

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2003-38949



\$171.00

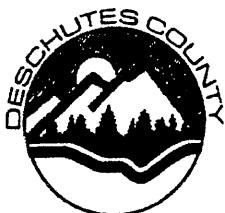
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# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



This page must be included  
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Do Not remove from original document.

Recorded By:  
Western Title & Escrow Co.  
12-0073303

**DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK**

2003-37141

**\$141.00**

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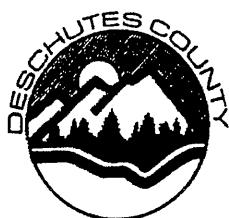
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Being rerecorded to correct legal description previously recorded 2003-37141

# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



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Recorded By:  
Western Title & Escrow Co.  
12-0043303

## AMENDED AND RESTATED TENANCY IN COMMON AGREEMENT

THIS AMENDED AND RESTATED TENANCY IN COMMON AGREEMENT (this "Agreement") is dated as of this 22<sup>nd</sup> day of May 2003, by and between CANYONS LAND AND CATTLE COMPANY LLC, an Oregon limited liability company ("Canyons"), Sandra Schmidt-Morgan and each subsequent owner of a Tenancy in Common interest in the Property (as defined herein).

Canyons previously executed that Tenancy in Common Agreement dated December 31, 2001 and recorded in the Official Records of Deschutes County, Oregon at 2001-61580 (the "Original Agreement"). Sandra Schmidt-Morgan ("Morgan") as the purchaser of a tenancy in common interest in the Property, executed a counterpart of the Original Agreement. Canyons and Morgan now desire to amend and restate the Original Agreement in its entirety as provided herein.

### RECITALS:

A. Canyons (together with Morgan) owns the real property described on the attached **Exhibit A** together with all improvements thereon except the Residential Improvements (collectively, the "Property"). As used herein, the term "Residential Improvements" shall have the meaning given it in Section 10.1.

B. In order to preserve the unique character of the Property, the Property will be subject to certain restrictions as to its use.

C. Canyons has created sixty (60) tenancy in common interests in the Property (each, a "Tenancy in Common Interest"). With the conveyance of each Tenancy in Common Interest, Canyons intends to grant the right to the use of up to a 15-acre portion of the Property as a Landholding (as defined herein). Canyons reserves the right at any time to convey to itself a Landholding for each Tenancy in Common Interest owned or retained by Canyons. Each holder of a Tenancy in Common Interest in the Property is an Owner. The term Owners means each and every Owner of one or more Tenancy in Common Interests.

D. As Canyons conveys each Tenancy in Common Interest, whether with or without a Landholding, in the Property, each purchaser of such interest, and his or her heirs, successors and assigns, will take such interest subject to this Agreement and will execute a Memorandum of this Agreement. No person or entity may acquire an ownership interest in the Property without simultaneously executing and delivering a counterpart of this Agreement.

E. Each Owner who is granted a Landholding shall be entitled to the use of its Landholding as shown on attached **Exhibit B** and as described herein and subject to the Declaration (as defined in Paragraph G below).

F. The parties desire to provide for the orderly and efficient operation of the Property, to comply with Title 18 of the Deschutes County Code, the County Zoning Ordinance ("DCZO"), and to delineate the rights, duties and responsibilities to each Owner, in connection with the Property, all in accordance with the terms and conditions of this Agreement.

G. The property is subject to the Declaration of Covenants, Conditions and Restrictions for The Canyons Ranch dated December 12, 2001, by Canyons Land and Cattle Company, L.L.C., an Oregon limited liability company, recorded in Volume 2001 Page 61579, Official Records of Deschutes County, Oregon, as the same may be amended and restated from time to time (the "Declaration"). This Tenancy in Common Agreement shall be subject to the terms and conditions of said Declaration.

## **AGREEMENTS:**

NOW THEREFORE, in consideration of the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### **SECTION 1 DECLARATION OF OWNERSHIP; PARTIES TO AGREEMENT**

#### **1.1 Declaration of Ownership**

Each party to this Agreement is a tenant in common with all other parties to this Agreement, regardless of when a party becomes a signatory hereto, with respect to the Property. The Owners intend that no provision of this Agreement shall be construed as establishing a partnership, joint venture, association taxable as a corporation or any other relationship or entity.

#### **1.2 Parties to Agreement**

No person or entity may hold an interest in the Property without executing a counterpart of this Agreement.

### **SECTION 2 OWNERSHIP INTEREST**

The fractional undivided interest of each Owner of a single Tenancy in Common Interest in the Property is 1/60th. A single Owner may hold more than one Tenancy in Common Interest. Canyons may hold or convey as many of the 60 Tenancy in Common Interests as it, in its sole discretion, may determine from time to time.

### **SECTION 3 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

#### **3.1 Declaration**

Each party to this Agreement shall hold its Tenancy in Common Interest and Landholding subject to the terms and conditions of the Declaration. This shall include compliance with the Design Review Committee Rules and Regulations, and the Rules and Regulations of The Canyons Ranch.

#### **3.2 Landholdings**

Each Tenancy in Common Interest may include, if granted by Canyons, a Landholding (as described in Section 4.1). All Landholdings shall be held, occupied, and used in strict compliance with the terms of the Declaration and this Agreement.

## **SECTION 4 INDIVIDUAL LANDHOLDINGS**

### **4.1 Exclusive Use**

Each Tenancy in Common Interest may include, if granted by Canyons, a Landholding, which shall be a portion of the Property up to 15 acres in size. The Landholding shall include the exclusive right to place a dwelling within a +/- 2-acre portion identified on attached **Exhibit B** as the "Building Envelope" and the exclusive right to landscape within a +/- 2-acre portion identified on attached **Exhibit B** as the "Landscape Area." The balance of the Landholding, identified on **Exhibit B** as the "Private Area," shall be generally for the private use and enjoyment of the Owner of the Landholding, subject to such rights as are reserved by Canyons for itself or the Association on **Exhibit B** or in the Declaration. Notwithstanding the foregoing terms of this Section 4.1, Canyons shall have the right to create Building Envelopes and/or Landscape Areas in excess of 2 acres. Except for Landholdings granted to Canyons, the location of particular Landholdings shall be identified on each deed to a Tenancy in Common Interest.

Although Tenants in Common are generally prohibited from constructing improvements outside of the Building Envelope, fencing along a canyon rim is permitted outside of a Building Envelope if the fencing is reasonably necessary for safety purposes, permitted by applicable law, approved by the Design Review Committee as required by the Declaration, consistent with any other instruments recorded against the Property and the applicable Tenant in Common obtains all necessary approvals.

The Landholdings that have been granted from time to time are identified in attached **Exhibit B**, as the same may be amended from time to time. Although **Exhibit B** will be amended from time to time to show newly created Landholdings, no party shall have the right to modify or relocate an existing Landholding. No Landholdings may be granted except to the Owner of a Tenancy in Common Interest in the Property. Except for the rights to use the Private Area as reserved in the Declaration or identified on **Exhibit B** on behalf of Canyons or the Association, a Landholding shall be used solely for residential purposes, subject to the limitations contained in the Declaration. Each Landholding shall be subject to such easements, licenses or other rights as are granted to Canyons and/or The Canyons Ranch Association, Inc. (the "Association") pursuant to the Declaration.

