



2022-003052
Klamath County, Oregon
03/11/2022 02:33:01 PM
Fee: \$152.00

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

THIS SPACE RESERVED FOR USE BY
THE COUNTY RECORDING OFFICE

AFTER RECORDING RETURN TO:

TARLOW NAITO & SUMMERS

2014 NE BROADWAY

PORTLAND OR 97232

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

TERMINATION, MODIFICATION AND DECLARATION OF EASEMENTS

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

ETERNAL HILLS MEMORIAL ASSOCIATION INC

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

ROBERT ALAN GORDON TRUSTEE OF THE ROBERT ALAN GORDON FAMILY TRUST

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$ 0.00

☐ Other

5) SEND TAX STATEMENTS TO:

NO CHANGE

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE:
(If applicable)

☐

FULL

☐

PARTIAL

**7) The amount of the monetary
obligation imposed by the order
or warrant. ORS 205.125(1)(c)**

\$

**8) If this instrument is being Re-Recorded, complete the following statement, in
accordance with ORS 205.244: "RERECORDED AT THE REQUEST OF _____**

TO CORRECT _____

PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE
NUMBER _____."

#3

TERMINATION, MODIFICATION AND DECLARATION OF EASEMENTS

This Termination, Modification and Declaration of Easements ("Agreement") is made and executed as of the 15th day of March, 2022, by and between Eternal Hills Memorial Association, Inc. ("Eternal Hills"), successor to and transferee from Candace Amborn, Trustee ("Trustee"), in her capacity as the duly appointed Chapter 7 Trustee in Bankruptcy Case in re Eternal Hills Memorial Gardens & Funeral Home Inc. ("Debtor"), U.S. Bankruptcy Court for the District of Oregon (the "Bankruptcy Court") Case No. 17-62784-tmr7 (the "Proceeding") as to Parcels 200, 400, 500, 600, 700 and 800 (as hereinafter described, and as further identified and described in Exhibit A attached hereto and also sometimes referred to herein as the "Cemetery") and Robert Alan Gordon as Trustee of the Robert Alan Gordon Family Trust ("RAGFT") as to Parcel 1, Parcel 300 and Parcel 100 (as hereinafter described, and as identified and described in Exhibit B).

WHEREAS, Title to the following parcels of real property, to wit: Map No. R-3910-018B0-00200 ("Parcel 200"); Map No. R-3910-018B0-00400 ("Parcel 400"); Map No. R-3910-018B0-00500 ("Parcel 500"); Map No. R-3910-018B0-00600 ("Parcel 600"); Map No. R-3910-018B0-00700 ("Parcel 700"); and Map No. R-3910-018B0-00800 ("Parcel 800") is held by Eternal Hills following transfer from Trustee f/b/o Debtor as confirmed by Trustee's Deed recorded in Klamath County as document number 2022-003049, Trustee having acquired title to such property by quitclaim deed recorded January 26, 2022 as document number 2022-001001 from Bydand Investors, LLC; Heritage Family Services, LLC; Robert Alan Gordon, Sr. as Trustee of the Gordon Family GSTT Survivor's Trust; Huntly, LP; Klamath Tribute Center, LLC; and R.A. Gordon and Associates, LLC aka RA Gordon and Associates ("Gordon and Associates"); and

WHEREAS, Title to the parcel of real property identified as Map No. R-3910-018B0-00300 ("Parcel 3") is held by Gordon as Trustee of the RAGFT, who also owns the parcels of real property identified as Map No. 3910-007CC-00700 ("Parcel 1") and Map No. R-3910-018B0-00100 ("Parcel 100"); and

WHEREAS, Robert Alan Gordon, Trustee of the RAGFT, will, pursuant to an agreement approved in the Proceeding, transfer Parcel 3 to Eternal Hills and will retain and continue to own Parcel 1 and Parcel 100; and

