

SEP 4 10 34 AM '90  
SECRETARY OF STATE

**CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
GRAY WHALE RANCH PROPERTIES**

THE UNDERSIGNED, desiring to form a limited partnership under Sections 53-201 through 53-267 of the Idaho Code, hereby make the following Certificate of Limited Partnership as required by Section 53-208, Idaho Code:

(1) The name of the partnership is GRAY WHALE RANCH PROPERTIES, A LIMITED PARTNERSHIP.

(2) The character of the business shall be to acquire, own, develop, manage, operate and maintain certain real property situated within Santa Cruz county, California, more particularly described upon SCHEDULE "A" attached hereto, which by this reference is incorporated herein.

(3) The principal place of business of the partnership is at 4414 S. Gekeler Lane, Boise, Idaho 83705 and its registered agent at such address is Richard D. Heaton.

(4) The names and business addresses of the general and limited partners are set forth upon SCHEDULE "B" attached hereto and by this reference incorporated herein.

(5) The capital contribution by each partner is set forth upon SCHEDULE "B" attached hereto, which has heretofore been incorporated by reference herein.

(6) No provision has been made for additional capital contributions by the partners.

(7) The rights of limited partners to substitute an assignee as a limited partner in the limited partnership are as set forth in Section 53-242, Idaho Code; PROVIDED, HOWEVER, each limited partner must first offer his ownership interest for sale to the other general and limited partners, on a pro rata basis, on terms no less favorable than offered to an outside party. No right to have an assignee substituted as a limited partner exists except, in case of death the heirs, devisees, legatees or other successors by operation of law may be so substituted; otherwise, an assignee may be so substituted only by unanimous consent of all other general and limited partners.

(8) A limited partners interest may only be terminated upon the termination and dissolution of the partnership. The amount of the distribution to each limited partner upon termination of his partnership interest is the same percentage

as such limited partners percentage of ownership in the limited partnership as set forth upon SCHEDULE "B" attached hereto, which has heretofore been incorporated by reference herein.

(9) Partners shall have the right to distributions of cash (but not distributions of property in kind) from the limited partnership from the profits of the partnership in the same percentage of total profits as such limited partners percentage of ownership in the limited partnership, as set forth upon SCHEDULE "B" attached hereto, which has heretofore been incorporated by reference herein.

(10) No partner has the absolute right to receive, nor may the general partner be required to make, distributions to any partner, including a return of all or any part of the partners contribution, except upon the termination and dissolution of the partnership.

(11) The partnership is to be dissolved and its affairs wound up upon the happening of the following events:

a. The dissolution, death, retirement, adjudication of bankruptcy or insolvency of the general partner unless, within a period of one (1) year from the date of such event, a successor general partner is elected by vote of limited partners entitled to more than fifty percent (50%) of the profits of the partnership.

b. The expulsion of the general partner unless, prior to the effective date upon which he is to be expelled, a successor general partner is elected by vote of the limited partners entitled to more than fifty percent (50%) of the profits of the partnership.

c. The written decision of limited partners entitled to more than sixty-six percent (66%) of the profits of the partnership.

d. The written decision of the general partner with the consent of limited partners entitled to more than fifty percent (50%) of the profits of the partnership.

(12) In the event of the dissolution, death, retirement, incompetency or withdrawal of a general partner, a successor general partner may be elected by vote of limited partners entitled to more than fifty percent (50%) of the profits of the partnership, which successor general partner may elect to continue the business of the partnership, and the heirs or legal representatives of any deceased general partner shall be entitled to continue to receive the share of profits of the

deceased general partner, but shall have no voice or control over the business affairs of the partnership, which control shall remain solely in the successor general partner.

DATED: September 1, 1990

**GENERAL PARTNER**

*Ronald C. Yanke*  
Ronald C. Yanke

**LIMITED PARTNERS**

*Susan L. Norby*  
Susan L. Norby

*Daniel R. Yanke*  
Daniel R. Yanke

*Jill M. Yanke*  
Jill M. Yanke

STATE OF IDAHO )  
                  ) SS  
County of ADA )

On this 1st day of September, 1990, before me, Virginia McDonald, a Notary Public for the state of Idaho, personally appeared RONALD C. YANKE known to me or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the



**SCHEDULE A**  
**TO**  
**ARTICLES/CERTIFICATE OF LIMITED PARTNERSHIP**  
**OF**  
**GRAY WHALE RANCH PROPERTIES**

**Legal description of Real Property acquired by Gray Whale Ranch Properties located in Santa Cruz County, State of California, commonly known as a portion of the Gray Whale Ranch.**

The complete and full legal description is set forth in EXHIBIT "A" attached hereto and by this reference incorporated herein.

