

2016-008304

Klamath County, Oregon

08/05/2016 11:54:03 AM

Fee: \$87.00

AFTER RECORDING, RETURN TO:

Jeffrey H. Keeney, Esq.
Tonkon Torp LLP
1600 Pioneer Tower
888 SW Fifth Avenue
Portland, OR 97204-2099

UNTIL A CHANGE IS REQUESTED,
SEND ALL TAX STATEMENTS TO:

Delta Land and Cattle, LLC
2033 SW Jackson Street
Portland, OR 97201

WARRANTY DEED

4 MILE AND WEED RANCHES, L.P., a California Limited Partnership, Grantor, conveys and warrants to DELTA LAND AND CATTLE, LLC, an Oregon limited liability company, Grantee, that certain real property located in Klamath County, Oregon, and more particularly described on Exhibit A attached hereto, free of all liens and encumbrances except those set forth on Exhibit B attached hereto.

The true consideration for this conveyance is \$4,750,000.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW 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 FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this 28 day of July, 2016.

GRANTOR:

4 MILE AND WEED RANCHES, L.P., a
California Limited Partnership

By: BLACK RASCAL CREEK LLC, General
Partner

By: Todd W Mathis
Todd W. Mathis, Manager

By: Signed in counterpart
Jeffrey H. Mathis, Manager

038227/00002/7344794v1

A notary public or other officer completing this
certificate verifies only the identity of the
individual who signed the document to which this
certificate is attached, and not the truthfulness,
accuracy, or validity of that document.

State of ~~California~~ Oregon)

County of Klamath)

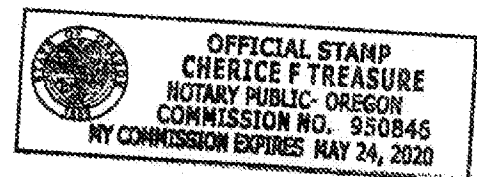
On July 28, 2016 before me, Cherice F. Treasure
(insert name and title of the officer)

personally appeared Todd W. Mathis who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cherice F. Treasure



DATED this _____ day of July, 2016.

GRANTOR:

4 MILE AND WEED RANCHES, L.P., a
California Limited Partnership

By: BLACK RASCAL CREEK LLC, General
Partner

By: Signed in Counterpart
Todd W. Mathis, Manager

By: Jeffrey H. Mathis
Jeffrey H. Mathis, Manager

038227/00002/7344794v1

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individual who signed the document to which this
certificate is attached, and not the truthfulness,
accuracy, or validity of that document.

State of California)
County of _____)

On July ____, 2016 before me, _____
(insert name and title of the officer)

personally appeared Todd W. Mathis who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On ~~July~~ ^{August 01, 2016}, 2016 before me, W. Frey, Notary Public,
(insert name and title of the officer)

personally appeared Jeffrey H. Mathis who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature W. Frey

