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WTC-56329

Vol M04 Page 28859

State of Oregon, County of Klamath
Recorded 05/11/2004 3:10 p m
Vol M04 Pg 28859-85
Linda Smith, County Clerk
Fee \$ 15.00 # of Pgs 27

When recorded return to:
Christopher M. McNichol
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201 East Washington, Suite 800
Phoenix, AZ 85004-2327

Klamath Falls, OR #1772

**AMENDMENT TO EASEMENTS WITH COVENANTS AND
RESTRICTIONS AFFECTING LAND (WITH CONSENT)**

THIS AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (this "Amendment") is made and entered into as of and effective as of the 11th day of May, 2004, by and between OZ INVESTMENT, L.L.C., an Oregon limited liability company ("Developer") and WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Wal-Mart").

RECITALS:

Wal-Mart Stores, Inc., a Delaware corporation ("Stores") and Washburn Enterprises, Inc., an Oregon corporation ("Washburn"), entered into that certain Easements With Covenants and Restrictions Affecting Land dated May 21, 1991, and recorded July 25, 1991, at Recording No. 31086 in the real estate records of Klamath County, Oregon (as amended from time to time, the "ECR"). Wal-Mart is successor in interest to Stores. Developer became the successor in interest to Washburn pursuant to that certain Statutory Warranty Deed recorded May 13, 1994 in Volume M94 Page 15124.

The parties wish to amend the ECR as herein provided.

AGREEMENTS:

IN CONSIDERATION of the foregoing premises and the mutual covenants contained in the Purchase Agreement and those hereinafter set forth, the parties hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms in this Amendment, if not otherwise defined herein, shall have the meanings ascribed to those terms in the ECR.
2. **Exhibits.** Exhibits A, B, and C attached hereto are hereby substituted for and shall replace in their entirety, Exhibits A, B, and C currently attached to the ECR. The "Outparcels" are labeled "Outparcel A", "Outparcel B", "Outparcel C", "Existing Taco Bell", "Existing Big 5 Sporting Goods Store" and "Existing Payless Shoes" on Exhibit A.

15700
SKM

3. Competing Business. Section 3 of the ECR shall be deleted in its entirety and be replaced with the following:

Competing Business. Developer covenants that, without the prior written consent of Wal-Mart, as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of Tract 1, either as owner or lessee, no space in or portion of Tract 2, the Outparcels (except for the Outparcel labeled "Existing Big 5 Sporting Goods Store") or any other real property adjacent to the Shopping Center which may subsequently be acquired by Developer, shall be leased or occupied by or conveyed to any other party for use as (i) a membership warehouse club, (ii) a pharmacy, (iii) a discount department store or other discount store in excess of 35,000 square feet or (iv) as a grocery store in excess of 15,000 square feet. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Section 3 shall prohibit the operation of a "category retailer" (as such term is commonly known in the industry but excluding any membership warehouse store, grocery or pharmacy) in the Shopping Center, which allowable uses as a category retailer shall include, but not be limited to, a general department store such as Kohl's or a home improvement store such as Home Depot. In the event of a breach of this covenant, Wal-Mart shall have the right to seek any and all remedies afforded by either law or equity.

4. Outparcel Development. Section 4(e)(2) of the ECR shall be deleted in its entirety and be replaced with the following:

The buildings to be constructed on each of the Outparcel(s) shall not exceed the following number of square feet or number of buildings for each Outparcel: (i) the Outparcel depicted as "Outparcel A", on Exhibit A, shall not have constructed thereon more than one building which building shall not exceed 2,500 square feet in size, (ii) the Outparcel depicted as "Outparcel B" on Exhibit A shall not have constructed thereon more than two buildings, which buildings shall not, separately or in combination, exceed in the aggregate 12,000 square feet in size, and (iii) the Outparcel depicted as "Outparcel C" on Exhibit A shall not have constructed thereon more than one building which building shall not exceed 7,000 square feet in size if operated for retail sales purposes, or 5,000 square feet in size if any portion of the building is operated for restaurant or entertainment purposes. Each Outparcel building may be as high as 25 feet above grade (but in no event higher than the building on Tract 1), and may have architectural features as high as 30 feet above grade, provided that no more than 10% of the lineal storefront façade may have the higher architectural features.

