

2018-001723

Klamath County, Oregon



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02/13/2018 12:00:32 PM

Fee: \$127.00

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Loeb & Loeb LLP
10100 Santa Monica Blvd., Suite 2200
Los Angeles, California 90067
Attn: Gerald Chizever, Esq.

DEED OF TRUST

This DEED OF TRUST ("**Deed of Trust**"), dated as of the 31st day of December, 2017, between California Giant, Inc., a California corporation ("**Trustor**"), whose address is 75 Sakata Lane, Watsonville, California 95076, to Patrick M. Riordan Revocable Trust dated May 11, 2005, as amended and restated ("**Trustee**"), whose address is 400 South Hope Street, Suite 1300, Los Angeles, California, 90071, for the benefit of Patrick M. Riordan Revocable Trust dated May 11, 2005, as amended and restated ("**Beneficiary**"), whose address is 550 South Hope Street, Suite 550, Los Angeles, California, 90071-2612.

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale together with the right of entry and possession all right, title and interest of Trustor now held or hereafter acquired in and to that certain real property located in the City of Santa Maria, County of Santa Barbara, State of California; City of Red Bluff, County of Tehama, State of California; and County of Klamath, State of Oregon, respectively, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**").

Together with all right, title and interest of Trustor in and to all tangible personal property owned by Trustor, and now or at any time hereafter held on, at or off the Property for incorporation into or use in connection with the improvements located on the Property, including, but not limited to: all goods, materials, supplies, tools, chattels, furniture, machinery, equipment, appliances and fixtures now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Property and the improvements thereon, including those used for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage; all wall beds, wall safes, built-in furniture and installations, shelving, lockers, partitions, doorstops, motors, elevators, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, draperies, drapery rods and brackets, mirrors, mantels, screens, linoleum, carpets and carpeting, plumbing, bathtubs, sinks, basins, pipes, faucets, washers, dryers, refrigerators, heating units, stoves, ovens, ranges, dishwashers, disposals, water heaters, furniture, fixtures and furnishings, computers, internet and

computer systems, communications systems, all specifically designed installations and furnishings, together with all additions to, substitutions for, changes in or replacements or renewals of the whole or any part of such articles of property; all of such items, whether now or hereafter installed, being hereby declared to be for all purposes of this Deed of Trust a part of the Property.

FOR THE PURPOSE OF SECURING (1) the payment of the sum of Fourteen Million Four Hundred Twenty-five Thousand Two Hundred Two and 24/100 Dollars (\$14,425,202.24) with interest thereon according to the terms of that certain Secured Promissory Note dated of even date herewith, made by Trustor, payable to order of Beneficiary, and any modifications, extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured.

A. To protect the security of this Deed of Trust, and with respect to the Property above described, Trustor agrees as follows:

(1) To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of the law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire and liability insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire, liability or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

(5) To not make any sale or "Transfer" of the Property (as that term is defined in this Deed of Trust) in violation of the terms set forth in this Deed of Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay its reasonable fees.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for disposition or proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of the Property; consent

to making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default,

Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, upon written instruction from Beneficiary and without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, 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 time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Upon instruction from Beneficiary, Trustee shall deliver to such purchaser its deed 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, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

(8) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(9) Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obliged to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Notwithstanding the amount outstanding under said Note at any particular time, this Deed of Trust secures the total amount of said Note and any future advances thereon.

Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to it at its address hereinbefore set forth on the first page of this Deed of Trust.

