a course

parallel to the road run North 27°46' East a distance of 308.53 feet to a point in the East line of the Northwest one-quarter of said Section 12, which point is South 1°00'22" West a distance of 320.49 feet from the Northeast corner of said North one-quarter; thence South 1°00'22" West a distance of 2236.88 feet to the center of said Section 12; thence South 87° 00'36" West a distance of 1172.03 feet to the point of beginning.

## YOUNG

The NE1/4 NE1/4 of Section 29, Township 32 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

## **BAILEY FLAT**

The S1/2 SE1/4 NE1/4 of Section 35, Township 35 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

## CONOVER

## Parcel 1:

The N1/2 NW1/4 of Section 7, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon

#### Parcel 2:

That portion of the NE1/4 NW1/4 of Section 6, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of the Langell Valley Highline Irrigation Canal.

#### Parcel 3:

Government lots 1, 2, 3 and 4; the SE1/4 NW1/4 the NE1/4 SW1/4 and the SE1/4 SW1/4 of Section 6, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### Parcel 4:

That portion of the SE1/4 SW1/4 of Section 31, Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of the West Langell Valley Road.

## **DELINGER**

The SE1/4 NE1/4 of Section 3, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

## EAST CASCADE

## PARCEL 1:

The S1/2 of NE1/4 of Section 4, Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon

#### PARCEL 2:

The E1/2 NW1/4 NW1/4 SW1/4 in Section 4, Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3:

The SW1/4 of the NE1/4 of the SW1/4 and the N1/2 of the NE1/4 of the SW1/4 of Section 4, Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 4:

The SE1/4 NW1/4 SW1/4 of Section 4, Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 5:

The E1/2 SW1/4 NW1/4 SW1/4 of Section 4, Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# PARCEL 6:

The NE1/4 of the NW1/4 of the SE1/4 and the N1/2 of the SW1/4 of the SE1/4 of Section 9, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 7:

The SE1/4 of the NW1/4 of the SE1/4 of Section 9, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 8:

The SW1/4 of the NW1/4 of the SE1/4 of Section 9, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 9:

S1/2 SW1/4 SE1/4 of Section 9 Township 41 South Range 7 East of the Willamette Meridian, Klamath County, Oregon

## TIBERI/AAMOND

## PARCEL 1:

The NE1/4 NW1/4 of Section 16, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2:

The NW1/4 of the NE1/4 of the NW1/4 and the E1/2 of the SW1/4 of the NW1/4 of the NW1/4 and the NW1/4 of the NW1/4 of the NW1/4 of Section 14, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

## **NICHOLSON**

The W1/2 SW1/4 of Section 25; the E1/2 SE1/4 of Section 26; the NW1/4; E1/2 NE1/4 SW1/4; E1/2 SE1/4 SW1/4; S1/2 SE1/4 of Section 36, all in Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM all subsurface rights, except water as reserved by instruments recorded in Volume 290, page 155, Volume 290, page 157, Volume 290, page 159, Deed Records of Klamath County, Oregon.

## T35 R07 REMAINDER

## PARCEL 1:

A parcel of land situate in Government Lots 1, 8, 9 and 16 in Section 33, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point in the Northeast corner of Lot 9, Section 33, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence South along the East line of said Lot 9 and Lot 16, Section 33, to a point in the Southeast corner of said Lot 16, 1320 feet: thence West along the South line of said Lot 16, 600 feet to a point in the center of the S.P. Railway right of way; thence in a Northwesterly direction along the center line of said railroad right of way 1341 feet to a point in the North line of said Lot 9; thence East along the North line of said Lot 9, 835 feet to the point of beginning, being all that portion of said lots 9 and 16 lying East of the said railway right of way, containing 21.70 acres, more or less. ALSO all that part of Lot 1, Section 33, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, East of the S.P. Railway except 6.07 acres deeded to Sarah Weeks Jim by restricted deeds approved April 5, 1928, and February 27, 1942, and except four acres in said Lot 1 East of the railway and West of the Dalles-California Highway #97, deeded to Lizzie Blair Knight Kirk by restricted deed approved March 29, 1948, leaving 6.43 acres, more or less, in said Lot 1, less highway and railroad rights of way. ALSO all that part of Lot 8, Section 33, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, East of the Southern Pacific Railroad except four acres in said Lot 8 East of said railroad and West of The Dalles-California Highway #97 deeded to Lizzie Blair Knight Kirk by restricted deed approved November 7, 1947, leaving 9.50 acres, more or less.

EXCEPTING THEREFROM that portion conveyed to the Sate of Oregon, by and through its Department of Transportation, Highway Division by instrument recorded February 18, 1988 in Volume M88, page 2312, Microfilm Records of Klamath County, Oregon.

## PARCEL 2:

The NE1/4 SW1/4 SE1/4 of Section 35, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

# PARCEL 3:

NW1/4 SE1/4 SE1/4 of Section 35, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 4:

The NE1/4 SE1/4 SE1/4 of Section 35, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 5:

The SE1/4 SE1/4 SE1/4 of Section 35, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 6:

The SE1/4 SW1/4 SE1/4 and the SW1/4 SE1/4 SE1/4 of Section 35, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 7:

The NW1/4 of the SW1/4 of the SW1/4 of Section 36, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### ELLINGSON

## Parcel 1:

The NW1/4 of Section 25, Township 30 South, Range 10, East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING therefrom that portion lying East of the Williamson River and being more particularly described as follows:

Starting at the quarter corner between Sections 24 and 25 of Township 30 South, Range 10 East of the Willamette Meridian, Oregon; thence running South for a distance of 2640 feet; thence West a distance of 1400 feet to the East bank of Williamson River; thence North 35° East a distance of 175 feet; thence North 425 feet; thence East 175 feet; thence North 20° West 500 feet; thence North 495 feet; thence West 15° North 165 feet; thence North 5° West 640 feet; thence North 20° West 450 feet; thence East a distance of 1600 feet to the starting point, deeded to Howard Mayfield by deed approved by the Department of Interior on February 1, 1930, recorded in Deed Book, Non-Competent Indian Lands, Volume 58, page 100.

#### Parcel 2:

The W1/2 of the SW1/4; the SE1/4 of the SW1/4; and the S1/2 of the NE1/4 of the SW1/4 of Section 22, Township 34 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon.

#### Parcel 3:

The S1/2 of the S1/2 of Section 36, Township 34 South Range 13, East of the Willamette Meridian, Klamath County, Oregon

## Parcel 4:

The SE1/4 of Section 29, Township 31 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon

#### Parcel 5:

The E1/2 of the E1/2 of Section 10, Township 38 South Range 6, East of the Willamette Meridian, Klamath County, Oregon

#### Parcel 6:

The W1/2 of the SE1/4 of Section 2, Township 33 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon

## Parcel 7:

The SE1/4; and the SE1/4 of the SW1/4 of Section 35, Township 34 South Range 8, East of the Willamette Meridian, Klamath County, Oregon

## Parcel 8:

Government Lot 3, the SE1/4 of the NW1/4, and the NE1/4 of the SW1/4 of Section 2, Township 35 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon

#### Parcel 9:

Government Lots 1 and 2; and the S1/2 of the NE1/4 of Section 1, Township 35 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon

#### Parcel 10:

Government Lots 4, 5, 6, 7, 14, 15, 16 and 17, Section 16, Township 35 South, Range 7, East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING therefrom that portion lying within State Highway No. 62.

## U. S. TIMBERLANDS

## Parcel 1:

Section 25 – E1/2 NE1/4, E1/2 NW1/4, E1/2 W1/2 NW1/4

All being in Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

#### Parcel 2:

Section 1 – SE1/4 SE1/4

Section 12 - E1/2 E1/2

Section 13 - E1/2 E1/2

All being in Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

#### T35 R12 REMAINDER

# Parcel 1: (Langton)

West one-half of the Northeast one quarter of the Northeast one quarter of Section 11, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# Parcel 2: (Petty)

Parcel 2 of Land Partition 3-92, situated in Section 1, Township 35 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.

## Parcel 3: (Skiles)

Parcel 1 of Land Partition 3-92 situated in Section 1, Township 35 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.

## Parcel 4: (Gheller)

NE1/4 NE1/4 of Section 2, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as beginning at the Northeast corner of said Section 2; thence South 89 degrees 47' 05" West 75.29 feet; thence South 89 degrees 51' 31" West 585.90 feet; thence South parallel to the East line of said section 659.55 feet; thence East parallel to the North line of said section to a point on the East line of said section; thence North along the East line of said section to the point of beginning.

# Parcel 5: (Ottonello)

S1/2 NE1/4 SE1/4 of Section 2, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# Parcel 6: (Raz)

(a) The following described property situate in Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Section 14: The W1/2 NW1/4; the SW1/4; and the W1/2 SE1/4

Section 15: All

Section 16: The NW1/4 NE1/4; the E1/2 E1/2; the S1/2 SW1/4 SE1/4; the S1/2 N1/2 SW1/4 SE1/4 and the S1/2 SE1/4 SW1/4 and S1/2 N1/2 SE1/4 SW1/4, EXCEPTING THEREFROM that portion lying West of the Sycan River.

Section 21: The N1/2 N1/2 NE1/4

(b) The NE1/4 NW1/4 of Section 21, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM that portion lying West of the Sycan River.

