

**After Recording Return to:**  
Oregon Housing and Community Services  
C/O Portfolio Management Section  
Attn: Jodi Erickson  
725 Summer Street NE, Suite B  
Salem, Oregon 97301-1266



MTC 1039326 - 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STATE OF OREGON  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

**9% LOW-INCOME HOUSING TAX CREDIT PROGRAM**

**CONSENT TO TRANSFER, ASSIGNMENT, AND ASSUMPTION  
DECLARATION OF LAND USE RESTRICTIVE COVENANTS**

THIS 9% Low-Income Housing Tax Credit Program Consent to Transfer, Assignment, and Assumption, Declaration of Land Use Restrictive Covenants (this "Assignment") is made and entered into this 30 day of Dec. 2025 by and among **Iris Glen Townhomes, LLC, an Oregon limited liability corporation, (the "Owner"), Housing Now, Inc., an Oregon nonprofit public benefit corporation (the "Successor Owner") and the State of Oregon, acting by and through its Housing and Community Services Department, together with its successors and assigns ("OHCS").** The Owner, the Successor Owner, and OHCS, may each be referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

A. The Owner is or was the owner of a **Six (6) -building (including One (1) community building(s)) Thirty-seven (37) -unit (including One (1) manager unit), affordable multifamily residential housing development (collectively, the "Improvements"), located on certain real property in the City of Klamath Falls, County of Klamath, State of Oregon, as more particularly described in Exhibit A hereto, (the "Property").** The Property, the Improvements, as well as other real and personal property on the Property are collectively referred to herein as the "Project" and is commonly known as "Iris Glen Townhomes".

B. The Owner received a Low-Income Housing Tax Credit ("LIHTC") allocation from OHCS with respect to the development and operation of the Project in a final not-to-exceed amount of **SEVEN HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED SIXTY DOLLARS (\$732,160)** (the "Tax Credits" or "Credits") from OHCS.

C. The Tax Credits are evidenced by that certain **9% Low-Income Housing Tax Credit Reservation and Extended Use Agreement** executed by and between the Owner and OHCS dated on or about **July 15, 2009**, (the "REUA"). The REUA was subsequently modified by that certain Amendment No. One (1) to the 9% Low-Income

Housing Tax Credit Reservation and Extended Use Agreement by and between the Owner and OHCS on or about **November 12, 2009** (the "**First REUA Amendment**"). The REUA and the First REUA Amendment are collectively hereinafter referred as the "**REUA**".

**D.** Certain performance obligations with respect to the Project were made in that certain 9% Low-Income Housing Tax Credit Declaration of Land Use Restrictive Covenants executed by the Owner in favor of OHCS on or about **January 28, 2011, and** recorded **January 28, 2011**, in the official records of **Klamath** County, Oregon, as Instrument No. **2011-001085**, (the "**Declaration**"). The Declaration is hereinafter referred to as the "**Declaration**".

**E.** The REUA and the Declaration are collectively referred to herein as the "**Tax Credit Documents**".

**F.** The terms and conditions of this Assignment, the Tax Credit Documents, applicable U.S. Department of Treasury Regulations and Internal Revenue Service ("**IRS**") binding guidance, applicable provisions of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), applicable OHCS administrative rules, orders, and directives, applicable OHCS handbooks and manuals, and all other applicable laws, including federal, state, and local laws, including codes and ordinances (including all of the foregoing as amended from time to time) are hereinafter collectively referred to as the "**Credit Requirements**".

**G.** Because the Declaration is recorded against and runs with the Property and Project, the Declaration is binding on owners of the Project, including the Owner and its successors and assigns.

**H.** The parties desire to execute this Assignment to, among other things, evidence the terms by which OHCS consents to the transfer of the Project to the Successor Owner, the assumption by Successor Owner of the rights, interests, and obligations of Owner in and with respect to the Project, the Tax Credit Documents, the Credit Requirements, and the commitment herein that Successor Owner will operate the Project in conformance with the Credit Requirements, including but not limited to the Tax Credit Documents and this Assignment.