This Deed of Trust is intended to constitute a security agreement between Trustor and Beneficiary and Trustor hereby grants to Beneficiary a first priority (except as otherwise expressly provided in the immediately-following paragraph) lien security interest in each item or component of the Property in which a security interest may be granted under the Uniform Commercial Code (the "**Code**"). The recording of this Deed of Trust shall be effective as a financing statement filed as a fixture filing under the relevant provisions of the Code with respect to any Property which now is or later may become fixtures attached to the Property or the improvements located thereon, and is to be recorded with the appropriate authority where the Property (including said fixtures) is situated. Trustor's interest in the Property is a fee interest. The mailing address of Trustor is set forth above on the first page of this Deed of Trust and the address of Beneficiary from which information concerning the security interest may be obtained is set forth above on the first page of this Deed of Trust.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Transfer of the Property

IN ORDER TO INDUCE BENEFICIARY TO MAKE THE LOAN SECURED HEREBY, TRUSTOR AGREES THAT, IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST IN IT IS HEREAFTER SOLD OR TRANSFERRED WITHOUT BENEFICIARY'S PRIOR WRITTEN CONSENT, BENEFICIARY MAY, AT ITS OPTION, EXCEPT AS

OTHERWISE PROVIDED BY APPLICABLE LAW, REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS DEED OF TRUST. HOWEVER, THIS OPTION SHALL NOT BE EXERCISED BY BENEFICIARY IF EXERCISE IS PROHIBITED BY FEDERAL LAW AS OF THE DATE OF THIS DEED OF TRUST. AS USED HEREIN, THE TERMS "TRANSFER" OR "TRANSFERRED" INCLUDES THE SALE, AGREEMENT TO SELL, TRANSFER, CONVEYANCE OR HYPOTHECATION OF THE PROPERTY ENCUMBERED BY THIS DEED OF TRUST, OR ANY PORTION THEREOF OR INTEREST THEREIN, WHETHER VOLUNTARY, INVOLUNTARY, BY OPERATION OF LAW OR OTHERWISE, THE EXECUTION OF ANY INSTALLMENT LAND SALE CONTRACT OR SIMILAR INSTRUMENT AFFECTING ALL OR A PORTION OF THE PROPERTY ENCUMBERED BY THIS DEED OF TRUST, OR THE LEASE OF ALL OR SUBSTANTIALLY ALL OF SUCH PROPERTY. THE TERMS "TRANSFER" OR "TRANSFERRED" SHALL NOT INCLUDE ANY OF THE TRANSFERS SET FORTH IN 12 U.S.C. 1701-j-3(d); 12 C.F.R. SECTION 591.5(b) AND CAL. CIV. CODE SECTION 2924.6.

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Executed as of the date first written above.

Trustor:

CALIFORNIA GIANT, INC.,
a California corporation


Name: *Bill McGee*
Title: *President*

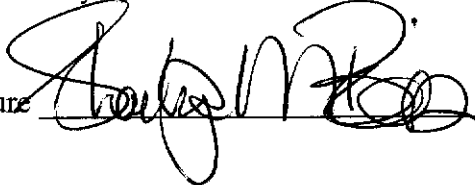
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)
COUNTY OF Santa Cruz)

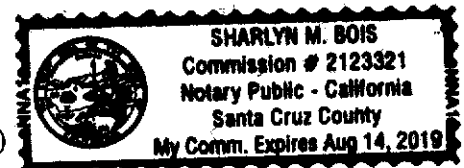
On January 26, 2018, before me, Sharlyn M Bois, Notary Public, personally appeared William Monovich, who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the 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 

(seal)