### **4.2 Utilities**

Each Owner shall be responsible for all charges and costs for all public and private utility services provided to its Landholding, including but not limited to heat, light, electricity, domestic water, gas, telephone, garbage, and septic and drainage services.

### **4.3 Use**

Each Owner shall use its Landholding only for uses and activities consistent with the Declaration.

#### **4.4 Conformance to Law**

Each Owner shall use its Landholding in conformance with all applicable requirements of any municipal, regional, state, federal or governmental authority.

#### **4.5 Liens**

Each Owner shall pay when due all obligations which are evidenced by any lien upon its Landholding or which are otherwise incurred on any portion of the Property as a result of the action or inaction of such Owner.

#### **4.6 Maintenance**

Each Owner shall be responsible for maintaining its Landholding in good condition and repair and consistent with the requirements of the Declaration. In the event any of the improvements located on its Landholding wear out or become unfit for their intended use, the Owner shall promptly replace such item or property consistent with the requirements of the Declaration.

#### **4.7 Alterations or Improvements**

No Owner shall make any alterations or improvements to or upon the Landholding that would in any way be contrary to the DCZO or the Declaration.

#### **4.8 Indemnification**

Each Owner (the "Indemnifying Owner") shall, upon demand, indemnify, defend, hold harmless and reimburse the other Owners from, against and for any and all losses, liabilities, obligations, penalties, fines, suits, claims, demands, actions, costs and expenses of any kind or nature, which may be imposed upon or asserted against any Owner or Owners by reason of the negligence of the Indemnifying Owner, the Owner's Guest or by reason of the occupancy or use of the Indemnifying Owner's Landholding. As used herein, "Guest" shall mean any of the Owner's family members, guests, tenants, employees, visitors, invitees, licensees and agents.

### **SECTION 5 COSTS/MAINTENANCE AND USE OF PROPERTY**

#### **5.1 Costs**

All costs and expenses related to the Property, with the exception of taxes, utilities, insurance, maintenance or other expenses related exclusively to a Landholding and/or improvements thereon, shall be paid by the Association (as defined in the Declaration) and each Owner shall pay its pro rata share thereof, all in accordance with the Declaration.

#### **5.2 Maintenance and Use of the Property Including All Landholdings**

The Property, including all Landholdings, shall be maintained and used in accordance with the terms and conditions of the Declaration, all documents recorded against the Property and all applicable laws.

## SECTION 6 LIENS AND ENCUMBRANCES

Any Owner may obtain financing secured by a trust deed or other lien encumbering such Owner's Tenancy in Common Interest in the Property and Landholding without the need to obtain the consent of any other Owner. Except for such financing, no Owner shall permit any other lien or encumbrance on any portion of the Property without first obtaining the written consent of all other Owners. Such other liens shall include, without limitation, any judicial attachment, any judgment lien, any lien arising out of the order or judgment of any court, and any lien arising under federal or state bankruptcy or insolvency laws. If such a lien is asserted or claimed, it shall be discharged by such Owner within fifteen (15) days after the lien is filed or otherwise is asserted. The failure to pay the claimed amount (by bonding or otherwise) shall constitute a default entitling the Owners to exercise all the rights and remedies provided for herein, including without limitation, the right to revoke the defaulting Owner's right to vote hereunder or under the Declaration or to otherwise participate in the management of the Property, the right to advance the sums necessary to pay such claims and the right to pursue all legal or equitable remedies for repayment of the amount advanced, and the right to apply any payments or distributions otherwise payable to such defaulting Owner to pay such claim.

## SECTION 7 RIGHT OF PARTITION

Having previously been advised of their respective rights to bring an action for partition, each Owner hereby irrevocably waives, for the duration of this Agreement, any and all rights it may have to maintain an action for partition of the Property or to compel any sale thereof under the laws of the State of Oregon now in existence or adopted in the future.

## SECTION 8 SALE OF OWNERSHIP INTEREST IN IMPROVEMENTS

### 8.1 Transfer Allowed

Except as otherwise provided in this Section 8, any Owner may freely sell, transfer or assign its undivided Tenancy in Common Interest and Landholding; provided, however, that each transferee of such Tenancy in Common Interest and Landholding shall execute a counterpart of this Agreement.

### 8.2 Assumption of Agreement

No transfer or assignment of an Owner's undivided Tenancy in Common Interest and Landholding shall be deemed effective unless the transferee or assignee agrees to become bound by all of the provisions of this Agreement and the Declaration covering the Property and the Landholdings. No such transfer or assignment shall relieve the transferring Owner of its share of liabilities or obligations incurred prior to the transfer or assignment.

### 8.3 Void Transfers

If any Owner at any time attempts to sell, convey or hypothecate all or a portion of its undivided Tenancy in Common Interest and Landholding in violation of the provisions of this Agreement, then each other Owners shall, in addition to all rights and remedies at law and in equity, be entitled to a decree or order restraining and enjoining such transfer or encumbrance.

In such action, the transferring Owner shall not plead that there is an adequate remedy at law. The parties expressly acknowledge and agree that the injury and damage resulting from such breach could not be adequately compensated by monetary damages. Any such attempt by any Owner to transfer or encumber its interest in violation of the provisions of this Agreement shall be void and of no effect as of its inception; each Owner acknowledges that it have no power or authority to effect such a transfer or encumbrance.

## SECTION 9 TERMINATION OF CO-TENANCY AGREEMENT

### 9.1 Event of Termination

This Agreement may be terminated only upon the unanimous written consent of all Owners of a Tenancy in Common Interest.

### 9.2 Effect on Obligations

Any termination of this Agreement shall not affect the rights or obligations of the Owners, each to the other, that have arisen or that are attributable to the period prior to the effective date of such termination.

## SECTION 10 TAXES

### 10.1 Real Property Taxes on Landholding and Improvements Thereon

Each Owner of a Tenancy in Common Interest and Landholding shall obtain a separate tax account with the Deschutes County Tax Assessor's Office for such Owner's residence and all related improvements (collectively for each Landholding, the "Residential Improvements"). Each Owner shall pay, prior to delinquency, all real property taxes and assessments relating to and/or imposed on such Owner's Residential Improvements.

## 10.2 Real Property Taxes on the Property

It is the intent of this Agreement that each Owner shall pay an equal share of the Non-Residential Property Taxes. As used herein, "Non-Residential Property Taxes" shall mean real property taxes and assessments levied on the Property, excluding taxes and assessments on the Residential Improvements of individual Owners. As of the date of this Amended and Restated Tenancy in Common Agreement, the Deschutes County Assessor's Office has stated its intent to bill each Owner for an equal share of the Non-Residential Property Taxes. Each Owner shall pay, prior to delinquency, its share of the Non-Residential Property Taxes. In the event that the Deschutes County Assessor's Office ever amends its method of allocating and billing Non-Residential Property Taxes, the Owners shall take such steps as are reasonably necessary to assure that each Owner pays an equal share of such Non-Residential Property Taxes.

