PORSF
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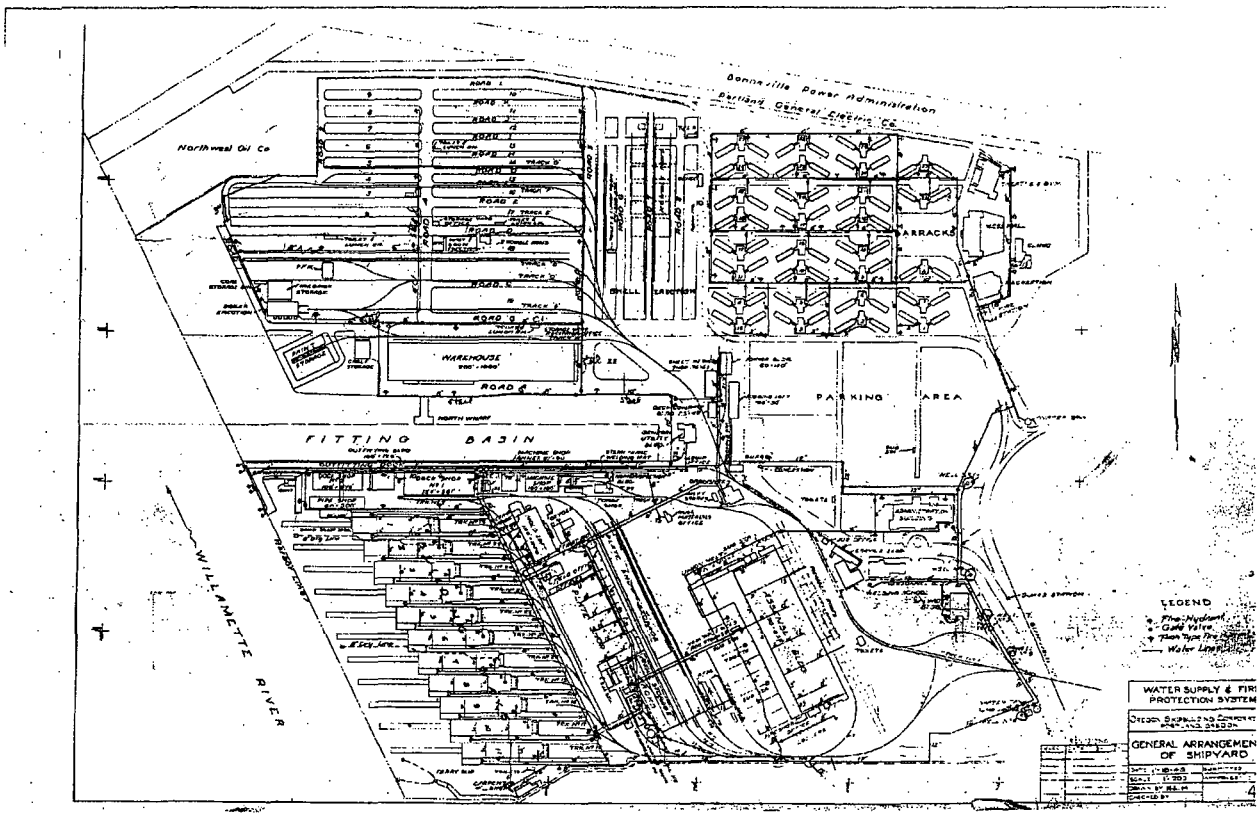

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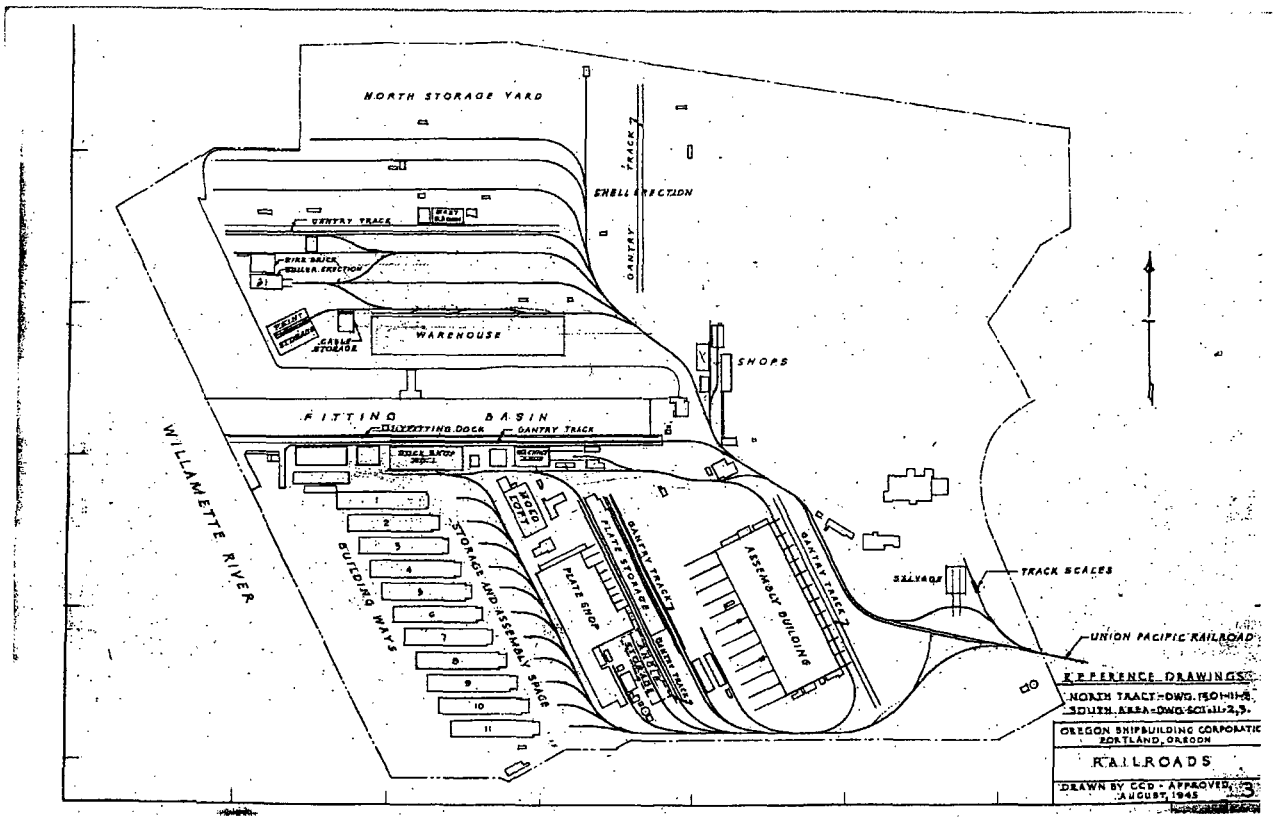
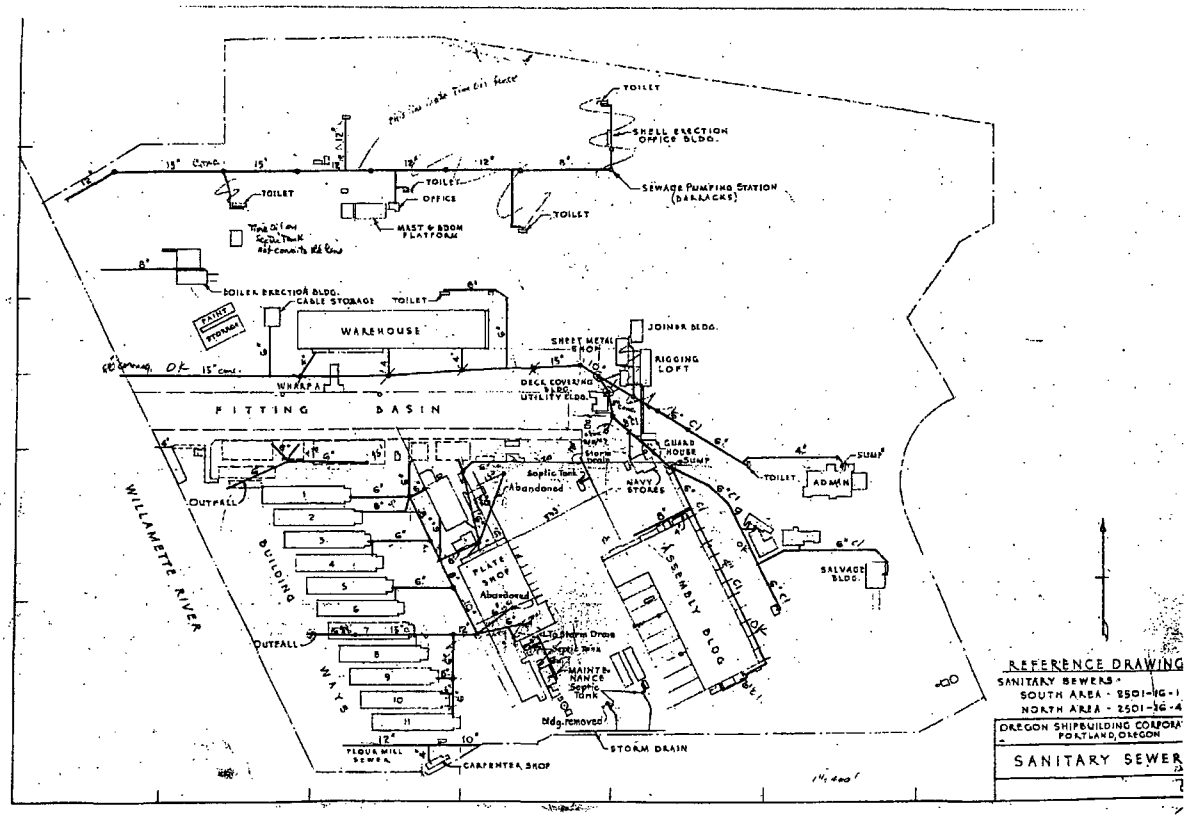


SCHN00315636



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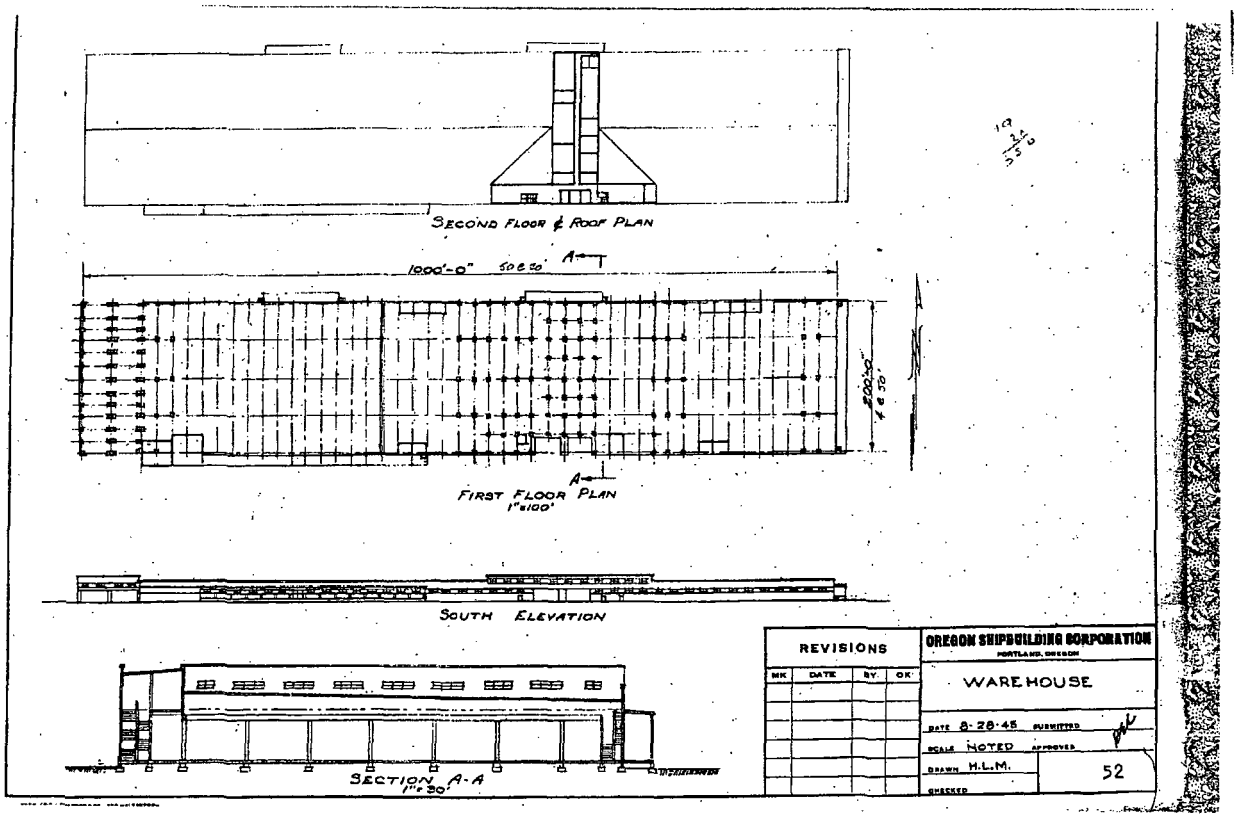

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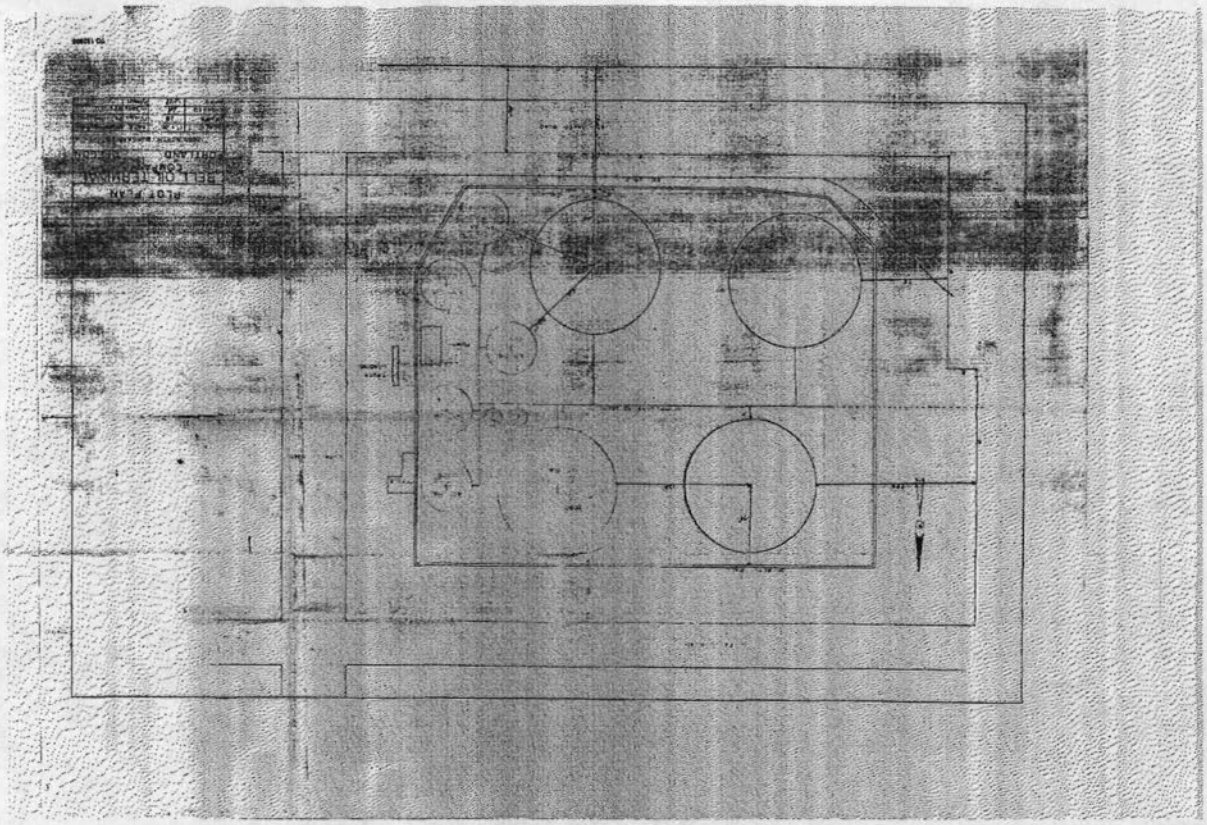

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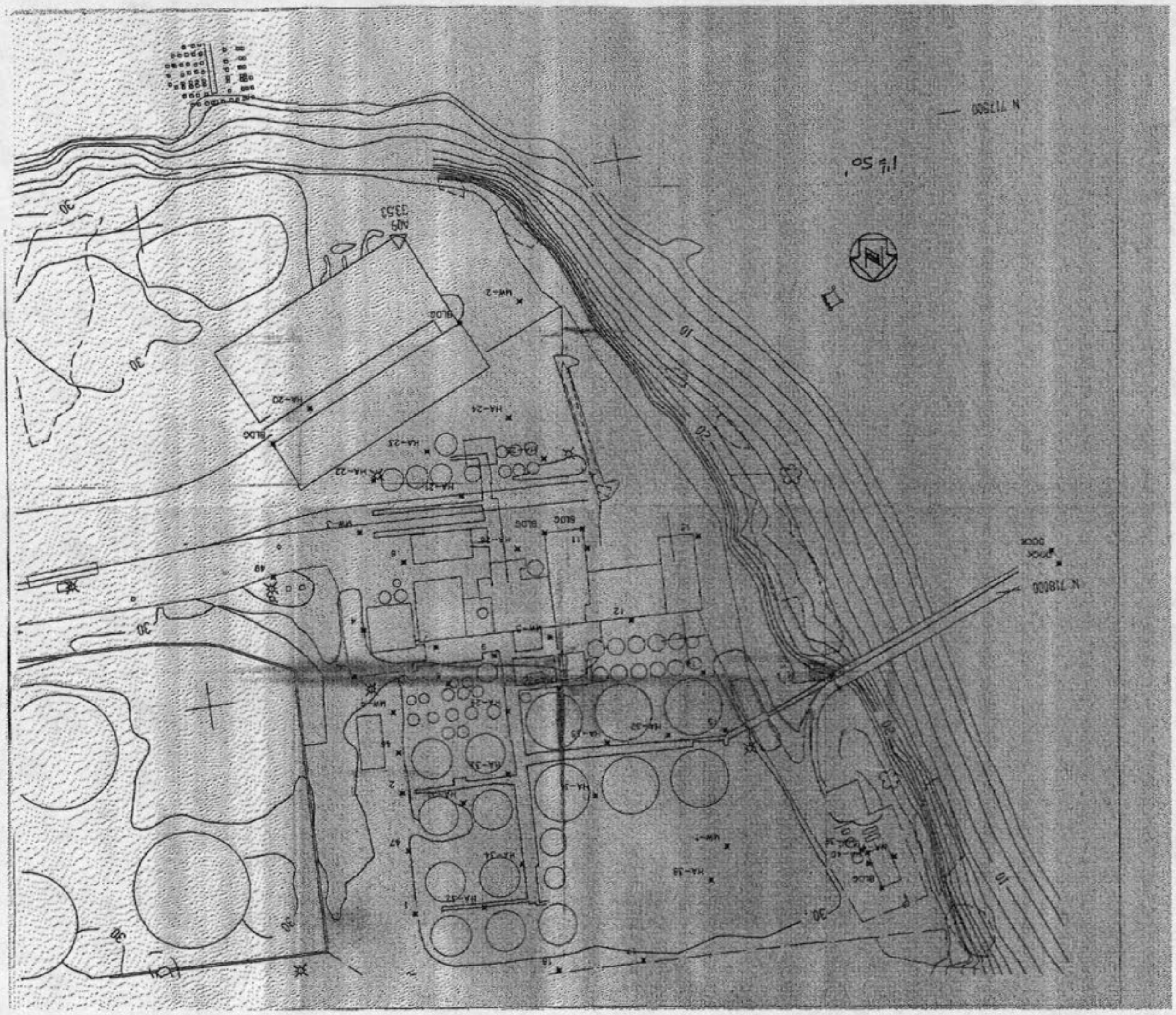

