

**DOCKETED**

<b>Docket Number:</b>	23-OPT-01
<b>Project Title:</b>	Fountain Wind Project
<b>TN #:</b>	248331
<b>Document Title:</b>	Lease with Oxbow Holdings
<b>Description:</b>	N/A
<b>Filer:</b>	Caitlin Barns
<b>Organization:</b>	Stantec Consulting Services, Inc.
<b>Submitter Role:</b>	Applicant Consultant
<b>Submission Date:</b>	1/5/2023 10:11:26 AM
<b>Docketed Date:</b>	1/5/2023



2016-0021421

Recorded	REC FEE	66.00
Official Records		
County of		
Shasta		
Leslie Morgan		
Assessor-Recorder		

04:06PM 26-Jul-2016	CB	Page 1 of 10
---------------------	----	--------------

**PREPARED BY:**

Iberdrola Renewables, LLC  
 Attn: Elizabeth Gonzalez  
 1125 NW Couch, Suite 700  
 Portland, OR 97209  
 Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
 Attn: Krista Bengtson Cook  
 225 South Sixth Street, Suite 3500  
 Minneapolis, MN 55402-4629  
 Telephone: 612.604.6676

1806

(Space above this line for Recorder's use only)

**MEMORANDUM OF OPTION FOR AMENDED, RESTATED AND COMBINED WIND ENERGY LEASE**

**BETWEEN**

**OXBOW TIMBER I, LLC**

**AND**

**PACIFIC WIND DEVELOPMENT LLC**

**EXHIBIT "D"**

**Form of Memorandum of Option**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Pacific Wind Development LLC  
Attn: Contracts Administration  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Telephone No.: (503) 796-7000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF OPTION FOR  
AMENDED, RESTATED AND COMBINED WIND ENERGY LEASE**

This Memorandum of Option for Amended, Restated and Combined Wind Energy Lease ("Memorandum") is made and entered into on April 4, 2016, by and between **OXBOW TIMBER I, LLC**, a Delaware limited liability company ("Grantor"); and **PACIFIC WIND DEVELOPMENT LLC**, an Oregon limited liability company ("Grantee"). Grantor and Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

**RECITALS**

A. Grantor is the owner of certain real property situated in the County of Shasta, State of California, more particularly described on **Exhibit "1"**, attached hereto and incorporated herein (the "Property"). The Property consists of approximately 39,196 Gross Acres.

B. Grantee is a renewable energy developer that is evaluating the development, installation, construction, and operation of a wind energy project located in Shasta County, California ("Project"), including, but not limited to, conducting certain resource assessment studies, and constructing and maintaining temporary equipment on the Property.

C. Concurrently herewith, the Parties have entered into that certain Option for Amended, Restated and Combined Wind Energy Lease (the "Option Agreement") covering the Property. Under the Option Agreement, Grantee has the right to lease, without becoming obligated to lease, the Property and the right to conduct certain activities to assess the viability of the Property for wind energy development.

D. Prior to the Option Agreement, the Parties previously entered into two distinct agreements, each titled an Option For Wind Energy Lease, that each cover portions of the Property, and together cover the entire Property (together with certain excess land that is now intentionally no longer identified on Exhibit "1" as a part of the Property). Such two distinct prior agreements covered more areas of land than just the Property identified on the Exhibit "1" attached hereto, and the Parties are intentionally reducing the total area of optioned land by entering into this updated Option Agreement that purposely applies to a smaller area. The first Option for Wind Energy Lease that was entered into between the Parties, dated May 31, 2012, pertains to approximately 17,279 acres of the Property (the "First Existing Option"), a memorandum of which was recorded in the Official Records as Document # 2012-0032392 on September 25, 2012. The property acreage previously covered by the First Existing Option has been intentionally reduced from approximately 17,279 acres to approximately 13,857 acres of property, as more particularly set forth herein on the second half of Exhibit "1" and as further set forth in the second APN parcel table included within the Exhibit "1", attached hereto and incorporated herein. The second Option for Wind Energy Lease that was entered into between the Parties, dated December 14, 2012, pertains to approximately 43,743 acres of the Property (the "Second Existing Option", and together with the First Existing Option, the "Prior Existing Property Options"), a memorandum of which was recorded in the Official Records as Document # # 2015-0016028 on June 5, 2015. The property acreage previously covered by the Second Existing Option has been intentionally reduced from approximately 43,743 acres to approximately 25,339 acres of property, as more particularly set forth herein on the first half of Exhibit "1" and as further set forth in the first APN parcel table included within the Exhibit "1". The Parties have amended, restated, combined and superseded the Prior Existing Property Options with the Option Agreement that encompasses the entire Property into a single agreement document without compromising the previous dates of the public notice of Grantee's prior existing option interests in the Property that has been provided and accomplished by the prior recordation of memoranda of the Prior Existing Property Options in the Official Records of Shasta County, California (the "Official Records").