**I.** The Owner is willing to document the transfer of the Project and its rights, interests, and obligations in the Tax Credit Documents to Successor Owner, and Successor Owner is willing to document its assumption of the rights, interests, and obligations of Owner in and with respect to the Project and the Tax Credit Documents from Owner. Successor Owner also is willing to commit to operate the Project in conformance with the Credit Requirements, including the Tax Credit Documents and this Assignment. OHCS is willing to consent to the transfer in ownership of the Project and to allow the assumption of the Tax Credit Documents and Credit Requirements as described above, consistent with the terms and conditions of this Assignment.

**J.** The parties also desire that this Assignment be recorded in the relevant county records at Owner's or the Successor Owner's cost and that certain terms herein constitute restrictive covenants and equitable servitudes running with the Property and governing, among other things, the maintenance, monitoring, and operation of the Project.

## **AGREEMENT**

NOW, THEREFORE, for good and sufficient consideration, including the agreements and covenants herein contained, the parties agree as follows:

- 1. Incorporation of Recitals and Documents.** The foregoing Recitals, Tax Credit Documents and Exhibits are incorporated herein by reference. Notwithstanding this incorporation, the Recitals and Exhibits do not modify the express terms of this Assignment.

2. **Definitions.** Capitalized terms used herein without definition have the meaning ascribed to such term in the Tax Credit Documents or the Credit Requirements unless the context clearly requires otherwise.
3. **Conveyance to Successor Owner; Assignment.** Owner has conveyed its interest in and to the Project to Successor Owner in the manner described in this Assignment, in the applicable deed and in other purchase documents. Owner hereby assigns its interests in and to the Tax Credit Documents and in and to the Project to Successor Owner.
4. **Assumption.** Successor Owner hereby unconditionally assumes the interests, rights, and obligations of Owner in and with respect to the Project, the Tax Credit Documents (including as modified herein, as applicable), and other applicable Credit Requirements. Successor Owner also hereby unconditionally agrees, covenants, and warrants that it will operate the Project and perform all obligations arising under the Tax Credit Documents, or otherwise arising under applicable Credit Requirements. OHCS may resort to, proceed against, or otherwise exercise its rights with respect to any and all remedies, restrictive covenants, or equitable servitudes with respect to the Project or the Successor Owner and its assigns or successors in interest, whether such rights arise under the Tax Credit Documents, under this Assignment, under other Credit Requirements, or otherwise. Successor Owner will execute and deliver to OHCS such other documents requested by OHCS to effect, exercise, enforce, or maintain its rights under the Tax Credit Documents, this Assignment, or otherwise with respect to the Project, the Credits, or other Credit Requirements.
5. **Consent.** OHCS hereby consents to and approves of the described transfer of the Project to Successor Owner. OHCS also consents to and approves of Successor Owner's assumption of all the rights, interests, and obligations of Owner in and with respect to the Tax Credit Documents, as herein amended, and other applicable Credit Requirements without affecting in any manner the restrictions and requirements of such Tax Credit Documents, this Assignment, or other Credit Requirements with respect to any further or additional transfer of ownership of the Project. This consent and approval by OHCS is conditioned, however, upon prior execution and recording of subordination agreements acceptable to OHCS by any and all current lien holders with respect to the Project.
6. **Limited Release.** OHCS hereby releases Owner from any obligations, claims, demands, or causes of action arising out of or by virtue of the Tax Credit Documents or Credit Requirements that are based upon facts and circumstances occurring after the date of this Assignment. OHCS expressly does not release Owner from any obligations, claims, demands, or causes of action arising out of or by virtue of the Tax Credit Documents or other Credit Requirements that are based on facts or circumstances occurring on or before the date of this Assignment. Owner's remaining liability will not be diminished or affected in any manner by Successor Owner's assumption of the obligations and liabilities of Owner under the Tax Credit Documents, as amended, or under this Assignment. OHCS further agrees that the Successor Owner shall only be obligated with regard to any obligations, claims, demands, or causes of action arising out of or by virtue of the Tax Credit Documents or Credit Requirements that are based upon facts or circumstances occurring on or after the date of this Assignment.
7. **Notice to OHCS.** Successor Owner will promptly notify OHCS in writing of (i) any material adverse change in the financial condition of Successor Owner, or (ii) any suit, governmental action, claim or other proceeding pending or threatened in writing which may have a material adverse effect on Successor Owner or their business operations, condition (financial or otherwise) or involving the Project. Successor Owner will promptly provide to OHCS on request such credit reports, current financial statements and information, prepared by a certified public accountant and certified by Successor Owner, and other documents and information pertaining to the financial condition and obligations of Successor Owner, in reasonable detail and certified where appropriate, as OHCS may reasonably require from time to time, including a detailed

statement of income and expenditures (including debt service obligations) and supporting schedules, and updated financial statements.