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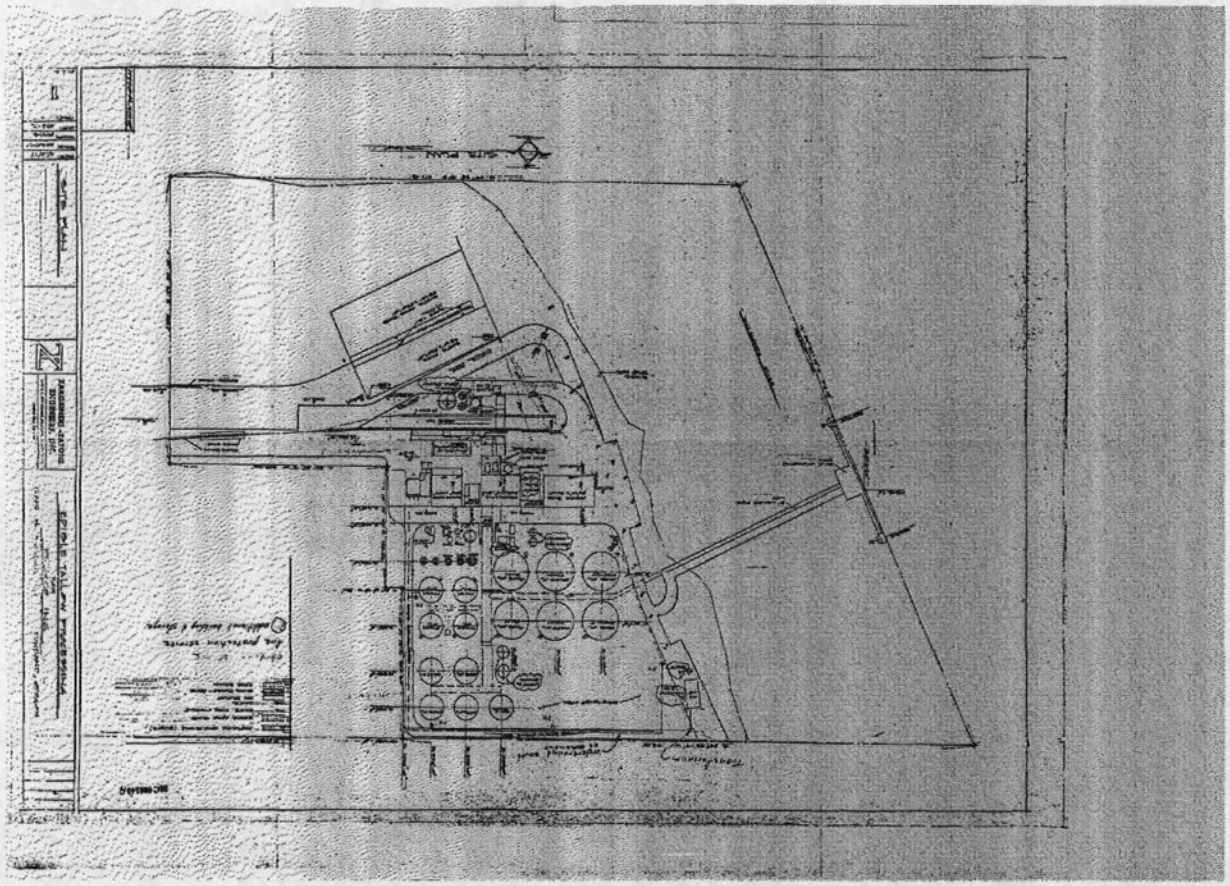
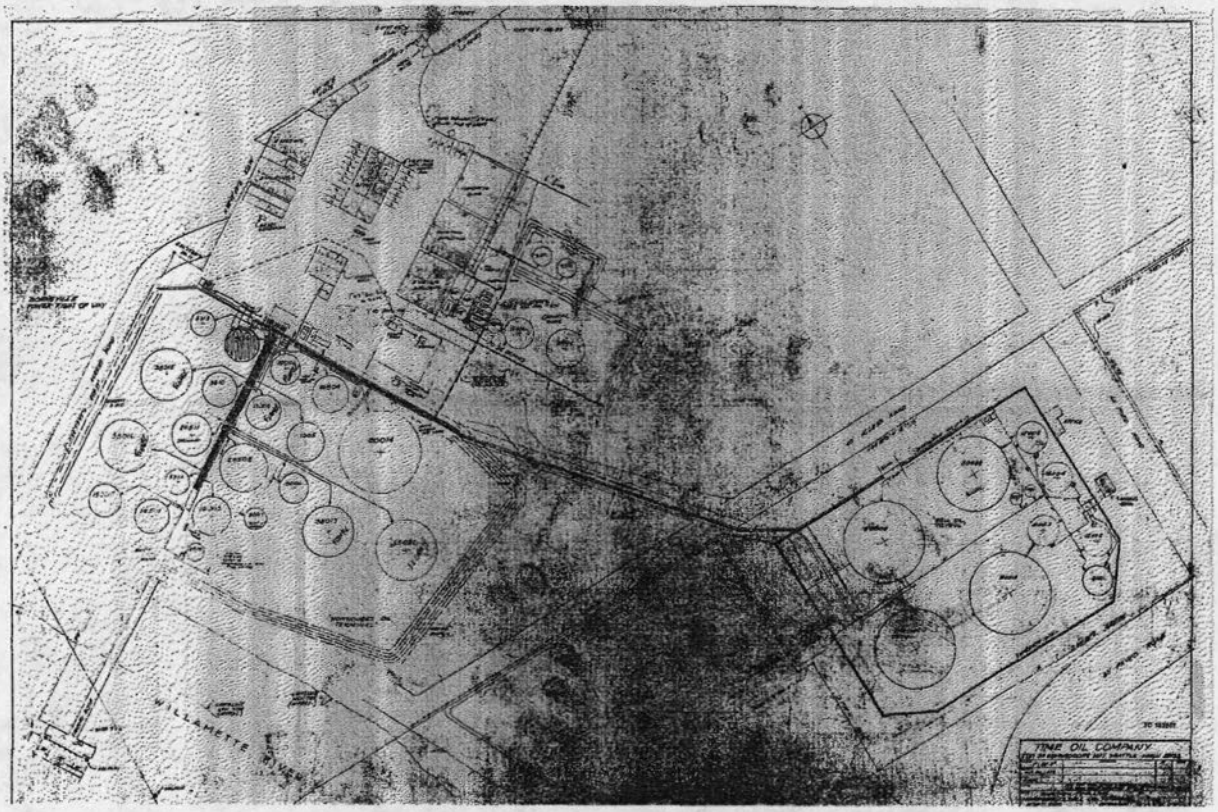


SCHN00315641



SCHN00315642

TO: Mr. K. Ishiguro
Mr. G. Bryant
Mr. E. Matsuyama
Mr. K. Sugimoto
Mr. A. Yoshihashi

October 29, 1984

cc: Mr. A. Nomura

FROM: R. DeLashmit

SUBJECT: Conversion of Diesel Storage to Process Storage

As we documented in our report during our previous meeting, our storage situtation is at times very critical. This is due to the much wider range of products now being processed. Our current project of installing two new hydro process storages and one finished hydro storage will help considerably.

We still have a need for a smaller storage for our finished palm stearine. We are marketing straight stearine and also need a constant inventory of finished stearine for use in blends.

Currently we have about 48,000 gallons of diesel fuel stored in our diesel storage. We have not been curtailed from using natural gas since the winter of 1975-76. With the current situation with natural gas in the Pacific Northwest we don't see any curtailment on natural gas in the foreseable future. We are carrying this 48,000 gallons of diesel fuel on our books at 44 cents per gallon.

We would propose to either sell this fuel or place it with a supplier Recallable on demand. There are several options we could pursue including placing it with Rollins for use in our trucks. We don't feel we need this much diesel on hand as a stand-by fuel and would be comfortable with a smaller inventory.

We would like to install a 12,000 gallon new storage for our diesel fuel and convert the larger existing storage into a finished oil storage for stearine. This would give us a storage capacity of almost 400,000 pounds for finished stearine or other special blends.

Due to the close proximity of several suppliers of diesel fuel we can schedule truck load deliveries in a matter of a few hours. The 12,000 gallons would run our boiler for about 2.5 days. We would have a days supply when the storage was low enough to accept another truck load. We would install this new diesel storage near our new skim basin storage adjacent to the driveway so piping for loading into the storage and usage from the storage would be minimal.

DWT-008979

[D]

SCHN00315643

We have estimated the costs for this project as follows:

A. - Conversion of existing diesel storage to finished oil.

(1)	Cleaning	$ 2,000
(2)	Sandblasting	2,000
(3)	Piping	7,500
(4)	Insulation	8,000
(5)	Agitator	6,000
(6)	Pump	3,000
(7)	Filter	2,000
(8)	Electrical	2,500
	Sub-total	$ 33,000

B. - Construction of new 12,000 gallon diesel storage.

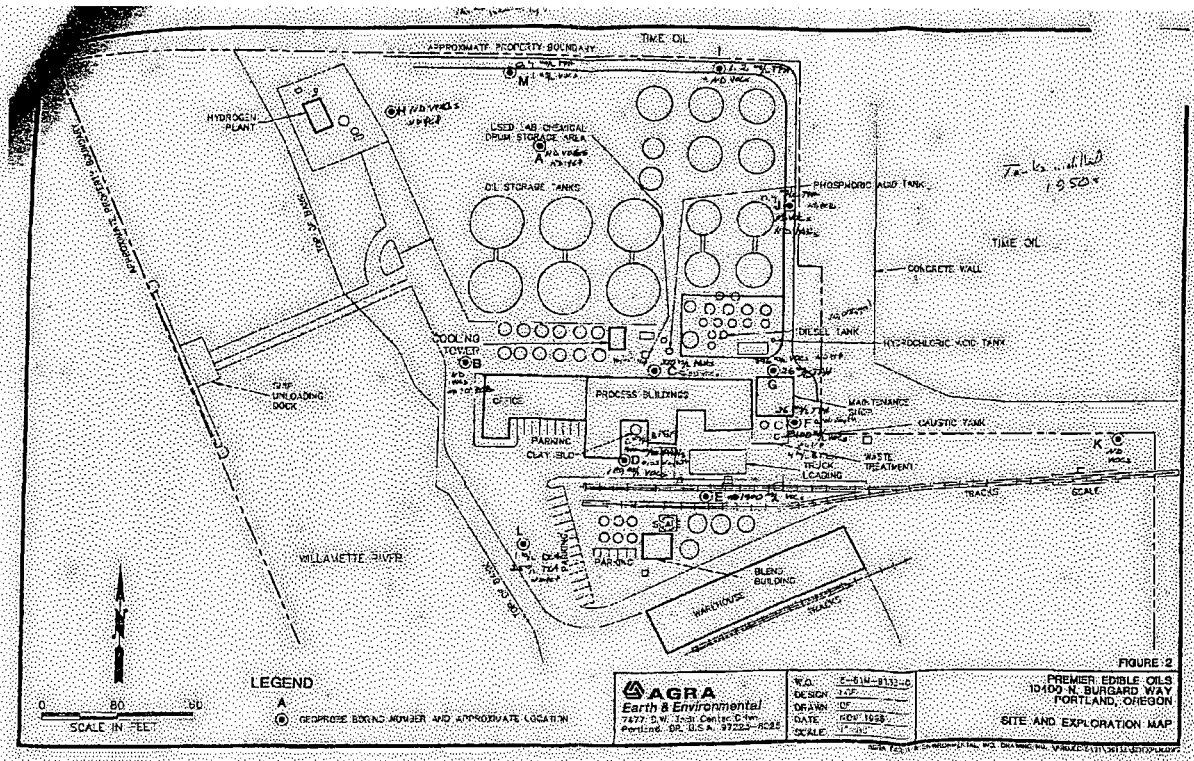
(1)	Storage	$ 11,500
(2)	Foundation	1,500
(3)	Piping	2,500
	Sub-total	$ 15,500
	Total	$48,500
	10% Contingency	4,850
	Grand Total	$53,350

We feel this estimate is realistic and respectfully request authorization to proceed with this project.

RWD/clh

DWT-008980

SCHN00315644



SCHN00315645

TO: NETWORK ONE (FAX 721-2690) (PHONE 721-2680)

FROM: CITY OF PORTLAND - RECORD CENTER
Ph: 823-7660
Fax: 823-7994

PLEASE FAX A COPY OF THE FOLLOWING PERMIT(S) FRONT AND BACK:

12005 N. Burgard 38 A1
10400 N. Burgard Way
(Only ptmb. cards before 1985 - Thanks)

THANKS!

Susan

Bill Cobb
973-6068
9043 SW 5th

Form W-89
(4-74)

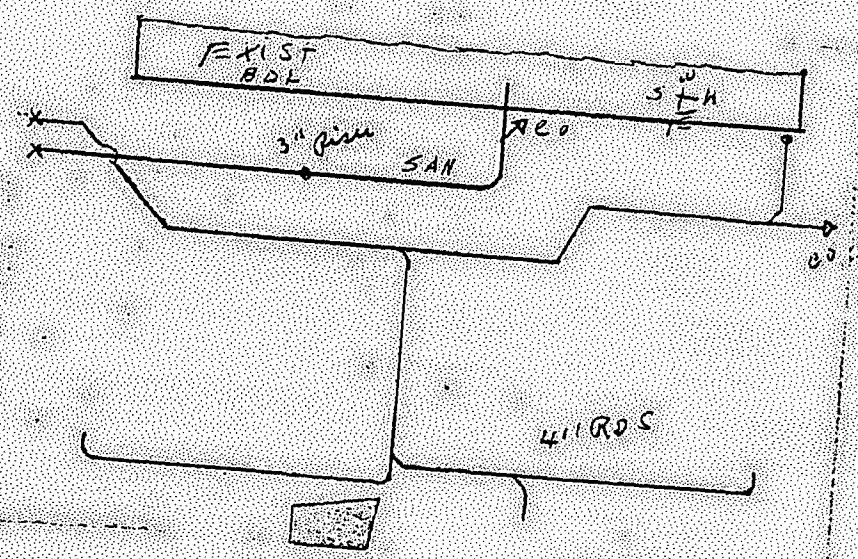
BUREAU OF BUILDINGS
REPORT PLUMBING INSPECTION

Address 12005 N. Burguard--Palmco, Inc. Date
Lot Blk Add Permit
Owner PALMO Inc.
Contractor Dean Warren
Stories and class of building

Water Closets	Hot-Water Tank	Cesspool
Bath, Shower	Auto. Cl. Washer	Conn. Cesspool
Bath Tub	Auto. Dishwasher	Dry Well
Basins	Drain Floor	Conn. Drywell
Sinks	Drain Area	Conn. Sewer
Laundry Trays	Rain Drains	Storm Sewer
Bldg. Pmt.	Water Ser.	Catch-Basins

Remarks Out side City

Date of First Inspection 10-22-75 Date of Final Inspection 10-22-75
Inspector Inspector



SCHN00315647

FORM W-88 (4-68)

BUREAU OF BUILDINGS [redacted]
REPORT OF PLUMBING INSP[redacted]

Address 12005 N. Burgard Terminal 4-International Terminals Date 3-20-73

Lot Blk Add Permit 183115

Owner Don Rasmussen prefabed at 12005 N. Burgard

Contractor Crouchley Plumbing ENTER

Stories and class of building 2 new classrm

Water Closets 2 Hot-Water Tank 1 Cesspool

Bath, Shower Auto. Clothes Washer Septic Tank

Bath Tub 2 Auto. Dishwasher Dry Well

Basins Drain Floor Water Service

Sinks Drain Area Connect to Sewer

Laundry Trays Rain Drains Cesspool, Septic Tank

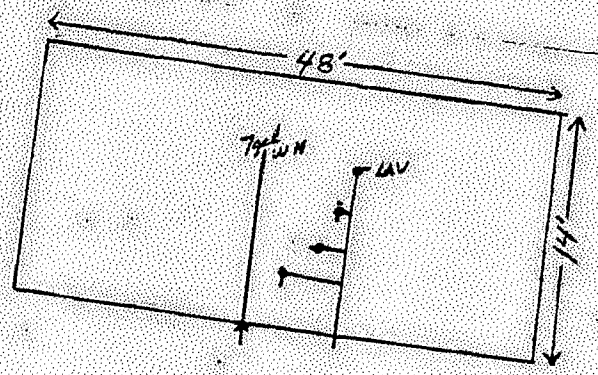
Water Permit Bldg. Pmt. Sewer Permit

Remarks This pre-fab bldg move into Washington.

Date of First Inspection 3-5-73 Date of Final Inspection 3-21-73

Kenneth Hauger Inspector Kenneth Hauger Inspector

All Waste + Vents 3"-2"-1½" Copper
All Water pipe Copper
50 LBS test on Water, Waste + Vents.



SCHN00315648

[redacted]

Address 12005 N. Burgard Rd. Permit 0203693

Lot _____ Blk _____ Add _____

Owner Time Oil Co., Same

Contractor A. J. Zinda Co.