## Parcel 7: (Anderson III)

Government Lot 4 and the N1/2 of Government Lot 5 in Section 12, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM that portion lying Southwesterly of the road.

## Parcel 8: (Caldwell)

Government Lots 1, 2 and 3, Section 12, Township 35 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.

## Parcel 9: (Larabee)

The S1/2 of Government Lot 5, All Government Lots, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Section 12, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### Parcel 10: (Price)

All in Township 35, South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.

Section 13: W1/2 W1/2; SE1/4 SW1/4; and S1/2 S1/2 NE1/4 SW1/4 Section 14: E1/2 E1/2; W1/2 NE1/4

# Parcel 11: (Arshi)

E 1/2 NW 1/4, Section 14, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# Parcel 12: (Fitzpatrick)

The SW1/4 SW1/4 of Section 8, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# Parcel 13: (Hunt)

- (a) The part of the W1/2 of the W1/2 of the W1/2 of the SE1/4 and the W1/2 of the E1/2 of the W1/2 of the W1/2 of the SE1/4 of Section 8, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, that lies North of the Sycan River, in the County of Klamath, State of Oregon.
- (b) Beginning at the Southwest corner of the E1/2 of the E1/2 of the W1/2 of the NW1/4 of the SE1/4 that lies North of the Sycan River, in Section 8, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon; thence North 363 feet to a point; thence East 60 feet to a point; thence South to the Northerly boundary of the Sycan River; thence West along the river to the point of beginning, in the County of Klamath, State of Oregon.

# Parcel 14: (Poolman)

A portion of the NW1/4 SE1/4 of Section 8, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the SE corner of the E1/2 E1/2 W1/2 NW1/4 SE1/4 that lays North of the Sycan River in Section 8, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, thence North 396' to a point, thence West 165' to a point, thence South 33' to a point, thence East 60' to a point thence South 363' to Northerly boundary of the Sycan River, thence East along the river to the point of beginning.

#### Parcel 15: (Kempton)

That portion of the E1/2 W1/2 E1/2 SE1/4 lying South of the Sycan River situate in Section 8, Township 35 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.

#### Parcel 16: (Godowa)

The E1/2 E1/2 SE1/4 of Section 8, Township 35 South, Range 12 East of the Willamette Meridian, lying South of the Sycan River, Klamath County, Oregon.

### Parcel 17: (Burg)

The Easterly 495 feet of the SE1/4 that lays North of the Sycan River, Section 8, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# Parcel 18: (Hee)

The North one half of the Southwest one quarter of the Northeast one quarter of Section 13, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# Parcel 19: (Circle D)

The S1/2 NE1/4 NE1/4 of Section 25, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# Parcel 20: (Phillips)

The E1/2 NE1/4 SE1/4 and that portion of the E1/2 SE1/4 NE1/4 lying South of the centerline of Spring (Snake) Creek in Section 25 Township 35 South Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# Parcel 21: (Ricketts)

SE1/4 SE1/4 of Section 25, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# Parcel 22: (Hassett)

The NW1/4 of Section 36, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# Parcel 23: (Anderson)

N1/2 SE1/4 NE1/4 and SW1/4 NE1/4 of Section 2, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# Parcel 24: (Miller-Anderson)

S1/2 SE1/4 SE1/4; NE1/4 SW1/4 SE1/4 and SE1/4 SW1/4 SE1/4 all in Section 2, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# Parcel 25: (Klamath County-Sycan)

The S1/2 S1/2 NW1/4 NE1/4 of Section 13, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### Parcel 26: (Anderson #2)

E1/2 NE1/4 NE1/4 of Section 11, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### Parcel 27: (Section 11)

All of Section 11, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPT the NE1/4 NE1/4 and the N1/2 NW1/4 NW1/4

#### Parcel 28: (Sycan/Durant/Geinger)

The N1/2 SW1/4 and the W1/2 NW1/4 of Section 16, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### Parcel 29: (Sycan/Durant/Geinger)

That portion of Section 6 lying Easterly and adjoining the Sycan River.

That portion of the W1/2 of Section 5, lying Easterly and adjoining the Sycan River.

That portion of the W1/2 of Section 8 lying Easterly and Northerly adjoining the Sycan River

and the N1/2 NE1/4 and the N1/2 S1/2 NE1/4 of Section 8. The SW1/4 of Section 9. The E1/2 NW1/4 of Section 16.

All in Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### Parcel 30:

A portion of the E1/2 E1/2 W1/2 NW1/4 SE1/4 of Section 8, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of E1/2 E1/2 W1/2 NW1/4 SE1/4 that lays North of the Sycan River in Section 8, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, thence South 264' to a point, thence East 165' to a point, thence North 264' to a point, thence West 165' to the point of beginning.

#### **BYERS**

#### Parcel 1:

The N1/2 SE1/4 of Section 24, Township 35 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

#### Parcel 2:

The NE1/4 of Section 24, Township 35 South, Range 8 East of the Willamette Meridian.

#### KENO SPRINGS

The SE1/4 of Section 25, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

#### SUN MOUNTAIN

#### PARCEL 1

The NW1/4 of the SE1/4 of the NE1/4 of Section 34, Township 32 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

The NW1/4 of the NW1/4 of the SE1/4 of Section 34, Township 32 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3

The E1/2 of the SW1/4 of the SW1/4 of the SE1/4 of Section 34, Township 32 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

The W1/2 of the SE1/4 of the SW1/4 of the SE1/4 of Section 34, Township 32 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 5

The N1/2 of the NW1/4 of the SE1/4 and the W1/2 of the NW1/4 of the NE1/4 of the SE1/4 of Section 5, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 6

The SE1/4 of the NW1/4 of the SW1/4 of Section 11, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 7

The NW1/4 of the NW1/4 of the SW1/4 of Section 11, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 8

The NW1/4 of the NW1/4 of the NW1/4 of Section 17, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 9

The SW1/4 of the NW1/4 of the SW1/4 of Section 17, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 10

The NW1/4 of the NW1/4 of the NE1/4 of Section 19, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 11

The SW1/4 of the NW1/4 of the NE1/4 of Section 19, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 12

The W1/2 N1/2 S1/2 NE1/4 SE1/4 of Section 13, Township 30 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 13

The E1/2 N1/2 S1/2 NE1/4 SE1/4 of Section 13, Township 30 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 14

The S1/2 S1/2 NE1/4 SE1/4 of Section 13, Township 30 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

#### COUNCIL GROVE

#### PARCEL 1:

That portion of the S1/2 NW1/4 SE1/4, Section 12, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, lying East of Crooked Creek, said land lying on the Easterly side of Crooked Creed.

TOGETHER WITH a perpetual right of way and easement for access to and egress from said parcel along and across a strip of land 30 feet in width running South of and parallel to the 1/16<sup>th</sup> line from Oregon State Highway No. 62 Westerly to the center of the SE1/4, Section 12, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2:

A parcel of land situate in Sections 12 and 13, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

All that portion of said Section 13 lying Easterly of the Easterly right-of-way line of Oregon State Highway Number 62.

ALSO, Beginning at a brass capped monument marking the Northwest corner NE1/4 of said Section 13; thence South 01° 18' 11" East along the center of section line 1329.05 feet to a 5/8 inch iron pin; thence North 83° 55' 56" East, 303.21 feet to a 5/8 inch iron pin; thence North 77° 27' 38" East 743.71 feet to a 5/8 inch iron pin; thence South 23° 27' 00" East 904.20 feet to a 5/8 inch iron pin; thence East 155.31 feet to a 5/8 inch iron pin on the Northwesterly bank of Crooked Creek; thence continuing East to the centerline of said Crooked Creek; thence Southerly along the centerline of said Crooked Creek to a point where said creek intersects the North line SE1/4 NW1/4 SE1/4 of said Section 13; thence South 89° 55" 34" East along said North line 1090 feet more or less to a 5/8 inch iron pin marking the Northeast corner of the SW1/4 NE1/4 SE1/4 of said Section 13; thence South 01° 46' 10" East 662.84 feet to a 5/8 inch iron pin marking the Southeast corner SW1/4 NE1/4 SE1/4 of said Section 13; thence South 89° 56' 02" East 661.13 feet to a 5/8 inch iron pin marking the Southeast corner of SE1/4 NE1/4 SE1/4 of said Section 13; thence North 01° 55' 38" West 1325.61 feet to a brass capped monument marking the East ½ corner of said Section 13; thence North 01° 00' 06" West along the section line 967.30 feet to a 5/8 inch iron pin on the Westerly right-of-way line of Oregon State Highway Number 62; thence North 11° 39' 31" West along said right-of-way line 1204.62 feet to a 5/8" iron pin marking a curve to the left; thence along the arc of said curve 518.12 feet to a 5/8" iron pin where said right-of-way line intersects the North line of said Section 13; thence South 89° 57' 13" West along said Section line 933.31 feet to a brass capped monument marking the Northwest corner of NE1/4 NE1/4 of said Section 13; thence North 00° 11' 02" West 1315.71 feet to a brass capped monument marking the Northeast corner of SW1/4 SE1/4 of said Section 12; thence North 89° 44' 01" West 1335.05 feet to a brass capped monument marking the Northwest corner of SW1/4 SE1/4 of said Section 12; thence South 00° 45' 00" East 1322.61 feet to a brass capped monument marking the point of beginning.

