

2025-001161
Klamath County, Oregon
02/20/2025 09:52:01 AM
Fee: \$127.00

Recording Requested by:

Simplifile

WHEN RECORDED MAIL TO:

AgWest Farm Credit, PCA

Attn: Mathew Beyer
3003 South Fair Lane
Tempe, AZ 85282

Space Above This Line For Recorder's Use

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made as of December 26, 2024 by Aguila G Boys-FH592, LLC, an Oregon Limited Liability Company, AGUILA G-BOYS MR 542, LLC, an Arizona Limited Liability Company and AGUILA G-BOYS LK 300, LLC, an Arizona Limited Liability Company ("Owner") of the real property described below ("Property") and AgWest Farm Credit, PCA, successor in interest to Farm Credit West, PCA present holder ("Beneficiary") of the deed of trust and note first hereinafter described.

WITNESSETH

WHEREAS, Owner did execute a deed of trust, dated December 8, 2021, to Farm Credit West, PCA, as trustee, covering Property described as follows:

FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

to secure a note and/or a guaranty for the sum of \$2,000,000.00, dated December 8, 2021, in favor of Farm Credit West, PCA, which deed of trust was recorded January 4, 2022, as Instrument No. 2022-000073 and re-recorded January 4, 2022, as Instrument No. 2022-000124 of Official Records of Klamath County, State of Oregon. The foregoing deed of trust and any modifications and notices of additional advances thereto shall be referred to as the "Junior Deed of Trust"; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust, or a modification and advance to deed of trust or notice of advance, dated December 26, 2024, and which together with any such modification or advance and any other prior modifications or advances related thereto are collectively referred to as the "Senior Deed of Trust", to secure indebtedness in the principal sum of \$3,370,500.00, in favor of AgWest Farm Credit, FLCA, successor in interest to Farm Credit West, FLCA ("Lender"), payable with interest and upon the terms and conditions described therein ("Loan"), which Senior Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining the Loan from Lender that the Senior Deed of Trust shall unconditionally be and remain at all times a lien upon the Property, prior and superior to the lien of the Junior Deed of Trust; and

WHEREAS, Lender is willing to extend the Loan provided the Senior Deed of Trust is a lien upon the Property prior and superior to the lien of the Junior Deed of Trust and provided that Beneficiary will unconditionally subordinate the lien of the Junior Deed of Trust to the lien of the Senior Deed of Trust on the terms below; and

WHEREAS, it is to the mutual benefit of the parties that Lender extend said Loan to Owner; and Beneficiary agrees that the Senior Deed of Trust shall, when recorded, constitute a lien upon the Property which is unconditionally prior and superior to the lien of the Junior Deed of Trust.

NOW THEREFORE, in consideration of the mutual benefit accruing to the parties and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to extend said Loan, the parties agree as follows:

1. That the Senior Deed of Trust shall unconditionally be and remain at all times a lien on the Property, prior and superior to the lien of the Junior Deed of Trust.
2. That this agreement establishes a superior lien priority for the Lender which will allow it to provide a Loan to Owner, and shall continue in effect as to all credit extended to Owner, under the Loan, and any advances, additional loans, renewals, modifications, reamortizations, consolidations, refinancings, replacements and extensions thereof and any other obligations or indebtedness owed to Lender, whether now or hereafter existing, plus interest thereon which may accrue at a variable or adjustable rate in accordance with the terms thereof and all costs and attorney's fees incurred in connection therewith (collectively "Indebtedness") secured by the Senior Deed of Trust, any notices of additional advance, modifications to deeds of trust or any other deeds of trust in favor of Lender encumbering the Property.
3. That this agreement shall be the whole and only agreement with regard to the subordination of the lien of the Junior Deed of Trust to the lien of the Senior Deed of Trust and shall supersede and cancel, but only insofar as would affect the priority between these deeds of trust, any prior agreements as to such subordination, including but not limited to, those provisions, if any, contained in the Junior Deed of Trust, which provide for the subordination of the lien thereof to other deeds of trust or mortgages.

Beneficiary also agrees that:

- (A) Beneficiary consents to and approves (i) all provisions of the Loan and the Senior Deed of Trust and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of the Loan;
- (B) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by any of the persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreements shall not defeat this subordination in whole or in part.
- (C) Beneficiary unconditionally subordinates the lien of the Junior Deed of Trust in favor of the lien of the Senior Deed of Trust and any notices of additional advance, modifications to deeds of trust or other deeds of trust encumbering the Property and securing any Indebtedness in favor of Lender, and agrees that in reliance upon, and in consideration of, this subordination, the Loan and other Indebtedness are being and may be made which would not be entered into without this subordination.

This Subordination Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts taken together, constitute one and the same instrument. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Subordination Agreement.