**8. Notices.** The parties hereby designate the following contacts for notices under the Declaration.

To OHCS: Oregon Housing and Community Services  
Attn: Portfolio Management Section  
725 Summer Street NE, Suite B  
Salem, Oregon 97301-1266

To the Successor Owner: Housing Now, Inc.  
c/o Ann Malfavon  
1445 Avalon St  
Klamath Falls, OR 97603

OHCS, and the Successor Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

**9. Further Documentation and Assurance.** Successor Owner will execute upon request of OHCS such additional instruments and provide such further assurances as OHCS may consider reasonably desirable or necessary to evidence or carry out the parties' intent and agreement under this Assignment or to complete, perfect, continue and preserve the obligations, restrictive covenants and equitable servitudes created under the Tax Credit Documents, including this Assignment. Successor Owner will be responsible for all costs incurred in this transaction, including the cost of obtaining a title insurance endorsement acceptable to OHCS, if requested, ensuring that the restrictive covenants and equitable servitudes arising under the Tax Credit Documents and under this Assignment continue as valid encumbrances, in their original priority, against the Project and are not impaired by execution of this Assignment.

**10. Restrictive Covenants and Equitable Servitudes to Run with the Property.**

**10.1 Inducement.** Successor Owner represents and warrants that the consent by OHCS to Owner transferring the Project to Successor Owner is an inducement to the Successor Owner to assume and comply with the Tax Credit Documents as herein modified, to execute and comply with this Assignment, and otherwise to operate the Project in accordance with Credit Requirements. In consideration of such consent, the Successor Owner has entered into this Assignment and has agreed to restrict the uses to which the Project can be put on the terms and conditions set forth herein. Therefore, the Successor Owner covenants, agrees, and acknowledges that OHCS has relied on this Assignment in determining to consent to Owner transferring the Project to Successor Owner.

**10.2 Covenants; Equitable Servitudes.**

(1) The parties hereby declare their express intent that throughout the Affordability Period described in the Tax Credit Documents, as herein modified, the covenants, restrictions, charges, and easements set forth herein will be deemed covenants running with the Property of the Project and will create equitable servitudes running with the Property of the Project, and will pass to and be binding upon OHCS' and the Successor Owner's successors in title including any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein and upon the respective heirs, executors, administrators, devisees, successors, and assigns of any purchaser, grantee, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein. Notwithstanding the foregoing or any other provision set forth in this Assignment, the

Declaration is subject to termination upon foreclosure or deed in lieu of foreclosure as set forth in Section 6 of the Declaration.

- (2) Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (other than a rental agreement or lease for a dwelling unit) will contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument will conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.
- (3) Any and all legal requirements for the provisions of this Assignment to constitute restrictive covenants running with the Property of the Project and applying to the Project as a whole, or to create equitable servitudes with respect to same in favor of OHCS, are deemed satisfied in full.
- (4) The consent of any recorded prior lien holder on the Project, including the Property, is not required in connection with recording this Assignment, or if required, such consent has been or will be obtained by the Successor Owner.

### **10.3 Burden and Benefit.**

- (1) The Successor Owner hereby declares its understanding and intent that the burdens of the covenants and equitable servitudes set forth herein touch and concern the Property of the Project, and the Project as a whole, in that the Successor Owner's legal interest in the Project is rendered less valuable thereby.
- (2) The Successor Owner hereby further declares its understanding and intent that the benefits of such covenants and equitable servitudes touch and concern the Property of the Project, and the Project as a whole, by enhancing and increasing the enjoyment and use of the Project by tenants, intended beneficiaries (in addition to OHCS) of such covenants, reservations and restrictions, and by furthering the public purposes for which the allocation of Tax Credits was issued.

