



Oregon Water Resources Department  
 725 Summer Street NE, Suite A  
 Salem Oregon 97301-1266  
 (503) 986-0900  
 www.wrd.state.or.us

# Application for a Permit to Use Surface Water

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply to your application, insert "n/a." Please read and refer to the instructions when completing your application. A summary of review criteria and procedures that are generally applicable to these applications is available at [www.wrd.state.or.us/OWRD/PUBS/forms.shtml](http://www.wrd.state.or.us/OWRD/PUBS/forms.shtml).

## 1. APPLICANT INFORMATION

### A. Individuals

Applicant: Cala Farms  
First Last

Mailing address: 31144 Wirth Rd  
Tangent OR 97389  
City State Zip

Phone: \_\_\_\_\_  
Home Work Other

\*Fax: \_\_\_\_\_ \*E-Mail address: \_\_\_\_\_

### B. Organizations

*(Corporations, associations, firms, partnerships, joint stock companies, cooperatives, public and municipal corporations)*

Name of organization: Cala Farms

Name and title of person applying: Patli Rabb, agent

Mailing address of organization: 31144 Wirth Rd  
Tangent OR 97389  
City State Zip

Phone: (541) 408-5223 (541) 431-4068  
Day Evening

\*Fax: \_\_\_\_\_ \*E-Mail address: patli.rabb@yahoo.com

\* Optional information

For Department Use		
App. No. <u>S-86982</u>	Permit No. _____	Date _____

## 2. SOURCE AND PROPERTY OWNERSHIP

### A. The Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so:

Source 1: Calapouia River Tributary to: \_\_\_\_\_

Source 2: Spoon Creek Tributary to: \_\_\_\_\_

Source 3: \_\_\_\_\_ Tributary to: \_\_\_\_\_

Source 4: \_\_\_\_\_ Tributary to: \_\_\_\_\_

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name). \_\_\_\_\_

### B. Applications to Use Stored Water

*Complete this section if any source listed in item 2A above is stored water.*

Do you, or will you, own the reservoir(s) described in item 2A above?

- Yes.
- No. (Please enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which you should have already mailed or delivered to the operator.)

If *all* sources listed in item 2A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

- By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:
- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
  - A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

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Surface Water/2

5-86982

**C. Property Ownership**

Do you own all the land where you propose to divert, transport, and use water?

Yes (Skip to section 3 "Water Use.")

No (Please check the appropriate box below.)

I have a recorded easement or written authorization permitting access.

I do not currently have written authorization or easement permitting access.

Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigated and/or domestic use only (ORS 274.040).

You must provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.

List the names and mailing addresses of all affected landowners.

See attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. WATER USE**

*Please read the instruction booklet for more details on "type of use" definitions, how to express how much water you need and how to identify the water source you propose to use. You must fill out a supplemental form for some uses as they require specific information for that type of use.*

**A. Type(s) of Use(s)**

*See list of beneficial uses provided in the instructions.*

- If your proposed use is **domestic**, indicate the number of households to be supplied with water: \_\_\_\_\_
- If your proposed use is **irrigation**, please attach **Form I**
- If your proposed use is **mining**, attach **Form R**
- If your proposed use is **municipal or quasi-municipal**, attach **Form M**
- If your proposed use is **commercial/industrial**, attach **Form Q**

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**B. Amount of Water**

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):

(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

Source	Type of use	Amount
Calapooia	Irrigation	2573 <input type="checkbox"/> cfs <input checked="" type="checkbox"/> gpm <input type="checkbox"/> af
Spoon Creek	Irrigation	498 <input type="checkbox"/> cfs <input checked="" type="checkbox"/> gpm <input type="checkbox"/> af
		<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
		<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

**C. Period of Use**

Indicate the time of year you propose to use the water: April - July  
 (For seasonal uses like irrigation give dates when water use would begin and end, e.g. March 1-October 31.)

**D. Acreage**

If you will be applying water to land, indicate the total number of acres where water will be applied or used: 3297.23 acres  
 (This number should be consistent with your application map.)

**4. WATER MANAGEMENT**

**A. Diversion**

What method will you use to divert water from the source?

- division 1 40hp
- 2 30hp
- 3 50hp
- 4 10hp
- 5 10hp
- 6 20hp
- 7 25hp
- 8 15hp

- Pump (give horsepower and pump type): \_\_\_\_\_
- Head-gate (give dimensions): \_\_\_\_\_
- Other means (describe): \_\_\_\_\_

**B. Monitoring**

How will you monitor your diversion to be sure you are within the limits of your water right (allowed rate and duty) and you are not wasting water?

- Weir
- Meter
- Periodic Sampling
- Other means (describe): \_\_\_\_\_

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**C. Transport**

How will you transport water to your place of use?

Ditch or canal (give average width and depth):

Width \_\_\_\_\_ Depth \_\_\_\_\_

Is the ditch or canal to be lined?  Yes  No

Pipe (give diameter and total length):

Diameter \_\_\_\_\_ Length TBD

diversion 1-8"  
2-8"  
3-10"  
4-4"

5-4"  
6-5"  
7-6"  
8-4"

Other (describe) \_\_\_\_\_

**D. Application/Distribution Method**

What equipment will you use to apply water to your place of use? \_\_\_\_\_

Irrigation or land application method (check all that apply):

- Flood
- High-pressure sprinkler
- Low pressure sprinkler
- Drip
- Water cannons
- Center pivot system
- Hand lines
- Wheel lines
- Siphon tubes or gated pipe with furrows
- Other, describe \_\_\_\_\_

Distribution method

- Direct pipe from source
- In-line storage (tank or pond)
- Open canal

**E. Conservation**

What methods will you use to conserve water? Why did you choose this distribution or application method? Have you considered other methods to transport, apply, distribute or use water? For example, if you are using sprinkler irrigation rather than drip irrigation, explain. If you need additional space, attach a separate sheet.

monitoring w/ meter, watering during cooler part of day, timer

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5. RESOURCE PROTECTION

**A. Protection Practices**

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources.

Diversion will be screened to prevent uptake of fish and other aquatic life. Describe planned actions: Correct screening will be put  
in place.

Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas. Describe planned actions: equipment for  
cleaning & excavation will be used  
minimally

Operating equipment in a water body will be managed and timed to prevent damage to aquatic life. Describe: Operation of equipment in  
water will be kept to a minimum

Water quality will be protected by preventing erosion and run-off of waste or chemical products. Describe: erosion preventive practices will be  
in place and chemicals will be used to  
a minimum.

Other: \_\_\_\_\_

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**6. PROJECT SCHEDULE**

*Indicate the anticipated dates that the following construction tasks should begin. If construction has already begun, or is completed, please indicate that date.*

Proposed date construction will begin: April 2008  
Proposed date construction will be completed: April 2013  
Proposed date beneficial water use will begin: April 2008

**7. REMARKS**

*If you would like to clarify any information you have provided in the application, please do so here and reference the specific application question you are addressing.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. MAP REQUIREMENTS**

The Department cannot process your application without accurate information showing the source of water and location of water use. You must include a map with this application form that clearly indicates the township, range, section, and quarter/quarter section of the proposed points of diversion and place of use. The map must provide tax lot numbers. See the map guidelines sheet for detailed map specifications.

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Oregon Water Resources Department

FORM I

FOR IRRIGATION WATER USE

1. Please indicate whether you are requesting a primary or supplemental irrigation water right.

Primary  Supplemental

If supplemental, please indicate the number of acres that will be irrigated for each type of use.

Primary: 3297.23 Acres

Secondary: \_\_\_\_\_ Acres

List the permit or certificate number of the primary water right: No. \_\_\_\_\_

2. Please list the anticipated crops you will grow and whether you will be irrigating them for a full or partial season:

- 1. grass seed  Full season  Partial season (from: April to July)
- 2. \_\_\_\_\_  Full season  Partial season (from: \_\_\_\_\_ to \_\_\_\_\_)
- 3. \_\_\_\_\_  Full season  Partial season (from: \_\_\_\_\_ to \_\_\_\_\_)
- 4. \_\_\_\_\_  Full season  Partial season (from: \_\_\_\_\_ to \_\_\_\_\_)

3. Indicate the maximum total number of acre-feet you expect to use in an irrigation season:

\_\_\_\_\_ acre-feet  
(1 acre-foot equals 12 inches of water spread over 1 acre, or 43,560 cubic feet, or 325,851 gallons.)

4. How will you schedule your applications of water? Will you be applying water in the evenings, twice a week, daily?

- Daily during daytime hours  Daily during nighttime hours
- Two or three times weekly during daytime  Two or three times weekly during nighttime
- Weekly, during daytime hours  Weekly, during nighttime hours
- Other, explain: \_\_\_\_\_

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Last revision: October 31, 1996

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Map	Tax Lot	Record #	Stage
12 3w 7	100 <i>Linda</i>	No records found.	
12 3w 15	100 <i>Murray</i>		
	101 <i>"</i>		
12 3w 18	501		
12 3w 16	100		
	103		
	104 <i>Murray</i>		
12 3w 20	201		
	301		
12 3w 21	300		
	301		
12 3w 28	400 <i>Cooper</i>	G-11738	Permit
		G-16150	Application
12 3w 29	700 <i>Farnell</i>	No records found.	
	400		
	500 <i>Home</i>	43279	Certificate
12 3w 31	502 <i>Dave's House</i>	GR-563	GR Claim
	401 <i>Hawkins</i>	16693	Certificate 30
12 3w 32	602	No records found.	
	101 <i>Wise</i>	32457	Certificate
12 4w 11	200 <i>Lisa</i>	No records found.	
12 4w 12	300		
12 4w 13	1200		
12 4w 14	200		
12 4w 14	100		
12 4w 36	600 <i>Highway</i>		
13 3w 6	500		
13 3w 7	202 <i>D-L</i>		
	203 <i>"</i>		
	400 <i>"</i>		
	500		
13 3w 17	600 <i>D-L</i>		
	400		
	500		
	501 <i>Conthorn</i>	46898	Certificate
13 3w 18	502		
	701	57060	Certificate 139
	702 <i>OSB</i>		
	800		
	900	No records found.	
	1000		

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 SALEM, OREGON



# Oregon

Theodore R. Kulongoski, Governor

## Water Resources Department

North Mall Office Building  
725 Summer Street NE, Suite A  
Salem, OR 97301-1266  
503-986-0900  
FAX 503-986-0904

October 16, 2006

Patti Robb  
PO Box 41  
Shedd OR 97377

Ms. Robb,

In response to your request, I have researched water right records for the properties for which you sent tax information. My search found the records indicated in the table on the back of this page.

The following definitions apply to the contents in the "Stage" column of the table:

**Application:** An application for a water use permit which is awaiting a final decision by the Department. This belongs to the applicant.

**Permit:** An authorization to use water. Water must be used under a permit and the permittee must make proof of that use before a final water right certificate is issued. This belongs to the permittee.

**Certificate:** A final water right certificate issued to the landowner after they make use under a permit. This belongs to the landowner; ownership of the water right is transferred with the property.

**GR Claim:** This is a ground water registration claim for a use of ground water that began prior to 1955. At some point, a court will decide whether a water right exists; in the meantime, the landowner may legally use water, and the Department will not regulate for or against the use.

You may gather further information about each of these rights including document images in some cases, at <http://www.wrd.state.or.us/OWRD/WR/wris.shtml>. Your receipt for fees paid is enclosed. If you have any questions, please feel free to call me at 503-986-0813.

Sincerely,

Mr. Cory C. Engel  
Water Right Application Caseworker

Anita  
(503) 986-0815

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Oregon Water Resources Department
Land Use Information Form

THIS FORM IS NOT REQUIRED IF: 1) water is to be diverted, conveyed, and/or used only on federal lands; or 2) the application is for a water-right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and all of the following apply: a) only the place of use is proposed for change, b) there are no structural changes, c) the use of water is for irrigation, and d) the use is located in an irrigation district or exclusive farm-use zone.

Applicant Name: Carla Farms
Mailing Address: 31144 Wirth Rd
City: Tangent State: OR Zip: 97138 Day Phone: (541) 908-5222

This application is related to a Measure 37 claim. Yes No

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), or used. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Table with 7 columns: Township, Range, Section, 1/4 1/4, Tax Lot #, Plan Designation (e.g. Rural Residential/RR-5), Water to be: (Diverted, Conveyed, Used), Proposed Land Use.

See attached

List all counties and cities where water is proposed to be diverted, conveyed, or used. Linn

B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:

- Permit to Use or Store Water
Water-Right Transfer
Exchange of Water
Allocation of Conserved Water
Limited Water Use License
Permit Amendment or Ground Water Registration Modification

Source of water: Reservoir/Pond Ground Water Surface Water (name) Calapooia River & Spoon Creek

Estimated quantity of water needed: 263,778 cubic feet per second gallons per minute acre-feet

Intended use of water: Irrigation Commercial Industrial Domestic for household(s)
Municipal Quasi-municipal Instream Other

Briefly describe: Seasonal Irrigation (March - July) of 3,297.23 acres (EPU). 135-307-203 & 202 (131.57 acres) for ground water (well). All else listed (3,115.46 acres) for surface water (Calapooia River & Spoon Creek)

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt below and include it with the application filed with the Water Resources Department.

Receipt for Request for Land Use Information

State of Oregon
Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1266

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SALEM, OREGON

8-86982

## For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form.

This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

**Please check the appropriate box below and provide the requested information**

Land uses to be served by proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): 928-310

Land uses to be served by proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.)  
**If approvals have been obtained but all appeal periods have not ended, check "Being pursued".**

Type of Land-Use Approval Needed (e.g. plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued

Local governments are invited to express special land-use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

Agricultural uses allowed outright.

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Name: Robert T. Wheeler Title: SENIOR PLANNER  
 Signature: ROBERT WHEELER Phone: 501-967-3816 Date: 8/10/07  
 Government Entity: Linn County PLANNING & BUILDING DEPT

**Note to local government representative:** Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

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**Receipt for Request for Land Use Information**

Applicant name: \_\_\_\_\_

City or County: \_\_\_\_\_ Staff contact: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

CALA FARMS - LAND USE INFORMATION FORM

DIVERSION 1 (1-7)	Township	Range	Section	¼ ¼	Tax Lot#	Designation	Water to be:	Proposed Land Use: * = additional acreage	Current Rights (# of acres)
12S	4W	12	SWNW	1102	EFU	Used	Irrigate 2.50 acres	0	
12S	4W	12	SENW	1102	EFU	Used	Irrigate 13.76 acres	0	
12S	4W	12		1102		<b>TOTAL 16.26 acres</b>	<b>16.26 acres</b>	<b>0 acres</b>	
12S	4W	12	SWNW	1100	EFU	Used	Irrigate 18 acres	0	
12S	4W	12	NWSW	1100	EFU	Used	Irrigate 22.9 acres	0	
12S	4W	12	NESW	1100	EFU	Used	Irrigate 40 acres	0	
12S	4W	12	SWSW	1100	EFU	Used	Irrigate 8 acres	0	
12S	4W	12	SESW	1100	EFU	Used	Irrigate 8 acres	0	
12S	4W	12	SESW	1100	EFU	Used	Irrigate 8 acres	0	
12S	4W	12	SESW	1100	EFU	Used	Irrigate 3 acres	0	
12S	4W	12		1100		<b>TOTAL 99.90 acres</b>	<b>99.90 acres</b>	<b>0 acres</b>	
12S	4W	12	NWSE	1400	EFU	Used	Irrigate 40 acres	0	
12S	4W	12	NESE	1400	EFU	Used	Irrigate 35 acres	0	
12S	4W	12	SWSE	1400	EFU	Used	Irrigate 10 acres	0	
12S	4W	12	SESE	1400	EFU	Used	Irrigate 9.74 acres	0	
12S	4W	12		1400		<b>TOTAL 94.74 acres</b>	<b>94.74 acres</b>	<b>0 acres</b>	
12S	4W	11	NWSE	300	EFU	Used	Irrigate 2 acres	0	

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11F371-215

11F181-490

11F323-155

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12S	4W	11	NESE	300	EFU	Used	Irrigate 4.9 acres	0
12S	4W	11	SWSE	300	EFU	Used	Irrigate 32 acres	0
12S	4W	11	SESE	300	EFU	Used	Irrigate 40 acres	0
12S	4W	11	SESW	300	EFU	Used	Irrigate 3 acres	0
12S	4W	11		300		<b>TOTAL 81.90 acres</b>	<b>81.90 acres</b>	<b>0 acres</b>
12S	4W	12	SWSW	1200	EFU	Used	Irrigate 32 acres	0
12S	4W	12	SESW	1200	EFU	Used	Irrigate 32 acres	0
12S	4W	12	SWSE	1200	EFU	Used	Irrigate 10 acres	0
12S	4W	12	NWNW	1200	EFU	Used	Irrigate 20 acres	0
12S	4W	12	NENW	1200	EFU	Used	Irrigate 20 acres	0
12S	4W	12	NWNE	1200	EFU	Used	Irrigate 4.37 acres	0
12S	4W	12		1200		<b>TOTAL 118.37 acres</b>	<b>118.37 acres</b>	<b>0 acres</b>
12S	4W	12	SWSE	1300	EFU	Used	Irrigate 20 acres	0
12S	4W	12	SESE	1300	EFU	Used	Irrigate 32 acres	0
12S	4W	12	NWNE	1300	EFU	Used	Irrigate 10.01 acres	0
12S	4W	12	NENE	1300	EFU	Used	Irrigate 21 acres	0
12S	4W	12		1300		<b>TOTAL 83.01 acres</b>	<b>83.01 acres</b>	<b>0 acres</b>
12S	4W	13	NWNW	200	EFU	Used	Irrigate 20 acres	0
12S	4W	13	NENW	200	EFU	Used	Irrigate 20 acres	0
12S	4W	13	SWNW	200	EFU	Used	Irrigate 27.12 acres	0
12S	4W	13	SENW	200	EFU	Used	Irrigate 27.12 acres	0

S-86982

MFCO-621

MFCO-183

MFCO-623

201-231

MFCO-183

Township	Range	Section	¼ ¼	Tax Lot#	Designation	Water to be:	Proposed Land Use: * = additional acreage	Current Rights (# of acres)
12S	4W	13		200		<b>TOTAL 94.24 acres</b>	94.24 acres	0 acres
12S	4W	14	NENW	100	EFU	Used	Irrigate 15 acres	0
12S	4W	14	NWNE	100	EFU	Used	Irrigate 40 acres	0
12S	4W	14	NENE	100	EFU	Used	Irrigate 40 acres	0
12S	4W	14	SENE	100	EFU	Used	Irrigate 10 acres	0
12S	4W	14	SWNE	100	EFU	Used	Irrigate 36 acres	0
12S	4W	14	SENE	100	EFU	Used	Irrigate 18.72 acres	0
12S	4W	14	NESW	100	EFU	Used	Irrigate .5 acres	0
12S	4W	14	NWSE	100	EFU	Used	Irrigate 1.5 acres	0
12S	4W	14		100		<b>TOTAL 161.72 acres</b>	161.72 acres	0 acres
						<b>TOTAL 750.14 acres</b>	750.14 acres	0 acres
<b>DIVERSION 1</b>								
<b>DIVERSION 2 (8-37)</b>								
12S	3W	18	SENE	400	EFU	Used	Irrigate 3.89 acres	0
12S	3W	18	SWNW	400	EFU	Used	Irrigate 7 acres	0
12S	3W	18	SENE	400	EFU	Used	Irrigate 3 acres	0
12S	3W	18	SENE	400	EFU	Used	Irrigate 11 acres	0
12S	3W	18	NWSE	400	EFU	Used	Irrigate 26 acres	0
12S	3W	18	NESW	400	EFU	Used	Irrigate 5 acres	0
12S	3W	18		400		<b>TOTAL 55.89 acres</b>	55.89 acres	0 acres

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291-231 ✓  
MF551-483  
MF353-433

291-231 ✓  
MF551-483  
MF353-433

MF60-621



12S	3W	18	NESE	500	EFU	Used	Irrigate 2 acres	0
12S	3W	18	NWSW	500	EFU	Used	Irrigate 5.98 acres	0
12S	3W	18	SESE	500	EFU	Used	Irrigate 8 acres	0
12S	3W	18	SWSW	500	EFU	Used	Irrigate 38.65 acres	0
12S	3W	18	NESW	500	EFU	Used	Irrigate 1 acre	0
12S	3W	18	SESW	500	EFU	Used	Irrigate 5 acres	0
12S	3W	18		500		<b>TOTAL 60.63 acres</b>	<b>60.63 acres</b>	<b>0 acres</b>
12S	4W	24	SWSE	100	EFU	Used	Irrigate 3 acres	0
12S	4W	24	SESE	100	EFU	Used	Irrigate 12 acres	0
12S	4W	24	NWNE	100	EFU	Used	Irrigate 11 acres	0
12S	4W	24	NENE	100	EFU	Used	Irrigate 38 acres	0
12S	4W	24	NWNW	100	EFU	Used	Irrigate 3.5 acres	0
12S	4W	24	SWNE	100	EFU	Used	Irrigate 3.62 acres	0
12S	4W	24	SENE	100	EFU	Used	Irrigate 26 acres	0
12S	4W	24	SWSW	100	EFU	Used	Irrigate .5 acres	0
12S	4W	24		100		<b>TOTAL 97.62 acres</b>	<b>97.62 acres</b>	<b>0 acres</b>
12S	3W	19	NWNW	100	EFU	Used	Irrigate 14 acres	0
12S	3W	19	NENW	100	EFU	Used	Irrigate 21 acres	0
12S	3W	19	NWNE	100	EFU	Used	Irrigate 39 acres	0
12S	3W	19	NENE	100	EFU	Used	Irrigate 40 acres	0
12S	3W	19	SWNE	100	EFU	Used	Irrigate 26 acres	0

