

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON

2 FOR THE COUNTY OF DESCHUTES

3 In the Matter of the)
4 Marriage of)5) Equity No. 29890
6 JACQUELINE LOUISE MORRIS,)7)
8 Petitioner,)9) DECREE OF DISSOLUTION
10 and) OF MARRIAGE AND JUDGMENT
11)

12 ROBERT TOWNES MORRIS, III,)

13)
14 Respondent.)

15 This matter came on for hearing on March 18, 1982.
16 Petitioner appeared in person and by Robert L. Nash,
17 petitioner's attorney. Respondent appeared in person and by
18 Terrence B. O'Sullivan, respondent's attorney.

19 Both sides presented testimony, documentary evidence,
20 and rested. The Court took the matter under advisement and
21 issued its opinion by letter to counsel dated June 23, 1982.
22 A true copy of the Court's June 23, 1982, letter opinion is
23 attached hereto marked Exhibit "A" and incorporated into this
24 decree by this reference.

25 The Court hereby makes and enters the following
26 findings:

27 1. Irreconcilable differences between the parties have
28 caused the irremediable breakdown of the marriage.

29 //

Page 1. DECREE OF DISSOLUTION OF MARRIAGE

Johnson, Marceau, Karnopp & Petersen
835 N.W. Bond Street
Bend, Oregon 97701-2799
(503) 382-3011

Re →

982 AUG 25 PM 2 48

2. There was one child born of the marriage. He is:

THEODORE MATTHEW MORRIS, born August 28, 1971

3. Relevant data is as follows:

Husband: ROBERT TOWNES MORRIS, III

Home Address: 8194 Woodbridge Court, Wilsonville,
Oregon 97070

Birthdate: June 29, 1933

Social Security No.: 543-32-5531

Wife: JACQUELINE LOUISE MORRIS

Maiden Name: Miller

Former Legal Names: Satalich

Home Address: 1954 Otelah, Bend, Oregon 97701

Birthdate: June 12, 1938

Social Security No.: 540-40-7909

Marriage Date: August 29, 1966

Place: Multnomah County, Oregon

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
DECREED THAT:

1. The marriage of the parties is dissolved effective
SEPT. 23. All other provisions of this
Decree are effective immediately.

2. Petitioner is awarded custody of the minor child.
Respondent shall be entitled to reasonable visitation,
including the following minimum visitation periods:

Page 2. DECREE OF DISSOLUTION OF MARRIAGE

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1 (a) The first weekend of each month at
2 respondent's residence, commencing Friday evening after
3 school, and ending in time for the child to be back at
4 petitioner's residence by 9:00 p.m. Sunday evening.
5 Respondent shall give petitioner reasonable advance notice of
6 any weekend during which respondent is unable to exercise
7 such weekend visitation.

8 (b) One additional weekend each month for visita-
9 tion in Bend, or the city where petitioner and the child
10 reside, if petitioner should move from Bend. Respondent
11 shall give petitioner prior notice of an intended weekend
12 visitation under this subparagraph by the Wednesday preceding
13 such weekend.

14 (c) Alternate holidays and vacation periods each
15 year, to include Thanksgiving Day, Christmas school vacation,
16 spring school vacation, Memorial Day weekend, Fourth of July
17 weekend, and Labor Day weekend.

18 (d) Forty-five (45) days each summer, provided
19 that respondent shall give notice to petitioner by May 1 of
20 each year of what period respondent desires to exercise such
21 summer visitation.

22 3. Respondent shall pay child support to petitioner in
23 the sum of \$500 per month. Such payments together with
24 collection service charges shall be paid through the

Page 3. DECREE OF DISSOLUTION OF MARRIAGE

Johnson, Marceau, Karnopp & Petersen
835 N.W. Bond Street
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(503) 382-3011

1 Deschutes County Clerk on or before the 5th of each month
2 beginning July, 1982, and shall continue with respect to each
3 child until the further order of the court or until that
4 child attains the age of majority, dies, marries or otherwise
5 becomes emancipated, whichever shall first occur. If the
6 child upon reaching majority is a child attending school as
7 defined in ORS 107.108, support for such child shall continue
8 until he reaches the age of 21 or terminates his course of
9 study, whichever first occurs.