**EXHIBIT A
LEGAL DESCRIPTION**

1890 W. STOWELL ROAD, SANTA MARIA CA 93458

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA MARIA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 OF CAL GIANT LOT LINE ADJUSTMENT TRACT NO. 5834, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS RECORDED JULY 17, 2002 AS INSTRUMENT NO. 2002-0069032, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 13,976 RECORDED AS PARCEL MAP BOOK 43, PAGES 64 AND 65 IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 2 OF PARCEL MAP NO. 13,976 RECORDED AS PARCEL MAP BOOK 43, PAGES 64 AND 65, RECORDS OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA; THENCE SOUTH 89° 58' 53" EAST 785.00 FEET ALONG THE NORTHERLY BOUNDARY THEREOF TO A POINT ON A LINE PARALLEL WITH AND 785.00 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE WESTERLY BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 0° 01' 59" EAST 580.00 FEET ALONG SAID PARALLEL LINE TO A POINT ON A LINE PARALLEL WITH AND 580.00 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) THE NORTHERLY BOUNDARY OF SAID PARCEL 2; THENCE NORTH 89° 58' 53" WEST 785.00 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 2 THAT BEARS SOUTH 0° 01' 59" EAST 580.00 FEET ALONG SAID WESTERLY BOUNDARY FROM THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 0° 01' 59" WEST 580.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE POINT OF BEGINNING.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, ROADWAYS, PUBLIC AND PRIVATE UTILITIES, INSTALLATION OF SURFACE AND BELOW GROUND DRAINAGE AND FLOOD CONTROL IMPROVEMENTS, ACCESS TO AND USE OF THE NONDOMESTIC WATER WELL AND ALL RELATED PUMPS, PIPELINES AND FIXTURES RELATED TO SAID WELL, INCLUDING INCIDENTAL RIGHTS OF CONSTRUCTION OF NEW WORKS, IMPROVEMENTS OR STRUCTURES, MAINTENANCE, REPAIR AND REPLACEMENT, ON, OVER, UNDER, UPON AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

2A: A 10 FOOT WIDE EASEMENT FOR UTILITY PURPOSES OVER A PORTION OF PARCEL 3 AS SHOWN ON PARCEL MAP NO. 13,976 RECORDED IN BOOK 43 AT PAGES 64 AND 65, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH REBAR WITH PLASTIC CAP MARKED L.S. 4597, BEING THE SOUTHWEST CORNER OF SAID PARCEL 3 AS SHOWN ON SAID PARCEL MAP; THENCE NORTH 00° 01' 59" WEST ALONG THE WEST LINE OF SAID PARCEL 3 A DISTANCE OF 55.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 01' 59" WEST ALONG SAID WEST LINE A DISTANCE OF 10.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89° 52' 44" EAST A DISTANCE OF 458.40 FEET; THENCE SOUTH 00° 07' 16" WEST A DISTANCE OF 10.00 FEET TO POINT DISTANT 55.00 FEET AT RIGHT ANGLES TO THE SOUTH LINE OF SAID PARCEL; THENCE NORTH 89° 52' 44" WEST, PARALLEL TO THE SAID SOUTH LINE A DISTANCE OF 458.37 FEET TO THE WEST LINE OF SAID PARCEL 3 FROM WHICH SAID SOUTHWEST CORNER BEARS SOUTH 00° 01' 59" WEST A DISTANCE OF 55.00 FEET AND THE TRUE POINT OF BEGINNING.

2B: A 20 FOOT WIDE EASEMENT FOR UTILITY PURPOSES OVER A PORTION OF PARCEL 3 AS SHOWN ON PARCEL MAP NO. 13,976 RECORDED IN BOOK 43 AT PAGES 64 AND 65, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR AND PLASTIC CAP MARKED L.S. 4597 AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 00° 07' 47" WEST ALONG THE EAST LINE OF SAID PARCEL 3 A DISTANCE OF 1146.96 FEET TO A POINT FROM WHICH A 1 1/2 INCH IRON PIPE WITH TAG L.S. 3485 AS SHOWN ON SAID PARCEL MAP BEARS SOUTH 00° 07' 47" WEST A DISTANCE OF 125.21 FEET; THENCE NORTH 89° 52' 13" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 00° 07' 47" EAST PARALLEL WITH SAID EAST LINE A DISTANCE OF 1146.92 FEET TO THE NORTH LINE OF SAID PARCEL 3; THENCE SOUTH 89° 58' 53" EAST ALONG SAID NORTH LINE DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

2C: AN EASEMENT FOR UTILITY PURPOSES OVER A PORTION OF PARCEL 3 AS SHOWN ON PARCEL MAP NO. 13,976 RECORDED IN BOOK 43 AT PAGES 64 AND 65, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1 1/2 INCH IRON PIPE WITH TAG MARKED L.S. 3485, BEING AN ANGLE POINT IN THE EAST LINE OF SAID PARCEL 3 FROM WHICH THE NORTHEAST CORNER OF SAID PARCEL BEARS NORTH 00° 07' 47" EAST A DISTANCE OF 1272.17 FEET; THENCE SOUTH 89° 59' 55" EAST A DISTANCE OF 125.40 FEET TO A 5/8 INCH REBAR AND PLASTIC CAP MARKED L.S. 4597 AS SHOWN ON