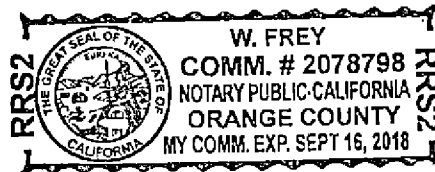


EXHIBIT A

Legal Description

A tract of land situated in Sections 6, 7, 18 and 19, Township 34 South, Range 7-1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the North 1/16 corner common to Sections 1 and 6, Township 34 South, Range 6, East of the Willamette Meridian, Klamath County, Oregon, as marked by a 1931 G.L.O. brass cap monument; thence North 00°03'52" West along the West line of said Section 6, 620 feet, more or less, to the centerline of Seven Mile Canal; thence Easterly, along the centerline of said Seven Mile Canal, 310 feet, more or less, thence South 00°12'47" West 195 feet, more or less, to a PK nail on a fence post; from which said North 1/16 corner bears South 35°49'22" West 516.81 feet; thence South 00°12' 47" West 287.54 feet to a PK nail on a fence post; thence South 01°02'38" East 120.71 feet to a PK nail on a fence post; thence South 02°26'25" West 287.52 feet to a PK nail on a fence post; thence South 18°02'14" East 1131.66 feet to a PK nail on a fence post; thence South 83°43'23" East 48.62 feet to a PK nail on a fence post; thence North 83°31'40" East 16.38 feet to a PK nail on a fence post; thence South 43°54'16" East 58.37 feet to a PK nail on a fence post; thence North 73°09'13" East 629.63 feet to a PK nail on a fence post; thence North 71°53'47" East generally along an existing fence, 709.12 feet to a 5/8 inch iron pin on the Northeast side of a fence corner; thence North 31° East 75 feet, more or less to the centerline of the said Seven Mile Canal; thence Southeasterly along the centerline of the said Seven Mile Canal; 1440 feet, more or less, to its intersection with the centerline of the Dixon and McQuiston Center Canal; South 00°13'57" East 16,175 feet, more or less, South 23°53'22" East 156.11 feet and South 13°18'22" West 681.05 feet to its intersection with the centerline of an existing canal; thence North 74°27'51" West, along the centerline of said canal, 3243.55 feet to the centerline of Four Mile Canal and being on the East line of that tract of land as described in Deed Volume 331, page 367, Parcel 1, as recorded in the Klamath County deed records; thence North 00°04'38" West along the centerline of said Four Mile Canal, 2222.53 feet to the Northeast corner of said Deed Volume 331 page 367, Parcel 1; thence West 98.00 feet to the Northwest corner of said Deed Volume 331 page 367, Parcel 1, on the West line of the Northwest 1/4 of said Section 19; thence North 00°23'47" East 1557.50 feet to the corner common to Sections 13 and 24, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, and said Sections 18 and 19, as marked by a 1931 G.L.O. brass cap monument; thence North 00°08'26" West 2547.24 feet to the 1/4 corner common to said Sections 13 and 18, as marked by a 1931 G.L.O. brass cap monument; thence North 00°04'44" West 11,466.34 feet to the point of beginning with bearings based on survey No. 3146, as recorded in the office of the Klamath County surveyor.

INCLUDING a non-exclusive easement for ingress and egress for irrigation ranching purposes and for the use of scaled, shipping corrals, and other livestock gathering facilities and improvements in all land referenced in Warranty Deed dated June 27, 1997, wherein Sanwa Bank California, as Trustee under Trust No. 55233-10-0, Lewis M. Mathis is grantor and Lewis M. Mathis, a married man, as his sole and separate property, is grantee, recorded Vol. M97, Page 22310, Records of Klamath County, Oregon, located on the land therein and herein

designated as Parcel "B"; ALL SUBJECT TO THE FOLLOWING PROVISIONS: easement holders to bear all costs for the maintenance and improvement in and to the scaled, shipping corrals and livestock gathering facilities.

PARCEL B

A tract of land situated in Government Lots 20, 21, 22 and 25 of Section 6, Township 34 South, Range 7-1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a PK nail on a fence post from which the North 1/16 corner common to said Section 6 and Section 1, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, bears South 35°49'22" West 516.81 feet; thence South 00°12'47" West 287.54 feet to a PK nail on a fencepost; thence South 01°02'38" East 120.71 feet to a PK nail on a fence post; thence South 02°26'25" West 287.52 feet to a PK nail on a fence post; thence South 18°02'14" East 1131.66 feet to a PK nail on a fence post; thence South 83°43'23" East 48.62 feet to a PK nail on a fence post; thence North 83°31'40" East 16.38 feet to a PK nail on a fence post; thence South 43°54' 16" East 58.37 feet to a PK nail on a fence post; thence North 73°09'13" East 629.63 feet to a PK nail on a fence post; thence North 71°53'47" East, generally along an existing fence 709.12 feet to a 5/8 inch iron pin on the Northeast side of a fence corner; thence North 31° East 75 feet more or less, to the centerline of the Seven Mile Canal; thence Northwesterly along the centerline of said Seven Mile Canal to a point that bears North 00°12'47" East from the point of beginning; thence South 00°12'47" West 195 feet, more or less to the point of beginning, with bearings based on the West line of said Government Lot 20 as being North 00°03'52" West.