EXCEPTING THEREFROM the following:

A parcel of land located in the NE1/4 NE1/4, Section 13, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point of intersection of the section line between Sections 12 and 13, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon; and Westerly right-of-way boundary of Oregon Highway 62 from which the section corner common to Sections 12 and 13, Township 34 South, Range 7 1/2 East of the Willamette Meridian, and Sections 7 and 18, Township 34 South, Range 7 East of the Willamette Meridian, bears North 89° 57' 13" East 328.51 feet; thence South 89° 57' 13" West 993.31 feet along the Section line between Sections 12 and 13 to the East 1/16<sup>th</sup> corner common to Sections 12 and 13; thence South 1° 08' 54" East 150 feet along the West boundary of the NE1/4 NE1/4, said Section 13; thence North 89° 57' 13" East 1022.25 feet to a point of intersection with the Westerly limit of the right-of-way of Oregon Highway 62; thence along the Westerly limit of said right-of-way on a spiral curve whose long chord bears North 12° 19' 24" West 33.89 feet to the point of change from spiral to circular curve left, radius 5679.58 feet; thence along said curve, the long chord of which bears South 12° 55' 41" a distance of 119.89 feet to the point of beginning.

#### BAKER-PERRY

### PARCEL 1:

The S1/2 of the NW1/4 of Section 17, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2:

The SE1/4 SW1/4 NW1/4 of Section 9, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH a 15 feet wide road easement along the West boundary of the NE1/4 SW1/4 NW1/4 of Section 9, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### **CALDWELL-DORRIS**

#### PARCEL 1

The S1/2 of the S1/2 of the SW1/4 of Section 11, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

The NE1/4 NW1/4 NW1/4 and the NE1/4 NE1/4 NW1/4 of Section 14, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3

The SE1/4 SW1/4 NW1/4 of Section 9, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

The NW1/4 NE1/4 NW1/4; E1/2 NE1/4 NW1/4 and the SW1/4 NE1/4 NW1/4 of Section 11, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### <u>MONTGOMERY</u>

SE1/4 of the NE1/4, E1/2 of the SW1/4 of the NE1/4 of Section 14, in Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# **CHASE MOUNTAIN**

#### PARCEL 1

Section 12: Government Lot 1; The SE1/4 of the NE1/4; the E1/2 of the SE1/4

All being in Township 40 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

Section 1: The NW1/4 of the SE1/4; The NE1/4 of the SW1/4; the S1/2 of the SW1/4

Section 2: Fractional N1/2; The N1/2 of the SW1/4; The SE1/4 of the SW1/4; The SE1/4

Section 4: All

Section 6: The N1/2 of the NE1/4; The SE1/4 of the NE1/4; The SE1/4; The S1/2 of the SW1/4

Section 7: The W1/2 of the SW1/4; The SE1/4 of the SW1/4; The SW1/4 of the SE1/4

Section 8: The NE1/4; Government Lots 3, 4, and 5; The NE1/4 of the SW1/4

Section 10: Governments Lots 1, 2, 3, and 4; The S1/2 of the N1/2; The SW1/4

Section 12: The SW1/4; The SE1/4 of the NW1/4; The SW1/4 of the NE1/4; The W1/2 of the SE1/4

Section 13: Being a portion of the N1/2 of the NW1/4 of Section 13, Township 40 South, Range 7 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the section corner common to Section 11, 12, 13, and 14, Township 40 South, Range 7 East, Willamette Meridian, Klamath County, Oregon; thence South 89° 10' 48" East along the Section line 2,636.126 feet to the ¼ corner common to Section 12 and 13 of said Township and Range; thence South 0° 21' 4" East 1,321.589 feet to a 2" survey cap; thence North 89° 15' 40" West 1,331.234 feet to a 2" survey cap marking the NW1/16<sup>th</sup> corner of Section 13; thence North 44° 22' 04" West 1,877.448 feet to the point of beginning.

Section 16: All

Section 18: All

Section 20: The N1/2; The N1/2 of the S1/2

Section 22: The NW1/4; The N1/2 of the NE1/4; The SW1/4 of the NE1/4;

The NW1/4 of the SE1/4; The N1/2 of the SW1/4; Government Lots 3 and 4

Section 26: The E1/2; The E1/2 of the NW1/4; the SW1/4 of the NW1/4; the NW1/4 of the NW1/4

EXCEPT that portion of the following described land lying in the NW1/4 of the NW1/4 of said Section 26, more particularly described as follows:

Beginning at an iron pin from which the Section corner common to said Section 23 and 26 (as marked by a brass capped monument) bears North 45° 07' 46" West 130.75 feet and South 29° 15' 31" West 61.67 feet; thence North 43° 51' 57" East 223.58 feet to an iron pin; thence North 84° 44' 04" East 229.91 feet to an iron pin; thence South 08° 53' 40" East 279.98 feet to an iron pin; thence South 41° 58' 02" West 234.03 feet to an iron pin; thence North 45° 07' 46" West 381.17 feet to the point of beginning.

Section 28: All

Section 33: The E1/2 of the W1/2; The SW1/4 of the SE1/4 Section 35: The E1/2 of the E1/2; The SW1/4 of the SE1/4

Section 36: The W1/2; The SE1/4

All being in Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon

# PARCEL 3

Section 3: The E1/2 of the SE1/4

Section 4: The NW1/4 of the NW1/4; The SW1/4 of the NE1/4

Section 12: All

Section 13: The NW1/4 of the NE1/4; The N1/2 of the NW1/4; Government Lots 2 and 3

Section 14: The NE1/4 of the NE1/4; Government Lots 1, 2, 3, and 4

All being in Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### **BARLEY**

The NE1/4 of the SW1/4 of Section 1, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

### BENSON/PATE

#### Parcel 1:

The S1/2 of Section 21, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying East of the centerline of Forest Service Road No. 3401 as described in Deed recorded September 29, 1978 in Volume M78, page 21758, Microfilm Records of Klamath County, Oregon and West of U.S. Highway No. 97, EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through its Department of Transportation, Highway Division, by deed recorded June 29, 1990 in Volume M90, page 12909, Microfilm Records of Klamath County, Oregon.

# Parcel 2:

The S 1/2 of Section 21, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying West of the centerline of Forest Service Road No. 3401 as described in Deed recorded September 29, 1978 in Volume M89, page 21758, Microfilm Records of Klamath County, Oregon.

#### RICHARD SMITH

Parcel 1:

Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Section 8:

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

Section 9:

W1/2 SW1/4

Section 16:

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

Parcel 2:

Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Section 16:

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

Section 21:

NE1/4 NE1/4; NE1/4 SE1/4;

Section 22:

NW1/4 NW1/4

# **SILANI**

The N1/2 of the NW1/4 of Section 9, Township 35 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon

#### **SCHROEDER**

In Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon:

The SW1/4 NE1/4 and that portion of the SE1/4 NE1/4 of Section 22, West of a line which intersects the North boundary of said SE1/4 NE1/4, 275 feet Easterly from the Northeast 1/16<sup>th</sup> corner of said Section 22; thence Southeasterly intersecting the South boundary of said SE1/4 NE1/4 275 feet Westerly of the 1/4 section corner common to Sections 22 and 23.

The W1/2 NW1/4 SW1/4, W1/2 E1/2 NW1/4 SW1/4, W1/2 SW1/4 SW1/4 and W1/2 E1/2 SW1/4 SW1/4 of Section 23.

The W1/2 NW1/4 of Section 26.

EXCEPT that portion in Deed Volume 98 at page 369, Deed Records of Klamath County, Oregon, as follows:

Beginning at a point 1020 feet East of the corner common to Sections 22, 23, 26 and 27, Township 40 South, Range 13 East of the Willamette Meridian; thence Southerly and Easterly 1500 feet, more or less to a point where said course intersects the East line of the SW1/4 NW1/4, Section 26, thence North along said subdivision line to the Northeast corner of the NW1/4 NW1/4 of said Section 26, thence West 300 feet to the place of beginning.

