

2013-009286

Klamath County, Oregon

08/13/2013 12:57:31 PM

Fee: \$117.00

NTC 83/46
AMERITITLE

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

McDermott Will & Emery LLP
227 West Monroe Street
Chicago, Illinois 60606
Attention: David R. Neville

(Space Above For Recorder's Use Only)

LINE OF CREDIT INSTRUMENT

MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

by

COLUMBIA PLYWOOD CORPORATION,
a North Carolina corporation,
as Grantor,
and

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Agent for and on behalf of the Lenders,
as Beneficiary,

relating to premises in:

Klamath County, Oregon

Dated as of June 4, 2013

The maturity date of the Obligations (as defined in the Amended Credit Agreement) secured by the Deed of Trust modified hereby, exclusive of any option to renew or extend such maturity date, is the earlier of (i) June 4, 2018 and (ii) any other date as provided in the Amended Credit Agreement.

The maximum principal amount to be advanced pursuant to the Amended Credit Agreement and the Loan Documents (as defined herein) secured by the Deed of Trust modified hereby is not more than ONE HUNDRED MILLION AND 00/100 Dollars (\$100,000,000).

97.000000

THE DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING MODIFIED HEREBY IS INTENDED TO BE A FIXTURE FILING IN ACCORDANCE WITH ORS 79.0502 AND WILL BE INDEXED AS A FIXTURE FILING IN THE OFFICIAL RECORDS OF KLAMATH COUNTY, OREGON. FOR PURPOSES OF SUCH FIXTURE FILING, GRANTOR SHALL BE CONSIDERED "DEBTOR" AND BENEFICIARY SHALL BE CONSIDERED "SECURED PARTY."

THE DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING MODIFIED HEREBY SECURES, AMONG OTHER OBLIGATIONS, A REVOLVING CREDIT FACILITY AND PROMISSORY NOTES, WHICH OBLIGATIONS PROVIDE FOR VARIABLE RATES OF INTEREST.

**MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

THIS MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Modification") is made as of June 4, 2013, by COLUMBIA PLYWOOD CORPORATION, a North Carolina corporation, with its principal office at c/o Columbia Forest Products, Inc., 7900 Triad Center Drive, Suite 200, Greensboro, North Carolina 27409, as grantor ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, with offices at 601 South Figueroa, Suite 3690, Los Angeles, California 90017, as agent for and on behalf of the Lenders (as hereinafter defined) and, in such capacity, as beneficiary and as assignee and secured party (together with any successors or assigns in such capacity, "Beneficiary").

RECITALS:

WHEREAS, Beneficiary and certain financial institutions (collectively, "Lenders") from time to time party to the Original Credit Agreement (as hereinafter defined), and Grantor and certain of its affiliates (collectively, "Borrowers") entered into that certain Credit Agreement dated as of September 19, 2008 (as amended from time to time, the "Original Credit Agreement"), and pursuant thereto, Grantor executed and delivered, among other things, that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Deed of Trust") dated as of September 19, 2008, to Chicago Title Insurance Company of Oregon, as Trustee for the benefit of Beneficiary, and covering the land described in Exhibit A attached hereto and made a part hereof, and other real and personal property as more particularly described therein (the "Property");

WHEREAS, the Deed of Trust was recorded in the Klamath County, Oregon Microfilm Records on September 22, 2008 as Instrument No. 2008-013169;

WHEREAS, concurrently herewith, Borrowers and Lenders have entered into that certain Amended and Restated Credit Agreement (together with any and all renewals, amendments, modifications, supplements, restatements, extensions for any period, or increases or rearrangements thereof, the "Amended Credit Agreement"), which amends and restates the Original Credit Agreement in its entirety and, among other things, extends the stated maturity date of the Notes to June 4, 2018 and amends the aggregate principal amount of the Notes and Loans to be not more than \$100,000,000.00;

WHEREAS, pursuant to the Amended Credit Agreement, the parties hereto enter into this Modification to confirm the modification of the Notes, Loans and other Obligations as provided in the Amended Credit Agreement, including, without limitation, the extension of the stated maturity date of the Notes and Loans, to confirm the renewal, extension and modification of the liens, security interests and assignments of the Deed of Trust to secure the Notes and all other Obligations as so extended and amended, and to confirm the continued existence, first lien priority and validity of the Deed of Trust as so renewed, extended and modified; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Amended Credit Agreement.

