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ATC - 84067

Vol.<u>mg4</u> Page 3527

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	:
Roger Baymiller, Esq.	::
515 South Flower Street Los Angeles, California 90071	:

MEMORANDUM OF AGREEMENT

## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is executed by and between This MEMORANDUM OF AGREEMENT is executed by and between Crown Zellerbach Corporation, a Nevada corporation ("Crown") and Valley Power Associates. a California Limited Partnership Crown Zellerbach Corporation, a Nevada corporation ("Crown Valley Power Associates, a California Limited Partnership ("Valley Power") Commised of Valley Power Corporation a Valley Power Associates, a California Limited Partnership ("Valley Power") comprised of Valley Power Corporation, a California cornoration as the sole general martner and the ("Valley Power") Comprised of Valley Power Corporation, a California corporation as the sole general partner and the limited partners thereof to evidence the signing concurrent California corporation as the sole general partner and the limited partners thereof to evidence the signing concurrently herewith of an Agreement of Sale and Purchase of Mazama Properties by which Crown has agreed to sell to Vallev Power a herewith of an Agreement of Sale and Purchase of Mazama Properties by which Crown has agreed to sell to Valley Power all of the real property described in Exhibit A attached hereto Properties by which Crown has agreed to sell to Valley Power of the real property described in Exhibit A attached hereto according to the terms and conditions contained in said Or the real property described in Exhibit A attached here according to the terms and conditions contained in said burchase of Magama Properties. accorging to the terms and conditions contained in s Agreement of Sale and Purchase of Mazama Properties. The parties agree to record this MEMORANDUM OF AGREEMENT The parties agree to record this MEMORANDUM OF AGREEMEN and to execute an instrument suitable for recording upon the evniration or termination of said Agreement of Saie and Durch and to execute an instrument suitable for recording upon the expiration or termination of said Agreement of Sale and purchase of Magama Properties or upon closing of the sale and purchase expiration or termination of said Agreement of Saie and Furch of Mazama Properties or upon closing of the sale and Furchas thereunder which instrument of closing shall occur no later th of Mazama Properties or upon Closing of the sale and purchase thereunder which instrument of closing shall occur no later than necember 31, 1984. December 31, 1984. This MEMORANDUM OF AGREEMENT is executed by the parties hereto on this 25 day of Freemary, 1984.

CROWN ZELLERBACH CORPORATION 2

e. 1 By .... Senior Vice President By Assis Secretary

VALLEY POWER ASSOCIATES A Limited Partnership By Valley Power Corporation By By Utu Secretary

3528

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

PAGE - 1

• • • 3529 ACKNOWLEDGMENT STATE OF OREGON County of Multnomah) ) ss. The foregoing instrument was acknowledged before me this 28th day of Jubulary 1984, by W. R. Corbin, Senior Vice President, and W. B. Freck, Assistant Secretary, of CROWN ZELLERBACH CORPORATION, a Nevada corporation, on behalf of the corporation. OTARY Notary My Commission Expires June 24, 1985 EGY in the second

STATE OF CALIFORNIA ) COUNTY OF LOS ANGELES ) ss:

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On this 2nd day of March, 1984, before me, Lupe Valencia , a notary public, personally appeared ester H. Amey and Anthony M. Vienna, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Executive Vice President and Secretary, respectively, on behalf of the corporation therein named as general partner behalf of the corporation therein named as general partner of the partnership, and acknowledged to me that such portation executed the within instrument as general partner of such partnership, and that such partnership executed the same



Lupe Valencia

PAGE - 3

EXHIBIT A

CROWN ZELLERBACH

The following described real property situate in Klamath County, Gregon: Township 29 South, Range 7 E.W.M. Section 9: All Section 10: A11 Section 11: All Section 12: Wineinet, Winei, Seinet, Wi, Sei Séction 13: Section 14: A11 Section 15: A11 Section 16: A11 Section 21: A11 Section 22: A11 Section 23: A11 Section 24: A11 Section 25: A11. Section 26: A11 Section 27: All Section 28: All Section 33: All Section 34: All Section 35: All Section 36: All Township 30 South, Range 7 E.W.M. Section 1: All Section 2: All Section 3: All Section 4: All Section 9: All Section 10: All Section 11: All Section 12: All Section 13: A11 Section 14: All Section 15: A11 Section 16: NINE Section 22: Еł Section 23: A11 Section 24: A11 Section 25: A11 Section 26: Al 1 Section 27: Eł Section 34: A11 Section 35: A11 Section 36: All

Township 31 South, Range 7 E.W.M. Section 1: Lots 3 & 4, Stawi, Swi Section 3: Section 4: Lots 1 & 2, SiNE, SE Section 7: Lots 2, 3 & 4 NETNET, SINT, ST Section 9: A11 Section 10: Section 11: A11 Section 12: A11 Section 13: ₩ţ NWt, WtNEtswt, NWtswt, NEt Section 14: Section 15: Section 16: A11 Einet, Nininet NWI, Ninwi NWI, Sinet SWI, Wi SWI, SEI SWI, SEI Section 17: Nininei, Siswinei, Siniswinei, Sei, & Wi Section 18: Lots 1, 2, 3 & 4 Section 19: Lots 1, 2, 3 & 4 Section 20: Section 21: - A11 Section 22: A11 Section 23: All Section 24: Włwł, seł Section 25: Section 26: A11 Section 27: **A11** Section 34: EFET Section 35: NETNET Section 36: All -