### DOROTHY SMITH/ALLEN

#### PARCEL 1:

S1/2 S1/2 SW1/4, N1/2 N1/2 S1/2 SW1/4 of Section 19; N1/2 N1/2 NE1/4 NW1/4 of Section 30, Township 34 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# PARCEL 2:

The S1/2 S1/2 N1/2 SW1/4; the N1/2 S1/2 N1/2 SW1/4 and the S1/2 N1/2 SW1/4, all in Section 19, Township 34 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### **OLENE**

The following described property situated in Township 39 South and Township 40 South, all in Range 10 East of the Willamette Meridian, Klamath County, Oregon and being more particularly described as follows:

In said Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon as follows:

Section 25 SW1/4

Section 26: SE1/4

Section 35: E1/2

Section 36: All

In said Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, as follows:

Section 1: NE1/4 SE1/4; NW1/4 SW1/4; S1/2 S1/2

Section 2: Government Lots 1 and 4; SW1/4 NW1/4; N1/2 SW1/4; SE1/4

Section 11: NE1/4 NE1/4; SE1/4 NE1/4; E1/2 SE1/4; SE1/4 SW1/4

Section 12: N1/2

Section 13: SW1/4 NW1/4; SW1/4 SW1/4

Section 14: NE1/4; NE1/4 NW1/4

Section 23: NE1/4 NE1/4

Section 24: W1/2 NW1/4

# KOEHLER/MULVANY

#### Parcel 1:

A portion of the NE1/4 of Section 21 lying West of State Highway No. 97, in Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the intersection of the North line of said Section 21 and the Westerly right-of-way line of State Highway No. 97, said point also being North 89° 38' 45" West 468.2 feet from the Northeast corner of said Section 21; thence North 89° 38' 45" West, along the North line of said Section 21, 900.34 feet to the true point of beginning of this description; thence South 1° 56' 30" West 1089.47 feet; thence South 88° 03' 30" East 900 feet to the Westerly right-of-way line of said Highway No. 97; thence South 1° 56' 30" West, along said right-of-way line, 580 feet, more

or less, to the center of a road approach to said Highway No. 97; thence following the centerline of said road, the meander line being as follows:

South 64° 44' West, 253.0 feet; South 63° 47' West, 213.4 feet; North 57° 27' West, 323.3 feet; North 76° 06' West, 136.0 feet; North 60° 27' West, 129.6 feet; North 33° 58' West, 191.0 feet; North 11° 01' West, 92.1 feet; North 39° 16' West, 56.0 feet; thence, leaving said road, West 1020.4 feet, more or less, to the West line of said NE1/4 of Section 21; thence Northerly along said West line of said NE1/4 of Section 21, 1346.4 feet, more or less, to the North Quarter-corner of said Section 21, thence South 89° 38' 45" East, along the North line of said Section 21, 1264.9 feet, more or less, to the true point of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation by Deed recorded July 16, 1990 in Volume M90 at page 14024, Microfilm Records of Klamath County, Oregon and Volume M90 at page 14026, Microfilm Records of Klamath County, Oregon.

#### Parcel 2:

That portion of the NE1/4 of Section 21, lying West of State Highway No. 97 in Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the following:

Beginning at the point of intersection of the North line of said Section 21 and the Westerly right of way line of State Highway No. 97, said point also being North 89° 38' 45" West 468.2 feet from the Northeast corner of said Section 21; thence South 1° 56' 30" West along said right of way 1694.4 feet more or less, to the center of a road approach to said Highway No. 97; thence following the centerline of said road, the meander line being as follows:

South 64° 44' West, 253.0 feet; South 63° 47' West, 213.4 feet; North 57° 27' West, 323.3 feet; North 76° 06' West, 136.0 feet; North 60° 27' West, 129.6 feet; North 33° 58' West, 191.0 feet; North 11° 01' West, 92.1 feet; North 39° 16' West, 56.0 feet;

thence leaving said road West 1020.4 feet, more or less, to the West line of said NE1/4 of Section 21; thence Northerly along said West line of the NE1/4 of Section 21; 1346.4 feet, more or less, to the North Quarter-corner of said Section 21; thence South 89° 38' 45" East, along the North line of said Section 21, 2165.2 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through its Department of Transportation Highway Division recorded April 19, 1990 in Volume M90, pages 7303 and 7305, Microfilm Records of Klamath County, Oregon.

# **TAYLOR**

#### Parcel 1:

S1/2 S1/2 of Section 22; SW1/4 NW1/4 and the W1/2 SW1/4 of Section 23; W1/2 NW1/4 and the SE1/4 NW1/4 of Section 26 and the E1/2 NE1/4 of Section 27; all in Township 39 South, Range 15 East, Willamette Meridian, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

#### Parcel 2:

NE1/4 NW1/4 and the SE1/4 NE1/4 of Section 35 in Township 39 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon.

# YAINAX REMAINDER

### PARCEL 1:

Section 25 - All

Section 26 - N1/2, E1/2 SE1/4

Section 27 - NE1/4, S1/2 SW1/4, NW1/4 SW1/4, SW1/4 NW1/4

Section 28 - SE1/4 NE1/4, E1/2 SE1/4, SE1/4 NW1/4, N1/2 NW1/4

Section 30 - Government Lots 1, 2, 3 and 4

Section 31 - Government Lots 1, 2, 3, 6 and 7, N1/2 SE1/4, E1/2 NW1/4

Section 32 - Government Lot 1, NE1/4, NW1/4 SE1/4

Section 33 - Government Lots 1, 2, 3 and 4, N1/2 S1/2, SE1/4 NE1/4, SE1/4 NW1/4, N1/2 NW1/4

Section 34 - Government Lots 1 and 2, NW1/4 SE1/4, SW1/4 NE1/4, N1/2 SW1/4, NW1/4

Section 35 - Government Lot 1 and 4, NE1/4 SE1/4, S1/2 NE1/4, NE1/4 NE1/4

Section 36 - Government Lots 1, 2, 3 and 4, N1/2 S1/2, N1/2

All being in Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2:

Section 1 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, NE1/4 SE1/4, N1/2 SW1/4, SW1/4 SW1/4

Section 2 - Government Lots 1 and 2, S1/2 NE1/4, S1/2

Section 3 - S1/2

Section 4 - SE1/4, S1/2 SW1/4

Section 5 - Government Lots 1 and 4, S1/2 NE1/4, N1/2 SE1/4, SE1/4 SE1/4,

NE1/4 SW1/4, SW1/4 NW1/4

Section 6 - Government Lots 1, 5, 6 and 7, S1/2 NE1/4, E1/2 SW1/4, SE1/4 NW1/4

Section 7 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, SE1/4, S1/2 NE1/4, NW1/4 NE1/4

Section 8 - N1/2 NW1/4

Section 9 - NE1/4

Section 10 - NE1/4 NE1/4, S1/2 NE1/4, N1/2 SE1/4, E1/2 SW1/4, SE1/4 NW1/4

Section 11 - E1/2 W1/2, NW1/4 NW1/4, NW1/4 SW1/4

Section 14 - NE1/4

Section 15 - N1/2 NE1/4, SE1/4 NE1/4, NE1/4 NW1/4

Section 16 - S1/2 SW1/4

Section 17 - SE1/4 SE1/4

Section 20 - N1/2 NE1/4

Section 21 - NW1/4 NW1/4

All being in Township 38 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3:

Section 6 - Government Lots 4, 5, 6 and 7

Section 33 - SW1/4 SW1/4

All being in Township 38 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### **MOEN**

The SE1/4 of Section 1, Township 33 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon

#### MALLOY

The West 1/2 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 34 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

#### CHICKEN HILL

#### PARCEL 1:

The NE1/4 NW1/4 NW1/4, the NE1/4 NE1/4 NW1/4, the S1/2 N1/2 NW1/4, the SW1/4 SW1/4 NW1/4, the W1/2 SW1/4 SE1/4 NW1/4, the SE1/4 NW1/4, the N1/2 SW1/4 NW1/4, the NW1/4 SE1/4 NW1/4 and the W1/2 NE1/4 SE1/4 NW1/4 of Section 10, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

#### PARCEL 2:

The E1/2 NE1/4 SE1/4 NW1/4 of Section 10, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

#### PARCEL 3:

The W1/2 SW1/4 SW1/4 NE1/4 of Section 10, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

#### PARCEL 4:

The E1/2 SW1/4 NE1/4 of Section 10, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

#### PARCEL 5:

The W1/2 SE1/4 NE1/4 of Section 10, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

#### PARCEL 6:

The E1/2 SE1/4 NE1/4 of Section 10, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

#### PARCEL 7:

The N1/2 N1/2 NE1/4, the W1/2 SW1/4 NE1/4 NE1/4 and the SE1/4 NE1/4 NE1/4 of Section 15, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

#### PARCEL 8:

The E1/2 SW1/4 NW1/4 NE1/4 of Section 15, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

#### PARCEL 9:

The W1/2 SW1/4 NW1/4 NE1/4 of Section 15, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

#### PARCEL 10:

The SE1/4 of the SE1/4 of the NE1/4 of Section 33, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 11:

The W1/2 of the NW1/4 of the NE1/4 of the SE1/4 of Section 10, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

# PARCEL 12:

The NE1/4 of the SE1/4 of the NE1/4 of Section 33, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 13:

The SW1/4 of the SE1/4 of the NE1/4 of Section 33, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM the SW1/4 of the SW1/4 of the SE1/4 of the NE1/4 of said Section 33.