**10.4 Right of Modification.** OHCS may compromise, waive, amend or modify the terms of this Assignment including, but not limited to the incorporated documents and the restrictive covenants and equitable servitudes created hereby, with the written consent of Successor Owner or subsequent Project owners, as it so determines to be to the benefit of OHCS, the Project, the Program, or OHCS' efforts to provide or maintain safe, sanitary, and affordable housing in the State of Oregon. To be effective, any compromise, waiver, amendment or modification of this Assignment must be in writing, signed by an authorized OHCS representative.

**10.5 No Right of Action.** Tenants and other third-party beneficiaries under this Assignment (including incorporated documents), if any, have no claim, cause of action or other right of recourse against OHCS with respect to any action or lack of action taken by OHCS with respect to this Assignment (including incorporated documents and the described restrictive covenants and equitable servitudes), the Credits, or the Project arising from their rights, if any, under this Assignment or otherwise.

**10.6 No Third-Party Attorney Fees.** Tenants and other third-party beneficiaries under this Assignment (including incorporated documents), if any, have no right to attorney fees under this Assignment or otherwise for claims asserted as third-party beneficiaries hereunder (including incorporated documents) nor will parties hereto have a right to attorney fees against tenants and other third-party beneficiaries, if any, hereunder.

## 11. General Provisions.

- 11.1 Representations of Successor Owner.** Successor Owner hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that: (i) the Tax Credit Documents and this Assignment represent the legal, valid, binding and enforceable obligations of Successor Owner; (ii) there are no existing claims, defenses, personal or otherwise, or right of set-off whatsoever available to Successor Owner with respect to any of such Tax Credit Documents or this Assignment; that it is duly organized, validly existing under the laws of **Oregon**, is authorized to do business in Oregon, and has the power and authority to transact the business in which it is engaged and to enter into and perform this Assignment; and (iii) to the best of Successor Owner's knowledge, no event has occurred and no condition exists which would constitute a default under such Tax Credit Documents or this Assignment, either with or without notice or lapse of time, or both.
- 11.2 Survival; Ratification.** Except as specifically modified pursuant to this Assignment, all the terms and provisions of the Tax Credit Documents remain in full force and effect. As modified by this Assignment, the Tax Credit Documents are approved and hereby ratified and reaffirmed.
- 11.3 No Relinquishment of Covenants.** This Assignment will in no way act as a release or relinquishment of the restrictive covenants, equitable servitudes, and encumbrances (collectively, the "Covenants") recorded with respect to the Project, running with the Property, and protecting, among other things, OHCS' ability to enforce operation of the Project consistent with the terms of the Tax Credit Documents except as expressly released or modified in this Assignment. The Covenants, as herein modified, are hereby ratified and confirmed in all respects.
- 11.4 Full Force and Effect.** This Assignment and the Tax Credit Documents, as amended, are in full force and effect and nothing contained in this Assignment will be construed as modifying such documents, except as specifically provided pursuant to this Assignment.
- 11.5 Severability.** A determination that any term or provision of this Assignment is invalid or otherwise not enforceable will not affect the validity of the remaining terms and provisions of this Assignment which will remain in full force and effect.
- 11.6 Indemnity.** Owner will save, hold harmless, indemnify and (subject to ORS chapter 180) defend the State of Oregon, OHCS, and their officers, agents, employees, members and assigns, from all suits, actions, claims, losses or damages of whatsoever nature, kind or description related to the Project and resulting from or arising out of its breach, neglect or misconduct or the breach, neglect or misconduct of Owner's subcontractors, agents, or employees arising under the Tax Credit Documents, this Assignment, or the Credit Requirements, to the extent such breach, neglect or misconduct occurred during Owner's period of ownership of the Project. Successor Owner will save, hold harmless, indemnify and (subject to ORS chapter 180) defend the State of Oregon, OHCS, and their officers, agents, employees, members and assigns, from all suits, actions, claims, losses or damages of whatsoever nature, kind or description related to the Project and resulting from or arising out of its breach, neglect or misconduct or the breach, neglect or misconduct of Successor Owner's subcontractors, agents, or employees arising under the Tax Credit Documents, this Assignment, or the Credit Requirements, to the extent such breach, neglect or misconduct occurred during Successor Owner's period of ownership of the Project.
- 11.7 Time of the Essence.** Time is of the essence in the performance of any and all obligations under this Assignment.
- 11.8 Attorney Fees.** Subject to the limitations required under Article XI, Section 7 of the Oregon Constitution and Oregon Tort Claims Act, in the event a lawsuit is instituted among two or more of the parties regarding this Assignment (including the incorporated documents or other Credit Requirements), the prevailing party

will, to the extent permitted by law, be entitled to recover from the other party or parties its reasonable attorney fees. Reasonable attorney fees will not exceed the rate charged OHCS by its attorneys.