AGREEMENT:

NOW, THEREFORE, pursuant to and in accordance with the terms of the Amended Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Beneficiary hereby agree as follows:

1.1 Recitals. The above referenced Recitals are hereby incorporated herein as if fully set forth below.

1.2 Modifications to Deed of Trust. The Notes and Loans have been amended and revised to an aggregate principal amount not to exceed One Hundred Million and No/100 Dollars (\$100,000,000.00) as set forth in the Amended Credit Agreement, including, without limitation, the extension of the stated maturity date of the Notes and Loans to June 4, 2018. Grantor hereby acknowledges and confirms (a) the amendment and extension of the Notes and Loans as set forth in the Amended Credit Agreement, (b) that neither this Modification nor the Amended Credit Agreement shall in any manner affect or impair any of the rights, benefits, security interests, liens or assignments securing or governing the Loans and the other Obligations, including, without limitation, those set forth in the Deed of Trust, (c) that except as amended hereby and by the Amended Credit Agreement, the terms, conditions, rights, benefits, interests, privileges, liens and assignments of the Deed of Trust shall remain in full force and effect as originally written, (d) that the rights, benefits, security interests, liens and assignments of the Deed of Trust are hereby renewed, extended, amended and modified as set forth herein and in the Amended Credit Agreement, and (e) that the rights, benefits, security interests, liens and assignments of the Deed of Trust shall not in any manner be waived, the purpose of this Modification being to confirm the Deed of Trust with respect to the Notes and Loans as modified in the Amended Credit Agreement, and to carry forward all rights, benefits, security interests, liens and assignments, which are acknowledged by Grantor to be valid and subsisting rights, liens, benefits, security interests and assignments. Each reference to the Credit Agreement, the Notes, the Loans, the Obligations and the Loan Documents in the Deed of Trust is hereby amended and shall henceforth refer to such documents and terms as modified as described herein and as defined in the Amended Credit Agreement, and as they may from time to time be subsequently amended, modified, restated or supplemented. Each reference to the stated maturity date of the Notes and Loans in the Deed of Trust is hereby amended and shall be deemed to refer to June 4, 2018, and each reference to the aggregate principal amount of the Notes and Loans is hereby amended and shall be deemed to refer to the principal amount not to exceed One Hundred Million and No/100 Dollars (\$100,000,000.00). The amendments to the Notes and Loans as set forth in the Amended Credit Agreement and this Modification collectively constitute a modification only and not a novation.

1.3 Representations and Warranties. As of the date hereof, Grantor hereby renews, remakes and confirms for the benefit of Beneficiary all of the representations, warranties and covenants made by Grantor in the Deed of Trust, with the same effect as if they were made on and as of the date of this Modification.

1.4 Oregon Specific Provisions. Section 5.18(d)(i) of the Deed of Trust is hereby deleted in its entirety and replaced by the following:

“(i) BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

1.5 Incorporation of Amended Credit Agreement. The terms of the Amended Credit Agreement are incorporated by reference herein as though set forth in full detail. In the event of any conflict between the terms and provisions of this Modification and any other Loan Document, the terms and provisions of such other Loan Document shall control.

1.6 Ratification. Except as modified by this Modification, all of the terms, conditions, covenants, representations and warranties contained in the Deed of Trust shall remain in full force and effect and are hereby ratified and confirmed by Grantor. This Modification shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

1.7 Counterparts. This Modification may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Beneficiary have duly signed and delivered this Modification as of the date first above written.

GRANTOR:

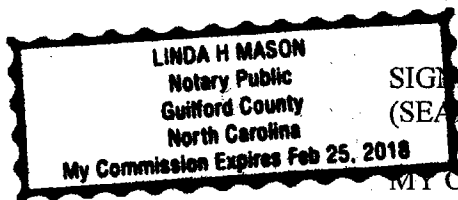
COLUMBIA PLYWOOD CORPORATION,
a North Carolina corporation

By: [Signature]
Name: Richard E. Parker
Title: Asst-Secretary

STATE OF NC)
COUNTY OF Guilford) SS:

ON July 3, 2013, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Richard E. Parker, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT, THE ENTITY UPON BEHALF OF WHICH HE/SHE ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.