#### PARCEL 14:

The E1/2 of the NW1/4 of the SW1/4 of the NE1/4 of Section 10, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 15:

The SW1/4 of the NE1/4 of the SE1/4 of Section 10, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 16:

The E1/2 of the NW1/4 of the NE1/4 of the SE1/4 of Section 10, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 17:

West 1/2 Government Lot 2, Section 16, Township 41 South, Range 7, East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 18:

The E1/2 W1/2 SE1/4 SW1/4 and the W1/2 NW1/4 SE1/4 SW1/4 in Section 6, Township 41 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

### PARCEL 19:

The E1/2 SE1/4 SW1/4 in Section 6, Township 41 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

# WILLIAMS

# Township 38 South, Range 11 East of the Willamette Meridian

Section 13: W1/2 SW1/4

Section 14: E1/2 NE1/4; NE1/4 SE1/4

Section 24: NW1/4 NW1/4, E1/2 NW1/4, W1/2 SW1/4, S1/2 SE1/4, NE1/4 SW1/4

Section 25: NW1/4, N1/2 NE1/4, SW1/4 NE1/4, NE1/4 SW1/4

Section 36: E1/2 NW1/4

# Township 38 South, Range 12 East of the Willamette Meridian

Section 27: SW1/4 SW1/4

Section 28: SE1/4 SE1/4

Section 34: N1/2 NW1/4

#### Township 37 South, Range 13 East of the Willamette Meridian

Section 32: SE1/4 SE1/4

Section 33: S1/2 SW1/4, N1/2 NE1/4

Section 34: N1/2 NW1/4

#### Township 38 South, Range 13 East of the Willamette Meridian

Section 4: Government Lots 3, 4, SW1/4 NW1/4

Section 5: Government Lots 1, 2, 3, \$1/2 NE1/4, \$E1/4 NW1/4

Section 17: E1/2 SW1/4

Section 18: SW1/4 SE1/4

Section 19: E1/2 NE1/4

Section 20: W1/2 NW1/4, NE1/4 NW1/4

#### CHILOQUIN RIDGE

The NE1/4 SE1/4 SW1/4 of Section 35, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

The SE1/4 SE1/4 SW1/4 of Section 35, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3

The NW1/4 SW1/4 SE1/4 of Section 35, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 4

The SW1/4 SW1/4 SE1/4 of Section 35, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon

#### PARCEL 5

The SE1/4 SW1/4 SW1/4 of Section 36, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

# **HUCKLEBERRY**

#### PARCEL 1

The E1/2 of the SE1/4 of the SW1/4 of Section 21, Township 34 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

The S1/2 of the NW1/4 of the SE1/4 of the SW1/4 of Section 21, Township 34 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# PARCEL 3

The NE1/4 of the SE1/4 of the SW1/4 of Section 21, Township 34 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 4

The N1/2 of the NW1/4 of the SE1/4 of the SW1/4 of Section 21, Township 34 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# PARCEL 5

The W1/2 of the SE1/4 of the SW1/4 of Section 21, Township 34 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 6

The E1/2 of the SW1/4 of the SE1/4 of the SW1/4 of Section 21, Township 34 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The SE1/4 of the SW1/4 of the SW1/4 of Section 21, Township 34 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# **PONINA**

#### PARCEL 1:

A parcel of land situated in Section 1, township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Section 1; thence South 1320.81 feet; thence East 661.60 feet; thence North 1323.29 feet; thence in a Westerly direction 661.04 feet to the point of beginning.

#### PARCEL 2:

NW1/4 of Government Lot 1, Section 18, Township 35 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3:

W1/2 NW1/4 NE1/4 NE1/4 of Section 13, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 4:

NE1/4 NW1/4 NE1/4 of Section 13, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 5:

NE1/4 NE1/4 of Section 13, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

### PARCEL 6:

E1/2 NW1/4 NE1/4 NE1/4 of Section 13, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### **GERBER**

#### PARCEL 1:

The S1/2 SW1/4 NW1/4 of Section 4, Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2:

The W1/2 W1/2 SE1/4 SW1/4 of Section 4, Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3:

The E1/2 of the W1/2 SE1/4 SW1/4 of Section 4, Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 4:

The N1/2 NE1/4 SE1/4 SW1/4 of Section 4, Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 5:

The E1/2 NE1/4 NW1/4 SW1/4 of Section 4, Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### **PONDELLA**

#### PARCEL 1:

The N1/2 NE1/4 SE1/4 NE1/4, Section 5, Township 38 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

#### PARCEL 2:

The NE1/4 SW1/4 NE1/4 of Section 5, Township 38 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3:

The E1/2 SW1/4 SW1/4 NE1/4 and the SE1/4 SW1/4 NE1/4, Section 5, Township 38 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

#### SPRAGUE RIVER

#### PARCEL 1

The W1/2 S1/2 SW1/4 NW1/4 of Section 21, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

The N1/2 SW1/4 NW1/4 of Section 21, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3

The E1/2 S1/2 SW 1/4 NW 1/4 of Section 21, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 4

The NW1/4 NW1/4 of Section 23, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

# PARCEL 5

The NE1/4 SW1/4 of Section 23, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

The S1/2 SW1/4 SE1/4 of Section 23, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

# WHISKEY CREEK

#### PARCEL 1

The SE1/4 of the NE1/4 of the SE1/4 of Section 7 and that part of the S1/2 of the NW1/4 of the SW1/4 that lies West of the Sycan River in Section 8, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

The W1/2 of the W1/2 of the SE1/4 of Section 8, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon that lies South of the Sycan River.

#### PARCEL 3

The W1/2 of the E1/2 of the W1/2 of the SE1/4, Section 8, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, that lies South of the Sycan River.

#### PARCEL 4

The E1/2 of the E1/2 of the W1/2 of the SE1/4, Section 8, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, that lies South of the Sycan River.

# **CLINEY FLATS**

The N1/2 of the NW1/4 of the NE1/4 and the S1/2 of the N1/2 of the SW1/4 of the NE1/4 and the S1/2 of the SW1/4 of the NE1/4 of Section 9, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

# **KILGORE**

# PARCEL 1

Government Lot 1 and the S1/2 of the SE1/4 and the SW1/4 of the NE1/4 and the E1/2 of the NW1/4 of Section 19, Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

Government Lots 1 and 2, (W1/2 NW1/4) and the E1/2 of the NW1/4 and the N1/2 of the NE1/4 of Section 30, Township 40 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3

Government Lots 2, 3 and 4 and the SE1/4 of the NW1/4 and the E1/2 of the SW1/4 of Section 18; Lots 1 and 2 and the NE1/4 of the NW1/4 of Section 19, all in Township 41 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon;

#### **ALSO**

The SW1/4 of the SE1/4, the SE1/4 of the SW1/4 of Section 11; the SE1/4, the W1/2 of the NE1/4, the SE1/4 of the NE1/4, the NW1/4 of the NW1/4, the SW1/4 of the NW1/4, the NW1/4 of the SW1/4 and the S1/2 of the SW1/4 of Section 13; the NE1/4 and the E1/2 of the SE1/4 of Section 14; and the NE1/4 of Section 24, all in Township 41 South, Range 14 1/2 East of the Willamette Meridian, Klamath County, Oregon

# T36 R09 REMAINDER

#### PARCEL 1:

The N 1/2 SE 1/4 SW 1/4 of Section 15, Township 36 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

### PARCEL 2:

The SW1/4 SW1/4 of Section 15, Township 36 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING the South 319.5 feet thereof.

#### PARCEL 3:

The S1/2 NW1/4 NW1/4 of Section 22, Township 36 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 4:

The S1/2 SW1/4 of Section 27, Township 36 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

# **BLY MOUNTAIN**

#### PARCEL 1

The NE1/4 of Government Lot 4, Section 2, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2

The S1/2 NW1/4 SW1/4 NW1/4 of Section 2, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3

The S1/2 SW1/4 SE1/4 NW1/4 of Section 2, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

# PARCEL 4

The N1/2 NE1/4 SE1/4 NW1/4 of Section 2, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

The NE1/4 NE1/4, and the N1/2 SE1/4 NE1/4 of Section 1, Township 33 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 6

The S1/2 SE1/4 NE1/4 of Section 1, Township 33 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# **DAMS CANYON**

#### PARCEL 1:

The E1/2 of Government Lot 20 in Section 19, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2:

The W1/2 of Government Lot 20 in Section 19, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3:

Government Lot 21 in the NW1/4 SW1/4 of Section 19, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 4:

The E1/2 of Government Lot 28 in Section 19, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

#### ODESSA

The following described property situate in Township 36 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon:

Section 15: E 1/2 SE 1/4

Section 22: NE 1/4 NE 1/4

Section 23: NW 1/4 NW 1/4; S 1/2 NW 1/4; NE 1/4 SW 1/4; AND THE NW 1/4 SE 1/4

#### **BUTTERMAN**

The W1/2 SW1/4 and NW1/4 NW1/4 and E1/2 NW1/4 and NE1/4 of Section 10, Township 36 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# **CALDWELL BEATTY**

# PARCEL 1:

The W1/2 NE1/4 SE1/4 and that portion of the W1/2 SE1/4 NE1/4 lying South of the centerline of Spring (Snake) Creek in Section 25, Township 35 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2:

That portion of the E1/2 NW1/4 SE1/4, and that portion of the E1/2 SW1/4 NE1/4 lying Southerly of Spring (Snake) Creek in Section 25, Township 35 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 3:

That portion of the E1/2 NE1/4 SW1/4 lying South of the centerline of Snake Creek, in Section 25, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

That portion of the W1/2 NW1/4 SE1/4 and the W1/2 SW1/4 NE1/4 lying South of the centerline of Snake Creek in Section 25, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

### PARCEL 4:

The S1/2 NW1/4 SW1/4 and the SW1/4 SW1/4 of Section 36, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# PARCEL 5:

The W1/2 SW1/4 NE1/4 of Section 36, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 6:

The N1/2 NW1/4 SW1/4 of Section 36, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### T36 R07 REMAINDER

The SE1/4 NW1/4, the E1/2 SW1/4 and the W1/2 SE1/4 of Section 1, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

# T35 R13 REMAINDER

#### PARCEL 1:

S1/2 of the SE1/4 of the NE1/4 of Section 32, Township 35 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2:

The N1/2 of the NW1/4 of the Southeast quarter of Section 32, Township 35 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

A non-exclusive roadway easement for ingress and egress 30 feet in width abutting the East and South sides of the following described line:

Beginning at the South quarter corner of Section 32, Township 35 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, and running thence North on the North-South

center line of said Section 32 to the center of said Section; thence East on the East-West center line of said Section 32 to the East quarter corner of said Section; thence North on the West line of Section 33 to the Northwest corner of the South half of the Northwest quarter of the Northwest quarter of said Section 33; thence East along the North line of the South half of the North half of said Section 33 to the Southwest corner of the North half of the Northeast quarter of said Section 33; thence North along the West line of said North half of the Northeast quarter of the Northeast quarter to the existing public road along the North line of said Section 33.