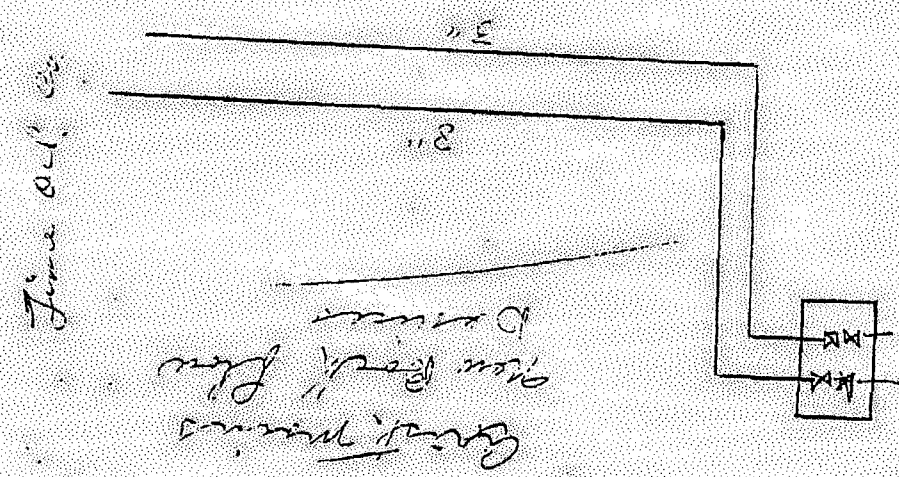
Stories and class of building _____

Water Closets _____	Hot-Water Tank _____	Cesspool _____
Bath, Shower _____	Auto. Cl. Washer _____	Conn. Cesspool _____
Bath Tub _____	Auto. Dishwasher _____	Dry Well _____
Basins _____	Drain Floor _____	Conn. Drywell _____
Sinks _____	Drain Area _____	Conn. Sewer _____
Laundry Trays _____	Rain Drains _____	Storm Sewer _____
Bldg. Pmt. _____	Water Ser. _____	Catch-Basins _____

Remarks 1N 8" dbl. ck.; 1N 3" RP device

Date of First Inspection _____ Date of Final Inspection 1-14-77

_____ Inspector _____ Inspector



SCHN00315649

REPORT OF PLUMBING INSPECTION

Address 12005 N. Burgard Permit 0223177

Lot _____ Blk _____ Add _____

Owner Schnitzer Inv/

Contractor Dean Warren Plumbing

Stories and class of building New 1 story Warehouse office

Water Closets 13N Hot-Water Tank 5N Cesspool _____

Bath, Shower 5N Auto. Cl. Washer _____ Conn. Cesspool _____

Bath Tub _____ Auto. Dishwasher _____ Dry Well _____

Basins 11N Drain Floor 8N Conn. Drywell _____

Sinks 3N Drain Area _____ Conn. Sewer 10' 1N

Laundry Trays _____ Rain Drains Fountains 5N Storm Sewer _____

Bldg. Pmt. _____ Water Ser. Urinals 6N Catch-Basins _____

Remarks Storm & Sanitary was permitted & completed thru Multnomah County Permit #35314

Date of First Inspection _____ Date of Final Inspection _____

_____ Inspector _____ Inspector

REPORT OF PLUMBING INSPECTION

Address 12005 N. Burgard Rd. Permit 0221305

Lot _____ Blk _____ Add _____

Owner Palmco C. O.

Contractor DeTemple Co.

Stories and class of building new 1-story office

Water Closets _____ Hot-Water Tank _____ Cesspool _____

Bath, Shower _____ Auto. Cl. Washer _____ Conn. Cesspool _____

Bath Tub _____ Auto. Dishwasher _____ Dry Well _____

Basins _____ Drain Floor _____ Conn. Drywell _____

Sinks _____ Drain Area _____ Conn. Sewer _____

Laundry Trays _____ Rain Drains _____ Storm Sewer _____

Bldg. Pmt. _____ Water Ser. _____ Catch-Basins _____

Remarks Future 4" stub in

Date of First Inspection _____ Date of Final Inspection 12-17-79

_____ Inspector Charlie Rynaldi Inspector

SCHN00315650

BUREAU OF BUILDINGS
REPORT OF PLUMBING INSPECTION

Address 12005 N. Burgard
Lot _____ Blk _____ Add _____ Permit 0226929
Owner Mero Steel
Contractor Dean WarrenPlbg
Stories and class of building _____
Water Closets _____ Hot-Water Tank _____ Cesspool _____
Bath, Shower _____ Auto. Cl. Washer _____ Conn. Cesspool _____
Bath Tub _____ Auto. Dishwasher _____ Dry Well _____
Basins _____ Drain Floor _____ Conn. Drywell _____
Sinks 1N Drain Area _____ Conn. Sewer _____
Laundry Trays _____ Rain Drains _____ Storm Sewer _____
Bldg. Pmt. _____ Water Ser. 1½"N Catch-Basins _____
Remarks Oil separator 1N; bradley 1N; add to permit 022317 & 0225876
Date of First Inspection _____ Date of Final Inspection 12-18-80
Inspector Charlie Copeland Inspector

BUREAU OF BUILDINGS
REPORT OF PLUMBING INSPECTION

Address 12005 N. Burgard
Lot _____ Blk _____ Add _____ Permit 0225876
Owner Metra Steel
Contractor Dean Warren Plbg. 3111 SE 13th
Stories and class of building New 1 Truck Wash
Water Closets _____ Hot-Water Tank _____ Cesspool _____
Bath, Shower _____ Auto. Cl. Washer _____ Conn. Cesspool _____
Bath Tub _____ Auto. Dishwasher _____ Dry Well _____
Basins _____ Drain Floor _____ Conn. Drywell _____
Sinks _____ Drain Area _____ Conn. Sewer _____
Laundry Trays _____ Rain Drains _____ Storm Sewer _____
Bldg. Pmt. _____ Water Ser. 2" 1N Catch-Basins _____
Remarks Water Storage tank 1N-2" water supply to truck wash NOTE - Over
Date of First Inspection _____ Date of Final Inspection 10-20-80
Inspector Charlie Copeland Inspector

SCHN00315651

[redacted]

Address 12005 N. Burgard

Lot _____ Blk _____ Add _____ Permit 57980

Owner Palmco, Inc

Contactor Ideal Plumbing

Stories and Class of Building one story plant

Water Closets _____ Hot Water Tank _____ Conn. Cesspool _____

Shower _____ Auto Cl. Washer _____ Seepage Trench _____

Bathtub _____ Auto Dishwasher _____ Dry Wells _____

Basins _____ Service Sinks _____ Conn. Sewer _____

Kitchen Sink _____ Urinals _____ Conn. Storm _____

Disposal _____ Fountains _____ Sewer Cap _____

Laundry Tray _____ Floor Drain _____ Catch basin 1M

Heat Pump _____ Area Drain _____ Heat Exchanger _____

Water Service _____ Rain Drains 2N _____ Solar Panel _____

Remarks _____

Date of First Inspection 3 Feb 86 _____ Date of Final Inspection 12 Jun 86

Inspector _____ Inspector

DATE	REMARKS
3 Feb 86	Underground OK No Sign Off Sheet M.E.D.
	Replace 50' X 8" concrete sanitary pipe w/ 8" no hub case iron pipe. Replace 50' X 12" concrete storm sewer pipe with 12" pVC Sch. 40 pipe
10 Feb 86	Partial Storm Sewer to Existing M.H. M.E.D.
	No Sign Off Sheet.
11 Feb 86	Groundwork Completed. 12" C.B. Set.
	6" RD to corner of building to be completed.
21 Mar 86	R.D's OK M.E.D.
12 Jun 86	Final M.E.D.

SCHN

SCHN00031

ADDRESS — 12005 N. Burgard Road 63774

BUREAU OF BUILDINGS Date 3/20/85

PLUMBING PERMIT AND PLUMBING INSPECTION APPROVED BY —

LOT — BLOCK — ADDITION ENVISION

OWNER — Container Corp ADDRESS —

PLBG. CONTR. — Harder Mechanical ADDRESS —

BLDG. — (OLD OR NEW) — ~~odl~~ old. HEIGHT IN STORIES — one OCCUPIED AS — warehouse

IMPORTANT — Plumbing shall be installed per Oregon State Plumbing Code as shown on Building Plans required by the Bureau of Buildings and shall comply with Plumbing Regulations Title 25.

Plbg. Contr. Supv — John Yeager Card No.

I have read Section 25.04.050 and I agree to install plumbing per Title 25.040.050.	Permit No. 63774	Permit Fee 96.00
		Surcharge 3.84
		Microfilm Fee 2.00
	Receipt No.	Plan Check 15.00
OWNER —	Cost of Installation 10,000	TOTAL 116.84

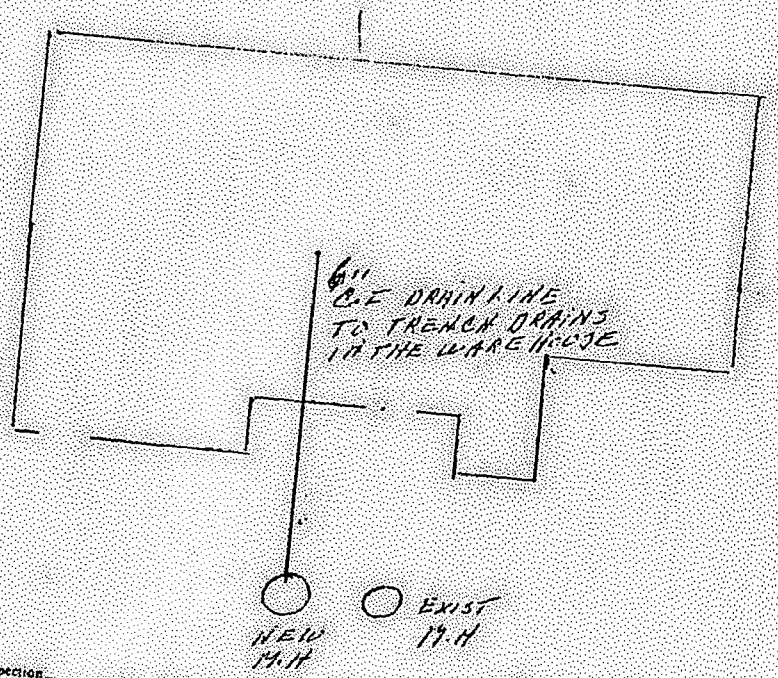
	NEW	MOVE	REPL.		NEW	MOVE	REPL.		NEW	MOVE	REPL.
Water Closet				Hot Water Tank				Cesspool Conn.			
Shower				Auto Cl. Washer				Seepage Trench	3		
Bathtub				Auto Dish Washer				Man-hole	1		
Basins				Service Sink				Sewer Conn.	1	20 X	6
Kitchen Sink				Urinals				Storm Conn.			
Disposal				Fountains				Sewer Cap			
Laundry Tray				Floor Drain	3			Catch Basin			
Heat Pump				Area Drain				Heat Exchgr			
Water Service				Rain Drain				Solar Panel			

DATE	REMARKS
	Install 3 trench drains & 10' of 6" sewer to new manhole.
4-22-85	- GRND WORK ON 6" C.I. LINE OK. 4" LINE - 2" LINE UNDER SLAB. TEST OK. COV/W/OUT INSP. [illegible]

CSD-83/20

SCHN00315654

N →



Date of First Inspection _____ Date of Final Inspection 9-22-86

Inspector _____ Inspector G.F. Miller

DATE	REMARKS
4-15-85	M.H AND SEWER OK. CUTSINE. G.R.

SCHN00315655

REPORT OF PLUMBING INSPECTION

Address 12005 N. Burgard Permit 180326

Lot _____ Blk _____ Add _____

Owner J L Arndt

Contactor Wolcott Plbg

Stories and Class of Building Palmes Inc

Water Closets	Hot Water Tank	Conn. Cesspool
Shower	Auto Cl. Washer	Seepage Trench
Bathtub	Auto Dishwasher	Dry Wells
Basins	Service Sinks	Conn. Sewer
Kitchen Sink	Urinals	Conn. Storm
Disposal	Fountains	Sewer Cap
Laundry Tray	Floor Drain	Catch basin
Heat Pump	Area Drain	Heat Exchanger
Water Service IN 160' 55	Rain Drains	Solar Panel

Remarks _____

Date of First Inspection _____ Date of Final Inspection _____

_____ Inspector _____ Inspector

REPORT OF PLUMBING INSPECTION

Address 12005 N. Burgard Permit 84817

Lot _____ Blk _____ Add _____

Owner Palmco

Contactor Ideal Plumbing

Stories and Class of Building Plant

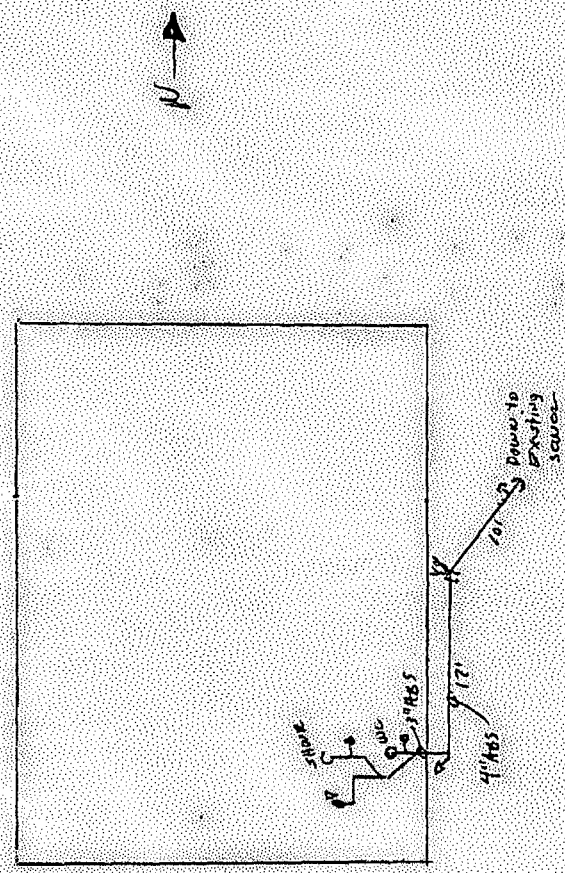
Water Closets	Hot Water Tank	Conn. Cesspool
Shower	Auto Cl. Washer	Seepage Trench
Bathtub	Auto Dishwasher	Dry Wells
Basins	Service Sinks	Conn. Sewer
Kitchen Sink	Urinals	Conn. Storm
Disposal	Fountains	Sewer Cap
Laundry Tray	Floor Drain	Catch basin
Heat Pump	Area Drain	Heat Exchanger
Water Service	Rain Drains	Solar Panel

Remarks Code corrections $34.

Date of First Inspection _____ Date of Final Inspection _____

_____ Inspector _____ Inspector

SCHN00315656



[redacted]

Address 12005 N Burgard Permit 1732251

Lot _____ Blk _____ Add _____

Owner Time Oil

Contactor Wesco Plbg Serv

Stories and Class of Building Commercial

Water Closets 1N	Hot Water Tank	Conn. Cesspool
Shower 1N	Auto Cl. Washer	Seepage Trench
Bathtub	Auto Dishwasher	Dry Wells
Basins 1N	Service Sinks	Conn. Sewer 1N $32
Kitchen Sink	Urinals	Conn. Storm
Disposal	Fountains	Sewer Cap
Laundry Tray	Floor Drain	Catch basin
Heat Pump	Area Drain	Heat Exchanger
Water Service	Rain Drains	Solar Panel

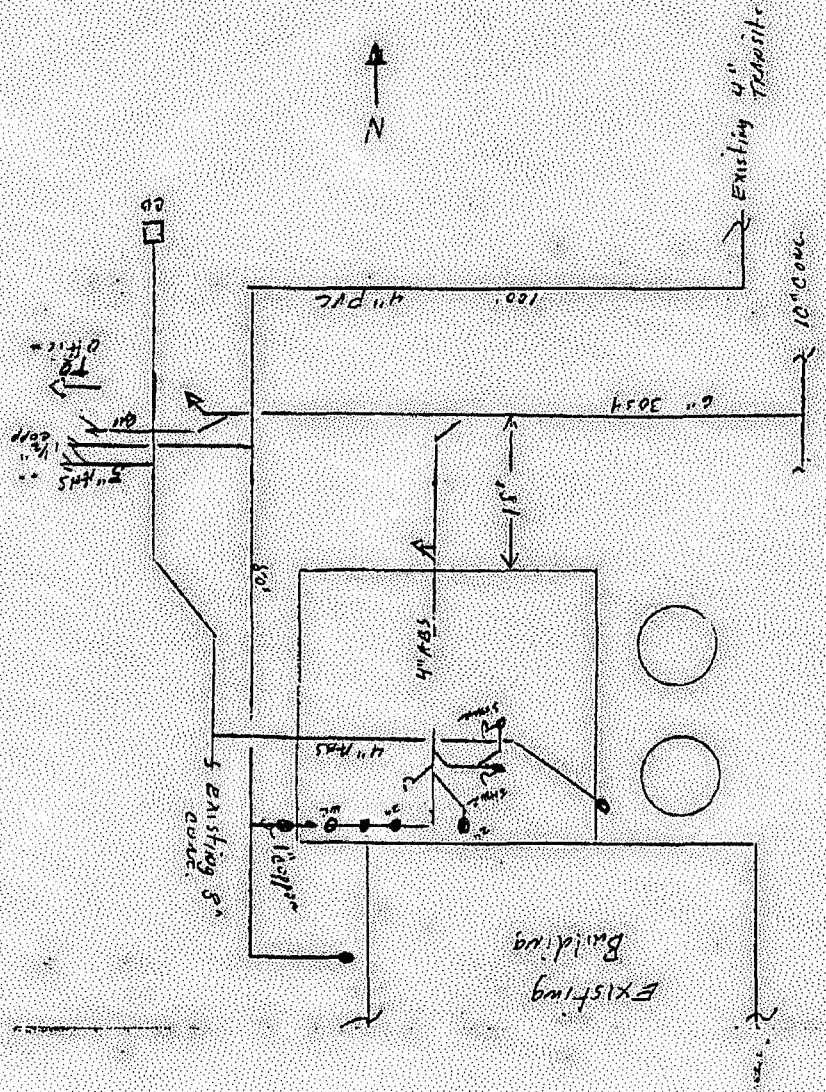
Remarks

Date of First Inspection 8-24-87 Date of Final Inspection 9-28-88

Inspector [signature] Inspector [signature]

DATE	REMARKS
9-1-87	Sewer Conn. RJM

SCHN00315657



[redacted]

Address 12005 N. Burgard Permit 84815

Lot ____ Blk ____ Add ____

Owner Palmco

Contactor Ideal Plumbing Co. 8439 SE Foster Rd.