Exhibit A

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SAID PARCEL MAP; THENCE SOUTH 00° 07' 47" WEST A DISTANCE OF 74.80 FEET TO A 5/8 INCH REBAR AND PLASTIC CAP MARKED L.S. 4597 AND THE BEGINNING OF A 5704.58 FOOT RADIUS CURVE, CONCAVE TO THE NORTH AND THE SOUTHEAST CORNER OF SAID PARCEL 3; THENCE WESTERLY, ALONG SAID CURVE AND THE SOUTH LINE OF SAID PARCEL 3 THROUGH A CENTRAL ANGEL OF 00° 26' 14" AN ARC DISTANCE OF 43.53 FEET TO A 5/8 INCH REBAR AND PLASTIC CAP MARKED L.S. 4597; THENCE NORTH 89° 52' 44" WEST ALONG SAID SOUTH LINE 261.86 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00° 07' 16" EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 89° 52' 13" EAST A DISTANCE OF 180.00 FEET TO SAID EAST LINE OF PARCEL 3; THENCE SOUTH 00° 07' 47" WEST ALONG SAID EAST LINE A DISTANCE OF 125.21 FEET TO A 1 1/2 INCH IRON PIPE WITH TAG MARKED L.S. 3485 AND THE POINT OF BEGINNING.

2D: A 60 FOOT WIDE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER A PORTION OF PARCEL 3 AS SHOWN ON PARCEL MAP NO. 13,976 RECORDED IN BOOK 43, AT PAGES 64 AND 65, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR AND PLASTIC CAP MARKED L.S. 4597, BEING THE NORTHEAST CORNER OF SAID PARCEL 3 AS SHOWN ON SAID PARCEL; THENCE SOUTH 00° 07' 47" WEST ALONG THE EAST LINE OF SAID PARCEL 3 A DISTANCE OF 510.19 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY, LEAVING SAID EAST LINE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 53' 20" AN ARC DISTANCE OF 156.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 89° 58' 53" WEST A DISTANCE OF 540.48 FEET TO THE WEST LINE OF SAID PARCEL 3; THENCE NORTH 00° 01' 59" WEST ALONG SAID WEST LINE A DISTANCE OF 60.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89° 58' 53" EAST A DISTANCE OF 540.53 FEET TO THE BEGINNING OF A 40.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 53' 20" AN ARC DISTANCE OF 62.75 FEET TO THE END OF SAID CURVE; THENCE NORTH 00° 07' 47" EAST A DISTANCE OF 510.08 FEET TO THE NORTH LINE OF SAID PARCEL 3; THENCE SOUTH 89° 58' 53" EAST ALONG SAID NORTH LINE A DISTANCE OF 60.00 FEET TO SAID NORTHEAST CORNER AND THE POINT OF BEGINNING.

2E: AN EASEMENT FOR UTILITY PURPOSES OVER A PORTION OF PARCEL 3 AS SHOWN ON PARCEL MAP NO. 13,976 RECORDED IN BOOK 43, AT PAGES 64 AND 65, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH REBAR AND PLASTIC CAP MARKED L.S. 4597 AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE NORTH 89° 58' 53" WEST ALONG THE NORTH LINE OF SAID PARCEL 3 A DISTANCE OF 20.00 FEET; THENCE SOUTH

