

mtc 24998

EASEMENTS WITH COVENANTS AND
RESTRICTIONS AFFECTING LAND ("ECR")

THIS AGREEMENT is made as of the 21st day of MAY, 1991, between WAL-MART STORES, INC., a Delaware corporation, of 702 S.W. Eighth Street, Bentonville, Arkansas 72716, ("Wal-Mart"), and WASHBURN ENTERPRISES, INC., an Oregon corporation, ("Developer").

W I T N E S S E T H:

WHEREAS, Wal-Mart is the owner of Tract 1 as shown on the plan attached hereto as Exhibit A hereof, said tract being more particularly described in Exhibit B attached hereto;

WHEREAS, Developer is the owner of Tract 2 and the Outparcel(s) shown on the plan attached hereto as Exhibit A hereof, the same being more particularly described in Exhibit C hereof; and

WHEREAS, Wal-Mart and Developer desire that Tracts 1 and 2 be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the "Shopping Center"), and further desire that said tracts and the Outparcel(s) be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. Building/Common Areas.

- a. "Building Areas" as used herein shall mean that portion of Tract 1 and those portions of Tract 2 shown on Exhibit A as "Building Area" (and "Future Building Area" and "Future Expansion Area"). Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.
- b. "Common Areas" shall be all of Tracts 1 and 2 except the building Areas.
- c. Conversion to Common Areas: Those portions of the Building Areas on each tract which are not from time to time used or cannot, under the terms of this Agreement, (including Paragraph 6a[3]), be



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used for buildings shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided herein.

2. Use. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. No cafeteria, restaurant, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages shall occupy space within the Shopping Center without the prior written consent of Wal-Mart and Developer. Wal-Mart and Developer recognize that said businesses may inconvenience all customers on the Shopping Center and adversely affect all business conducted in the Shopping Center. Notwithstanding anything to the contrary contained herein it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on Tract 1. Developer recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on Tract 1; and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by Wal-Mart.

3. Competing Business. Not Used!

4. Buildings.

- a. Design and Construction. The Buildings Areas shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one tract onto another tract except as provided for in Subsection d. below. The design and construction shall be of high quality. No building shall exceed thirty-five feet (35') in height above finished grade. No building shall have a metal exterior.
- b. Location. No building shall be constructed on Tracts 1 and 2 (as either immediate development or future expansion) except within the Building Areas and no improvements or alterations which substantially vary from those shown on Exhibit A may be made without the prior written consent of Wal-Mart. The front wall(s) of the building(s) on Tracts 1 and 2 shall be constructed in the location shown in Exhibit A. If such front



wall(s) are not shown in Exhibit A, then such front wall(s) shall be constructed as may be mutually agreed as allowed for herein.

- c. Fire Protection. Any building constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.
- d. Easements. In the event building wall footings encroach from one tract onto another, despite efforts to avoid that occurrence, the party onto whose tract the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.
- e. Outparcel(s) Development. The Outparcel(s) shall be developed only under the following guidelines:
 - (1) The building constructed on the Outparcel(s) shall not exceed twenty-two (22) feet in height, as measured from the mean finished elevation of the parking area of the Shopping Center;
 - (2) Any buildings to be constructed on the Outparcel(s) shall not exceed 7,000 square feet in size.
 - (3) Any rooftop equipment shall be screened in a manner satisfactory to the Developer;
 - (4) No rooftop sign shall be erected on the building constructed;
 - (5) No freestanding identification sign may be erected on the Outparcel(s) without approval of the Developer, and in no event shall such freestanding identification sign exceed the height of the shopping center pylon sign or block the visibility of the Wal-Mart Store. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by Developer.



- (6) No improvements shall be constructed, erected, expanded or altered on the Outparcel(s) until the plans for same (including site layout, exterior building materials and colors and parking) have been approved in writing by Developer. No building or structure of any kind shall be erected on the Outparcel(s) except upon that area designated as a building area on the Site Plan; provided, there may be constructed and maintained a canopy or canopies projecting from said building area; normal foundations and doors for ingress and egress may project from such building area; and signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of any other owner or tenant of the Shopping Center.
- (7) In developing and using the Outparcel(s), the owner of the Outparcel(s) shall provide and maintain parking on the Outparcel(s) a ratio of ten (10) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use, or six (6.0) spaces per one thousand (1,000) square feet of building space for any other use. In addition, the owner shall cause landscaping areas to be added and maintained in conjunction with any building or other improvement constructed on the Outparcel(s).
- (8) The Outparcel(s) shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.
- (9) Subject to the prior written consent of Developer, any building structure or improvement on the Outparcel(s) shall be used for retail or commercial purposes only, however, no building, structure or improvement on the Outparcel(s) may be used as a theater, night club, bowling alley, health spa, cafeteria, billiard parlor or other place of recreation of amusement, or as a business serving or selling alcoholic beverages.