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SALEM, OREGON

5-86983

11F60-621

11F60-621

12S	3W	19	SENE	100	EFU	Used	Irrigate 40 acres	0
12S	3W	19	NWSE	100	EFU	Used	Irrigate 18.39 acres	0
12S	3W	19	NESE	100	EFU	Used	Irrigate 40 acres	0
12S	3W	19	NWNW	100	EFU	Used	Irrigate 2 acres	0
12S	3W	19	SWNW	100	EFU	Used	Irrigate 9 acres	0
12S	3W	19	NWSW	100	EFU	Used	Irrigate 5 acres	0
12S	3W	19		100		<b>TOTAL 254.39 acres</b>	<b>254.39 acres</b>	<b>0 acres</b>
12S	3W	20	NWNW	201	EFU	Used	Irrigate 7.06 acres	0
12S	3W	20	NENW	201	EFU	Used	Irrigate 14 acres	0
12S	3W	20	SWNW	201	EFU	Used	Irrigate 24 acres	0
12S	3W	20	SENW	201	EFU	Used	Irrigate 40 acres	0
12S	3W	20	NWSW	201	EFU	Used	Irrigate 24 acres	0
12S	3W	20	NESW	201	EFU	Used	Irrigate 40 acres	0
12S	3W	20	SWSW	201	EFU	Used	Irrigate 7 acres	0
12S	3W	20	SESW	201	EFU	Used	Irrigate 13 acres	0
12S	3W	20		201		<b>TOTAL 169.06 acres</b>	<b>169.06 acres</b>	<b>0 acres</b>
<b>DIVERSION 2</b>						<b>TOTAL 637.59 acres</b>	<b>637.59 acres</b>	<b>0 acres</b>
<b>DIVERSION 3</b> (24-37)								
Township	Range	Section	¼ ¼	Tax Lot#	Designation	Water to be:	Proposed Land Use: * = additional acreage	Current Rights (# of acres)
12S	3W	20	NWSE	400	EFU	Used	Irrigate 40 acres	0

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12S	3W	20	NESE	400	EFU	Used	Irrigate 40 acres	0
12S	3W	20	SWSE	400	EFU	Used	Irrigate 40 acres	0
12S	3W	20	SESE	400	EFU	Used	Irrigate 40 acres	0
<b>12S</b>	<b>3W</b>	<b>20</b>		<b>400</b>		<b>TOTAL 156.36 acres</b>	<b>156.36 acres</b>	<b>0 acres</b>
12S	3W	21	NW/SW	301	EFU	Used	Irrigate 40 acres	0
12S	3W	21	SW/SW	301	EFU	Used	Irrigate 40 acres	0
12S	3W	21	NESW	301	EFU	Used	Irrigate 15.03 acres	0
12S	3W	21	SESW	301	EFU	Used	Irrigate 15 acres	0
<b>12S</b>	<b>3W</b>	<b>21</b>		<b>301</b>		<b>TOTAL 110.03 acres</b>	<b>110.03 acres</b>	<b>0 acres</b>
12S	3W	21	NESW	300	EFU	Used	Irrigate 14.48 acres	0
12S	3W	21	NWSE	300	EFU	Used	Irrigate 40 acres	0
12S	3W	21	NESE	300	EFU	Used	Irrigate 40 acres	0
12S	3W	21	SESW	300	EFU	Used	Irrigate 14.48 acres	0
12S	3W	21	SWSE	300	EFU	Used	Irrigate 40 acres	0
12S	3W	21	SESE	300	EFU	Used	Irrigate 40 acres	0
<b>12S</b>	<b>3W</b>	<b>21</b>		<b>300</b>		<b>TOTAL 188.96 acres</b>	<b>188.96 acres</b>	<b>0 acres</b>
12S	3W	28	NWNE	700	EFU	Used	Irrigate 10.23 acres	0
12S	3W	28	NENE	700	EFU	Used	Irrigate 20 acres	0
12S	3W	28	SWNE	700	EFU	Used	Irrigate 27 acres	0
12S	3W	28	SENE	700	EFU	Used	Irrigate 40 acres	0
12S	3W	28	NWSE	700	EFU	Used	Irrigate 19 acres	0

MF443-410 ✓

MF758-404 ✓

MF858-257 ✓

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WATER RESOURCES DEPT  
SALEM, OREGON

5-86982

Township	Range	Section	1/4 1/4	Tax Lot#	Designation	Water to be:	Proposed Land Use: * = additional acreage	Current Rights (# of acres)
12S	3W	28	NESE	700	EFU	Used	Irrigate 10.23 acres	0
12S	3W	28		700		TOTAL 126.46 acres	126.46 acres	0 acres
DIVERSION 4 (41-48)								
DIVERSION 3						TOTAL 581.81 acres	581.81 acres	0 acres
12S	3W	20	NWNW	301	EFU	Used	Irrigate 2.23 acres	0
12S	3W	20	NENW	301	EFU	Used	Irrigate 3.5 acres	0
12S	3W	20		301		TOTAL 5.73 acres	5.73 acres	0 acres
12S	3W	29	NWNW	400	EFU	Used	Irrigate 13.29 acres	0
12S	3W	29	NENW	400	EFU	Used	Irrigate 20 acres	0
12S	3W	29		400		TOTAL 33.29 acres	33.29 acres	0 acres
12S	3W	29	SWNE	500	EFU	Used	Irrigate .64 acres	0
12S	3W	29	SENE	500	EFU	Used	Irrigate 7 acres	0
12S	3W	29	NWSE	500	EFU	Used	Irrigate 6 acres	0
12S	3W	29	NESE	500	EFU	Used	Irrigate 7 acres	0
12S	3W	29	SWSE	500	EFU	Used	Irrigate 8 acres	0
12S	3W	29	SESE	500	EFU	Used	Irrigate 9 acres	0
12S	3W	29		500		TOTAL 37.64 acres	37.64 acres	0 acres
12S	3W	29	NESW	502	EFU	Used	*NONE	28.61 acres
12S	3W	29	SESW	502	EFU	Used	*Irrigate 20.1 acres	19.90 acres

MF 588-364 ✓

MF 1145-330 ✓  
MF 1335-344 ✓

MF 1145-330 ✓  
MF 1235-344 ✓

MF 1304-144 ✓

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MF 1447-144

On 3000-34838

MF 1447-310

Township	Range	Section	¼ ¼	Tax Lot#	Designation	Water to be:	Proposed Land Use: * = additional acreage	Current Rights (# of acres)
12S	3W	29	NENW	502	EFU	Used	*Irrigate 8 acres	7 acres
12S	3W	29		502		<b>TOTAL 83.61 acres</b>	<b>28.10 acres</b>	<b>55.51 acres</b>
					<b>DIVERSION 4</b>	<b>TOTAL 160.27 acres</b>	<b>104.76 acres</b>	<b>55.51 acres</b>
<b>DIVERSION 5</b> (49-50)								
12S	3W	31	SWNW	400	EFU	Used	Irrigate 5 acres	0
12S	3W	31	SENW	400	EFU	Used	Irrigate 8.88 acres	0
12S	3W	31		400		<b>TOTAL 13.88 acres</b>	<b>13.88 acres</b>	<b>0 acres</b>
12S	3W	31	NWNE	401	EFU	Used	Irrigate 3 acres	0
12S	3W	31	NENE	401	EFU	Used	Irrigate 11 acres	0
12S	3W	31	SWNE	401	EFU	Used	Irrigate 9 acres	0
12S	3W	31	SENE	401	EFU	Used	Irrigate 31 acres	0
12S	3W	31	NWNW	401	EFU	Used	*NONE	
12S	3W	31	NENW	401	EFU	Used	*Irrigate 15.04 acres	
12S	3W	31	SWNW	401	EFU	Used	*NONE	
12S	3W	31	SENW	401	EFU	Used	*Irrigate 4.9 acres	
12S	3W	31		401		<b>TOTAL 103.94 acres</b>	<b>73.94 acres</b>	<b>30 acres</b>
					<b>DIVERSION 5</b>	<b>TOTAL 117.82 acres</b>	<b>87.82 acres</b>	<b>30 acres</b>

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DIVERSION 6 (52-58)										
Township	Range	Section	¼ ¼	Tax Lot#	Designation	Water to be:	Proposed Land Use: * = additional acreage	Current Rights (# of acres)		
12S	4W	36	SWSE	600	EFU	Used	Irrigate 30.68 acres	0		
12S	4W	36	NWNE	600	EFU	Used	Irrigate 18 acres	0		
12S	4W	36	SESE	600	EFU	Used	Irrigate 38 acres	0		
12S	4W	36	NENE	600	EFU	Used	Irrigate 30 acres	0		
12S	4W	36		600		<b>TOTAL 116.68 acres</b>	<b>116.68 acres</b>	<b>0 acres</b>		
13S	3W	6	NWNW	500	EFU	Used	Irrigate 15.58 acres	0		
13S	3W	6		500		<b>TOTAL 15.58 acres</b>	<b>15.58 acres</b>	<b>0 acres</b>		
12S	3W	31	SESW	601	EFU	Used	Irrigate 16.27 acres	0		
12S	3W	31	SWSE	601	EFU	Used	Irrigate 16 acres	0		
13S	3W	6	SESW	200	EFU	Used	Irrigate 8 acres	0		
13S	3W	6	SWSE	200	EFU	Used	Irrigate 4 acres	0		
13S	3W	6	NENW	200	EFU	Used	Irrigate 15 acres	0		
13S	3W	6	NWNE	200	EFU	Used	Irrigate 11.18 acres	0		
13S	3W	6		200		<b>TOTAL 38.18 acres</b>	<b>38.18 acres</b>	<b>0 acres</b>		
12S	3W	31	SWSE	602	EFU	Used	Irrigate 10.07 acres	0		
12S	3W	31	NWNE	602	EFU	Used	Irrigate 20 acres	0		
12S	3W	31	SWNE	602	EFU	Used	Irrigate 10 acres	0		
12S	3W	31		602		<b>TOTAL 40.07 acres</b>	<b>40.07 acres</b>	<b>0 acres</b>		

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12S	3W	31	NWSE	600	EFU	Used	Irrigate 8 acres	0
12S	3W	31	NESE	600	EFU	Used	Irrigate 25 acres	0
12S	3W	31	SWSE	600	EFU	Used	Irrigate 7 acres	0
12S	3W	31	SESE	600	EFU	Used	Irrigate 40 acres	0
12S	3W	31	NWNE	600	EFU	Used	Irrigate 1 acre	0
12S	3W	31	NENE	600	EFU	Used	Irrigate 8 acres	0
12S	3W	31	NWSW	600	EFU	Used	Irrigate 23 acres	0
12S	3W	31	NESW	600	EFU	Used	Irrigate 5 acres	0
12S	3W	31	SWSW	600	EFU	Used	Irrigate 10 acres	0
12S	3W	31	SESW	600	EFU	Used	Irrigate 3.75 acres	0
12S	3W	31		600		TOTAL 130.75 acres	130.75 acres	0 acres
12S	3W	32	SWSW	200	EFU	Used	Irrigate 21 acres	0
12S	3W	32	SESW	200	EFU	Used	Irrigate 1.5 acres	0
12S	3W	32	NWNW	200	EFU	Used	Irrigate 3.5 acres	0
12S	3W	32	NENW	200	EFU	Used	Irrigate 15.68 acres	0
12S	3W	32		200		TOTAL 42.68 acres	42.68 acres	0 acres
						DIVERSION 6		
						TOTAL 383.94 acres	383.94 acres	0 acres
WELL 1 (60 & 61)								
Township	Range	Section	1/4 1/4	Tax Lo#	Designation	Water to be:	Proposed Land Use: * = additional acreage	Current Rights (# of acres)
13S	3W	7	NENW	203	EFU	Used	Irrigate 8.46 acres	0

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 MF 1049-214

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13S	3W	7	NWNE	203	EFU	Used	Irrigate 39.54 acres	0
13S	3W	7	NENE	203	EFU	Used	Irrigate 1.68 acres	0
13S	3W	7	SWNE	203	EFU	Used	Irrigate 12.87 acres	0
13S	3W	7	SENW	203	EFU	Used	Irrigate .13 acres	0
13S	3W	7		203		TOTAL 62.68 acres	62.68 acres	0 acres
13S	3W	7	SWNE	202	EFU	Used	Irrigate 18.65 acres	0
13S	3W	7	SENE	202	EFU	Used	Irrigate 34.35 acres	0
13S	3W	7	NENE	202	EFU	Used	Irrigate 11 acres	0
13S	3W	7	NWSE	202	EFU	Used	Irrigate 4.43 acres	0
13S	3W	7	NWNE	202	EFU	Used	Irrigate .46 acres	0
13S	3W	7		202		TOTAL 68.89 acres	68.89 acres	0 acres
						TOTAL 131.57 acres	131.57 acres	0 acres
<b>DIVERSION 7</b> (62,63,67, 73)								
13S	3W	7	SWNE	200	EFU	Used	Irrigate 9.35 acres	0
13S	3W	7	NWSE	200	EFU	Used	Irrigate 36 acres	0
13S	3W	7	SWSE	200	EFU	Used	Irrigate 40 acres	0
13S	3W	7		200		TOTAL 85.35 acres	85.35 acres	0 acres
13S	3W	7	NESW	400	EFU	Used	Irrigate 20 acres	0
13S	3W	7	NWSW	400	EFU	Used	Irrigate 8.33 acres	0

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NF1031-423

NF1031-425

NF1044-394

NF1028-382







BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that BYRON C. SCOTT and EDNA J. SCOTT, his wife, hereinafter called grantors, for the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto BYRON SCOTT FARMS, INC., an Oregon corporation, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Linn, State of Oregon, described as follows, to-wit:

Tract I:

Beginning at the Southeast corner of Section 12, T. 12 S., R. 4 W. of the W.M. in Linn County, Oregon; thence West 7.95 chains; thence South 10.88 chains; thence West 27.12 chains; thence North 26.64 chains; thence East 34.05 chains; thence South 15.22 chains to the point of beginning, containing 80 acres, more or less, all in Linn County, Oregon.

ALSO: Beginning on the North boundary line of the D.L.C. of Charles Williams, Not. No. 2004, Claim #53 in T. 12 S., R. 3 W. of the W.M., and Claim #72 in T. 12 S., R. 4 W. of the W.M., in Linn County, Oregon, at a point where said North boundary line of said Claim crosses the Range line between said Range 3 West and Range 4 West and running thence West on said North boundary line of said D.L.C., 7.85 chains to the most Northerly Northwest corner of said Claim; thence South 10.88 chains; thence West on the North boundary line of the West portion of said D.L.C., 27.12 chains to the Southwest corner of the farm of F. B. Jenks; thence South 4.20 chains; thence East 34.97 chains to said Range line; thence North on said Range line 15.08 chains to the point of beginning, containing 23.22 acres, more or less, all in Linn County, Oregon.

EXCEPT FROM the above tract a strip off the East edge thereof deeded to the State of Oregon by Mary B. Jenks by a deed dated March 21, 1931 and recorded April 10, 1931 in Vol. 139, page 41 of Deed Records for Linn County, Oregon.

ALSO EXCEPT the following premises: Beginning at a 1 1/2" iron rod which is East 5.03 chains and North 1.42 chains from the Northwest corner of the West projection of the Charles Williams D.L.C., said Claim being D.L.C. #72 in T. 12 S., R. 4 W. of the W.M. in Linn County, Oregon; and running thence East 34.34 chains to a 1 1/2" iron rod in the West line of the Pacific Highway; thence South 0° 16' West along said West line of Highway, 5.82 chains; thence West 34.31 chains; thence North 5.82 chains; to the point of beginning, and containing 20.00 acres, more or less, all in Linn County, Oregon.

Tract II:

Beginning at a point on the South line of the West projection of the D.L.C. of Commodore P. Knighton,

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Claim #60 in T. 12 S., R. 3 W. of the W.M., Oregon, where the West line of the lands belonging to the State of Oregon and included in the Pacific Highway intersect the South line of said Claim; and running thence West on the South of said Claim to a point which is 29.68 chains West of an interior corner on the South line of said Claim; thence South 41 chains, more or less, to the Galapoola River; thence up the meanderings of said river to a point which is 13.440 chains North of the South line of John T. Slate D.L.C. #59 in T. 12 S., R. 4 W. of the W.M., Oregon; thence running East of the East boundary line of said John T. Slate D.L.C. to a point 13.440 chains North of the Southeast corner of said D.L.C.; thence North to the Northwest corner of the D.L.C. of James B. Morgan and wife, same being Claim #62 in T. 12 S., R. 4 W. of the W.M.; thence East to the West line of the lands belonging to the State of Oregon, included in the Pacific Highway; and thence Northerly, following the West line of said lands belonging to the State of Oregon, to the point of beginning, all being situated in Linn County, Oregon.

Tract III:

Beginning at an iron bar on the South line of and West 39.02 chains distant from the Southeast corner of the D.L.C. of C. P. Knighten, Not. #2005, and Claim #60 in T. 12 S., R. 3 W. of the W.M., Oregon; and running thence North parallel with the East line of said D.L.C. 23.63 chains; thence West parallel with the South line of said Claim, 16.36 chains to the East line of the right of way of the Oregon and California Railroad Co.; thence South along the East line of said right of way, 21.19 chains to the center of a county road; thence South  $52\frac{3}{4}^{\circ}$  East along the center of said county road, 4.04 chains to the South line of said D.L.C.; thence East 13.12 chains to the point of beginning, containing 38.27 acres, more or less.

ALSO: Beginning at the Southwest corner of the South projection of the D.L.C. of C. P. Knighten, being Not. No. 2005, and Claim #60 in T. 12 S., R. 3 W. of the W.M., Oregon; and running thence North 6.68  $\frac{1}{2}$  chains to the interior corner of said Claim; thence West along the South line of said Claim 10.43 chains to an iron pin  $\frac{1}{2}$  x 16"; thence North 16.95 chains to an iron pin  $\frac{1}{2}$  x 24"; thence East 14.98 chains to the West boundary line of the right of way of the Oregon and California Railroad Co.; thence South along the West line of said right of way 20.38 chains to the center of the county road; thence South  $52\frac{3}{4}^{\circ}$  East along the center of said county road, 5.18 chains to the South line of said D.L.C.; thence West 8.20 chains to the point of beginning, containing 27.94 acres, more or less, containing in the aggregate 66.21 acres, more or less, situated in Linn County, State of Oregon.

EXCEPTING THEREFROM the right of way of the Oregon and California Railroad Company;

ALSO EXCEPTING THEREFROM that portion of the above described premises conveyed to the State of Oregon,

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by deeds recorded on December 19, 1930 in Book 138, page 431, Deed Records, and on September 10, 1934 in Book 142, page 98, Deed Records;

ALSO EXCEPTING THEREFROM that portion of the above described premises included in that certain county road which is now the Pacific Highway and not included in the land conveyed in the aforementioned deeds.

ALSO EXCEPTING THEREFROM that tract conveyed by W. C. Scott, et ux, to Byron C. Scott and Edna June Scott, husband and wife, by deed dated January 24, 1958 and recorded February 24, 1961 in Book 275, page 185, Deed Records, described as follows:

Beginning on the West right of way line of the Pacific Highway, North 0° 40' West, 495 feet from a point on the South line of and West 204.33 feet from the interior corner on the South line of the C. P. Knighton D.L.C. #71 in T. 12 S., R. 4 W. and D.L.C. #60, in T. 12 S., R. 3 W. of the W.M., in Linn County, Oregon, and running thence West parallel with the South line of said D.L.C., a distance of 208.70 feet; thence South 0° 40' East, 208.7 feet; thence East, parallel with the South line of said D.L.C., a distance of 208.7 feet to the West line of said Highway; thence North 0° 40' West, 208.7 feet to the point of beginning, and containing 1.0 acre, more or less.

Tract IV:

Beginning at a point which is 39.02 chains West and 23.61 chains North of the Southeast corner of the D.L.C. of Commodore Perry Knighton and Rosannah W. Knighton, husband and wife, the same being Not. No. 2005, and Claim #60 in T. 12 S., of R. 3 W. of the W.M., Oregon; and running thence West 31.85 chains to the West boundary line of the East half of said D.L.C.; thence North on said division line 22.68 chains to the North boundary line of said D.L.C.; thence East on said North boundary line, 35.09 chains; thence South 15.43 chains; thence West 3.24 chains; thence South 7.25 chains to the point of beginning, and containing 77.21 acres, more or less, situated in Linn County, Oregon.

EXCEPTING THEREFROM 17.89 acres, more or less, sold by S. A. Scott (Same as Sarah A. Scott) and C. Scott, her husband, to Olliver H. Jenks, et al, on the 23rd day of November, 1899, which property is more particularly described in that certain deed recorded in Book 64 at page 181, Deed Records, Linn County, State of Oregon.

ALSO EXCEPTING 0.34 acre of land conveyed by S. A. Scott (same person as Sarah A. Scott) to the State of Oregon, on the 2nd day of December, 1930, which property is more particularly described in that certain deed recorded in Book 138 at page 454, Deed Records, Linn County, State of Oregon.

ALSO EXCEPTING any additional property that Linn County has acquired and is now using for public roads.

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Treaty V:

The North half of the D. L. C. of Thomas Condon and Cornelia Judith Condon, his wife, Not. No. 7169 and Claim No. 55 in T. 12 S., R. 3 W. of the W.M.

ALSO, beginning at the Northeast corner of Section 19, in said Township and Range; thence West 17.68 chains; thence South 84 links; thence West 60.44 chains; thence North 6.60 chains; thence West 29.88 chains; thence South to Calapooia Creek; thence up the center of said creek to the West line of the Donation Land Claim of John B. Morgan, Claim No. 62 in T. 12 S., R. 4 W. of the W.M.; thence North to the Northwest corner of said Claim No. 62; thence East 52.66 chains to the Northeast corner of said Claim; thence South 4 chains; thence East 34.16 chains; thence North to beginning.

EXCEPTING 3.58 acres sold to Linn County by deed recorded Deeds 123, Page 477; ALSO EXCEPTING land sold to State Highway Commission by deed recorded in Volume 138 at Page 603; also excepting that part of said land lying West of the Pacific Highway.

SUBJECT to rights of way for railroad and public roads.

To Have and to Hold the same unto the said grantee and grantee's successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$94,600.00.

WITNESS grantors' hands this 5th day of January, 1971.

Byron C. Scott  
Edna J. Scott

STATE OF OREGON )  
County of Linn ) ss.