EXHIBIT "A" Real property in Santa Cruz County,  
State of California, described as  
PARCEL ONE: follows:

BEING a part of the Rancho Refugio and a part of lands described as "Exhibit A Description of Open Space Easement, West Campus - Parcel D" in Open Space Easement recorded April 4, 1972 in Book 2187 of Official Records at Page 446, Santa Cruz County Records, and more particularly bounded and described, as follows, to wit:

BEGINNING a the Southeastern corner of lands described as Parcel 16 in Grant Deed from Henry Cowell Lime and Cement Company to E. H. Connick, et al, as trustees of the charitable trust known as the S. H. Cowell Foundation, filed March 30, 1956 in Volume 1067 of Official Records at Page 67, Santa Cruz County Records.

THENCE FROM SAID POINT OF BEGINNING along the Eastern boundary of said Parcel 16, North 1000.00 feet; thence parallel to the Southern boundary of said Parcel 16, North 70° 56' West 1000.00 feet; thence Northeasterly, along the Western boundary of said Parcel D, 720 feet, a little more or less, to the Easterly prolongation of the Southern boundary of lands described as Parcel B in said Open Space Easement; thence along said last mentioned prolongation, South 70° 56' East 390 feet, a little more or less, to the Eastern boundary of said Parcel 16; thence along said last mentioned boundary to a concrete monument at the Southwestern corner of the Thurber Tract; thence along the Southern boundary of said last mentioned lands, as shown on "Record of Survey Map of the Lands to be Conveyed to the Board of Regents of the University of California", filed in Volume 38 of Maps at Page 1, Santa Cruz County Records, South 89° 59' 20" East 1373.79 feet to a concrete monument at an angle on the Western boundary of said lands conveyed to the University of California; thence along said last mentioned boundary, South 17° 37' 20" East 3348.59 feet to a concrete monument at an angle; thence leaving said boundary South 30° 29' 45" East 1193.5 feet to a 1/2" iron pipe on the Western boundary of Empire Grade as shown on "Record of Survey Map of a part of Empire Grade through Lands of Cowell", filed in Volume 32 of Maps at Page 99, Santa Cruz County Records; thence along said last mentioned boundary South 7° 26' East 40.00 feet; thence South 59° 37' 40" East 141.67 feet; thence Southerly on a curve to the left, from a tangent bearing South 5° 20' 30" East, with a radius of 530 feet, through an angle of 12° 13' 30", a distance of 113.08 feet to a point of tangency; thence South 17° 34' East 159.00 feet; thence South 33° 07' East 12.00 feet; thence South 20° 21' 40" East 130.31 feet; thence South 20° 28' East 136.34 feet; thence South 0° 31' West 10.00 feet to the Northwestern corner of Empire Grade, as shown on "Record of Survey Map of a part of Empire Grade", filed in Volume 32 of Maps at Page 6, Santa Cruz County Records; thence along said last mentioned boundary South 0° 31' West 150.25 feet to the beginning of a curve; thence Southerly curving to the left with a radius of 3030.00 feet, through an angle of 10° 30' a distance of 555.28 feet to a point of curvature at an angle on the Western boundary of said lands conveyed to the University of California; thence along said last mentioned boundary South 3° 41' West 1632.53 feet to a station from which a concrete monument as shown on said record of survey filed in Volume 38 of Maps at Page 1, Santa Cruz County Records, bears North 3° 41' East 26.75 feet distant; thence leaving said last mentioned boundary North 86° 19' West 500.00 feet; thence North 27° 30' West 6020 feet, a little more or less, to the place of beginning.

EXHIBIT "A" (Continued)

PARCEL TEN:

BEING a part of the Rancho Refugio and more particularly bounded and described as follows, to wit:

BEGINNING at the point of beginning of Parcel 16 as said Parcel is described in Grant Deed from Henry Cowell Lime and Cement Company to E. H. Connick, et al, as trustees of the charitable trust known as the S.H. Cowell Foundation recorded March 30, 1956 in Volume 1067 of Official Records at Page 67, Santa Cruz County Records;

THENCE FROM SAID POINT OF BEGINNING Northeasterly along a direct straight line connecting the point of beginning of said Parcel 16 with a post and stone mound at corner designated "CR7" on the common boundary of Rancho Refugio and Canada del Rincon, 1650.00 feet, to a station; thence along a line parallel to the Southern boundary of said lands described as Parcel 16, South 70° 56' East 1550 feet, a little more or less, to its intersection with the line described as a direct straight line connecting a point on the Southern boundary of said Parcel 16 distant South 70° 56' East 1000.00 feet from the point of beginning of said Parcel 16 with a concrete monument on the Western boundary of lands of the University of California as shown on "Record of Survey Map of the Lands to be Conveyed to the Board of Regents of the University of California", filed in Volume 38 of Maps at Page 1, Santa Cruz County Records, from which the Northwestern corner of said lands of the University of California as shown on said Map bears North 39° 12' 20" West 227.54 feet distant; thence along said last mentioned direct straight line Southwesterly 1670 feet more or less to the Southern boundary of said Parcel 16 from which the point of beginning of said Parcel 16 bears North 70° 56' West, 1000.00 feet distant; thence North 70° 56' West, 1000.00 feet to the place of beginning.