- (10) The owner(s) of the Outparcel(s) or Developer shall maintain comprehensive public liability insurance, property damage and all-risk hazard insurance on the Outparcel(s) their buildings, appurtenances and other improvements located thereon. Such insurance shall (i) be carried with reputable companies licensed to do business in the state in which the Outparcel(s) are located; (ii) have liability limits of at least \$1,000,000.00 for each occurrence, bodily injury and property damage combined; (iii) provide for full replacement value for the buildings and improvements covered thereunder and (iv) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to Developer.

5. Common Areas.

- a. Grant of Easements. Each party, as grantor, hereby grants to the other party, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of grantee, a nonexclusive easement over, through and around their respective tracts for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Building Areas defined above. In addition to the foregoing, Wal-Mart and Developer hereby grant for the benefit of those certain Outparcel(s) now owned by Developer or Wal-Mart and identified on Exhibit C, nonexclusive easements for vehicular and pedestrian access, ingress, and egress over and across Tract 1 and Tract 2; provided, however, in no event shall the owner occupant, licensee or invitee of any of the Outparcel(s) be permitted to use Tract 1 or Tract 2 for vehicular parking or for any other purpose other than as described above.

b. Limitations on Use.

- (1) Customers. Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on Tracts 1 and 2.



- (2) Employees. Each party shall use reasonable efforts to ensure that employees shall not park on the Common Areas, except in areas designated on Exhibit A as "employee parking areas," if any. The parties hereto may from time to time mutually designate and approve "employee parking areas" not shown on Exhibit A.
- (3) General. Any activity within the Common Areas other than its primary purpose of the Common Areas, which is to provide for parking for the customers, invitees and employees of those businesses conducted with the Building Areas and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use.
- c. Utility and Service Easements. The parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Shopping Center and the Outparcel(s). Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's parcel.
- d. Water Flow. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements substantially as shown on Exhibit A (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.
6. Development, Maintenance, and Taxes.
- a. Development.
- (1) Arrangement. The arrangement of the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement.

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- (2) "Parking Area" Ratio. Each party hereto agrees that at all times there shall be independently maintained on each tract parking area sufficient to accommodate not fewer than five and one-half (5.5) car spaces for each one thousand (1,000) square feet of Building Area on such tract.
- (3) Development Timing. Concurrent with any building being constructed within the Building Areas of either tract by the owner of said tract (the "Developing Party"), the Common Areas of that tract shall be developed in accordance with Exhibit A at the expense of such Developing Party. In the event such construction by the Developing Party shall occur prior to the development of the other tract, the Developing Party shall have the right to grade, pave and use any portion of the Common Areas of the non-developing party's tract for access and for construction of, but not limited to, drainage structures and utility lines as is necessary to provide essential services to the Developing Party's tract, provided such expense shall not exceed FIFTY THOUSAND AND NO/100 Dollars (\$50,000.-00) ("Limit") or should such sum exceed the Limit then only after obtaining the non-developing party's prior written consent. The Developing Party shall present an itemized statement of expenses incurred in the construction of said improvements to and upon the non-developing party's tract, and the non-developing party agrees to reimburse the Developing Party for such costs within thirty (30) days of completion of the development of the non-developing party's tract.
- (4) Service Drive. Developer agrees that if on Exhibit A hereof a service drive is delineated on Tract 2 by crosshatching and is labelled as a "Service Drive," it shall develop the same simultaneously with the development and construction on Tract 1 by Wal-Mart. In the event Developer does not comply with the provisions of the preceding sentence, in addition to any other legal remedies, Wal-Mart shall have the right to cause the Service Drive delineated on Tract 2 to be developed provided such expense shall not exceed the "Limit" or should such sum


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exceed the "Limit" then only after obtaining the non-developing party's prior written consent. Wal-Mart shall be reimbursed by Developer for its costs in doing so within thirty (30) days of completion of the development of the Developer's tract.

b. Maintenance.

- (1) Standards. Following completion of the improvements on the Common Areas, the parties hereto shall maintain the Common Areas in good condition and repair. The maintenance is to include, without limitation, the following:
 - (a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;
 - (b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
 - (c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;
 - (d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;
 - (e) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and
 - (f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.
- (2) Expenses. The respective owners shall pay the maintenance expense of their tracts.