10 4. Respondent shall pay all necessary medical, dental
11 and optical expenses incurred for the parties' child, to the
12 extent such expenses are not covered by insurance. In the
13 event respondent carries life insurance on his life, the
14 parties' child, Theodore Matthew Morris, shall be named an
15 equal beneficiary with respondent's children of his former
16 marriage.

17 5. As custodial parent, petitioner shall notify
18 respondent when a minor child becomes emancipated.

19 6. Respondent shall pay the sum of \$2,500 each month,
20 on or before the 5th day of each month beginning July, 1982,
21 for the support of petitioner. These payments together with
22 collection service fees shall be paid through the Deschutes
23 County Clerk and shall continue for a period of five (5)
24 years, or until petitioner's interest in the assets of the

Page 4. DECREE OF DISSOLUTION OF MARRIAGE

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1 parties described on Exhibit "B" has been liquidated to the
2 point whereby petitioner is receiving investment income
3 therefrom to the extent of \$2,500 per month, whichever first
4 occurs.

5 7. The parties have already divided their personal
6 effects and each takes the personal property now in his or
7 her possession, except as follows:

8 Petitioner shall retain her money market fund, bank
9 accounts in her name, fur and jewelry. Respondent shall
10 retain his individual bank accounts and his Lumberyard Credit
11 Corporation stock. Petitioner is awarded the Bend Golf Club
12 membership, and respondent shall take all steps necessary to
13 transfer to petitioner the Bend Golf Club certificate of
14 membership for regular membership.

15 The parties shall own, as tenants in common equally
16 without survivorship, all of the real property, real property
17 partnership interests, contracts, notes, accounts receivable
18 and other assets, legal and equitable, which are described on
19 Exhibit "B" attached as a part of this decree. The parties
20 shall also own, as tenants in common equally without survivor-
21 ship, all interests, legal and equitable, which the
22 parties or either of them owned in any real property as of
23 March 18, 1982. Respondent is charged with the responsi-
24 bility of management, maintenance, preservation, trading,

Page 5. DECREE OF DISSOLUTION OF MARRIAGE

Johnson, Marceau, Karnopp & Petersen
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1 sales and disposition of the assets described on Exhibit "B,"
2 both for himself and as a fiduciary for the benefit of
3 petitioner, in order that both parties' economic interests
4 therein be protected and realized. Respondent shall not
5 convey, encumber, liquidate, or otherwise dispose of either
6 party's interests in any of the Exhibit "B" assets without
7 petitioner's prior consent. Petitioner shall cooperate with
8 respondent in this endeavor and shall not unreasonably
9 withhold consent to any sale or other transfer. Respondent
10 shall faithfully and periodically account to petitioner for
11 each and every transaction involving any of the assets
12 described on Exhibit "B."

13 The assets described on Exhibit "B" shall be
14 subject to the parties' liabilities existing as of March 18,
15 1982, which liabilities are identified and set forth on the
16 attached Exhibit "B." Respondent shall save petitioner
17 harmless from any and all liabilities that may arise out of
18 respondent's former business of Robert Morris & Associates
19 and/or Burning Tree Investors, Oregon, Ltd., including
20 without limitation the liabilities alleged in Deschutes
21 County Circuit Court actions numbers 29979, Patrick Oliver
22 and James French v. Robert T. Morris; 29978, Patrick Oliver
23 v. Robert Morris; and 30914, Burning Tree Village Home Owners
24 Association v. Robert T. Morris.

Page 6. DECREE OF DISSOLUTION OF MARRIAGE

Johnson, Marceau, Karnopp & Petersen
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(503) 382-3011

CIRCUIT COURT OF OREGON
ELEVENTH JUDICIAL DISTRICT

DESCHUTES COUNTY JUSTICE BUILDING • BEND, OREGON 97701 • PHONE 388-6830

JOHN M. COPENHAVER
JUDGE

11155

June 23, 1982

Robert L. Nash
Attorney at Law
835 N. W. Bond Street
Bend, Oregon 97701

Terrence B. O'Sullivan
Attorney at Law
424 N. E. Kearney
Bend, Oregon 97701

Re: Morris and Morris
Deschutes County Circuit Case No. 29890

Gentlemen:

This has been a difficult case to resolve notwithstanding the skilled and extra effort devoted to it by counsel. I will try to deal with the issues in the order generally set forth in your memoranda.