Signature(s) appear on the following page

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Dated: December 26, 2024

Beneficiary

AgWest Farm Credit, PCA, successor in interest to Farm Credit West, PCA

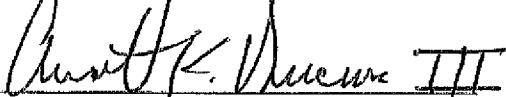

Mathew Beycey, Relationship Manager IV VP

Owner

Aguila G Boys-FH592, LLC, an Oregon Limited Liability Company

AGUILA G-BOYS MR542, LLC, an Arizona Limited Liability Company

AGUILA G-BOYS LK 300, LLC, an Arizona Limited Liability Company


Arnott K. Duncan III
Arnott K. Duncan, III, in each of the following capacities: as Manager AGUILA G-BOYS MR542, LLC and as Manager of AGUILA G-BOYS LK 300, LLC

Aguila G-Boys, LLC, an Arizona Limited Liability Company, as Manager of Aguila G Boys-FH592, LLC


Arnott K. Duncan III, as Manager of Aguila G-Boys, LLC

Notary Page

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 Arizona)
County of Maricopa)

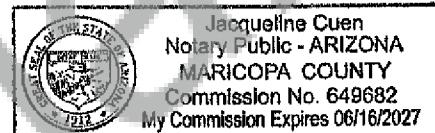
On 1/31/2025 before me, Jacqueline Cuen, Notary Public, personally appeared Christopher, Brian, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature 

(Seal)



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 Arizona)
County of Maricopa)

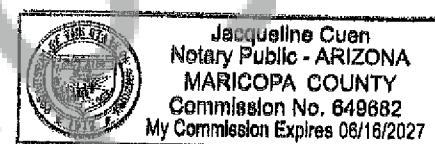
On 1/31/2025 before me, Jacqueline Cuen, Notary Public, personally appeared Christopher, Brian, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature 

(Seal)



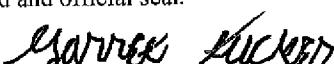
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State of Arizona)
County of Maricopa)

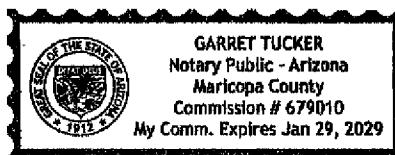
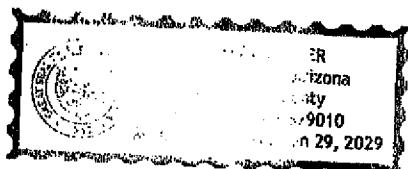
On 02-13-2025, before me, GARRET TUCKER, Notary Public, personally appeared Mather Beyer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature 

(Seal)



The Duncan Office, LLC
Loan No. 8017050
December 26, 2024
Page 1 of 5

Subordination Agreement
County of Klamath
Description of Real Property

Exhibit "A"

PARCEL 1

S1/2 NE1/4 NW1/4 OF SECTION 9, TOWNSHIP 41 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 2

THE EAST HALF OF NE1/4 SE1/4 AND EAST HALF OF SE1/4 SE1/4 OF SECTION 9, TOWNSHIP 41 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE MERRILL-WHITELAKE HIGHWAY.

PARCEL 3

W1/2 E1/2 SE1/4, S1/2 NE1/4, NW1/4 NE1/4, SE1/4 NW1/4 OF SECTION 9, ALL IN TOWNSHIP 41 SOUTH, RANGE 10 EAST OF WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE MERRILL-WHITELAKE HIGHWAY.

PARCEL 4

SW1/4 SECTION 10, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE MERRILL-WHITELAKE HIGHWAY OR MERRILL PIT ROAD.

ALSO DESCRIBED AS: UNSURVEYED PARCEL 1, LAND PARTITION 9-20 SITUATED IN THE SW1/4 OF SECTION 10, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND RECORDED JANUARY 11, 2021 AS INSTRUMENT NO. 2021-000446, KLAMATH COUNTY, RECORDS.

PARCEL 5

THE WEST 1/2 OF THE SW1/4 OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 6

THE SE1/4 OF THE SW1/4 OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING NORTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SE1/4 OF THE SW1/4 OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; THENCE WESTERLY ALONG THE 1/16 SECTION LINE, 660 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE SOUTHEASTERLY 933 FEET, MORE OR LESS, TO A POINT ON THE

The Duncan Office, LLC
Loan No. 8017050
December 26, 2024
Page 2 of 5

Subordination Agreement
County of Klamath
Description of Real Property

Exhibit "A"

1/16 SECTION LINE 660 FEET SOUTH OF THE NORTHEAST CORNER OF THE SE1/4 OF THE SW1/4 OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, TERMINATING SAID LINE.