SIGNATURE [Signature]
(SEAL)

MY COMMISSION EXPIRES: Feb 25, 2018

BENEFICIARY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, a Delaware corporation

By: 

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

ON _____, 2013, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN
AND FOR SAID STATE, PERSONALLY APPEARED _____,
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE
EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY
HIS/HER SIGNATURE ON THE INSTRUMENT, THE ENTITY UPON BEHALF OF WHICH
HE/SHE ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE see attached Document
(SEAL)

MY COMMISSION EXPIRES: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)

County of Los Angeles)

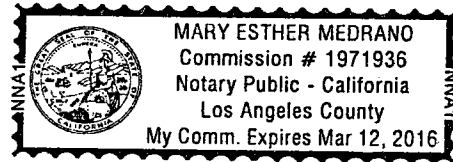
On July 2, 2013 before me, **Mary Esther Medrano, Notary Public**, personally appeared ____

Robert M. Brichacek

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~are subscribed to the within instrument and acknowledged to me that ~~he~~she/~~they~~ executed the same in ~~his~~her/~~their~~ authorized capacity (ies), and that by ~~his~~her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



SIGNATURE Mary Esther Medrano

(Place Notary Seal Above)

OPTIONAL

Description of Attached Document

Title or Type of Document: Line of Credit Instrument Modification of deed of trust, Security Agreement

Document Date: 06.04.13

Number of Pages: 1

Signer(s) Other Than Named Above: n/a

Capacity (ies) Claimed by Signer(s)

Signer's Name: Robert M. Brichacek

☒ Individual

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

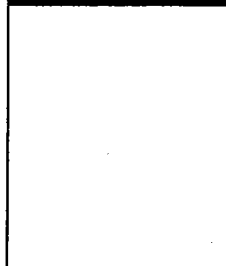
☐ Guardian or Conservator

☐ Other: _____

Signer is representing:

Beneficiary

RIGHT THUMBPRINT
OF SIGNER



Signer's Name: _____

☐ Individual

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

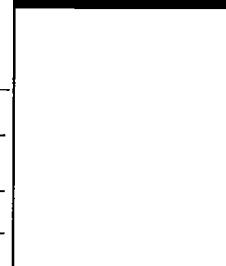


EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

All that part of Lot 1 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the intersection of the centerline of the railway of the Great Northern Railway Company as now located and constructed with the Southerly boundary of said Lot 1 at a point distance 220.7 feet Easterly from the Southwest corner of said Lot 1; thence Northeasterly along the said center line 330.2 feet; thence Northwesterly perpendicularly to the said center line 9 feet to the true point of beginning; thence continuing Northwesterly along the last described course 52 feet, more or less, to an intersection with the Northeasterly boundary of the right of way of the Klamath Falls-Weed Highway as described in a grant of easement dated November 22, 1935, from the Great Northern Railway Company to Klamath County, Oregon; thence Northwesterly along the said Northeasterly boundary to an intersection with the Westerly boundary of said Lot 1; thence Northerly along the said Westerly boundary of said Lot 1 to the Northwest corner of said Lot; thence Easterly along the Northerly boundary of said Lot; 751.3 feet, more or less, to a point distance 9 feet northwesterly at right angles from the centerline of railway; thence Southwesterly parallel to the said centerline and 9 feet Northwesterly therefrom to the true point of beginning.

EXCEPTING that portion conveyed to the State of Oregon by and through its Department of Transportation by instrument recorded in Volume M92, page 4516, Microfilm Records of Klamath County, Oregon.

PARCEL 2:

All that part of Lot 1 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Lot 1; thence South 89° 27' East along the North line of said lot 736.7 feet; thence South 24° 00' East 51.08 feet, more or less, to a point 26.5 feet distant Southeasterly measured at right angles from the centerline of the right of way of the Great Northern Railway Company, as now located and constructed, being the true point of beginning of this description; thence continuing South 24° 00' East 424 feet, more or less, to the low water mark on the Northwesterly bank of the Klamath River; thence Southwesterly along said River Bank to the South line of said Lot 1; thence North 89° 19' West along said South line 129.5 feet, more or less, to a point 26.5 feet distant Southeasterly measured at right angles from the centerline of said railway, as now located and constructed; thence Northeasterly parallel with said centerline and 26.5 feet distant therefrom to the true point of beginning.

EXCEPTING that portion conveyed to the State of Oregon by and through its Department of Transportation by instrument recorded in Volume M92, page 4516, Microfilm Records of Klamath County, Oregon.