WHEREAS, on or about November 7, 2017, at approximately 01:14:35 PM, pursuant to an Easement for Utilities recorded in Klamath County as document number 2017-012843, Gordon and Associates granted to RAGFT for the benefit of Parcel 100 an Easement For Utilities over Parcel 1, Parcel 300 and Parcel 400, all as more particularly described therein (the "Parcel 100 Utility Easement"); and

WHEREAS, on or about November 7, 2017, at approximately 01:14:25 PM, pursuant to a Bargain and Sale Deed recorded in Klamath County as document number 2017-012841, Gordon and Associates transferred Parcel 300 to RAGFT, such that at the time the Parcel 100 Utility Easement was granted by Gordon and Associates title to Parcel 300 had already been

conveyed to RAGFT, so Gordon and Associates had no rights in Parcel 300 to enable it to convey the Parcel 1 Utility Easement to RAGFT; and

WHEREAS, the parties agree to terminate the Parcel 100 Utility Easement; and

WHEREAS, on or about March 31, 2020, at approximately 10:56:22 AM, pursuant to a Shared Joint Easement Agreement recorded in Klamath County as document number 2020-003821, RAGFT, as to Parcels 1 and 300, and Gordon and Associates, as to Parcel 400, granted a Shared Joint Easement Agreement For The Existing Utilities – Water, Natural Gas, Electric, Telephone and Cable Lines South From Parcel 1 Across Keller Road Along The North Side of Parcel 4 and Parcel 3 To The Northeast Boudary (sic) of Parcel 3 (the “Shared Utility Easement”);

WHEREAS the Shared Utility Easement was also for the benefit of Parcel 100;

WHEREAS, The Shared Utility Easement states that it runs along the north side of Parcel 300 and Parcel 400 but it does not provide a width to indicate the boundary the Shared Utility Easement, and the parties desire to clarify that RAGFT and Eternal Hills, their respective successors and assigns, shall enjoy the use of an easement over Parcel 1, and as to Parcels 300 and 400, the width of the Shared Utility Easement shall not extend more than 15 feet from the northern boundaries of Parcel 300 and/or Parcel 400, and that the Shared Utility Easement shall be limited to existing and future utility facilities to include water, natural gas, electric, telephone and cable for the benefit of Parcels 300, 400 and 100, including maintenance, repair and replacement as necessary, but not for the use of any other parcels; and

WHEREAS, on or about May 12, 2020, at approximately 10:44:29 AM, pursuant to an Easement for Utilities recorded in Klamath County as document number 2020-005924, Klamath Tribute Center, as to Parcel 200, Gordon and Associates, as to Parcel 600, and Huntly, LP, as to Parcel 800, granted to the RAGFT a 10-foot-wide Easement For Utilities, presumably for the benefit of Parcel 100 (the “Easement for Utilities”); and

WHEREAS, the parties agree that there are no existing utility facilities or uses for the benefit of the RAGFT in the 10 foot area of the Easement for Utilities but the easement is intended to be used in the event RAGFT uses Parcel 100 for the installation and use of a solar panel electricity generating facility, and they further agree that any utilities needed for the benefit of Parcel 100 can be delivered across the Shared Utility Easement across Parcel 300 and Parcel 400; and

WHEREAS, there currently exists along the eastern boundary of Parcel 300, running generally from north to south and generally located along the boundary between Parcel 300 and Parcel 100, a water line that serves Parcel 100 but there is no document of record to confirm or permit this use; and

WHEREAS, RAGFT desires to retain for the benefit of Parcel 100 an easement for the use, maintenance and repair of existing water facilities along the eastern boundary of Parcel 3, subject to the terms and conditions set forth herein (the “Parcel 300 Water Line Easement”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Parcel 100 Utility Easement. The Parcel 100 Utility Easement set forth in Klamath County recorded document #2017-012843 affecting Parcel 100, Parcel 300 and Parcel 400 is hereby terminated and is of no further force or effect.

