

EXHIBIT A
LEGAL DESCRIPTION

Parcel I:

Township 13 South, Range 31 East of the Willamette Meridian, Grant County, Oregon:
 Section 16: S1/2SW1/4.
 Section 21: NW1/4; SAVE & EXCEPT the S1/2S1/2SE1/4NW1/4.
 (Tax Acct. 3-10 13-31 TL1036; Ref. 39205)

Parcel II:

Township 13 South, Range 31 East of the Willamette Meridian, Grant County, Oregon:
 Section 17: The East 1760 feet.
 Section 20: The East 1760 feet of the N1/2; and all that portion of the East 1760 feet of the SE1/4 lying in the area described as follows: Beginning at the Northwest corner of the SE1/4 of said Section 20; thence South, along the West line of said SE1/4, 570.0 feet to the North boundary line of tailing piles; thence, along said North boundary line as follows; East, 350.0 feet; N68°10'E, 1532.6 feet to the North line of said SE1/4; thence West, along the North line of said SE1/4, 1772.7 feet to the point of beginning.
 TOGETHER WITH that portion of the East 1760 feet of the SE1/4 conveyed to Michael G. Smith, et al, by deed recorded May 28, 1997, as Inst. No. 970949. SAVE & EXCEPT that portion conveyed to WR2 Forest Products, Inc., by deed recorded May 28, 1997, as Inst. No. 970950.
 (Tax Accts. 3-4 & 3-10 13-31 TL1035; Refs. 1712 & 39204)

Parcel III:

Township 13 South, Range 31 East of the Willamette Meridian, Grant County, Oregon:
 Section 17: ALL; SAVE & EXCEPT the East 1760 feet and SAVE & EXCEPT the West 1760 feet.
 Section 20: N1/2; SAVE & EXCEPT the East 1760 feet and SAVE & EXCEPT the West 1760 feet.
 TOGETHER WITH all that portion of the SE1/4 lying in the area described as follows: Beginning at the Northwest corner of the SE1/4 of said Section 20; thence South, along the West line of said SE1/4, 570.0 feet to the North boundary line of tailing piles; thence, along said North boundary line as follows; East, 350.0 feet; N68°10'E, 1532.6 feet to the North line of said SE1/4; thence West, along the North line of said SE1/4, 1772.7 feet to the point of beginning. SAVE & EXCEPT any portion lying within the East 1760 feet.
 TOGETHER WITH that portion of the SE1/4 conveyed to Michael G. Smith, et al, by deed recorded May 28, 1997, as Inst. No. 970949. SAVE & EXCEPT that portion conveyed to WR2 Forest Products, Inc., by deed recorded May 28, 1997, as Inst. No. 970950; and SAVE & EXCEPT any portion lying within the East 1760 feet.
 (Tax Accts: 3-4 & 3-10 13-31 TL1034; Refs. 39202 & 39203)

Parcel IV:

Township 13 South, Range 31 East of the Willamette Meridian, Grant County, Oregon:
 Section 17: The West 1760 feet.
 Section 20: The West 1760 feet of the N1/2.
 (Tax Acct. 3-10 13-31 TL1033; Ref. 39146)

Parcel V:

Township 13 South, Range 31 East, Willamette Meridian, Grant County, Oregon:

Portion of Sections 9, 10 and 16: **PARCEL 3 OF LAND PARTITION NO. 2006-31**, as shown by the plat thereof on file and of record in the Office of the County Clerk of Grant County, Oregon, on December 28, 2006, TOGETHER WITH the following:

(a) That portion, if any, of the NW1/4 said Section 10 lying Southerly of the following described line: Beginning at CORNER "B" as said corner is shown on Grant County Record Map of Survey No. 1790, said map being on file and of record in the office of the Grant County Surveyor; thence Westerly, 2640 feet, more or less to CORNER "A" as said corner is shown on Grant County Record Map of Survey No. 1790, said map being on file and of record in the office of the Grant County Surveyor and the terminus of said described line.

(b) That portion, if any, of the N1/2 said Section 9 being a portion of Parcel 1 of Land Partition Plat No. 2006-31, said plat being on file and of record in the office of the Grant County Clerk, lying Southerly of the following described line: Beginning at CORNER "A" as said corner is shown on Grant County Record Map of Survey No. 1790, said map being on file and of record in the office of the Grant County Surveyor; thence Westerly, 5349.33 feet, more or less to the W1/4 Corner of said Section 9 and the terminus of said described line.