E. Pursuant to the Option Agreement, Grantee has obtained from Grantor, and Grantor has granted to Grantee, an irrevocable option for the Initial Option Term (as such capitalized term is defined herein), subject to the one-year Option Extension Period (as such capitalized term is defined herein) to exclusively lease a portion of the Property for development, construction, operation, transmission, access, and other purposes related to the generation and supply of electrical power from wind energy upon the terms and conditions set forth in the Option Agreement.

F. The Parties have agreed upon the terms of the lease for the portion of the Property that Grantee elects to lease, should Grantee exercise the option contained in the Option Agreement. Such form of mutually agreed lease agreement is attached as an exhibit to the Option Agreement, to be implemented in the case that Grantee elects to exercise its option.

G. Grantor and Grantee desire to execute this Memorandum to provide public notice of Grantee's rights under the Option Agreement to all third parties.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. Grant of Option. Grantor has granted to Grantee an exclusive option to lease a portion of the Property, size and location to be determined by Grantee upon exercise of the Option,

but not less than 1 gross acre nor more than 2,000 gross acres, for wind energy development and related purposes (the "Option"), provided that the terms and conditions of the Option and Grantee's rights hereunder are as set forth in the Option Agreement. Notwithstanding any provision in the Option Agreement to the contrary, the Parties mutually agree that in the event of Option exercise, the Parties will reasonably and diligently cooperate, communicate and act throughout the life of the Project to promote and support wind non-obstruction and non-interference with the Project, as set forth within the operative lease agreement. All property that was covered by the Prior Existing Property Options that is not now described on the attached Exhibit "1" is hereby released from the Prior Existing Property Options and the recorded Memoranda thereof referenced above.

2. Option Terms. The initial term of the amended restated and combined Option Agreement ("Initial Option Term") shall commence on April 2016 and shall continue for five (5) years, unless earlier terminated under the terms of the Option Agreement. Grantee shall have the right, but not the obligation, to extend the Initial Term for one option extension period of one (1) year ("Option Extension Period"). The Option Extension Period, if any, shall commence no later than the end of the Initial Term.

3. Rights of Grantee. During the term of the Option Agreement, Grantee, or authorized representatives, contractors and agents of Grantee shall have the right of ingress and egress on, over, under to, off of and across the Property together with the right, but not the obligation, to (i) install, maintain, operate, inspect and remove one or more wind monitoring devices and all associated activities, including the making of all studies and surveys associated therewith, including but not limited to, obtaining all necessary permits, (ii) conduct geotechnical studies and other activities as may be necessary and appropriate to determine the viability of the Property for a wind energy project, including completing a construction cost estimate, (iii) take any and all other actions as may be necessary or proper for effectuating a change of zoning and/or permitting of the Property to allow wind energy development on the Property and (iv) exercise Grantee's other rights as are more particularly set forth in the Option Agreement.

4. Option Agreement Governs. The provisions of the Option Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede or modify the provisions of the Option Agreement, and this Memorandum shall not be used in interpreting such provisions. In the event of any conflict between this Memorandum and the Option Agreement, the Option Agreement shall control.

5. Successors and Assigns. This Memorandum and the Option Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Option Agreement and/or an assignment.