- 11.9 Governing Law; Venue: Consent to Jurisdiction.** This Assignment will be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “**Claim**”) between any parties hereto related to this Assignment (including incorporated documents) will be conducted exclusively within the Circuit Court of Marion County, Oregon (unless Oregon law requires that it be brought and conducted where the Property is located) or, if necessary, the United States District Court for the District of Oregon. OWNER AND SUCCESSOR OWNER BY EXECUTION OF THIS ASSIGNMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event will this provision be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.
- 11.10 Waiver.** Notwithstanding any interests hereunder or otherwise inuring to the benefit of past, present or prospective tenants of the Project, OHCS may compromise, waive, amend or modify this Assignment, the Tax Credit Documents or other Credit Requirements with the written consent of Successor Owner as OHCS determines to be to the benefit of OHCS, the Project, Credit Requirements, or OHCS efforts to provide or maintain safe and affordable housing in the State of Oregon. To be effective, any compromise, waiver, amendment or modification of this Assignment must be in writing, signed by an authorized OHCS representative.
- 11.11 No Third-Party Claim.** Any third-party beneficiaries under this Assignment (including the incorporated documents) will have no claim, cause of action or other right of recourse against OHCS with respect to any action or lack of action taken by OHCS with respect to this Assignment (including the incorporated documents), Credit Requirements, the Project, the Owner, or the Successor Owner.
- 11.12 Construction.** The parties to this Assignment acknowledge that each party and its counsel have participated in the drafting and revision of this Assignment. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Assignment, any amendment, modification, supplementation or restatement of this Assignment or any exhibit to this Assignment.
- 11.13 No Impairment of Governmental Powers.** Nothing in this Assignment is intended, nor will it be construed, to in any way limit the actions of OHCS or the State of Oregon in the exercise of their governmental powers. It is the express intention of the parties hereto that OHCS and the State of Oregon will retain the full right and ability to exercise their governmental powers with respect to the Owner, the Successor Owner, the Credit, the Project, and the transactions contemplated by this Assignment (including incorporated documents) to the same extent as if OHCS were not a party to this Assignment (including incorporated documents) or the transactions contemplated thereby, and in no event will OHCS or the State of Oregon have any liability in contract arising under this Assignment by virtue of any exercise of their governmental powers.
- 11.14 Preservation.** Successor Owner acknowledges and agrees that the Project is a “participating property” as defined in ORS 456.250 and, as such, is subject to the requirements, among other things, of ORS 456.250 through 456.267. Successor Owner and any successors or assigns to it are bound by and will comply with the terms of ORS 456.250 through 456.267 and other related Credit Requirements with respect to the Project.

**11.15 Counterparts.** This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will constitute but one agreement. Any party may execute this Assignment by signing any such counterpart.

*[Signature Pages to Follow]*

Unofficial  
Copy

IN WITNESS WHEREOF, this instrument has been duly executed as of the date and year first above written.

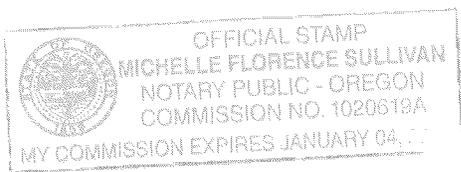
**OHCS:**

**STATE OF OREGON**, acting by and through its  
**Housing and Community Services Department**

By: Roberto Franco  
Roberto Franco, Deputy Director of Development  
Affordable Rental Housing Division

STATE OF OREGON            )  
  : ss  
COUNTY OF MARION        )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2025, by Roberto Franco, Deputy Director of Development Affordable Rental Housing Division, for and on behalf of the State of Oregon, acting by and through its Housing and Community Services Department (OHCS).