SAVE & EXCEPT the following:

(a) That portion, if any, of the SW1/4 said Section 10 being a portion of Parcel 3 of Land Partition Plat No. 2006-31, said plat being on file and of record in the office of the Grant County Clerk, lying Northerly of the following described line: Beginning at CORNER "B" as said corner is shown on Grant County Record Map of Survey No. 1790, said map being on file and of record in the office of the Grant County Surveyor; thence Westerly, 2640 feet, more or less to CORNER "A" as said corner is shown on Grant County Record Map of Survey No. 1790, said map being on file and of record in the office of the Grant County Surveyor and the terminus of said described line.

(b) That portion, if any, of the S1/2 said Section 9 being a portion of Parcel 3 of Land Partition Plat No. 2006-31, said plat being on file and of record in the office of the Grant County Clerk, lying Northerly of the following described line: Beginning at CORNER "A" as said corner is shown on Grant County Record Map of Survey No. 1790, said map being on file and of record in the office of the Grant County Surveyor; thence Westerly, 5349.33 feet, more or less to the W1/4 Corner of said Section 9 and the terminus of said described line.

(Tax Acct. 3-10 13-31 TL1041; Ref. 39684)

PARCEL VI:

Land in Grant County, Oregon, as follows:

PARCEL 2 of LAND PARTITION PLAT NO. 2006-24, according to the plat thereof filed for record in the office of the clerk of said county and state on November 27, 2006.

(Tax Acct. 3-10 12-31 TL2302; Ref. 39473)

Land in Grant County, Oregon, as follows:

PARCEL 3 of LAND PARTITION PLAT NO. 2006-24, according to the plat thereof filed for record in the office of the clerk of said county and state on November 27, 2006.

SAVE & EXCEPT that portion conveyed to Jeffery S. Riggs and Barbara Fanning Riggs, husband and wife, by deed recorded December 5, 2007, Instrument No. 20073279.

(Tax Acct. 3-10 12-31 TL2301; Ref. 39151)

PARCEL VII:

Township 13 South, Range 31 East, Willamette Meridian, Grant County, Oregon:

Portion of Sections 4 and 9: **PARCEL 1 OF LAND PARTITION NO. 2006-31**, as shown by the plat thereof on file and of record in the Office of the County Clerk of Grant County, Oregon, on December 28, 2006; TOGETHER with that portion, if any, of the S1/2 said Section 9 being a portion of Parcel 3 of Land Partition Plat No. 2006-31, said plat being on file and of record in the office of the Grant County Clerk, lying Northerly of the following described line: Beginning at CORNER "A" as said corner is shown on Grant County Record Map of Survey No. 1790, said map being on file and of record in the office of the Grant County Surveyor; thence Westerly, 5349.33 feet, more or less to the W1/4 Corner of said Section 9 and the terminus of said described line.

EXCEPT that portion, if any, of the N1/2 said Section 9 being a portion of Parcel 1 of Land Partition Plat No. 2006-31, said plat being on file and of record in the office of the Grant County Clerk, lying Southerly of the following described line: Beginning at CORNER "A" as said corner is shown on Grant County Record Map of Survey No. 1790, said map being on file and of record in the office of the Grant County Surveyor; thence Westerly, 5349.33 feet, more or less to the W1/4 Corner of said Section 9 and the terminus of said described line.

(Tax Acct. 3-10 13-31 TL1000; Ref. 84)

PARCEL VIII:

Township 13 South, Range 31 East, Willamette Meridian, Grant County, Oregon:

Land in Grant County, Oregon, as follows:

PARCEL 2 of LAND PARTITION PLAT NO. 2006-31, according to the plat thereof filed for record in the office of the clerk of said county and state on December 28, 2006.

SAVE & EXCEPT the portion conveyed to Jeffery S. Riggs and Barbara Fanning Riggs, husband and wife, by deed recorded December 5, 2007, as Instrument No. 20073279.

(Tax Acct. 3-10 13-31 TL400; Ref. 9505)

EXHIBIT BENCUMBRANCES

1. As disclosed by the tax roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property may be subject to additional taxes or penalties and interest.
2. Declaration Prohibiting Pursuit of Claim of Relief – ORS 216.296, including the terms and provisions thereof:
Recorded : March 7, 2005
Instr. No. : 20050540
3. Boundary Line Agreement, including the terms and provisions thereof:
Between : Richard G. Patterson
And : Richard S. Page
And : Robert M. Armstrong and Richard S. Page, Trustees of the
: Charlie L. Page Trust
Recorded : February 20, 2007
Instr. No. : 20070486

Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways.

Reservations and exceptions, including the terms and provisions thereof, in patent:

From : the United States of America
 Recorded : August 13, 1923
 Book : 35
 Page : 131
 Affects : portion of Section 34, T12S, R31EWM and other property.
 to-wit: "Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862)."