6. Governing Law. This Memorandum and the Option Agreement are governed by the laws of the State of California.

7. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.


[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the date first above written.

**"GRANTEE"**

**PACIFIC WIND DEVELOPMENT LLC,**  
an Oregon limited liability company

LEGAL  
KFC  
MK

By:  \_\_\_\_\_

Name: Rany Raviv

Title: Authorized Representative

By:  \_\_\_\_\_

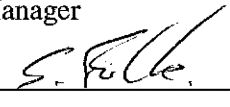
Name: Robin Brown  
Authorized Representative

Title: Authorized Representative

**"GRANTOR"**

**OXBOW TIMBER I, LLC,**  
a Delaware limited liability company

By: Roseburg Resources Co.,  
Its Manager

By:  \_\_\_\_\_

Name: SCOTT FOLK

Title: Senior Vice President Resources

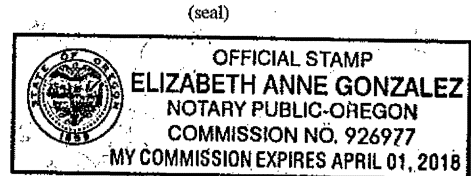
STATE OF OREGON )  
 ) ss.  
COUNTY OF MULTNOMAH )

On April 4, 2016 before me, Elizabeth Anne Gonzalez, Notary Public, personally appeared Pamy Rawie and Robin Brown, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Elizabeth Anne Gonzalez



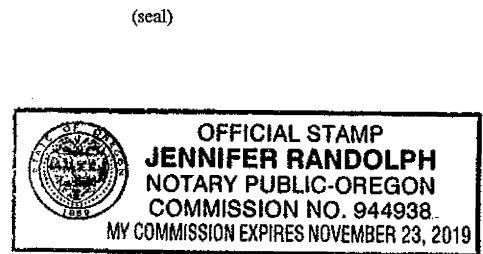
STATE OF Oregon )  
 ) ss.  
COUNTY OF Douglas )

On March 3rd, 2016 before me, Jennifer Randolph, Notary Public, personally appeared Scott Folk, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature S. Folk



STATE OF Oregon )  
 )SS  
COUNTY OF Douglas )

On March 3<sup>rd</sup>, 2016, before me, Jennifer Randolph, Notary Public, personally appeared Scott Folk, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Notary Signature Jennifer Randolph





**EXHIBIT "1"**

**Description of the Property**

The following described real property in Shasta County, California, unincorporated area, consisting of approximately 39,196 acres:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SHASTA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

**TRACT I:**

TOWNSHIP 33 NORTH, RANGE 1 EAST, M.D.B.&M.

SECTION 3: LOTS 1, 2, 3, 4, 5, 6, 7 AND 8; THE SOUTHWEST ONE-QUARTER; AND THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER  
APN: 098-270-001

TOWNSHIP 34 NORTH, RANGE 1 EAST, M.D.B.&M.

SECTION 1: ALL  
APN: 029-190-013

SECTION 2: ALL  
APN: 029-190-014

SECTION 3: ALL  
APN: 029-190-017

SECTION 4: ALL

EXCEPTING FROM SAID LOT 4 AN UNDIVIDED 1/16 INTEREST IN AND TO ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT FROM THE STATE OF CALIFORNIA TO FREDA LAMSON, RECORDED JULY 30, 1928, IN BOOK 42, OFFICIAL RECORDS PAGE 485.  
APN: 029-170-005, 006, 007 AND 008

SECTION 8: THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER; THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER.  
APN: 029-310-005

SECTION 7 AND 8: PARCELS 29, 30, 32 AND 33 AS SHOWN ON THE RECORD OF SURVEY FOR FOREST SPRINGS LAND COMPANY RECORDED DECEMBER 18, 1969, IN BOOK 34 OF LAND SURVEYS AT PAGE 58 AND ON THE AMENDED RECORD OF SURVEY RECORDED MAY 27, 1970, IN BOOK 34 OF LAND SURVEYS AT PAGE 133.

EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME AS CONTAINED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO JOHN MAINTIE RECORDED MAY 18, 1929, IN BOOK 15 OF PATENTS AT PAGE 200.  
APN: 029-310-006, 029-310-007, 029-310-010 AND 029-310-012

**SECTION 9: ALL**  
**APN: 029-170-017**

**SECTION 10: ALL**  
**APN: 029-190-016**

**SECTION 11: ALL**  
**APN: 029-190-010**

SECTION 12: ALL  
APN: 029-190-011 AND 012

SECTION 13: ALL  
APN: 029-210-019

SECTION 14: ALL EXCEPT THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER EXCEPTING FROM THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER ALL OIL, GAS, OIL SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER, GEOTHERMAL RESOURCES AND ALL OTHER MINERAL DEPOSITS, AS RESERVED IN THE PATENT FROM THE STATE OF CALIFORNIA TO KIMBERLY-CLARK CORPORATION, RECORDED JUNE 5, 1968, IN BOOK 958 OF OFFICIAL RECORDS AT PAGE 255, SHASTA COUNTY RECORDS.  
APN: 029-210-020

SECTION 15: THE EAST ONE-HALF; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER; AND THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER; AND THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER  
APN: 029-210-001, 030 AND 033

SECTION 16: ALL  
APN: 029-200-041

**SECTION 17: THE EAST ONE-HALF**  
**APN: 029-200-042**

SECTION 21: ALL  
APN: 029-200-043

SECTION 22: ALL  
APN: 029-210-021

SECTION 23: ALL  
APN: 029-210-009

SECTION 25: ALL  
APN: 029-250-005

SECTION 26: ALL

EXCEPTING FROM THE NORTHEAST ONE-QUARTER ALL OIL, GAS, OIL SHALE, COAL,  
PHOSPHATE, SODIUM, GOLD, SILVER AND ALL OTHER MINERAL DEPOSITS AS RESERVED IN  
THE PATENT FROM THE STATE OF CALIFORNIA RECORDED DECEMBER 14, 1956, IN BOOK 516  
OF OFFICIAL RECORDS AT PAGE 219, SHASTA COUNTY RECORDS.  
APN: 029-250-010

SECTION 27: ALL  
APN: 029-250-001

SECTION 28: ALL  
APN: 029-220-006

SECTION 29: ALL  
APN: 029-220-005

SECTION 33: ALL  
APN: 029-220-012

SECTION 34: ALL  
APN: 029-250-006

SECTION 35: ALL  
APN: 029-250-007

SECTION 36: ALL  
APN: 029-250-011

TOWNSHIP 34 NORTH, RANGE 2 EAST, M.D.B.&M.

SECTION 5: LOTS 3 AND 4; THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER

APN: 034-010-003

SECTION 6: ALL

APN: 034-010-017

TOWNSHIP 35 NORTH, RANGE 1 EAST, M.D.B.&M.

SECTION 14: LOTS 3 AND 4, THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, THE NORTHWEST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER.

APN: 027-140-002

SECTION 14: THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER.

APN: 027-140-004

SECTION 22: THAT PORTION LYING SOUTHEASTERLY OF HIGHWAY 299 IN THE NORTHEAST ONE-QUARTER AND THE SOUTH ONE-HALF

APN: 027-140-028

SECTION 23: ALL

APN: 027-140-022 and 027-140-015

SECTION 25: THE NORTHEAST ONE-QUARTER, THE SOUTH ONE-HALF.