Stories and Class of Building Shop

Water Closets	2	Hot Water Tank	1	Conn. Cesspool	
Shower	2	Auto Cl. Washer		Seepage Trench	
Bathtub		Auto Dishwasher		Dry Wells	
Basins	1	Service Sinks		Conn. Sewer	200' $55.00
Kitchen Sink		Urinals	1	Conn. Storm	100' $30
Disposal		Fountains	1	Sewer Cap	
Laundry Tray		Floor Drain		Catch basin	
Heat Pump		Area Drain		Heat Exchanger	
Water Service	100' $30	Rain Drains		Solar Panel	

Remarks

Date of First Inspection 4-14-87 Date of Final Inspection 5-12-87

B. Mueller Inspector B. Mueller Inspector

DATE	REMARKS	
	9 Fixtures $81 Rough in & set fixtures in	
	new shop for Palmco	
1-12-87	underground	BM
1-20-87	San. Sewer & CB	BM
2-12-87	under ground for office building	"

SCHN00315658

[redacted]

Date 6-22-88

Address 12005 N Burgard Permit 183638

Owner Schnitzer Steel

Contractor Scott Anderson

Stories and Class of Building Commercial

Water Closets	Hot Water Tank	Conn. Cesspool
Shower	Auto Cl. Washer	Seepage Trench
Bathtub	Auto Dishwasher	Dry Wells
Basins	Service Sinks	Conn. Sewer 200' $59
Kitchen Sink	Urinals	Conn. Storm
Disposal	Fountains	Sewer Cap
Laundry Tray	Floor Drain	Catch Basin
Heat Pump	Area Drain	Heat Exchanger
Water Service 200' $59	Rain Drains	Solar Panel

Remarks 9 fixtures $90

Date of Cover Inspection _____ Date of Final Inspection 3-15-90

_____ Inspector [signature] Inspector

DATE	REMARKS
6-23-88	undenslab [signature]
7-18-88	Signed San Sewer + Water Service
7-27-88	Signed Topout [signature]

[redacted]

REPORT OF PLUMBING INSPECTION

Date 5/02/89

Address 12005 N Burgard Rd Permit 191979

Owner Schnitzer Investment

Contractor Scott Anderson Plbg

Stories and Class of Building Comm

Water Closets	Hot Water Tank	Conn. Cesspool
Shower	Auto Cl. Washer	Seepage Trench
Bathtub	Auto Dishwasher	Dry Wells
Basins	Service Sinks	Conn. Sewer
Kitchen Sink	Urinals	Conn. Storm
Disposal	Fountains	Sewer Cap
Laundry Tray	Floor Drain	Catch Basin
Heat Pump	Area Drain	Heat Exchanger
Water Service	Rain Drains	Solar Panel

UNAPPROVED 9-2-88 [signature]

Remarks 6 fix. $72.

Date of Cover Inspection _____ Date of Final Inspection _____

_____ Inspector _____ Inspector

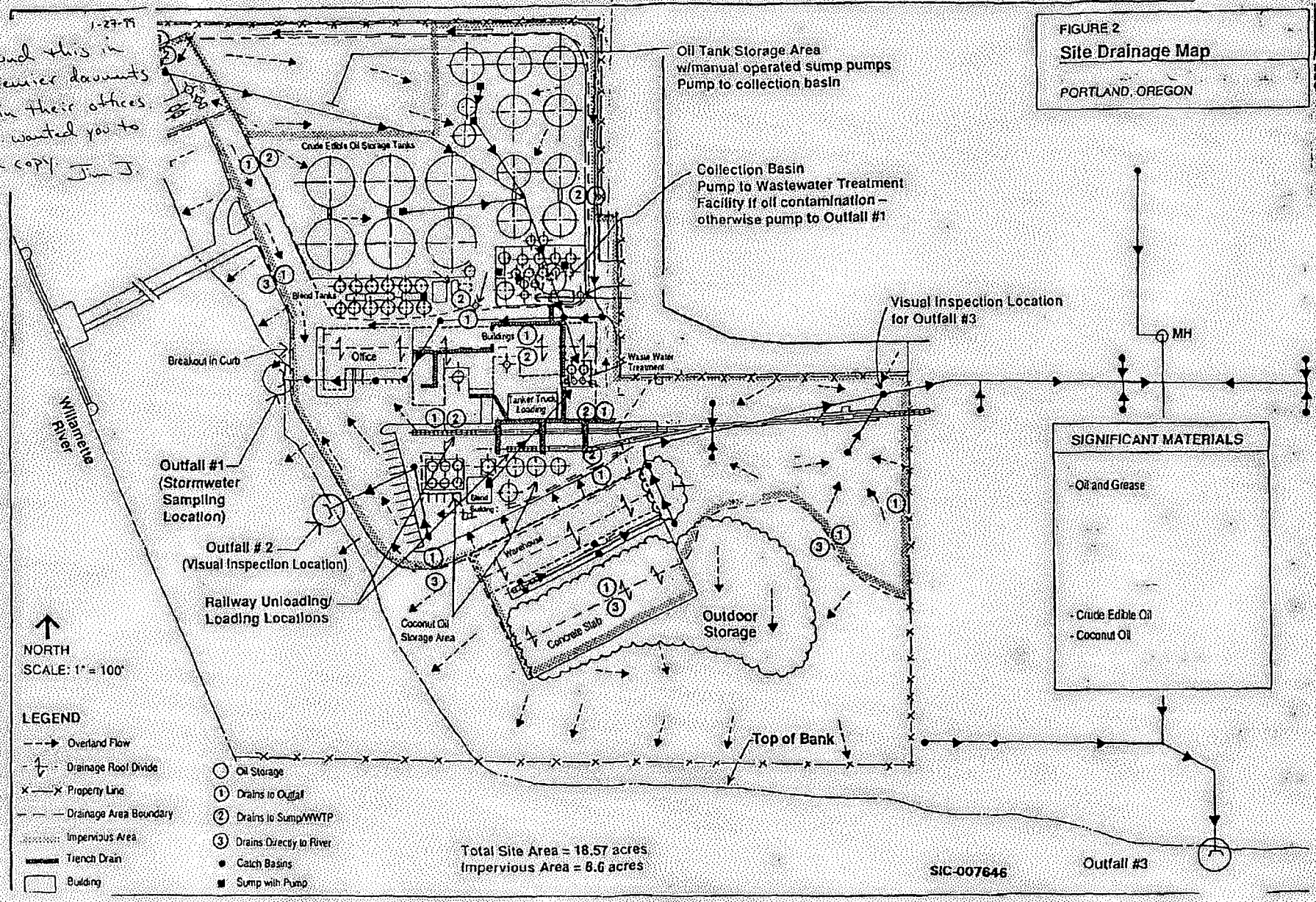
DATE	REMARKS
5-3-89	Signed Underground

SCHN00315659

1-29-99

I found this in the Premier documents found in their offices. Tom Z wanted you to have a copy! Jim J.

FIGURE 2
Site Drainage Map
PORTLAND, OREGON



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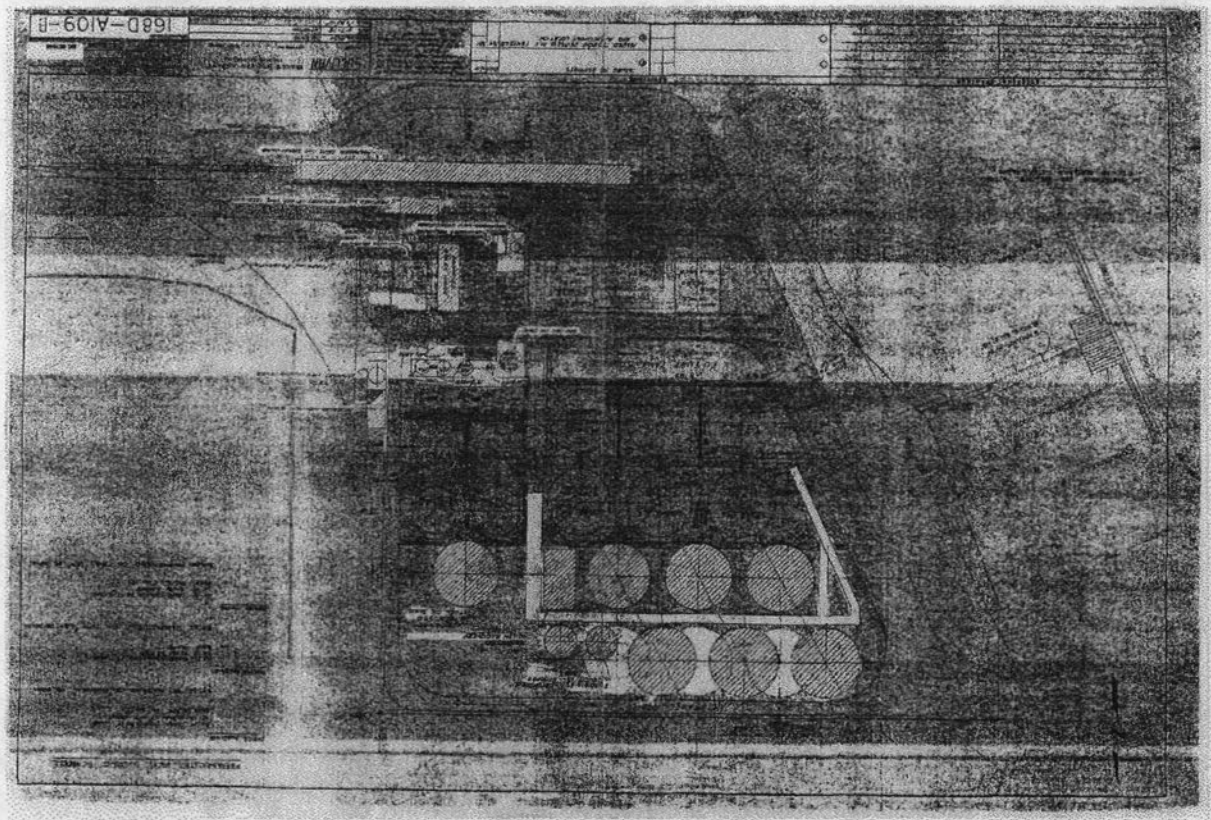

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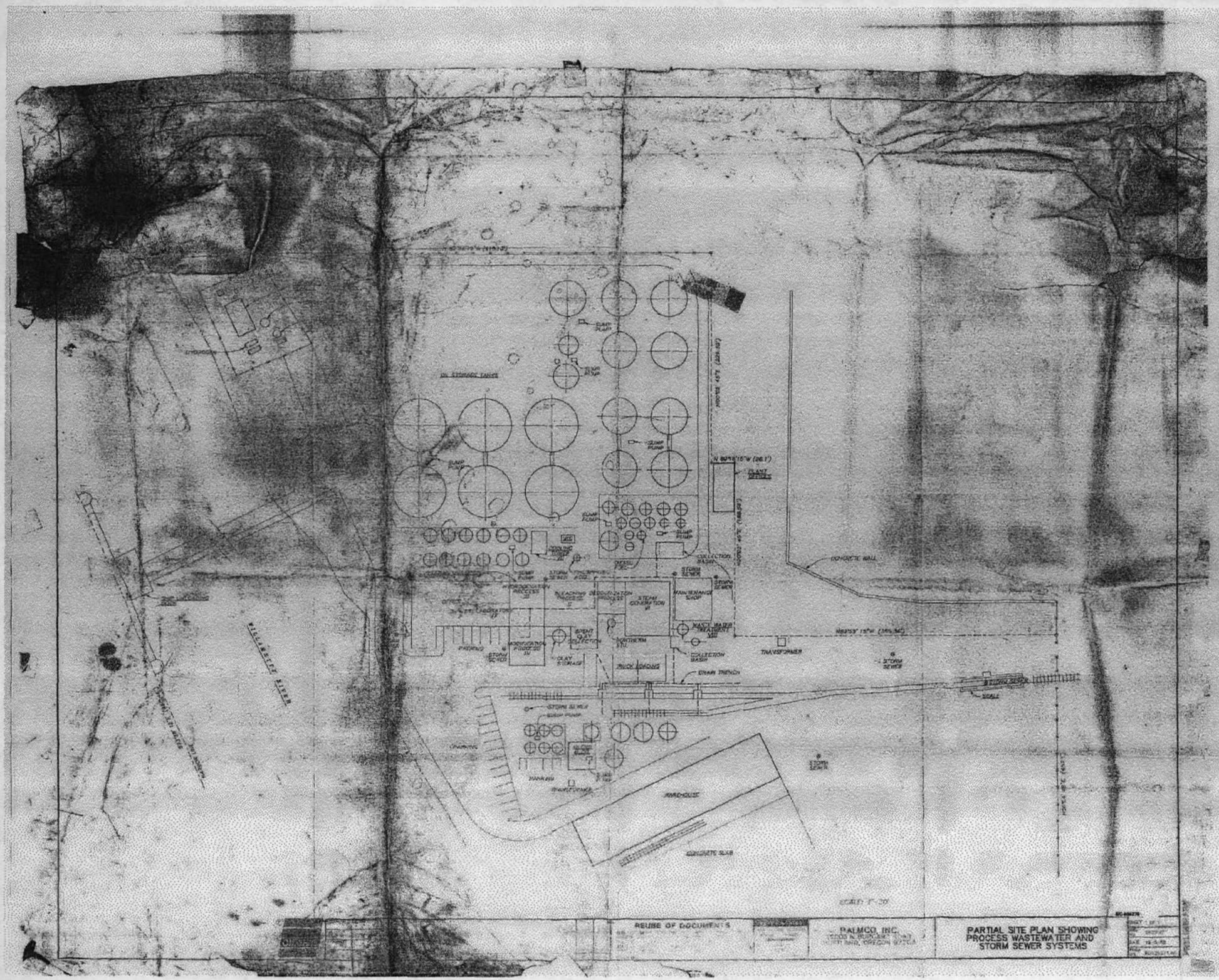
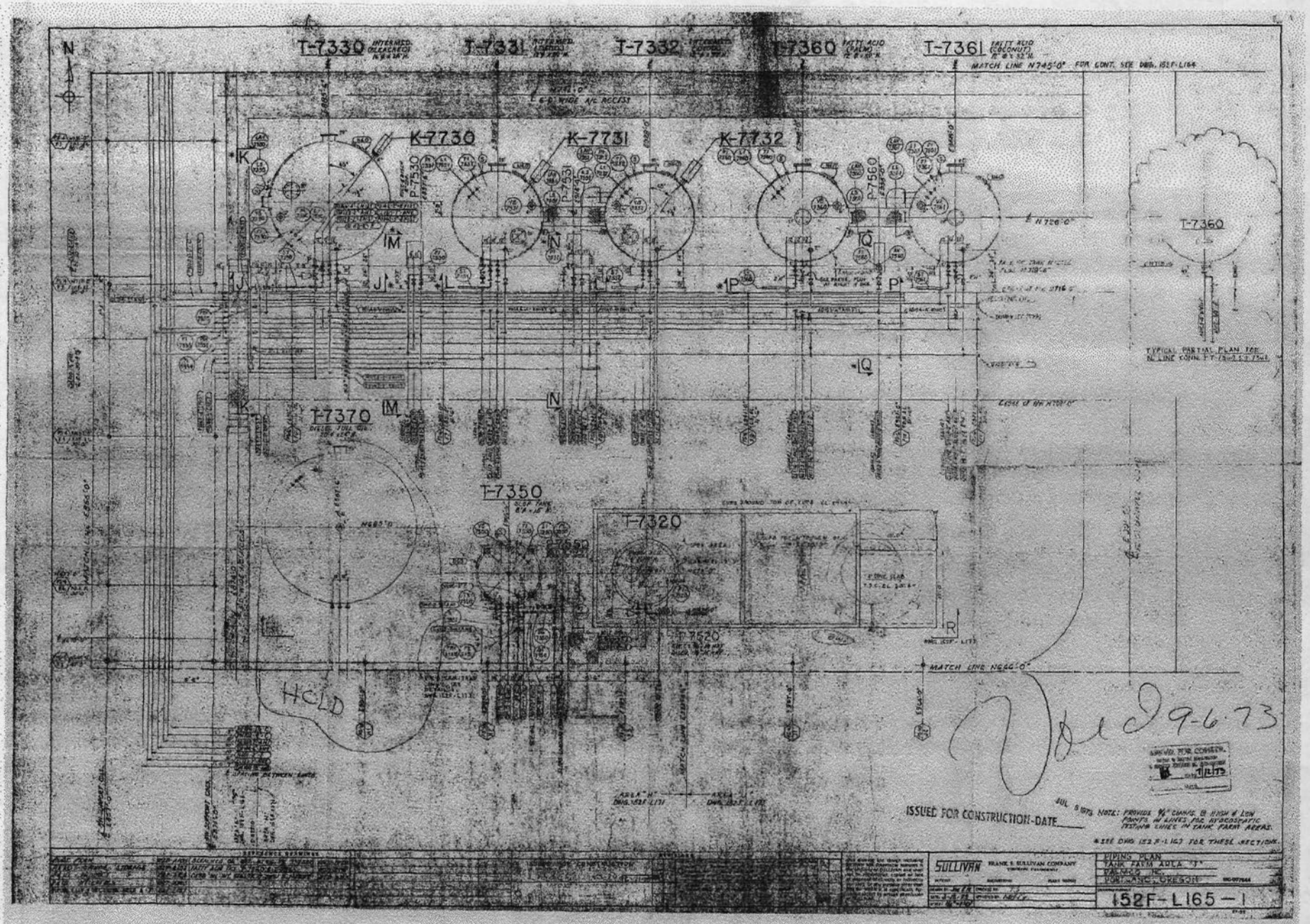