## SECTION 11 GENERAL PROVISIONS

### 11.1 Recordation

This Agreement and all amendments hereto shall be recorded in the real property records of Deschutes County, Oregon to give prior record notice of the existence of this Agreement and the rights of the parties hereunder.

### 11.2 Notices

All notices to be given by each party to the others pursuant to this Agreement shall be delivered in person or deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, at the addresses maintained by the Association (as defined in the Declaration) or to such other address as from time to time shall be supplied by any party to the others by like notice, and shall be deemed given upon the date delivered if personally delivered or three (3) days after such notice is mailed in accordance with the provisions hereof.

### 11.3 Benefits and Obligations

Except as provided in Section 8, this Agreement shall inure to the benefit of and shall be binding upon the Owners and their respective successors and assigns. Any person succeeding to the interest of an Owner pursuant to the terms hereof shall succeed to all of such Owner's rights and interest, subject to and with the benefit of all terms and conditions of this Agreement. After the effective date of any transfer of a Tenancy in Common Interest and Landholding, the former Owner shall have no further rights or obligations hereunder, except to the extent the same accrued prior to the effective date of the transfer. Except as provided in this Section 11.3, no provision of this Agreement shall be deemed to convey any rights upon, or be construed for the benefit of, any third party.

### 11.4 Attorney Fees

In the event a suit, action, arbitration or other proceeding to enforce any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such

default or establishing its rights hereunder, including, without limitation, arbitration costs, court costs and reasonable attorneys' fees and disbursements.

#### **11.5 Arbitration**

If any dispute shall arise relative to the interpretation of this Agreement, the dispute shall be submitted to arbitration in Bend, Oregon, according to the then-existing rules of the American Arbitration Association or successor organization. Notice of the demand for arbitration of a dispute shall be filed in writing with the other parties to this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrators shall assess the costs and charges upon either or both parties. Judgment on any arbitration award may be entered in any court of competent jurisdiction. This provision shall be specifically enforceable under the laws of the State of Oregon.

#### **11.6 Amendment**

Except for Section 9.1 or as otherwise provided herein, this Agreement may be amended at any time by a vote of Owners holding a majority of the Tenancy in Common Interests; provided, however, this Agreement may be amended at any time solely by Canyons, without the need for Owner consent, to add additional property to **Exhibit A**, and/or to create new Landholdings (provided Canyons may create no more than one Landholding per Tenancy in Common Interest) and identify the same on **Exhibit B** hereto; and provided further, the terms of Sections 12 and 13 shall not be amended without the consent of Canyons, which consent may be withheld in Canyons' sole discretion. The sale of a Tenancy in Common Interest shall require the signature of the new Owner on this Agreement, but such execution shall not constitute an amendment to this Agreement for purposes of this Section 11.6.

#### **11.7 Integration**

This Agreement and the Declaration (and all documents referenced therein, including Design Guidelines and Rules and Regulations) contain the entire Agreement of the Owners (including Canyons) and supersede all prior and contemporaneous agreements between them with respect to the Property and the cotenancy, and there are no representations, agreements or understandings, oral or written, between the Owners (including Canyons) relating to the Property and the cotenancy.

#### **11.8 Severability**

If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **11.9 Waiver**

Failure of any Owner at any time to require performance of any provision of this Agreement shall not limit such Owner's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. No attempted or purported waiver of any

provision of this Agreement shall be effective unless set forth in writing and signed by the Owners to be bound.

#### **11.10 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

#### **11.11 Incorporation of Recitals and Exhibits**

The Recitals and the Exhibits attached hereto are hereby incorporated into this Agreement as if set forth fully herein.

#### **11.12 Pro Rata Shares**

Whenever this Agreement references an Owner's pro rata share, the same shall be determined by reference to the number of Tenancy in Common Interests in the Property owned by such Owner out of the total of 60.

#### **11.13 Counterparts**

This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

### **SECTION 12 POWER OF ATTORNEY**

#### **12.1 Owners Grant to Canyons**

By acquisition of a Tenancy in Common Interest in the Property, each Owner acknowledges and agrees that (a) Canyons has created 60 Tenancy in Common Interests in the Property and has the right to convey and or keep so many of such Tenancy in Common Interests as it, in its sole discretion, elects; and (b) Canyons may create and grant a Landholding with each Tenancy in Common Interest, which Landholdings shall be located and configured as Canyons may, in its sole discretion, elect. By acquisition of a Tenancy in Common Interest in the Property, each Owner hereby constitutes and appoints Canyons as its attorney-in-fact with full power to carry out those actions described in (a) and (b) above and to do any or all of the following:

A. Execute any and all land use applications, lot line adjustments, lot line adjustment deeds, easements, water right transfers, subdivision maps, conditional use permits, partition plats, or any other document of any kind whatsoever that may be necessary to accomplish development of 60 Tenancy in Common Interests in the Property and the right to place dwellings upon up to 60 individual Landholdings, subject to the terms and conditions of the Declaration and the terms and conditions of this Tenancy in Common Agreement;

B. Effect water right transfers or file change of use applications with respect to some or all of the Property's water rights; and grant easements and road dedications;

C. Accept deed(s) from Canyons for additional property to be added to the Property and to be owned by the Owners of Tenancy in Common Interests and subject to this Agreement; provided Canyons has conducted a Level 1 environmental assessment, which, in the reasonable discretion of Canyons, reveals no likely environmental hazard existing on such additional property;

D. Accept deed(s) from Canyons for Tenancy in Common Interests in the Property in the event that Canyons elects to reduce the total number of Tenancy in Common Interests in the Property by conveying one or more to the then-Owners of Tenancy in Common Interests;

E. Negotiate, execute, deliver and/or record such documents as are necessary to grant one or more conservation easements, wildlife habitat management/restoration easements and/or riparian management/restoration easements over portions of the Property; provided, such easements are consistent with the general agricultural and recreational nature of The Canyons Ranch; and provided further, such easement(s) are granted within ten (10) years of the date of this Agreement. As used herein, "consistent with the general agricultural and recreational nature" shall not prohibit Canyons from granting easements that prevent or restrict farming or recreational activities on portions of the Property that are east of the Crooked River;

F. Negotiate, execute, deliver and/or record such documents as are necessary to subject portions of the Property to wildlife habitat conservation management plan(s) in accordance with ORS 215.800 et seq. (or successor provisions); provided, however, such plans are first adopted within ten (10) years of the date of this Agreement. Adopting such plans for portions of the Property could have the effect of reducing the Non-Residential Property Taxes;

G. Negotiate, execute, deliver and/or record such documents as are necessary to subject portions of the Property to riparian and/or wildlife/fish habitat restoration by the Deschutes Soil & Water Conservation District (the "District"), including, without limitation, a lease in favor of the District.