PARCEL 7

THE FOLLOWING DESCRIBED REAL PROPERTY IN SECTION 10, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

BEGINNING AT A POINT 1000 FEET EAST OF THE EAST QUARTER CORNER OF SECTION 9; THENCE NORTH PARALLEL TO THE NORTH-SOUTH CENTER SECTION LINE OF SECTION 10, 250 FEET; THENCE EAST PARALLEL TO THE EAST-WEST CENTER SECTION LINE TO THE WEST LINE OF THE SE1/4 NW1/4; THENCE NORTH ALONG THE WEST LINE OF THE SE1/4 NW1/4 600 FEET; THENCE EAST PARALLEL TO THE EAST-WEST CENTER SECTION LINE TO THE EAST LINE OF THE SE1/4 NW1/4; THENCE SOUTH ALONG THE EAST LINE OF THE SE1/4 NW1/4 850 FEET TO THE SOUTHEAST CORNER; THENCE WEST ALONG THE CENTER SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 8

A PORTION OF LAND IN THE SW1/4 NW1/4 OF SECTION 10, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 250 FEET OF THE WESTERLY 1,000 FEET OF THE SW1/4 NW1/4 OF SAID SECTION 10. THERE IS ALSO GRANTED WITH THIS DEED A RIGHT OF WAY 30 FEET IN WIDTH FROM THE PRESENT COUNTY ROAD TO THE ABOVE DESCRIBED PROPERTY, SAID RIGHT OF WAY BEING THE SOUTHERLY 30 FEET OF A PORTION OF THE NW1/4 OF SECTION 10, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 9

THE NORTH 1/2 OF THE NE1/4 OF THE NW1/4 OF SECTION 9, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 10

ALL THAT PORTION OF THE S1/2 SE1/4 LYING NORTH OF THE BURLINGTON NORTHERN RAILROAD, AND THAT PORTION OF THE SW1/4 NE1/4 LYING SOUTHERLY OF THE KLAMATH IRRIGATION DISTRICT CANAL, AND ALSO THE N1/2 SE1/4, EXCEPTING THEREFROM THAT PORTION DEEDED TO THE UNITED STATES RECORDED OCTOBER 13, 1908 IN VOLUME 25, PAGE 135, DEED RECORDS OF KLAMATH COUNTY, OREGON, ALL IN SECTION 1 IN TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 11

PARCEL 3 OF LAND PARTITION 16-14 SITUATED IN THE N 1/2 SW 1/4 OF SECTION 1, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, RECORDED SEPTEMBER 18, 2014 IN BOOK 2014, PAGE 009711, RECORDS OF KLAMATH COUNTY, OREGON.

Exhibit "A"

PARCEL 12

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND EXTENDING THENCE EAST ALONG THE SOUTH SECTION LINE OF SAID SECTION 31 A DISTANCE OF 1320 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF A CERTAIN PRIVATE DRAIN DITCH, WHICH POINT IS THE TRUE POINT OF BEGINNING; EXTENDING THENCE NORTH ALONG THE LINE OF SAID DRAIN DITCH TO ITS INTERSECTION WITH THE CENTER LINE OF THE U.S. BUREAU OF RECLAMATION "D" CANAL,

FORMERLY THE "ADAMS CANAL"; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID "D" CANAL TO THE NORTH LINE OF THE SW1/4 SE1/4 OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF SAID SW1/4 SE1/4 TO THE EAST LINE OF SAID SW1/4 SE1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID SW1/4

SE1/4 TO THE SOUTH SECTION LINE OF SAID SECTION 31; THENCE WEST ALONG SAID SOUTH SECTION LINE OF SAID SECTION 31 A DISTANCE OF 2640 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF ANDERSON ROAD AND BUREAU OF RECLAMATION CANALS, DRAINS OR DITCHES.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31 AND RUNNING ALONG THE SOUTHERLY SECTION LINE, EAST 2239.94 FEET; THENCE NORTH 30.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ANDERSON ROAD AND THE POINT OF BEGINNING; THENCE NORTH 304.67 FEET; THENCE EAST 460.00 FEET; THENCE SOUTH 304.67 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ANDERSON ROAD; THENCE ALONG SAID RIGHT OF WAY LINE, WEST 460.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SE1/4 SE1/4 OF SECTION 31, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, LYING WESTERLY OF THE USBR "D" CANAL RIGHT OF WAY, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARY OF COUNTY ROAD 984 (ANDERSON ROAD), PARCEL 13