SCHN00315662

SCHN00315663



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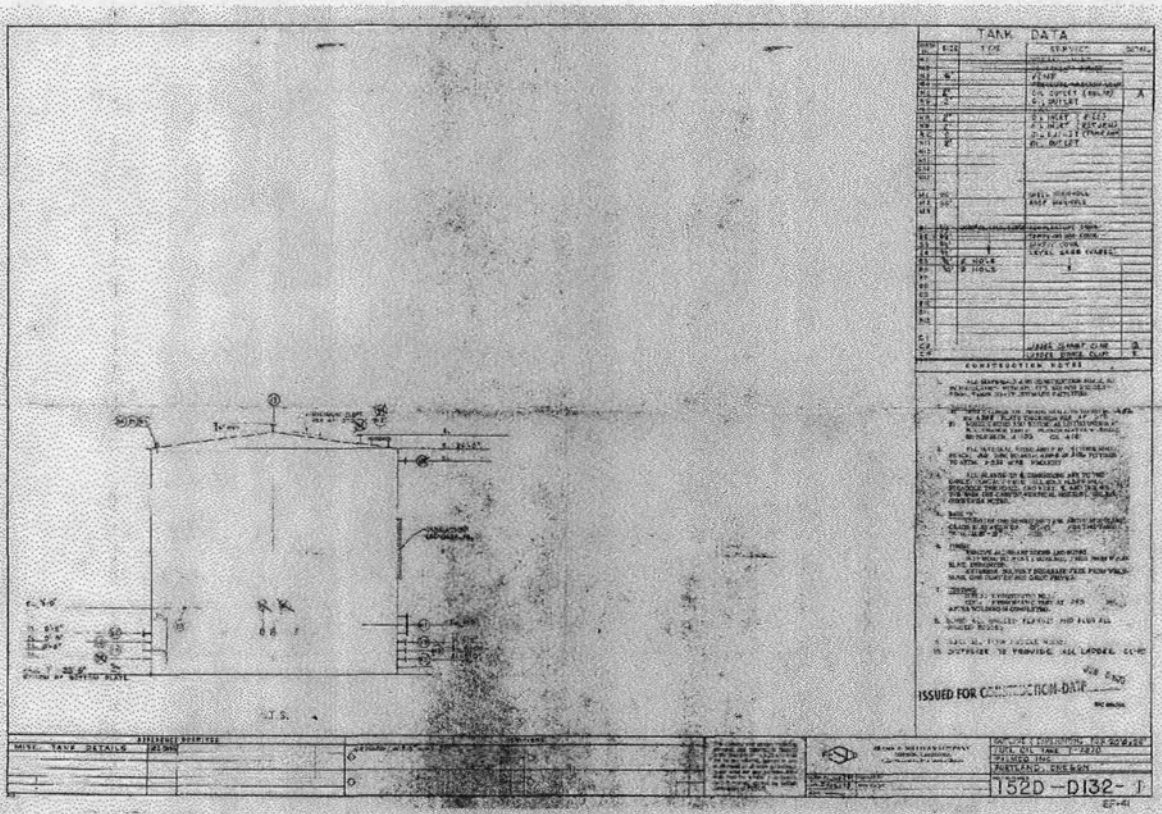

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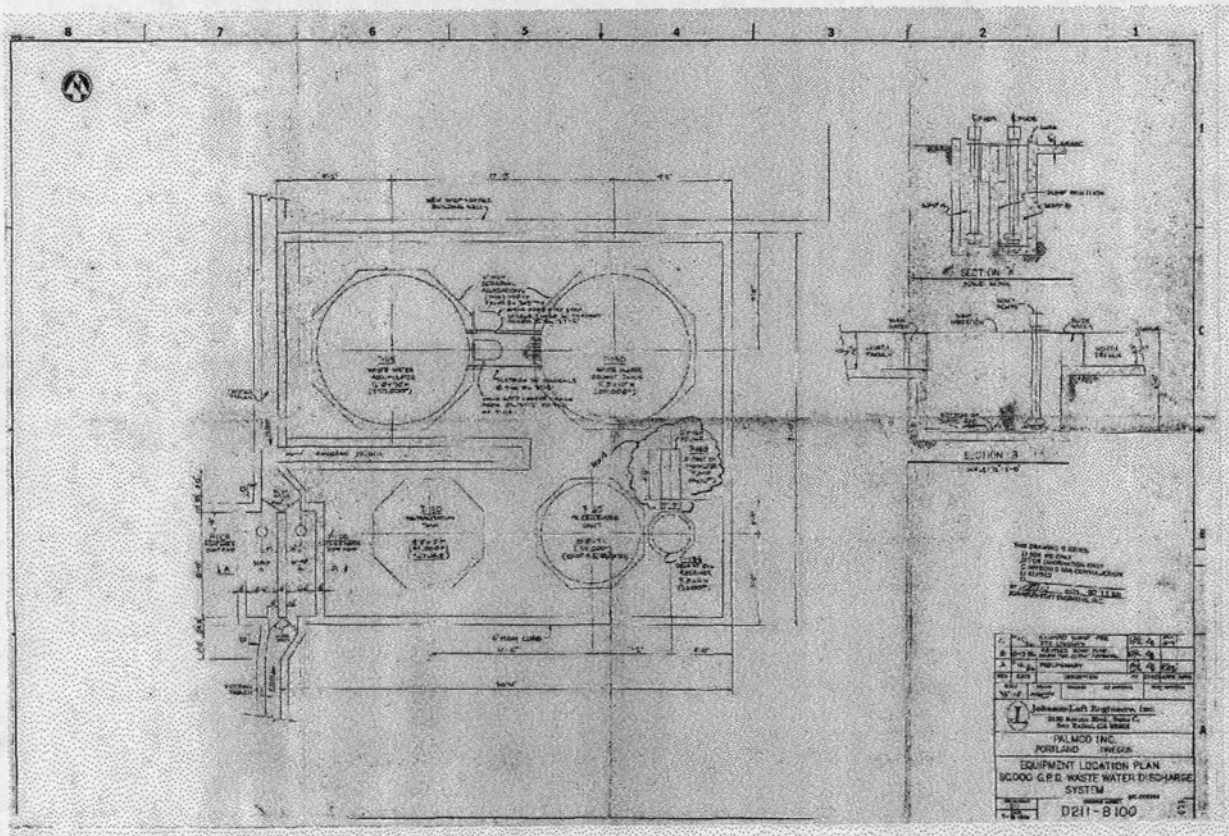
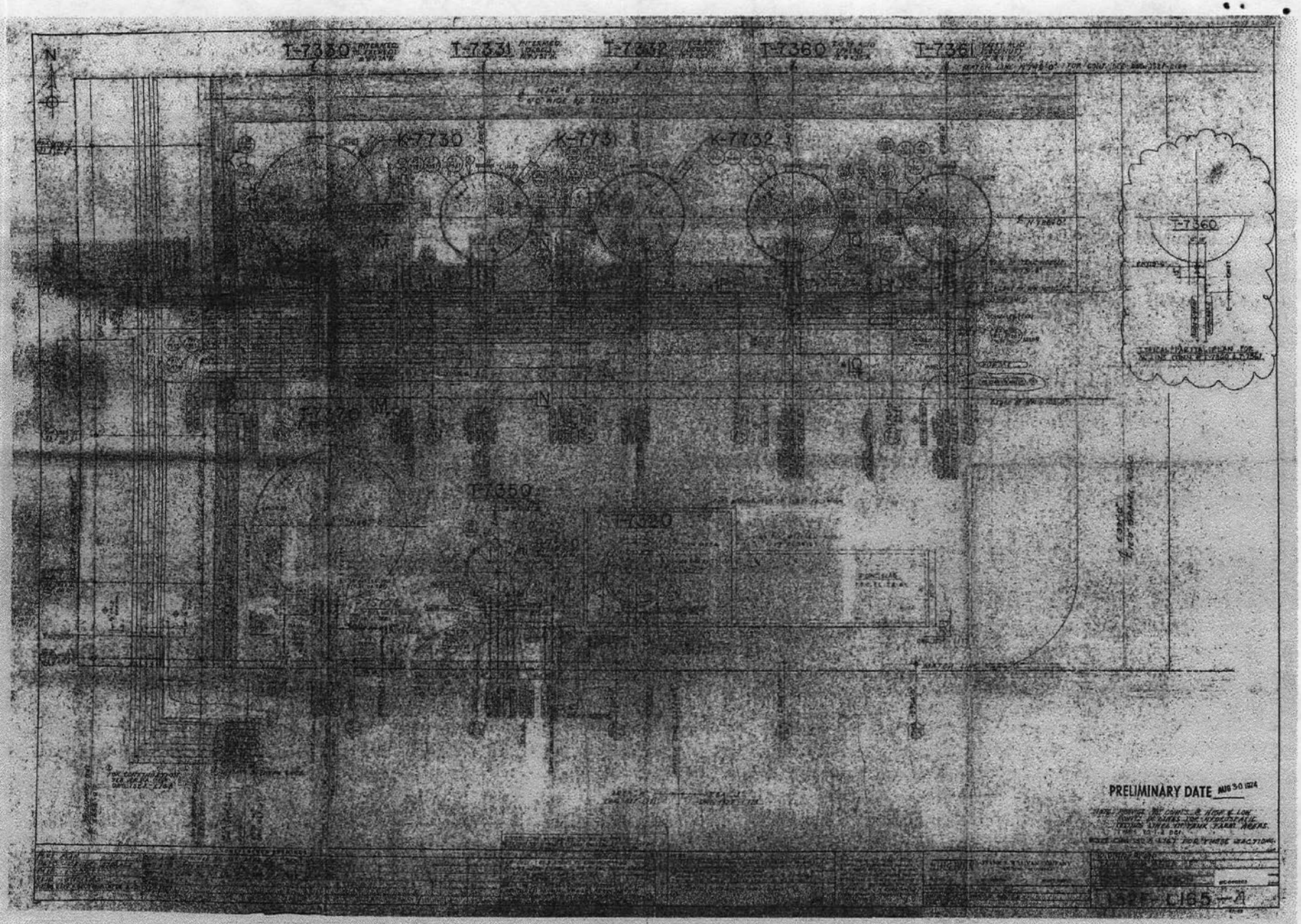


SCHN00315666



SCHN00315667

Effective 12/1/87

SCHNITZER STEEL PRODUCTS CO.

RECORD RETENTION POLICY

I. PURPOSE

To provide a consistent records retention policy with respect to:

1. Storage and disposal of documents, and
2. Retention periods

II. RESPONSIBILITY

The controller for each operating division is designated to carry out this policy.

III. RETAINED RECORDS

This policy applies to the original hard copy only. Duplicate copies should be destroyed. All corporate documents (those requiring a resolution of the Board of Directors) will be maintained by the Corporate Tax Manager or Corporate Legal Counsel as arranged between them in a supplemental agreement. Operating and noncorporate documents will be the responsibility of the operating divisions. As space allows operating division records can be stored in the corporate depositories.

IV. RETENTION PERIODS

The retention periods specified in this policy are generally the minimums required by law. These are not meant to prohibit longer retention periods in the event valid business reasons would require such longer periods. However, longer retention periods should only be adopted after full consideration of the potential legal complications and economic cost.

V. STORAGE AND LABELING OF DOCUMENTS

All retained records should be stored in "Banker Boxes" or file cabinets in areas secured as appropriate based upon the documents stored. Records should not be mixed with respect to type or length of storage (i.e., accounts payable records with two different destroy dates should be in separate boxes). All storage boxes should have the enclosed label attached.

741 3371 INFORM GRAPHICS INC. (503) 684-2631

RECORD RETENTION LABEL

COMPANY	BOX NUMBER
ENCLOSED RECORDS	
FROM	THROUGH
DATE FROM	DATE TO
ORIGINATING DEPARTMENT	
☐ PERMANENT ☐ DESTROY	DESTROY ON (DATE)
CONTACT BEFORE DESTROYING (NAME AND TITLE)	
SPECIAL INSTRUCTIONS	

SCHNITZER STEEL PRODUCTS CO

RECORD RETENTION SCHEDULE

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	MEDIA
ADMINISTRATIVE		
Company Forms In Use	As effective	Hard copy
Company Operating Instructions	As effective	Hard copy
Corporate planning and proposed acquisitions, including all reorganizations, liquidations, etc.	As effective	Hard copy
Government reports	10	Hard copy
Miscellaneous files	2, or as effective	Hard copy
Training manuals	As effective	Hard copy
BASIC CORPORATE RECORDS		
Active Corporation:		
Articles of Incorporation	Permanent	Hard copy
Board of directors, executive and finance committees - minutes	Permanent	Hard copy
By-laws	Permanent	Hard copy
Canceled stock certificate	7	Hard copy
Capital stock ledgers	Permanent	Hard copy
Certificates of Incorporation	Permanent	Hard copy
Other board created committees - minutes	7	Hard copy
Proxy cards	7	Hard copy
Proxy statements	Permanent	Hard copy
Qualifications and licenses to do business	Permanent	Hard copy

SCHN00316475

SCHNITZER STEEL PRODUCTS CO

RECORD RETENTION SCHEDULE

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	MEDIA
BASIC CORPORATE RECORDS (CONT.)		
Active Corporation:		
Securities, documents of issuance, listing, registration	Permanent	Hard copy
Stock transfer journals	Permanent	Hard copy
Stockholder lists	7	Hard copy
Stockholder minute books	Permanent	Hard copy
CONTRACTS		
Contracts for purchase or construction of capital assets	4, after disposition	Hard copy
Deeds, leases and documents evidencing ownership of property	During ownership and 4, after disposition	Hard copy
Employment and consulting agreements	10, after termination of employment	Hard copy
Government contracts	6, after final	Hard copy
Renegotiation reports	6, and until tax period	Hard copy
Research	4	Hard copy
Others	As effective	Hard copy
CORRESPONDENCE AND OFFICE MEMORANDA	2	Hard Copy

SCHN00316476

SCHNITZER STEEL PRODUCTS CO

RECORD RETENTION SCHEDULE

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	MEDIA
FINANCIAL AND ACCOUNTING (Including computer tapes - see Appendix A for IRS Record Retention Agreement for files required to be maintained.)		
Accounts Payable Voucher Packages (other than for Capital Assets)	7	Hard copy
Accounts Receivable	7	Hard copy
Annual Financial Statements	Permanent	Hard copy
Audit Working Papers	7	Hard copy
Bank Deposits	7	Hard copy
Budgets	2	Hard copy
Cancelled Checks	7	Hard copy
Capital Asset Vouchers	4, after disposition	Hard copy
Cash Disbursements Journal	7	Hard copy
Cash Receipts Journal	7	Hard copy
Employee Time Cards	7	Hard copy
Federal Income Tax Returns	Permanent	Hard copy
Federal Income Tax Returns - Working Papers	Permanent	Hard copy
Other Federal Filings (i.e., excise tax, fuel, information returns 1099, W-2)	7	Hard copy
General Ledger	Permanent	Hard copy
Inventory Reports (physical inventory and year end valuation)	7	Hard copy
Monthly Financial Statements	3	Hard copy

SCHN00316477

SCHNITZER STEEL PRODUCTS CO

RECORD RETENTION SCHEDULE

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	MEDIA
FINANCIAL AND ACCOUNTING (CONT.)		
Payroll Records	7	Hard copy
Property Tax Files	7	Hard copy
Purchase Orders	7	Hard copy
Scrap Scale Tickets	3	Hard copy
State Income Tax Returns - Working Papers	7	Hard copy
State Income Tax Returns and Files	Permanent	Hard copy
Other State Files (i.e., excise tax)	7	Hard copy
IMPLEMENTATION OF RECORD RETENTION SCHEDULE FOR FOREIGN PATENTING		
Case files and maintenance cards	Abandoned - 1 year from last dates for for revival; lapsed or expired 1 year from date thereof	Hard copy
Chronological Files	2 years from their date	Hard copy
County legislation, tariffs and general files	Clean up every other year for obsolete information	Hard copy
Foreign patent annual reports	30 years (dead storage)	Hard copy
Letters patent document	30 years from date of expiration	Hard copy
Serial number files	Clean up 1 year after filing - keep 25 years	Hard copy

SCHN00316478

SCHNITZER STEEL PRODUCTS CO

RECORD RETENTION SCHEDULE

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	MEDIA
LEGAL		
Litigation and claims	3, after final judgment or settlement of claim	Hard copy
MANUFACTURING		
Certification records	Permanent	Computer Tape/ Micro Fiche
Inspection records	5	Hard copy
Miscellaneous files	2, or as effective	Hard copy
Production reports	3	Hard copy
Tool control	2	Hard copy
Work orders	2	Hard copy
MARKETING AND OPERATIONS		
Advertising	2, after discontinuance	Hard copy
Customer files	2, or as effective	Hard copy
Marketing studies	2, or as effective	Hard copy
Miscellaneous files	2, or as effective	Hard copy
Price lists, quotations and bids	2, or as effective	Hard copy
OSHA RECORDS		
Records of individually monitored employee exposure to radiation	Permanently until further notice	Hard copy
Records of occupational injuries and illnesses, including annual summaries and supplemental record according to OSHA Form 101	5	Hard copy

SCHN00316479

CHNITZER STEEL PRODUCTS CC

RECORD RETENTION SCHEDULE

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	MEDIA
PATENTS		
Administrative, other	2, or as long as effective	Hard copy
Foreign patent records	1 year after final lapse, abandonment or expiration	Hard copy
Patent litigation	3, after final judgement or settlement, or 6 after patent in suit expires	Hard copy
Patent-type agreements	25, or 4 after termination or 6 after last expiration of patents licensed or assigned	Hard copy
Trademark matters	4, after abandoned	Hard copy
U.S. (Domestic) patent, records, evidence submitted outside ideas	25, or 6 after expiration of patent	Hard copy
PERSONNEL		
Applications for employment	1	Hard copy
Employee awards and prizes	1	Hard copy
Employee service files	10, after termination	Hard copy
Employee suggestions	2	Hard copy
Minutes and records of labor negotiations	10	Hard copy

SCHN00316480

SCHNITZER STEEL PRODUCTS CO

RECORD RETENTION SCHEDULE

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	MEDIA
Miscellaneous files	2, or as effective	Hard copy
Other collective bargaining files	3	Hard copy
Pension Plan Records:		
Participants	During life of employee plus 7	Hard copy
Non-Participants	2, after termination	Hard copy
Profit sharing plan records	10	Hard copy
Government Reports (i.e., Form 5500)	10	Hard copy
Union grievances	3, after settlement of claim	Hard copy
PREDECESSOR CORPORATIONS: (Acquired or subsidiary corporations)		
Articles of incorporation, certificates of incorporation, by-laws, bound volumes of documentation of purchase, merger reorganization, or dissolution	Permanent	Hard copy
Stockholder minutes, board minutes of board-created committees, qualifications and licenses to do business, stock transfer journals, capital stock ledgers, securities, documents of issuance, listing registration, stockholders' lists, canceled stock certificates	7, if 100% acquired otherwise treat as above	Hard copy
Supporting papers regarding purchase, merger, reorganization or dissolution (except contracts, leases, deeds, abstracts or title, title insurance)	7, after consumation expiration or cancellation, and until tax period has been closed	Hard copy

SCHNITZER STEEL PRODUCTS

RECORD RETENTION SCHEDULE

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	MEDIA
RESEARCH, ENGINEERING DESIGN AND TECHNICAL DATA	10, and then after clearance with corporate secretary	Hard copy
RISK MANAGEMENT		
Accident reports	7, after date of first report if no claim filed; 5, after	Hard Copy
Liability insurance policies	Permanent	Hard Copy
Workers compensation and employers liability policy	Permanent	Hard Copy
All other insurance policies	The latter of 7 or until cleared of any claims	Hard Copy
Workers compensation claims	Permanent	Hard Copy
Other insurance claims	5, after settlement of claim	Hard Copy
SHIPPING		
Bills of lading	4	Hard copy
Freight claims	3, after settlement	Hard copy
Shipping documents	4	Hard copy

SCHN00316482

APPENDIX A

SCHNITZER STEEL PRODUCTS CO.