H. Negotiate, execute, deliver and/or record such documents as are necessary to obtain tax exempt status for portions of the Property as "designated riparian land" pursuant to ORS 308A.350 et seq. (or successor provisions); provided, however, such status is first obtained within ten (10) years of the date of this Agreement;

I. Execute and deliver such documents as are necessary to convey portions of the Property to separate ownership from the Owners or Canyons if Canyons deems such transfer necessary in connection with land use applications; provided, however, such conveyance shall occur within ten (10) years of the date of this Agreement; and provided further, the transferee of such portions of the Property shall, within twenty-four (24) months of the date of such transfer, grant an easement over the transferred property in favor of the Owners and the Association. Such easement shall provide that, exclusive of landholdings, the transferred property shall be maintained and used by the Owners and the Association as if it were still a part of the Property;

J. To execute and submit such applications as are reasonably necessary to permit Canyons to maintain all existing development and building rights and to allow Canyons to reconfigure the placement of existing dwellings on the Property. The foregoing shall include,

without limitation, the right to seek land use or building permits for the placement and installation of mobile homes and/or manufactured homes.

#### **12.2 Reciprocal Grant By and To Owners**

By acquisition of a Tenancy in Common Interest in the Property, each Owner hereby constitutes and appoints each other Owner (including Canyons, as the owner of tenancy in common interests in the Property) as its attorney-in-fact with full power to execute and submit such applications as are reasonably necessary to permit such Owner to construct his or her Residential Improvements within such Owner's Building Envelope, including, without limitation, land use permit applications and building permit applications. The foregoing shall not be construed to permit any Owner to submit land use applications for any portion of the Property outside his or her own Building Envelope.

### **SECTION 13 OTHER CANYONS RIGHTS**

In addition to the other rights granted herein, Canyons shall have the rights described in this Section 13 with respect to the Property:

#### **13.1 Amenities**

For a period of 25 years commencing January 1, 2002, Canyons shall have the right to create amenities on any portion of the Property (excluding Landholdings). Such amenities may, but shall not be required to, include a winery, an equestrian center, riding or biking paths or trails, lakes, shooting facilities, dog kennels, irrigation ponds and equipment, man-made lakes and/or ponds, maintenance shop, hay barns, recreational vehicle storage area(s), driving range and/or practice greens, tennis facilities, golf driving or putting facilities, swimming facilities, picnic areas, gazebos, an entry gate, fencing, irrigation equipment, cross country skiing facilities and/or trails, canoe and/or kayaking facilities, fishing facilities and ancillary uses. Canyons shall make any such amenities available for the use of all Owners of Tenancy in Common Interests; provided, however, Canyons shall have the right to charge membership and/or user fees and to impose rules and regulations as a condition to the use of any or all such amenities; and, provided further, Canyons shall have the right to make such amenities available to third parties upon the same fees and rules and regulations as shall apply to Owners.

#### **13.2 Creation of Landholdings**

Canyons shall have the right to create Landholdings by granting any of the following to a purchaser or Owner of a Tenancy in Common Interest: Contractual rights to use up to 15 acres of the Property as described in Section 4.1; or a lease to use up to 15 acres of the Property as described in Section 4.1; or an easement to use up to 15 acres of the Property as described in Section 4.1; or an irrevocable license to use up to 15 acres of the Property as described in Section 4.1.

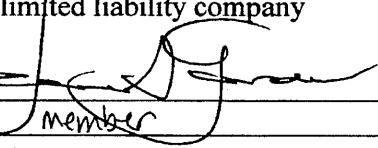
#### **13.3 Grant of Tenancy in Common Interests**

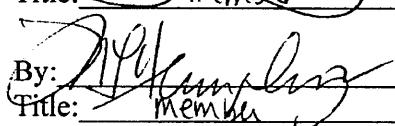
In the event that Canyons elects at any time to sell its then-remaining Tenancy in Common Interests, Canyons shall have the right to sell or otherwise convey such interests to: (i)

any person, persons or entities, or (ii) the Association; or (iii) to all the then-existing Owners of Tenancy in Common Interests. In the event that Canyons elects (iii), the Tenancy in Common Interests conveyed to the then-existing Owners shall be conveyed equally to all Owners so that their interests in the Property shall be increased proportionately.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

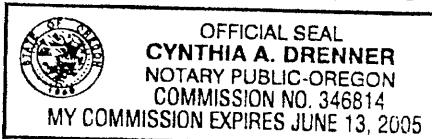
CANYONS LAND AND CATTLE  
COMPANY LLC,  
an Oregon limited liability company

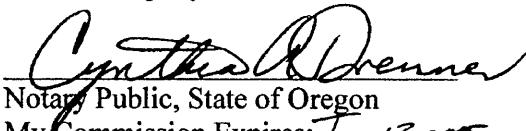
By:   
Title: Member

By:   
Title: Member

STATE OF OREGON }  
COUNTY OF Deschutes }

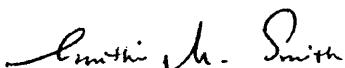
The foregoing instrument was acknowledged before me the 22nd day of May 2003,  
by James A. Cardoche Member of Canyons Land and Cattle Company  
LLC, an Oregon limited liability company, on behalf of the company.



  
Notary Public, State of Oregon  
My Commission Expires: June 13, 2005

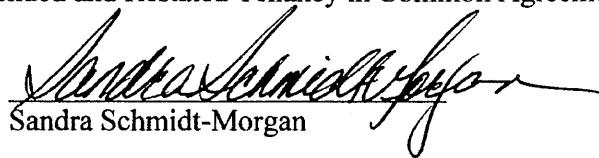
STATE OF OREGON }  
COUNTY OF Deschutes }

The foregoing instrument was acknowledged before me the 27<sup>th</sup> day of May 2003,  
by M.L. Humphreys, the partner/member of Canyons Land and Cattle Company  
LLC, an Oregon limited liability company, on behalf of the company.

  
Notary Public, State of Oregon  
My Commission Expires: June 8, 2004

Cynthia M. Smith  
Commission No 335405  
Expires June 8, 2004

As the current owner of a tenancy in common interest in the Property, and as an Owner, the undersigned hereby consents to this Amended and Restated Tenancy in Common Agreement.



Sandra Schmidt-Morgan

### CONSENT

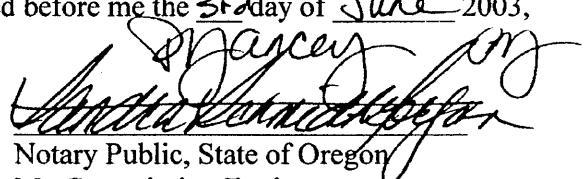
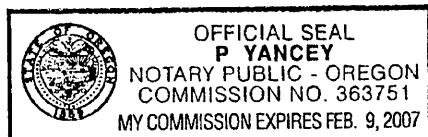
As the beneficiary of a trust deed encumbering the Morgan tenancy in common interest in the Property, the undersigned hereby consents to this Amended and Restated Tenancy in Common Agreement.

U.S. BANK NATIONAL ASSOCIATION

By: Wes Wright  
Name: Wes Wright  
Title: Vice President

STATE OF OREGON }  
COUNTY OF Deschutes }

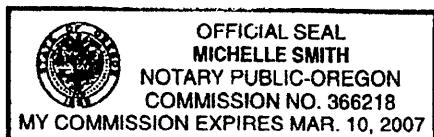
The foregoing instrument was acknowledged before me the 3rd day of June 2003, by Sandra Schmidt-Morgan.



Notary Public, State of Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON }  
COUNTY OF Deschutes }

The foregoing instrument was acknowledged before me the 28<sup>th</sup> day of May 2003, by Wes Wright, the Vice President of U.S. Bank National Association, on behalf of the bank..