**LESS AND EXCEPT** ALL OF THAT PORTION OF THE NORTHEAST ONE-QUARTER THAT IS LOCATED NORTH OF HIGHWAY 299 WHICH IS OTHERWISE COMMONLY KNOWN AS APN: 027-160-017

APN: 027-160-049

SECTION 26: ALL

EXCEPTING THEREFROM THAT PORTION CONVEYED BY THE QUITCLAIM DEED TO THE STATE OF CALIFORNIA RECORDED IN THE OFFICE OF THE COUNTY RECORDER OCTOBER 26, 1955, IN BOOK 474 OF OFFICIAL RECORDS AT PAGE 213 SHASTA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE PARCEL DESCRIBED IN THE DEED TO C.S. ERICKSON, ET UX, RECORDED IN THE OFFICE OF THE COUNTY RECORDER DECEMBER 15, 1960, IN BOOK 652 OF OFFICIAL RECORDS AT PAGE 609, SHASTA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED IN THE OFFICE OF THE COUNTY RECORDER MAY 23, 1956, IN BOOK 492 OF OFFICIAL RECORDS AT PAGE 368, SHASTA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ONE-SIXTEENTH INTEREST OF ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT DATED JULY 14, 1928 FROM THE STATE OF CALIFORNIA TO FRED A LAMSON, RECORDED JULY 30, 1928, IN BOOK 42 OF OFFICIAL RECORDS AT PAGE 485, SHASTA COUNTY RECORDS.

APN: 027-160-034 AND 048

SECTION 27: THE SOUTH ONE-HALF OF THE NORTH ONE-HALF, THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER, THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

"BEGINNING AT THE CENTER OF THE NORTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST M.D.B.&M.; THENCE ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 27 NORTH 00 DEGREES 21'52" EAST A DISTANCE OF 521.26 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE HIGHWAY U.S. 299; THENCE ON AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY U.S. 299, NORTH 86 DEGREES 45'30" WEST A DISTANCE OF 108.15 FEET; THENCE NORTH 71 DEGREES 00' WEST A DISTANCE OF 34.55 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF U.S. 299 AND THE CENTER OF COUNTY ROAD NO. 42-C; THENCE SOUTH 19 DEGREES 00' WEST A DISTANCE OF 51.45 FEET; THENCE SOUTH 17 DEGREES 27'26" EAST A DISTANCE OF 513.62 FEET TO THE POINT OF BEGINNING, CONTAINING .1.01 ACRES IN THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST, M.D. B. & M., THE LAST TWO COURSES OF THE ABOVE DESCRIPTION RUN ALONG COUNTY ROAD NO. 42-C BUT NOT THE CENTERLINE."

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF SHASTA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER DECEMBER 15, 1970, IN BOOK 1050 OF OFFICIAL RECORDS AT PAGE 601, SHASTA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE PARCEL DESCRIBED IN THE DEED TO MOOSE RECREATIONAL CAMP LTD, RECORDED IN THE OFFICE OF THE COUNTY RECORDER AUGUST 4, 1947, IN BOOK 276 OF OFFICIAL RECORDS AT PAGE 45, SHASTA COUNTY RECORDS.  
APN: 027-160-047

SECTION 28: ALL EXCEPTING THEREFROM THE PARCEL DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER AUGUST 8, 1960, IN BOOK 642 OF OFFICIAL RECORDS AT PAGE 49, SHASTA COUNTY RECORDS.  
APN: 027-210-006

SECTION 32: THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER. THE PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER DESCRIBED IN THE DEED FROM BERTHA F. JOHNSTONE DATED OCTOBER 3, 1960 AND RECORDED FEBRUARY 14, 1961, IN BOOK 657 OF OFFICIAL RECORDS AT PAGE 578, SHASTA COUNTY RECORDS.

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO BERTHA F. JOHNSTONE DATED OCTOBER 13, 1960 AND RECORDED FEBRUARY 14, 1961, IN BOOK 657 OF OFFICIAL RECORDS AT PAGE 571, SHASTA COUNTY RECORDS.  
APN: 027-220-013

SECTION 33: ALL  
APN: 027-220-001

SECTION 34: THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE NORTHWEST ONE-QUARTER, AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER  
APN: 027-160-020

SECTION 35: ALL, EXCEPT THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER  
APN: 027-160-042

SECTION 36: ALL  
APN: 027-160-027

TOWNSHIP 35 NORTH, RANGE 2 EAST, M.D.B. & M.