Reservation, including the terms and provisions thereof, in deed:

Grantor : Eastern Oregon Land Company, a corp.
 Recorded : December 19, 1936
 Book : 35
 Page : 404
 Affects : Section 3, T13S, R31EWM and other property.
 to-wit: "RESERVING and EXCEPTING, however, to the Grantor, its successors and assigns, the use of all the surface ground necessary to access and for the purpose of exploring, developing or working of mines or valuable underground deposits of Minerals, or Oils, of whatsoever nature; also all the Gold, Silver, Copper, Iron or Minerals or whatsoever name or nature; and all the Coal, Mineral Oils or Vegetable Oils, or Oils of any name or nature, [or salt or saline springs, or springs of any name or nature], excepting Water, which are now known to exist or may hereafter be discovered in or upon the said land. Subject, however, to the condition that the Grantor herein shall pay to the Grantee, or successors, a proportionate rebate of the sale price for any lands recalled for Mineral etc. value upon demand for recall." NOTE: Mineral rights have been conveyed to E O M Limited, a California limited partnership by deed recorded July 31, 1984 in Deed Book 130, page 479 and corrections thereof recorded Jan. 7, 1985 in Deed Book 131, page 214, and recorded Sept. 3, 1985 in Deed Book 132, page 405.

Reservations and exceptions, including the terms and provisions thereof, in patent:

From : the United States of America
 Recorded : May 3, 1928
 Book : 37
 Page : 417
 Affects : S1/2SW1/4 of Section 4, T13S, R31EWM and other property.
 to-wit: "Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862)."

Right of Way Deeds, including the terms and provisions thereof:

For : Road right of way and purposes incidental thereto, over and across Secs. 9, 10, and 15, Twp. 13 S., R. 31 E., W.M., as more particularly described in said deeds
 Granted to : Grant County, Oregon
 Recorded : April 17, 1934
 Book : 40
 Page : 178
 Affects : Section 9, T13S, R31EWM and other property.
 NOTE: Resolution by the State Highway Commission, State of Oregon, filed in Commissioner's Journal M, page 92, appears to abandon their interest in the rights of way above.

Reservation, including the terms and provisions thereof, in deed:

Grantor : Eastern Oregon Land Company, a corp.
 Recorded : December 19, 1936
 Book : 41
 Page : 448
 Affects : Section 33, T12S, R31EWM and other property.
 to-wit: "RESERVING and EXCEPTING, however, to the Grantor, its successors and assigns, the use of all the surface ground necessary to access and for the purpose of exploring, developing or working of mines

or valuable underground deposits of minerals, or oils, of whatsoever nature; also all the gold, silver, copper, iron or minerals or whatsoever name or nature; and all the coal, mineral oils or vegetable oils, or oils of any name or nature, or salt or saline springs, or springs of any name or nature, excepting water, which are now known to exist or may hereafter be discovered in or upon the said land. Subject, however, to the condition that the Grantor herein shall pay to the Grantee, or successors, a proportionate rebate of the sale price for any lands recalled for mineral etc. value upon demand for recall." NOTE: Mineral rights have been conveyed to E O M Limited, a California limited partnership by deed recorded July 31, 1984 in Deed Book 130, page 479 and corrections thereof recorded Jan. 7, 1985 in Deed Book 131, page 214, and recorded Sept. 3, 1985 in Deed Book 132, page 405.

Order of Vacation in the County Court of the State of Oregon for the County of Grant, entitled "in the Matter of the Vacation of County Road No. 50, Old Long Creek-John Day Road from East Fork Beech Creek to John Day, Oregon", entered June 2, 1986 in Book M, page 51, Commissioner's Journal, by which the County Road across the E1/2, N1/2NW1/4 of Sec. 33, Twp. 12 S., R. 31 E., W.M. (and other lands), was vacated.