Notary Public, State of Oregon  
My Commission Expires: 3-10-07

**EXHIBIT "A"**

**PARCEL I:**

The South Half of the Southwest Quarter (S 1/2 SW 1/4) and the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 2, EXCEPTING THEREFROM that portion conveyed to the United States of America by Donation Deed recorded May 10, 1941 in Volume 60, Page 54, Deed Records, and that part of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 11 lying North and East of the rimrock on the North and East side of the Crooked River Canyon, all in Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

**PARCEL II:**

The Northwest Quarter (NW 1/4) of Section 1, and the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4), and the North Half of the Southeast Quarter (N 1/2 SE 1/4) of Section 2, all in Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

**PARCEL III:**

The Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 2, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

**PARCEL IV:**

The East Half (E 1/2) of Section 3, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, EXCEPTING THEREFROM that portion conveyed to the United States of America by Donation Deed recorded May 10, 1941 in Book 60, Page 56, Deed Records

**PARCEL V:**

The West Half (W 1/2) of Section 3, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion conveyed to Everett Thornburgh and Eva Thornburgh by Warranty Deed recorded January 25, 1983 in Book 3, Page 41, Official Records.

**PARCEL VI:**

The South Half of the Southeast Quarter (S 1/2 SE 1/4) of Section 4, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion lying within the right of way of U.S. Highway 97 and the Oregon Trunk Railway as located July 1, 1966.

**PARCEL VII:**

That portion of the Northeast Quarter (NE 1/4) of Section 9, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, lying and being East of the Burlington Northern Railroad Tracks.

**PARCEL VIII:**

A parcel of land situated in a portion of the East Half of the Northeast Quarter (E ½ NE ¼) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a 3-1/4 inch aluminum cap monumenting the East Quarter corner of Section 10, the initial as well as the TRUE POINT OF BEGINNING, a point from which a 5/8 inch rebar monumenting the Center Quarter corner of said Section 10 bears South 89°37'23" West, 2628.07 feet; thence South 89°37'23" West along the South line of said East Half of Northeast Quarter (E ½ NE ¼), 1084.04 feet to the boundary of a parcel of land described in Volume 150, Page 530, Deed Records; thence North 00°04'01" East along said boundary, 515.00 feet; thence North 89°37'23" East along said boundary, 307.00 feet; thence North 00°04'01" East along said boundary, 185.00 feet; thence South 89°37'23" West along said boundary, 537.00 feet to the West line of said East Half of Northeast Quarter (E ½ NE ¼); thence North 00°04'01" East along said West line, 339.17 feet to the prolongation of an existing fence; thence North 89°15'55" East along said fence and its prolongation, 214.92 feet; thence North 02°25'34" West along said existing fence, 271.32 feet; thence North 01°33'41" West along said existing fence, 165.78 feet; thence North 85°06'20" East along said existing fence, 366.98 feet; thence North 07°10'37" West along said existing fence, 181.98 feet; thence Easterly along said existing fence approximately 10 feet to the brink of the West canyon rim of the Crooked River; thence Northeasterly along said brink approximately 970 feet to the North line of said East Half of the Northeast Quarter (E ½ NE ¼); thence Easterly along said North line approximately 534 feet to the Northeast corner of said Section 10; thence Southerly along the East line of said Section 10 approximately 2632 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion lying North and East of the centerline of the Crooked River.

**PARCEL IX:**

A portion of the East Half of the Northeast Quarter (E ½ NE ¼) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southwest corner of said East Half of the Northeast Quarter (E ½ NE ¼); thence Northerly long the West edge of said tract, a distance of 700 feet; thence Easterly and parallel to the South line of said tract, a distance of 537 feet; thence Southerly and parallel to the West line of said tract, a distance of 185 feet; thence Westerly and parallel to the Southerly edge of said tract a distance of 307 feet; thence Southerly and parallel to the West edge of said tract, a distance of 515 feet to the South line of said tract; thence Westerly along the South edge of said tract, a distance of 230 feet to the point of beginning.

**PARCEL X:**

Commencing at a 3-1/4 inch aluminum cap monumenting the East Quarter corner of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point, a point from which a 5/8 inch re-bar monumenting the Center Quarter corner of said Section 10 bears South 89°37'23" West, 2628.07 feet; thence South 89°37'23" West along the South line of the East Half of the Northeast Quarter (E ½ NE ¼) of said Section 10, 1314.04 feet to the West line of said East Half of Northeast Quarter (E ½ NE ¼); thence North 00°04'01" East along said West line, 1305.64 feet to an existing fence and the TRUE POINT OF BEGINNING; thence North 87°55'28" East along said existing fence, 203.24 feet; thence South 02°25'34" West along said existing fence, 271.32 feet; thence South 89°15'55" West along said existing fence and its prolongation, 214.92 feet to the West line of said East Half of the Northeast Quarter (E ½ NE ¼); thence North 00°04'01" East along said West line, 266.47 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying with roadways.

**PARCEL XI:**

Commencing at a 3-1/4 inch aluminum cap monumenting the East Quarter corner of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point, a point from which a 5/8 inch re-bar monumenting the Center Quarter corner of said Section 10 bears South 89°37'23" West, 2628.07 feet; thence South 89°37'23" West along the South line of the East Half of the Northeast Quarter (E ½ NE ¼) of said Section 10, 1314.04 feet to the West line of said East Half of the Northeast Quarter (E ½ NE ¼); thence North 00°04'01" East along said West line, 1305.64 feet to an existing fence and the TRUE POINT OF BEGINNING; thence North 87°55'28" East along said existing fence, 203.24 feet; thence North 01°33'41" West along said existing fence, 165.78 feet; thence North 85°06'20" East along said existing fence, 366.98 feet; thence North 07°10'37" West along said existing fence, 181.98 feet; thence Easterly along said existing fence approximately 10 feet to the brink of the West canyon rim of the Crooked River; thence Northeasterly along said brink approximately 970 feet to the North line of said East Half of Northeast Quarter (E ½ NE ¼); thence Westerly along said North line approximately 780 feet to the West line of said East Half of Northeast Quarter (E ½ NE ¼); thence South 00°04'01" West along said West line, 1312.09 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying within roadways.

**PARCEL XII:**

The Northwest Quarter (NW ¼); the Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼); the West Half of the Southeast Quarter (W ½ SE ¼); and the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM the East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (E ½ NE ¼ NE ¼ SE ¼) of Section 10; and ALSO

EXCEPTING THEREFROM the East 20 feet of the Northwest Quarter of the Northeast Quarter (NW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ) of Section 10 heretofore conveyed to Deschutes County for road purposes.

**PARCEL XIII:**

The Southwest Quarter of the Northeast Quarter (SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ) and the Northeast Quarter of the Southwest Quarter (NE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM the East 20 feet of the Southwest Quarter of the Northeast Quarter (SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ) heretofore conveyed to Deschutes County for road purposes.

**PARCEL XIV:**

That portion of the Northwest Quarter of the Northwest Quarter (NW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) of Section 11, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, lying South and West of the Crooked River.