#### PARCEL 3:

S1/2 of the SE1/4 of the SE1/4 of Section 32, Township 35 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

### MOUER/HI-ROBBINS

#### PARCEL 1:

The W1/2 of the W1/2 of Section 22, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, EXCEPT right of way for the Oregon, California and Eastern Railroad.

TOGETHER WITH an easement for ingress and egress over the East 30 feet of Section 16 and over the North 30 feet of the East 30 feet of Section 21, Township 36 South Range 10, East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 2:

The W1/2 SE1/4 of Section 5, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

# FERGUSON MOUNTAIN

The following described real property in Klamath County, Oregon:

In Township 35 South, Range 13 East of the Willamette Meridian:

Section 34: SW1/4, W1/2 SE1/4

In Township 36 South, Range 13 East of the Willamette Meridian:

Section 3: All Except Government Lot 1

Section 4: All Section 5: E1/2 Section 11: NW1/4

#### FARICLO

AN UNDIVIDED ONE-HALF INTEREST IN THE FOLLOWING DESCRIBED:

Section 28 - W1/2 SW1/4; N1/2 NE1/4 SW1/4; S1/2 SE1/4 SW1/4

Section 32 - E1/2 Section 33 - NW1/4

All being in Township 34 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Section 4 - All

Section 5 - E1/2

Section 9 - N1/2; SE1/4

Section 10 - All

All being in Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

# THE FOLLOWING DESCRIBED PROPERTY SITUATED IN JACKSON COUNTY, OREGON:

TOWNSHIP 38 SOUTH, RANGE 4 EAST, W.M.

Section 36: All

TOWNSHIP 39 SOUTH, RANGE 4 EAST, W.M.

Section 1: The West Half; the West Half of the Southeast Ouarter

Section 2: All

Section 11: The North Half; the West Half of the Southwest Quarter; Southeast Quarter

Section 12: All

Section 13: The North Half of the Northeast Quarter; the Southeast Quarter of the Northeast Quarter; the Southwest Quarter of the Northwest Quarter; the West Half of the Southwest Quarter; the Southeast Quarter of the Southwest Quarter; the South Half of the Southeast Quarter

ALSO: Part of the Northwest Quarter of Section 13, Township 39 South, Range 4 East, W.M., particularly described as follows: Beginning at a point on the North line of Section 13, 640 feet East of the Northwest corner of said Section 13; thence East, on said North line of Section 13, to the Northeast corner of the Northwest Quarter of said Section 13; thence South on the Quarter line, 1900 feet; thence West, 100 feet; thence Northwesterly in a direct line, to the point of beginning

Section 14: All

Section 24: All

Section 25: All

Section 26: All

Section 27: The Southeast Quarter; the South Half of the Northeast Quarter; the Northeast Ouarter of the Northeast Ouarter

Section 34: The Northeast Quarter; the Southeast Quarter; the North Half of the Northwest Quarter; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest

Quarter; the South Half of the Southwest Quarter

Section 35: All Section 36: All

TOWNSHIP 40 South, RANGE 3 East, W.M.

Section 14: The Southwest quarter of the Southwest quarter of Section 14, Township 40 Range East, Willamette Meridian, Jackson County

TOWNSHIP 40 SOUTH, RANGE 4 EAST, W.M.

Section 1: All Section 2: All Section 3: All

Section 4: Government Lot 1; the South Half of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter; the East Half of the Southwest Quarter; the Southeast Quarter

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by instrument recorded in Volume 185, Page 142, Deed Records, Jackson County, Oregon

ALSO, EXCEPTING THEREFROM that portion conveyed by instrument recorded in Volume 207, Page 288, Deed Records, Jackson County, Oregon

Section 9: The East Half

Section 10: All

Section 11: All

Section 12: All

Section 13: All

Section 14: All

Section 15: All

Section 16: The East Half

Section 22: The Northeast Quarter; the Southeast Quarter; the East Half of the Northwest Quarter

Section 23: All

Section 24: All

Section 25: The North Half

Section 26: All

Section 27: The Northeast Quarter; the Southeast Quarter; the Southeast Quarter of the

Northwest Quarter

Section 34: All

Section 36: All

TOWNSHIP 41 SOUTH, RANGE 4 EAST, W.M.

Section 1: Lots 2 and 3; the South Half of the Northwest Quarter; the Southwest Quarter of the Northeast Quarter; the Northwest Quarter of the Southwest Quarter; the North Half of the Southwest Quarter

Section 2: The East Half

Section 3: A part of the South half of the Southwest quarter of Section 3, Township 41 South, Range 4 East, Willamette Meridian, Jackson County, Oregon, more particularly described as follows: Beginning at the Southwest corner of said section; thence Easterly, along the South line of said section, to a point thereon, 300.00 feet distant Westerly from the South quarter corner of said section; thence Northerly, parallel with the East line of the Southeast quarter of the Southwest quarter of said section, 300.00 feet, to a point; thence Easterly along a line parallel with said South line, 300.00 feet, to a point on said East line; thence North, along said East line, to the Northeast corner of said Southeast quarter of the Southwest quarter; thence Westerly, along the North line of said South half of the Southwest quarter, to the Northwest corner thereof; thence Southerly, along the West line of said section, to the point of beginning.

# IN THE COUNTY OF LAKE, STATE OF OREGON, AS FOLLOWS:

#### PARCEL 1

TOWNSHIP 31 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN Section 24: The SE¼ of the SE¼.

PARCEL 2

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

Section 25: The NE<sup>1</sup>/<sub>4</sub> of the NE<sup>1</sup>/<sub>4</sub>.

PARCEL 3

TOWNSHIP 31 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN Section 29: The SW¼ of the SE¼.

PARCEL 4

TOWNSHIP 32 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 27: The SW<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub>.

Section 28: The SE<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub>:

The E½ of the SE¼;

The SW¼ of the SE¼.

Section 33: The  $N\frac{1}{2}$  of the  $NE\frac{1}{4}$ :

The NE<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub>.

TOWNSHIP 32 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 29: The SE¼ of the SW¼;

The S½ of the SE¼.

Section 32: The NE<sup>1</sup>/<sub>4</sub>.

PARCEL 6

TOWNSHIP 32 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 31: The NE<sup>1</sup>/<sub>4</sub>.

PARCEL 7

TOWNSHIP 32 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 31: Government Lots 1, 2, 3 and 4.

PARCEL 8

TOWNSHIP 36 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN

Section 4: Government Lots 3 and 4.

Section 5: Government Lot 1.

PARCEL 9

TOWNSHIP 38 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN

Section 3:

Government Lots 3 and 4:

The S1/2 of the NW1/4;

The  $S\frac{1}{2}$ .

Section 4:

Government Lots 1 and 2;

The S½ of the NE¼;

The SE1/4.

Section 9:

All of Section

Section 10:

All of Section

Section 11:

The SW1/4 of the NW1/4;

The SW1/4.

Section 15:

All of Section

Section 16:

The  $E\frac{1}{2}$ ;

The NW1/4.

Section 21:

The NE1/4;

The NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ ;

The N½ of the SE¼; The SE¼ of the SE¼.

PARCEL 10

TOWNSHIP 32 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN

Section 35:

The W½ of the SE¼.

# TOWNSHIP 41 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN

Section 5:

The SW1/4 of the SW1/4.

Section 8:

The NW<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub>.

# PARCEL 12

# TOWNSHIP 41 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN

Section 7:

The NE<sup>1</sup>/<sub>4</sub> of the NE<sup>1</sup>/<sub>4</sub>.

# PARCEL 13

# TOWNSHIP 27 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

Section 11: S½ N½; S½.

Section 12: SW1/4; S1/2 SE1/4.

Section 13: All of Section

Section 14: All of Section

Section 15: SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>; S<sup>1</sup>/<sub>2</sub>.

Section 16: All of Section

Section 17: E½ SE¼.

Section 20: NE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>.

Section 21: NW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>.

Section 22: All of Section

Section 23: All of Section

Section 24: All of Section

Section 25: All of Section

Section 26: All of Section

Section 27:  $E^{1/2}$ .

Section 33: NE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>; S<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>; SE<sup>1</sup>/<sub>4</sub>.

Section 34: E½ NE¼; NW¼ NE¼; SW¼; W½ SE¼; SE¼ SE¼.

Section 35: NE<sup>1</sup>/<sub>4</sub>.

Section 36: All of Section

#### PARCEL 14

# TOWNSHIP 27 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

Section 20: SE<sup>1</sup>/<sub>4</sub>.

# PARCEL 15

# TOWNSHIP 27 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

Section 28: N<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>:

Section 29: SE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>; NE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>.

TOWNSHIP 27 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN Section 31: W½ SE¼; SE¼ SE¼.