SAVING AND EXCEPTING the following described parcel situated in Section DAVING AND EAGETING LIE LOLLOWING GESCHIDEG PARCEL SILVALED IN DECLION 12, Township 31 S.R. 7 E.W.M., described as follows: Beginning at a point of the east wishe of the life of the Bircher No. 07 said model had a Couch 12, IOWNERLP JI J.K. / L.W.M., GESCRIDER as LOLLOWS: DEGLULING at a Point the east right of Way line of U.S. Highway No. 97, said point being South on on fort and Wast 207 of fort from the north Organization Corner of said the east right or way line of 0.0. Highway 100. 77, Balu Polic Delug Obuch 879.82 feet and West 207.93 feet from the north one-quarter corner of said control 10 Tourneld 31 Couth Pange 7 Veet U W and offer also had no we 6/3.02 reer and west 20/.33 reer from the north one-quarter corner of said Section 12, Township 31 South, Range 7 East, W.M., Said point also being North A2.07.156 Fact 52/ 20 fact from an draw and thick marks the anat might of way Section 14, township St South, Mange / East, W.M., Said Point also being Motte 02°24'56" East 524.30 feet from an iron pin which marks the east right of Way 14na of T C Highton No. 07 of Wardson's Contion 1870400. thenes on a 35 foot Us 24 DO East J24. DV LEEL From an From Pru which marks the east right of way line of U.S. Highway No. 97 at Engineer's Station 1870400; thence on a 35 foot adding of the distance of the test the test of test of the test of test o THE OF U.S. HIGHWAY NO. 7/ AL ENGINEER B STALLON TOTOTO FLUENCE ON A SS FULL radius curve left a distance of 54.97 feet, the long chord of which bears South 43.93510/\* Woot 40 50 feat the theore South 27.93510/\* Woot 160 25 feat to the 42°35'04" East 49.50 feet; thence South 87°35'04" East 169.85 feet to the meridional center line of aforesaid Section 12; thence South 00°17'37" West meriusoual center line of aroresaid becriou 14; thence bouch with 5/ mesu along said center line of Section 12, a distance of 60.04 feet; thence North areasing upon 137 of feat. thence on a 70 foot redding formal left ind of feat along said center line of Dection 14, a distance of DU.U4 Feet; thence North 87°35'04" Hest 137.07 feet; thence on a 70 foot radius curve left 109.95 feet, the long chord of which have Couch 47°74's a that of on fact, thence Worth of 33.04 West 13/.07 reer; thence on a /0 root radius curve terr 103.93 ree the long chord of which bears South 47.24.56" West 98.99 feet; thence North name the cost state of the loss term 1400 of and Heating No 07 02°24'56" East along the east right of way line of said Highway No. 97, a U2-24-DD East along the east right of way time of said highway how Drive distance of 165 feet to the point of beginning; said road insuring ingress and the the time time of the said bightway be of the time time of the egress from the east line of said Highway No. 97, to the west line of the Northwart Another of the Mathemat Another of said Contion 12 Township 31 egress from the east the of said dighway hus y's to the west the of the Northwest Quarter of the Northeast Quarter of said Section 12, Township 31 South, Range 7 East, W.M., Klamath County, Oregon.

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Township 32 South, Range 7 E.W.M.
      Section 1: Lots 1, 2, 3 & 4, SINI, SWI
      Section 2:
                   A11
      Section 3: SISE
      Section 10: NEł, EłNWł, NEłSWł, NłSEł, SEłSEł
      Section 11: All
      Section 12: Winwi, SWi
      Section 13: All
      Section 14: All
      Section 23: All
      Section 24:
                  Nł, Nłseł
      Section 25: W1SW1
      Section 26:
                   A11
      Section 35:
                   N<del>i</del>, sei
      Section 36: All
Township 33 South, Range 7 E.W.M.
     Section 1: Lot 4, SWINWI, SWI
     Section 11: EinEi, SEi
     Section 12: W1
     Section 13: W1, W1SE1
     Section 14: Eł
     Section 23: E1, E1SW:
     Section 24: NWINEI, NINWI
     Section 26: NINEL, NWL
Township 28 South, Range 8 E.W.M.
     Section 23: WiNWi
Township 29 South, Range 8 E.W.M.
     Section 7: E_{2}^{1} of Lot 1, E_{2}^{1}W_{2}^{1} of Lot 1, E_{2}^{1}W_{2}^{1}W_{2}^{1} of Lot 1,
                  LESS that portion deeded to Delford Lang described as
                  beginning at a point on the north boundary of said Lot 1,
                  174.98 feet east of the Northwest corner; thence continuing
                  east along said north line a distance of 382.6 feet; thence
                  south parallel to the west boundary of said Lot 1 a distance
                  of 382.6 feet; thence west parallel to said north boundary a
                  distance of 382.6 feet; thence northerly a distance of 382.6
                  feet, to the point of beginning. Said exception contains
                  3.36 acres, more or less.
                 Lots 2, 3 and 4, E_{2}^{1}, E_{2}^{1}W_{2}^{1}
    Section 8:
                 A11
    Section 9:
                 A11
    Section 10:
                 A11
    Section 11:
                 A11
    Section 12: All
    Section 13: All
    Section 14: All
    Section 15: All
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3534