2. Easement For Utilities. The Easement For Utilities set forth in Klamath County recorded document #2020-005924 affecting Parcel 100, Parcel 200, Parcel 600 and Parcel 800 is hereby amended as follows:

(a) The easement is located along the southern ten (10) feet of Parcel 200, Parcel 600 and Parcel 800.

(b) The permitted use for this easement shall be limited to underground installation of such utility lines, conduits and other improvements as may be necessary to enable RAGFT to use Parcel 100 for the installation and use of a solar panel electricity generation facility. The parties agree that all other utility needs for Parcel 100 will be provided through the Shared Utility Easement further described in the next paragraph.

3. Shared Utility Easement. The rights of the parties pursuant to the Shared Utility Easement Agreement set forth in Klamath County recorded document #2020-003821 are hereby ratified and modified as follows:

(A) The Shared Utility Easement is a joint and mutual easement whereby RAGFT, its successors and assigns shall have an easement over Parcel 3 and Parcel 4 for the benefit of Parcel 100, and Eternal Hills, its successors and assigns shall have an easement over Parcel 1 for the benefit of Parcels 200, 300, 400, 500, 600, 700 and 800, each such easement shall be for utility facilities and improvements currently physically located on each party's parcels.

(B) The Shared Utility Easement shall be located on Parcel 1 and as to Parcel 300 and 400 shall be limited to the north fifteen (15) feet of such parcels. In the event that any utility facility and/or improvement that is existing as of the date hereof is located further south than the north fifteen (15) feet of any one or more of the affected parcels such facility and/or improvement shall be considered to be a permitted encroachment, but if any such encroaching facility and/or improvement ever requires complete replacement such replacement facility and/or improvement shall be located completely within the northern fifteen (15) foot easement area and the permitted encroachment shall automatically terminate.

(C) The rights and easements granted in the Shared Utility Easement as modified herein are not only limited to existing utilities as of the date hereof but include the right to include such additional water, natural gas, electric, telephone and cable lines for the exclusive use in connection with Parcel 100, Parcel 300 and/or Parcel 400 provided the same may be installed

completely within the fifteen (15) foot easement area. The parties may use, operate, inspect, maintain, repair, replace, and reconstruct all facilities and improvements, but neither RAGFT, Eternal Hills nor their respective successors or assigns shall be permitted to grant any rights whatsoever to other parties to use the easement on Parcel 1 or the fifteen (15) foot Shared Utility Easement area as described herein and any such future grant to any party shall be void and of no force or effect.

4. Parcel 300 Water Line Easement. RAGFT declares, retains and grants to RAGFT, its successors and assigns, for the benefit of Parcel 100, an easement across but under the surface of the east ten (10) feet of Parcel 300 for the use, operation, inspection, maintenance and repair of water line facilities and improvements. In the event that the existing waterline is located further west than the east ten (10) feet of Parcel 3 such facility and/or improvement shall be considered to be a permitted encroachment, but if any such encroaching facility and/or improvement ever requires complete replacement such replacement facility and/or improvement shall be located on Parcel 100 and this easement shall automatically terminate, except that this easement shall continue in full force and effect over an area of approximately 2,600 square feet, such area being ten (10) feet wide and running north to south the approximate distance of two hundred sixty (260) feet from the center line of Keller Road, and being located in the northeast corner of Parcel 300.

For the purpose of the use, operation, inspection, maintenance and repair of the utilities existing water lines and improvements RAGFT, its successors and assigns shall, to the extent reasonably and readily available, use the easement area for access. When such access is not reasonably and readily available, RAGFT may use the normal access ways on Parcel 3 and 4 between the nearest public roadway and the affected easement area, using cemetery roads to the extent absolutely required always using the most direct route as possible. RAGFT, its successor and assigns, shall not bring onto or through the Cemetery any vehicle, equipment, machinery or other item that is too heavy, or too wide or that is in any other manner unsafe. RAGFT, its successor and assigns shall after any work in the easement area always restore the easement area to its prior good state of condition and repair and shall also repair any damage caused in any part of the Cemetery related to any use, operation, inspection, maintenance and/or repair of the existing water lines and improvements.