**PARCEL XV:**

The Southwest Quarter of the Northwest Quarter (SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) and the North Half of the Northwest Quarter of the Southwest Quarter (N  $\frac{1}{2}$  NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) of Section 11, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM those portions lying East of the centerline of Crooked River.

AND the East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (E  $\frac{1}{2}$  NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

**PARCEL XVI:**

Lots 5 and 6, Block 1, ARROWDALE, Deschutes County, Oregon.

**PARCEL XVII:**

That portion of the Northeast Quarter of the Southeast Quarter (NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ) of Section 9, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the East Quarter corner of said Section 9; thence North 89° 20' West, a distance of 512.0 feet to a point in the centerline of the Austin Road (now known as NW Eby Avenue); thence South a distance of 20.0 feet to a point in the South right of way line of said Austin Road (now known as NW Eby Avenue), marked by a one inch steel bar, THE POINT OF BEGINNING; thence North 88° 20' West along said South right of way line, a distance of 582.4 feet to a corner fence post at the intersection of said South

right of way line of said Austin Road (now known as NW Eby Avenue) and the Easterly right of way line of the Oregon Trunk Railway; thence South  $22^{\circ} 20'$  East along said Easterly right of way line of said Railroad, a distance of 629.3 feet to a point in said Easterly right of way line of said Railroad marked by a one inch steel bar; thence North  $75^{\circ} 48'$  East, a distance of 374.8 feet to a point marked by a one inch steel bar; thence North  $02^{\circ} 40'$  West, a distance of 474.1 feet to the point of beginning.

**PARCEL XVIII:**

That portion of the Northeast Quarter (NE1/4) of Section 9, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, lying and being Westerly of the right of way of the Oregon Trunk Railway.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State of Oregon Highway Commission, by Warranty Deed recorded November 14, 1953 in Book 105 at Page 461, Deed Records.

ALSO EXCEPTING THEREFROM beginning at a point 1055.24 feet South and 100 feet East of the Quarter corner between Section 4 and 9; thence South along the East side of the now existing highway, 1122 feet; thence South  $89^{\circ} 45'$  East, 396 feet; thence North, 1122 feet; thence North  $89^{\circ} 45'$  West, 396 feet to the point of beginning.

**EXHIBIT "A"**

**PARCEL I:**

The South Half of the Southwest Quarter (S ½ SW ¼) and the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 2, EXCEPTING THEREFROM that portion conveyed to the United States of America by Donation Deed recorded May 10, 1941 in Volume 60, Page 54, Deed Records, and that part of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section 11 lying North and East of the rimrock on the North and East side of the Crooked River Canyon, all in Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

**PARCEL II:**

The Northwest Quarter (NW ¼) of Section 1, and the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼), and the North Half of the Southeast Quarter (N ½ SE ¼) of Section 2, all in Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

**PARCEL III:**

The Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) of Section 2, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

**PARCEL IV:**

The East Half (E ½) of Section 3, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion conveyed to the United States of America by Donation Deed recorded May 10, 1941 in Book 60, Page 56, Deed Records

**PARCEL V:**

The West Half (W ½) of Section 3, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion conveyed to Everett Thornburgh and Eva Thornburgh by Warranty Deed recorded January 25, 1983 in Book 3, Page 41, Official Records.

**PARCEL VI:**

The South Half of the Southeast Quarter (S ½ SE ¼) of Section 4, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion lying within the right of way of U.S. Highway 97 and the Oregon Trunk Railway as located July 1, 1966.

**PARCEL VII:**

That portion of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 9, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, lying and being East of the Burlington Northern Railroad Tracks.

**PARCEL VIII:**

A parcel of land situated in a portion of the East Half of the Northeast Quarter (E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a 3-1/4 inch aluminum cap monumenting the East Quarter corner of Section 10, the initial as well as the TRUE POINT OF BEGINNING, a point from which a 5/8 inch rebar monumenting the Center Quarter corner of said Section 10 bears South 89°37'23" West, 2628.07 feet; thence South 89°37'23" West along the South line of said East Half of Northeast Quarter (E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ), 1084.04 feet to the boundary of a parcel of land described in Volume 150, Page 530, Deed Records; thence North 00°04'01" East along said boundary, 515.00 feet; thence North 89°37'23" East along said boundary, 307.00 feet; thence North 00°04'01" East along said boundary, 185.00 feet; thence South 89°37'23" West along said boundary, 537.00 feet to the West line of said East Half of Northeast Quarter (E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ); thence North 00°04'01" East along said West line, 339.17 feet to the prolongation of an existing fence; thence North 89°15'55" East along said fence and its prolongation, 214.92 feet; thence North 02°25'34" West along said existing fence, 271.32 feet; thence North 01°33'41" West along said existing fence, 165.78 feet; thence North 85°06'20" East along said existing fence, 366.98 feet; thence North 07°10'37" West along said existing fence, 181.98 feet; thence Easterly along said existing fence approximately 10 feet to the brink of the West canyon rim of the Crooked River; thence Northeasterly along said brink approximately 970 feet to the North line of said East Half of the Northeast Quarter (E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ); thence Easterly along said North line approximately 534 feet to the Northeast corner of said Section 10; thence Southerly along the East line of said Section 10 approximately 2632 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion lying North and East of the centerline of the Crooked River.

**PARCEL IX:**

A portion of the East Half of the Northeast Quarter (E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southwest corner of said East Half of the Northeast Quarter (E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ); thence Northerly long the West edge of said tract, a distance of 700 feet; thence Easterly and parallel to the South line of said tract, a distance of 537 feet; thence Southerly and parallel to the West line of said tract, a distance of 185 feet; thence

Westerly and parallel to the Southerly edge of said tract a distance of 307 feet; thence Southerly and parallel to the West edge of said tract, a distance of 515 feet to the South line of said tract; thence Westerly along the South edge of said tract, a distance of 230 feet to the point of beginning.

**PARCEL X:**

Commencing at a 3-1/4 inch aluminum cap monumenting the East Quarter corner of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point, a point from which a 5/8 inch re-bar monumenting the Center Quarter corner of said Section 10 bears South 89°37'23" West, 2628.07 feet; thence South 89°37'23" West along the South line of the East Half of the Northeast Quarter (E ½ NE ¼) of said Section 10, 1314.04 feet to the West line of said East Half of Northeast Quarter (E ½ NE ¼); thence North 00°04'01" East along said West line, 1305.64 feet to an existing fence and the TRUE POINT OF BEGINNING; thence North 87°55'28" East along said existing fence, 203.24 feet; thence South 02°25'34" West along said existing fence, 271.32 feet; thence South 89°15'55" West along said existing fence and its prolongation, 214.92 feet to the West line of said East Half of the Northeast Quarter (E ½ NE ¼); thence North 00°04'01" East along said West line, 266.47 feet to the POINT OF BEGINNING.