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- (3) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

- c. Taxes. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

7. Signs. No sign shall be located on the Common Areas on Tracts 1 and 2 except signs advertising businesses conducted thereon, of which, there shall be no more than two (2) signs on the Common Areas on Tract 1 and two (2) signs on the Common Areas on Tract 2. No signs shall obstruct the ingress and egress shown on Exhibit A.

8. Indemnification/Insurance.

- a. Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or negligence of the other party hereto.

- b. Insurance.

- (1) Wal-Mart and the Developer (for Tract 2 and the Outparcel(s) until such time as the Outparcel(s) are sold or leased to other parties who shall thereby assume this obligation) shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a



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single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$100,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be cancelled without ten (10) days prior written notice to the other party.

- (2) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.
- (3) Policies of insurance provided for in this Paragraph 8 shall name Wal-Mart and Developer as insureds as their respective interests may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained.
- (4) Wal-Mart for itself and its property insurer hereby releases Developer, and Developer for itself and its property insurer hereby releases Wal-Mart from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits of either Wal-Mart or Developer resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the



releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

- (5) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Wal-Mart shall exceed One Hundred Million Dollars (\$100,000,000.00), and so long as Wal-Mart is owner or Lessee of Tract 1, Wal-Mart shall have the right to retain the financial risk for up to One Million Five Hundred Thousand Dollars, (\$1,500,000.00) per claim.

9. Eminent Domain.

- a. Owner's Right To Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on Tracts 1 and 2, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.
- b. Collateral Claims. All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.
- c. Tenant's Claim. Nothing in this Paragraph 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.
- d. Restoration Of Common Areas. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective tract as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such



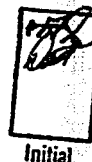
award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the tract of either party hereto, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such tract. Except as set forth in the preceding sentence, however, any holder of a first lien on Tracts 1 or 2, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.
11. Expansion Of Shopping Center. The parties agree that in the event the Shopping Center is expanded by ownership, control of the parties or agreement with a third party, all of the provisions of this Agreement shall apply to the expanded area and the parking to the building ratio in the expanded area shall not be less than that provided in Paragraph 6a(2).
12. Release from Liability. Any person acquiring fee or leasehold title to Tracts 1 or 2, or any expansion of the Shopping Center pursuant to Paragraph 11 or any portion thereof, shall be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.
13. Breach. In the event of breach or threatened breach of this Agreement, only all record owners of Tract 1 as a group, or all record owners of Tract 2 as a group, or Wal-Mart so long as it or any affiliate has an interest as owner or lessee of Tract 1 or Developer so long as it or any subsequent owner has an interest as owner or lessee of Tract 2, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. In the event of any action to enforce the provisions of the agreement, or recover damages for breach thereof, the party prevailing in such action or any appeal



thereon, shall recover from the other party, its reasonable attorney fees in such action or appeal, to be set by the judge hearing the matter.

14. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.
15. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or cancelled only by the mutual agreement of Wal-Mart as long as it or its affiliate has any interest as either owner or lessee of Tract 1, and Developer, as long as it or its affiliate has any interest as either owner or lessor of Tract 2.
16. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of Tract 1, this Agreement shall not be subject to the doctrine of merger.
17. Duration. Unless otherwise cancelled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.
18. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.
19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

12094

ATTEST

WAL-MART STORES, INC.
a Delaware Corporation

Cal Ounby
Its Assistant Secretary

[Signature]
Director of Real Estate

"Wal-Mart"

(SEAL)

ATTEST

WASHBURN ENTERPRISES, INC.
an Oregon corporation

H.F. Smith
Its: Secy

By Dorman Turner
Its: President
"Developer"

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Clatsop } ss. On this 10th day of June, 1991
before me appeared Dorman Turner and
H.F. Smith both to me personally known, who being
duly sworn, did say that he, the said Dorman Turner
is the President, and he, the said H.F. Smith
is the Secretary of Washburn Enterprises, Inc.
the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Dorman Turner and H.F. Smith
acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission expires 3/21/94

STATE OF ARKANSAS

) SS

COUNTY OF BENTON

Be it remembered that on this 13th day of June, 1991, before me a notary public in and for the county and state aforesaid, came Michael R. Nelson, Director of Real Estate of Wal-Mart Stores, Inc., a corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

(SEAL)

Dorothy L. Jensen
Dorothy L. Jensen
Notary Public
Residing in Benton County

MY COMMISSION EXPIRES 9/25/99

	BUILDING SIZE	PARKING REQ'D.	PARKING PROVIDED	RATIO
WAL - MART	59,126 S.F.	115	111	6.41
FUTURE	26,000 S.F.	—	113	—
TOTAL	MT/INT S.F.	883	884	6.01

RATIO = NO. SPACES PER 1000 S.F. OF BLDG.