5. The first sentence of Section 4(e)(7) of the ECR shall be deleted and replaced with the following:

In developing and using the Outparcel(s), the owner of the Outparcel(s) shall continuously provide and maintain a parking ratio on such Outparcel(s) equal to one of the following: (i) ten (10) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use (entertainment use shall mean on-site entertainment, not a retail use such as a Blockbuster or Hollywood Video store); or (ii) four and one-half (4.5) spaces per one thousand (1,000) square feet of building space for any other use. Notwithstanding these minimum requirements, the owner of the Outparcels shall not be required to meet these minimum parking requirements if maximum parking ratios under applicable City or County regulations mandate a lower parking ratio or would require a variance or other special approval to meet such higher parking ratios, in which case the Outparcels shall meet such mandated maximum parking ratios.

6. Parking Area Ratio. Section 6(a)(2) of the ECR shall be deleted in its entirety and be replaced with the following:

"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 four and one-half (4.5) car spaces for each one thousand (1,000) square feet of Building Area on such tract. The calculation of this ratio shall include the parking areas located on the sides of buildings on Tract 1 and Tract 2 to the extent such areas are subject to the ECR.

7. Signs. Section 7 of the ECR shall be deleted in its entirety and be replaced with the following:

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 the Wal-Mart Tract and two (2) signs on the Common Areas on the Developer Tract. No signs shall obstruct the ingress and egress shown on Exhibit A. Wal-Mart and Developer agree that two (2) pylon signs shall be constructed, subject to approval by the applicable governmental entities. If Wal-Mart so elects and if all necessary governmental authorities consent to placement of such a pylon sign, Developer shall provide signage representation for Wal-Mart, at Wal-Mart's expense, on the pylon signage located on Tract 2 (the "Wal-Mart Tract 2 Signage") and fronting Washburn Way. The total area of the Wal-Mart Tract 2 Signage shall not exceed 40% of the maximum signage area on the pylon sign as approved by the applicable governmental entities (provided that if the applicable governmental entities only approve a signage

area constituting less than 40% for Wal-Mart, then Developer shall be entitled to use the difference between 40% and such lesser percentage for its signs), and the placement of the Wal-Mart Tract 2 Signage on the pylon shall be as follows: south side of Developer's Washburn Way Entrance (at Onyx Road Intersection). If all necessary governmental authorities consent to placement of such a pylon sign, Wal-Mart shall provide signage representation to four anchor merchants that occupy Tract 2, at Developer's expense, on pylon signage located on Tract 1 (the "Developer Tract 1 Signage") and fronting the Laverne Road entrance to Tract 1. The total area of the Developer Tract 1 Signage shall not exceed 60% of the maximum signage area on that pylon sign approved by the applicable governmental entities, and the placement of the Developer Tract 1 pylon sign shall be as follows: East side of Wal-Mart's LaVerne Road Entrance. It is anticipated that all pylon sign representation will be proportionately similar in size for each sign represented per pylon. Developer shall pay the pylon sign construction and installation costs of the Tract 2 signage, and Wal-Mart shall pay for the pylon sign construction and installation costs of the Tract 1 signage. Each party shall bear its own electrical costs for the sign located on its respective Tract, and all signs shall be self-illuminated from within the sign.

8. Consents. A new Section 20 is hereby added to the ECR as follows:

20. Notices and Consents. All notices, requests for consents and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, return receipt requested, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows or to such other address as each party shall give notice of to the other:

If to Developer:

Oz Investment, L.L.C.
13500 S.W. 72nd Avenue,
Suite 210
Portland, OR 97223

If to Wal-Mart:

Wal-Mart Real Estate Business Trust
2001 S.E. 10th Street
Bentonville, AR 72716
Attention: George J. Bacso, III (8313)

With a copy to:

Wal-Mart Real Estate Business Trust
Attention: Property Management
2001 S.E. 10th Street
Bentonville, AR 72716-0550

Notice shall be deemed to have been given upon receipt or refusal. Any request by one party to the other for a consent required by this Agreement, if given in accordance with the foregoing notice

provision, shall be answered by the party requested to give its consent within forty-five (45) days after the effective date of the notice requesting such consent. If the request is not answered within such time the requesting party may make a second written request in the manner set forth above and if an answer to such second request is not given within thirty (30) days from the effective date of such second request, consent to such request shall be deemed to have been given.