January 5, 1971

Personally appeared the above named BYRON C. SCOTT and EDNA J. SCOTT, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:  
Richard J. [Signature]  
Notary Public

My Commission Expires \_\_\_\_\_



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WATER RESOURCES DEPT  
SALEM, OREGON





187

KNOW ALL MEN BY THESE PRESENTS THAT WILLIAM SUEDELL, CLARENCE MURRAY,  
and LENORA HARRISON  
hereinafter called the grantors, of the County of Linn, State of Oregon, and L. C. HARRISON,  
and LENORA HARRISON,  
hereinafter called the grantees, do hereby grant, sell and convey unto the grantees, as tenants by the entirety, the heirs of the said grantees and their  
heirs, that certain real property, with the tenements, hereditaments and appurtenances thereto belonging or in any way  
pertaining, situated in the County of Linn State of Oregon described as follows, to-wit:

EXHIBIT "A"

made by  
V-9071

Beginning in Section 12, Township 12 South, of Range 4 West of the Willamette  
Meridian, Linn County, Oregon, at the most Northerly Northwest corner of the  
Deception Land Claim of Thomas Boggs and wife the same being Notification No. 2211  
and Claim No. 73 in said township and range and running thence East 2.00 chains to  
the Southwest corner of Lot 3 in said Section 12; thence North on the East line of  
Claim No. 60 in said township and range 21.41 chains; thence North 89-1/2° East  
9.73 chains; thence South 6° 15' East 9.03 chains; thence South 53° 45' East 11.30  
chains; thence North 89° 30' East 10.60 chains, more or less, to the Northwest  
corner of a tract of land conveyed to Leaburn C. Harrison, et ux, by deed recorded  
May 16, 1960, in Book 271, page 215, Deed Records; thence South 34.38 chains,  
more or less, to the Southwest corner of said Harrison tract; thence West 34.73  
chains, more or less, to the West boundary line of the said Thomas Boggs Deception  
Land Claim; thence North 6.36 chains to a corner of said first named Deception Land  
Claim; thence East 4.30 chains to the Southeast corner of the Deception Land Claim  
of James Cochran and thence North 12.17 chains to the place of beginning. **AND**  
**EXHIBIT** that portion of the above described tract of land lying within the  
boundaries of public roads and highways.

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WATER RESOURCES DEPT  
SALEM, OREGON



W  
MAY 1981

To Have and to Hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, EXCEPT EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD,

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 40,000.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole or part of the consideration (indicate which): (The sentence between the symbols, if not applicable, should be deleted. See ORS 99.036.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 25 day of December, 1978; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

*Violet Duevall*  
Catherine Duedall  
*Lenora Harrison*  
Violet Duedall  
Catherine Duedall  
Lenora Harrison

STATE OF OREGON, )  
County of LINN ) ss.  
Dec 25 December, 1978

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 19\_\_\_\_

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of \_\_\_\_\_

\_\_\_\_\_ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)  
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STATE OF OREGON )  
County of Linn ) ss.

STATE OF OREGON )  
County of Linn ) ss. WATER RESOURCES DEPT  
SALEM, OREGON

Personally appeared the above named CATHERINE DUEDALL and acknowledged the foregoing instrument to be her voluntary act and deed.

Personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be her voluntary act and deed.

DATED December 25, 1978

OFFICIAL SEAL  
Notary Public for Oregon  
Commission Expires: 9-5-81

OFFICIAL SEAL  
Notary Public for Oregon  
Commission Expires: 9-5-81



3&5

1 of 4

125-4W-11-100  
-300



3 & 5 2 of 4.

3,5,6

125-40-11-100  
- 200  
- 300

PLATE NO. \_\_\_\_\_

PLATE NO. \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ acknowledged the foregoing to be true and correct.

Notary Public for Oregon

My Commission Expires \_\_\_\_\_

WARRANTY DEED

STATE OF OREGON

County of \_\_\_\_\_

City of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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Vol. \_\_\_\_\_ Page \_\_\_\_\_  
(Date)

\_\_\_\_\_

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WATER RESOURCES DEPT  
SALEM, OREGON

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BARGAIN AND SALE DEED - STATUTORY FORM

EDNA J. SCOTT, Grantor, conveys to EDNA J. SCOTT and BYRON C. SCOTT, Trustees under the EDNA J. SCOTT Revocable Living Trust dated December 17, 1990, Grantee, the following described real property situated in Linn County, Oregon:

All of the Grantor's undivided one-half interest in the following described property:

PARCEL 1: Linn County Assessor's Acct. No. 228961, Map Ref. T128-R4W-S14, Parcel 100 (161.72 acres); Linn County Assessor's Acct. No. 228946, Map Ref. T128-R4W-S13, Parcel 200 (94.24 acres); and Linn County Assessor's Acct. No. 228631, Map Ref. T128-R4W-S11, Parcel 300 (81.90 acres) described as follows:

All of that part of the North half of the DLC of John M. Edmonson and wife, Not. No. 2008, Claim No. 58 in Township 12 South, Range 4 West of the Willamette Meridian, lying East of the present channel of the Calapooia River or Creek, EXCEPTING therefrom any portion thereof lying South of said Calapooia Creek; ALSO lots 1, 2 and 3 of Section 11; Lots 1, 2, and 3 and 4 and the Northeast quarter of the Northeast quarter of Section 14, and Lots 4, 5, 6 and 7 of Section 13, in Township 12 South, Range 4 West of the Willamette Meridian. SAVING AND EXCEPTING AND RESERVING from the last hereinabove described the following described property, to-wit: Beginning at an iron pin one-half by one-half by 14 inches in the center of a county road and on the East boundary line of and North 8.62 chains distant from the Southeast corner of the DLC of Isaac Blevins, being Not. No. 2003 and Claim No. 57 in Township 12 South, Range 4 West of the Willamette Meridian; thence North 19.90 chains to the Northeast corner of the East projection of said claim No. 57; thence North 89 deg. 45' East along the South boundary line of the DLC of James Cochran in said Township and Range; 18.74 chains to an iron pin one-half by one-half by 14 inches in the center of a county road thence South 37 deg. West along the center of said road 23 chains to an iron pin one-half by one-half by 14 inches; thence South 71 deg. 45' West 5.14 chains to the place of beginning.

All of the Grantor's undivided interest in the following property:

PARCEL 2: Linn County Assessor's Acct. No. 228797, Map Ref. T128-R4W-S12, Parcel 1200 (118.37 acres) described as follows:

Beginning at the Southwest corner of Claim No. 73, Township 12 South, Range 4 West of the Willamette Meridian, North 26.64 chains; thence East 45.05 chains; thence South 26.64 chains; thence West 45.05 chains. All lying and being in Linn County, State of Oregon.

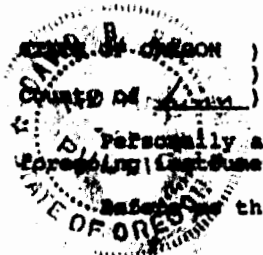
SUBJECT TO the right of the public in streets, roads and highways.

The true consideration for this conveyance is \$NONE. The actual consideration consists of transfer for the above property to avoid probate.

This instrument will 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 approved uses.

Dated this 9 day of Jan, 1991.

Edna J. Scott



Personally appeared the above-named EDNA J. SCOTT and acknowledged the foregoing instrument to be her voluntary act and deed.

Witnessed this 9th day of January, 1991.

Paul B. Beckham, Notary Public for Oregon, My Commission Expires: 6-22-93

Grantor: Edna J. Scott
Grantee: Edna J. Scott, Trustee et al
After recording, return to: Edna J. Scott, 32270 Hwy. 99E, Tangent, OR 97389

Until a change is requested, all tax statement shall be sent to the following address:

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SEP 18 2007



3 & 4

1 of 1

~~3, 5, 6, 1~~

3, 4, 5, 6

125-4W-11-300

125-4W-14-100

125-4W-13-200

125-4W-12-1200

## BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That BYRON C. SCOTT and EDNA J. SCOTT, his wife, hereinafter called grantors, for the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto BYRON SCOTT FARMS, INC., an Oregon corporation, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Linn, State of Oregon, described as follows, to-wit:

Tract I:

Beginning at the Southeast corner of Section 12, T. 12 S., R. 4 W. of the W.M. in Linn County, Oregon; thence West 7.95 chains; thence South 10.88 chains; thence West 27.12 chains; thence North 26.64 chains; thence East 34.05 chains; thence South 15.22 chains to the point of beginning, containing 80 acres, more or less, all in Linn County, Oregon.

ALSO: Beginning on the North boundary line of the D.L.C. of Charles Williams, Not. No. 2004, Claim #53 in T. 12 S., R. 3 W. of the W.M., and Claim #72 in T. 12 S., R. 4 W. of the W.M., in Linn County, Oregon, at a point where said North boundary line of said Claim crosses the Range line between said Range 3 West and Range 4 West and running thence West on said North boundary line of said D.L.C., 7.85 chains to the most Northerly Northwest corner of said Claim; thence South 10.88 chains; thence West on the North boundary line of the West portion of said D.L.C., 27.12 chains to the Southwest corner of the farm of F. B. Jenks; thence South 4.20 chains; thence East 34.97 chains to said Range line; thence North on said Range line 15.08 chains to the point of beginning, containing 23.22 acres, more or less, all in Linn County, Oregon.

EXCEPT FROM the above tract a strip off the East edge thereof deeded to the State of Oregon by Mary B. Jenks by a deed dated March 21, 1931, and recorded April 10, 1931 in Vol. 139, page 41 of Deed Records for Linn County, Oregon.

ALSO EXCEPT the following premises: Beginning at a 1 1/2" iron rod which is East 5.03 chains and North 1.42 chains from the Northwest corner of the West projection of the Charles Williams D.L.C., said Claim being D.L.C. #72 in T. 12 S., R. 4 W. of the W.M. in Linn County, Oregon; and running thence East 34.34 chains to a 1 1/2" iron rod in the West line of the Pacific Highway; thence South 0° 16' West along said West line of Highway, 5.82 chains; thence West 34.31 chains; thence North 5.82 chains; to the point of beginning, and containing 20.00 acres, more or less, all in Linn County, Oregon.

Tract II:

Beginning at a point on the South line of the West projection of the D.L.C. of Commodore P. Knighton

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19 & 20

1 of 4

Claim #60 in T. 12 S., R. 3 W. of the W.M., Oregon, where the West line of the lands belonging to the State of Oregon and included in the Pacific Highway intersect the South line of said Claim; and running thence West on the South of said Claim to a point which is 29.68 chains West of an interior corner on the South line of said Claim; thence South 41 chains, more or less, to the Calapooia River; thence up the meanderings of said river to a point which is 13.440 chains North of the South line of John T. Slate D.L.C. #59 in T. 12 S., R. 4 W. of the W.M., Oregon; thence running East of the East boundary line of said John T. Slate D.L.C. to a point 13.440 chains North of the Southeast corner of said D.L.C.; thence North to the Northwest corner of the D.L.C. of James B. Morgan and wife, same being Claim #62 in T. 12 S., R. 4 W. of the W.M.; thence East to the West line of the lands belonging to the State of Oregon, included in the Pacific Highway; and thence Northerly, following the West line of said lands belonging to the State of Oregon, to the point of beginning, all being situated in Linn County, Oregon.

Tract III:

Beginning at an iron bar on the South line of and West 39.02 chains distant from the Southeast corner of the D.L.C. of C. P. Knighten, Not. #2005, and Claim #60 in T. 12 S., R. 3 W. of the W.M., Oregon; and running thence North parallel with the East line of said D.L.C. 23.63 chains; thence West parallel with the South line of said Claim, 16.36 chains to the East line of the right of way of the Oregon and California Railroad Co.; thence South along the East line of said right of way, 21.19 chains to the center of a county road; thence South  $52 \frac{3}{4}^{\circ}$  East along the center of said county road, 4.04 chains to the South line of said D.L.C.; thence East 13.12 chains to the point of beginning, containing 38.27 acres, more or less.

ALSO: Beginning at the Southwest corner of the South projection of the D.L.C. of C. P. Knighten, being Not. No. 2005, and Claim #60 in T. 12 S., R. 3 W. of the W.M., Oregon; and running thence North 6.68  $\frac{1}{2}$  chains to the interior corner of said Claim; thence West along the South line of said Claim 10.43 chains to an iron pin  $\frac{1}{2} \times 16''$ ; thence North 16.95 chains to an iron pin  $\frac{1}{2} \times 24''$ ; thence East 14.98 chains to the West boundary line of the right of way of the Oregon and California Railroad Co.; thence South along the West line of said right of way 20.38 chains to the center of the county road; thence South  $52 \frac{3}{4}^{\circ}$  East along the center of said county road, 5.18 chains to the South line of said D.L.C.; thence West 8.20 chains to the point of beginning, containing 27.94 acres, more or less, containing in the aggregate 66.21 acres, more or less, situated in Linn County, State of Oregon.

EXCEPTING THEREFROM the right of way of the Oregon and California Railroad Company;

ALSO EXCEPTING THEREFROM that portion of the above described premises conveyed to the State of Oregon,

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WATER RESOURCES DEPT  
SALEM, OREGON

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2 of 4

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by deeds recorded on December 19, 1930 in Book 138, page 431, Deed Records, and on September 10, 1934 in Book 142, page 98, Deed Records;

ALSO EXCEPTING THEREFROM that portion of the above described premises included in that certain county road which is now the Pacific Highway and not included in the land conveyed in the aforementioned deeds.

ALSO EXCEPTING THEREFROM that tract conveyed by W. C. Scott, et ux, to Byron C. Scott and Edna June Scott, husband and wife, by deed dated January 24, 1958 and recorded February 24, 1961 in Book 275, page 185, Deed Records, described as follows:

Beginning on the West right of way line of the Pacific Highway, North 0° 40' West, 495 feet from a point on the South line of and West 204.33 feet from the interior corner on the South line of the C. P. Knighton D.L.C. #71 in T. 12 S., R. 4 W. and D.L.C. #60, in T. 12 S., R. 3 W. of the W.M., in Linn County, Oregon, and running thence West parallel with the South line of said D.L.C., a distance of 208.70 feet; thence South 0° 40' East, 208.7 feet; thence East, parallel with the South line of said D.L.C., a distance of 208.7 feet to the West line of said Highway; thence North 0° 40' West, 208.7 feet to the point of beginning, and containing 1.0 acre, more or less.

Tract IV:

Beginning at a point which is 39.02 chains West and 23.61 chains North of the Southeast corner of the D.L.C. of Commodore Perry Knighton and Rosannah W. Knighton, husband and wife, the same being Not. No. 2005, and Claim #60 in T. 12 S., of R. 3 W. of the W.M., Oregon; and running thence West 31.85 chains to the West boundary line of the East half of said D.L.C.; thence North on said division line 22.68 chains to the North boundary line of said D.L.C.; thence East on said North boundary line, 35.09 chains; thence South 15.43 chains; thence West 3.24 chains; thence South 7.25 chains to the point of beginning, and containing 77.21 acres, more or less, situated in Linn County, Oregon.

EXCEPTING THEREFROM 17.89 acres, more or less, sold by S. A. Scott (Same as Sarah A. Scott) and C. Scott, her husband, to Oliver H. Jenks, et al, on the 23rd day of November, 1899, which property is more particularly described in that certain deed recorded in Book 64 at page 181, Deed Records, Linn County, State of Oregon.

ALSO EXCEPTING 0.34 acre of land conveyed by S. A. Scott (same person as Sarah A. Scott) to the State of Oregon, on the 2nd day of December, 1930, which property is more particularly described in that certain deed recorded in Book 138 at page 454, Deed Records, Linn County, State of Oregon.

ALSO EXCEPTING any additional property that Linn County has acquired and is now using for public roads.

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WATER RESOURCES DEPT  
SALEM, OREGON

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Tract V:

The North half of the D. L. C. of Thomas Condon and Cornelia Judith Condon, his wife, Not. No. 7169 and Claim No. 55 in T. 12 S., R. 3 W. of the W.M.

ALSO, beginning at the Northeast corner of Section 19, in said Township and Range; thence West 17.68 chains; thence South 84 links; thence West 60.44 chains; thence North 6.60 chains; thence West 29.88 chains; thence South to Calapooia Creek; thence up the center of said creek to the West line of the Donation Land Claim of John B. Morgan, Claim No. 62 in T. 12 S., R. 4 W. of the W.M.; thence North to the Northwest corner of said Claim No. 62; thence East 52.66 chains to the Northeast corner of said Claim; thence South 4 chains; thence East 34.16 chains; thence North to beginning.

EXCEPTING 3.58 acres sold to Linn County by deed recorded Deeds 123, Page 477; ALSO EXCEPTING land sold to State Highway Commission by deed recorded in Volume 138 at Page 603; also excepting that part of said land lying West of the Pacific Highway.

SUBJECT to rights of way for railroad and public roads.

To Have and to Hold the same unto the said grantee and grantee's successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$94,600.00.

WITNESS grantors' hands this 5th day of January, 1971.

Byron C. Scott  
Edna J. Scott

STATE OF OREGON )  
County of Linn ) ss.

January 5, 1971

Personally appeared the above named BYRON C. SCOTT and EDNA J. SCOTT, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Richard J. [Signature]  
Notary Public for Oregon

My Commission Expires: [Date]



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WATER RESOURCES DEPT  
SALEM, OREGON

360085

I hereby certify that the within was received and duly recorded by me in Linn County Records:

Vol. 60, Page 624  
On:

JAN 11 1 24 PM '71  
RECORDS CLERK



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15816 19820

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That HAROLD C. RASMUSSEN and MINERVA V. RASMUSSEN, husband and wife, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto BYRON SCOTT and EDNA SCOTT, husband and wife, BYRON SCOTT FARMS, INC., an Oregon Corporation, hereinafter called grantees, and unto grantees' heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Linn, State of Oregon, described as follows, to-wit:

BEGINNING at the NW corner of the Uriah G. Dunningway DLC 55 in Section 19, T. 12 S., R. 3 W., of the W.M., Linn County, Oregon; and running thence S. 0°13'35" W., along the E. line of the Jas. Morgan DLC 73, a distance of 162.56 feet; thence N. 68°55' W. 1185.8 feet; more or less, to the N. line of said Jas. Morgan DLC 73; thence E. 1108 feet, more or less, to the NE corner of said DLC 73; thence S. along the E. line of said DLC 73, to the point of beginning, and containing 5.42 acres, more or less

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantees' heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1.00

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). (If the sentence between the symbols or is not applicable, should be deleted. See ORE 31.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 8 day of October, 1975; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Harold C. Rasmussen
Minerva V. Rasmussen

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,
County of Linn, ss.
October 8, 1975

STATE OF OREGON, County of Linn, ss.
Personally appeared

Personally appeared the above named Harold C. Rasmussen and Minerva V. Rasmussen, husband and wife

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and acknowledged the foregoing instrument to be their voluntary act and deed.

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
Notary Public for Oregon
My commission expires: 9-17-79

Before me:
Notary Public for Oregon
My commission expires:

GRANTOR'S NAME AND ADDRESS
GRANTEE'S NAME AND ADDRESS
After recording return to:
Randy Reid
PO Box 665
Albany, OR 97321
NAME, ADDRESS, ZIP
Until a change is requested all fee statements shall be sent to the following address:
NAME, ADDRESS, ZIP

STATE OF OREGON,
County of
I certify that the within instrument was received for record on the

RECEIVED
STATE OF OREGON ss.
County of Linn
I hereby certify that the within was received and duly recorded by me in Linn County Records:
Vol. MF 120 Page 251
(Date)
Oct 28 1 51 PM '75
DECLERK RILEY CLERK
BY Deputy

SEP 18 2007

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SALEM, OREGON

# 19 & 20

1 of 1

**After Recording Return to:**

Thomas L. Black  
Weatherford Thompson et al  
P O Box 667  
Albany, OR 97321

**Until requested otherwise**

**Send all tax statements to:**

Cala Farms, Inc.  
31144 Wirth Road  
Tangent, OR 97389

STATE OF OREGON  
County of Linn

I hereby certify that the attached  
was received and duly recorded  
by me in Linn County records.

STEVE DRUCKENMILLER  
Linn County Clerk

By [Signature] Deputy PAGE 962  
MF 1706

26

36

Assessor's Account Number: \_\_\_\_\_

**SPECIAL WARRANTY DEED**

KNOW ALL BY THESE PRESENTS THAT J. LEW ROPP, hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by CALA FARMS, INC., hereinafter called granteo, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Linn County, State of Oregon, described as follows, to wit:

Beginning at the Northwest corner of the Donation Land Claim of James B. Roberts, Notification No. 2436, Claim No. 51, in township 12 South, Range 3 West of the Willamette Meridian and running thence North along the East line of the Donation Land Claim of U.G. Duniway, Notification No. 2573 and Claim No. 55, in said Township and Range, to the Northeast corner thereof; thence East to the East line of the Northwest quarter of Section 20 in said Township and Range; thence South to a point due East of the point of beginning; thence West to the point of beginning, Linn County, Oregon.

EXCEPTING THEREFROM the following: Parcel 2 of Plat No. 2005-01 recorded January 6, 2005 in Linn County Deed Records MF 1664 page 939, C.S. 23970.

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

And Grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that the real property is free from encumbrances created or suffered thereon by Grantor and that Grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is fulfillment of contract.

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument this 15<sup>th</sup> day of April, 2005, if Grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30 930

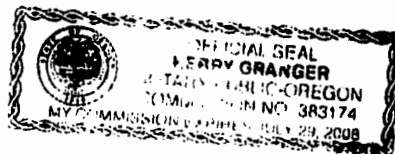
[Signature]  
J. Lew Ropp

STATE OF OREGON County of Linn

This instrument was acknowledged before me on April 15<sup>th</sup>, 2005 by J. Lew Ropp.

[Signature]  
Notary Public for Oregon

My commission expires July 29, 08



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SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON

After Recording Return To: Acc # 205069

[dp:\transfer\Cala Farms\Warranty Deed - Special.doc\4/8/2005]



22 & 23

1 of 1

WARRANTY DEED

ELAINE WILEY; STANLEY SCOTT; SHIRLEY EVENHUS; ELAINE WILEY, Trustee for John Andrew Wiley; and TAMARA LYNN SHIDLER, formerly Tamara Lynn Wiley, Grantor, conveys and warrants to BYRON SCOTT FARMS, INC., an Oregon corporation, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

The Southeast quarter of Section 20, Township 12 South, Range 3 West of the Willamette Meridian, Linn County, Oregon.

SUBJECT TO the right of the public in streets, roads and highways and an easement granted to Pacific Telephone and Telegraph Co. by instrument recorded July 10, 1928 in Volume 134, Page 566, Microfilm Records of Linn County, Oregon.