**PARCEL XI:**

Commencing at a 3-1/4 inch aluminum cap monumenting the East Quarter corner of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point, a point from which a 5/8 inch re-bar monumenting the Center Quarter corner of said Section 10 bears South 89°37'23" West, 2628.07 feet; thence South 89°37'23" West along the South line of the East Half of the Northeast Quarter (E ½ NE ¼) of said Section 10, 1314.04 feet to the West line of said East Half of the Northeast Quarter (E ½ NE ¼); thence North 00°04'01" East along said West line, 1305.64 feet to an existing fence and the TRUE POINT OF BEGINNING; thence North 87°55'28" East along said existing fence, 203.24 feet; thence North 01°33'41" West along said existing fence, 165.78 feet; thence North 85°06'20" East along said existing fence, 366.98 feet; thence North 07°10'37" West along said existing fence, 181.98 feet; thence Easterly along said existing fence approximately 10 feet to the brink of the West canyon rim of the Crooked River; thence Northeasterly along said brink approximately 970 feet to the North line of said East Half of Northeast Quarter (E ½ NE ¼); thence Westerly along said North line approximately 780 feet to the West line of said East Half of Northeast Quarter (E ½ NE ¼); thence South 00°04'01" West along said West line, 1312.09 feet to the POINT OF BEGINNING.

**PARCEL XII:**

The Northwest Quarter (NW ¼); the Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼); the West Half of the Southeast Quarter (W ½ SE ¼); and the Northeast Quarter of

the Southeast Quarter (NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM the East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (E  $\frac{1}{2}$  NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ) of Section 10.

AND

The South Half of the Northwest Quarter of the Southwest Quarter (S1/2 NW1/4 SW1/4) of Section 11, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM the portions lying East of the centerline of the Crooked River.

**PARCEL XIII:**

The Southwest Quarter of the Northeast Quarter (SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ) and the Northeast Quarter of the Southwest Quarter (NE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM the East 20 feet of the Southwest Quarter of the Northeast Quarter (SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ) heretofore conveyed to Deschutes County for road purposes.

**PARCEL XIV:**

That portion of the Northwest Quarter of the Northwest Quarter (NW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) of Section 11, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, lying South and West of the Crooked River.

**PARCEL XV:**

The Southwest Quarter of the Northwest Quarter (SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) and the North Half of the Northwest Quarter of the Southwest Quarter (N  $\frac{1}{2}$  NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) of Section 11, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM those portions lying East of the centerline of Crooked River.

AND the East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (E  $\frac{1}{2}$  NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

**PARCEL XVI:**

Lots 5 and 6, Block 1, ARROWDALE, Deschutes County, Oregon.

**PARCEL XVII:**

That portion of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 9, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the East Quarter corner of said Section 9; thence North 89° 20' West, a distance of 512.0 feet to a point in the centerline of the Austin Road (now known as NW Eby Avenue); thence South a distance of 20.0 feet to a point in the South right of way line of said Austin Road (now known as NW Eby Avenue), marked by a one inch steel bar, THE POINT OF BEGINNING; thence North 88° 20' West along said South right of way line, a distance of 582.4 feet to a corner fence post at the intersection of said South right of way line of said Austin Road (now known as NW Eby Avenue) and the Easterly right of way line of the Oregon Trunk Railway; thence South 22° 20' East along said Easterly right of way line of said Railroad, a distance of 629.3 feet to a point in said Easterly right of way line of said Railroad marked by a one inch steel bar; thence North 75° 48' East, a distance of 374.8 feet to a point marked by a one inch steel bar; thence North 02° 40' West, a distance of 474.1 feet to the point of beginning.

**PARCEL XVIII:**

That portion of the Northeast Quarter (NE1/4) of Section 9, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, lying and being Westerly of the right of way of the Oregon Trunk Railway.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State of Oregon Highway Commission, by Warranty Deed recorded November 14, 1953 in Book 105 at Page 461, Deed Records.

ALSO EXCEPTING THEREFROM beginning at a point 1055.24 feet South and 100 feet East of the Quarter corner between Section 4 and 9; thence South along the East side of the now existing highway, 1122 feet; thence South 89° 45' East, 396 feet; thence North, 1122 feet; thence North 89° 45' West, 396 feet to the point of beginning.



## Exhibit B      Description of Landholdings

### TYE ENGINEERING & SURVEYING, INC.

725 NW Hill, Bend, Oregon 97701 • (541) 389-6959 • Fax (541) 385-1341  
email: [tyeengr@bendcable.com](mailto:tyeengr@bendcable.com)   webpage: [tyeengineering.com](http://tyeengineering.com)

#### LEGAL DESCRIPTION LAND HOLDING AREA NO. 19

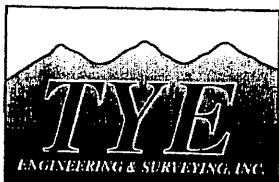
A tract of land located in the East one-half of Section 3, Township 14 South, Range 13  
East, of the Willamette Meridian, Deschutes County, Oregon, being more particularly  
described as follows:

Beginning at the Section corner common to Sections 2, 3, 10 and 11; thence  
North 55°19'27" West 2566.38 feet to the **TRUE POINT OF BEGINNING**;  
thence North 25°00'00" East 474.03 feet; thence North 24°10'23" East 797.68  
feet to a point on the southerly bank of the Crooked River; thence along said  
Southerly bank along the following courses; thence North 64°54'28" East 91.52  
feet; thence North 68°55'21" East 95.46 feet; thence North 73°18'51" East  
95.46 feet; thence North 73°38'02" East 111.67 feet; thence North 69°52'53"  
East 111.67 feet; thence leaving said southerly bank of the Crooked River, South  
25°09'54" West 1045.52 feet; thence 83.57 feet along the arc of a 150.00 foot  
radius curve left, the chord of which bears South 24°43'23" West 82.50 feet;  
thence South 08°45'42" West 105.62 feet; thence 84.29 feet along the arc of a  
125.59 foot radius curve left, the chord of which bears South 10°27'54" East  
82.72 feet; thence 36.34 feet along the arc of a 115.00 foot radius curve right,  
the chord of which bears South 20°38'24" East 36.19 feet; thence South  
00°53'13" East 131.11 feet; thence 48.12 feet along the arc of a 188.00 foot  
radius curve right, the chord of which bears South 06°26'47" West 47.99 feet;  
thence 50.11 feet along the arc of a 262.00 foot radius curve left, the chord of  
which bears South 08°18'02" West 50.03 feet; thence South 02°49'17" West  
140.96 feet; thence 18.35 feet along the arc of a 10.00 foot radius curve right,  
the chord of which bears South 55°23'20" West 15.88 feet; thence 114.08 feet  
along the arc of a 288.00 foot radius curve right, the chord of which bears North  
60°41'44" West 113.34 feet; thence 212.25 feet along the arc of a 512.00 foot  
radius curve left, the chord of which bears North 61°13'25" West 210.74 feet;  
thence North 73°06'00" West 75.08 feet; thence 78.52 feet along the arc of a  
200.00 foot radius curve right, the chord of which bears North 61°51'08" West  
78.02 feet; thence 110.29 feet along the arc of a 810.00 foot radius curve right,  
the chord of which bears North 46°42'13" West 110.20 feet to the **TRUE  
POINT OF BEGINNING**.

Containing 13.47 acres, more or less.