Reservations, including the terms and provisions thereof, in Warranty Deed and Grant of Easements:

Grantor : Michael G. Smith and Elaine L. Smith
 Grantee : Wilson Operations, Inc., an Oregon corp.
 Recorded : April 7, 2000
 Instr. No. : 200753
 Affects : As in said document.

to-wit: "Grantors convey to R.F. Wilson, Trustee of the R.F. Wilson Living Trust u/s/d May 10, 1996, his heirs, successors and assigns (Grantee) a perpetual nonexclusive easement to use a strip of land 40 feet wide to provide ingress and egress to the land described in this deed and Sections 33 and 34 in Township 12, Range 31. Grantors reserve for themselves, their heirs, successors and assigns, a perpetual nonexclusive easement to use said easement for ingress egress. Grantors and Grantee agree that the cost of maintaining the easement in repair shall be shared by each holder of an interest in the easement in proportion to the use made by the easement by each holder of an interest in the easement. Those holders of an interest in the easement that are responsible for the damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense. The approximate location of this easement is shown by the dotted lines on Exhibit A attached [thereto] and by this reference incorporated herein. The easement follows an existing road and is located only on Grantors property.
 Grantors convey to R. F. Wilson, Trustee of the R. F. Wilson Living Trust u/s/d May 10, 1996, his heirs, successors and assigns (Grantee) a perpetual nonexclusive easement to use a strip of land 60 feet wide to provide ingress and egress to the land described in this deed and Sections 33 and 34 in Township 12, Range 31. Grantors reserve for themselves, their heirs, successors, and assigns, a perpetual nonexclusive easement to use said easement for ingress and egress. Grantors and Grantee agree that the cost of maintaining the easement in repair shall be shared by each holder of an interest in the easement in proportion to the use made by the easement by each holder of an interest in the easement. Those holders of an interest in the easement that are responsible for the damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense. The approximate location of this easement is shown by the dotted lines on Exhibit B attached [thereto] and by this reference incorporated herein. The easement follows an existing road and is located only on Grantors property."

Reservations, including the terms and provisions thereof, in Warranty Deed and Grant of Easements:

Grantor : Michael G. Smith and Elaine L. Smith
 Grantee : Coastal Fibre, Inc., an Oregon corp.
 Recorded : April 7, 2000
 Instr. No. : 200754
 Affects : As in said document.

to-wit: "Grantors convey to R.F. Wilson, Trustee of the R.F. Wilson Living Trust u/s/d May 10, 1996, his heirs, successors and assigns (Grantee) a perpetual nonexclusive easement to use a strip of land 40 feet wide to provide ingress and egress to the land described in this deed and Sections 33 and 34 in Township 12, Range 31. Grantors reserve for themselves, their heirs, successors and assigns, a perpetual nonexclusive easement to use said easement for ingress egress. Grantors and Grantee agree that the cost of maintaining the easement in repair shall be shared by each holder of an interest in the easement in proportion to the use made by the easement by each holder of an interest in the easement. Those holders of an interest in the easement that are responsible for the damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense. The approximate location of this easement is shown by the dotted lines on Exhibit A attached [thereto] and by this reference incorporated herein. The easement follows an existing road and is located only on Grantors property.
 Grantors convey to R. F. Wilson, Trustee of the R. F. Wilson Living Trust u/s/d May 10, 1996, his heirs, successors and assigns (Grantee) a perpetual nonexclusive easement to use a strip of land 60 feet wide to provide ingress and egress to the land described in this deed and Sections 33 and 34 in Township 12, Range 31. Grantors reserve for themselves, their heirs, successors, and assigns, a perpetual nonexclusive easement to use said easement for ingress and egress. Grantors and Grantee agree that the cost of

maintaining the easement in repair shall be shared by each holder of an interest in the easement in proportion to the use made by the easement by each holder of an interest in the easement. Those holders of an interest in the easement that are responsible for the damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense. The approximate location of this easement is shown by the dotted lines on Exhibit B attached [thereto] and by this reference incorporated herein. The easement follows an existing road and is located only on Grantors property."

Easement Agreement, including the terms and provisions thereof:

Between : Richard S. Page, individually
 And : Richard S. Page and Robert M. Armstrong (also known as Bob Armstrong),
 Trustees of the Charlie Page Trust
 Recorded : July 28, 2006
 Instr. No. : 081745
 Affects : a portion of said premises and other property

Matters disclosed in Declaration and on the Plat for Land Partition Plat No. 2006-24, filed in the office of the Grant County Clerk on November 27, 2006.

Easement as shown on the Plat for Land Partition Plat No. 2006-24, filed in the office of the Grant County Clerk on November 27, 2006.

For : access
 Affects : a portion of said premises

Matters disclosed in Declaration and on the Plat for Land Partition Plat No. 2006-31, filed in the office of the Grant County Clerk on December 28, 2006.

Easement as shown on the Plat for Land Partition Plat No. 2006-31, filed in the office of the Grant County Clerk on December 28, 2006.

For : access
 Affects : a portion of said premises

Boundary Line Agreement, including the terms and provisions thereof:

Between : Richard G. Patterson
 And : Richard S. Page et al
 Recorded : February 20, 2007
 Instr. No. : 070486