ALSO SUBJECT TO liens or encumbrances suffered or permitted by the Grantee from and after January 15, 1984.

Reserving to the Grantors for a period terminating January 1, 2009, fifty percent (50%) of all minerals, oils and natural gas to be owned and held by the Grantors in shares hereinafter set forth; provided, however, that upon the death of any Grantor, his or her interest therein shall terminate and revert to the described property.

Grantors' Shares in Reserved Mineral Rights:

<u>Grantor</u>	<u>Share Ownership</u>
ELAINE WILEY	76/156
STANLEY SCOTT	15/156
SHIRLEY EVENHUS	15/156
ELAINE WILEY, Trustee for John Andrew Wiley	25/156
TAMARA LYNN SHIDLER	25/156

The true consideration for this conveyance is \$205,000.

RECEIVED

SEP 18 2007

WATER RESOURCES DEPT

\$25  
24 - 400

1 of 2

DATED this 15th day of January, 1984.

*Elaine Wiley*  
ELAINE WILEY

*Stanley Scott*  
STANLEY SCOTT

*Shirley Evenhus*  
SHIRLEY EVENHUS

*Elaine Wiley, Trustee for John Andrew Wiley*  
ELAINE WILEY, Trustee for  
John Andrew Wiley, a Minor

*Tamara Lynn Shidler*  
TAMARA LYNN SHIDLER

GRANTORS

STATE OF OREGON )  
 ) ss.  
County of Marion )

*January 28*, 1984

Before me personally appeared the above named ELAINE WILEY, STANLEY SCOTT, SHIRLEY EVENHUS and TAMARA LYNN SHIDLER and they acknowledged the foregoing instrument to be their voluntary act and deed.

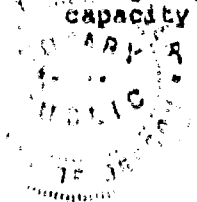


*[Signature]*  
Notary Public for Oregon  
My Commission Expires: *21 July 1986*

STATE OF OREGON )  
 ) ss.  
County of Marion )

*January 28*, 1984

Before me personally appeared the above named ELAINE WILEY, Trustee for John Andrew Wiley, a Minor, and acknowledged the foregoing instrument to be her voluntary act and deed in her capacity therein stated and for the purposes therein contained.



*[Signature]*  
Notary Public for Oregon  
My Commission Expires: *21 July 1986*

Until a change is requested, all tax statements shall be sent to the following address: 32270 Highway 99E, Tangent, OR 97389

Page 2 - BYRON SCOTT FARMS, INC.: WARRANTY DEED

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SEP 18 2007

RESOURCES DEPT

FEB 1 11 24 AM '88

STATE OF OREGON  
County of Marion

STEVE DRUCKENMILLER  
Clerk

I hereby certify that the attached was received and duly recorded by me in the County records

Volume 463 Page 610

*[Signature]*  
Notary Public for Oregon  
My Commission Expires: *21 July 1986*



24-400<sup>#25</sup>

20f2

STATUTORY FORM - SPECIAL WARRANTY DEED  
(93.855)

LEW J. ROPP and MARY FRANCES ROPP, <sup>(WHO ACQUIRED TITLE AS M. FRANCY ROPP)</sup> his wife, SELLER, conveys and specially warrants to CALA FARMS, INC., BUYER, the following-described real property free of encumbrances created or suffered by the SELLER except as specifically set forth herein:

Beginning at a 5/8" iron rod which bears South 0°33' West 2,647.86 feet from the Northwest corner of Section 21, Township 12 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; thence South 89°55' East 1,200 feet more or less to the West line of that certain tract conveyed to John and Mary Ropp on page 66 of Microfilm Volume 1, Linn County Deed Records; thence South along said tract 313.5 feet more or less to the North line of that tract conveyed to John and Mary Ropp by Deed recorded on page 379 of Volume 187 of Linn County Deed Records; thence South 89°42' West 1,199.88 feet to the Northwest corner of last mentioned Ropp tract; thence North 313.5 feet to the place of beginning.

ALSO: All of the following described property lying West of the STATE OF OREGON Highway Commission ownership described in Linn County Deed Records, Volume 256, Page 224.

Beginning at the Southwest corner of Section 21, T12S, R3W, W.M., Linn County, Oregon. Thence North 2,310.0 feet; thence N. 89°42', E. 1,199.88 feet; thence North 313.50 feet to the Southwest corner of that tract of land described in Linn County Deed Records MF Vol. 29, Page 503; thence S. 89°55' E. 1,440.12 feet to the Southeast corner of last said tract and the East line of that tract of land described in Linn County Deed Records MF Vol. 1, Page 66; thence South, along the East line of last said tract, 2,640.0 feet, more or less, to the South quarter section corner of said Section 21; thence S. 89°42' W. 2,640.0 feet, more or less, to the point of beginning.

Subject to the rights of the public in roadways.

TOGETHER WITH: The mobile home located thereon, Serial No. 8G4558AB.

SELLER RETAINS TITLE TO SEED CLEANER NO. 116.

The true and actual consideration for this conveyance is \$330,000.00, allocated \$45,000.00 for the mobile home and \$285,000.00 for the rest of the property.

✓ Send to: Weatherford, Thompson, et al  
Attn: Ed Shultz  
P.O. Box 667  
Albany, OR 97321

RECEIVED

SEP 18 2007

Taxes:  
Cala Farms, Inc.  
31144 Wir Jh Rd.  
Tangent, OR 97389

\$25  
24-301

1 of 3

~~1 of 3~~

THIS INSTRUMENT WILL 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 APPROVED USES.

DATED this 13th day of September, 1991.

SELLER:

Lew J. Ropp  
Lew J. Ropp

Mary Frances Ropp  
Mary Frances Ropp

BUYER:

CALA FARMS, INC.

By: Donald R. Wirth  
Donald R. Wirth, President

STATE OF OREGON )  
                          ) ss.  
County of Linn   )

SEPTEMBER 13, 1991.

Personally appeared the above-named LEW J. ROPP and MARY FRANCES ROPP, his wife, Sellers, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon  
My Commission Expires:

Linda M. Tyler  
LINDA M TYLER  
NOTARY PUBLIC - OREGON  
My Commission Expires 2/11/94

Send all tax statements to:  
Cala Farms, Inc., 31144 Wirth Road, Tangent, OR 97389

After recording, send to: Weatherford, Thompson, Quick & Ashenfelter,  
P.C., Attn: Edward F. Schultz, P. O. Box 667, Albany, Oregon 97321

Tax Account and Lot Information: 0728689, Tax Lot 301  
Mobile Home: Tax Account #0744322, Tax Lot #301

[9]a:of:calrep-V.dod:9-12-91]

Page 2. STATUTORY FORM - SPECIAL WARRANTY DEED  
Send to: Weatherford, Thompson, et al Attn: Ed Shultz  
P.O. Box 467  
Albany, OR 97321

RECEIVED

Taxes:  
Cala Farms, Inc.  
31144 Wirth Rd.  
Tangent, OR 97389

SEP 18 2007

25  
24-301

20f3

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

ATLANTIC-BESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of LINN  
before me appeared

ss. DONALD R. WIRTH

On this 13 day of SEPTEMBER, 19 91

*Donald R. Wirth*, who being

*Donald R. Wirth* did say that he, the said  
is the President, and *he is the*  
in *the* *of*

DONALD R. WIRTH

of CALA FARMS, INC.

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and  
and  
acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Linda M. Tyler*  
LINDA M TYLER  
NOTARY PUBLIC OREGON

Notary Public for Oregon.

RECEIVED

SEP 18 2007

WATER RESOURCES DEP  
SALEM, OREGON

STATE OF OREGON  
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records.

STEVE DRUCHENMILLER  
Linn County Clerk

By *SD* Deputy

758

JUL 31 8 39 AM '95

604

24<sup>#25</sup> - 301

30f3

STATUTORY FORM - SPECIAL WARRANTY DEED  
(93.855)

185501

LEW J. ROPP and MARY FRANCES ROPP, SELLER, conveys and specially warrants to CALA FARMS, INC., an Oregon corporation, BUYER, the following-described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

The Southeast quarter of Section 21, T12S, R3W, W.M., Linn County, Oregon.

ALSO: All of the following described property lying East of the STATE OF OREGON Highway Commission ownership described in Linn County Deed Records, Volume 256, Page 224.

Beginning at the Southwest corner of Section 21, T12S, R3W, W.M., Linn County, Oregon. Thence North 2310.0 feet; thence N. 89°42' E. 1199.88 feet; thence North 313.50 feet to the Southwest corner of that tract of land described in Linn County Deed Records MF Vol. 29, Page 503; thence S. 89°55' E. 1440.12 feet to the Southeast corner of last said tract on the East line of that tract of land described in Linn County Deed Records MF Vol. 1, Page 66; thence South, along the East line of last said tract; 2640.0 feet, more or less to the South quarter section corner of said Section 21; thence S. 89°42' W. 2640 feet, more or less, to the point of beginning.

Subject to the rights of the public in roadways.

The true consideration for this conveyance is \$299,000.00.

THIS INSTRUMENT WILL 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 APPROVED USES.

DATED this 13 day of September, 1991.

Lew J. Ropp  
Lew J. Ropp  
Mary Frances Ropp  
Mary Frances Ropp

AFTER RECORDING RETURN TO:  
OREGON TITLE INSURANCE COMPANY

12-36-21/300

RECEIVED

SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON



34 & 35

10 of #7

STATE OF OREGON )  
County of Linn ) ss.

Sept 13, 1991.

Personally appeared the above-named LEW J. ROPP and MARY FRANCES ROPP, his wife, Seller, and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:

Mary J. Long  
Notary Public for Oregon 3-6-93  
My Commission Expires:

After recording send to:  
Weatherford, Thompson, Quick & Ashenfelter, P.C.  
Attn: Edward F. Schultz  
P. O. Box 667  
Albany, Oregon 97321

Send all tax statements to:  
CALA FARMS, INC.  
31144 Wirth Road  
Tangent, OR 97389

Tax Account and Lot Information: T0728689, Tax Lot #301.

(b)(1)(c): Colrop-B. 664: 9/12/91)

RECEIVED

SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON

STATE OF OREGON  
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records.

STEVE DRUCKENMILLER 858  
Linn County Clerk  
By [Signature] Deputy PAGE 257

40  
SEP 20 2 57 PM '97

34 & 35

20 of ~~10~~ 7

Customer/Note No: 21371 - 441

After Recording Return to: Farm Credit Services - Harrisburg  
120 Smith Street  
PO Box 285  
Harrisburg, OR 97446

185501

Deed of Trust

RECEIVED

On March 19, 1997, Cala Farms, Inc., a corporation, hereinafter called Grantors, whose address is

SEP 18 2007

31144 Wirth Rd  
Tangent, OR 97389

WATER RESOURCES  
SALEM, OREGON

grant, convey, warrant, transfer and assign to Oregon Title Insurance Company, a corporation, hereinafter called Trustee, whose address is 220 SW Fifth Avenue, PO Box 692, Albany, OR 97321, in trust with power of sale for the benefit of Northwest Farm Credit Services, ACA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is West 601 First Avenue, P.O. Box TAF-CS, Spokane, Washington 99220-4005, property in Linn County(ies), State of Oregon, more particularly described as follows:

PARCEL I:

The Southeast Quarter of Section 21, Township 12 South, Range 3 West of the Willamette Meridian, in the County of Linn, State of Oregon.

TOGETHER WITH, all of the following described property lying East of the State of Oregon Highway Commission ownership described in Linn County Deed Records Volume 256, page 224:

Beginning at the Southwest corner of Section 21, Township 12 South, Range 3 West of the Willamette Meridian Linn County, Oregon; thence North 2310.0 feet; thence North 89°42' East 1199.88 feet; thence North 313.50 feet to the Southwest corner of that tract of land described in Linn County Deed Records Microfilm Vol. 29, page 503; thence South 89°55' East 1440.12 feet to the Southeast corner of last said tract and the East line of that tract of land described in Linn County Deed Records Microfilm Volume 1, page 66; thence South, along the East line of last said tract, 2640.0 feet, more or less, to the South Quarter Section Corner of said Section 21; thence South 89°42' West 2640 feet, more or less, to the point of beginning.

PARCEL II:

Beginning at a 5/8 inch iron rod which bears South 0°33' West 2,647.86 feet from the Northwest corner of Section 21, Township 12 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; thence South 89°55' East 1200 feet, more or less, to the West line of that certain tract conveyed to John and Mary Ropp on Page 66 of Microfilm Volume 1, Linn County Deed Records; thence South, along said tract, 313.5 feet, more or less, to the North line of that tract conveyed to John and Mary Ropp by deed recorded on page 379 of Volume 187 of Linn County Deed Records; thence South 89°42' West 1199.88 feet to the Northwest corner of last mentioned Ropp tract; thence North 313.5 feet to the place of beginning.

TOGETHER WITH, all of the following described property lying West of the State of Oregon Highway Commission ownership described in Linn County Deed Records, Volume 256, page 224:

Beginning at the Southwest corner of Section 21, Township 12 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence North 2310.0 feet; thence North 89°42' East 1199.88 feet; thence North 313.50 feet to the Southwest corner of that tract of land described in Linn County Deed Records Microfilm Volume 29, page 503; thence South 89°55' East 1440.12 feet to the Southeast corner of last said tract and the East line of that tract of land described in Linn County Deed Records Microfilm Volume 1, page 66; thence South, along the East line of last said tract, 2640.0 feet, more or less, to the South Quarter Section Corner of said Section 21; thence South 89°42' West 2640 feet, more or less, to the point of beginning.

PARCEL III:

Beginning at a one-half inch iron rod on the North line of and South 89°42' East 23.779 chains from the Northwest corner of the Southeast Quarter of Section 18, Township 13 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence South 1°32' East, along the center line of a roadway, a distance of 10.818 chains; thence North 89°42' West 2.909 chains; thence South, parallel with the West line of the Southeast Quarter of said Section 18, a distance of 29.88 chains to the South line of Section 18; thence East 58.84 chains to the Southeast corner of the Southeast Quarter of Section 17; thence North to the Northeast corner of the Southwest Quarter of Section 17; thence West 56.22 chains, more or less, to the place of beginning.

EXCEPTING THEREFROM, beginning at a one-half inch iron rod on the North line of and South 89°42' East 23.779 chains from the Northwest corner of the Southeast Quarter of Section 18, Township 13 South, Range 3 West of the

AFTER RECORDING RETURN TO:  
OREGON TITLE INSURANCE COMPANY

12-3w-21/300+301 12-3w-17/500

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SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON

Willamette Meridian, Linn County, Oregon; thence running South 1°32' East, along the center of a roadway, a distance of 10.818 chains, to the point of beginning; thence North 89°42' West 2.909 chains; thence South, parallel with the West line of the Southeast Quarter of said Section 18, a distance of 29.88 chains to the South line of Section 18; thence East 58.84 chains to the Southeast corner of the Southwest Quarter of Section 17; thence North, parallel to the East line of Section 18, 11.909 chains; thence West 53.113 chains, parallel to the South lines of Sections 17 and 18 in said Township and Range; thence North 17.379 chains, parallel to the West boundary line of said Section 17; thence West to the true point of beginning.

Tax Account Numbers: 224812, 728689, 287785;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Grantors under the terms of the Loan Documents and any amounts expended by Beneficiary to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Grantors to the order of Beneficiary, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
March 19, 1997	\$ 570,000.00	April 1, 2012

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Grantors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers.
2. That this deed of trust also constitutes a Security Agreement granting Beneficiary a security interest in any and all personal property described above.
3. To keep all buildings and other improvements, now or hereafter existing, in good repair; not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property; and Beneficiary shall have the right to enter upon the Property to make full inspection of the Property.
4. To maintain casualty insurance, naming Beneficiary as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located, in whole or in part, within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Beneficiary satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Beneficiary.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this deed of trust, except as stated above.
6. To specifically assign and deliver to Beneficiary all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; Beneficiary may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and application or release of such amounts shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the

Deed Of Trust (21371-441)

34 & 35

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RECEIVED

SEP 18 2007

value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Beneficiary; to remedy any environmental contamination or violation of applicable environmental laws that may occur or be discovered in the future; to allow Beneficiary access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantors or to any other person); to forward copies of any notices received from any environmental agencies to Beneficiary; to provide Beneficiary copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Beneficiary, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.

8. That neither Grantors nor, to the best of Grantors' knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Grantor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this deed of trust, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); not to apply or enter into any federal, state or local program which limits or restricts the use of the Property, in any way without prior written consent of Beneficiary; to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this deed of trust, naming Beneficiary as an assignee shall be for security purposes and shall not alter Grantors' obligations hereunder; and any failure of Grantors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, conveyed or waived to Trustee or Beneficiary, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Beneficiary shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Grantors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this deed of trust.
11. To execute any instrument deemed necessary by the Beneficiary to assign, convey or waive such Grazing Rights to the Trustee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Beneficiary copies of any notices received by Grantors regarding the Grazing Rights; and in the event of foreclosure of this deed of trust, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at Trustee's or foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Grantors shall comply with the terms and provisions of said laws, regulations and contracts; Grantors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Beneficiary their attorney-in-fact to select and designate the portion of the property to be subject to a recordable contract, in the event Grantors become subject to the excess land limitation; if Grantors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Grantors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Grantors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Grantors shall execute a supplemental deed of trust on such lands in favor of the Beneficiary; and failure to execute such deed of trust on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Beneficiary may, at its option, perform the same, in whole or in part; any advances, attorney fees or costs, paid or incurred by Beneficiary to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the obligation secured by this deed of trust.
14. That the indebtedness and obligations secured by this deed of trust are personal to the Grantors and are not assignable by Grantors; Beneficiary relied upon the credit of Grantors, the interest of Grantors in the Property and the financial market conditions then existing when making this loan; if Grantors sell, transfer or convey or contract to sell, transfer



34 & 35

5 of 7

or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Beneficiary, or if Grantors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Grantors, or if Grantors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Grantors shall be in default hereunder.

15. That time is of the essence and in the event of default, at Beneficiary's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Beneficiary shall have the right to foreclose the lien of this deed of trust or to direct Trustee, in writing, to foreclose this deed of trust by notice and sale, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and to deliver them to Beneficiary to be applied as provided above and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That Beneficiary may from time to time, in writing and without further notice or consent, release any person from liability for payment of any of the indebtedness or extend the time or otherwise alter the terms of payment of any of the indebtedness; and Trustee may, with written consent of Beneficiary, at any time and from time to time, and without affecting the liability of any person:
  - a. Join in any subordination or other agreement affecting this deed of trust or lien or charge thereof.
  - b. Reconvey, without warranty, any or all of the Property.
17. That after all sums secured hereby have been paid, upon receipt of the deed of trust and note and payment of its fees, Trustee shall reconvey without warranty the Property, as provided by law. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
18. That, in the event of foreclosure of this deed of trust by notice and sale, the power of sale shall be exercised by the Trustee according to and under the authority of the law pertaining to deeds of trust then in effect in the state in which the Property is situated; Trustee shall deliver to purchaser its deed, without warranty, containing recitals demonstrating compliance with the requirements of such law.
19. To surrender possession of such premises within the time period provided by law; in the event Beneficiary is purchaser of the Property and possession is not delivered, as provided by law, to pay Beneficiary the costs and the expenses, including reasonable attorney fees, incurred in any suit or action by Beneficiary to obtain possession of the premises.
20. That Trustee accepts this trust when this deed, duly executed and acknowledged is recorded as provided by law; any Trustee lawfully appointed by Beneficiary as a substitute or successor Trustee shall succeed to all the powers and duties of the Trustee named herein; Trustee is not obligated to notify any party hereto of the pending sale under any other deed of trust or any action or proceeding in which Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.
21. That as used herein, the term "deed of trust" shall be synonymous with the terms "trust indenture" and "trust deed"; the term "Grantors" shall be synonymous with the term "Trustors" as used in any of the laws of the state in which the Property is situated; the term "Beneficiary" shall mean the holder and owner of any Note secured hereby, or if any Note(s) has been pledged, the pledgee thereof.
22. That the failure of Beneficiary to exercise any right or option provided herein, at any time shall not preclude Beneficiary from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Beneficiary or on Trustee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the deed of trust shall be construed as though such provision had been omitted.
23. That Grantors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this deed of trust.

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WATER RESOURCES DEPT  
SALEM, OREGON

Deed Of Trust (21371-441)

34 & 35

6 of 7

Cala Farms, Inc.

By: [Signature]  
Donald R. Wirth, President

Attest: [Signature]  
Maryanne S. Wirth, Secretary

STATE OF Oregon )  
County of Linn )ss.

On this 20 day of March, 1997, before me personally appeared Maryanne S. Wirth and Donald R. Wirth, known to me to be the Secretary and President, respectively, of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he/she was authorized to execute said instrument.



[Signature]  
Notary Public for the State of Oregon  
Residing at Eugene, OR  
My commission expires 5-20-1998

Beneficiary acknowledges that this deed of trust is subject to a security interest in favor of AgAmerica, PCB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Beneficiary and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Beneficiary to Bank, provided that pursuant to such agreements and assignments Beneficiary has authority to perform all loan servicing and collection actions and activities hereunder, including without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this deed of trust until the Bank, by instrument recorded in the office in which this deed of trust is recorded, revokes such authority; provided, however, if Bank is the Beneficiary in this transaction, this paragraph is without effect.

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WATER RESOURCES DEPT  
SALEM, OREGON

STATE OF OREGON  
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records.

STEVE DRUCKENMILLER  
Linn County Clerk

By [Signature], Deputy

35  
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MP 260  
PAGE

34 & 35

7 of 7

Recorded at the request of  
VELMA LYDALL  
WHEN RECORDED RETURN TO  
VELMA LYDALL  
31566 WIRTH ROAD  
TANGENT, OREGON 97189

Above space reserved for recording information  
**QUITCLAIM DEED**

APN: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: This instrument, dated the 9<sup>th</sup> day of DEC, 2000, That,

VELMA A. LYDALL,

("Grantor")

does these presents, hereby QUITCLAIM unto herself, VELMA LYDALL, as Trustee of THE VELMA LYDALL REVOCABLE LIVING TRUST, DATED THE 9<sup>th</sup> DAY OF DEC, 2000, VELMA LYDALL, TRUSTEE, having an address of 31566 WIRTH ROAD, TANGENT, OREGON 97189.