Continued

PARCEL 3:

All that portion of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the corner common to Sections 7, 8, 17 and 18 of said Township and Range; thence South 0° 54' 30" West, 679.9 feet; thence South 41° 31' West, 875.9 feet; thence South 24° East, 43.96 feet to the true point of beginning of this description; thence South 24° East, 431.13 feet; thence North 63° 55' East, 92.5 feet; thence North 27° 14' West, 458.8 feet to a point; thence South 41° 31' West, 73.1 feet to the true point of beginning.

PARCEL 4:

Northeast 1/4 of the Northwest 1/4 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the following:

Beginning at the Northeast corner of East 1/2 of the Northwest 1/4 of said Section 18; thence South 160 feet; thence West 60 feet; thence North 160 feet; thence East 60 feet to the point of beginning.

PARCEL 5:

A tract of land situated in the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being that portion of the Northerly 30 acres lying Westerly of the U.S. Highway No. 97, EXCEPTING THEREFROM the Northerly 100 feet, and being more particularly described as follows:

Beginning at a point on the Westerly right of way line of said U.S. Highway 97, said point being South 00° 37' 00" West 100.00 feet and South 89° 30' 00" East 1065.66 feet from the North quarter corner of said Section 18; thence North 89° 30' 00" West 1065.66 feet to a 5/8 inch iron pin on the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 18; thence South 00° 37' 00" West along said West line; 896.00 feet to a 5/8 inch iron pin; thence South 89° 06' 45" East generally along an old fence line, 1143.05 feet to a 5/8 inch iron pin on the Westerly right of way line of said highway; thence Northerly along said Westerly right of way line (direct tie line bears North 04° 16' 41" West 906.88 feet) to the point of beginning, with bearings based on the North line of the Northeast 1/4 of said Section 18, as being South 89° 30' 00" East, as per recorded Survey No. 2149, as recorded in the Klamath County Surveyor's office.

ALSO BEGINNING at the Northeast corner of the E 1/2 NW 1/4, Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South 160 feet; thence West 60 feet; thence North 160 feet thence East 60 feet to the point of beginning.

ALSO a reservoir site described as follows:

Beginning at a point which is 100 feet South of the Northeast corner of the SE1/4 NW 1/4, Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South 100 feet; thence West 100 feet; thence North 100 feet; thence East 100 feet to the point of beginning.

EXCEPTING that portion convey to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded in Volume M92, page 4511, Microfilm Records of Klamath County, Oregon.

PARCEL 6:

Beginning at the one-quarter corner common to Sections 7 and 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South 89° 30' East along the North line of said Section 18, a distance of 1066.8 feet, more or less, to the Westerly right of way line of the Dalles-California Highway; thence South 1 degree 32' West along said right of way line a distance of 100.0 feet; thence North 89° 30' West 1065.2 feet, more or less, to the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 18; thence North 0° 37' East 100.0 feet, more or less, to the point of beginning; being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING that portion convey to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded in Volume M92, page 4511, Microfilm Records of Klamath County, Oregon.

PARCEL 7:

A tract of land situated in the NW1/4, Section 17, and the NE1/4, Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 2-inch iron pin on the Southeasterly right of way line of the Burlington Northern Railroad (formerly Great Northern Railroad) from which the Northeast corner of said Section 18 bears North 02° 33' 44" East, 776.39 feet; thence South 27° 15' 48" East 822.93 feet to a 2-inch iron pipe on the bank of Klamath River as described in Deed Volume 337, page 60, Deed Records of Klamath County, Oregon; thence along the lines of said Deed Volume, South 72° 28' 30" West 599.50 feet to a 5/8 inch iron pin with plastic cap, South 63° 55' 00" West 93.00 feet to a 5/8 inch iron pin marking the Southwest corner of that tract of land described in Deed Volume M69, page 8019, Microfilm Records of Klamath County, Oregon; thence North 27° 15' 48" West 458.75 feet to a 5/8 inch iron pin marking the Northeast corner of said tract and being on the Southeasterly right of way line of said railroad right of way; thence along said right of way line North 41° 31' 00" East 641.90 feet to a 5/8 inch iron pin with plastic cap, thence on the arc of a curve to the right (central angle equals 05° 31' 26" and radius equals 934.93 feet) 90.14 feet to the point of beginning, with bearings based on Great Northern Railway Map t-58.