Child Custody

The custody of the son will be awarded to Petitioner subject to Respondent's rights of reasonable visitation. The father's desire for joint custody is sincere, but in view of the diversity of opinion between the parties on this issue and the geographic separation of the parties, joint custody is not appropriate.

It is important, in my opinion, that specific times for visitation be set in order that the parties may plan for their son's activities, not in the sense of establishing rigidity in visitation, but in guaranteeing to Respondent the visitation as a minimum.

In view of the anticipation that Ted will be traveling to and from Respondent's residence, primarily by bus, I believe the out-of-town weekend visitation should be limited to the first weekend of each month commencing Friday evening after school and ending in time for Ted to be back in Bend by 9:00 p.m. Sunday evenings. Respondent shall give Petitioner reasonable advance notice of any weekend during which he is unable to exercise such weekend visitation. Additionally, Respondent will be afforded one additional weekend per month for visitation in Bend, provided he shall give Petitioner notice of his intention to exercise such Bend visitation by the Wednesday preceding such weekend.

Page Two
June 23, 1982
Robert L. Nash
Terrence B. O'Sullivan

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The parties shall alternate the following holidays and vacation periods: Thanksgiving Day, Christmas school vacation, Spring school vacation, Memorial Day weekend, Fourth of July weekend and Labor Day weekend.

Respondent shall have Ted for 45 days each summer provided he shall give notice to Petitioner by May 1st of each year of what period he desires to exercise such summer visitation.

Child Support

Respondent shall pay through the Clerk of the Court, the sum of \$500 per month continuing after the age of 18 years as provided in ORS 107.108. Additionally, Respondent shall pay all necessary medical, dental or optical expenses incurred for Ted not covered by insurance.

In the event Respondent shall procure life insurance on his life, Ted shall be named an equal beneficiary with Respondent's children of his former marriage.

Spousal Support

In view of the length of the marriage, the income producing assets awarded to the parties, the employability of the wife and the style to which the parties accustomed themselves to during the marriage, spousal support will be paid at the rate of \$2,500 per month for a period of five years or until the assets of the parties have been liquidated to the point whereby Petitioner is receiving investment income therefrom to the extend of \$2,500 per month, whichever first occurs.

Personal Property

The parties divided the personal properties between them and, with a few exceptions to be noted, each party shall own the property now in their possession, respectively. The exceptions to be noted are as follows: Petitioner shall retain her money market fund, bank accounts in her name, fur and jewelry. Respondent shall retain his individual bank accounts and the stock in Lumberyard Credit Corporation. Respondent shall take what steps as are necessary to transfer to Petitioner the Bend Golf Club Certificate of Membership for regular membership.

Business Assets

All real property, contracts, notes and accounts receivable shall be owned by the parties equally without survivorship, i. e., as tenants in common.

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June 23, 1982
Robert L. Nash
Terrence B. O'Sullivan

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The appellate courts have instructed the trial bench and bar to disentangle dissolution parties from future financial involvement, as much as may reasonably be done, because acrimony seldom contributes to enhancement of investments. However, the law must recognize exceptions, and I believe this to be one such exception.

In view of the stark economic times, the assets of the parties need the skilled attention of Respondent to avoid further loss or depreciation. The Respondent shall be charged with the responsibilities of management, trading and disposition of the assets in order that both parties' interest therein be preserved. Petitioner shall be required to cooperate with the Respondent in this endeavor and shall not unreasonably withhold consent to any sale or other transfer. Respondent shall faithfully and periodically account to the Petitioner for each and every transaction involving the sale and/or transfer of any asset.

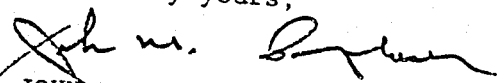
BUSINESS LIABILITIES

The assets shall be subject to the liabilities existing as of the date of trial. Respondent shall save Petitioner harmless from any and all liabilities that may arise out of Respondent's former business of Robert Morris & Associates and/or Burning Tree Investors, Oregon, Ltd.

ATTORNEY FEES

In view of the substantial nature of the assets each party is receiving, each party shall be liable for their own attorney fees. Counsel for Petitioner may submit an appropriate decree.