("Grantee"),

all of my right, title and interest in and to that certain real property situated in the County of LINN, State of OREGON, and bounded and described as follows:

**LEGAL DESCRIPTION SEE ATTACHED EXHIBIT "A"**

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversion, remainders, rents, issues or profits thereof.

**THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

IN WITNESS WHEREOF, I, VELMA A. LYDALL, sign this deed this 9<sup>th</sup> day of Dec, 2000.

*Velma A. Lydall*  
VELMA A. LYDALL, Grantor.

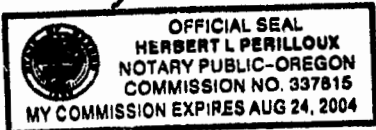
STATE OF OREGON )  
COUNTY OF LINN ) SS.

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

On 9 DEC 2000 personally appeared before me,  
a notary public VELMA A. LYDALL, who acknowledged that  
he executed the above instrument.

*Herbert L. Perilloux*  
notary public

TAXES NO CHANGES



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WATER RESOURCES DEPT  
SALEM, OREGON

41

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EXHIBIT "A"

A part of the James B. Roberts DLC No. 51 and a part of the Edward H. Griffin DLC No. 50 in Township 12 South, Range 3 West and bounded and described as follows: Beginning at a point which is North 2.72 chains distant from the Northeast corner of the Donation Land Claim of Thomas Kendall. Notification No. 2313, Claim No. 48, in Township 12 South of Range 3 West of the Willamette Meridian, in Linn County, Oregon, running thence East 35.13 chains; thence North 11.41 chains; thence West 35.00 chains; thence South 11.41 chains to the place of beginning, containing forty acres, more or less, in Linn County, State of Oregon.

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WATER RESOURCES DEPT  
SALEM, OREGON

8:30 O'clock a.m.

31

DEC 27 2000

STATE OF OREGON  
County of Linn

I hereby certify that the attached  
was received and duly recorded  
by me in Linn County records.

STEVE DRUCKENMILLER  
Linn County Clerk

MF 1145

By SP, Deputy PAGE 336

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S 40  
A 4  
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WARRANTY DEED -- STATUTORY FORM

CALA FARMS, INC., an Oregon corporation, Grantor, conveys and warrants to BYRON C. SCOTT and EDNA J. SCOTT, Trustee under the BYRON C. SCOTT Revocable Living Trust dated December 17, 1990, an undivided one-half interest and EDNA J. SCOTT and BYRON C. SCOTT, Trustee under the EDNA J. SCOTT Revocable Living Trust dated December 17, 1990, an undivided one-half interest, together as tenants in common, Grantees, the following described real property free of encumbrances except as specifically set forth herein situated in Linn County, Oregon:

Linn County Assessor's Acct. No. 0225363:

Beginning on the East line of Section 28 in Township 12, South of Range 3 West of the W.M. in Linn County, Oregon, at a point which is South 11.93 chains distant from the Northeast corner of said Section 28, said point being also the Southeast corner of a 40 acre tract heretofore conveyed to T.B. Cooper, by Bazel W. Cooper and Sarah Cooper, his wife, as appears of record at Page 42, Vol. 74 of Deed Records of Linn County, Oregon, running thence West 33.52 chains, more or less, to the East line of the D.L.C. of Edward H. Griffin, Not. No. 2435, Claim No. 50, said Township and Range, at a point which is South 11.93 chains distant from the Northeast corner of the said Claim No. 50, thence South along the East line of said Claim No. 50, 38.07 chains to the Southwest corner of the North half of Lot No. 3 of said Section 28, thence East 33.72 chains to the Southeast corner of the North half of the Northeast quarter of the Southeast quarter of said Section 28, thence North on the East line of Section 28, 38.07 chains to the place of beginning, containing 128.19 acres, more or less, all situated in Linn County, State of Oregon.

The true consideration for this conveyance is \$202,336.00.

This instrument will 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 approved uses.

Dated this 3rd day of February, 1992.

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WATER RESOURCES DE  
SALEM, OREGON

CALA FARMS, INC.

By: Donald R. Wirth

STATE OF OREGON

County of Linn }  
Personally appeared }  
authorized officer of CALA FARMS, INC., and acknowledged the foregoing deed to be its voluntary act and deed.

ss. Donald R. Wirth, Pres duly



Nancy Williams  
Notary Public for Oregon  
My Commission expires: 4-12-94

CALA FARMS, Inc.  
By: Byron C. Scott, Trustee et al

Byron C. Scott  
32270 Hwy, 50E  
Tangent, OR 97146  
Byron C. Scott, Trustee  
32270 Hwy, 50E  
Tangent, OR 97146

Address for tax statements:

37

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WATER RESOURCES DEPT  
SALEM, OREGON

VOL 1235 PAGE 364

MEMORANDUM OF LAND SALE CONTRACT

Date: November 1, 2001

Velma Lydall, Trustee of the Velma Lydall Revocable Living Trust, dated the 9<sup>th</sup> day of December 2000, Velma Lydall, Trustee, AS SELLER and Donald R. Wirth and Maryanne Wirth, tenants in common, AS BUYER, do hereby acknowledge the execution of a Land Sale Contract, of even date herewith, for the sale and purchase of the following described real property:

A part of the James B. Roberts D. L. C. No. 51 and a part of the Edward H. Griffin D. L. C. No. 50 in Tp. 12 S.R. 3 W. and bounded and described as follows:

Beginning at a point which is North 2.72 chains, distant from the North East Corner of the Donation Land Claim of Thomas Kendall, Notification No. 2313 Claim No. 48. In Township Twelve South of Range Three West of the Willamette Meridian, in Linn County, Oregon; running from thence East 35.13 Chains; thence North 11.41 Chains; thence West 35.00 Chains; thence South 11.41 Chains to the place of beginning, Containing forty acres more or less all in Linn County, State of Oregon.

This Memorandum is executed for recording in the Deed Records of Linn County, Oregon.

The true and actual consideration for this transaction is the sum of \$115,000.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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 APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

THIS INSTRUMENT WILL 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 APPROVED USES.

THE OREGON PROPERTY DISCLOSURE LAW DOES NOT APPLY TO THIS TRANSACTION BECAUSE THE BUYER WILL USE THE PROPERTY FOR PURPOSES

Send tax statements to: Donald R. and Maryanne Wirth, 31144 Wirth Road, Tulelake, CA 95789

After Recording Return to: 73164L 12-8w-2977#400

AmeriTitle

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1 of 2

OTHER THAN A RESIDENCE FOR THE BUYER OR THE BUYER'S SPOUSE, PARENT, OR CHILD.

SELLER:

Velma Lydall, Trustee of the Velma Lydall Revocable Living Trust, dated the 9<sup>th</sup> day of December 2000

By: Velma Lydall  
Velma Lydall, Trustee

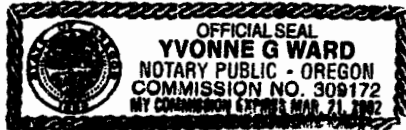
BUYER:

Donald R. Wirth  
Donald R. Wirth

Maryanne Wirth  
Maryanne Wirth

STATE OF OREGON, County of Linn ) ss.

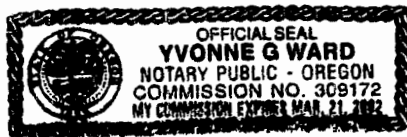
This instrument was acknowledged before me on Nov. 16, 2001 by DONALD R. WIRTH and MARYANNE WIRTH.



Yvonne G Ward  
Notary Public for Oregon  
My Commission Expires: 3/21/02

STATE OF OREGON, County of Linn ) ss.

This instrument was acknowledged before me on Nov. 16, 2001 by Velma Lydall, Trustee of the Velma Lydall Revocable Living Trust, dated the 9<sup>th</sup> day of December 2000, Velma Lydall, Trustee.



Yvonne G Ward  
Notary Public for Oregon  
My Commission expires: 3/21/02

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHOULD BE SENT TO: DONALD R. AND MARYANNE WIRTH, 31144 WIRTH ROAD, TANGENT, OR 97389.

AFTER RECORDING, RETURN TO: Weatherford, Thompson, Ashenfelter & Cowgill, P.C., Attn: Tom Black, P O Box 667, Albany OR 97321

ASSESSOR'S TAX ACCOUNT NO.: \_\_\_\_\_  
(dp: N:\TRANSFER\Cala Farms\Lydall MEMORANDUM.doc)

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SALEM, OREGON

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2 of 2

After Recording Return To:  
Thomas L. Black  
Weatherford, Thompson, et al  
P O Box 667  
Albany, OR 97321

1206 PAGE 144  
Assessor's Account Number:

Until requested otherwise  
send all tax statements to:  
Cala Farms, Inc.  
31144 Wirth Drive  
Tangent, OR 97389

WARRANTY DEED

Donald R. Wirth and Maryanne Wirth to Cala Farms, Inc.

KNOW ALL MEN BY THESE PRESENTS, That Donald R. Wirth and Maryanne Wirth, hereinafter called Grantor, for the consideration hereinafter stated, does hereby convey and warrant to Cala Farms, Inc., Grantee, and unto said Grantees' heirs, successors and assigns all of Grantor's interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Linn, State of Oregon, described as follows,

Parcel 2 of Partition Plat No. 2001-45

SUBJECT TO: All easements, conditions, restrictions and encumbrances listed as exceptions to title by the document by which Grantor received record title to the property; and all easements, conditions, restrictions, and encumbrances created or suffered by the grantor; and all leases entered into by grantor encumbering the property, if any, whether or not of record.

To Have and to Hold the same unto the said Grantee and Grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

In construing this deed and where the contest so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

In Witness Whereof, the Grantor has executed this instrument this 7 day of August, 2001.

*Donald R. Wirth*  
Donald R. Wirth  
*Maryanne Wirth*  
Maryanne Wirth

STATE OF OREGON )  
) ss.  
County of Linn )

This instrument was acknowledged before me on 7 August 2001, by Donald R. Wirth and Maryanne Wirth.



*Debra Pullar*  
Notary Public for Oregon  
My commission expires : 5-4-2005

Donald R. Wirth and Maryanne Wirth  
TO  
Cala Farms, Inc.

[dp:N:\TRANSFER\CalaFarms\Deed2.doc\7/27/01]

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WATER RESOURCES DEPT  
SALEM, OREGON



Grantor's Name and Address:  
Jeffrey L. and Michelle K. Hawkins, as  
tenants by the entirety  
30890 Wirth Rd.  
Shedd, Oregon 97377-9738

After Recording Return To:

1417-310

STATUTORY WARRANTY DEED

Grantee's Name and Address:  
Donald R. Wirth and Maryanne Wirth,  
each as to an undivided 1/2 interest as  
tenants in common  
31144 Wirth Dr.  
Tangent, OR 97389

Send Tax Statements To:  
Donald R. Wirth and Maryanne Wirth,  
each as to an undivided 1/2 interest as  
tenants in common  
31144 Wirth Dr.  
Tangent, OR 97389

Assessor's Account No.:  
225546

Jeffrey L. and Michelle K. Hawkins, husband and wife, as tenants by the entirety, Grantors, convey and warrant to Donald R. Wirth and Maryanne Wirth, each as to an undivided 1/2 interest as tenants in common, Grantees, the following described real property situated in Linn County, Oregon, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

This property is free of encumbrances, except: See Exhibit "B" attached hereto and incorporated herein by this reference.

The true consideration for this conveyance is \$135,645.00 plus an exchange of real property.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 23 day of June, 2003.

After Recording Return To: Holders 12-30-3178-100

A. Justice

*Jeffrey L. Hawkins*  
Jeffrey L. Hawkins

*Michelle K. Hawkins*  
Michelle K. Hawkins

STATE OF OREGON )  
County of Linn ) ss.

This instrument was acknowledged before me on this 23rd day of June, 2003, by Jeffrey L. Hawkins.



*Yvonne G. Ward*  
Notary Public for Oregon  
My Commission Expires: 3/21/08

STATE OF OREGON )  
County of Linn ) ss.

This instrument was acknowledged before me on this 23rd day of June, 2003, by Michelle K. Hawkins.



*Yvonne G. Ward*  
Notary Public for Oregon  
My Commission Expires: 3/21/08

file:WTTY:BRC\Wirth, Don & Maryanne\Hawkins Property Purchase\Statutory Warranty Deed 3.doc

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WATER RESOURCES DEP  
SALEM, OREGON

EXHIBIT 'A'

Beginning at the Northwest corner of Lot No. 2 of Section 31, Township 12 South of Range 3 West of the Willamette Meridian in Linn County, Oregon, and running thence South 18.35 chains along the center of the County Road; thence East 40.00 chains; thence South 2.38 chains; thence East 1.15 chains to the center of the County Road; thence North and Easterly along the center of said County Road to the center of the Calapooia River; thence Northwesterly along the center of said river to a point due East of the place of beginning; thence West 55.35 chains to the place of beginning.

SAVE AND EXCEPT:

Beginning at the Northwest corner of Lot 2, Section 31, Township 12 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; thence South  $00^{\circ}19'09''$  West along the centerline of County Road No. 418 (Driver Road), 1207.80 feet to a 2 inch "PK" nail set over a 1 1/4 inch x 36 inch pipe marking the Southwest corner of that parcel of land described in Deed Volume 876, Page 24 of the Linn County deed records; thence North  $89^{\circ}44'54''$  East along the South line of said deed a distance of 2579.95 feet more or less to a point which is South  $89^{\circ}44'54''$  West, 55.00 feet from a 5/8 inch iron rod, said point being the true point of beginning; thence North  $50^{\circ}28'12''$  East 71.08 feet to a point which is North  $00^{\circ}13'27''$  West 45.00 feet from a 5/8 inch iron rod; thence continuing North  $00^{\circ}13'27''$  West 257.41 feet to a 5/8 inch iron rod; thence North  $89^{\circ}59'05''$  East 376.85 feet to a 5/8 inch iron rod; thence South  $52^{\circ}13'23''$  East 193.66 feet to a point on the Northerly right-of-way of County Road No. 416 (Wirth Road); thence South  $32^{\circ}15'42''$  East 30.21 feet to a 1 1/4" iron pipe on the centerline of said County Road; thence South  $41^{\circ}21'48''$  West along said centerline, a distance of 418.60 feet to a 1 1/4 inch x 36 inch needle bar; thence South  $89^{\circ}44'19''$  West 40.13 feet to a 5/8 inch iron rod on the Northerly right-of-way of said County Road; thence continuing South  $89^{\circ}44'19''$  West 228.98 feet to a 1 1/4 inch x 36 inch needle bar; thence North  $00^{\circ}19'09''$  East 157.08 feet to a 5/8 inch iron rod; thence South  $89^{\circ}44'54''$  West 55.00 feet to the true point of beginning.

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WATER RESOURCES DEPT  
SALEM, OREGON

EXHIBIT 'B'

1. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.
2. Regulations, including levies, liens, assessments, rights of way and easements of the Linn Soil and Water Conservation District.
3. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
4. Any adverse claim based upon the assertion that:
  - (a) Said land, or any part thereof, is now or at any time has been below the ordinary high water mark of the Calapooia River
  - (b) Some portion of said land has been created by artificial means or has accreted to such portion so created
  - (c) Some portion of said land has been brought within or removed from the boundaries thereof by a change in the location of the Calapooia River
5. Such rights and easements for navigation, commerce, recreation and fishery which may exist over that portion of said land lying beneath the waters of Calapooia River.
6. Any encroachments, unrecorded easements, violations of Conditions, covenants, and restrictions, and any other matters which would be disclosed by a correct survey.

STATE OF OREGON  
County of Linn

I hereby certify that the attached  
was received and duly recorded  
by me in Linn County records.

STEVE DRUCKENMILLER  
Linn County Clerk

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R 10  
A 11  
O -

MF 1447

By *JD* Deputy PAGE 310

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WATER RESOURCES DEPT  
SALEM, OREGON

BARGAIN SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That LISA A. WIRTH ALSO KNOWN AS LISA ANN WIRTH; AS TO PARCELS I, II, III; DONALD R., herein called grantor, for the consideration herein stated, does hereby grant, bargain, sell and convey unto LISA A. GORACKE, a married person dealing in her separate property; as to Parcels \*\* herein called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Linn, State of Oregon, described as follows, to wit:

I, II, III; DONALD R. WIRTH AND MARYANNE S. WIRTH, SAME PERSON AS MARYANN WIRTH, HUSBAND AND WIFE AS TO PARCEL IV. SEE ATTACHED EXHIBIT A

WIRTH AND MARYANNE WIRTH, as tenants in common, as to Parcel IV.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0.

However, the actual consideration consists of or includes other property or value given or promised is the whole / part of the consideration.

In construing this deed and where the context so requires, the singular includes the plural and grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 16 day of July, 19 99; if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

Lisa A. Wirth  
Donald R. Wirth  
Maryanne Wirth

STATE OF Oregon SS. July 16 19 99  
COUNTY OF Linn

Personally appeared the above named LISA A. GORACKE, DONALD R. WIRTH

MARYANNE WIRTH

and acknowledged the foregoing instrument to be their voluntary act

Before me:

Notary Public for Oregon

My commission expires 3/31/02



(see):

Grantor: Wirth

Taxes - no change

Grantee: Goracke / Wirth

AFTER RECORDING RETURN TO:  
AMERITITLE/YVONNE

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WATER RESOURCES DEPT  
SALEM, OREGON

After Recording Return To: 12-4w-26 T#1600  
12-3w-32 T#200  
12-3w-31 T#1602  
12-3w-06 T#500  
12-3w-07 T#203  
AMERITITLE

52-60  
3 of 3

VGL 1049-297

Order No. 068340L  
Page 6

Exhibit 'A'

TRACT I:

Beginning at the Northwest corner of Section 6 in Township 13 South, Range 3 West of the Willamette Meridian; thence South along the section line 990 feet; thence East 522.75 feet to the West line of the railroad right of way; thence North along the railroad right of way 1270.50 feet; thence West 522.75 feet to the West line of Section 31, Township 12 South, Range 3 West of the Willamette Meridian; thence South along section line 280.50 feet to the place of beginning.

Also, commencing at the Southeast corner of Section 36, Township 12 South, Range 4 West of the Willamette Meridian; thence North 80 rods to the Southeast corner of the North half of the Southeast quarter of said section; thence West 137.14 rods; thence South 140 rods; thence East 137.14 rods; thence North 60 rods along the East line of Section 1, Township 13 South, Range 4 West of the Willamette Meridian to the place of beginning.

TRACT II:

Beginning on the West line of and North  $0^{\circ}05'25''$  West 1161.32 feet from the Southwest corner of the Northeast quarter of Section 7 in Township 13 South and Range 3 West of the Willamette Meridian in Linn County, Oregon; and running thence North  $18^{\circ}18'50''$  West a distance of 1145.00 feet; thence North  $36^{\circ}08'05''$  West 505.81 feet to the southerly right-of-way of Market Road No. 13; thence North  $89^{\circ}13'00''$  East 655.74 feet; thence North  $89^{\circ}52'15''$  East 893.70 feet; thence southeasterly along a 686.20 foot radius curve right 530.16 feet (the long chord of which bears South  $67^{\circ}59'45''$  East 517.07 feet); thence South  $45^{\circ}51'45''$  East 250.00 feet; thence South  $17^{\circ}08'00''$  West 1424.78 feet; thence South  $89^{\circ}52'15''$  West 1028.20 feet; thence North  $25^{\circ}49'40''$  West 257.92 feet to the true place of beginning.

TRACT III:

Beginning at an iron pipe in the center of a County Road on the North line of and East 23.17 chains distant from the Northwest corner of the Donation Land Claim of Vineyard C. Brock Being Notification No. 2044 and Claim No. 56 in Township 12 South, Range 3 West of the Willamette Meridian, and Claim No. 49 in Township 13 South, Range 3 West of the Willamette Meridian, Oregon, running thence South 15' West along the center of said road 18.00 chains, thence East parallel with the North line of said road 29.41 chains to the center of Calapooia Creek thence down the center of said creek as follows: North  $40^{\circ}$  East 6.00 chains, North  $30^{\circ}$  East 3.18 chains North  $41-1/2^{\circ}$  West 4.60 chains, North  $5-1/4^{\circ}$  East 4.70 chains, North  $78-1/2^{\circ}$  East 4.70 chains, North  $17-1/4^{\circ}$  East 6.20 chains to the North line of said Claim No. 56, thence West 20.00 chains to the place of beginning, save and excepting therefrom a roadway 20 feet wide being 10 feet on each side of the following described line: Beginning 15 feet South of the Northwest corner of the above described tract thence East parallel with the North line of said tract 17.85 chains to an iron pipe, thence South  $55^{\circ}50'$  East to the center of Calapooia Creek.

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WATER RESOURCES DEPT  
SALEM, OREGON

52-40

2 of 3

Order No. 068340L  
Page 7

Exhibit 'A' - continued

TRACT IV:

Beginning at the Northwest corner of the Vinyard C. Brock Donation Land Claim No. 56, Township 12 South, Range 3 West of the Willamette Base and Meridian, Linn County, Oregon; thence South along the West line of said Claim 40.10 chains to the South line of that parcel described as Tract III in deed recorded in Book 238, Page 498, Linn County Deed Records; thence along the lines of said parcel, West 13.37 chains to the center of the County Road and North 11° 45' East along the center of said road to a point which is 337.0 feet South 11° 45' West of the Southwest corner of the Mercer Thompson Donation Land Claim No. 47; thence East 140 feet; thence North 192.87 feet; thence West 29.88 feet to the center of the County Road; thence North 11° 45' East 140 feet to the Southwest corner of said Claim No. 47; thence North along the West line of said Claim No. 47, 805 feet; thence East 9.18 chains; thence South 805 feet to the point of beginning.

STATE OF OREGON  
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records.