SECTION 29: THAT PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER THAT EXISTS SOUTHWESTERLY OF HIGHWAY 299.  
A portion of APN: 030-080-014

SECTION 30: ALL OF THAT PORTION OF SECTION 30 THAT EXISTS TO THE SOUTH OF HIGHWAY 299.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN CENTER OF EAST BRANCH OF HATCHET CREEK 660' FEET EAST OF AND 621' NORTH OF THE ONE-QUARTER SECTION CORNER ON THE WEST SIDE OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, M.D.M.; THENCE SOUTH 621' TO A YEW POST; THENCE EAST 660' TO A POST; THENCE NORTH 630' TO A CENTER OF CREEK; THENCE DOWN SAID CREEK TO A POINT OF BEGINNING

APN: 030-080-006; 030-080-008; A portion of APN: 030-080-005;  
A portion of APN: 030-080-007

SECTION 31: ALL  
APN: 030-080-013

SECTION 32: THE WEST ONE-HALF.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST ONE-HALF OF SECTION 32 THAT EXISTS NORTHEASTERLY OF HIGHWAY 299.

A portion of APN: 030-080-014

**EXHIBIT "1" A.P.N. TABLE FOR  
APPROXIMATELY 25,339 ACRES OF THE PROPERTY**

APN	Area (acres)	APN	Area (acres)
027-140-002-000	519	029-200-043-000	640
027-140-004-000	40	029-210-001-000	480
027-140-015-000	320	029-210-009-000	640
027-140-022-000	320	029-210-019-000	640
027-140-028-000	48	029-210-020-000	600
027-160-020-000	320	029-210-021-000	640
027-160-027-000	640	029-210-033-000	20
027-160-034-000	75	029-220-005-000	640
027-160-042-000	620	029-220-006-000	640
027-160-047-000	432	029-220-012-000	640
027-160-048-000	524	029-250-001-000	640
027-160-049-000	389	029-210-001-000	480
027-210-006-000	639	029-250-005-000	640
027-220-001-000	640	029-250-006-000	640
029-170-005-000	39	030-080-005-000	160
029-170-006-000	39	030-080-006-000	40
029-170-007-000	40	030-080-007-000	95
029-170-008-000	517	030-080-008-000	40
029-170-017-000	640	030-080-013-000	528
029-190-010-000	640	030-080-014-000	290
029-190-011-000	320	034-010-003-000	241
029-190-012-000	320	034-010-017-000	528
029-190-013-000	654	029-250-005-000	640
029-190-014-000	623	029-250-006-000	640
029-190-016-000	640	029-250-007-000	640
029-190-017-000	628	029-250-010-000	640
029-200-041-000	640	029-310-005-000	360
029-200-042-000	320	098-270-001-000	633
029-310-006-000	41	029-310-007-000	50
029-310-010-000	40	029-310-012-000	40
027-220-013-000	127		
		<b><u>TOTAL AREA (Acres):</u></b>	<b><u>25,339</u></b>

Together with the following described real property located in Shasta County, California:

**TOWNSHIP 35 NORTH, RANGE 1 EAST, M.D.B.&M.**

**SECTION 2: ALL EXCEPT LOTS 1, 2, 7 AND 8.  
APN: 027-120-002**

**SECTION 3: ALL  
APN: 027-120-001**

**SECTION 4: ALL EXCEPT THE SOUTHWEST ONE-QUARTER.  
APN: 027-110-013**

**SECTION 9: ALL  
APN: 027-110-020**

**SECTION 10: ALL  
APN: 027-120-009**

**SECTION 15: ALL  
APN: 027-140-001**

Section 16: THE EAST ONE-HALF.  
A portion of APN: 027-130-009

**SECTION 22: THE NORTHEAST ONE-QUARTER, THE SOUTH ONE-HALF  
EXCEPTING THEREFROM THAT PORTION LYING SOUTHEASTERLY OF HIGHWAY 299  
APN: 027-140-027**