5. General Terms. In addition to the specific terminations, modifications and grants set forth herein, the parties agree to the following general terms and conditions.

(A) The parties are aware that all or parts of Parcels 200, 400, 500, 600, 700 and 800 have previously been dedicated for cemetery use and now are used for cemetery purposes. The parties acknowledge that Oregon Revised Statutes, section 97.340, entitled "Effect of dedication," provides in relevant part that "(a)fter property is dedicated to cemetery purposes ... neither the dedication nor the title of a plot owner shall be affected ... by any encumbrances, ... except as provided in ORS 97.310 to 97.350, 97.360 (2), 97.440, 97.510 to 97.650, 97.710, 97.720 and 97.810 to 97.865." The parties acknowledge, and further agree, that if the ten (10) foot area described in the Easement for Utilities set forth in section 2 hereof, or the fifteen (15) foot area described in the Shared Utility Easement set forth in section 3 hereof, or the ten (10) foot area described in the Parcel 300 Water Line Easement set forth in section 4 hereof,

encroaches upon any plotted and dedicated burial spaces ("Affected Burial Spaces") existing on the date hereof, then such easement shall automatically be void with respect to any Affected Burial Spaces without further documentation or action by Eternal Hills, RAGFT, or their respective successors and assigns.

(B) Any maintenance, repair, reconstruction, or other work required by the parties in connection with easements referred to herein or granted herein will be performed by a party at its own expense. Any such work will be performed in a prompt and workmanlike manner. Trees, bushes, undergrowth, or other obstructions within the easement area which materially interfere with the construction, operation, or use of the easements may be removed by either party. No structures or other improvements may be built on any easement area without the prior consent of the party benefited by the easement.

(C) In exercising any rights to use, operate, inspect, maintain, repair, replace and/or reconstruct, as the case may be, as authorized herein or in the documents pursuant to which the easements modified hereby were originally granted, the parties, for themselves, and their respective successors and assigns, warrant and represent that it, its' agents, employees, contractors and workers, in connection with the use, operation, inspection, maintenance, repair, replacement or reconstruction of any facility or improvement, shall exercise due and reasonable care with respect to safety and shall not unreasonably interfere with the proper business activities of the other, particularly paying attention to preserving dignity and decorum with respect to funeral or burial services in progress.

(D) Except in cases of emergency, any party requiring or desiring to undertake any activity in or with respect to any of the easement areas described herein or in the documents pursuant to which the easements modified hereby were original granted, shall give to the other party a notice at least forty-eight (48) hours in advance of all intended activities.

(E) Except in cases of emergency, RAGFT, its successors and assigns, shall not schedule any work in any easement area before sunrise, after dusk or when the Cemetery is scheduled for any reason to be closed to the public.


(F) The rights and obligations of the parties set forth herein are covenants running with the land, shall be perpetual except as set forth herein, and shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

(G) If any provision of this Agreement is held to be invalid or unenforceable for any reason, the validity of the remaining provisions of this Agreement shall not be affected thereby.

(H) This Termination, Modification and Declaration of Easements shall be governed by and construed and enforced in accordance with the substantive law of the State of Oregon.

(I) This Agreement may be executed in counterpart signature pages, and both counterparts, taken together, shall constitute one agreement.