EXHIBIT B

Permitted Exceptions

1. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Meadows Drainage District. (No outstanding easements as of the date hereof).
2. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
3. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
4. Agreement, including the terms and provisions thereof,
Recorded: August 14, 1922
Book: 59, Page: 59, Deed Records
5. Grant, including the terms and provisions thereof,
Recorded: January 10, 1929
Book: 85, Page: 123, Deed Records
6. Grant, including the terms and provisions thereof,
Recorded: January 10, 1929
Book: 85, Page: 125, Deed Records
7. The provisions contained in Warranty Deed,
Recorded: April 25, 1944,
Book: 164, Page: 281, Deed Records

Amended by Warranty Deed, including the terms and provisions thereof,
Recorded: January 8, 1945
Book: 172, Page: 97, Deed Records
8. The provisions contained in Deed,
Recorded: April 4, 1946,
Book: 187, Page: 212, Deed Records
9. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Clifford J. Shuck, et al
Recorded: December 15, 1947
Book: 215, Page: 11, Deed Records

10. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Lewis Kandra, et al
Recorded: July 5, 1950
Book: 240, Page: 62, Deed Records
11. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as reserved in instrument:
Recorded: July 17, 1953
Book 262, Page 44, Deed Records
12. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: A. F. McQuiston , et ux
Recorded: July 17, 1953
Book: 262, Page: 46, Deed Records
13. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: A.F. McQuiston, et ux
Recorded: December 10, 1953
Book: 264, Page: 372, Deed Records
14. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: California Oregon Power Company
Recorded: January 28, 1955
Book: 272, Page: 48, Deed Records
15. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: California Oregon Power Company
Recorded: January 28, 1955
Book: 272, Page: 54, Deed Records
16. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: California Oregon Power Company
Recorded: February 8, 1955
Book: 272, Page: 222, Deed Records

17. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: California Oregon Power Company
Recorded: February 8, 1955
Book: 272, Page: 224, Deed Records
18. Reservation of Oil, gas, minerals and other minerals, including the terms and provisions contained therein, in deed from R. S. Dixon and Constance N. Dixon.
Recorded: May 15, 1957
Book: 291, Page 600
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
19. The provisions contained in Deed,
Recorded: August 2, 1961,
Book: 331, Page: 367, Deed Records
20. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Francis A., d'Artenay and John d'Artenay
Recorded: June 13, 1963
Book: 346, Page: 73, Deed Records
21. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Francis A. d'Artenay and John d'Artenay
Recorded: June 13, 1963
Book: 346, Page: 74, Deed Records
22. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Pacific Power & Light Company
Recorded: February 18, 1965
Book: 359, Page: 417, Deed Records
23. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Pacific Power & Light Company
Recorded: June 6, 1966
Book: M66, Page: 4977
24. The provisions contained in Deed,
Recorded: June 7, 1982,
Book: M80, Page: 18794

25. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Telephone Utilities of Eastern Oregon
Recorded: June 7, 1982
Book: M82, Page: 7028
26. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Montgomery Drilling, Inc.
Recorded: June 15, 1982
Book: M82, Page: 7564
27. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Telephone Utilities of Eastern Oregon
Recorded: November 1, 1989
Book: M89, Page: 20986
28. The provisions contained in Warranty Deed,
Recorded: March 20, 1997,
Book: M97, Page: 8220
29. Drainage Pump Access Easement, including the terms and provisions thereof,
Recorded: March 22, 2013
Instrument No.: 2013-003086
30. Drainage Easement and Covenant, including the terms and provisions thereof,
Recorded: November 21, 2013
Instrument No.: 2013-013007