# PARCEL 17

TOWNSHIP 27 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN

Section 18: Government Lots 3 and 4; SE¼ SW¼.

Section 19: Government Lot 1.

#### PARCEL 18

TOWNSHIP 27 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN

Section 19: Government Lot 4.

Section 30: Government Lots 1 and 2.

#### PARCEL 19

# TOWNSHIP 28 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

Section 2: Government Lots 3 and 4; S½ NW¼; SW¼.

Section 3: All of Section

Section 4: Government Lots 1 and 2; S½ NE¼; SE¼.

Section 5: NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>; S<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>.

Section 6: All of Section

Section 7: All of Section

Section 8: NW¼ NE¼; S½ NE¼; W½; SE¼.

Section 9: E½; E½ NW¼; SW¼ NW¼; SW¼.

Section 10: All of Section

Section 11:  $NW^{1/4}NW^{1/4}$ ;  $W^{1/2}E^{1/2}$ .

Section 16: All of Section

Section 17: All of Section

Section 18: All of Section

Section 19: N<sup>1</sup>/<sub>2</sub>.

Section 20: N<sup>1</sup>/<sub>2</sub>.

#### PARCEL 20

TOWNSHIP 28 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

Section 31: SE¼ NW¼; NE¼ SW¼; W½ SE¼.

#### PARCEL 21

TOWNSHIP 28 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN Section 32: W½ SW¼; SE¼ SW¼.

# TOWNSHIP 29 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

Section 4: S½.

Section 5: Government Lots 3 and 4; S½ NW¼; S½.

Section 6: All of Section

Section 7: All of Section

Section 8: All of Section

Section 9: NW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>.

Section 16: All of Section

Section 17: All of Section

Section 18: All of Section

Section 19: All of Section

Section 20: SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>.

Section 29: All of Section

Section 30: All of Section

Section 31: Government Lots 1 and 2; NE<sup>1</sup>/<sub>4</sub>; E<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>.

#### PARCEL 23

# TOWNSHIP 29 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN Section 24: SW'4 NE'4.

#### PARCEL 24

# TOWNSHIP 29 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN Section 25: SE'4 SW'4; W'2 SE'4; SE'4 SE'4.

#### PARCEL 25

# TOWNSHIP 29 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

Section 25: W½ NW¼.

Section 26: SE¼ NE¼; W½ SW¼; SE¼ SW¼; NE¼ SE¼; SW¼ SE¼.

Section 27:  $S^{1/2}$ .

Section 28: E½ SE¼.

Section 33: N½ NE¼.

Section 34:  $N\frac{1}{2}N\frac{1}{2}$ .

Section 35: All of Section.

#### PARCEL 26

# TOWNSHIP 29 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN

Section 31: Government Lots 2, 3 and 4; S½ NE¼; SE¼ NW¼; E½ SW¼; SE¼.

Section 32: S½.

Section 33:  $NE\frac{1}{4}$ ;  $S\frac{1}{2}$ .

Section 34:  $W^{1/2}$   $W^{1/2}$ .

TOWNSHIP 29 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN

Section 34: S½ SE¼.

Section 35: S½ SW¼,

PARCEL 28

TOWNSHIP 29 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 36: All of Section

PARCEL 29

TOWNSHIP 29 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN

Section 31: Government Lots 1, 2, 3 and 4; E½ NW¼; E½ SW¼; SE¼.

PARCEL 30

TOWNSHIP 29 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN

Section 33: S<sup>1</sup>

Section 34: SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>.

PARCEL 31

Township 29 South, Range 16 East of the Willamette Meridian

Section 34: N½ SW¼; SE¼ SW¼.

PARCEL 32

TOWNSHIP 30 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 1: Government Lots 1, 2, 3 and 4; S½ NE¼; S½ NW¼.

PARCEL 33

TOWNSHIP 30 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 11: SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>; S<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>.

Section 12: S<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>2</sub>.

Section 14: NE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>.

PARCEL 34

TOWNSHIP 30 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 13: SE¼ SW¼; SW¼ SE¼.

# TOWNSHIP 30 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 24: SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>; SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>. Section 25: SW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>; E<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>.

#### PARCEL 36

#### TOWNSHIP 30 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 36: All of Section

#### PARCEL 37

# TOWNSHIP 30 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN

Section 5: Government Lots 1, 2, 3 and 4; S½ NE¼; S½ NW¼; SE¼.

Section 6: All of Section

Section 7: Government Lots 3 and 4; NE<sup>1</sup>/<sub>4</sub>; E<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>; E<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>; W<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>; SE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>.

Section 8: NW<sup>1</sup>/<sub>4</sub>.

Section 10: W½ NE½; E½ NW½; NW¼ NW¼; E½ SW¼; SW¼ SW¼; SE¾.

Section 11: NW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>; S<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub>; NW<sup>1</sup>/<sub>4</sub>; S<sup>1</sup>/<sub>2</sub>.

Section 12: S½.

Section 13: All of Section

Section 14: All of Section

Section 15: All of Section

Section 16: All of Section

Section 17: W<sup>1</sup>/<sub>2</sub>; SE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>.

Section 18:  $E^{1/2}$ .

Section 19: SE<sup>1</sup>/<sub>4</sub>.

Section 20: N½ NE¼; SW¼ NE¼; W½.

Section 21: NE<sup>1</sup>/<sub>4</sub>.

Section 22: NE¼ NE¼: NW¼: SW¼ SE¼.

Section 23: All of Section

Section 24: All of Section

Section 25:  $N\frac{1}{2}$ .

Section 26: N½.

Section 27: NE<sup>1</sup>/<sub>4</sub>; E<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>.

Section 28: SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>.

Section 29: E½ NE¼; NW¼ NE¼.

Section 30: E½.

Section 31: Government Lots 3 and 4; NE¼; E½ SW¼; SE¼.

### PARCEL 38

# TOWNSHIP 30 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN

Section 25: SE<sup>1</sup>/<sub>4</sub>.

Section 36: All of Section

TOWNSHIP 30 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN Section 25: NW¼ SW¼.

# PARCEL 40

TOWNSHIP 30 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN

Section 26: NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>.

Section 27: NE¼ SW¼; N½ SE¼; SE¼ SE¼.

# PARCEL 41

TOWNSHIP 30 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN

Section 33: SW1/4; S1/2 SE1/4.

Section 34: S½.

Section 35: SW1/4.

#### PARCEL 42

TOWNSHIP 30 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN

Section 3: SW¼ NE¼.

#### PARCEL 43

TOWNSHIP 30 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN

Section 5: NW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>.

# PARCEL 44

TOWNSHIP 30 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN

Section 3: Government Lots 1, 2, 3 and 4; SE¼ NE¼; S½ NW¼; SW¼; W½ SE¼.

Section 4: All of Section

Section 5: Government Lots 1, 2, 3 and 4; S½ N½; SW¼; E½ SE¼; SW¼ SE¼.

Section 6: NE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>.

Section 7: All of Section

Section 8: N<sup>1</sup>/<sub>2</sub>; SW<sup>1</sup>/<sub>4</sub>.

Section 10: N<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>.

Section 16: All of Section

Section 17: NW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>; S<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub>; NW<sup>1</sup>/<sub>4</sub>.

Section 18: All of Section

Section 19: All of Section

Section 20: NW¼; N½ SW¼; SW¼ SW¼.

# TOWNSHIP 31 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 35: NE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>.

Section 36: NW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>; N<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>.

#### PARCEL 46

# TOWNSHIP 31 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN

Section 36: SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>; E<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>; SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>.

#### PARCEL 47

# TOWNSHIP 31 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN

Section 3: All of Section

Section 4: Government Lots 1, 2, 3 and 4; S½ NE¼; S½ NW¼; SW¼; NE¼ SE¼; W½

SE1/4.

Section 9: W½ NE¼; NW¼; N½ SW¼; SE¼.

Section 10: N½ NE¼; SW¼ NE¼; W½.

Section 16: NE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>.

#### PARCEL 48

# TOWNSHIP 31 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN

Section 5: Government Lots 1, 2, 3 and 4; S½ NE¼; SW¼ NW¼; S½.

Section 6: Government Lots 1, 2, 3, 4 and 5; S½ NE¼; SE¼ NW¼; SE¼.

Section 7: Government Lots 1, 2 and 3; NE<sup>1</sup>/<sub>4</sub>; E<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>; E<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>.

Section 8:  $N^{1/2}$ .

#### PARCEL 49

# TOWNSHIP 31 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN

Section 11: E½.

Section 12: All of Section

Section 13: All of Section

Section 22: S½ SW¼.

3000001 22. 572 5 W 74.

Section 23: All of Section

Section 24: N½; NW¼ SE¼, TOGETHER WITH all that part of the SW¼ SW¼ of Section 24, Township 31 South, Range 15 East of the Willamette Meridian, which lies Southwesterly of a line which is parallel to and Northeasterly 33 feet from the following described line:

Beginning at a point which is South 13°57' West, 1127.40 feet from the one quarter corner on the West line of said Section 24; thence South 25°09' East, 1613.18 feet; thence on a 16° curve (chord defined) to the right through a central angle of 74°52' with a radius of 359.27 feet a distance of 467.92 feet to a point which is South 43°45' East 492.73 feet from the Southwest corner of

said Section 24.