9. The Declaration. Developer and No Apples I – Klamath, L.L.C., a Washington limited liability company ("NAI"), entered into that certain Declaration of Cross Easements and Restrictive Covenants dated March 10, 1997, and recorded March 12, 1997, in Volume M97, as Page 7211 of the real estate records of Klamath County, Oregon (as amended from time to time, the "Declaration"). NAI assigned all of its rights under the Declaration to United Merchandising Corp. ("UMC") for as long as UMC retains a leasehold interest in Parcel 2 (as defined in the Declaration). Big 5 Corp., a Delaware corporation ("Big 5 Corp."), is successor to UMC. Ferris Klamath Falls Development Property, LLC, an Oregon limited liability corporation ("Ferris"), is the assignee of NAI's interests in the real estate subject to the Declaration. Big 5 Corp. currently operates a "Big 5 Sporting Goods" store on Parcel 2, as labeled on Exhibit A as the "Existing Big 5 Sporting Goods Store." Wal-Mart is expanding its existing store at the Shopping Center (the "Expansion"). Notwithstanding any provision to the contrary in the Declaration, Developer, Ferris and Big 5 Corp. (i) agree to those alterations to the common area improvements located on that portion of Tract 2 consisting of the Control Area (as defined in the Declaration) that are depicted on Exhibit A attached hereto, provided that the 7,000 square foot building to be constructed within the Control Area be used solely for retail sales purposes (and if any portion of said building is used for restaurant or entertainment purposes, then such building shall not exceed 5,000 square feet), and (ii) confirm the addition of Parcels 3 and 4, as described in Exhibit D attached hereto and as depicted on Exhibit E attached hereto, to the Shopping Center so that the terms of the ECR shall be applicable to Parcels 3 and 4. Big 5 and Ferris further acknowledge that, following the Expansion, the provisions of Section 2.2 of the Declaration will apply to Wal-Mart such that Wal-Mart will not be deemed in violation of the use restrictions described in Section 2.1. Nothing in this paragraph shall affect the validity or applicability of the Declaration to the remainder of the real estate parcels subject to the Declaration.

10. Easement; Improvements. Developer hereby grants to Wal-Mart, for the use and benefit of Wal-Mart as an appurtenance to Tract 1, a non-exclusive easement over and upon that portion of Tract 2 depicted on the attached Exhibit "F" as the "Slope Easement" (the "Slope Easement Area") for the construction, use, maintenance, removal and replacement of graded fill and/or slope and/or berms and related ground area improvements (the "Slope Improvements"), and further grants to Wal-Mart a temporary construction easement over and upon the Slope Easement Area for the construction of such Slope Improvements. Developer further grants to Wal-Mart, for the use and benefit of Wal-Mart as an appurtenance to Tract 1, an easement for the construction, use, maintenance, removal and replacement of various improvements on and to Tract 2 and for vehicular and pedestrian ingress and egress over Tract 2 relating to the use thereof, all as depicted on Exhibit "F" respectively as the various improvement details and as the "access easement" (the "Access Improvements"), such access easement shall utilize the Onyx Street access which is the subject of the Declaration of Easement executed by

Developer and recorded in connection with the New Plat. All costs associated with the initial construction of such Slope Improvements and Access Improvements shall be borne by Wal-Mart. In the event any Slope Easement, Access Improvements or alterations to existing storm or sanitary sewer includes any material relocation of any utility on Tract 2, such changes or relocation shall require Developer's prior written consent, which consent shall not be unreasonably withheld.

11. New Plat. The parties hereto acknowledge that there has been a replat recorded on April 23, 2004, at Land Partition No 23-03, in the records of Klamath County (the "New Plat"), as regards some of the property which is the subject of the Declaration and the ECR, such that (i) the New Parcel (Wal-Mart) as described in the Declaration, as amended, which was a portion of Parcels 1 and 4 under the Declaration, is now described as Lot 1 of the New Plat, (ii) the remaining portion of Parcel 4 plus a portion of Parcel 1 under the Declaration, which was a portion of Tract 2 under the ECR, is now described as Lot 2 of the New Plat, and (iii) a portion of Parcel 1 under the Declaration, which was a portion of Tract 2 under the ECR, is now described as Lot 3 of the New Plat, all as depicted on the Depiction set forth on attached Exhibit E.

12. Onyx Traffic Signal. In the event that either the Developer or Wal-Mart is required by applicable governmental entities to bear the costs for any traffic signal improvements at the Onyx Street and Washburn Way intersection as a result of the development of the Shopping Center as set forth on Exhibit A, Wal-Mart shall be responsible to pay (or reimburse Developer for) such costs.