SIGNATURE PAGE FOLLOWS


Robert Alan Gordon, Trustee
Robert Alan Gordon Family Trust

County of Klamath



OFFICIAL STAMP
TORI LYNANN CARLSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 1000443
MY COMMISSION EXPIRES JUNE 04, 2024

Notary Public for Oregon
My Commission Expires: 06/04/2024

Page 6

EXHIBIT A

Metes and Bounds Descriptions
Of
Parcel 200, Parcel 400, Parcel 500, Parcel 600, Parcel 700 and Parcel 800

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1: (Tax lot 200)

A parcel of land situate in the NW1/4 of Section 18, Township 39 South Range 10, East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the South line of the N1/2 of the NW1/4 of Section 18 which bears North 89 degrees 59' 04" West 1301.29 feet from the Southeast corner of the NE1/4 of the SE1/4 of the NW1/4; thence North 0 degrees 14' 05" West, 416.51 feet; thence West 55.19 feet; thence along the arc of a 1191.20 foot Radius curve to the right 632.03 feet (long chord bears South 89 degrees 09' 08" West 624.64 feet); thence along the arc of a 111.93 foot Radius curve to the right 147.78 feet (long chord bears North 37 degrees 49' 26" West 137.28 feet); thence South on a line parallel to and 541.8 feet East of the West line of Section 18 to a point on the South line of the N1/2 of the NW1/4; thence South 89 degrees 59' 04" East along the South line of the N1/2 of the NW1/4 to the point of beginning.

PARCEL 2: (Tax lot 400)

A tract of land in the NW1/4 of the NW1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at an iron pipe at the intersection of the North boundary of above said Section 18 and the Easterly right of way boundary of the Klamath Falls-Merrill Highway (Hwy #39); thence East along the aforesaid North boundary of Section 18, a distance of 511.78 feet; thence South 183.91 feet to an iron pin marking the most Northeasterly corner of Tract 1197, First Addition to Eternal Hills Memorial Gardens; thence Westerly following along the most Northerly boundary of above said Gardens on the following courses; West 65.31 feet, South 46 degrees 07' 30" West, 33.51 feet, South 62 degrees 28' 00" West 53.17 feet, South 79 degrees 42' 00" West, 214.38 feet, and South 88 degrees 03' 00" West, 164.34 feet, more or less, to an iron pin on the Easterly right of way boundary of the Klamath Falls-Merrill Highway; thence North along same 275.64 feet to the point of beginning, more or less, and excepting from the above described land the North 30.00 feet thereof for road purposes.

PARCEL 3: (Tax lot 500)

A parcel of land situated in the NW1/4 of the NW1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Easterly right of way boundary of the Klamath Falls-Merrill Highway which point bears South 683 feet and East 30 feet from the Section corner common to Sections 12, 13, 17 and 18; thence East 233.65 feet; thence North 21 degrees 30' West, 90.90 feet; thence North 13 degrees 21' West, 60.26 feet; thence North 60 degrees 11' East, 205.33 feet; thence South 60 degrees 44' 30" East 154.42 feet; thence North parallel with the Easterly right of way boundary of aforesaid highway a distance of 275.25 feet; thence North 56 degrees 28' West a distance of 79.42 feet to the Southerly right of way boundary of the Enterprise Irrigation District Canal; thence along said Enterprise Irrigation District Canal as follows: South 52 degrees 41' West 58.80 feet; South 79 degrees 42' West 225.74 feet and South 88 degrees 02' West 164.34 feet to the Easterly right of way boundary of the Klamath Falls-Merrill Highway; thence South along same a distance of 407.40 feet, more or less, to the point of beginning.

PARCEL 4: (Tax lot 600)

The East 511.8 feet of the West 541.8 feet of the NW1/4 of the NW1/4 of Section 18 Township 39 South, Range 10, East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of the North line of Tract 1197, First Addition to Eternal Hills Memorial Gardens, as filed in the Klamath County Clerks Office of Klamath County, Oregon.