**TOWNSHIP 36 NORTH, RANGE 1 EAST, M.D.B.&M.**

Section 16: THE SOUTH ONE-HALF.  
A portion of APN: 022-110-006

Section 17: THE SOUTH ONE-HALF.  
A portion of APN: 022-110-003

Section 18: THE SOUTH ONE-HALF.  
A portion of APN: 022-110-002



**SECTION 19: ALL  
APN: 022-110-007**

**SECTION 20: ALL  
APN: 022-110-008**

**SECTION 21: ALL  
APN: 022-110-011**

**SECTION 28: THE WEST ONE-HALF OF THE WEST ONE-HALF  
APN 022-130-010**

**SECTION 29: ALL  
APN: 022-130-009**

**SECTION 30: LOTS 1, 2, 3 AND 4; THE EAST ONE-HALF; THE EAST ONE-HALF OF THE  
SOUTHWEST ONE-QUARTER; THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER;  
AND THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST  
ONE-QUARTER.  
APN: 022-130-001, 003, 004, 005, 006, 007, AND 008**

**SECTION 31: THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER;  
THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE  
NORTHEAST ONE-QUARTER; THE NORTHWEST ONE-QUARTER.**

A portion of APN: 022-130-020

**SECTION 32: THE EAST ONE-HALF; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER;  
THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER  
APN: 022-130-023**

**TOWNSHIP 36 NORTH, RANGE 1 WEST, M.D.B.&M.**

**SECTION 13: ALL  
APN: 021-290-001**

**SECTION 14: THE FOLLOWING DESCRIBED PARCELS OF LAND:**

**(A) THE SOUTH ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-  
HALF; THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER; THE**

SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER; THE  
NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER.

A portion of APN: 021-290-002

(B) THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE  
SOUTHEAST ONE-QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 1  
WEST, M.D.B.&M.

APN: 021-290-010

**SECTION 15: ALL**

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE TRANSMISSION AGENCY OF  
NORTHERN CALIFORNIA BY DEED RECORDED JANUARY 14, 1991, IN BOOK 2679, PAGE 536,  
SHASTA COUNTY RECORDS.

APN: 021-230-028

**SECTION 16: THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER; THE SOUTHEAST  
ONE-QUARTER**

APN: 021-220-009

SECTION 21: THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER;  
THE NORTH ONE-HALF OF THE EAST ONE-HALF OF THE WEST ONE-HALF;  
THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER.

A portion of APN: 021-220-010

SECTION 22: THE NORTH ONE-HALF.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE  
TRANSMISSION AGENCY OF NORTHERN CALIFORNIA BY DEED RECORDED  
JANUARY 14, 1991, IN BOOK 2679 PAGE 536, SHASTA COUNTY RECORDS.

A portion of APN: 021-230-030

**SECTION 23: ALL**

APN: 021-230-012

**SECTION 24: ALL**

APN: 021-230-013

**SECTION 25: ALL**

APN: 021-250-005

SECTION 36: THE NORTH ONE-HALF.  
 APN: 021-250-008

EXHIBIT "1" A.P.N. TABLE FOR  
 APPROXIMATELY 13,857 ACRES OF THE PROPERTY

APN	Area (acres)	APN	Area (acres)
027-120-002-000	489	022-130-004-000	30
027-120-001-000	664	022-130-005-000	30
027-110-013-000	480	022-130-006-000	30
027-110-020-000	640	022-130-007-000	440
027-120-009-000	640	022-130-008-000	30
027-140-001-000	640	022-130-020-000	261
027-130-009-000	320	022-130-023-000	440
027-140-027-000	409	021-290-001-000	640
022-110-006-000	320	021-290-002-000	280
022-110-003-000	320	021-290-010-000	20
022-110-002-000	320	021-230-028-000	616
022-110-007-000	640	021-220-009-000	240
022-110-008-000	640	021-220-010-000	240
022-110-011-000	640	021-230-030-000	308
022-130-010-000	160	021-230-012-000	640
022-130-009-000	640	021-230-013-000	640
022-130-001-000	40	021-250-005-000	640
022-130-003-000	10	021-250-008-000	320
		<b>TOTAL AREA (Acres):</b>	<b><u>13,857</u></b>