13. Breach. As a modification to Section 13 of the ECR, in the event of any breach of the obligations under the ECR by any party, the party desiring to enforce the provisions of the ECR shall, to the extent any such breach is able to be cured, give the breaching party 30 days prior written notice and opportunity to cure any such breaches prior to exercising any remedy or instituting any legal proceeding.

14. Authority. Developer represents and warrants to Wal-Mart: (a) that it has the full power and authority to enter into this Amendment and that the Amendment shall be binding upon Developer; (b) that it does not require the consent of any third party to enter into this Amendment; and (c) that it shall not be in breach or contravention of any contract, agreement or lease by entering into this Amendment.

15. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

16. Full Force and Effect. Except as expressly modified by this Amendment, the ECR remains unchanged and in full force and effect.

28865

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**WAL-MART REAL ESTATE BUSINESS
TRUST, a Delaware statutory trust**

By


John Clarke

Its Assistant Vice President

MBA

**OZ INVESTMENT, L.L.C., an Oregon
limited liability company**

By

Mark S. Zimel

Its Member

ACKNOWLEDGED AND AGREED:

**FERRIS KLAMATH FALLS
INVESTMENT PROPERTY, LLC, an
Oregon limited liability company, as successor
to No Apples I - Klamath, L.L.C., a
Washington limited liability company**

By

Its

Approved as to legal terms only

by 

WAL-MART LEGAL DEPT.

Date: 5-7-04

28866

ACKNOWLEDGED AND AGREED:

BIG 5 CORP., a Delaware corporation, as
successor to United Merchandising Corp.

By _____

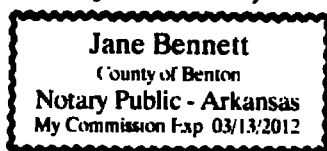
Its _____

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this May 7th day of
May, 2004, by John Clarke, an Assistant Vice President of Wal-Mart Real Estate
Business Trust, a Delaware statutory trust, on behalf of the statutory trust.

(Seal and Expiration Date)



Jane Bennett
Notary Public

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of 2004,
by Mark S. Zimel, a member of OZ Investment, L.L.C., an Oregon limited liability company, on
behalf of the limited liability company.

(Seal and Expiration Date)

Notary Public


28867

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**WAL-MART REAL ESTATE BUSINESS
TRUST, a Delaware statutory trust**

By _____
John Clarke
Its Assistant Vice President

**OZ INVESTMENT, L.L.C., an Oregon
limited liability company**

By  _____
Mark S. Zimel
Its Member

ACKNOWLEDGED AND AGREED:

**FERRIS KLAMATH FALLS
INVESTMENT PROPERTY, LLC, an
Oregon limited liability company, as successor
to No Apples I – Klamath, L.L.C., a
Washington limited liability company**

By _____
Its _____

ACKNOWLEDGED AND AGREED:

BIG 5 CORP., a Delaware corporation, as
successor to United Merchandising Corp.

By _____

Its _____

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by John Clarke, an Assistant Vice President of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the statutory trust.

(Seal and Expiration Date)

Notary Public

State of Washington

County of Clark

The foregoing instrument was acknowledged before me this 7 day of May, 2004, by Mark S. Zimel, a member of OZ Investment, L.L.C., an Oregon limited liability company, on behalf of the limited liability company.

(Seal and Expiration Date)

Marjorie P. Mulligan
Notary Public

28869

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**WAL-MART REAL ESTATE BUSINESS
TRUST, a Delaware statutory trust**

By _____
John Clarke
Its Assistant Vice President

**OZ INVESTMENT, L.L.C., an Oregon
limited liability company**

By _____
Mark S. Zimel
Its Member

ACKNOWLEDGED AND AGREED:

**FERRIS KLAMATH FALLS
INVESTMENT PROPERTY, LLC, an
Oregon limited liability company, as successor
to No Apples I – Klamath, L.L.C., a
Washington limited liability company**

By _____
Its _____

State of CaliforniaCounty of MARIN

The foregoing instrument was acknowledged before me this 5/10 day of 2004, by NIEL A FERRIS, a President of Ferris Klamath Falls Investment Property, LLC, an Oregon limited liability company, as successor to No Apples I-Klamath, L.L.C., a Washington limited liability company, on behalf of the limited liability company.