Section 25: NW<sup>1</sup>/<sub>4</sub>.

Section 26: N<sup>1</sup>/<sub>2</sub>; SW<sup>1</sup>/<sub>4</sub>; N<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>.

Section 27: All of Section

Section 28: SE<sup>1</sup>/<sub>4</sub>.

Section 33: E½; SE¼ SW¼.

Section 34: All of Section

Section 35: W<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>.

#### PARCEL 50

# TOWNSHIP 31 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN

Section 15: SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>.

Section 22: N½ NW¼; SW¼ NW¼.

#### PARCEL 51

Township 31 South, Range 15 East of the Willamette Meridian

Section 16: W½ NW¼; SE¼ NW¼; SW¼; W½ SE¼.

#### PARCEL 52

TOWNSHIP 31 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN

Section 36: SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>; S<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>.

# PARCEL 53

# TOWNSHIP 32 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN

Section 3: Government Lots 2, 3 and 4; S½ NW¼; NW¼ SW¼.

Section 4: Government Lots 1, 2 and 3; S½ NE¼; S½ NW¼; SW¼; N½ SE¼.

Section 5: S½ NE¼; NE¾ SE¾, TOGETHER WITH a roadway, as described in a Quitclaim Deed, including the terms and provisions thereof, recorded April 23, 1973, in Book 163 at Page 280, Lake County Deed Records, Oregon, 60 feet in width, being 30 feet on each side of the center line of the existing road as it crosses the W½ SE¾ of Section 5, in Township 32 South, Range 15 East of the Willamette Meridian, Lake County, Oregon.

Section 8: SE¼ NE¼; NE¼ SE¼, TOGETHER WITH a roadway, as described in a Quitclaim Deed, including the terms and provisions thereof, recorded April 23, 1973, in Book 163 at Page 280, Lake County Deed Records, Oregon, 60 feet in width, being 30 feet on each side of the center line of the existing road as it crosses the N½ NE¼ of Section 8.

Section 9: NW¼ NE¼; NW¼; NW¼ SW¼.

# PARCEL 54

TOWNSHIP 32 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN Section 10: SE'4 NE'4; SW'4 SW'4; E'2 SW'4; SE'4.

Section 11: NE¼; E½ NW¼; SW¼ NW¼; S½.

Section 13:  $W^{1/2}$ .

Section 14: All of Section

Section 15: All of Section

Section 16: All of Section

Section 21: All of Section

Section 22: All of Section

Section 23: All of Section

Section 24: W½.

Section 25:  $W^{1/2}$ .

Section 26: All of Section

Section 27: All of Section

Section 28: E½; SW¼.

Section 33: NE<sup>1</sup>/<sub>4</sub>.

Section 34: All of Section

Section 35: All of Section

Section 36: W½ NE¼; W½; SW¼ SE¼.

#### PARCEL 55

#### TOWNSHIP 34 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN

Parcel 2 of Partition Plat 2002-B-29, a partition located in Sections 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 34, 35 and 36, Township 34 South, Range 17 East of the Willamette Meridian, Lake County, Oregon.

#### PARCEL 56

Parcel 1 of Partition Plat 2002-B-29, a partition located in Sections 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 34, 35 and 36, Township 34 South, Range 17 East of the Willamette Meridian, Lake County, Oregon.

# PARCEL 57

# TOWNSHIP 34 SOUTH, RANGE 18 EAST OF THE WILLAMETTE MERIDIAN

Section 5: Government Lot 4; S½ NW¼; N½ SW¼; SW¼ SW¼.

Section 6: All of Section

#### PARCEL 58

Parcel 1 of Partition Plat 2002-B-28, a partition located in Sections 19, 20, 29 and 30 in Township 34 South, Range 18 East of the Willamette Meridian, Lake County, Oregon.

Parcel 2 of Partition Plat 2002-B-28, a partition located in Sections 19, 20, 29 and 30 in Township 34 South, Range 18 East of the Willamette Meridian, Lake County, Oregon.

#### PARCEL 60

# TOWNSHIP 35 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN

Section 2: W<sup>1</sup>/<sub>2</sub>.

Section 3: All of Section

Section 4: Government Lots 1 and 4; S½ NE¼; S½ NW¼; S½.

Section 9:  $E^{1/2}$ .

Section 10: All of Section

Section 11:  $W^{1/2}$ .

Section 14: W½.

Section 15: All of Section

Section 16: All of Section

Section 22: All of Section

Section 23: N<sup>1</sup>/<sub>2</sub>; SW<sup>1</sup>/<sub>4</sub>; W<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>.

Section 26: All of Section

Section 27: All of Section

Section 28: All of Section

Section 29: N<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>; SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>; NW<sup>1</sup>/<sub>4</sub>; SW<sup>1</sup>/<sub>4</sub>; SE<sup>1</sup>/<sub>4</sub>.

Section 30: All of Section

Section 31: Government Lots 1 and 2; NE<sup>1</sup>/<sub>4</sub>; NE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>; E<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>.

Section 32: All of Section

Section 33: All of Section

Section 34: W½ NE¼; W½; E½ SE¼.

Section 35: NE<sup>1</sup>/<sub>4</sub>; E<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>; SW<sup>1</sup>/<sub>4</sub>; N<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>; SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>.

Section 36: All of Section

#### PARCEL 61

# TOWNSHIP 35 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN

Section 12: E½ SW¼; W½ SE¼

Section 13: NE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>.

#### PARCEL 62

# TOWNSHIP 35 SOUTH, RANGE 18 EAST OF THE WILLAMETTE MERIDIAN

Section 18: Government Lots 1, 2, and 3.

#### PARCEL 63

# TOWNSHIP 36 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN

Section 16: Government Lots 1 and 2; SW¼ NW¼; SW¼.

Parcel 2 of Partition Plat 1996-P- 085, a partition located in Sections 15, 17, 18, 19, 20, 21, 22, 29, 30, 31 and 32, in Township 36 South, Range 16 East of the Willamette Meridian, Lake County, Oregon.

#### PARCEL 65

TOWNSHIP 36 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN Section 16: Government Lot 4.

# PARCEL 66

TOWNSHIP 36 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN

Section 13: N<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>; NW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>.

Section 14: E½ SE¼.

Section 23:  $E\frac{1}{2}E\frac{1}{2}$ .

Section 24: S½ SW¼.

Section 25: NE¼ NW¼.

#### PARCEL 67

TOWNSHIP 36 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN

Section 24: E½ SE¼. Section 25: E½ NE¼.

#### PARCEL 68

TOWNSHIP 36 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN

Section 25: SW<sup>1</sup>/<sub>4</sub>; SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>.

Section 26: SE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>; E<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>.

Section 36: All of Section

# PARCEL 69

TOWNSHIP 36 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN

Section 1: Government Lots 1, 2, 3 and 4; SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>.

#### PARCEL 70

TOWNSHIP 36 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN

Section 2: Government Lot 2; SW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>.

# PARCEL 71

TOWNSHIP 36 SOUTH, RANGE 18 EAST OF THE WILLAMETTE MERIDIAN

Section 6: Government Lots 3, 4, 5 and 6; SE¼ NW¼; NE¼ SW¼.

# TOWNSHIP 37 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN

Section 5: All of Section

Section 6: Government Lots 1 and 2; SE¼ NE¼; NE¼ SE¼.

Section 7: W½ NE¼; SE¼ NE¼, EXCEPTING THEREFROM the E½ NE¼ SE¼ NE¼;

Government Lot 1; NE¼ NW¼; SE¼ SW¼; SE¼.

Section 8: N½ NE¼; SW¼ NE¼; SE¼ NE¼, EXCEPTING THEREFROM the W½ SW¼ SE¼ NE¼; NE¼ SE¼ NW¼; S½ SE¼ NW¼; S½.

Section 9: N½; SW¼; NW¼ SE¼; S½ SE¼.

Section 10: S½ NE¼; NW¼; S½.

Section 11: All of Section

Section 13: All of Section

Section 14: All of Section

Section 15: All of Section

Section 16: All of Section

Section 17: All of Section

Section 21: All of Section

Section 22: All of Section

Section 23: All of Section

Section 24: N½; N½ S½.

#### PARCEL 73

# TOWNSHIP 37 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN

Section 8: NE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>.

# PARCEL 74

# TOWNSHIP 37 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN

Section 7: S½ NE¼ NE¼ SW¼.

#### PARCEL 75

# TOWNSHIP 37 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN

Section 5: SW1/4.

Section 6: SE<sup>1</sup>/<sub>4</sub>.

Section 8:  $W^{1/2}W^{1/2}$ .

Section 15: N½ SW¼: E½ SE¼.

Section 16: All of Section

Section 17: All of Section

Section 18: All of Section

Section 19: N<sup>1</sup>/<sub>2</sub>.

Section 20: All of Section

Section 21: All of Section

Section 22: NE<sup>1</sup>/<sub>4</sub>; S<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>. S<sup>1</sup>/<sub>2</sub>.

Section 27: All of Section Section 28: All of Section Section 35: All of Section

# PARCEL 76

TOWNSHIP 37 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN

Section 15: S<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>; SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>.

Section 22: N½ NW¼.

# PARCEL 77

TOWNSHIP 38 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN

Section 7: Government Lot 4.

Section 18: Government Lots 1, 2, and 3.