Landholding 19

# Exhibit B



## TYE ENGINEERING & SURVEYING, INC.

725 NW Hill, Bend, Oregon 97701 • (541) 389-6959 • Fax (541) 385-1341  
email: [tyeengr@bendcable.com](mailto:tyeengr@bendcable.com) webpage: [tyeengineering.com](http://tyeengineering.com)

### LEGAL DESCRIPTION BUILDING ENVELOPE NO. 19

A tract of land located in the East one-half of Section 3, Township 14 South, Range 13 East, of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the Section corner common to sections 2, 3, 10 and 11, thence North 50°37'10" West 2585.89 feet to the **TRUE POINT OF BEGINNING**; thence North 25°00'00" East 210.33 feet; thence North 87°37'34" East 86.52 feet; thence South 83°31'38" East 81.46 feet; thence South 69°44'32" East 7.79 feet; thence South 07°19'22" East 27.03 feet; thence South 04°18'16" West 84.37 feet; thence South 87°10'01" East 72.86 feet; thence South 25°00'00" West 202.36 feet; thence North 65°00'00" West 273.58 feet to the **TRUE POINT OF BEGINNING**.

Containing 1.45 acres, more or less.

Landholding 19

## Exhibit B



# TYE ENGINEERING & SURVEYING, INC.

725 NW Hill, Bend, Oregon 97701 • (541) 389-6959 • Fax (541) 385-1341  
email: [tyeengr@bendcable.com](mailto:tyeengr@bendcable.com) webpage: [tyeengineering.com](http://tyeengineering.com)

### LEGAL DESCRIPTION LANDSCAPE AREA NO. 19

A tract of land located in the East one-half of Section 3, Township 14 South, Range 13  
East, of the Willamette Meridian, Deschutes County, Oregon, being more particularly  
described as follows:

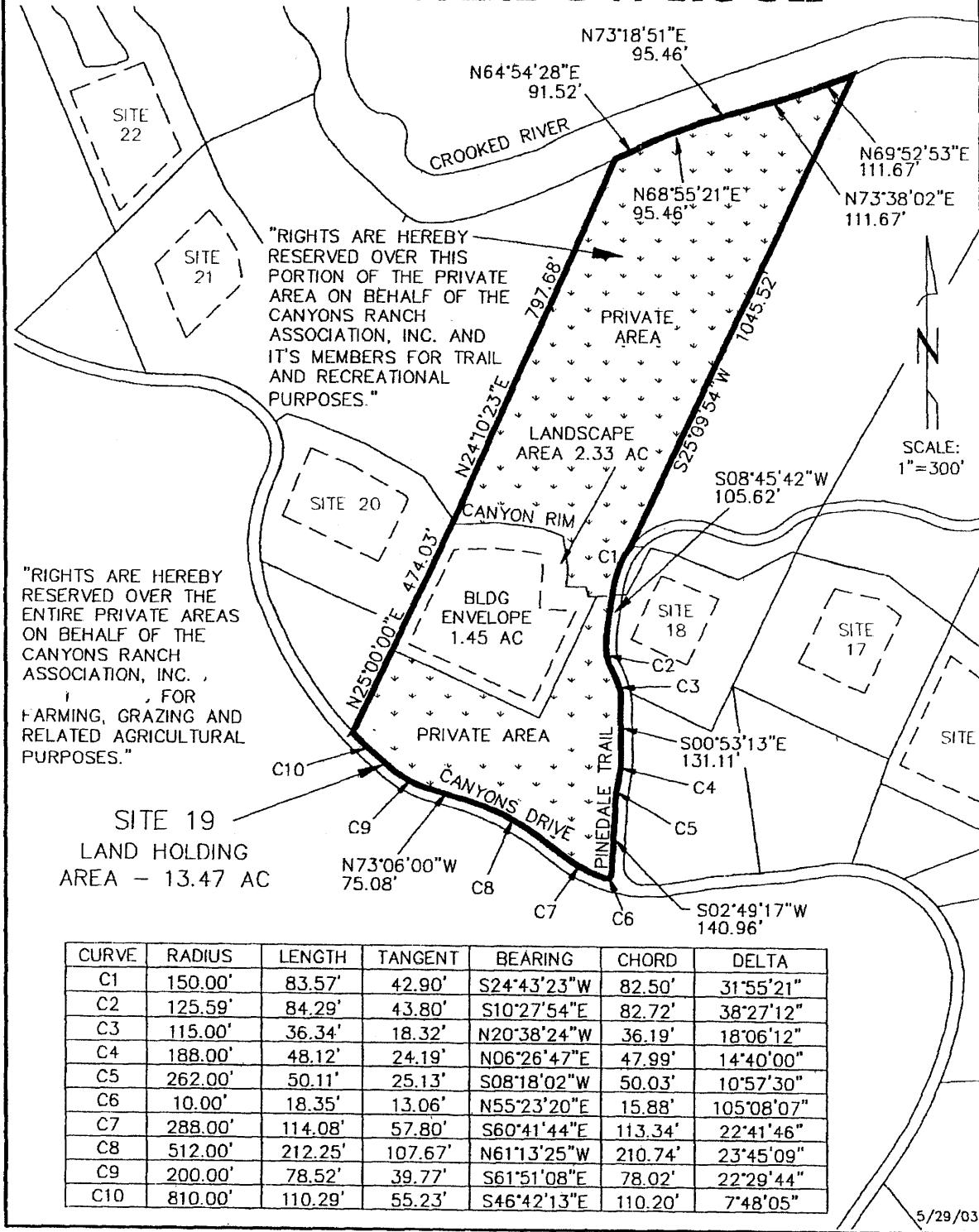
Beginning at the Section corner common to sections 2, 3, 10 and 11,  
thence North 55°19'27" West 2566.38 feet; thence North 25°00'00" East  
185.89 feet to the **TRUE POINT OF BEGINNING**; thence North  
25°00'00" East 288.14 feet to a point on the Southerly rim of the Crooked  
River Canyon; thence along said southerly rim along the following  
courses; thence South 34°38'30" East 9.93 feet; thence North 87°37'34"  
East 83.00 feet; thence South 83°31'38" East 91.37 feet; thence South  
69°44'32" East 44.13 feet; thence South 07°19'22" East 62.42 feet; thence  
South 04°18'16" West 38.16 feet; thence South 87°10'01" East 41.10 feet;  
thence South 12°09'06" East 19.34 feet; thence North 86°00'54" East  
16.11 feet; thence leaving said southerly rim of the Crooked River Canyon  
South 25°00'00" West 273.42 feet; thence North 65°00'00" West 323.58  
feet to the **TRUE POINT OF BEGINNING**.

Containing 2.33 acres, more or less.

Landholding 19

Exhibit B

# THE CANYONS RANCH SITE 19 - WINDOW ROCK



Landholding 19

Exhibit B

# THE CANYONS RANCH SITE 19 - WINDOW ROCK

LINE TABLE		
LINE	LENGTH	BEARING
L1	62.42'	N07°19'22"W
L2	38.16'	N04°18'16"E
L3	41.10'	N87°10'01"W
L4	19.34'	N12°09'06"W
L5	16.11'	S86°00'54"W

"RIGHTS ARE HEREBY RESERVED OVER THIS PORTION OF THE PRIVATE AREA ON BEHALF OF THE CANYONS RANCH ASSOCIATION, INC. AND IT'S MEMBERS FOR TRAIL AND RECREATIONAL PURPOSES."