EXCEPTING THEREFROM:

A tract of land in the NW1/4 of the NW1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at an iron pipe at the intersection of the North boundary of above said Section 18 and the Easterly right of way boundary of the Klamath Falls-Merrill Highway (Hwy #39); thence East along the aforesaid North boundary of Section 18, a distance of 511.78 feet; thence South 183.91 feet to an iron pin marking the most Northeasterly corner of Tract 1197, First Addition to Eternal Hills Memorial Gardens; thence Westerly following along the most Northerly boundary of above said Gardens on the following courses; West 65.31 feet, South 46 degrees 07' 30" West, 33.51 feet, South 62 degrees 28' 00" West 53.17 feet, South 79 degrees 42' 00" West, 214.38 feet, and South 88 degrees 03' 00" West, 164.34 feet, more or less, to an iron pin on the Easterly right of way boundary of the Klamath Falls-Merrill Highway; thence North along same 275.64 feet to the point of beginning, more or less, and excepting from the above described land the North 30.00 feet thereof for road purposes.

ALSO EXCEPTING THEREFROM:

A parcel of land situated in the NW1/4 of the NW1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Easterly right of way boundary of the Klamath Falls-Merrill Highway which point bears South 683 feet and East 30 feet from the Section corner common to Sections 12, 13, 17 and 18; thence East 233.65 feet; thence North 21 degrees 30' West, 90.90 feet; thence North 13 degrees 21' West, 60.26 feet; thence North 60 degrees 11' East, 205.33 feet; thence South 60 degrees 44' 30" East 154.42 feet; thence North parallel with the Easterly right of way boundary of aforesaid highway a distance of 275.25 feet; thence North 56 degrees 28' West a distance of 79.42 feet to the Southerly right of way boundary of the Enterprise Irrigation District Canal; thence along said Enterprise Irrigation District Canal as follows: South 52 degrees 41' West 58.80 feet; South 79 degrees 42' West 225.74 feet and South 88 degrees 02' West 164.34 feet to the Easterly right of way boundary of the Klamath Falls-Merrill Highway; thence South along same a distance of 407.40 feet, more or less, to the point of beginning.

ALSO EXCEPTING THEREFROM:

A portion of that tract of land described in Volume 78, page 427, of Deed Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at the section corner common to Sections 12 and 13, Township 39 South, Range 9 East, and Sections 7 and 18, Township 39 South, Range 10, East of the Willamette Meridian, thence South 683.0 feet and East 30.0 feet to the most Northwesterly corner of that tract of land described in Volume 326, pages 622 and 624, thence East along the North boundary of same a distance of 346.8 feet to the Northeasterly corner thereof which is the true point of beginning of this description; thence continuing East along the aforesaid North boundary projected a distance of 140.0 feet, thence South parallel with the Easterly boundary of the aforesaid tract of land a distance of 340.0 feet, thence West 140.0 feet to the Easterly boundary aforesaid, thence North along same a distance of 340.0 feet more or less to the true point of beginning.

AND FURTHER EXCEPTING THEREFROM:

A portion of the that particular tract of land described in Volume 78, page 427, of Deed Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the Easterly right of way boundary of the Dalles-California Highway (Klamath Falls-Merrill Highway) which point bears South 683.0 feet and East 30 feet from the Section corner common to Sections 7 and 18, Township 39 South, Range 10 East of the Willamette Meridian, and Sections 12 and 13, Township 39 South, Range 9 East of the Willamette Meridian; thence East at right angles to the aforesaid highway right of way boundary, a distance of 346.8 feet; thence South parallel to the aforesaid highway right of way boundary, a distance of 627.4 feet; thence South 89 degrees 54' West, 346.8 feet, more or less, to the aforesaid right of way boundary of the Klamath Falls-Merrill Highway; thence North along said boundary 628.0 feet to the point of beginning, and being in the Northwest quarter of the Northwest quarter of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, in Klamath County, Oregon.