(Seal and Expiration Date)



Matt J. Mirabella, Jr.
Notary Public

State of _____

County of _____

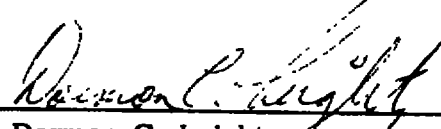
The foregoing instrument was acknowledged before me this _____ day of 2004, by Big 5 Corp., a Delaware corporation, as successor to United Merchandising Corp., on behalf of the corporation.

(Seal and Expiration Date)

Notary Public

ACKNOWLEDGED AND AGREED:

BIG 5 CORP., a Delaware corporation, as
successor to United Merchandising Corp.

By 
Dorman C. Leighty
Its Vice President, Real Estate


JCL


MSZ

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by John Clarke, an Assistant Vice President of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the statutory trust.

(Seal and Expiration Date)

Notary Public

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of 2004, by Mark S. Zimel, a member of OZ Investment, L.L.C., an Oregon limited liability company, on behalf of the limited liability company.

(Seal and Expiration Date)

Notary Public

28872

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of 2004, by _____, a _____ of Ferris Klamath Falls Investment Property, LLC, an Oregon limited liability company, as successor to No Apples I-Klamath, L.L.C., a Washington limited liability company, on behalf of the limited liability company.

(Seal and Expiration Date)

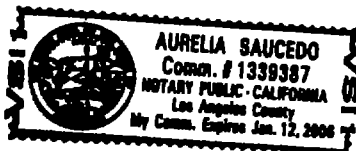
Notary Public

State of California

County of Los Angeles

The foregoing instrument was acknowledged before me this 10th day of 2004, by Big 5 Corp., a Delaware corporation, as successor to United Merchandising Corp., on behalf of the corporation.

(Seal and Expiration Date)