RECORD RETENTION AGREEMENT PURSUANT TO THE PROVISIONS OF REVENUE PROCEDURE 86-19

I - MACHINE SENSIBLE RECORDS TO BE RETAINED

Schnitzer Steel Products Co.

1) Accounts Payable System:
   (a) General Ledger Transaction (Entry) File.
       File Name: CPGLTR
       Start Date: September 1, 1984

   (b) Vendor File.
       File Name: CPDAT:CPVNDR.DAT
       Start Date: September 1, 1987

2) Scrap Purchase System:
   (a) Scrap Purchase History File.
       File Name: SXPHIS.RCC
       Start Date: September 1, 1986

3) General Ledger System:
   (a) General Ledger Monthly Distribution File.
       File Name: CLMDST.RCC
       Start Date: September 1, 1984

   (b) General Ledger Account Master File.
       File Name: CLACCT.RCC
       Start Date: September 1, 1987

4) Fixed asset Master File.
   (a) Fixed Asset Master File.
       File Name: CASSET.RCC
       Start Date: September 1, 1983

SCHN00316483

II ADP SYSTEM DOCUMENTATION

Schnitzer Steel Products Co. agrees to retain documentation that provides a complete description of the ADP portion of the accounting system and those files that feed into the accounting system. The documentation should be sufficiently detailed to indicate:
a) the application being performed,
b) the procedures employed in each application, and
c) the controls used to insure accurate processing.

In addition, the following specific documentation must also be retained:
a) record formats;
b) label descriptions;
c) detailed charts of accounts.

III RETENTION PERIOD

The machine sensible records specified in Section I above shall be retained for each taxable year:

A) so long as their contents may become material in the administration of any Internal Revenue law; or

B) until the expiration of the statute of limitations for each tax year; or

C) until receipt of written notification from IRS that the records may be released.

IV HARDCOPY RECORDS TO BE RETAINED

The provisions of this revenue procedure do not relieve the taxpayer of its responsibility for retaining hardcopy records. The hardcopy records may be retained in microfiche or microfilm format in accordance with the requirements outlined in Revenue Procedure 81-46. These records are NOT a substitute for the machine sensible records required to be retained as specified in Section I above.

V LABELING, STORAGE AND BACKUP OF RETAINED RECORDS

All retained records must be clearly labeled and stored in a secure environment.

VI ACCESSIBILITY TO RETAINED RECORDS

Schnitzer Steel Products Co. must have the capability to access the retained records at the time of an IRS examination. When the data processing system that created the records is being replaced by a system in which the records would not be compatible, the taxpayer must convert them to a compatible system. Any changes in the accessibility of the retained records must be reported to the IRS.

VII POST RECORD RETENTION AGREEMENT CHANGES TO ADP SYSTEM

The limitation pursuant to a retention agreement on machine sensible records to be retained does not apply to subsidiary companies acquired, or accounting and tax systems added, subsequent to the completion of the record evaluation (or re-evaluation). All machine sensible records produced by these companies or any additions and modifications to the accounting/tax systems, must be retained until such time as a re-evaluation is conducted by the District Director.

VIII MONITORING RETAINED RECORDS

Schnitzer Steel Products Co. shall make periodic checks on all files being retained for use by the IRS. If any machine sensible records required to be retained are subsequently lost, destroyed, damaged, or found to be incomplete or materially inaccurate, the taxpayer must report this to the District Director and a determination will be made as to whether the files are to be re-created.

IX COMPUTER TIME AND OPERATIONAL ASSISTANCE

Schnitzer Steel Products Co. will provide computer time for the extraction of information from the records specified in Section I above. Taxpayer personnel will provide a reasonable amount of assistance in the use of video terminals, preparation of JCL, resolution of compiler differences, and the like.

X FUTURE REQUIREMENTS

Currently the records specified in Section I above are sufficient to satisfy the retention requirements of revenue Ruling 71-20. However, this agreement may be modified in the future in the event of changes in taxpayers' ADP system, changes in the examination needs of the IRS, or other changes necessitating a modification. The taxpayer remains subject to all the requirements of Revenue Procedure 86-19 that this agreement does not specificaly modify, waive, or replace.

Accounting Policies and Procedures

General Policies

EFFECTIVE DATE:
12/01/2002

Policy Number:
2.400

SUBJECT:
Record Retention

APPROVER:
Kelly Lang, Vice President & Corporate Controller

SUMMARY/PURPOSE

To purpose is to provide consistent records with respect to storage and disposal of documents and retention periods. The retention of these records applies to the original hard copy only.

POLICY

Retained Records – duplicate copies should be destroyed. All corporate documents (those requiring a resolution of the Board of Directors) will be maintained by the Corporate Legal Department, unless otherwise agreed that the Corporate Tax Department will maintain. Operating and non-corporate documents will be the responsibility of the operating divisions. As space allows, operating division records can be stored in the corporate depositories.

Retention Periods – The retention periods are generally the minimums required by law. These are not meant to prohibit longer retention periods in the event valid business reasons would require such longer periods. However, longer retention periods should only be adopted after full consideration of the potential legal implication sand economic cost.

RESPONSIBILITIES/REQUIREMENTS

The Controller for each operating Company/Division is designated to carry out policy.

There are a number of IRS Revenue Procedures (Rev Procs) that apply to corporate record retention:

1. Rev Proc 98-25 provides record retention requirements for "automatic data processing" in general. Supercedes Rev Proc 91-59 and Rev Proc 86-19.

2. Rev Proc 97-22 provides additional requirements pertaining to electronic "storage" systems, but does not eliminate any of the Rev Proc 98-25 electronic data processing related retention requirements.

3. Rev Proc 81-46 provides specific rules relating to adequate reproduction of books and records on microfilm and microfiche.

SCHN00316487

4. Rev Proc 92-71 provides guidance for those situations in which a cancelled check is not available as proof of payment, and what account statements will be considered acceptable as an alternative proof of payment.

Additionally, the Company is subject to a separate agreement with the IRS dated June 10, 1987 that details specific retention requirements.

Any questions relating to IRS requirements should be addressed to the Corporate Tax Department.

WHOLLY-OWNED BUSINESS PROCEDURES

The procedures will be adhered to on an ongoing basis.

All retained records should be stored in "Banker Boxes" or file cabinets in areas secured as appropriate based upon the documents stored. Records should not be mixed with respect to type of length of storage (e.g., accounts payable records with two different destroy dates should be in separate boxes). All storage boxes should have a record retention label attached. Copies are available from Corporate Finance Secretary.

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	Media

SCHN00316488

General Policies

EFFECTIVE DATE:
09/01/2002

Policy Number:
2.400

SUBJECT:
Record Retention

APPROVER:
Kelly Lang, Vice President & Corporate Controller

ADMINISTRATIVE

Company forms in use	**As effective**	**Hard Copy**
Company operating instructions	As effective	Hard Copy
Corporate planning and proposed acquisitions, including all reorganizations, liquidations, etc.	As effective	Hard Copy
Government reports	**10**	**Hard Copy**
Miscellaneous files	2 or as effective	Hard Copy
Training manuals	As effective	Hard Copy
DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	Media

General Policies

EFFECTIVE DATE:
09/01/2002

Policy Number:
2.400

SUBJECT:
Record Retention

APPROVER:
Kelly Lang, Vice President & Corporate Controller

BASIC CORPORATE RECORDS

Active Corporation:

Articles of Incorporation	Permanent	Hard Copy
Board of Directors, executive and finance committees - minutes	Permanent	Hard Copy
By-laws	Permanent	Hard copy
Canceled stock certificate	7	Hard Copy
Capital stock ledgers	Permanent	Hard Copy
Certificates of Incorporation	Permanent	Hard Copy
Other board created committees - minutes	7	Hard Copy
Proxy card	7	Hard Copy
Proxy statements	Permanent	Hard Copy
Qualifications and licenses to do business	Permanent	Hard Copy
Securities, documents of issuance, listing, registration	Permanent	Hard Copy
Stock transfer journals	Permanent	Hard Copy

SCHN00316490

Stockholder lists	7	Hard Copy
Stockholder minute books	Permanent	Hard copy

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	Media
CONTRACTS		
Contracts for purchase or construction of capital assets	4 After disposition	Hard Copy
Deeds, leases and documents evidencing ownership of property	During ownership and 4, after disposition	Hard Copy
Employment and consulting agreements of employment	10, after termination	Hard Copy
Government contracts	6, after final	Hard Copy
Renegotiation reports	6, and until tax period	Hard Copy
Research	4	Hard Copy
Others	As effective	Hard Copy

SCHN00316491

CORRESPONDENCE AND OFFICE MEMORANDA

All Correspondence and Memos	2	Hard Copy

FINANCIAL AND ACCOUNTING

(Including computer tapes - see Appendix A for IRS Record Retention Agreement for files required to be maintained. Copy available in Corporate Finance Secretary's Office.)

Accounts payable voucher packages (other than for capital assets)	7	Hard Copy
Accounts receivable	7	Hard Copy
Annual financial statements	Permanent	Hard Copy

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	Media
Audit working papers	7	Hard Copy
Bank deposits	7	Hard Copy
Budgets	2	Hard Copy
Canceled checks	7	Hard Copy
Capital asset vouchers	4, after disposition	Hard Copy
Cash disbursements journal	7	Hard Copy

SCHN00316492

Cash receipts journal	7	Hard Copy
Employee time cards	7	Hard Copy
Federal income tax returns	Permanent	Hard Copy
Federal income tax returns - working papers	**Permanent**	**Hard Copy**
Other Federal filings (i.e., excise tax, fuel, information returns 1099, W-2)	7	Hard Copy
General ledger	Permanent	Hard Copy
Inventory reports (physical inventory and year end valuation)	7	Hard Copy
Individual LIFO layer support and documentation.	As long as the layer is in existence.	Hard Copy
Journal Entries	7	Hard Copy
Monthly financial statements	3	Hard Copy
Payroll records	7	Hard Copy
Property tax files	7	Hard Copy
Purchase orders	7	Hard Copy

SCHN00316493

General Policies

EFFECTIVE DATE:
09/01/2002

Policy Number:
2.400

SUBJECT:
Record Retention

APPROVER:
Kelly Lang, Vice President & Corporate Controller

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	Media
Scrap scale tickets	**3**	**Hard Copy**
State income tax returns- working papers	7 Hard Copy	
State income tax returns and files	Permanent	Hard Copy
Other state files (i.e., excise tax)	7	Hard Copy

IMPLEMENTATION OF RECORD RETENTION SCHEDULE FOR FOREIGN PATENTING

Case files and maintenance cards	Abandoned--1 year from last dates for revival; lapsed or expired 1 year from date thereof.	Hard Copy
Chronological files	2 years from their date	Hard copy
County legislation, tariffs and general files	Clean up every other year for obsolete information	Hard Copy
Foreign patent annual reports	30 years (dead storage)	Hard Copy

SCHN00316494

Letters patent document	30 years from date of expiration	Hard Copy
Serial number files	Clean up 1 year after filing - keep 25 years.	Hard Copy
DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	Media
LEGAL		
Litigation and claims	3, after final judgment or settlement of claim.	Hard Copy
Settlement Agreements; Judgments	Permanent	
MANUFACTURING		
Certification records	Permanent Computer	Tape/ Microfiche
Inspection records	5	Hard Copy
Miscellaneous files	2, or as effective	Hard Copy
Production reports	3	Hard Copy

Tool control	2	Hard Copy
Work orders	2	Hard Copy

MARKETING AND OPERATIONS

Advertising	2, after discontinuance	Hard Copy
Customer files	2, or as effective	Hard copy
Marketing studies	2, or as effective	Hard copy
Miscellaneous files	2, or as effective	Hard copy
Price lists, quotations and bids	2, or as effective	Hard copy

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	Media

OSHA RECORDS

Records of individually monitored employee exposure to radiation	Permanent until further notice	Hard Copy
Records of occupational injuries and illnesses, including annual summaries and supplemental record according to OSHA Form 101	5	Hard Copy

SCHN00316496

PATENTS

Administrative, other	2, or as long as effective	Hard Copy
Foreign patent records	1 year after final lapse, abandonment or expiration	Hard Copy
Patent litigation	3, after final judgment or settlement, or 6 after patent in suit expires	Hard Copy
Patent-type agreements	25, or 4 after termination or 6 after last expiration of patents licensed or assigned	Hard Copy
Trademark matters	4, after abandoned	Hard Copy
U.S. (domestic) patent, records, evidence submitted outside ideas	25, or 6 after expiration of patent	Hard Copy

SCHN00316497

General Policies

EFFECTIVE DATE:
09/01/2002

Policy Number:
2.400

SUBJECT:
Record Retention

APPROVER:
Kelly Lang, Vice President & Corporate Controller

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	Media
HUMAN RESOURCES		
Applications for employment	1	Hard Copy
Employee awards and prizes	1	Hard Copy
Employee service files	10, after termination	Hard Copy
Employee suggestions	**2**	**Hard Copy**
Minutes and records of labor negotiations	Permanent	Hard Copy
Miscellaneous files	2, or as effective	Hard Copy
Other collective bargaining files	3, or as effective	Hard Copy
Pension plan records:		
Participant	During life of employee plus 7	Hard Copy
Non-participant	2, after termination	Hard copy
Profit sharing plan records	10	Hard copy
Government reports (i.e., Form 5500)	10	Hard copy

Union grievances of claim	3, after settlement	Hard Copy

PREDECESSOR CORPORATIONS:
(Acquired or subsidiary corporations)

Articles of incorporation, certificates of incorporation, by-laws, bound volumes of documentation of purchase, merger reorganization, or dissolution	Permanent	Hard copy

DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	Media
Stockholder minutes, board minutes of board-created committees, qualifications and licenses to do business, stock transfer journals, capital stock ledgers, securities, documents of issuance, listing registration, stockholders' lists, canceled stock certificates	7, if 100% acquired otherwise treat as above.	Hard copy
Supporting papers regarding purchase, merger, reorganization or dissolution (except contracts, leases, deeds, abstracts or title, title insurance)	7, after consummation expiration or cancel-lation, and until tax period has been closed.	Hard copy

SCHN00316499

RESEARCH, ENGINEERING DESIGN AND TECHNICAL DATA	10, and then after clearance with Corporate Secretary	Hard copy
RISK MANAGEMENT		
Accident reports	7, after date of first report if no claim filed; 5 after	Hard Copy
Liability insurance policies	Permanent	Hard copy
Workers compensation and employer's liability policy	Permanent	Hard copy
All other insurance policies	Permanent	Hard Copy
Certificates of insurance provided by third parties	Permanent	
DOCUMENT (Original or Microfilm)	RETENTION PERIOD (Years)	Media
Workers compensation claims	Permanent	Hard copy
Other insurance claims of claim	5, after settlement	Hard Copy

SCHN00316500

SHIPPING

Bills of lading	4	Hard Copy
Freight claims	3, after settlement	Hard Copy

APPENDIX A

RECORD RETENTION AGREEMENT PURSUANT TO THE PROVISIONS OF REVENUE PRECEDURE 86-19

I – MACHINE SENSIBLE RECORDS TO BE RETAINED

1. Accounts Payable System:
   a) General Ledger Transaction (Entry) File.
      File Name: CPGLTR
      Start Date: September 1, 1984

   b) Vendor File.
      File Name: CPDAT:CPVNDR.DAT
      Start Date: September 1, 1987

2. Scrap Purchase System:
   a) Scrap Purchase History File.
      File Name: SXPHIS.RCC
      Start Date: September 1, 1986

3. General Ledger System:
   a) General Ledger Monthly Distribution File.
      File Name: CLMDST.RCC
      Start Date: September 1, 1984

SCHN00316501

b) General Ledger Account Master File.
File Name: CLACCT.RCC
Start Date: September 1, 1987

4. Fixed Asset Master File:
   a) Fixed Asset Master.
   File Name: CASSET.RCC
   Start Date: September 1, 1983

II – ADP SYSTEM DOCUMENTATION

Schnitzer Steel Products Co. agrees to retain documentation that provides a complete description of that ADP portion of the accounting system and those files that feed into the accounting system. The documentation should be sufficiently detailed to indicate:

a) the application being performed,
b) the procedures employed in each application, and
c) the controls used to insure accurate processing

In addition, the following specific documentation must also be retained:

a) record formats;
b) label descriptions;
c) detailed chart of accounts.

III – RETENTION PERIOD

The machine sensible records specified in Section I above shall be retained for each taxable year:

a) so long as their contents may become material in the administration of any Internal Revenue law; or
b) until the expiration of the statute of limitations for each tax year; or
c) until receipt of written notification from IRS that the records may be released.

IV – HARDCOPY RECORDS TO BE RETAINED

The provisions of this revenue procedure do not relieve the taxpayer of its responsibility for retaining hardcopy records. The hardcopy records may be retained in microfiche or microfilm format in accordance with the requirements outlined in Revenue Procedure 81/46. These records are NOT a substitute for the machine sensible records required to be retained as specified in Section I above.

V – LABELING, STORAGE AND BACKUP OF RETAINED RECORDS

All retained records must be clearly labeled and stored in a secure environment.

VI – ACCESSIBILITY TO RETAINED RECORDS

Schnitzer Steel Products Co. must have the capability to access the retained records at the time of an IRS examination. When the data processing system that created the records is being replaced by a system in which the records would not be compatible, the taxpayer must convert them to a compatible system. Any changes in the accessibility of the retained records must be recorded to the IRS.

VII – POST RECORD RETENTION AGREEMENT CHANGES TO ADP SYSTEM

The limitation pursuant to a retention agreement on machine sensible records to be retained do not apply to subsidiary companies acquired, or accounting and tax systems added, subsequent to the completion of the record evaluation (or re-evaluation). All machine sensible records produced by these companies or any additions and modifications to the accounting/tax systems, must be retained until such time as a re-evaluation is conducted by the District Director.

VIII – MONITORING RETAINED RECORDS

Schnitzer Steel Products Co. shall make periodic checks on all files being retained for use by the IRS. If any machine sensible records required to be retained are subsequently lost, destroyed, damaged, or found to be incomplete or materially inaccurate, the taxpayer must report this to the District Director and a determination will be made as to whether the files are to be re-created.

IX – COMPUTER TIME AND OPERATIONAL ASSISTANCE

Schnitzer Steel Products Co. will provide computer time for the extraction of information from the records specified in Section I above. Personnel will provide a reasonable amount of assistance in the use of computer time, preparation, resolution of complier differences.