STEVE DRUCKENMILLER  
Linn County Clerk

*[Signature]*, Deputy

MP 1049  
PAGE 296

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SALEM, OREGON



52-60

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After Recording, Return to:  
Donald R. Wirth  
31144 Wirth Rd.  
Tangent, Or. 97389

Until a change is requested, tax statements shall be sent to the following address:  
See Above

**STATUTORY WARRANTY DEED**  
(Individual)

(Above Space Reserved for Recorder's Use)

JOHN R. KOOS AND SONS, partnership consisting of ROGER C. KOOS, HOWARD D. KOOS AND LEROY E. KOOS  
conveys and warrants to  
DONALD R. WIRTH AND MARYANNE WIRTH, husband and wife

the following described real property in the State of Oregon and County of Linn  
free of encumbrances, except as specifically set forth herein:  
(Continued)

AFTER RECORDING RETURN TO:  
OREGON TITLE INSURANCE CO

Tax Account Number(s): 0286209, 0286217, 0286241  
This property is free of encumbrances, EXCEPT:  
(Continued)

The true consideration for this conveyance is \$285,000.00

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 14th day of November, 2001.

Roger C. Koos  
Roger C. Koos

Howard D. Koos  
Howard D. Koos

Leroy E. Koos  
Leroy E. Koos

STATE OF OREGON, COUNTY OF Linn)ss.  
The foregoing instrument was acknowledged before me this 14th day of November, 2001, by JOHN R. KOOS AND SONS, partnership consisting of ROGER C. KOOS, HOWARD D. KOOS AND LEROY E. KOOS.

[Signature]  
Notary Public for Oregon  
My Commission Expires: 3-12-04



Order No.: 242101

13-3W-7-400,500,600

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SALEM, OREGON

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STATUTORY WARRANTY DEED  
(Continued)

ENCUMBRANCES (Continued)

VOL. 1234 PAGE 134

Order No.: 242101

1. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.  
Account No. : 286209, 286217, 286241, 225413
  
2. An easement created or disclosed by instrument, including the terms and provisions thereof,  
Dated : April 2, 1917  
Recorded : April 12, 1917, Book 111, page 393  
In favor of : property owners adjacent to the South boundary of Parcel V  
For : right-of-way  
Affects : West 24 feet of Parcels I, II and III
  
3. An easement created or disclosed by instrument, including the terms and provisions thereof,  
Dated : February 11, 1965  
Recorded : February 11, 1965, Book 307, page 829  
In favor of : Pacific Power & Light Company  
For : Electric transmission and distribution line and appurtenances  
Affects : West 24 feet of Parcels II and III
  
4. Any adverse claim based on the assertion that any portion of the subject land has been removed from, or brought within, the subject land's boundaries by the process of accretion or reliction or any change in the location of Calapooia River.
  
5. Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.
  
6. Rights of the public, riparian owners and governmental bodies as to the use of the waters of Calapooia River and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.
  
7. Any right, interest or claim which may exist or arise by reason of the fact that a road, walk, trail, path or other means of access extends over a portion of the subject land and is used by the public for access to and from Calapooia River.

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STATUTORY WARRANTY DEED  
(CONTINUED)

LEGAL DESCRIPTION (Continued)

VOL 1234 PAGE 135

Order No.: 242101

PARCEL I:

Beginning at a point on the East line of the right-of-way of the Oregon and California Railroad, which is South 89°51' East 9.32 chains and North 30.83 chains distant from the Southwest corner of Section 7; thence North along the East line of said right-of-way 9.07 chains to the North line of the Southwest quarter of Section 7; thence South 89°51' East 31.20 chains to the Northeast corner of said Southwest quarter of Section 7; thence South 20° East 9.07 chains along the east line of the Southwest quarter of Section 7; thence North 89°51' West parallel with the South line of Section 7, 31.25 chains to the place of beginning.

EXCEPTING THEREFROM: Beginning at the point of intersection of the East line of the Oregon and California Railroad right-of-way with the East and West quarter section line running through Section 7, being 607 feet East of the quarter section corner on the West line of Section 7; thence East 15 feet to a point; thence South parallel to and 15 feet from the Easterly line of the Oregon and California Railroad right-of-way 1075 feet to a point; thence West 15 feet to the place of beginning.

PARCEL II:

Beginning at a point on the East line of the Oregon and California Railroad right-of-way, which is South 89°51' East, 9.32 chains and North 21.46 chains from the Southwest corner of Section 7; thence North 9.37 chains along the East line of said right-of-way; thence South 89°51' East, 31.26 chains parallel with the South line of said Section 7 to the East line of the Southwest quarter of said Section 7; thence South 0°21' East, 9.37 chains to the East line of the Southwest quarter of Section 7; thence North 89°51' West, 31.32 chains parallel with the South line of Section 7 to the place of beginning.

EXCEPTING THEREFROM the following: Commencing at the Southwest corner of the above described premises and running thence North along the West line thereof a distance of 208 feet; thence Easterly and parallel with the South line of said tract 417 feet; thence South parallel with the West line of said tract 208 feet to said South line; thence Westerly along the South line to the place of beginning.

FURTHER EXCEPTING THEREFROM: Beginning at the point of intersection of the East line of the Oregon and California Railroad right-of-way with the East and West quarter section line running through Section 7, being 607 feet East of the quarter section corner on the West line of Section 7; thence East 15 feet to a point; thence South parallel to and 15 feet from the Easterly line of the Oregon and California Railroad right-of-way 1075 feet to a point; thence West 15 feet to the place of beginning.

PARCEL III:

Beginning on the East line of the Oregon and California Railroad right-of-way South 89°51' East 9.32 chains and North 11.78 chains from the Southwest corner of Section 7; thence North 9.68 chains along the East line of said right-of-way; thence South 89°51' East, 30.32 chains parallel with the South line of Section 7 to the East line of the Southwest quarter of Section 7; thence South 0°20' East, 9.68 chains; thence North 89°51' West, 31.38 chains parallel with the South line of Section 7 to the place of beginning.

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WATER RESOURCES DEPT  
SALEM, OREGON

STATE OF OREGON  
County of Linn

I hereby certify that the attached  
was received and duly recorded  
by me in Linn County records.

STEVE DRUCKENMILLER  
Linn County Clerk

By *D. J. M.*, Deputy

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MP 1234

PAGE 133

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2007 NOV 14 A 11:48

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Customer/Note No: 21502 - 442

After Recording Return to: Farm Credit Services - Harrisburg  
120 Smith Street  
PO Box 285  
Harrisburg, OR 97446

Deed of Trust

On November 1, 2001, Donald R. Wirth and Maryanne S. Wirth, same person as Maryanne Wirth, husband and wife, hereinafter called Grantors, whose address is

31144 Wirth Rd  
Tangent, OR 97389

grant, convey, warrant, transfer and assign to Oregon Title Insurance Company, a corporation, hereinafter called Trustee, whose address is 220 SW Fifth Avenue, PO Box 62, Albany, OR 97321, in trust with power of sale for the benefit of Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, property in Linn County(ies), State of Oregon, more particularly described as follows:

13 300 7-400, 500, 600  
AFTER RECORDING RETURN TO OREGON TITLE INSURANCE CO

PARCEL I:

Beginning at a point on the East line of the right-of-way of the Oregon and California Railroad, which is South 89°51' East 9.32 chains and North 30.83 chains distant from the Southwest corner of Section 7; thence North along the East line of said right-of-way 9.07 chains to the North line of the Southwest quarter of Section 7; thence South 89°51' East 31.20 chains to the Northeast corner of said Southwest quarter of Section 7; thence South 20° East 9.07 chains along the east line of the Southwest quarter of Section 7; thence North 89°51' West parallel with the South line of Section 7, 31.25 chains to the place of beginning.

EXCEPTING THEREFROM: Beginning at the point of intersection of the East line of the Oregon and California Railroad right-of-way with the East and West quarter section line running through Section 7, being 607 feet East of the quarter section corner on the West line of Section 7; thence East 15 feet to a point; thence South parallel to and 15 feet from the Easterly line of the Oregon and California Railroad right-of-way 1075 feet to a point; thence West 15 feet to the place of beginning

PARCEL II:

Beginning at a point on the East line of the Oregon and California Railroad right-of-way, which is South 89°51' East, 9.32 chains and North 21.46 chains from the Southwest corner of Section 7; thence North 9.37 chains along the East line of said right-of-way; thence South 89°51' East, 31.26 chains parallel with the South line of said Section 7 to the East line of the Southwest quarter of said Section 7; thence South 0°21' East, 9.37 chains to the East line of the Southwest quarter of Section 7; thence North 89°51' West, 31.32 chains parallel with the South line of Section 7 to the place of beginning.

EXCEPTING THEREFROM the following: Commencing at the Southwest corner of the above described premises and running thence North along the West line thereof a distance of 208 feet; thence Easterly and parallel with the South line of said tract 417 feet; thence South parallel with the West line of said tract 208 feet to said South line; thence Westerly along the South line to the place of beginning.

FURTHER EXCEPTING THEREFROM: Beginning at the point of intersection of the East line of the Oregon and California Railroad right-of-way with the East and West quarter section line running through Section 7, being 607 feet East of the quarter section corner on the West line of Section 7; thence East 15 feet to a point; thence South parallel to and 15 feet from the Easterly line of the Oregon and California Railroad right-of-way 1075 feet to a point; thence West 15 feet to the place of beginning.

PARCEL III:

Beginning on the East line of the Oregon and California Railroad right-of-way South 89°51' East 9.32 chains and North 11.78 chains from the Southwest corner of Section 7; thence North 9.68 chains along the East line of said right-of-way; thence South 89°51' East, 30.32 chains parallel with the South line of Section 7 to the East line of the Southwest quarter of Section 7; thence South 0°20' East 9.68 chains; thence North 89°51' West, 31.38 chains parallel with the South line of Section 7 to the place of beginning.

PARCEL IV:

Parcel 1 of PARTITION PLAT 2001-45, in the Northwest quarter and the South 1/2 of Section 29, and the East 1/2 of Section 30 and the Northwest 1/4 of Section 32, Township 12 South, Range 3 West, Willamette Meridian, in the County of Linn and State of Oregon.

Levy Code	Account No.	Map No.
552-04	R286209	135-03W-07/400
552-04	R286217	135-03W-07/500

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Deed Of Trust (21502-442)

WATER RESOURCES DEPT  
SALEM, OREGON



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552-04 R286241 13S-03W-07/600  
 552-04 225413 12S-03W-29/500;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Grantors under the terms of the Loan Documents and any amounts expended by Beneficiary to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Grantors to the order of Beneficiary, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
November 1, 2001	\$ 505,800.00	January 1, 2022

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Grantors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Grantors authorize Beneficiary to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Grantor.
2. That this deed of trust also constitutes a Security Agreement granting Beneficiary a security interest in any and all personal property described above.
3. To keep all buildings and other improvements, now or hereafter existing, in good repair; not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property; and Beneficiary shall have the right to enter upon the Property to make full inspection of the Property.
4. To maintain casualty insurance, naming Beneficiary as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located, in whole or in part, within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Beneficiary satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Beneficiary.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this deed of trust, except as stated above.
6. To specifically assign and deliver to Beneficiary all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; Beneficiary may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and application or release of such amounts shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Beneficiary; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Beneficiary access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary

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to Grantors or to any other person); to forward copies of any notices received from any environmental agencies to Beneficiary; to provide Beneficiary copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Beneficiary, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.

8. That neither Grantors nor, to the best of Grantors' knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Grantor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this deed of trust, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); not to apply or enter into any federal, state or local program which limits or restricts the use of the Property, in any way without prior written consent of Beneficiary; to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this deed of trust, naming Beneficiary as an assignee shall be for security purposes and shall not alter Grantors' obligations hereunder; and any failure of Grantors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, conveyed or waived to Trustee or Beneficiary, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Beneficiary shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Grantors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this deed of trust.
11. To execute any instrument deemed necessary by the Beneficiary to assign, convey or waive such Grazing Rights to the Trustee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Beneficiary copies of any notices received by Grantors regarding the Grazing Rights; and in the event of foreclosure of this deed of trust, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at Trustee's or foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Grantors shall comply with the terms and provisions of said laws, regulations and contracts; Grantors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Beneficiary their attorney-in-fact to select and designate the portion of the property to be subject to a recordable contract, in the event Grantors become subject to the excess land limitation; if Grantors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Grantors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Grantors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Grantors shall execute a supplemental deed of trust on such lands in favor of the Beneficiary; and failure to execute such deed of trust on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Beneficiary may, at its option, perform the same, in whole or in part; any advances, attorney fees or costs, paid or incurred by Beneficiary to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the obligation secured by this deed of trust.
14. That the indebtedness and obligations secured by this deed of trust are personal to the Grantors and are not assignable by Grantors; Beneficiary relied upon the credit of Grantors, the interest of Grantors in the Property and the financial market conditions then existing when making this loan; if Grantors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Beneficiary, or if Grantors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property

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SALEM, OREGON

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is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Grantors, or if Grantors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Grantors shall be in default hereunder.

15. That time is of the essence and in the event of default, at Beneficiary's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Beneficiary shall have the right to foreclose the lien of this deed of trust or to direct Trustee, in writing, to foreclose this deed of trust by notice and sale, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and to deliver them to Beneficiary to be applied as provided above and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That Beneficiary may from time to time, in writing and without further notice or consent, release any person from liability for payment of any of the indebtedness or extend the time or otherwise alter the terms of payment of any of the indebtedness; and Trustee may, with written consent of Beneficiary, at any time and from time to time, and without affecting the liability of any person:
  - a. Join in any subordination or other agreement affecting this deed of trust or lien or charge thereof.
  - b. Reconvey, without warranty, any or all of the Property.
17. That after all sums secured hereby have been paid, upon receipt of the deed of trust and note and payment of its fees, Trustee shall reconvey without warranty the Property, as provided by law. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
18. That, in the event of foreclosure of this deed of trust by notice and sale, the power of sale shall be exercised by the Trustee according to and under the authority of the law pertaining to deeds of trust then in effect in the state in which the Property is situated; Trustee shall deliver to purchaser its deed, without warranty, containing recitals demonstrating compliance with the requirements of such law.
19. To surrender possession of such premises within the time period provided by law; in the event Beneficiary is purchaser of the Property and possession is not delivered, as provided by law, to pay Beneficiary the costs and the expenses, including reasonable attorney fees, incurred in any suit or action by Beneficiary to obtain possession of the premises.
20. That Trustee accepts this trust when this deed, duly executed and acknowledged is recorded as provided by law; any Trustee lawfully appointed by Beneficiary as a substitute or successor Trustee shall succeed to all the powers and duties of the Trustee named herein. Trustee is not obligated to notify any party hereto of the pending sale under any other deed of trust or any action or proceeding in which Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.
21. That as used herein, the term "deed of trust" shall be synonymous with the terms "trust indenture" and "trust deed"; the term "Grantors" shall be synonymous with the term "Trustors" as used in any of the laws of the state in which the Property is situated; the term "Beneficiary" shall mean the holder and owner of any Note secured hereby, or if any Note(s) has been pledged, the pledgee thereof.
22. That the failure of Beneficiary to exercise any right or option provided herein, at any time shall not preclude Beneficiary from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Beneficiary or on Trustee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the deed of trust shall be construed as though such provision had been omitted.
23. That Grantors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this deed of trust.
24. That Grantors further subject any right, title and leasehold interest they may have under terms of an oral Farm Lease, between Donald R. Wirth, as Lessor and Cala Farms, Inc., as Lessee, to the lien of this deed of trust.

  
Donald R. Wirth

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SEP 18 2007  
WATER RESOURCES DEPT  
SALEM, OREGON

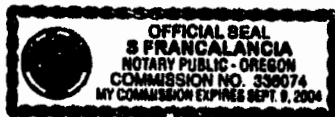
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not 7

Maryanne S. Wirth  
Maryanne S. Wirth

STATE OF Oregon )  
 )ss.  
County of Linn )

On this 1st day of November, 2001, before me personally appeared Donald R. Wirth, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



S. Francalancia  
Notary Public for the State of Oregon  
Residing at Harrisburg, OR  
My commission expires 9-8-04

STATE OF Oregon )  
 )ss.  
County of Linn )

On this 1st day of November, 2001, before me personally appeared Maryanne S. Wirth, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



S. Francalancia  
Notary Public for the State of Oregon  
Residing at Harrisburg, OR  
My commission expires 9-8-04

Beneficiary acknowledges that this deed of trust is subject to a security interest in favor of AgAmerica, FCB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Beneficiary and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Beneficiary to Bank, provided that pursuant to such agreements and assignments Beneficiary has authority to perform all loan servicing and collection actions and activities hereunder, including without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this deed of trust until the Bank, by instrument recorded in the office in which this deed of trust is recorded, revokes such authority; provided, however, if Bank is the Beneficiary in this transaction, this paragraph is without effect.

STATE OF OREGON  
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records.

STEVE DRUCKENMILLER  
Linn County Clerk

By SDM, Deputy

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PAGE 136

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7<sup>+</sup> of 7

8

AFTER RECORDING RETURN TO:  
AmeriTitle  
ATTN: Yvonne Ward  
300 Ellsworth SW  
Albany, OR 97321

UNTIL A CHANGE IS REQUESTED ALL TAX  
STATEMENTS SHALL BE SENT TO:  
Cala Farms, Inc., c/o Donald R. Wirth  
31144 Wirth Road  
Tangent, OR 97389

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, STEVEN DAVIS, DEBBIE SPEERS, and DELORES MESPELT, each as to an undivided 1/3 interest therein, as tenants in common, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto CALA FARMS, INC., an Oregon corporation, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Linn, State of Oregon, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.  
And the grantor hereby covenants to and with the said grantee and grantee's heirs, successors and assigns that said real property is free from encumbrances created or suffered thereon by grantor and that grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$315,000.00.  
In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument on December 11, 1997.

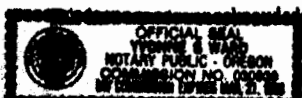
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

Steven Davis  
Steven Davis

Debbie Speers  
Debbie Speers

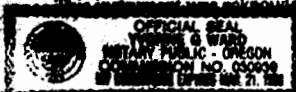
Delores Mespelt  
Delores Mespelt

STATE OF OREGON, County of Linn ) ss.



This instrument was acknowledged before me on Dec 11, 1997, by Steven Davis.  
Ann Marie O'Leary  
Notary Public for Oregon  
My commission expires: 3/31/98

STATE OF OREGON, County of Linn ) ss.



This instrument was acknowledged before me on Dec 11, 1997, by Debbie Speers.  
Ann Marie O'Leary  
Notary Public for Oregon  
My commission expires: 3/31/98

STATE OF OREGON, County of Linn ) ss.



This instrument was acknowledged before me on Dec 11, 1997, by Delores Mespelt.  
Ann Marie O'Leary  
Notary Public for Oregon  
My commission expires: 3/31/98

GRANTOR'S NAME AND ADDRESS:  
Steven Davis et al.  
2723 Ellsworth Road  
Albany, OR 97327  
Linn County Tax Account No: 28777

GRANTEES NAME AND ADDRESS:  
Cala Farms, Inc., c/o Donald R. Wirth  
31144 Wirth Road  
Tangent, OR 97389

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WATER RESOURCES DEPT  
SALEM, OREGON

ORIGINAL FILED IN 13-310-17-18328

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1 of 2

Exhibit 'A'

Beginning at the Southwest corner of the Donation Land Claim of R.W. Elder, Notification No. 2048, Claim No. 51, Township 13 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; running thence East 40 chains, thence North 50 chains to a stone; thence West 40 chains to a stone on the West line of said Donation Land Claim, thence South 50 chains to the point of beginning.

SUBJECT TO:

1. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.
2. Regulations, including levies, liens, assessments, rights of way and easements of the Linn Soil and Water Conservation District.
3. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
4. Rights of the public, riparian owners and of governmental bodies in that portion of the above described property lying below the high water mark of an unnamed creek as to the use of the waters and the natural flow thereof.

RECEIVED

SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON

STATE OF OREGON  
County of Linn

I hereby certify that the attached was recorded and duly recorded by me in Linn County records.

STEVE DALCKENMILLER  
Linn County Clerk

By *[Signature]*, Deputy

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WARRANTY DEED

VOL 464 PAGE 721

THIS INDENTURE WITNESSETH, That HUGH S. DICKSON, aka HUGH DICKSON and INA NADYNE DICKSON, aka I. Nadyne Dickson, husband and wife, hereinafter called Grantor, conveys to DONALD R. WIRTH and MARYANNE WIRTH

all that real property situated in Linn County, State of Oregon, described as:

Beginning at the Northwest corner of the Southeast quarter of Section 18, Township 13 South, Range 3 West, Willamette Meridian, Linn County, Oregon. Thence along the North line of said Southeast quarter of Section 18, South 89° 41' 30" East 1569.76 feet to a 1/2" iron rod; thence South 1° 32' 09" East, along the center of a roadway, 713.99 feet to a 1/2 inch iron rod; thence North 89° 41' 30" West 191.99 feet to a 1/2 inch iron rod; thence South 0° 00' 57" West, parallel with the West line of said Southeast quarter of Section 18, 1932.94 feet to a 1/2 inch iron rod on the South line of said Section 18; thence along said South line, North 89° 43' 05" West 72.91 feet to a 1/2 inch iron rod at the Northeast corner of the Northwest quarter Northeast quarter of Section 19 in said Township and Range; thence South 0° 09' 44" West 1322.88 feet to the Southeast corner of said Northwest quarter Northeast quarter; thence North 89° 44' 47" West 1323.70 feet to the Southwest corner of said Northwest quarter Northeast quarter; thence along the West line of said Northwest quarter Northeast quarter, North 0° 07' 11" East 898.70 feet to a 1 1/2 inch iron pipe; thence North 89° 41' 20" East 2014.27 feet to a 1/2 inch iron rod; thence North 0° 01' 08" West, parallel with the Easterly line of the Southern Pacific Railroad, 374.22 feet to a 1/2 inch iron rod; thence South 89° 58' 52" West 39.60 feet to a 1/2 inch iron rod on the Easterly line of the Southern Pacific Railroad; thence along said Easterly line, North 0° 01' 08" West 1079.99 feet to a 1/2 inch iron rod; thence South 89° 41' 30" East 1074.84 feet to a 1/2 inch iron rod; thence North 0° 07' 40" East 1617.96 feet to the North line of the Southwest quarter of said Section 18; thence along said North line, South 89° 41' 30" East 978.00 feet to the point of beginning. Containing 232.75 acres, more or less, and subject to the rights of the public in roadways.