Very truly yours,


JOHN M. COPENHAVER
Circuit Judge

JMC:cb

EXHIBIT "B" TO MORRIS DECREE OF DISSOLUTION

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Assets

1. Residence at 2038 N.W. Vicksburg Street, Bend, Deschutes County, Oregon, legal description: Lot 14 and Lot 15, Block 5, Fifty Addition to the West Hills, Bend, Deschutes County, Oregon, subject to a purchase money mortgage or deed of trust in favor of Pacific First Federal Savings & Loan Association in the approximate sum of \$60,000, and a second mortgage or deed of trust in favor of Rainier Bank in the approximate sum of \$45,000, together with such other liens and encumbrances which were of record as of March 18, 1982.
2. Certain real property located in Klamath County, Oregon, described in the following instruments:
 - (a) A portion of Section 7, Township 39 South, Range 8 East, Willamette Meridian, described in a deed from Andrew Satalich to the parties recorded May 25, 1979, in Book M79, page 12046, File/Reel No. 67849, Klamath County Deed Records;
 - (b) Parcels 1 through 8 described in a deed from R. L. Land & Cattle Company to the parties recorded April 26, 1978, in Volume M78, page 8216, and October 26, 1978, in Volume M78, page 24133, Klamath County Deed Records;
 - (c) The parties' interest in a certain contract of sale from the parties as sellers to R. L. Land & Cattle Company, purchaser, recorded April 26, 1978, Volume M78, page 8216, Klamath County Deed Records;
 - (d) The parties' interest in the real property described in a certain contract of sale in which Spencer L. Murfey, Jr. and Louise Murfey are the vendor and Prudential Property Planning, Inc. is the vendee, dated April 10, 1971, recorded in Volume 71, page 3270, Klamath County Deed Records.
 - (e) All of the parties' interest in the real property described in a contract of sale in which William L. Rawn, Sr. is the vendor and Spencer L. Murfey, Jr. and Louise Murfey are the purchaser, recorded

Page 1. EXHIBIT "B" TO DECREE OF DISSOLUTION

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Bend, Oregon 97701-2799

August 15, 1968, in Volume M68, page 7416, Klamath County Deed Records.

- (f) All of the property described in a warranty deed from Prudential Property Planning, Inc. to the parties dated January 10, 1975, recorded April 3, 1975, in Vol. M75, page 3594, Klamath County Deed Records.
- (g) The real property described in Klamath County Title Company report dated June 4, 1981, order number K-34029, a copy of which is attached marked Exhibit "B-1."
- (h) Klamath County Tax Lot 2207, originally 60 acres, excluding approximately 40 acres of which were sold by the parties prior to March 18, 1982. The remaining 20 acres are valued at approximately \$35,000, subject to an encumbrance of approximately \$16,000.
- (i) Approximately 876 acres, valued at approximately \$875,000, subject to a Federal Land Bank encumbrance in the sum of approximately \$300,000 and a Prudential Properties encumbrance of approximately \$100,000. This parcel is currently listed for sale.
- (j) Approximately 340 acres adjacent to Tax Lot 2207. The present value is approximately \$340,000, free and clear of encumbrances.
- (k) Klamath County Tax Lot 2212, consisting of approximately 20 acres located adjacent to the 876 acre parcel described above. The value is approximately \$30,000, free and clear of encumbrances. This parcel may necessarily be sold in connection with the sale of the 876 acres to provide access.
- (l) Approximately 80 acres located approximately six miles east of Tax Lot 2207 described above. This parcel may have sustained some forest fire damage. Valued before the fire at approximately \$500 per acre, total \$40,000. As a result of the fire, the value may be approximately \$350 per acre, total

Page 2. EXHIBIT "B" TO DECREE OF DISSOLUTION

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\$28,000. The property is free and clear of encumbrances.