PARCEL 5: (Tax lot 700)

A portion of that tract of land described in Volume 78, page 427, of Deed Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at the section corner common to Sections 12 and 13, Township 39 South, Range 9 East, and Sections 7 and 18, Township 39 South, Range 10 East of the Willamette Meridian, thence South 683.0 feet and East 30.0 feet to the most Northwesterly corner of that tract of land described in Volume 326, pages 622 and 624, thence East along the North boundary of same a distance of 346.8 feet to the Northeasterly corner thereof which is the true point of beginning of this description; thence continuing East along the aforesaid North boundary projected a distance of 140.0 feet, thence South parallel with the Easterly boundary of the aforesaid tract of land a distance of 340.0 feet, thence West 140.0 feet to the Easterly boundary aforesaid, thence North along same a distance of 340.0 feet more or less to the true point of beginning.

PARCEL 6: (Tax lot 800)

A portion of that particular tract of land described in Volume 78, page 427, of Deed Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the Easterly right of way boundary of the Dalles-California Highway (Klamath Falls-Merrill Highway) which point bears South 683.0 feet and East 30 feet from the Section corner common to Sections 7 and 18, Township 39 South, Range 10 East of the Willamette Meridian, and Sections 12 and 13, Township 39 South, Range 9 East of the Willamette Meridian; thence East at right angles to the aforesaid highway right of way boundary, a distance of 346.8 feet; thence South parallel to the aforesaid highway right of way boundary, a distance of 627.4 feet; thence South 89 degrees 54' West, 346.8 feet, more or less, to the aforesaid right of way boundary of the Klamath Falls-Merrill Highway; thence North along said boundary 628.0 feet to the point of beginning, and being in the Northwest quarter of the Northwest quarter of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT B

Metes and Bounds Descriptions
Of
Parcel 1, Parcel 100 and Parcel 300

EXHIBIT B

PARCEL 100.

The NE1/4NW1/4, Section 18, except the North 30 feet thereof; and the East 50 feet of the North 260 feet of the NW1/4NW1/4, Section 18, except the North 30 feet thereof all in Township 39 South, Range 10, East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 1:

A tract of land in the SW 1/4 of the SW 1/4, Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of the SW 1/4 SW 1/4, said Section 7 and 30 feet Northerly of the Southwest corner of said Section 7, thence Northerly along the West line of the SW 1/4 SW 1/4, said Section 7, 85.00 feet, thence Easterly parallel to the South line of said Section 7 to a point 15 feet Westerly of the center line of the Enterprise Irrigation District Canal, thence in a Southerly direction and paralleling the center line of said irrigation canal and following a line at all times 15 feet from the center line of said irrigation canal to a point 30 feet Northerly of the South line of said Section 7; thence Westerly parallel with the South line of said Section 7 to the point of beginning, being the Southerly 85.00 feet of that tract of land described in Deed Volume 214, page 511, as recorded in the Klamath County Deed Records. EXCEPTING THEREFROM that portion lying within the Klamath Fast-Merrill Highway

HS

PARCEL
~~PARCEL~~ 3:

A tract of land in the NW1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the North boundary of above said Section 18, which point bears East 541.78 feet from the Northwest corner of said Section 18; thence South 183.91 feet to the most Northeasterly corner of Tract 1197, First Addition to Eternal Hills Memorial Gardens; thence following along the Easterly boundary of same on the following courses; South 607.44 feet; thence along the arc of a 111.93 foot radius curve to the left, 147.78 feet (long chord bears South 37 degrees 49' 26" East 137.28 feet); thence along the arc of a 1191.20 foot radius curve to the left, 632.03 feet (long chord bears North 89 degrees 09' 08" East, 624.64 feet); thence East 55.19 feet to the Easterly boundary of above said Tract 1197, First Addition to Eternal Hills Memorial Gardens; thence along same boundary projected North 0 degrees 14' 05" West 630.55 feet, thence West 50.00 feet; thence North 0 degrees 14' 05" West 260.00 feet, more or less to the North boundary of aforesaid Section 18; thence West along said boundary 710.31 feet to the point of beginning, and excepting from the above described land the North 30.00 feet thereof for road purposes.