Township 29 South, Range 8 E.W.M.
Township 29 South, Margo
Section 16: All
Section 17: All Section 17: All
Section 18: All
Section 19: All Section 20: All
Section 20.
Section 44
Section 24: AL-
Section 20: All
Section 2/: All
Section 28: All
Section 29: All
Section 30: All
Section 31: All
Section 32: All
Section 33: Att
Section 36: All
R.W.M.
Township 30 South, Range 8 E.W.M.
Township Jo 1: All Section 1: All
Section /: All
Section 8: ALL
Section 9: All Section 9: NI N+SW1, SW1SW1, SE1
contion 10; MI ; "**
Contion 11: Att
Section 12: All Section 12: NA NASHI, NAISEL
Section 15: N2, StNWt Section 14: NEt, StNWt, NWtSWt, SEtSWt Section 15: StNEt, WtNWt, NWtSWt, SEtSWt
Section 15: SINEt, WINNET, State
Section 15: StNET, With NisEl Section 16: Ni, NEtSWi, NisEl
Section 17: All
Contion 19: All suppl
Section 19: All Section 20: Nt, SWt, NtSEt Section 20: Nt, SWt, NtSEt
contion 21: NINWE, WE SWEAMER
Section 29: Wt
Section
Section 30: All Section 31: Lot 1, NEt, NEt NWt Section 31: Thurburt, Winwt, SEt NWt
Section 31: Lot 1, NET, NET, NET, SET NUT Section 32: EINET NUT, WINW, SET NUT
Section

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Township 31 South, Range 8 E.W.M. Section 30: Lots 1, 2, 3 & 4, Einwi, NEi Swi . 3535 Section 31: Lots 5 & 6 and the W1 of Lots 1 & 2, the WiEi of Lots 1 & 2 and the EiNEi of Lot 1 Township 32 South, Range 8 E.W.M. Section 3: Lots 2, 3 & 4, SWINEI, SINWI, SWI, WISEI Section 4: Lots 1 & 2, SINEI, SEINWI, SWI, WISEI Section 5: ElSE Section 8: NiNEI, SEINEI, NEISEI Section 9: All Section 10: WiNE, Wi Section 16: NEt, W Section 18: Lots 1, 2, 3 & 4, E+W+ Section 21: Winwi Township 29 South, Bange 9 E.W.M. Section 7: All Section 8: All Section 9: Winet, Wi Section 16: NINWI, SWINWI, WISWI Section 17: All Section 18: All Section 19: All Section 20: All Section 21: Wiwi Section 29: All Section 30: All Section 31: All Section 32: Lot 1, N<sup>1</sup>, N<sup>1</sup>SW<sup>1</sup>, N<sup>1</sup>SE<sup>1</sup> Township 30 South, Range 9 E.W.M. Section 6: Lots 1, 2, 3 & 4, NEt, NEt NWt Nineisei, Einwisei Section 7: Lots 1, 2, 3 & 4, Et SWt, SEt Section 8: NEISWI, SINWISWI, SISWI Section 17: WiNWiNE; NiNWi, SwiNWi, WiSEiNWi. Section 18: Lots 1, 2 & 3, NE<sup>1</sup>, E<sup>1</sup>/<sub>2</sub>W<sup>1</sup>, N<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>2</sub> SAVING AND EXCEPTING from all the above described property any portion thereof SAVING AND EXCEPTING From all the above described property any portion there lying within the right of way of the Central Pacific Railway Company and/or TOGETHER WITH all right, title and interest, if any, in a strip of land located In portions of the SEX, Section 19 and EX, Section 30, Township 28 South, Range R Fact W M Flamath County Oregon as described in Cuit Claim Doed from 8 East, W.M., Klamath County, Oregon, as described in Quit Claim Deed from S East, W.M., Klamath County, Oregon, as described in Quit Claim Deed from Crown Zellerbach Corporation and Boise Cascade Corporation to the Oregon State Board of Aprophytics dated Tune 18 106% (See Document 4) Board of Aeronautics, dated June 18, 1964. (See Document A) STATE OF OREGON: COUNTY OF KLAMATH:SS STATE OF OREGON: COUNTY OF REAMAINISS I hereby certify that the within instrument was received and filed for Record on the 6th day of March A.D. 1984 at 3:30 gicloc record on the <u>6th</u> day of <u>March</u> and duly recorded in Vol <u>M-84</u>, of 3:30 p'clock Fee: \$<u>36.00</u> on page <u>P.M.</u> EVELYN BIEHN, COUNTY CLERK 3527 , Deputy

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