Michelle Sullivan  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 1/4/2026

Unofficial Copy

9% LIHTC – Assignment  
Iris Glen Townhomes  
Signature Page

OWNER:

**IRIS GLEN TOWNHOMES, LLC,**  
an Oregon limited liability corporation  
Tax ID: 26-3814653

By: Klamath Housing Authority,  
an Oregon housing authority, its Manager

By: *Ann Malfavon*  
Ann Malfavon, Executive Director

STATE OF OREGON )

County of *Klamath* <sup>SS</sup>

The foregoing instrument was acknowledged before me this *30<sup>th</sup>* day of *December*, 20*25* by Ann Malfavon, the Executive Director of Klamath Housing Authority, an Oregon housing authority, who executed the foregoing instrument for and on behalf of the Owner.



*Emily Jean Coe*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: *9/8/2029*

Unofficial Copy

**SUCCESSOR OWNER:**

**Housing Now, Inc.,**  
an Oregon nonprofit public benefit corporation  
Tax ID: 27-1385143

By: *Ann Malfavon*  
Ann Malfavon, President

STATE OF OREGON )

County of *Klamath* : SS

The foregoing instrument was acknowledged before me this *30<sup>th</sup>* day of *December*, *2025* by Ann Malfavon, the President of Housing Now, Inc., an Oregon nonprofit public benefit corporation, who executed the foregoing instrument for and on behalf of the Successor Owner.



*Emily Jean Coe*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: *9/8/2029*

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**EXHIBIT A  
(LEGAL DESCRIPTION)**

Real property in the County of **Klamath**, State of Oregon, described as follows:

**PARCEL I**

A PORTION OF LOTS 4, 5, 6, BLOCK 11, DIXON ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST SIDE OF HILLSIDE AVENUE AT A POINT 36 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 6, BLOCK 11, DIXON ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; RUNNING THENCE SOUTH ALONG THE EAST SIDE OF SAID HILLSIDE AVENUE A DISTANCE OF 37 FEET; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 6 TO THE NORTHWESTERLY LINE OF FORT KLAMATH ROAD TO A POINT WHERE SAID LINE INTERSECTS WITH A LINE DRAWN EAST FROM SAID POINT OF BEGINNING AND PARALLEL WITH THE NORTH LINE OF SAID LOT 6; THENCE WEST TO THE POINT OF BEGINNING, BEING A TRACT OF LAND FRONTING 37 FEET ON SAID HILLSIDE AVENUE AND EXTENDING ACROSS LOTS 6, 5 AND 4 OF SAID BLOCK 11 TO FORT KLAMATH ROAD, SITUATE IN SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, TOGETHER WITH AN EASEMENT FOR A DRIVEWAY ACROSS THE SOUTHERLY AND EASTERLY SIDE OF SAID LOT 4, BLOCK 11, CONVENIENTLY WIDE FOR A DRIVE FROM THE ALLEY IN THE REAR OF SAID LOT 4.

**PARCEL II**

LOT 3 BLOCK 11, DIXON ADDITION TO KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

**PARCEL III**

LOTS 4, 6 AND 7 IN BLOCK 12 OF DIXON ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. /

**PARCEL IV**

LOTS 8 AND 9 IN BLOCK 12 OF DIXON ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. EXCEPTING THEREFROM PORTIONS CONVEYED TO STATE OF OREGON BY AND THROUGH ITS STATE HIGHWAY COMMISSION; PORTION LOT 8 BY DEED RECORDED SEPTEMBER 22, 1944 IN VOLUME 169, PAGE 194; AND PORTION OF LOT 9 BY DEED RECORDED OCTOBER 04, 1944 IN VOLUME 169, PAGE 458, DBED RECORDS OF KLAMATH COUNTY, OREGON.

**PARCEL V**

LOTS 10 AND 11 IN BLOCK 12 OF DIXON ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE RECORDS OF KLAMATH COUNTY, OREGON.

NOTE: This legal description was created prior to Januray 1, 2008.

APN: R375356 and R375338 and R375436 and R375463 and R375472 and R375481 and R375490 and R375506 and R375515