- (m) Approximately 9.1 acres, valued at \$30,000, free and clear of encumbrances, described as that portion of the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$ of Section 8 lying East of Round Lake Road, in Township 39 South, Range 8 East, Willamette Meridian, Klamath County, Oregon. Title to this parcel is held in the name of Andrew Satalich for the convenience of the parties but is, in fact, owned entirely by the parties.
3. Deschutes River property, Deschutes County, Oregon: approximately 94.8 acres in total, all of which is free and clear of debt encumbrances, consisting of a tract of approximately 42 acres north of the river valued at approximately \$120,000 if sold as an unimproved unit, a tract of approximately 40 acres south of the river valued at approximately \$120,000 if sold as an unimproved unit, and a 2.8 acre parcel valued at approximately \$35,000.
 4. The Vern Warner contract, note and trust deed payable at \$760 per month, with a final balloon payment due in 1987. This note and trust deed have been assigned to Rainier Bank as security for payment of the parties' debt to Rainier Bank described below. A copy of the assignment is attached marked Exhibit "B-2."
 5. The William Lawrence contract of sale, payable at \$365 per month, or annual payments of \$4,380, a copy of which, together with the escrow instructions, is attached marked Exhibit "B-3," and any notes, deeds of trust and other debt obligations payable to the parties from their sale of the property described in such contract.
 6. The Palm Plaza Ltd. note and trust deed, 21.2 percent of which was assigned to the parties, \$17,670, due and payable May, 1982. A copy of the note and assignment are attached marked Exhibit "B-4."
 7. A promissory note secured by a deed of trust, recorded January 7, 1981, Vol. 305, page 952, Deschutes County Deed Records, for the realtor's commission on the Skyline Investors sale, in which the parties' interest

is \$9,000, and which is overdue and unpaid. A true copy of the Skyline Investors note is attached marked Exhibit "B-5."

8. Round Lake Estate Ltd. note and trust deed, \$26,250, payable at \$500 per month, which is in default, and the parties' interest as secured creditors in the real property described in the trust deed. A true copy of the note is attached marked Exhibit "B-6."
9. Bear Creek Ltd. Partnership interest, including the proceeds from the sale of such limited partnership's real property in Crook County, Oregon. The parties' share of the proceeds of such sale is 27%, amounting to \$62,665. The Bear Creek Ltd. Partnership property, and the sale agreement, are identified in a contract of sale from the limited partnership to Wayne and Janice Norquist dated January 15, 1982, a true copy of which is attached marked Exhibit "B-7."
10. The Gonzalez promissory note and trust deed, \$37,000, plus interest at 10.5%, payable \$400 monthly with a final balloon in 1992. A true copy of the Gonzalez note and closing statement are attached marked Exhibit "B-8."
11. All other interests, legal and equitable, including any security interests, in any other real property, wherever situated, in which the parties or either of them had any interest as of March 18, 1982.

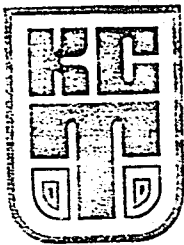
LIABILITIES

The liabilities here listed shall be paid or otherwise discharged from the proceeds received from the sale, transfer, liquidation or other disposition of the assets listed above. The balances are approximate, as of March 18, 1982:

| | |
|--|--------------|
| Ranier Credit note, secured by Vern Warner note | \$ 38,287.00 |
| Federal Land Bank mortgage on Round Lake Ranch | 299,000.00 |
| Prudential Property Planning, Inc. trust deed on Round Lake Ranch | 101,686.00 |

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| | |
|--|-----------|
| Prudential Property Planning, Inc. trust deed on Round Lake Ranch | 16,000.00 |
| A.B. Devore encumbrance on Bear Creek Ranch | 16,250.00 |



R. E. Veatch, President
Darle Runnels, Executive Vice-President
Sheri Wegner, Senior Escrow Officer

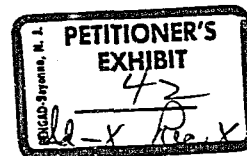
KLAMATH COUNTY TITLE COMPANY

HOME OWNED SINCE 1905

TITLE INSURANCE • ESCROWS

MEMBER: OREGON LAND TITLE ASSOCIATION
AMERICAN LAND AND TITLE ASSOCIATION

11163



PARTITION GUARANTEE

KLAMATH COUNTY TITLE COMPANY

Guarantees

The Oregon Real Estate Commissioner, and any County or City within which said subdivision or proposed subdivision is located:

That, according to the public records which impart constructive notice of matters affecting title to the premises hereinafter referred to, we find:

ROBERT T. MORRIS and JACQUELINE L. MORRIS
An estate in fee simple as tenants by the entirety.

