

MEMORANDUM AGREEMENT

IT IS HEREBY UNDERSTOOD AND AGREED by and between MOUNTAIN POST & POLE CO., an Oregon corporation, as Seller and WENDELL E. SPURLOCK, AND DONNA L. SPURLOCK, husband and wife, as Buyers, that on June 3, 1980, the parties entered into a Land Sale Contract wherein and whereby Seller agreed to sell, and Buyers agreed to purchase the following described real property, to-wit:

Twenty Five Acres, more or less, being located in Section 36 Township 24 South, Range 8 E.W.M., more specifically known as the Southerly 400 feet of that portion of the NE 1/4 SW 1/4 lying Northwesterly of the Klamath Northern Railroad right-of-way.

AND ALSO INCLUDING that portion of the SE 1/4 SW 1/4 lying Northwesterly of the Klamath Northern Railroad right-of-way.

SAVING AND EXCEPTING THEREFROM the following parcels:

PARCEL No. 1: Any portion thereof conveyed for railroad right-of-way; and also

PARCEL No. 2: Beginning at the intersection of the South line of Section 36, T. 24 S., R. 8 E.W.M., with the west line of the Gilchrist Railroad; thence west along said South line a distance of 1000 feet to a point; thence north at right angles to said South line a distance of 200 feet to a point; thence east parallel to said South line, and at a distance 200 feet therefrom, a distance of 1170 feet, more or less, to a point on the Westerly line of said railroad; thence southwesterly along said Westerly right of way line a distance of 240 feet, more or less, to the point of beginning; and also

PARCEL No. 3: Beginning at the South quarter corner of Section 36 T. 24 S., R. 8 E.W.M., Klamath County, Oregon; thence North 89° 17' 00" West, 1407.87 feet along the South line of Section 36 to the westerly right of way of the Klamath Northern Railroad; thence North 39° 40' 16" East, 257.19 feet along the Westerly right of way of aforesaid railroad to the true point of beginning; thence North 89° 17' 00" West, 615.00 feet; thence North 0° 43' 00" East, 295.00 feet; thence South 89° 17' 00" East, 853.50 feet to the westerly right of way of said railroad; thence South 39° 40' 16" West, 379.35 feet along said right of way to the true point of beginning; and also

PARCEL No. 4: A 60 foot right of way along the northerly boundary of above described property from the Klamath Northern Railroad right of way westerly to the NW 1/4 SW 1/4 of Section 36 T. 24 S., R. 8 E.W.M., to provide roadway ingress, egress and for the installation and maintenance of public or private utilities to said appurtenant properties lying in the NW 1/4 SW 1/4 and NE 1/4 SW 1/4 and SW 1/4 SW

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1/4 of said Section 36

10481

The terms and conditions of this sale are fully set forth in the contract, and reference thereto is hereby made.

The true and actual consideration for this sale is \$25,000.00.

Until a change is requested, send tax statements to:

Wendell E. & Donna L. Spurlock
5505 Crilly Avenue
Eugene, Oregon 97402

MOUNTAIN POST & POLE CO.

R. A. Chambers
R. A. Chambers, President

Allen M. Heisel
Allen M. Heisel, Secretary
Sellers

Wendell E. Spurlock
Wendell E. Spurlock

Donna L. Spurlock
Donna L. Spurlock
Buyers

STATE OF OREGON)

: ss

County of Lane)

The foregoing instrument was acknowledged before me this 4 day of June, 1980, by R. A. Chambers and Allen M. Heisel, President and Secretary respectively of Mountain Post & Pole Co. an Oregon corporation.

Sharon Stephenson
Notary Public for Oregon
My Comm. Exp.: 8-16-82

STATE OF OREGON)

: ss

County of Lane)

The foregoing instrument was acknowledged before me this 3 day of June, 1980, by Wendell E. Spurlock and Donna L. Spurlock, husband and wife.

Sharon Stephenson
Notary Public for Oregon
My Comm. Exp.: 8-16-82

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 9th day of June A.D., 19 80 at 11:17 o'clock A M., and duly recorded in Vol. M80 of Deeds on Page 19480.

FEE \$7.00

WM. D. MILNE, County Clerk

By Bernetha A. Hetch Deputy