Aurelia Saucedo
Notary Public

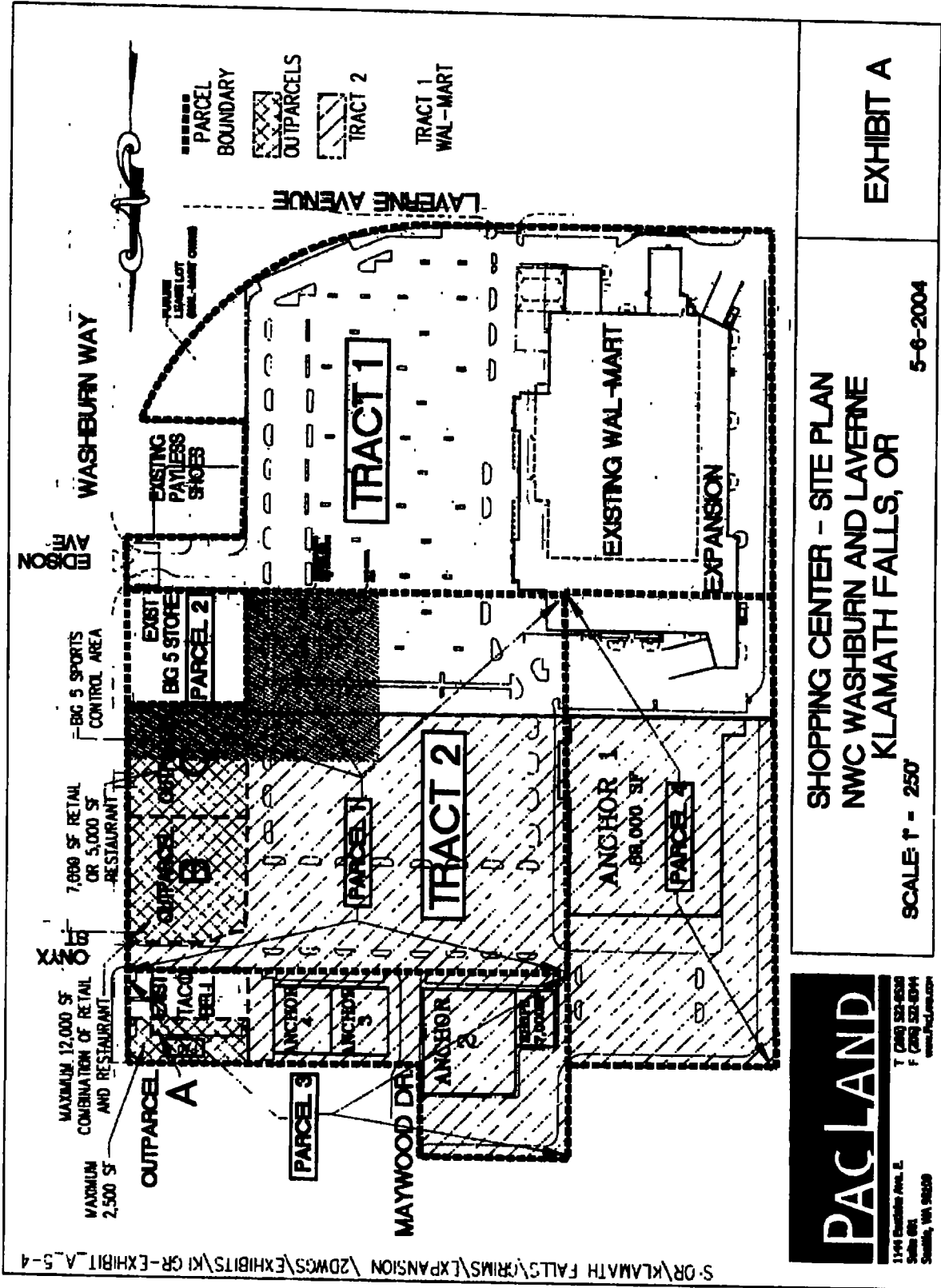


EXHIBIT B

28874

Legal Description of Tract 1

(Owned by Wal-Mart)

PARCEL 1 OF LAND PARTITION NO. 23-03, KLAMATH COUNTY PLAT RECORDS, RECORDED APRIL 23, 2004 AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON;

TOGETHER WITH:

PARCEL 1 OF MAJOR LAND PARTITION 23-91, KLAMATH COUNTY PLAT RECORDS, RECORDED APRIL 24, 1992 AND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXHIBIT C

Legal Description of Tract 2 and the Outparcel(s)

(Owned by Developer)

LEGAL DESCRIPTION
FOR
TRACT 2

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2 OF LAND PARTITION NO. 23-03, KLAMATH COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON;

THENCE N00°07'15"E, ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 617.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2;

THENCE N89°58'00"E, ALONG THE NORTH LINE OF SAID PARCEL 2 AND THE NORTH LINE OF LOTS 4 OF BLOCK 2, LOT 5 OF BLOCK 1 AND A PORTION OF LOT 4 OF SAID BLOCK 1 OF THE PLAT OF "TRACT 1249", KLAMATH COUNTY PLAT RECORDS, A DISTANCE OF 923.28 FEET ON THE NORTH LINE OF SAID LOT 5;

THENCE S00°02'00"E, LEAVING SAID NORTH LINE, A DISTANCE OF 170.00 FEET TO THE NORTH LINE OF THE ACCESS EASEMENT DESCRIBED IN VOL. M04 PAGE 24027, KLAMATH COUNTY DEED RECORDS;

THENCE N89°58'00"E, ALONG THE NORTH LINE OF SAID ACCESS EASEMENT, A DISTANCE OF 209.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF WASHBURN WAY (HIGHWAY 420);

THENCE S00°02'00"W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 41.50 FEET TO THE SOUTH LINE OF SAID ACCESS EASEMENT;

THENCE S89°58'00" W, ALONG SAID SOUTH LINE, A DISTANCE 179.00 FEET TO THE BEGINNING OF A TANGENT CURVE;

THENCE CONTINUING ALONG SAID SOUTH LINE AND ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (THE CHORD OF WHICH BEARS S44°58'00"W, 35.36 FEET), THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 TO THE MOST SOUTHERLY SOUTH LINE OF SAID EASEMENT;

THENCE S89°58'00"W, ALONG SAID SOUTH LINE, A DISTANCE OF 5.00 FEET TO THE EAST LINE OF SAID LAND PARTITION.