X – FUTURE REQUIREMENTS

Currently the records specified in Section I above are sufficient to satisfy the retention requirements of revenue Ruling 71-20. However, this agreement may be modified in the future in the event of changes in taxpayers' ADP system, changes in the examination needs of the IRS, or other changes necessitating a modification. The taxpayer remains subject to all the requirements of Revenue Procedure 86-19 that this agreement does not specifically modify, waive, or replace.

DEFINITIONS

REVISION HISTORY

Name: N/A
Date: N/A
Reason: N/A

CHICAGO TITLE INSURANCE COMPANY
OF OREGON
DOCUMENT GUARANTEE REPORT
November 5, 1997

10001 SE SUNNYSIDE ROAD
CLACKAMAS, OR 97015
Telephone: (503) 653-7300

Plant Date: November 5, 1997

Order No: 159298

Liability: $0.00

Premium: $0.00

159298

CHICAGO TITLE INSURANCE COMPANY OF OREGON

(b)(4) copyright

(b)(4) copyright

(b)(4) copyright

(b)(4) copyright

(b)(4) copyright

(b)(4) copyright

(b)(4) copyright

(b)(4) copyright

(b)(4) copyright

United States
to
Gatton & wife

The United States of America, To all to whom these presents shall come
greeting: Whereas there has been deposited in the General Land Office of the
United States a certificate numbered one thousand seven hundred and
one of the Register & Receiver at Oregon City Oregon whereby it appears
that under the provisions of the act of Congress approved the 27th day
of September 1850 entitled, An act to create the Office of Surveyor
General of the Public Lands in Oregon and to provide for the survey
and to make donations to settlers of the said Public lands the claim
of William Gatton and his wife Nancy Jane Gatton of Multnomah
County Oregon, Satisfaction number five thousand six hundred
and ninety has been established to a donation of one half section
or three hundred and twenty acres of land and that the same has
been surveyed and designated as Claim number forty three and as
parts of sections thirty four thirty five and thirty six in Township
two North of Range one West according to the Official Plat of Survey
returned to the General Land Office by the Surveyor General bounded
and described as follows to wit: Beginning at a point nineteen
chains and fifteen links North of the South West corner of the North
West quarter of Section thirty six in Township two North of Range one
West: thence North one chain, thence West eighty one chains and thirty
two links, thence South thirty one degrees, East five chains and twenty
five links, thence South thirty two degrees, and thirty minutes East twenty
six chains and fifty links, thence South thirty degrees and thirty min-
utes East twelve chains and seventy five links, thence South thirty six
degrees and thirty minutes, East five chains and fifty links, thence South
sixteen degrees and thirty minutes, East fifteen chains and fifty
links, thence North sixty degrees, East seventy two chains, thence North
twenty chains, and thence West [illegible] chains and forty six links to the
point of beginning [illegible]
[illegible]
four hundredths of an acre [illegible]
[illegible] in consideration of the premises [illegible]
provisions of the act aforesaid have given and granted [illegible]
presents do give and grant unto the said William Gatton [illegible]
[illegible]
[illegible]
To have and to hold the said [illegible]
said William Gatton [illegible]
[illegible]

SCHN00316547

In testimony whereof I Abraham Lincoln President of the United States have caused these letters to be made Patent and the Seal of the General Land Office to be hereunto affixed. Given under my hand at the City of Washington this seventh day of February in the year of our Lord one thousand eight hundred and sixty five and of the independence of the United States the eighty ninth.

By the President Abraham Lincoln

Seal of U.S. General Land Office

By Edw. D. Keller Secretary

I. N. Granger Recorder of the General Land Office

Recorded Vol 2 Page 32

Received for Record March 8th 1864

Stizel wife to Block

This indenture made this the fifth (5th) day of March in the year one thousand eight hundred and sixty seven (1864) by and between Jacob Stitzel and Mary H. Stitzel his wife of the City of Portland in the County of Multnomah in the State of Oregon party of the first part and Babette Block wife of Abraham I. Block of the same place party of the second part witnesseth. That the party of the first part for and in consideration of the sum of four thousand dollars in gold coin of the United States to them in hand paid by the said Babbette Block out of her separate property (the receipt whereof is hereby acknowledged) have given granted and conveyed and by these presents do give grant and convey unto the said Babbette Block and to her heirs and assigns forever all those pieces and parcels of land situate in the City of Portland in the County of Multnomah in the State of Oregon and known as Lots Number Six (6) and the Northerly twenty (20) feet of Lot Number Three (3) in [illegible] hundred and forty seven (147) said premises being [illegible] and one hundred feet in debth. To have and to [illegible] Babbette Block her heirs and assigns and for separate use and behoof and as her separate property the aforegranted premises with the appurtenances. And I Jacob Stitzel for myself my [illegible] and administrators covenant with the said Babbette Block her heirs and assigns that I am well seized in fee of the foregoing premises and that the same are free from all incumbrances and that [illegible] and defend the above granted and bargained premises [illegible] the said Babbette Block her heirs and assigns against all [illegible] and demands. In witness whereof the [illegible] hereunto set their hands and seals the

Carter to Smith

SCHN00316548

MULTNOMAH CO (BY SHERIFF) TO CORNELL

STATE OF OREGO)
ss
County of Multnomah)

THIS INDENTURE made this 7th day of Oct ., 1926 between T M Hurlburt as Sheriff of Multnomah County, State of Oregon, the party of the first part and (b) (6) [redacted] ., party of the second part.

WITNESSETH: That whereas at a public sale of real estate held onthe 7th day of Oct A D 1926, pursuant to a real estate tax judgment and decree of the Circuit Court of the State of Oregon for the County of Multnomah duly made and entered on the 13th day of Sept. 1926, and after having first given due notice of the time and place of said sale; and

WHEREAS in pursuance of said order of the said Court and of the laws of the State of Oregon, and for and in consideration of the sum of Thirteen and 59/100 ($13.59) Dollars lawful money of the United States of America to me in hand paid the receipt whereof is hereby acknowledged I have this day sold to (b) (6) [redacted] the following described real estate, and which is particularly described as follows to-wit:

Lot twelve (12) Block (2) Ridgemont according to the duly recorded plat thereof on file and of record in the office of the County Clerk of Multnomah County, State of Oregon, in the County of Multnomah and State of Oregon, the said Linnwood B Cornell being the best bidder at said sale and the said tract being the least quantity bid, and that being the best bid at said sale.

NOW THEREFORE, know ye, that I, T M Hurlburt, Sheriff of said County of Multnomah, State of Oregon in consideration of the premises, and by virtue of the statutes of the State of Oregon, in such cases made and provided, do hereby grant, bargain, sell and convey unto (b) (6) [redacted] his heirs andassigns forever the said real estate hereinbefore described as fully and completely as the said party of the first part can by virtue of the premises convey the same.

Given under my hand officially this 7th day of Oct A D 1926

T M Hurlburt

Sheriff of Multnomah County

By H G Norton, Deputy

Rec for record Oct 7, 1926, at 4:57 P M

---oOo---

1077/73

1077 73

C C 47754

GATTON ET AL TO THE WM GATTON ESTATE CO

KNOW ALL MEN BY THESE PRESENTS: That we Thurston Gatton and Katie Gatton, his wife, (b) (6) [redacted], unmarried; (b) (6) [redacted] her husband; (b) (6) [redacted], his wife, (b) (6) [redacted], widow; (b) (6) [redacted] husband; (b) (6) [redacted] t, her husband; (b) (6) [redacted] unmarried; (b) (6) [redacted], unmarried, (b) (6) [redacted], her husband (b) (6) [redacted], his wife, (b) (6) [redacted], his wife, (b) [redacted], her husband; (b) (6) [redacted], unmarried; (b) (6) [redacted]

SCHN00316549

and (b) (6) [redacted] his wife; (b) (6) [redacted], his wife, (b) (6) [redacted] (b) (6) [redacted] his wife, (b) (6) [redacted] her hus and; Theresa [illegible] all of Multnomah County Oregon for Ten Dollars and other valuable and sufficient [illegible] to us in hand paid by The William Gatton Estate [illegible] which is hereby acknowledged have sold and be hereby [illegible] William Gatton Estate Company, its successors and assigns an [illegible] part of and interest in and to all of the hereinafter described real [illegible] Township two (2) North Range one (1) East of [illegible]

[illegible]

The Donation Land Claim of William Gatton and [illegible] Claim No 43, [illegible] in Sections 34,35 and 36 described as:

Beginning at a point 19.15 chains North of the Southeast [illegible] west quarter of Section 36 Tp 2 N R 1 West; thence North 1.00 chains; thence West 61.32 chains thence South 31° East 5.25 chains; thence South 32° 30' East 26.50 chains; thence 30° 30' East 12.75 chains; thence South 35° 30' East 5.50 chains; thence South 16° 31' East 15.50 chains; thence North 60° East 72 chains; thence North 20 chains; thence West 11.46 chains to place of beginning containing 319.84 acres, together with all riparian rights appertaining thereto.

EXCEPTING HOWEVER, from said TRACT ONE the following portions: (a) A parcel consisting of about four (4) acres described as:

Commencing at the Northeast corner of the William Gatton Donation Land Claim; thence South 10.50 chains to the Columbia Slough; thence North 54° West 7 chains; thence North 10½° West 2 chains; thence North 55° East 4.50 chains; thence North 21° East 2.69 chains; thence East 1.30 chains to beginning.

(b) A parcel containing about .... acres described as:

Beginning at the Southeast corner of the William Gatton Donation Land Claim South 60° West tracing claim line 10.50 chains; thence North 22° 30' West 52 links; thence North 60° East to a point 52 links West of the East line of said claim; thence North parallel with the East line of said claim about 9 chains to the North side of Columbia Slough; thence Easterly tracing the line of said slough to a point in the East line of said claim; thence South 9.15 chains to place of beginning; ALSO a tract described as follows:

Commencing at a point of intersection of the extension of the South line of the William Gatton D L C with the line between the T 2 N and T 1 N R 1 W; thence South 60° West 377 feet more or less to low water line of the Willamette River; thence Northwesterly following low water line to its intersection with the North line of Section [illegible] 472 feet more or less to place of beginning.

(c) A parcel containing about [illegible] acres described as:

Beginning at a point in the Southerly line of the William Gatton Donation Land Claim in Section 35, Township Two (2) North, Range One (1) West of Willamette Meridian, and North 60° East [illegible] feet distant from the Southwest corner of the said William Gatton Donation Land Claim and [illegible] thence North 60° East along the Southerly line of the said William Gatton Donation Land Claim 537.72 feet to a point; thence West parallel to the Northerly boundary of the City of Portland 1600.81 feet to a point in the Harbor Line in the Willamette River; thence South 26° 17' 40½" East along the said Harbor line 300 feet to a point; thence East parallel to the Northerly boundary line of the City of Portland, 1004.52 feet to the place of beginning, containing [illegible] acres more or less.

SCHN00316550

(d) A parcel containing about 3.327 acres described as:

Commencing at the point of intersection of the extension or projection of the South boundary line of The William Gatton D L C with the South boundary line of Section 35, Township 2 North of Range 1, West of Willamette Meridian, which South boundary line of Section 35 forms the North boundary line of the City of Portland, which point of intersection is located on the Northerly boundary line of that certain tract of land owned by the City of Portland and used by it as and for Portland Municipal Terminal No 4 and is 185.27 feet distant South 60° West from the Southwest corner of the William Gatton D L C running thence North 60° East along the Northerly boundary of said Terminal No 4, a distance of 358.48 feet; thence running Westerly and parallel with the Northerly boundary of the City of Portland 1004.52 feet to a point in the harbor line of the East Bank of the Willamette River; thence Southeasterly following said harbor line to its intersection with the Northerly boundary line of the City of Portland; thence Easterly along the Northerly boundary line of the City of Portland, 606.99 feet to place of beginning containing 3.327 acres of land, being in the Donation Land Claim of William Gatton, in Multnomah County, State of Oregon

(e) A parcel containing 49.67 acres more or less, described as:

Beginning at a point in the south boundary line of the William Gatton D L C which South boundary line of the William Gatton D L C forms the North boundary line of that certain tract of land owned by the City of Portland and used by it as and for Portland, Municipal Terminal No 4, said point of beginning being North 60° East 2378.27 feet distant from the Southwest corner of said William Gatton D L C running thence Westerly on a line parallel with the Northerly boundary of the City of Portland to a point in the low water line of the Willamette River; thence running Southeasterly along the low water line of the Willamette River to a point on a line parallel to and distant 450 feet more or less measured at right angles from the North boundary of the City of Portland said city boundary line being the township line between Sections 35 Tp 2 N of R 1 West of Willamette Meridian and Section 2 Tp 1 N of R 1 West of Willamette Meridian; thence running Easterly along a line parallel to and distant 450 feet more or less measured at right angles to the above described Northerly city boundary line to a point in the south boundary line of the William Gatton D L C distant N 60° E 710.93 feet from the Southwest corner of the William Gatton D L C; thence running N 60° East 1667.34 feet along the South boundary line of the William Gatton D L C which South boundary line forms the North boundary line of Portland Municipal Terminal No 4 to the point of beginning.

TRACT NUMBER TWO.

A tract of land in Section 36, described as:

Commencing at the Northwest corner of Section 36; thence South 21 chains; thence East [illegible] chains; thence North 23½° East 4.15 chains; thence North 24° 4 chains; thence North 40° West 17 chains to place of beginning containing 15 acres more or less

TRACT NUMBER THREE.

A tract of land in Sections 35 and 36 described as:

Commencing at the Northerly end of division line between the half of the D L C of James Loomis and wife in Tp 2, N R 1 W belonging to James Loomis, and the half set apart to his wife; thence North 60° East along said claim line 80 rods; thence South 22° 30' East 100 rods parallel with said division line; thence South 60° West parallel with said first line 80 rods; thence North 22° 30' west along said division line to place of beginning containing 50 acres more or less.

EXCEPTING FROM SAID TRACT THREE: A parcel containing .73 of an acre, more or less

SCHN00316551

described as:

Beginning at a point North 60° East 40 chains from the Westerly corner of James Loomis D L C ;thence South 20° East 660 feet; thence North 60° East 52½ feet; thence North 22° 30' West 665.60 feet; thence South 60° West 34 feet to the place of beginning. A right of way to the O W R & N Company, described in decree in suit of said company vs William Catton, Judgment No 35655 January 25th,1906.

TRACT NUMBER FOUR.

A tract of land in sections 35 and 36 described as:

Commencing at a point in division line between the Southwesterly and Northeasterly halfs of the James Loomis D L C 25chains from the Northwest end of said line;thence South 22° 31' East along said division line 27.50 chains; thence North 60° East 22.40 chains thence Northerly 22° 30' West 27.50 chains;thence South 60° West 22.40 chains to place of beginning, EXCEPTING from said tract 4, the right of way of the O W R & N Company described in decree in suit of said company vs William Catton, Judgment No 35655 January 25th,1906. A portion of said Tract Number Four is also in Sections 1 and 2, Tp 1 N Range 1 West Willamette Meridian.

TRACT NUMBER FIVE.

A tract of land in Section 35 described as:

Beginning inthe East line of the James Loomis D L C 25 chains Southeasterly from the North corner thereof; thence South 60° West 20 chains; thence North 22° 30' West 50 links; thence North 60° East 20 chains to easterly line of said Loomis claim ; thence South 22° 30' East tracing said claim line 50 links to place of beginning.

TRACT NUMBER SIX.

Beginning in division line of James Loomis D L C 24.60 chains South 22° 30' East of Northerly end of said division line; thence South 65° West 410 feet more or less to center line of railway of the O W R & N Company; thence Northeasterly along said center line tothe division line ;thence South 22° 30' East along said division line about 200 feet more or less to place of beginning EXCEPTING from said Tract Six the right of way of said railway, being 50 feet wide on the Southerly side of said center line in said Section 35.

TRACT NUMBER SEVEN.

A tract of land in Section 35, described as:

The Northeast quarter of the Northeast quarter and block or lot No 7 of said Section,containing [illegible] acres.

TRACT NUMBER EIGHT.

[illegible]

Commencing 40 chains South [illegible] chains East [illegible] corner of [illegible] 27, T 2 N R 1 W thence South 12½° W 9.20 chains, South 5 East 12.50 chains, South 25° East [illegible] chains South 35° East 11.50 chains, South [illegible]° East 33 chains, South [illegible]° East 4.50 chains, North 67° East 6.50 chains, North 18° West 20.30 chains; North 60° East 22 chains, North 77½° E 13 chains North 51½° East 12 chains, North 15° West 10.20 chains North 40° East 9.20 chains North 66½° East 4 chains; thence West 45 chains; thence North 20 chains; thence West 20 chains thence South 20 chains; thence West 15 chains to beginning,containing [illegible] acres. ALSO all accreted swamp or [illegible] land in Section 35, T 2 N R 1 West as aforesaid,and all that portion of Runways Lake and any of the arms thereof, which is appertaining to the land hereinabove described.

[illegible]

SCHN00316552

14, part 1½ in Sec. 26 T 2 N 1 W and part 1 in Sec 35 T 2 N 1 W in Multnomah County, State of Oregon according to the assessment roll thereof for the year 1925 to which reference is made for the accurate description thereof.

TRACT NUMBER NINE

The East half of lot one (1) in subdivision of Block "A" Oak Park Addition, now within the corporate limits of the City of Portland, Multnomah County, Oregon, as shown by the duly recorded plat thereof.

TRACT NUMBER TEN.

Lots 23 and 24 in Block 4, in Chipman's Addition.

Lots seven (7) eight (8) nine (9) and ten (10) in Block three (3) Hill's Addition, all within the corporate limits of the City of Portland, Multnomah County, Oregon as shown by the respective plats thereof.

ALSO all the estate right, title and interest which the above named grantors hereinabove named or any of them have or claim in or to any of the lands owned by William Gatton at the time of his death and situated or being in Multnomah County, Oregon, including all riparian rights and all land acquired by accretion or otherwise, whether owing or holding said property as devisee or legatee under the Will of the said William Gatton, deceased or otherwise.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining including dower and/or curtesy and claim thereof and all our estates right, title and interest therein or thereto.

TO HAVE AND TO HOLD, the same to the above named grantee, its successors and assigns forever.

And we the grantors above named jointly and severally represent to and covenant with the above named grantee that each of the hereinafter named grantors is lawfully seized and possessed of an undivided one twenty-third part of and interest in and to said property to-wit:

Thurston Gatton, Rose Gatton, Myrtle Gatton Mason, Minor W Gatton, Laura Gatton Master, Jessie Gatton Purkapile Lillian Gatton Febert, Earl Gatton, William Gatton, Clarissa Jane McClure, William McClure, Marshall McClure, Mamie McClure Wells, Walter Brooks, William Brooks, Mallory Brooks, Joe Brooks, Jane Brooks Luethe and Therese Brooks Luethe, that we will and our respective heirs executors and administrators shall forever warrant and defend the title to an undivided Nineteen twenty third part of and interest in and to all of the above described property unto the above named grantee its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, we the grantors above named have hereunto set our hands and seals this 7th day of October A D 1925.