AND ALSO, a tract of land situated in Government Lots 1, 11 and 12, Section 17, and the NE1/4 NE1/4, Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

(Parcel 7 Continued)

Beginning at a 2-inch iron pipe on the Southerly right of way line of the Burlington Northern Railroad (formerly Great Northern Railroad) from which the Northeast corner of said Section 18 bears North 02° 33' 44" East 776.39 feet; thence Northeasterly along the said right of way line on the arc of a curve to the right (radius point bears South 42° 57' 34" East 934.93 feet, central angle = 15° 55' 34") 259.88 feet; thence Easterly along a line 20 feet Southerly of the centerline of a railroad spur on the arc of a curve to the right (radius point bears South 27° 02' 00" East 465.82 feet, central angle = 39° 48' 46") 323.68 feet; thence leaving said railroad spur, South 31° 22' 30" East, 674.38 feet; thence North 52° 55' 38" East 763.67 feet; thence North 64° 31' 06" East 373.13 feet; thence South 21° 44' 14" East 81.11 feet to the Southeasterly line of that tract of land described in Volume 337, page 60 Deed Records of Klamath County, Oregon, the water line of Klamath River bears Southeasterly 25 feet; thence along said deed line: South 86° 21' 00" West, 50.44 feet, South 69° 07' 00" West 287.00 feet, South 53° 09' 00" West 584.00 feet, South 44° 03' 30" West 151.00 feet South 48° 17' 00" West 137.00 feet, South 58° 37' 00" West 322.00 feet and South 72° 28' 30" West 219.50 feet to a 2-inch iron pipe, the water line of said river bears Southeasterly 12 feet; thence North 27° 15' 48" West 822.93 feet to the point of beginning, with bearings based on map of Survey No. 4016 as recorded at the Klamath County Surveyor's Office.

PARCEL 8:

A strip of land situated in Government Lots 1 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Commencing at the Northwest corner of said Government Lot 1; thence South 89° 27' East along the North line of said Government Lot 1 a distance of 736.7 feet; thence South 24° 00' East, along a line hereinafter referred to as "Line A", a distance of 51.08 feet, more or less, to a point 26.5 feet distant Southeasterly, measured radially from the centerline of The Burlington Northern and Santa Fe Railway Company's Lead Track as now located and constructed, and the True Point of Beginning; thence Southwesterly along a line drawn concentric and parallel with said Lead Track centerline a distance of 1,160 feet, more or less, to the intersection with a line drawn parallel with and distant 50.0 feet Northeasterly, as measured at right angles for the centerline of U. S. Highway 97 (Dalles-California Highway); thence Northwesterly along the last described parallel line 30 feet, more or less, to a point being 8.5 feet Southeasterly, as measured at right angles from said Lead Track centerline; thence Northeasterly along a line drawn concentric and parallel with said Lead Track centerline a distance of 1,185 feet, more or less, to the intersection with the North line of said Government Lot 1; thence South 89° 27' East along the North line of said Government Lot 1 to the intersection with a line drawn parallel with and distant 20.0 feet Southeasterly, as measured at right angles from said Lead Track centerline; thence Southwesterly along the last described parallel line 50 feet, more or less, to the intersection with said "Line A"; thence South 24° 00' East 7 feet, more or less, to the True Point of Beginning.

ALSO,

(Parcel 8 Continued)

A parcel of land situated in said Government Lot 1 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Commencing at the intersection of said Lead Track centerline with the South line of said Government Lot 1 at a point distance 220.7 feet Easterly from the Southwest corner of said Government Lot 1; thence Northeasterly along said Lead Track centerline 330.2 feet; thence Northwesterly radially to said Lead Track centerline 9.0 feet to a the most Southerly corner of that certain tract of land described in deed from Great Northern Railway Company to Klamath Door Co. dated November 17, 1950, and the True Point of Beginning; thence continuing Northwesterly radially to said Lead Track centerline 41.0 feet; thence Southwesterly parallel with said Lead Track centerline to the intersection with a line drawn parallel with and distant 50.0 feet Northeasterly, as measured at right angles from the centerline of U. S. Highway 97 (Dalles-California Highway); thence southeasterly along the last described parallel line 60 feet, more or less, to a point being 9.0 feet Northwesterly, as measured radially from said Lead Track centerline; thence Northeasterly along a line drawn concentric with said Lead Track centerline 70 feet, more or less, to the True Point of Beginning.