We also find the following apparent encumbrances, which includes "Blanket encumbrances" as defined by ORS92.305(1), and also easements, restrictive covenants and rights of way within a period of ten years prior to the effective date hereof:

1. See attached sheet for taxes.
2. Right of way, including the terms and provisions thereof, from William L. Rawn to Pacific Power & Light Company, a Maine corporation, dated May 12, 1966, recorded May 17, 1966, in Volume M66 page 5254, Deed records of Klamath County, Oregon. (Affects Sec. 6 T. 39 R. 8)
3. Right of way, including the terms and provisions thereof, from Robert Morris and Jacqueline Morris to Pacific Power & Light Company, a corporation, dated August 4, 1975, recorded August 24, 1975, in Volume M77 page 15622, Deed records of Klamath County Oregon. (Affects Sec. 6 T. 39 R. 8)
4. Easement 20 feet in width as disclosed by instrument from Robert T. Morris and Jacqueline L. Morris to William B. Hughes and Evelyn Hughes, dated December 15, 1977, recorded January 9, 1978, in Volume M78 page 439, Deed records of Klamath County, Oregon. (Affects Sec. 6 T. 39 R. 8)

EXHIBIT "B-1"

Page 1 of 6

422 MAIN ST. / P. O. BOX 151 / KLAMATH FALLS, OREGON 97601 / (503) / 884-5155

*Klamath -
Round Lake?*

5. A road easement for ingress and egress, including the terms and provisions thereof, as disclosed by Deed recorded from Round Lakes Estates Ltd, a California Limited partnership to Patricia J. Oliver, dated August 25, 1978, recorded August 30, 1978, in Volume M78 page 19263, Deed records of Klamath County, Oregon.

6. Mortgage, including the terms and provisions thereof executed by Robert T. Morris and Jacqueline L. Morris, husband and wife, to The Federal Land Bank of Spokane, a corporation, dated February 7, 1980, recorded February 13, 1980, in Volume M80 page 2913, Mortgage records of Klamath County, Oregon, to secure the payment of \$300,000.00

7. Easement, including the terms and provisions thereof, by Robert T. Morris and Jacqueline L. Morris, dated March 3, 1980, recorded March 24, 1980, in Volume M80 page 5481, Deed records of Klamath County, Oregon. (affects Sec. 7 T. 39 R. 8)

8. Easement, including the terms and provisions thereof, by Robert T. Morris, dated April 30, 1980, recorded May 6, 1980, in Volume M80 page 8233, and re-recorded July 7, 1980, in Volume M80 page 12439, Deed records of Klamath County, Oregon. (affects Sec. 6 T. 39 R. 8)

9. Easement, including the terms and provisions thereof, by Robert T. Morris, dated July 1, 1980, recorded July 7, 1980, in Volume M80 page 12438, Deed records of Klamath County, Oregon. (affects Sec. 7 T. 39 R. 8)

10. Agreement, including the terms and provisions thereof, by Robert T. Morris and Jacqueline L. Morris, husband and wife, to William Noonan and Rose Noonan, husband and wife, dated December 15, 1980, recorded February 17, 1981, in Volume M-81, page 2724, Deed records of Klamath County, Oregon.

We have also searched our General Index for judgments and State and Federal Liens against the grantees named above and find: NONE

The premises are in Klamath County, and are described as follows:

See attached sheet for Description.

This is not a report issued preliminary to the insurance of a Title Insurance policy. Our search is limited to the time specified in this guarantee and the use hereof is intended as an informational report only to be used in conjunction with the development of real property. Liability hereunder is limited to an aggregate sum of not to exceed \$1,000.00.

Date: June 4, 1981
Order No.: K-34029

EXHIBIT "B-1"
Page 2 of 6

KLAMATH COUNTY TITLE CO.

By: *Trudie Durant*
Trudie Durant, Title Officer

DESCRIPTION OF PROPERTY

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All the following described real property situated in Klamath County, Oregon:

PARCEL 1:

Lots 3 and 4 of Section 35, S $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 7 and 8 in Section 36; Township 38 South, Range 7 East of the Willamette Meridian.