Exhibit A

00° 07' 47" WEST 20.00 FEET AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID PARCEL 3 A DISTANCE OF 570.15 FEET TO A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 100.00 FEET AND THE TRUE POINT OF BEGINNING, A RADIAL TO SAID CURVE BEARS SOUTH 53° 00' 01" EAST; THENCE CONTINUING SOUTH 00° 07' 47" WEST 39.85 FEET; THENCE NORTH 89° 58' 53" WEST 79.81 FEET TO THE END OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 01' 08" A LENGTH OF 92.54 FEET TO A POINT 20.00 FEET AT RIGHT ANGLES TO SAID EAST LINE AND THE TRUE POINT OF BEGINNING.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, ROADWAYS, PUBLIC AND PRIVATE UTILITIES, INSTALLATION OF SURFACE AND BELOW GROUND DRAINAGE AND FLOOD CONTROL IMPROVEMENTS, ACCESS TO AND USE OF ALL PIPELINES AND FIXTURES RELATED TO SAID WELL INCLUDING INCIDENTAL RIGHTS OF CONSTRUCTION OF NEW WORKS, IMPROVEMENTS OR STRUCTURES, MAINTENANCE, REPAIR AND REPLACEMENT, ON, OVER, UNDER, UPON AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

3A:AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER A PORTION OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 13,976 RECORDED IN BOOK 43, AT PAGES 64 AND 65, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR WITH PLASTIC CAP MARKED L.S. 4597, BEING THE NORTHEAST CORNER OF SAID PARCEL 1 AS SHOWN ON SAID PARCEL MAP; THENCE SOUTH 00° 01' 59" EAST ALONG THE EAST LINE OF SAID PARCEL 1 A DISTANCE OF 581.47 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, A RADIAL TO SAID CURVE BEARS SOUTH 44° 23' 38" WEST; THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45° 34' 23" AN ARC DISTANCE OF 79.54 FEET TO THE END OF SAID CURVE; THENCE NORTH 00° 01' 59" WEST, PARALLEL WITH AND 30.00 FEET AT RIGHT ANGLES TO SAID EAST LINE A DISTANCE OF 510.09 FEET TO THE NORTH LINE OF SAID PARCEL 1; THENCE SOUTH 89° 58' 53" EAST ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

3B:A 20 FOOT WIDE EASEMENT FOR UTILITY PURPOSES OVER A PORTION OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 13,976 RECORDED IN BOOK 43, AT PAGES 64 AND 65, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID PARCEL 1 FROM WHICH THE SOUTHEAST CORNER OF SAID PARCEL 1 BEARS SOUTH 00° 01' 59" EAST A

Exhibit A

DISTANCE OF 55.00 FEET; THENCE NORTH 00° 01' 59" WEST ALONG SAID EAST LINE A DISTANCE OF 706.69 FEET TO A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 100.00 FEET, A RADIAL TO SAID CURVE BEARS SOUTH 64° 07' 30" WEST; THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 43' 52" AN ARC DISTANCE OF 34.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00° 01' 59" EAST PARALLEL WITH AND 20.00 FEET AT RIGHT ANGLES TO SAID EAST LINE A DISTANCE OF 734.46 FEET; THENCE SOUTH 89° 52' 45" EAST A DISTANCE OF 20.00 FEET TO SAID EAST LINE AND THE POINT OF BEGINNING.

PARCEL 4:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, ROADWAYS, PUBLIC AND PRIVATE UTILITIES, INSTALLATION OF SURFACE AND BELOW GROUND DRAINAGE AND FLOOD CONTROL IMPROVEMENTS, ACCESS TO AND USE OF ALL PIPELINES AND FIXTURES RELATED TO SAID WELL INCLUDING INCIDENTAL RIGHTS OF CONSTRUCTION OF NEW WORKS, IMPROVEMENTS OR STRUCTURES, MAINTENANCE, REPAIR AND REPLACEMENT, ON, OVER, UNDER, UPON AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