Exhibit "A"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, AND EXTENDING THENCE NORTH ALONG THE WEST SECTION LINE OF SAID SECTION 31 TO THE EAST-WEST CENTER LINE OF SAID SECTION 31; THENCE EAST ALONG SAID CENTER LINE TO THE SOUTHEAST CORNER OF THE W1/2 SW1/4 NW1/4 OF SAID SECTION 31; THENCE NORTH ALONG THE EAST LINE OF SAID W1/2 SW1/4 NW1/4 TO THE CENTER LINE OF THE U.S. BUREAU OF RECLAMATION "D" CANAL, FORMERLY THE "ADAMS" CANAL; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID "D" CANAL TO THE CENTER LINE OF A CERTAIN PRIVATE DRAIN DITCH LOCATED 1320 FEET, MORE OR LESS, EAST OF THE WEST LINE OF SAID SECTION 31; THENCE SOUTH ALONG THE CENTER LINE OF SAID DRAIN DITCH TO THE SOUTH SECTION LINE OF SAID SECTION 31; THENCE WEST ALONG SAID SOUTH SECTION LINE 1320 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 14

THE NW1/4 OF SECTION 36, TOWNSHIP 40 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, EXCEPT THE FOLLOWING:

- A. THAT PORTION OF THE S1/2 NW1/4 OF SECTION 36, LYING AND BEING SOUTHERLY AND WESTERLY OF THE KLAMATH IRRIGATION DISTRICT DRAIN RIGHT OF WAY WHICH CROSSES SAID S1/2 NW1/4.
- B. THAT PORTION OF THE NW1/4 NW1/4 LYING AND BEING NORTH OF THE UNITED STATES "D" CANAL RIGHT OF WAY.

BEGINNING AT THE INTERSECTION OF THE SECTION LINE BETWEEN SECTIONS 35 AND 36 IN SAID TOWNSHIP AND RANGE AND THE RIGHT OF WAY LINE OF THE SOUTH SIDE OF SAID CANAL; THENCE SOUTH ALONG SAID SECTION LINE 305.5 FEET; THENCE EAST 714 FEET; THENCE NORTH PARALLEL TO SAID SECTION LINE TO THE SAID SOUTH RIGHT OF WAY LINE OF SAID CANAL; AND THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE OF SAID CANAL TO THE POINT OF BEGINNING.

D. ANY PORTION LYING WITHIN THE BOUNDARIES OF TAYLOR ROAD, ANDERSON ROAD AND BUREAU OF RECLAMATION CANALS, DRAINS OR DITCHES.

PARCEL 15

E1/2 SW1/4 OF SECTION 36, TOWNSHIP 40 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. SAVING AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW1/4, SAID POINT OF BEGINNING BEING ON THE NORTH RIGHT OF WAY LINE OF EXISTING COUNTY ROAD; THENCE NORtherly ALONG THE WESTERLY RIGHT OF WAY LINE OF THE EXISTING CANAL A DISTANCE OF 600 FEET; THENCE WESTERLY A DISTANCE OF 200 FEET; THENCE SOUTH AND PARALLEL TO THE WESTERLY RIGHT OF WAY LINE OF SAID CANAL A DISTANCE OF 600 FEET TO THE NORtherly RIGHT OF WAY LINE OF THE COUNTY ROAD; THENCE EAST ALONG SAID NORtherly RIGHT OF WAY LINE A DISTANCE OF 200 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALSO SAVING AND EXCEPTING ANY PORTION CONVEYED TO THE UNITED STATES OF AMERICA FOR DITCHES, CANALS, DRAINS OR LATERALS.

Exhibit "A"

PARCEL 16

THE SW1/4 AND THE WEST 1/2 OF THE SE1/4 OF SECTION 9, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, Klamath County, Oregon. EXCEPT THE SW1/4 SW1/4 SW1/4, ALSO EXCEPTING THEREFROM, ANY PORTION LYING WITHIN THE LIMITS OF THE COUNTY ROAD.

PARCEL 17

ALL OF THE SE 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, EXCEPTING THEREFROM APPROXIMATELY ONE ACRE IN THE SOUTHWEST CORNER; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE 1/4 OF NE 1/4 OF SAID SECTION 8; THENCE NORTH ON FORTY LINE 135 FEET TO A POINT; THENCE EAST 100 FEET TO A POINT; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID FORTY WHICH POINT IS 396 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ON FORTY LINE 396 FEET TO THE POINT OF BEGINNING.

PARCEL 18

NE 1/4 NE 1/4 OF SECTION 8; NW 1/4 NW 1/4 OF SECTION 9 ALL BEING IN TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN.

PARCEL 19

ALL OF THE SW 1/4 OF THE NW 1/4 OF SECTION 9, TOWNSHIP 41 SOUTH, OF RANGE 10 EAST OF THE WILLAMETTE MERIDIAN.