PARCEL 2:

The NE $\frac{1}{4}$ SW $\frac{1}{4}$, Lots 2, 3 and 5 in Section 31, Township 38 South, Range 8 East of the Willamette Meridian;

EXCEPTING AND RESERVING THEREFROM part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and of Lots 2 and 3 of said township, range and section, more particularly described as follows:

Beginning at the quarter corner on the West line of said Section 31; thence South along said West line a distance of 676.0 feet to a 1 $\frac{1}{4}$ inch iron pipe 30 inches long; thence South 67° East, a distance of 1169.0 feet to a 1 $\frac{1}{4}$ inch iron pipe 30 inches long; thence South 50° East, a distance of 969.0 feet to a 1 $\frac{1}{4}$ inch iron pipe 30 inches long; thence South 27° East, a distance of 927.0 feet, more or less, to a point on the South line of said Section, which point is marked by a 1 $\frac{1}{4}$ inch iron pipe 30 inches long; thence East along said South line, a distance of 375.0 feet, more or less, to the South quarter corner of said Section 31; thence North along the North and South center line of said Section 31, a distance of 2640.0 feet, more or less, to the center of said Section, thence West along the East and West center line of said Section, a distance of 2640.0 feet, more or less, to the point of beginning.

PARCEL 3:

Lot 4, Section 12, Township 39 South, Range 7 East of the Willamette Meridian; EXCEPTING THE FOLLOWING:

Beginning at a point on the South line of Lot 4 of said Section 12, said point being 246.2 feet West of the Southeast corner of said Lot and is marked by a 1 $\frac{1}{4}$ inch iron pipe 30 inches long; thence North 38°30' West, a distance of 395.5 feet to a 1 $\frac{1}{4}$ inch iron pipe 30 inches long; thence North 13° West, a distance of 243.8 feet to a 1 $\frac{1}{4}$ inch iron pipe 30 inches long; thence North 39° West, a distance of 509.0 feet, to a 1 $\frac{1}{4}$ inch iron pipe 30 inches long; thence North 77° West, a distance of 458.00 feet, more or less, to a point on the West line of said Lot; thence South, a distance of 1042.0 feet, more or less, to the Southwest corner of said Lot; thence East a distance of 1074.0 feet, more or less, to the point of beginning, being a part of Lot 4, Section 12, Township 39 South, Range 7 East of the Willamette Meridian.

PARCEL 4:

W $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ E $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Section 6;

Lot 1 of Section 7 EXCEPTING THE FOLLOWING:

Beginning at the Southeast corner of said Lot 1; thence North 660 feet; thence West 660 feet; thence South 660 feet; thence East 660 feet to the point of beginning.

Lots 2 and 6, S $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7

ALL in Township 39 South, Range 8 East of the Willamette Meridian.

EXHIBIT "B-1"
Page 3 of 6

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PARCEL 5:

Parts of Lot 1 and 2 of Section 1, a part of the fractional E½E½ of Section 2, and parts of Lots 3 and 1, a part of the NW¼NW¼ and a part of Lot 2 of Section 12, Township 39 South, Range -7 East of the Willamette Meridian, more particularly described as follows:

Beginning at the point of intersection of the East line of Lot 3 of said Section 12, with the meander line of Round Lake, from which point the meander corner on the East line of said Section 12 bears South 49°56'30" East, 1713.2 feet distant; thence Northerly along said meander line as follows:

- (1) North 59°35'30" West, 774.1 feet to a point;
- (2) North 47°48'00" West, 1313.8 feet to a point;
- (3) North 55°04'30" West, 986.6 feet to a point; said point being hereinafter referred to as "Point X";
- (4) North 17°35'00" West, 838.1 feet to the meander corner on the North line of said Section 12;
- (5) North 57°35'00" West, 987.1 feet to a point; said point being hereinafter referred to as "Point Y";
- (6) North 10°16'30" West, 2157.3 feet to a point;
- (7) North 5°13'00" West, 980.3 feet to a point;
- (8) North 20°56'00" West, 87.0 feet to the meander corner on the West line of said Section 1; and
- (9) North 23°22'30" West, 1701.9 feet to the meander corner on the North line of said Section 2; thence North 89°56'00" West, leaving said meander line, along said North section line, 32.7 feet, more or less, to the point of intersection of said North line with a line parallel to and 30 feet distant Westerly from, when measured at right angles to, the last herein described course of said meander line, said point of intersection being marked by an iron pipe 1½ inch in outside diameter, 30 inches long and driven into the ground, as are all angle points on, and the Southerly terminas of, the Westerly line of the real property hereby described so marked; thence Southerly parallel to and 30 feet distant Westerly from said meander line, as follows:

- (1) South 23°22'30" East, 1714.0 feet, more or less, to a point on the bisector of the re-entrant angle first on said meander line;
- (2) South 20°56'00" East, 82.4 feet, more or less, to a point on the bisector of the re-entrant angle next on said meander line;
- (3) South 5°13'00" East, 977.4 feet, more or less, to a point on the bisector of the salient angle next on said meander line; and
- (4) South 10°16'30" East, 429.0 feet to a point; thence South 50°47'00" West, leaving said parallel line, 1553.4 feet to a point; thence South 63°53'00" East, 1710.6 feet, more or less, to a point which is South 8°16'30" West, 38.9 feet from Point Y; thence South 45°52'30" East, 921.3 feet to a point; thence South 31°19'30" East 780.5 feet, more or less, to the point of intersection of the bisector of the salient angle at Point X and a line which is parallel to and 30 feet distant Westerly from, when measured at right angles to, said meander line; thence Southerly parallel to and 30 feet distant Westerly from said meander line, as follows:

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PARCEL 5 continued

- (1) South 55°04'30" East, 994.8 feet, more or less, to a point on the bisector of the re-entrant angle next on said meander line; and
- (2) South 47°48'00" East, 1315.0 feet, more or less, to a point on the bisector of the Salient angle next on said meander line; thence South 49°35'00" East, leaving said parallel line, 899.8 feet, more or less, to a point on the East line of Lot 3 of said Section 12; said point being the Southerly terminus of said Westerly line and being the Northwest corner of a tract of land in Lot 4 of said Section 12, conveyed by Lois W. Soukup and wife, to Weyerhaeuser Timber Company by a deed dated October 7, 1953, recorded in Deed Volume 264 at page 617, Deed records of Klamath County, Oregon; thence North 00°07'00" East, along said East lot line, 216.00 feet, more or less, to the point of beginning.

PARCEL 6:

- (a) That portion of Section 31, Township 38 South, Range 8 East of the Willamette Meridian, more particularly described as follows:
That portion of said Section 31, lying South and Westerly of the Southwesterly line of Government Lot 3, East of the East line of Government Lot 5, and North of the South line of said Section 31,
- (b) That portion of Section 6, Township 39 South, Range 8 East of the Willamette Meridian, more particularly described as follows:
That portion of said Section 6, lying South of the North line of said Section 6, West of the Westerly line of Government Lot 1, North of the North line of Government Lot 7 and East of the East line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 6;
- (c) That portion of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, more particularly described as follows:
That portion of said Section 7, lying South of the South line of Government Lot 6, Westerly of the Westerly line of Government Lot 2 and East of the East line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 7.

PARCEL 7:

N $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, Township 39 South, Range 8 East of the Willamette Meridian.

PARCEL 8:

A portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of said Section 7 which bears S.0°35'57"E. a distance of 1484.42 feet from the Northeast corner of said Section 7; thence S.89°28'55"W. a distance of 1320.0 feet to the West line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7; thence S.0°35'57"E. along said West line a distance of 679.96 feet to a point; thence N.89°28'55"E. a distance of 1320.0 feet to the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence N.0°35'57"W. along said East line a distance of 679.96 feet, more or less to the point of beginning.

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PARCEL 9:

Beginning at a point on the East line of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, which bears S.0°35'57"E. a distance of 1154.42 feet from the Northeast corner of said Section 7; thence S.89°28'55"W. 1279.11 feet to the Northwest corner of parcel described in Volume M79 page 15948, Deed records of Klamath County, Oregon, and the true point of beginning of this description; thence S.0°11'38"E. 330.01 feet to the Southwest corner of said parcel; thence S.89°28'55"W. 38.56 feet to the West line of the E½NE¼ of said Section 7; thence North along said West line 330.01 feet to a point; thence N.89°28'55" E. 40.89 feet to the point of beginning.

PARCEL 10:

The NE¼SW¼NE¼ of Section 7, Township 39 South, Range 8 East of the Willamette Meridian.

EXHIBIT "B-1"

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