4A: A 10 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR UTILITY PURPOSES OVER A PORTION OF PARCEL 2 AS SHOWN ON PARCEL MAP NO. 13,976 RECORDED IN BOOK 43 AT PAGES 64 AND 65, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID PARCEL 2 FROM WHICH THE SOUTHWEST CORNER OF SAID PARCEL 2 BEARS SOUTH 00° 01' 59" EAST A DISTANCE OF 55.00 FEET; THENCE NORTH 00° 01' 59" WEST ALONG SAID WEST LINE 10.00 FEET; THENCE SOUTH 89° 52' 44" EAST A DISTANCE OF 1472.31 FEET TO THE EAST LINE OF SAID PARCEL 2; THENCE SOUTH 00° 01' 59" WEST ALONG SAID EAST LINE A DISTANCE OF 10.00 FEET TO A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID PARCEL 2 BEARS SOUTH 00° 01' 59" EAST A DISTANCE OF 55.00 FEET; THENCE NORTH 89° 52' 44" WEST, PARALLEL WITH THE SOUTH LINE OF SAID PARCEL 2 A DISTANCE OF 1472.31 FEET TO SAID WEST LINE OF PARCEL 2 AND THE POINT OF BEGINNING.

4B: A NON-EXCLUSIVE EASEMENT FOR UTILITY PURPOSES OVER A PORTION OF PARCEL 2 AS SHOWN ON PARCEL MAP NO. 13,976 RECORDED IN BOOK 43 AT PAGES 64 AND 65, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST WITH THE WEST LINE OF SAID PARCEL 2 FROM WHICH THE NORTHWEST CORNER OF SAID PARCEL 2 BEARS NORTH 00° 01' 59"

Exhibit A

WEST A DISTANCE OF 581.47 FEET; THENCE EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 44° 22' 31" AN ARC DISTANCE OF 77.45 FEET TO THE END OF SAID CURVE; THENCE NORTH 89° 58' 53" WEST A DISTANCE OF 69.91 FEET TO SAID WEST LINE OF PARCEL 2; THENCE NORTH 00° 01' 59" WEST ALONG SAID WEST LINE A DISTANCE OF 28.52 FEET TO THE BEGINNING OF A 100.00 FOOT WIDE RADIUS CURVE, CONCAVE TO THE NORTH, A RADIAL TO SAID CURVE BEARS SOUTH 44° 23' 38" WEST AND THE POINT OF BEGINNING.

4C: A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER A PORTION OF PARCEL 2 AS SHOWN ON PARCEL MAP NO. 13,976 RECORDED IN BOOK 43 AT PAGES 64 AND 65, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR WITH PLASTIC CAP MARKED L.S. 4597, BEING THE NORTHWEST CORNER OF SAID PARCEL 2 AS SHOWN ON SAID PARCEL MAP; THENCE SOUTH 89° 59' 53" EAST ALONG THE NORTH LINE OF SAID PARCEL 2 A DISTANCE OF 30.00 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00° 01' 59" EAST, PARALLEL WITH AND 30.00 FEET AT RIGHT ANGLES WITH THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 510.03 FEET TO THE BEGINNING OF A 40.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 56' 54" AN ARC DISTANCE OF 62.80 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89° 58' 53" EAST A DISTANCE OF 1402.34 FEET TO THE EAST LINE OF SAID PARCEL 2 FROM WHICH THE NORTHEAST CORNER OF SAID PARCEL 2 BEARS NORTH 00° 01' 59" WEST A DISTANCE OF 550.00 FEET; THENCE ALONG SAID EAST LINE SOUTH 00° 01' 59" EAST A DISTANCE OF 60.00 FEET; THENCE NORTH 89° 58' 53" WEST A DISTANCE OF 1402.39 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH; THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 44° 22' 31" AN ARC DISTANCE OF 77.45 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE NORTH 00° 01' 59" WEST ALONG SAID WEST LINE A DISTANCE OF 581.47 FEET TO A 5/8 INCH REBAR WITH PLASTIC CAP MARKED L.S. 4597, BEING SAID NORTHWEST CORNER OF PARCEL 2 AND THE POINT OF BEGINNING.