THENCE S00°02'00"E, ALONG SAID EAST LINE, A DISTANCE OF 380.50 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE S89°58'00" W, ALONG THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 922.34 FEET THE POINT OF BEGINNING,

**LEGAL DESCRIPTION
FOR TRACT 2 (cont'd)**

TOGETHER WITH:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF BLOCK 2, THE PLAT OF "TRACT 1249", KLAMATH COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON;

THENCE N00°07'15"W, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 165.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3;

THENCE N89°58'00"E, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 258.11 FEET TO THE WEST RIGHT-OF-WAY LINE OF MAYWOOD DRIVE;

THENCE S00°07'15"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 165.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3;

THENCE S89°58'00"W, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 258.11 FEET TO THE POINT OF BEGINNING;

CONTAINS 42,609 SQUARE FEET (0.98 ACRES), MORE OR LESS.

LEGAL DESCRIPTION
FOR
OUTPARCEL A

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 1 OF "TRACT 1249", KLAMATH COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON;

THENCE S00°07'15"W, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 79.00 FEET;

THENCE S89°58'00"W, A DISTANCE OF 209.00 FEET TO THE NORTHERLY EXTENSION OF PARCEL 3 OF "LAND PARTITION NO. 23-03", KLAMATH COUNTY PLAT RECORDS;

THENCE N00°02'00"W, ALONG SAID EAST LINE, A DISTANCE OF 79.00 FEET TO THE NORTH LINE OF SAID LOT 4;

THENCE N89°58'00"E, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 209.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 16,511 SQUARE FEET (.38 ACRES), MORE OR LESS.

**LEGAL DESCRIPTION
FOR
OUTPARCEL B**

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 OF LAND PARTITION NO. 23-03, KLAMATH COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON;

THENCE S00°02'00"E, ALONG THE EAST LINE OF SAID PARCEL 3, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE N89°58'00"E, LEAVING SAID EAST LINE, A DISTANCE OF 209.00 FEET;

THENCE S00°02'00"E, A DISTANCE OF 203.91;

THENCE S89°58'00"W, A DISTANCE OF 209.00 FEET TO THE EAST LINE OF PARCEL 2 OF SAID LAND PARTITION;

THENCE N00°02'00", ALONG SAID EAST LINE, A DISTANCE OF 203.91 FEET TO THE POINT OF BEGINNING.

CONTAINS 42,617 SQUARE FEET (.98 ACRES), MORE OR LESS.

**LEGAL DESCRIPTION
FOR
OUTPARCEL C**

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 2 OF "LAND PARTITION NO. 23-03", KLAMATH COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON;

THENCE S00°02'00"E, ALONG THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 40.91 FEET TO THE POINT OF BEGINNING;

THENCE N89°58'00"E, LEAVING SAID EAST LINE , A DISTANCE OF 209.00 FEET;

THENCE S00°02'00"E, A DISTANCE OF 226.25 FEET;

THENCE S89°58'00"W, A DISTANCE OF 209.00 FEET TO THE EAST LINE OF SAID PARCEL 2;

THENCE N00°02'00", ALONG SAID EAST LINE, A DISTANCE OF 226.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 47,286 SQUARE FEET (1.09 ACRES), MORE OR LESS.

EXHIBIT D

28881

Legal Description of Parcels 3 and 4

PARCEL 3 – A TRACT OF LAND CONSISTING OF LOT 4 AND LOT 5, BLOCK 1 AND LOT 4, BLOCK 2 OF "TRACT 1249", A DULY RECORDED SUBDIVISION, SITUATED IN KLAMATH COUNTY, OREGON.

PARCEL 4 – A TRACT OF LAND SITUATED IN THE EAST ½ OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN WITH A TRU-LINE SURVEYING PLASTIC CAP MARKING THE SOUTHWEST CORNER OF LOT 4, BLOCK 2 OF "TRACT 1249", SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF "WASHBURN PARK – TRACT 1080"; THENCE SOUTH 00 DEGREES 07' 15" EAST 667.16 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LOT 3 BEARS SOUTH 00 DEGREES 07' 15" EAST 32.00 FEET; THENCE NORTH 89 DEGREES 25' 35" WEST 359.98 FEET, THENCE NORTH 00 DEGREES 07' 15" WEST 828.35 FEET; THENCE NORTH 89 DEGREES 58' 00" EAST 359.95 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 07' 15" EAST 165.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6.86 ACRES, MORE OR LESS.