PARCEL ELEVEN:

BEING a part of the Rancho Refugio and a part of the lands described as Parcel 16 in Grant Deed from Henry Cowell Lime and Cement Company to E.H. Connick, et al, as trustees of the charitable trust known as the S.H. Cowell Foundation, filed March 30, 1956 in Volume 1067 of Official Records at Page 67, Santa Cruz County Records and more particularly bounded and described as follows to wit:

BEGINNING at a station in the Southern boundary of said Parcel 16 from which the Point of Beginning of said Parcel 16 bears along said Southern Boundary North 70° 56' West 1000.00 feet distant;

THENCE from said Point of Beginning along said last mentioned boundary South 70° 56' East 3884 feet more or less to the Southeastern Corner thereof; thence along the Eastern boundary of said Parcel 16 North 1000.00 feet; thence along the Eastern boundary of said Parcel 16 North 70° 56' West 1000.00 feet; thence along the Western boundary of lands described in an Open Space Easement as "Exhibit A Description of Open Space Easement, West Campus - Parcel D" recorded April 4, 1972 in Book 2187 of Official Records at Page 446, Santa Cruz County, Northerly 720 feet a little more or less to the Easterly prolongation of the Southern boundary of lands described as Parcel B in said Open Space Easement; thence along said last mentioned prolongation North 70° 56' West 2070 feet more or less to the Southeastern Corner of said Parcel B; thence along the Southwesterly prolongation of the Southeastern boundary of said Parcel B Southwesterly 1670 feet more or less to the place of beginning.

**EXHIBIT "A" (Continued)**

**Assessor's Parcel Numbers:**

062-221-07 (Parcel One), 062-221-05 (Parcel Ten), and 062-221-06 (Parcel Eleven).



**SCHEDULE B**  
**TO**  
**ARTICLES/CERTIFICATE OF LIMITED PARTNERSHIP**  
**OF**  
**GRAY WHALE RANCH PROPERTIES**

Partners Names, Addresses, Percentages of Ownership Interest,  
Initial Capital Contributions.

<u>NAME</u>	<u>ADDRESS</u>	<u>% OWNERSHIP INTEREST</u>	<u>CAPITAL CONTRIBUTION</u>
<b><u>General Partner</u></b>			
Ronald C. Yanke	4414 S. Gekeler Lane Boise, Idaho 83705	25	\$126,912.50
<b><u>Limited Partners</u></b>			
Susan L. Norby	130 Oakhurst Way Boise, Idaho 83709	25	126,912.50
Daniel R. Yanke	3801 Summerset Way Boise, Idaho 83709	25	126,912.50
Jill M. Yanke	10425 W. Estate Dr. Boise, Idaho 83709	<u>25</u>	<u>\$126,912.50</u>
Totals		100%	<u>\$507,650.00</u>



## **Sequoia Forest Industries**

Dinuba Timber Industries, Inc.  
PO Box 305 • 6801 Avenue 430  
Dinuba, California 93618 (209) 591-2000

September 4, 1990

Corporation Dept.  
Secretary of State  
State of Idaho  
Capitol Building  
Statehouse Mail  
Boise, ID 83702

Re: Certificates of Limited Partnership for Gray Whale Ranch  
Properties and Gray Whale Ranch Investors

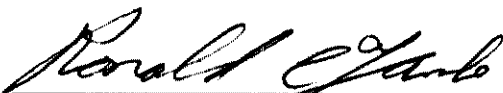
To Whom It May Concern:

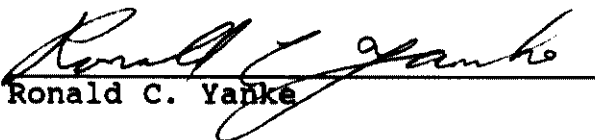
Dinuba Timber Industries, Inc. is the general partner of the limited partnership known as Gray Whale Ranch Properties. I am the sole shareholder, director and President of Dinuba Timber Industries, Inc. and authorized to act on behalf of Dinuba Timber Industries, Inc. in its capacity as general partner of Gray Whale Ranch Properties. I also am the sole general partner of the limited partnership known as Gray Whale Ranch Investors. These two limited partnerships are affiliated.

Dinuba Timber Industries, Inc. in its capacity of general partner of Gray Whale Ranch Properties hereby gives consent to the use of the name Gray Whale Ranch Investors to that limited partnership. I, in my capacity general partner of Gray Whale Ranch Investors hereby give consent to Gray Whale Ranch Properties to use that name.

The above is intended to provide the necessary consent and authorization to the Corporation Department in order to accept filing of Certificates of Limited Partnership for each of the above referenced partnerships.

DINUBA TIMBER INDUSTRIES, INC.

By:   
Ronald C. Yanke, President

  
Ronald C. Yanke