Subject to easements, restrictions and reservations of record.

and covenants that grantor is the owner of the above described property free of all encumbrances except those stated above, if any, and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ 209,475.00

Until a change is requested, all tax statements shall be forwarded to the following address:

Donald R. Wirth  
Tangent, OR 97389

RECEIVED

Dated this 28th day of May, 1976

SEP 18 2007

WATER RESOURCES DEPT  
-SALEM, OREGON

(SEAL) Hugh S. Dickson (SEAL)  
HUGH S. DICKSON

(SEAL) I. Nadyne Dickson (SEAL)  
I. NADYNE DICKSON

STATE OF OREGON

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

County of Linn } ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock .M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ Record of Deeds of said County.

On the date noted above, personally appeared the above named Grantor(s) and acknowledged the foregoing instrument to be their voluntary act. Before me:

Witness my hand and seal of County affixed.

*Notary Public for Oregon*  
Notary Public for Oregon

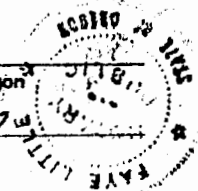
By \_\_\_\_\_ COUNTY CLERK-RECORDER DEPUTY

My Commission expires 9/23/77

After recording return to:

Donald R. Wirth

FROM THE LAW OFFICE OF  
JOHN A. BOOCK  
DONALD P. REILING  
231 S. ELLSWORTH  
ALBANY, OREGON



1 of 1  
65

WARRANTY DEED (INDIVIDUAL)

HERBERT ANDREW MOORE AND CAROL ELAINE MOORE, hereinafter called grantor, convey(s) to CALA FARMS, INC., an Oregon Corporation all that real property situated in the County of LINN, State of Oregon, described as:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

RECEIVED

SEP 18 2007

WATER RESOURCES DEPT SALEM, OREGON

RESERVING UNTO THE GRANTOR a personal and nonassignable exclusive life estate in the Grantor to the free use, enjoyment and occupancy of his mobile home and barn situated on the real property, including the immediate one (1) acre surrounding said improvements.

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except SEE ATTACHED EXHIBIT A FOR ENCUMBRANCES

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ 201,500.00

Dated this 30 day of MAY, 1996.

This instrument will 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 Dept. to verify the approved use and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.070.

Herbert Andrew Moore HERBERT ANDREW MOORE Carol Elaine Moore CAROL ELAINE MOORE

STATE OF OREGON, County of LINN ) ss.

MAY 30, 1996 personally appeared the above named HERBERT ANDREW MOORE AND CAROL ELAINE MOORE and acknowledged the foregoing instrument to be THEIR voluntary act and deed.



Before me: [Signature] Notary Public for Oregon My commission expires 3/31/98

The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume. If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is part of the/the whole consideration." (Indicate which)

After Recording Return to: 13-300-17 TR#500 102098L Admitts

WARRANTY DEED (INDIVIDUAL) MOORE TO CALA FARMS, INC.

After Recording Return to: TAX STATEMENTS CALA FARMS, INC. 31194 Wirth Road Tangent, OR 97389

STATE OF OREGON, ) County of ) ss. I certify that the within instrument was received for record on the day of 19, at o'clock M. and recorded in book on page Records of Deeds of said County. Witness my hand and seal of County affixed. Title By Deputy



69-71

1 of 3

## Exhibit 'A'

Beginning at a one-half inch iron rod on the North line of and South 89°42' East 23.779 chains from the Northwest corner of the Southeast quarter of Section 18, Township 13 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence South 1°32' East along the center line of a roadway, a distance of 10.818 chains; thence North 89°42' West 2.909 chains; thence South, parallel with the West line of the Southeast quarter of said Section 18, a distance of 29.88 chains to the South line of Section 18; thence East 58.84 chains to the Southeast corner of the Southwest quarter of Section 17; thence North to the Northeast corner of the Southwest quarter of Section 17; thence West 56.22 chains, more or less, to the place of beginning.

EXCEPT THEREFROM: Beginning at a one-half inch iron rod on the North line of and South 89°42' East 23.779 chains from the Northwest corner of the Southeast quarter of Section 18, Township 13 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence running South 1°32' East along the center of a roadway a distance of 10.818 chains, to the point of beginning; thence North 89°42' West 2.909 chains; thence South, parallel with the West line of the Southeast quarter of said Section 18, a distance of 29.88 chains to the South line of Section 18; thence East 58.84 chains to the Southeast corner of the Southwest quarter of Section 17; thence North, parallel to the East line of Section 18, 11.909 chains; thence West 53.113 chains, parallel to the South lines of Sections 17 and 18 in said Township and Range; thence North 17.379 chains, parallel to the West boundary line of said Section 17; thence West to the true point of beginning.

RECEIVED

SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON

69-71

2 of 3

As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

Regulations, including levies, liens, assessments, rights of way and easements of the Linn Soil and Water Conservation District.

The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.

Rights of the public, riparian owners and of governmental bodies in that portion of the above described property lying below the high water mark of an unnamed creek.

An easement created by instrument, including the terms and provisions thereof,  
 Dated : January 16, 1947  
 Recorded : February 26, 1947 Book: 190 Page: 23  
 In Favor of: Mountain States Power Company, a Delaware corporation, its successors and assigns  
 For : Electric power line

An easement created by instrument, including the terms and provisions thereof,  
 Dated : July 14, 1966  
 Recorded : August 16, 1966 Book: 318 Page: 634  
 In Favor of: Hugh S. Dixon and I. Nadyne Dickson  
 For : Irrigation pipeline

Memorandum of Oil and Gas Lease, including the terms and provisions thereof,  
 Dated : February 24, 1975  
 Recorded : September 8, 1975 MF Volume: 115 Page: 665  
 Lessor : Melvin J. Hansen and Linda L. Hansen, husband and wife  
 Lessee : Mobil Oil Corporation, a New York Corporation

The Lessee's interest in the above lease was assigned by instrument,  
 Recorded : September 8, 1987 MF Volume: 482 Page: 822  
 To : Wolverine Exploration Company (formerly American Quasar Petroleum Co. of New Mexico)

The Lessor's interest in the above lease was assigned by instrument,  
 Recorded : August 13, 1988 MF Volume: 477 Page: 838  
 To : Herbert Andrew Moore and Carol Elaine Moore

An easement created by instrument, including the terms and provisions thereof,  
 Dated : April 28, 1977  
 Recorded : September 23, 1977 MF Volume: 178 Page: 360  
 In Favor of: Richard F. Cauthorn and Sheila L. Cauthorn, husband and wife  
 For : Right of way purposes

Financing statement, filed with the Secretary of State.  
 File No. : 28148,  
 Filed : December 21, 1982  
 From : Cala Farms, Inc., Donald R. Wirth and Maryanne Wirth  
 To : The Bank of California

Amended,  
 Filed November 21, 1984  
 Filed December 11, 1985  
 Filed December 22, 1986  
 Filed November 6, 1988

Continuation,  
 Filed June 26, 1987  
 Filed September 8, 1992

Financing statement, filed with the Secretary of State.  
 File No. : 28433,  
 Filed : December 9, 1987  
 From : Cala Farms, Inc.  
 To : The Bank of California, N.A.

Continuation, Filed July 21, 1993

Unrecorded Lease, including the terms and provisions thereof, as disclosed by Memorandum of Lease,  
 Dated : March 22, 1991  
 Recorded : April 10, 1991 MF Volume: 559 Page: 417  
 Lessor : Herbert Andrew Moore and Carol Elaine Moore  
 Lessee : Cala Farms, Inc., an Oregon Corporation

Said instrument contains an Option to Purchase.

RECEIVED

SEP 18 2007

WATER RESOURCES DEP  
 SALEM, OREGON

STATE OF OREGON  
 County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records.

STEVE DRACENHILLER  
 Linn County Clerk No. 806

By PH, Deputy PAGE 346

Nov 31 11 23 AM '96

69-71

3 of 3

185501

AFTER RECORDING RETURN TO: OREGON TITLE INSURANCE COMPANY

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Herbert Andrew Moore and Carol Elaine Moore, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto Cala Farms, Inc., an Oregon corporation, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in the County of LINN, State of Oregon, described as follows, to-wit:

THE PURPOSE OF THIS DEED IS TO EXCLUDE FROM THE ABOVE GRANTORS' LIFE ESTATE AS RESERVED IN WARRANTY DEED RECORDED May 31, 1996 in Volume 806, page 346, ALL THAT PROPERTY LYING OUTSIDE THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF Section 18, Township 13 South, Range 3 West of the Willamette Meridian, in the County of Linn, State of Oregon.

RECEIVED

SEP 18 2007

WATER RESOURCES DEP  
SALEM, OREGON

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0.

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 20 day of March, 1997; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

THIS INSTRUMENT WILL 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 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS OR LAWSuits AGAINST FURNING OR FOREST PRACTICES AS DEFINED IN ORS 30800.

Herbert Andrew Moore  
Herbert Andrew Moore

Carol Elaine Moore  
Carol Elaine Moore

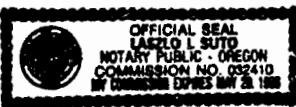
STATE OF OREGON, County of Linn ss.

This instrument was acknowledged before me on March 20, 1997, by Herbert Andrew Moore and Carol Elaine Moore.

This instrument was acknowledged before me on March 20, 1997, by \_\_\_\_\_

ss \_\_\_\_\_

of \_\_\_\_\_



[Signature]  
Notary Public for Oregon

My commission expires 5-20-1998

Herbert Andrew Moore, et ux

---

Grantor's Name and Address

Cala Farms, Inc., an OR corp.  
c/o Farm Credit Services  
120 Smith St./P.O. Box 285  
Harrisburg, Oregon's Name and Address OR 97446

After recording return to (Name, Address, City)

Cala Farms, Inc.  
c/o Farm Credit Services  
P.O. Box 285, Harrisburg, OR 97446

Mail returned otherwise send all tax statements to (Name, Address, City)

NO CHANGES

STATE OF OREGON, 10  
35

STATE OF OREGON  
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records, on Mar 20 2 57 PM '97

STEVE DRUCKENMILLER  
Linn County Clerk

By [Signature] Deputy PAGE 259

Witness my hand and seal of County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

By \_\_\_\_\_, Deputy

1L#0L

HERBERT ANDREW MOORE AND CAROL ELAINE MOORE  
GRANTOR  
CAROL ELAINE MOORE, INC., a California Corporation  
GRANTEE  
all that real property situated in the County  
of LINN, State of Oregon, described as

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

RECEIVED

SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON

RESERVING UNTO THE GRANTOR a personal and nonassignable exclusive life estate in the Grantor to the free use, enjoyment and occupancy of his mobile home and barn situated on the real property, including the immediate one (1) acre surrounding said improvements.

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except  
SEE ATTACHED EXHIBIT A FOR ENCUMBRANCES

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ 201,500.00.

13-30-17 T#500  
1098L

Dated this 30 day of MAY, 19 96.

This instrument will 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 Dept. to verify the approved use and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.050.

Herbert Andrew Moore  
HERBERT ANDREW MOORE  
Carol Elaine Moore  
CAROL ELAINE MOORE

STATE OF OREGON, County of LINN ) ss.

MAY 30, 1996 personally appeared the above named HERBERT ANDREW MOORE AND CAROL ELAINE MOORE and acknowledged the foregoing instrument to be THEIR voluntary act and deed.



Before me:  
Yvonne G. Ward  
Notary Public for Oregon  
My commission expires 3/21/98

The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume. If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is part of the/the whole consideration." (Indicate which)

WARRANTY DEED (INDIVIDUAL)

MOORE  
TO  
CALA BURNS, INC.

After Recording Return to: 6 TAX DISTRICTS  
1000 1/2 1st St  
SEASIDE, OR 97138

STATE OF OREGON, )  
County of LINN ) ss.  
I certify that the within instrument was received for record on the 30 day of MAY, 19 96, at 10:00 o'clock A.M. and recorded in book 1098L on page 1 Records of Deeds of said County. Witness my hand and seal of County affixed.

By \_\_\_\_\_ Title \_\_\_\_\_  
By \_\_\_\_\_ Deputy \_\_\_\_\_



PLAT NO. 220002

PLAT NO. 220002

EXHIBIT 1A

Beginning at a one-half inch iron rod on the North line of and South 89°42' East 23.779 chains from the Northwest corner of the Southeast quarter of Section 18, Township 13 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence South 1°32' East along the center line of a roadway, a distance of 10.818 chains; thence North 89°42' West 2.909 chains; thence South, parallel with the West line of the Southeast quarter of said Section 18, a distance of 29.88 chains to the South line of Section 18; thence East 58.84 chains to the Southeast corner of the Southwest quarter of Section 17; thence North to the Northeast corner of the Southwest quarter of Section 17; thence West 56.22 chains, more or less, to the place of beginning.

EXCEPT THEREFROM: Beginning at a one-half inch iron rod on the North line of and South 89°42' East 23.779 chains from the Northwest corner of the Southeast quarter of Section 18, Township 13 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence running South 1°32' East along the center of a roadway a distance of 10.818 chains, to the point of beginning; thence North 89°42' West 2.909 chains; thence South, parallel with the West line of the Southeast quarter of said Section 18, a distance of 29.88 chains to the South line of Section 18; thence East 58.84 chains to the Southeast corner of the Southwest quarter of Section 17; thence North, parallel to the East line of Section 18, 11.909 chains; thence West 53.113 chains, parallel to the South lines of Sections 17 and 18 in said Township and Range; thence North 17.379 chains, parallel to the West boundary line of said Section 17; thence West to the true point of beginning.

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SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON





QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Herbert Andrew Moore and Carol Elaine Moore hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto Cala Farms, Inc., an Oregon corporation hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in the County of LINN, State of Oregon, described as follows, to-wit:

THE PURPOSE OF THIS DEED IS TO EXCLUDE FROM THE ABOVE GRANTORS' LIFE ESTATE AS RESERVED IN WARRANTY DEED RECORDED May 31, 1996 in Volume 806, page 346, ALL THAT PROPERTY LYING OUTSIDE THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF Section 18, Township 13 South, Range 3 West of the Willamette Meridian, in the County of Linn, State of Oregon.

185501

RETURN TO: TITLE INSURANCE COMPANY

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WATER RESOURCES DEPT SALEM, OREGON

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). (This sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 20 day of March, 1997;

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Herbert Andrew Moore  
HERBERT ANDREW MOORE

Carol Elaine Moore  
CAROL ELAINE MOORE

Witnessed before me on March 20, 1997

My commission expires on March 20, 1997

[Signature]

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WATER RESOURCES DEPT  
SALEM, OREGON

Customer/Note No: 21371 - 441

185501

After Recording Return to: Farm Credit Services - Harrisburg  
120 Smith Street  
PO Box 285  
Harrisburg, OR 97446

Deed of Trust

On March 19, 1997, Cala Farms, Inc., a corporation, hereinafter called Grantors, whose address is

31144 Wirth Rd  
Tangent, OR 97389

grant, convey, warrant, transfer and assign to Oregon Title Insurance Company, a corporation, hereinafter called Trustee, whose address is 220 SW Fifth Avenue, PO Box 692, Albany, OR 97321, in trust with power of sale for the benefit of Northwest Farm Credit Services, ACA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is West 601 First Avenue, P.O. Box TAF-C5, Spokane, Washington 99220-4005, property in Linn County(ies), State of Oregon, more particularly described as follows:

PARCEL 1:

The Southeast Quarter of Section 21, Township 12 South, Range 3 West of the Willamette Meridian, in the County of Linn, State of Oregon.

TOGETHER WITH, all of the following described property lying East of the State of Oregon Highway Commission ownership described in Linn County Deed Records Volume 256, page 224:

Beginning at the Southwest corner of Section 21, Township 12 South, Range 3 West of the Willamette Meridian Linn County, Oregon; thence North 2310.0 feet; thence North 89°42' East 1199.88 feet; thence North 313.50 feet to the Southwest corner of that tract of land described in Linn County Deed Records Microfilm Vol. 29, page 503; thence South 89°35' East 1440.12 feet to the Southeast corner of last said tract and the East line of that tract of land described in Linn County Deed Records Microfilm Volume 1, page 66; thence South, along the East line of last said tract, 2640.0 feet, more or less, to the South Quarter Section Corner of said Section 21; thence South 89°42' West 2640 feet, more or less, to the point of beginning.

PARCEL II:

Beginning at a 5/8 inch iron rod which bears South 0°33' West 2,647.86 feet from the Northwest corner of Section 21, Township 12 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; thence South 89°25' East 1200 feet to the East line of that certain tract conveyed to John and Mary Ropp on Page 66 of Microfilm Volume 1, page 66; thence South, along said tract, 313.5 feet, more or less, to the North line of that tract of land described in Linn County Deed Records, Volume 187 of Linn County Deed Records; thence North 313.5 feet to the Northwest corner of last mentioned Ropp tract; thence North 313.5 feet to the place

PLEASE RECORDING RETURN TO:  
OREGON TITLE INSURANCE COMPANY

TOGETHER WITH, all of the following described property lying West of the State of Oregon Highway Commission ownership described in Linn County Deed Records, Volume 256, page 224:

Beginning at the Southwest corner of Section 21, Township 12 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence North 2310.0 feet; thence North 89°42' East 1199.88 feet; thence North 313.50 feet to the Southwest corner of that tract of land described in Linn County Deed Records Microfilm Vol. 29, page 503; thence South 89°35' East 1440.12 feet to the Southeast corner of last said tract and the East line of that tract of land described in Linn County Deed Records Microfilm Volume 1, page 66; thence South, along the East line of last said tract, 2640.0 feet, more or less, to the South Quarter Section Corner of said Section 21; thence South 89°42' West 2640 feet, more or less, to the point of beginning.





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SEP 18 2007

WATER RESOURCES DEPT  
CLATSOP COUNTY, OREGON

value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Beneficiary; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Beneficiary access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantors or to any other person); to forward copies of any notices received from any environmental agencies to Beneficiary; to provide Beneficiary copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Beneficiary, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.

- 8. That neither Grantors nor, to the best of Grantors' knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed, any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Grantor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this deed of trust, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
- 9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); not to apply or enter into any federal, state or local program which limits or restricts the use of the Property, in any way without prior written consent of Beneficiary; to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this deed of trust, naming Beneficiary as an assignee shall be for security purposes and shall not alter Grantors' obligations hereunder; and any failure of Grantors to perform any such obligation shall constitute an event of default.
- 10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, conveyed or waived to Trustee or Beneficiary, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Beneficiary shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Grantors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this deed of trust.
- 11. To execute any instrument deemed necessary by the Beneficiary to assign, convey or waive such Grazing Rights to the Trustee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to process renewals of the Grazing Rights prior to their expiration date; to operate the lands covered by the Grazing Rights in accordance with the terms and conditions of the Grazing Rights and not to convey or attempt to convey either separately, in whole or in part, or any portion of the Grazing Rights to any other person; to provide copies of any notices received by Grantors regarding the Grazing Rights; and in the event of foreclosure, to waive all claims for preference in the Grazing Rights upon demand from the Trustee or Beneficiary; to waive all claims for preference in the Grazing Rights upon demand from the Trustee or Beneficiary; to waive all claims for preference in the Grazing Rights upon demand from the Trustee or Beneficiary; to waive all claims for preference in the Grazing Rights upon demand from the Trustee or Beneficiary.
- 12. To execute any instrument deemed necessary by the Beneficiary to assign, convey or waive such Grazing Rights to the Trustee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to process renewals of the Grazing Rights prior to their expiration date; to operate the lands covered by the Grazing Rights in accordance with the terms and conditions of the Grazing Rights and not to convey or attempt to convey either separately, in whole or in part, or any portion of the Grazing Rights to any other person; to provide copies of any notices received by Grantors regarding the Grazing Rights; and in the event of foreclosure, to waive all claims for preference in the Grazing Rights upon demand from the Trustee or Beneficiary; to waive all claims for preference in the Grazing Rights upon demand from the Trustee or Beneficiary; to waive all claims for preference in the Grazing Rights upon demand from the Trustee or Beneficiary; to waive all claims for preference in the Grazing Rights upon demand from the Trustee or Beneficiary.





Cala Farms, Inc.

By: [Signature]  
Donald R. Wirth, President

Attest: [Signature]  
Maryanne S. Wirth, Secretary

STATE OF Oregon )  
County of Linn )ss.

On this 20 day of March, 1997, before me personally appeared Maryanne S. Wirth and Donald R. Wirth, known to me to be the Secretary and President, respectively, of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he/she was authorized to execute said instrument.



[Signature]  
Notary Public for the State of Oregon  
Residing at Eugene, OR  
My commission expires 5-20-1998

...that the deed of trust is subject to a security interest in favor of AgAmerica, FCB (Bank) and by ... to and in confirmation of certain agreements and assignments by and between ... and over the same was Bank, its successors and assigns, to secure all ... provided the purpose to such agreements and assignments beneficiary has authority to ... the actions and activities hereunder, including without limitation ... relating to ... of observing the deed of trust with the Bank, by agreement entered in the ... provided, however, if Bank is the beneficiary in this ... effect.

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SEP 18 2007  
WATER RESOURCES DEPT  
SALEM, OREGON

CLAIMING SUCCESSOR'S DEED

Affiant: Dolores M. Mouradian

Grantee: Dolores M. Mouradian

After recording return to: Dolores M. Mouradian  
320 Sixth Avenue S.W.  
Albany, OR 97321

Until a change is requested all tax statements shall be sent to the following address:

Dolores M. Mouradian  
320 Sixth Avenue S.W.  
Albany, OR 97321

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$NONE. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

THIS INDENTURE Made this 28 day of December, 2005, by and between DOLORES M. MOURADIAN, a claiming successor under ORS 114.505 for the estate of MARY E. TAYLOR, deceased, hereinafter called the Affiant and DOLORES M. MOURADIAN, hereinafter called the Grantees, WITNESSETH:

For value received and the consideration hereinafter stated, the receipt whereof hereby is acknowledged, the affiant has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors-in-interest and assigns all the estate, right and interest of the said deceased at the time of decedent's death, and all the right, title and interest that the said estate of said deceased by operation of the law or otherwise may have thereafter acquired in that certain real property situate in the County of Linn, State of Oregon, described as follows, to-wit:

Linn County Assessor's Account No. 0143160, Map No. T11S-R4W-S12SENW, Tax Lot 11,400, described as follows:

The Easterly 16.3 feet of Lot 23 and the Westerly 35.2 feet of Lots 24 and 25, Block 7, LINNMONT ADDITION TO THE CITY OF ALBANY, Linn County, Oregon.