EXHIBIT E

Site Plan Depicting Parcels 3 and 4 and New Plat Overlay

S: OR\KLAMATH FALLS\GRIMS\EXPANSION \2DWGS\EXHIBITS\KFCR-EXHIBIT_A_5.4

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 1144 Hamilton Ave. E.
 Suite 101
 Seaside, OR 97138
 T (503) 327-8538
 F (503) 327-8544
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SHOPPING CENTER - NEW PARCELS
 NWC WASHBURN AND LAVERNE
 KLAMATH FALLS, OR
 SCALE: 1" = 250'

5-6-2004

EXHIBIT E

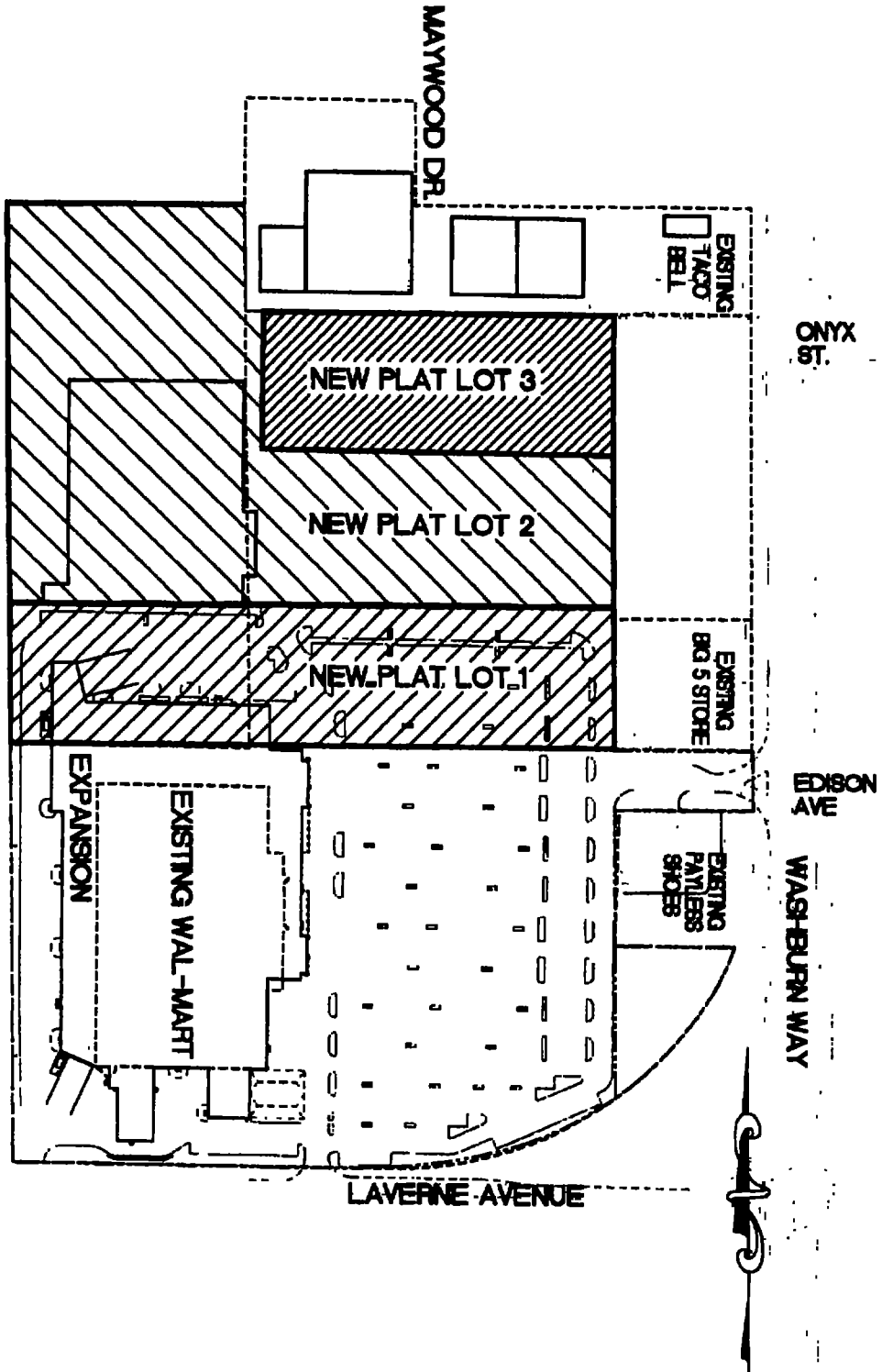


EXHIBIT F

Plan Depicting Slope Improvements and Access Improvements