APN: 117-820-027

Exhibit A

15512996.4
227859-10001

2330 EASTBURY WAY, SANTA MARIA, CA 93455

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA MARIA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 27 OF SOMERSET GARDENS II TRACT NO. 5842 IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA AS PER MAP RECORDED IN BOOK 188 PAGES 64 THROUGH 66, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ONE HALF OF ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES OR MINERAL THAT MAY LIE IN OR UNDER THE LANDS HEREINABOVE DESCRIBED, AS RESERVED IN DEED FROM ROY O. WILCOX, A SINGLE MAN, TO TADINORI NISHIMORI, A MARRIED MAN, AND SATUYE KATO, A SINGLE WOMAN, DATED JULY 14, 1949, AND RECORDED SEPTEMBER 14, 1949 AS INSTRUMENT NO. 11449 IN BOOK 873 AT PAGE 423 OF OFFICIAL RECORDS, WITHOUT, HOWEVER, THE RIGHT TO USE THE SURFACE OF SAID LAND OR ANY PORTION THEREOF DOWN TO A DEPTH OF 500 FEET BELOW THE SURFACE AS RELEASED BY QUITCLAIM DEED EXECUTED BY MABLE DOYLE AND OLIVA CAMPBELL RECORDED APRIL 22, 1965 IN BOOK 2102 AT PAGE 13 OF OFFICIAL RECORDS.

APN: 111-690-088

Exhibit A

15512996.4
227859-10001

MALIN RANCH

PARCEL 1:

THE NW1/4 OF THE NE1/4 AND THE N1/2 OF THE SW1/4 OF THE NE1/4 OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 2:

THAT THE PORTION OF THE NE1/4 NE1/4 OF SECTION 34, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE1/4 NE1/4; THENCE EAST ALONG THE NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE SOUTHEAST CORNER OF THE NE1/4 NE1/4; THENCE IN A STRAIGHT LINE NORTHWESTERLY TO THE NORTHWEST CORNER OF THE NE1/4 NE1/4, THE TRUE POINT OF BEGINNING.

PARCEL 3:

A TRACT OF LAND SITUATED IN THE SE1/4 SE1/4 OF SECTION 27, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SE1/4 SE1/4; THENCE NORTH ALONG THE WEST LINE OF SAID SE1/4 SE1/4 A DISTANCE OF 208.71 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SE1/4 SE1/4 A DISTANCE OF 417.42 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SE1/4 SE1/4 A DISTANCE OF 208.71 FEET; THENCE WEST ALONG THE SOUTH LINE OF SAID SE1/4 SE1/4 A DISTANCE OF 417.42 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THE SW1/4 SW1/4 OF SECTION 26, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 5:

UNSURVEYED PARCEL 1 OF LAND PARTITION 31-10 IN THE S1/2 SE1/4, SE1/4 SW1/4 SECTION 27, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN; THE NE1/4, W1/2 SE1/4, E1/2 W1/2 SECTION 34, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN; THE NE1/4 NW1/4, NW1/4, NW1/4 NE1/4 SECTION 3, TOWNSHIP 41 SOUTH, RANGE 12 EAST OF THE WILLAMETTE

MERIDIAN, KLAMATH COUNTY, OREGON, BEING RECORDED AUGUST 16, 2011 IN 2011-009433, RECORDS OF KLAMATH COUNTY, OREGON.

UNSURVEYED PARCEL 2 OF LAND PARTITION 31-10 IN THE S1/2 SE1/4, SE1/4 SW1/4 SECTION 27, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN; THE NE1/4, W1/2 SE1/4, E1/2 W1/2 SECTION 34, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN; THE NE1/4 NW1/4, NW1/4, NW1/4 NE1/4 SECTION 3, TOWNSHIP 41 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING RECORDED AUGUST 16, 2011 IN 2011-009433, RECORDS OF KLAMATH COUNTY, OREGON.

Exhibit A

15512996.4
227859-10001

11555 PASKENTA ROAD, RED BLUFF, CA 96080

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF TEHAMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 28 AS SHOWN ON THE MAP OF TRACT NO. 86-1004 – MEADOWLAND FARMS AND RESIDENTIAL ESTATES, FILED JUNE 16, 1987 IN BOOK V OF MAPS, AT PAGE 215, TEHAMA COUNTY RECORDS.

Exhibit A

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227859-10001