LAVERNE AVE.

TRACT 1

OUT PARCEL 1
40,630 S.F.

Anti 84


Klamath Falls		SHEET	
OF		JOB NUMBER	
		WEATHER ENGINEERING, INC. CONSULTING ENGINEERS & ARCHITECTS 1000 N. 1st St., Suite 100, Klamath Falls, OR 97603 Phone (503) 865-1234	
SCALE 1" = 40'		DATE 10/1/80	
PROJECT WEATHER ENGINEERING, INC.		REVISIONS 1. 10/1/80	

EXHIBIT "B"

PAGE 1

LEGAL DESCRIPTION OF TRACT 1

(OWNED BY WAL-MART)

A TRACT OF LAND SITUATED IN LOTS 1, 2 AND 3 BLOCK 1 OF "TRACT 1080 -- WASHBURN PARK" AND THE SE 1/4 NE 1/4 OF SECTION 9, T39S, R9EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°02'00"E, ALONG THE EAST LINE OF SAID LOT 2, 60.00 FEET; THENCE S89°58'00"W 209.00 FEET; THENCE S00°02'00"E 209.00 FEET; THENCE N89°58'00"E 181.66 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE ALONG THE BOUNDARIES OF SAID LOTS 2 AND 1, ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS N68°55'22"W 532.96 FEET AND CENTRAL ANGLE EQUALS 49°28'52") 460.27 FEET, ALONG THE ARC OF A SPIRAL CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS S84°01'29"W 384.34 FEET) 386.00 FEET, N89°26'30"W 40.35 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, AND N89°26'30"W 359.98 FEET TO A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LOT 1 BEARS N89°26'30"W 260.00 FEET; THENCE N00°07'15"W, PARALLEL TO THE WEST LINE OF SAID LOT 1, 619.18 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE CONTINUING N00°07'15"W 32.00 FEET; THENCE S89°25'35"E 359.98 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE N89°58'00"E 77.06 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE S00°02'00"E 32.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14.519 ACRES, MORE OR LESS, WITH BEARINGS BASED ON SAID "TRACT 1080 -- WASHBURN PARK".



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LEGAL DESCRIPTION OF TRACT 2

(OWNED BY DEVELOPER)

A TRACT OF LAND SITUATED IN LOT 3 BLOCK 1 OF "TRACT 1080-WASHBURN PARK", A DULY RECORDED SUBDIVISION, SITUATED IN THE NE1/4 OF SECTION 9, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE $S00^{\circ}02'00"E$ 667.16 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 3 BEARS $S00^{\circ}02'00"E$ 32.00 FEET; THENCE $S89^{\circ}58'00"W$, PARALLEL TO THE SOUTH LINE OF SAID LOT 3, 771.06 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE $N00^{\circ}07'15"W$ 667.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE $N89^{\circ}58'00"E$ 772.08 FEET TO THE POINT OF BEGINNING, CONTAINING 11.817 ACRES AND WITH BEARINGS BASED ON SAID "TRACT 1080-WASHBURN PARK",

EXCEPTING THEREFROM:

A TRACT OF LAND BEING A PORTION OF LOT 3 BLOCK 1 OF "TRACT 1080 -- WASHBURN PARK", SITUATED IN THE SE1/4NE1/4 OF SECTION 9, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 3 FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 3 BEARS $S00^{\circ}02'00"E$ 32.00 FEET; THENCE $S89^{\circ}58'00"W$, PARALLEL TO THE SOUTH LINE OF SAID LOT 3, 205.00 FEET; THENCE $N00^{\circ}02'00"W$ 228.00 FEET; THENCE $N89^{\circ}58'00"E$ 205.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE $S00^{\circ}02'00"E$ 228.00 FEET TO THE POINT OF BEGINNING, CONTAINING 46,740 SQUARE FEET AND WITH BEARINGS BASED ON SAID "TRACT 1080 -- WASHBURN PARK",

EXCEPTING THEREFROM:

A TRACT OF LAND BEING A PORTION OF LOT 3 BLOCK 1 OF "TRACT 1080 -- WASHBURN PARK", SITUATED IN THE SE1/4NE1/4 OF SECTION 9, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 3 FROM WHICH THE NORTHEAST CORNER OF SAID LOT 3 BEARS $N00^{\circ}02'00"W$ 40.00 FEET; THENCE $S89^{\circ}58'00"W$ 99.64 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS EQUALS 100.00 FEET AND CENTRAL ANGLE EQUALS $31^{\circ}47'18"$) 55.48 FEET TO THE POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 100.00 FEET AND CENTRAL ANGLE EQUALS $31^{\circ}47'18"$) 55.48 FEET; THENCE $S00^{\circ}02'00"E$ 196.73 FEET; THENCE $N89^{\circ}58'00"E$ 205.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE $N00^{\circ}02'00"W$ 226.73 FEET TO THE POINT OF BEGINNING, CONTAINING 44,900 SQUARE FEET AND WITH BEARINGS BASED ON SAID "TRACT 1080 -- WASHBURN PARK".



Initial

EXHIBIT "C"

PAGE 1

(LEGAL DESCRIPTIONS OF OUT PARCELS)

LEGAL DESCRIPTION OF OUT PARCEL 1

A TRACT OF LAND SITUATED IN LOT 2 BLOCK 1 OF "TRACT 1080 -- WASHBURN PARK" BEING IN THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 9, T39S, R9EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING 500°02'00"E 60.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2, 500°02'00"E 113.36 FEET; ALONG THE ARC OF A SPIRAL CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS S15°23'31"W 89.18) 89.79 FEET, ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 632.96 FEET, CENTRAL ANGLE EQUALS 01°05'33" AND LONG CHORD BEARS S20°31'19"W 10.33 FEET) 10.33 FEET; THENCE S89°58'00"W 181.66 FEET; THENCE N00°02'00"W 209.00 FEET; THENCE N89°58'00"E 209.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.974 ACRES, MORE OR LESS, WITH BEARINGS BASED ON SAID "TRACT 1080 WASHBURN PARK".

LEGAL DESCRIPTION OF OUT PARCEL 2

A TRACT OF LAND BEING A PORTION OF LOT 3 BLOCK 1 OF "TRACT 1080 -- WASHBURN PARK", SITUATED IN THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 9, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 3 FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 3 BEARS 500°02'00"E 32.00 FEET; THENCE S89°58'00"W, PARALLEL TO THE SOUTH LINE OF SAID LOT 3, 205.00 FEET; THENCE N00°02'00"W 228.00 FEET; THENCE N89°58'00"E 205.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE 500°02'00"E 228.00 FEET TO THE POINT OF BEGINNING, CONTAINING 46,740 SQUARE FEET AND WITH BEARINGS BASED ON SAID "TRACT 1080 -- WASHBURN PARK".



Initial

EXHIBIT "C"

PAGE 2

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(LEGAL DESCRIPTIONS OF OUT PARCELS)

LEGAL DESCRIPTION OF OUT PARCEL 3

A TRACT OF LAND BEING A PORTION OF LOT 3 BLOCK 1 OF
 "TRACT 1080 -- WASHBURN PARK", SITUATED IN THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF
 SECTION 9, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE
 PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 3
 FROM WHICH THE NORTHEAST CORNER OF SAID LOT 3 BEARS
 N00°02'00"W 40.00 FEET; THENCE S89°58'00"W 99.64 FEET;
 THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS EQUALS
 100.00 FEET AND CENTRAL ANGLE EQUALS 31°47'18") 55.48 FEET
 TO THE POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A
 CURVE TO THE RIGHT (RADIUS EQUALS 100.00 FEET AND CENTRAL
 ANGLE EQUALS 31°47'18") 55.48 FEET; THENCE S00°02'00"E
 196.73 FEET; THENCE N89°58'00"E 205.00 FEET TO A POINT ON
 THE EAST LINE OF SAID LOT 3; THENCE N00°02'00"W 226.73
 FEET TO THE POINT OF BEGINNING, CONTAINING 44,900 SQUARE
 FEET AND WITH BEARINGS BASED ON SAID "TRACT 1080 -- WASHBURN
 PARK".

STATE OF OREGON,
 County of Klamath ss.

Filed for record at request of:

Mountain Title Co.

on this 25th day of June A.D. 19 91
 at 9:14 o'clock A M. and duly recorded
 in Vol. M91 of Deeds Page 12081

Evelyn Biehn
 County Clerk

By Pauline Mendenhall

Fee, \$123.00

Deputy.

Return: MTC



Initial