TO HAVE AND TO HOLD the same unto the said grantee and grantee's heirs, successors-in-interest and assigns forever.

IN WITNESS WHEREOF, the said affiant has executed this instrument.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dolores M. Mouradian  
DOLORES M. MOURADIAN,  
Claiming Successor for the Estate of  
MARY E. TAYLOR, deceased.

STATE OF OREGON )  
County of Linn ) ss.

This instrument was acknowledged before me on December 28, 2005, by DOLORES M. MOURADIAN.

Shari of Bilal  
Notary Public for Oregon  
My Commission Expires: 5-17-07

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SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON

MEMORANDUM OF CONTRACT

NOTICE IS HEREBY GIVEN that Violet Ruckert (Seller), and Roger A. Ruckert and Susan J. Ruckert (Purchaser), entered into a Land Sale Contract on the 2nd day of November, 1995, whereby Seller agreed to sell and Purchaser agreed to purchase that certain real property more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

The terms and conditions of the contract are incorporated by reference as if set forth herein. This Memorandum is made for the purpose of recording in the official records of Linn County, Oregon.

The true and actual consideration for this transfer is \$75,000.

Until a change is requested, all tax statements shall be sent to the following address:

Roger and Susan Ruckert, 33776 Ridge Drive, Tangent, OR 97389

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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 APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

DATED this 2 day of Nov., 1995.

Violet Ruckert  
VIOLET RUCKERT

Roger A. Ruckert  
ROGER A. RUCKERT

RECEIVED

Susan J. Ruckert  
SUSAN J. RUCKERT

"SELLER"

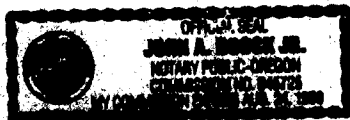
SEP 18 2007

"PURCHASER"

WATER RESOURCES DEPT  
SALEM, OREGON  
STATE OF OREGON, County of Linn) ss.

Personally appeared the above named Violet Ruckert and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:



John A. Bessie Jr.  
Notary Public for Oregon  
Commission Expires: 8-24-1999

AFTER RECORDING RETURN TO:  
Roger Ruckert-33776 Ridge Drive-Tangent, Or

3le

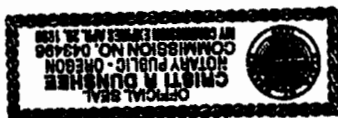
1 of 2

STATE OF OREGON, County of Linn) ss.

Personally appeared the above named Roger A. Ruckert and Susan J. Ruckert and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Cristi R. Dunshie  
Notary Public for Oregon  
Commission Expires: 4-26-99

EXHIBIT "A"

Beginning at the Northeast corner of the Edward H. Griffin D.L.C. No. 50 Notification No. 2435 in Township 12 South, Range 3 West of the Willamette Meridian; thence East along the North line of Section 28 in said Township and Range a distance of 33.52 chains to the Northeast corner of said Section 28; thence South along the East line of said Section 28 a distance of 11.39 chains; thence West 33.52 chains to the East line of the said Griffin D. L.C.; thence North along the East line of said Griffin D.L.C. a distance of 11.39 chains to the place of beginning.

ALSO: Beginning at the Northwest corner of Section 27, in Township 12 South, Range 3 West of the Willamette Meridian; thence East 120 rods; thence South to the South line of the Northwest quarter of said Section 27; thence West along said South line to the Southwest corner of the Northwest quarter of said Section; thence North to the place of beginning.

ALSO: Beginning on the North line of Section 23 in Township 12 South, Range 3 West of the Willamette Meridian a distance of 29.27 chains East of the Northwest corner of the Northeast quarter of said Section 23; thence South 27.33 chains parallel with the West line of said Section 23; thence East 73 links; thence South 12.67 chains parallel with the West line of said Section 23 to the South line of the Northeast quarter of said Section 23; thence East 19.50 chains; thence North 40 chains to the North line of Section 24 in said Township and Range; thence West 20.23 chains along the North line of said Section 24 and said Section 23 to the place of beginning; SAVE AND EXCEPT that portion conveyed to the Oregonian Railway Company, Ltd. by deed recorded October 17, 1908 in Book 27, page 53 Deed Records, all in Linn County, State of Oregon.

A strip of land, 60 feet wide, situated in the East half of the Northeast quarter of Section 23, Township 12 South, Range 3 West, Willamette Base and Meridian, County of Linn, State of Oregon, described as follows:

All that strip of land, 60 feet wide, described in a judgment dated March 13, 1882 in the Circuit Court of the State of Oregon for said County, entitled, "The Oregonian Railway Company Limited, Plaintiff, (now Southern Pacific Transportation Company) -vs- W. H. Goltra, Defendant", recorded February 20, 1883 in Volume 27 of Deeds, Page 33, Records of said County, lying equally 30 feet on each side of the original located center line of the abandoned Woodburn-Springfield Branch of said Company, and more particularly described as follows:

Beginning at the intersection of said center line with the Northerly line of said Section 23; thence in a Southwesterly direction a distance of 2659 feet, more or less, to the Southerly line of said Northeast quarter of said Section.

The side lines of the above described 60 foot wide strip of land terminate in said Northerly and Southerly lines of said Northeast quarter.

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SEP 18 2007

ER RESOURCES DEPT  
SALEM, OREGON

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20f2

Grantor's Name and Address:

Violet Ruckert  
1893 27<sup>th</sup> Avenue SE  
Albany, OR 97321

Vol 1186 PAGE 710

After Recording Return to:

✓ Thomas L. Black  
Weatherford Thompson  
P O Box 667  
Albany, OR 97321

**WARRANTY DEED**

Grantee's Name and Address:

Larry E. and Dedra L. Ruckert  
33660 Ridge Drive  
Tangent, OR 97389

Send tax statements to:

Larry E. and Dedra L. Ruckert  
33660 Ridge Drive  
Tangent, OR 97389

KNOW ALL BY THESE PRESENTS that Violet Ruckert, hereinafter referred to as Grantor, for the consideration hereinafter stated, to Grantor paid by Larry E. Ruckert and Dedra L. Ruckert, each as tenants in common as to an undivided one-half interest, hereinafter referred to as Grantee, does hereby grant, bargain, sell and convey unto the Grantee and Grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Linn County, State of Oregon, described as follows:

Beginning at the Northeast corner of the Donation Land Claim of E.H. Griffin, Not. No. 2435, Claim No. 50, in Township 12 South Range 3 West of the Willamette Meridian, in Linn County, Oregon, and running thence East along the North line of Section 28, in said Township and Range 33.52 chains to the Northeast corner of said Section 28, thence South along the East line of said Section, 11.93 chains, thence West 33.52 chains to the East line of said E.H. Griffin's D.L.C. thence North along the East line of said Claim to the place of beginning; containing 40 acres.

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, successors and assigns forever.

And Grantor hereby covenants to and with Grantee and Grantee's heirs, successors and assigns, that Grantor is lawfully seized in fee simple of the above-granted premises, free from all encumbrances, except all easements, conditions, restrictions and encumbrances listed as exceptions to title by the document by which Grantor received record title to the property; and all easements, conditions, restrictions, and encumbrances created or suffered by the Grantor; and all leases and entered into by Grantor encumbering the property, if any, whether or not of record, and that Grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above-described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$30,000. However, the actual consideration consists of or includes other property or value given or promised which is  the whole  part of the (indicate which) consideration.

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 6<sup>th</sup> day of June 2001; if Grantor is a corporation, it has caused its name to be signed and its seal, if any affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Violet Ruckert  
Violet Ruckert

STATE OF OREGON  
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records.

STEVE DRUCKENMILLER 1186  
Linn County Clerk MF

By [Signature], Deputy PAGE 710

26  
2001 JUN -8 A 8: 50

STATE OF OREGON, County of Linn) ss.

This instrument was acknowledged

This instrument was acknowledged before me on June 6, 2001, by Violet Ruckert.



Dedra Pullar  
NOTARY PUBLIC FOR OREGON

My commission expires: May 4, 2005

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SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON

34

1 of 1



BAH/B

BARGAIN AND SALE DEED - STATUTORY FORM

BYRON C. SCOTT and EDNA J. SCOTT, husband and wife, Grantors, convey to BYRON C. SCOTT and EDNA J. SCOTT, Trustees under the BYRON C. SCOTT Revocable Living Trust dated December 17, 1990, as to an undivided one-half interest, and EDNA J. SCOTT and BYRON C. SCOTT, Trustee under the EDNA J. SCOTT Revocable Living Trust dated December 17, 1990, as to an undivided one-half interest, together as tenants in common, Grantees, the following described real property situated in Linn County, Oregon:

PARCEL 1: Linn County Assessor's Acct. No. 222659, Map Ref. T12S-R3W-S7, Parcel 100 (98.3 acres) described as follows:

Beginning at a point on the Easterly extension of the South line of the G. F. Settlemier Claim which point is due East 761.02 feet from the southeast corner of the G. F. Settlemier Donation Land Claim No. 42, Township 12 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; running thence due North 2501.30 feet to a 5/8 inch rod on the North line of a certain 50 acre tract of land bequeathed to Lola C. Owenby in the Will of John Luper, deceased; thence South 89 deg. 50'30" East along the north line of the said Luper Tract, 1735.93 feet to 1 inch rod set at the Northeast corner of said Luper Tract; thence South 1 deg. 18'20" East 527.73 feet to a 1-1/2 inch pipe set at the Southwest corner of the Southeast quarter of the Southwest quarter of Section 5; thence South 0 deg. 15'30" West 1968.92 feet to a 5/8 inch rod, the Southeast corner of the said Luper Tract, which point is due East from the point of beginning; thence due West 1739.06 feet to the point of beginning.

PARCEL 2: Linn County Assessor's Acct. No. 224663, Map Ref. T12S-R3W-S18, Parcel 501 (1.00 acre) described as follows:

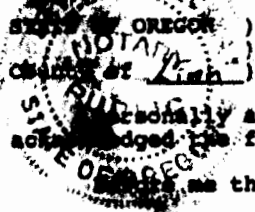
Beginning on the West right of way line of the Pacific Highway, North 0 deg. 40' West, 495 feet from a point on the South line of and West 204.33 feet from the interior corner on the South line of the C. P. Knighton D.L.C. #71 in T. 12 S., R. 4 W. and D.L.C. #60, in T. 12 S., R. 3 W. of the W.M., in Linn County, Oregon, and running thence West parallel with the South line of said D.L.C., a distance of 208.70 feet; thence South 0 deg. 40' East, 208.7 feet; thence East, parallel with the South line of said D.L.C., a distance of 208.7 feet to the West line of said Highway; thence North 0 deg. 40' West, 208.7 feet to the point of beginning, and containing 1.0 acre, more or less.

The true consideration for this conveyance is \$NONE. The actual consideration consists of the transfer for the above property for the purpose of avoiding probate.

This instrument will 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 approved uses.

Dated this 9 day of Jan, 1991.

Byron C. Scott and Edna J. Scott (with signatures and names)



Personally appeared the above-named BYRON C. SCOTT and EDNA J. SCOTT and acknowledged the foregoing instrument to be their voluntary act and deed.

Witness me this 9th day of January, 1991.

Notary Public for Oregon, My Commission Expires: 6-22-93

Grantor: Byron C. Scott et ux
Grantees: Byron C. Scott, Trustee et al

After recording, return to: Byron C. Scott, 32270 Hwy. 99E, Tangent, OR 97389

Until a change is requested, all tax statement shall be sent to the following address: NO CHANGE

RECEIVED SEP 18 2007

WATER RESOURCES DEPT SALEM, OREGON

14#8

3#5 ~~11A/B~~

1 of 4

1-1-74

PERSONAL REPRESENTATIVE'S DEED



THIS INDENTURE Made this 1st day of July, 1977, by and between SADIE J. COOPER the duly appointed, qualified and acting personal representative of the estate of WILLIAM C. COOPER

deceased, hereinafter called the first party, and CALA FARMS, INC. an Oregon Corporation hereinafter called the second party; WITNESSETH:

For value received and the consideration hereinafter stated, the receipt whereof hereby is acknowledged, the first party has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said second party and second party's heirs, successors-in-interest and assigns all the estate, right and interest of the said deceased at the time of decedent's death, and all the right, title and interest that the said estate of said deceased by operation of the law or otherwise may have thereafter acquired in that certain real property situate in the County of Linn, State of Oregon, described as follows, to-wit:

Real property more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein.



Recorded By Pioneer National Title Insurance Company

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

TO HAVE AND TO HOLD the same unto the said second party, and second party's heirs, successors-in-interest and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$51,350.00

IN WITNESS WHEREOF, the said first party has executed this instrument; if first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

Sadie J. Cooper Sadie J. Cooper Personal Representative of the Estate of William C. Cooper Deceased.

(If first party is a corporation, affix corporate seal.)

NOTE-The sentence between the symbols (1) and (2), if not applicable, should be deleted. See OES 93.030.

STATE OF OREGON, County of July Linn, 1977

STATE OF OREGON, County of ) ss. 1977

Personally appeared the above named Sadie J. Cooper, Personal Representative of Estate of William C. Cooper, who acknowledged the foregoing instrument to be his voluntary act and deed.

Personally appeared and each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon My commission expires: 10-28-77

Notary Public for Oregon My commission expires: (OFFICIAL SEAL)

Form with fields for Grantor (Sadie J. Cooper, Per. Rep.) and Grantee (Cala Farms, Inc.) names and addresses.

RECEIVED stamp from the State of Oregon Recorder's Office, dated SEP 18 2007, with recording details.

45  
2 of 2

0730 345

✓ After recording, return to:

BERGNER, HUNTER, MOULTON,  
ANDREWS & SKILL  
188 East 11th Avenue  
Eugene, Oregon 97401

Until a change is requested,  
mail all tax statements to:

NO CHANGE

Tax Account Nos. 225488, 226536,  
226581, 226549

#### WARRANTY DEED

Lucille D. Berger, Grantor, conveys and warrants to Lucille D. Berger Trustee of the Lucille D. Berger Trust dated October 21, 1994, Grantee, the real property described on the attached Exhibit A, free of encumbrances except as specifically set forth herein.

The true consideration for this conveyance is none.

The liability and obligations of Grantor to Grantee and Grantee's successors and assigns under the warranties and covenants contained herein or provided by law shall be limited to the amount, nature and terms of any title insurance coverage available to Grantor under any title insurance policy. Grantor shall have no liability or obligations except to the extent that reimbursement for such liability or obligation is available to Grantor under any title insurance policy. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature and amount of such liability or obligation.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LANDS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LANDS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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

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SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON

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10/24

... day of December, 1994.

*Lucille B. Berger*  
\_\_\_\_\_  
Lucille B. Berger

SIGNATURE OF WITNESS }  
COUNTY OF *Benton* } ss.

This instrument was acknowledged before me this 20<sup>th</sup> day of December, 1994, by Lucille B. Berger.



*James E. Parker*  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 4/20/95

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SEP 18 1997

WATER RESOURCES DEPT  
SALEM, OREGON

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0730-347

**PARCEL I:**

Beginning at the Southeast corner of the Donation Land Claim of Charles Gayland, which point of beginning is also the Northeast corner of a certain tract of land hereinafter deeded to Corson E. Berger by Lucy Hess, which last named deed is of record in Book 106, Deed Records for Linn County, Oregon, at page 69 thereof, and from thence running South on the East line of the last mentioned tract of land 24.93 chains to the North line of a certain 30 acre tract hereinafter deeded to Wallace J. Mulbert by deed record Book 60, Deed Records for Linn County, Oregon, at page 223 thereof, and running thence Northerly on the North line of the aforesaid tract of land 10.29 chains to the East line of that certain tract of land hereinafter deeded to William H. Hess, which deed is recorded in Book 59, Deed Records for Linn County, Oregon, at page 303, running thence North on said East line, 24.93 chains; thence West to the place of beginning.

**ALSO:** Beginning at the Southeast corner of the Donation Land Claim of Pleasant Robinette, Claim No. 37, in Township 12 South, Range 4 West of the Willamette Meridian, Linn County, Oregon; running thence North 15.0 chains; thence East 20 chains; thence South 15 chains; thence West 20 chains to the place of beginning.

**PARCEL II:**

Beginning at the Northeast corner of the Donation Land Claim of Pleasant Robinette, Sec. No. 2013, Claim No. 37, in Township 11 and 12 South, Range 4 West of the Willamette Meridian, Linn County, Oregon; and running thence South along the East line of said Claim 24.84 chains; thence North 89°13' East, 9.71 chains; thence North 24.93 chains to the Southeast corner of Lot No. 4 of Section 22, in Township 11 South, Range 4 West; thence Westerly 9.71 chains to the place of beginning.

**ALSO:** Beginning at the Northeast corner of the Donation Land Claim of Pleasant Robinette, Sec. No. 2013, Claim No. 37, in Township 11 and 12 South, Range 4 West of the Willamette Meridian, Linn County, Oregon; thence Westerly along the North line of said section 13 chains; thence South parallel with the East line of said Donation Land Claim, 13.33 chains; thence Easterly parallel with the North line of said Donation Land Claim, 15 chains to the East line of said Donation Land Claim; thence North 13.33 chains to the place of beginning.

**SAVE AND EXCEPT** that portion of the above described property taken by the State of Oregon by condemnation as set forth in Judgement Docket of Linn County, Oregon, in Book 97 page 309.

**PARCEL III:**

Beginning at an iron bar on the North line of and West 23.13 chains distant from the Northeast corner of the D.L.C. of Pleasant Robinette, being Sec. No. 2013 in Township 11 South, Range 4 West of the Willamette Meridian; thence Easterly on the North line of said D.L.C. 8.13; thence South parallel with the East line of said D.L.C. 13.33 chains; thence East parallel with the North line of said D.L.C. 15 chains to the East line of said D.L.C.; thence South on the East line of said D.L.C. 12.68 chains; thence West 23.13 chains; thence North 23.91 chains to the place of beginning.

**EXHIBIT A**  
Page 1 of 2

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SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON

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730-348

Beginning at a point in the center of the County Road, said point  
being 1° 27' East 2008.56 feet and South 20° 13' West 2173.50  
feet distant from the Southeast corner of the Thomas S. Kendall  
Donation Land Claim No. 48 in Township 12 South, Range 3 West of  
the Willamette Meridian in Lane County, Oregon, and from thence  
running along the center of the county road as follows: North 10°  
00' East 1873.54 feet to a 1/4" rod; thence North 1° 30' East 471.03  
feet to a 3/4" nail; thence North 18° 42' East 341.15 feet to a 1/2"  
rod; thence North 40° 27' East 379.56 feet to a 1/2" rod; thence  
South 34° 00' East 280 feet, more or less, to the center of Calapecia  
River; thence Southerly following the center line of the channel of  
said Calapecia River to the point of intersection thereof with the  
South line of the said Thomas S. Kendall Donation Land Claim No. 48,  
thence South 20° 13' West 260 feet, more or less, to the place of  
beginning.

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WATER RESOURCES DEPT  
SALEM, OREGON

STATE OF OREGON  
County of Lane

I hereby certify that the attached  
was prepared and duly recorded  
to the public County records.

STEVE HALLGREN

Lane County Clerk

Deputy

FILED

56

DEC 29 1994

730

348

EXHIBIT 2  
PAGE 2 OF 2

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✓ After recording, return to:

HERSCHER, HUNTER, MOULTON,  
ANDREWS & NEILL  
180 East 11th Avenue  
Eugene, Oregon 97401

Until a change is requested,  
mail all tax statements to:

No change

Tax Account No. 0225488

**WARRANTY DEED**

Lucille D. Berger, individually, Grantor, conveys and warrants to Craig A. Berger, Grantee, a seven percent (7%) undivided interest in the real property described on the attached Exhibit A, free of encumbrances except as specifically set forth herein.

The true consideration for this conveyance is none.

The liability and obligations of Grantor to Grantee and Grantee's successors and assigns under the warranties and covenants contained herein or provided by law shall be limited to the amount, nature and terms of any title insurance coverage available to Grantor under any title insurance policy. Grantor shall have no liability or obligations except to the extent that reimbursement for such liability or obligation is available to Grantor under any title insurance policy. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature and amount of such liability or obligation.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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 APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

DATED this 18<sup>th</sup> day of December, 1995.

*Lucille D. Berger*  
Lucilla D. Berger

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SEP 18 2007

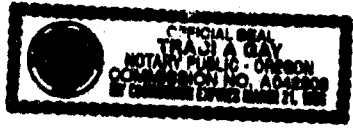
WATER RESOURCES DEP  
SALEM, OREGON

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... was acknowledged before me on this 18<sup>th</sup> day of March, 1999, by Lucille D. Sawyer.

Traci A. Gay  
Notary Public for Oregon  
My commission expires: March 2, 1999



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WATER RESOURCES DEPT  
SALEM, OREGON

4/8

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EXHIBIT A

Beginning at a point in the center of the County Road, said point being South 1°27' East 3506.58 feet and South 88°13' West 2183.82 feet distant from the Northeast corner of the Thomas S. Kendall Donation Land Claim No. 48 in Township 12 South, Range 3 West of the Willamette Meridian in Linn County, Oregon, and from thence running along the center of the county road as follows: North 10° 02' East 1873.54 feet to a 1/2" rod; thence North 1°32' East 471.04 feet to a 3/4" bolt; thence North 18°42' East 341.15 feet to a 1/2" rod; thence North 46°27' East 373.56 feet to a 1/2" rod; thence North 34°02' East 280 feet; more or less, to the center of Calapooia River; thence Southerly following the center line of the channel of said Calapooia River to the point of intersection thereof with the South line of the said Thomas S. Kendall Donation Land Claim No. 48, thence South 88°13' West 890 feet, more or less, to the place of beginning.

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SEP 18 2007

WATER RESOURCES DEPT  
SALEM, OREGON

0.00 Check Cash

DEC 21 1995

STATE OF OREGON  
County of Linn

I hereby certify that the attached  
was returned and duly recorded  
in the Linn County records.

STEVE CARL WAINMAN  
Linn County Clerk

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641

By \_\_\_\_\_ Deputy

EXHIBIT A

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