Witness: John, Florence Jeff
Geo J Perkins
Notary Grantor

(b) (6)

(Seal)
(Seal)
(Seal)
(Seal)
(Seal)
(Seal)
(Seal)
(Seal)
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FUJI MICROSAFE

(b) (6) [redacted] (Seal)
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Seal

STATE OF OREGON)
ss
County of Multnomah)

BE IT REMEMBERED That on this 3rd day of October, 1925, before me the undersigned, a Notary Public in and for said County and State personally appeared the within named (b) (6) [redacted], his wife; (b) (6) [redacted], unmarried; (b) (6) [redacted] (known to me the same person referred to in the Will of William Gatton (b) (6) [redacted]) and (b) [redacted] her husband; (b) (6) [redacted], his wife; (b) (6) [redacted], widow; (b) (6) [redacted] her husband; (b) (6) [redacted], her husband; (b) (6) [redacted] unmarried; (b) (6) [redacted], unmarried; (b) (6) [redacted] (who signed said instrument as (b) (6) [redacted]) and (b) (6) [redacted], her husband; (b) (6) [redacted], his wife; (b) (6) [redacted] (who signed said instrument as (b) (6) [redacted]) and (b) (6) [redacted], his wife; (b) (6) [redacted], her husband; (b) (6) [redacted] (who signed said instrument as (b) (6) [redacted]) unmarried; (b) (6) [redacted], his wife; (b) (6) [redacted] his wife; (b) (6) [redacted] his wife; Jane Brooks Luethe and Samuel Luethe, her husband; and Theresa Brooks Luethe, widow; who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes thereinmentioned.

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

(Notarial seal) Geo J Perkins

My commission expires April 11,1928 Notary Public for Oregon

$239.50 U S I R S (Cancelled)

Rec for record Oct 8,1926, at 3:58 P M

---oOo---

E C [illegible]

PORTLAND LINSEED OIL WORKS INC TO AMERICAN LINSEED CO.

SCHN00316554

that the above granted premises are free from all incumbrances and that they will and their heirs, executors, and administrators shall warrant and forever defend the above granted premises and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness their hands and seals this 31st day of July, 1926

Executed in the presence of:

Eugene H Dowling (b) (6) [redacted] (Seal)

Lyle S Metcalf (Seal)

STATE OF OREGON }

COUNTY OF MULTNOMAH } SS

BE IT REMEMBERED That on this 31st day of July A D 1926 before me the undersigned a Notary Public in and for said County and State, personally appeared the within named (b) (6) [redacted] husband and wife who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily

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

(Notarial Seal) Eugene H Dowling

My commission expires Jan 14th, 1928 Notary Public for Oregon

Rec for record Oct 18, 1926 at 4:46 P M

1076/101

M T #49517

GATTON(GUARDIAN) TO THE WILLIAM GATTON ESTATE CO

KNOW ALL MEN BY THESE PRESENTS That whereas, on the 11th day of March, 1926 Honorable George Tazwell, Judge of the Circuit Court of the State of Oregon for the County of Multnomah, Department of Probate, made an order authorizing and directing Lillian Gatton as guardian of the estate of Maxine Gatton, a minor to sell all of the estate, right, title and interest owned by said minor to-wit; an undivided one-twenty-third (1/23) part of and interest in all of the real property described in the sheets of paper attached hereto marked "EXHIBIT A" incorporated in and made a part hereof, which said order was duly entered in Journal 142, Page 244 records of said court,

AND WHEREAS pursuant to said order notice was posted in three public and conspicuous places in Multnomah County, Oregon on the 15th day of March, 1926 and was published in The Sunday Welcome, a weekly newspaper of general circulation printed, published and circulated in said county and state and having a general circulation in said county and state once a week for four consecutive weeks, and was first published in said paper on the 13th day of March 1926 in all of which notices it was stated that said guardian would, on and after the 12th day of April 1926 offer for sale and would sell for cash to the person or persons offering the highest price therefor, all of the aforesaid property to-wit; the undivided 1/23 part owned by said minor in said property herein or in said exhibit described,

AND WHEREAS, said guardian received an offer from The William Gatton Estate

SCHN00316555

102 Company to purchase the interest of said minor in said property for Twelve Thousand Four Hundred Ninety Nine and 50/100 ($12,499.50) Dollars to be paid in cash, or as might be required by the guardian or directed by the court, which said offer was accepted by said guardian.

AND WHEREAS the return of sale of said property was by said [illegible] with the county clerk of Multnomah County, Oregon, on the .....day of July [illegible] tions thereto or to the sale of said property have been made,

AND WHEREAS on the .....day of September 1926, the sale of said property to The William Gatton Estate Company at the aforesaid price was duly confirmed by the said Honorable George Tazwell, as judge of said court,

AND WHEREAS the price offered therefor and accepted as aforesaid has been paid to said guardian,

NOW THEREFORE in consideration of the premises and the payment of the aforesaid purchase price to said guardian, said guardian, William Gatton, does by these presents grant, bargain, sell and convey unto the said The William Gatton Estate Company, its successors and assigns, all the estate, right, title and interest owned by said minor Maxine Gatton in and to all of the real property described in said Exhibit "A" to wit; an undivided one-twenty-third (1/23) part of and interest in the whole of said property owned by said minor.

TO HAVE AND TO HOLD the undivided one-twenty-third (1/23) part of said property owned by said minor unto the said The William Gatton Estate Company, its successors and assigns together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the intention being to sell and there has been sold and is hereby conveyed, all of the estate, right, title and interest of every character owned by said minor in and to all of the real property owned by her grandfather, William Gatton, Deceased, situated in Multnomah County, Oregon, whether herein particularly described or referred to or not, which has not been heretofore sold and/or conveyed by the executors of the Last Will and Testament of the said William Gatton Deceased.

IN WITNESS WHEREOF I, William Gatton, as guardian of the estate of said minor pursuant to the aforesaid order of confirmation have hereunto set my hand this 28th day of September, 1926.

In the presence of;

George J Perkins — William Gatton (Seal)

Genevieve Andrews — Guardian of the Estate of

STATE OF OREGON) — Maxine Gatton, a minor

COUNTY OF MULTNOMAH) SS

BE IT REMEMBERED that on this 28 day of September 1926 before me, the undersigned a Notary Public in and for said County and State, [illegible] William Gatton, Guardian of the estate of Maxine Gatton, a minor, [illegible] identical person described in and who executed the within instrument and [illegible] that she executed the same, as such guardian, freely and voluntarily for the uses and purposes therein mentioned.

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

(Notarial Seal) — Geo J Perkins

My commission expires April 11, 1928 — Notary Public for Oregon

EXHIBIT "A"

TRACT NUMBER [illegible]

The Martin Land Claim of William Gatton and Nancy Gatton, his wife being Claim No 43 situated in Sections 34, 35, and 36 described as:

SCHN00316556

Beginning at a point 19.15 chains north of the southwest corner of the northwest quarter of Section 36, T 2 N R 1 West, thence north 1.00 chains; thence west 81.32 chains; thence south 31° east 5.25 chains; thence south 32° 30' east 26.50 chains; thence 30° 30' east 12.75 chains; thence south 36° 30' east 5.50 chains; thence south 16° 31' east 15.50 chains; thence north 60° east 72 chains; thence north 20 chains; thence west 11.46 chains to place of beginning, containing 319.84acres, together with all riparian rights appertaining thereto.

EXCEPTING from said Tract One, the following portions;

(a) A parcel consisting of about four (4) acres, described as:

Commencing at the Northeast corner of the William Gatton Donation Land Claim thence south 10.50 chains to the Columbia Slough; thence north 54° west 7 chains; thence north 10½° west 2 chains; thence north 55° east 4.50 chains; thence north 21° east 2.69 chains; thence east 1.30 chains to beginning.

(b) A parcel described as;

Commencing at the Southeast corner of the William Gatton Donation Land Claim running thence South 60° west tracing claim line 10.50 chains; thence north 22° 30' west [illegible] links; thence north 60° east to a point 52 links west of the east line of said claim; thence north parallel with the east line of said claim about 9 chains to the north side of Columbia Slough; thence easterly tracing the line of said slough to a point in the east line of said claim, thence south [illegible].15 chains to place of beginning; ALSO a tract described as follows;

Commencing at a point of intersection of the extension of the south line of the William Gatton D L C with the line between the T 2 N and T 1 N R 1 W; thence south 60° west [illegible] feet more or less to low water line of the Willamette River; thence northwesterly following low water line to its intersection with the north line of Section 2 T 1 N R 1 W; thence east 472 feet more or less to place of beginning.

(c) A parcel containing about 8.069 acres, described as:

Beginning at a point in the southerly line of the William Gatton Donation Land Claim, in Section 35 Township 2 North, Range 1 West of Willamette Meridian, and north 60° east 173.21 feet distant from the southwest corner of the said William Gatton Donation Land Claim and running thence north 60° east along the southerly line of said William Gatton Donation Land Claim 537.72 feet to a point; thence west parallel to the northerly boundary of the City of Portland 1000.81 feet to a point in the Harbor line in the Willamette River; thence south 25° 17' [illegible] east along the said Harbor line, [illegible] feet to a point; thence east parallel to the [illegible] boundary line of the City of Portland; 1004.52 feet to the place of beginning [illegible] less.

(d) A parcel containing about [illegible] acres described as:

Beginning at the point of intersection of the extension or projection of the south boundary line of the William Gatton D L C with the south boundary line of Section 35 Township 2 North of Range 1 West of Willamette Meridian, which south boundary line of Section 35 forms the north boundary line of the City of Portland, which point of intersection is located on the northerly boundary line of that certain tract of land owned by the City of Portland and used by it as [illegible] for Portland Municipal Terminal No 4 and is 185.27 feet distant south [illegible] west from the southwest corner of the William Gatton D L C; running thence north [illegible] east along the northerly boundary of said Terminal No [illegible] distance of 358.[illegible] feet; thence [illegible] with the northerly boundary of the City of Portland 1004.52 feet [illegible] the East Bank of the Willamette River; thence southwesterly following [illegible] intersection with the northerly boundary line of

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 the City of Portland; thence easterly along the northerly boundary line of the City of Portland 606.99 feet to place of beginning containing 3.327 acres of land, being in the Donation Land Claim of William Gatton, in Multnomah County, State of Oregon.

(e) A Parcel containing 49.57 acres, more or less described as;

Beginning at a point in the south boundary line of the William Gatton D L C which south boundary line of the William D L C forms the north boundary line of that certain tract of land owned by the City of Portland and used by it as and for Portland Municipal Terminal No 4 said point of beginning being north 60° east 2379.27 feet distant from the southwest corner of said William Gatton D L C; running thence westerly on a line parallel with the northerly boundary of the city of Portland to a point in the low water line of the Willamette River; thence running southeasterly along the low water line of the Willamette River to a point on a line parallel to and distant 450 feet, more or less measured at right angles from the north boundary of the City of Portland, said city boundary line being the township line between Section 35 Tp 2 N of R 1 West of Willamette Meridian and Section 2 Tp 1 N of R 1 West of Willamette Meridian; thence running easterly along a line parallel to and distant 450 feet more or less measured at right angles to the above described northerly city boundary line to a point in the south boundary line of the William Gatton D L C; distant N 60° E 710.93 feet from the southwest corner of the William Gatton D L C; thence running N 60° East 1667.34 feet along the south boundary line of the William Gatton D L C; which south boundary line forms the north boundary line of Portland Municipal Terminal No 4 to the point of beginning.

TRACT NUMBER TWO

A tract of land in Section 36, described as;

Commencing at the northwest corner of said Section 36; thence south 21 chains; thence east 8.70 chains; thence north 23½° east 4.15 chains; thence north 14° 4 chains; thence north 44° west 17 chains to place of beginning, containing 15 acres, more or less.

TRACT NUMBER THREE.

A tract of land in Sections 35 and 36 described as;

Commencing at the northerly end of division line between the half of the D L C of (b) (6) and wife in Tp 2 N R 1 W belonging to James Loomis and the half set apart to his wife; thence north 60° east along said claim line 80 rods; thence south 22° 30' east 100 rods parallel with said division line; thence south 60° west parallel with said first line 80 rods; thence north 22° 31' west along said division line to place of beginning, containing 50 acres, more or less.

EXCEPTING FROM SAID TRACT THREE a parcel containing [illegible] of an acre, more or less described as;

Beginning at a point north 60° east [illegible] from the [illegible] of James Loomis [illegible]; thence south 20° east [illegible] feet; thence north [illegible] feet; thence north 22° 30' west [illegible] feet; thence south [illegible] east [illegible] to the place of beginning. A right of way to O W R & N Company, described in [illegible] company vs. William Gatton judgment No 35655, January 25th, 1906.

TRACT NUMBER FOUR

A tract of land in Sections 35 and 36 described as;

Commencing at a point in division line between the southwesterly and northeasterly halves of the James Loomis D L C 25 chains from the northwest end of said line; thence south 22° 31' east along said division line [illegible] chains; thence north [illegible] east [illegible] chains thence northerly 22° 30' west 27.5[illegible] chains; thence south [illegible] west [illegible] chains to place of beginning. EXCEPTING from said tract four the right of way of the O W R & N Company, described

in decree in suit of said company vs. William Gatton, Judgment No 35655 January 25th, 1905 a portion of said Tract Four is also in Sections 1 and 2, Tp 1 N R 1 W W M.

TRACT NUMBER FIVE

A tract of land in Section 35 described as:

Beginning in the east line of the said James Loomis D L C 25 chains southeasterly from the north corner thereof; thence south 60° west 20 chains; thence north 22° 30' west 50 links; thence north 60° east 20 chains to easterly line of said Loomis claim; thence south 22° 30' west tracing said claim line 50 links to place of beginning.

TRACT NUMBER SIX

Beginning in division line of said James Loomis D L C 24.60 chains south 22° 30' east of northerly end of said division line; thence south 83° west 410 feet, more or less to center line of railway of the O W R & N Company; thence northeasterly along said center line to the division line; thence south 22° 30' east along said division line about 200 feet more or less, to place of beginning, EXCEPTING from said Tract Six the right of way of said railway being 50 feet wide on the southerly side of said center line in said Section 35.

TRACT NUMBER SEVEN

A tract of land in Sections 35, described as:

The northeast quarter of the northeast quarter (NE¼ of NE¼) and block or lot NO 7 of said section, containing 83.7 acres.

TRACT NUMBER EIGHT

The tract of land in Section 35 described as:

Commencing 40 chains south 5 chains east of the corner of Sections 22, 23, 26 and 27 T 2 N R 1 W., thence South 12½° 24 chains, South 5° East 12.80 chains, South 25° East 10 chains, South 35° East 11.60 chains, South 35° East 33 chains, South 58° east 4.50 chains, North 67° East 5.50 chains, North 18° West 22.30 chains, North 60° East 22 chains, North 77½° E 15 chains, North 51½° East 12 chains, North 15° West 10.20 chains, North 40° East 9.20 chains, North 65½° East 4 chains; thence West 45 chains; thence North 20 chains; thence West 20 chains; thence South 20 chains; thence West 15 chains to beginning, containing 318.50 acres. ALSO all accreted swamp or overflowed land in Section 35 T 2 N R 1West as aforesaid and all that portion of Ramsays Lake and any of the arms thereof which is appertaining to the land hereinbefore described.

The foregoing lands are also described as being tax lots Numbers 3, 4, 5, 6, 7, 9, 10, 11, 13, 14, part of 12 in Sec 26, Tp 2 N R 1 West and part of 1 in Sec 35 Tp 2 N R 1 West in Multnomah County, State of Oregon, according to the assessment roll thereof for the year 1925 to which reference is made for the accurate description thereof.

All of the aforesaid tracts of land are in Township 2 North Range 1 West Multnomah County, Oregon, except a portion of Tract Number Four which is in Township 1 North Range 1 West Willamette Meridian, Multnomah County, Oregon.

TRACT NUMBER NINE

The East half of Lot One (1) in subdivision of Block "A" Oak Park Addition now within the corporate limits of the City of Portland, Multnomah County, Oregon, as shown by the duly recorded plats thereof.

TRACT NUMBER TEN

Lots 23 and 24 in Block 4 in Chipman's Addition;

Lots seven (7), eight (8), nine (9), and ten (10), in Block three (3) Hill's Addition all within the corporate limits of the City of Portland, Multnomah County, Oregon, as shown by the respective plats thereof.

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(ALSO all riparian rights appurtenant to the aforesaid land, or any thereof and all land added or accrued thereto by accretion or otherwise and all land owned by William Gatton at the time of his death situated in Multnomah County, Oregon, not sold or conveyed by the executors of the estate of the said William Gatton after his death

Rec for record Oct 19, 1926 at 11:19 A M)

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M T #52338 a4/15

McKENZIE ET AL (BY SHERIFF) TO BURCHELL ET AL

THIS IS TO CERTIFY That by virtue of a writ of execution in foreclosure issued out of the Circuit Court of the state of Oregon for the County of Multnomah, to me directed, dated the 16th day of September 1925 upon a judgment and decree recovered in the said Court on the 11th day of September 1925 in favor of H N Burchell, Plaintiff and against George McKenzie and Matt Mouss, Defendants, Commanding me to make sale of all the right, title and interest of the above named Defendant in and to the following described real property, situated in the County of Multnomah and State of Oregon to-wit;

The east ten (10) acres of the following described parcel of land: being a portion of the Levi W Nelson and Nancy J Nelson, his wife, D L C No 49, Notification No 5628 in the southwest quarter (SW¼) of section 3 T 1 south of range 2 east of the Willamette Meridian in the County of Multnomah, Oregon and bounded as follows;

Beginning at a point in the center of the county road known as the Section Line road in said county, at the southeast corner of a tract of land conveyed by John W Minto, Jane G Bell and Miles Bell, her husband to Philo Holbrook by deed recorded at page 160 of book 159 of Records of Deeds for Multnomah County, Oregon, and running thence easterly along the center of said Section Line road about 29.17 rods to a point midway between the point of beginning herein (and the east line of the said Levi W Nelson D L C); thence northerly about 82½ rods to a point in the north line of a tract of land formerly owned by said John W Minto and Jane G Bell and which said tract was conveyed to them by A C Edmunds and wife by two (2) certain deeds, recorded at page 68 of Book 116 and page 230 of Book 157 of said Records of Deeds of Multnomah County, and which last mentioned point is midway between the east line of said Levi W Nelson D L C and the northeast corner of the tract of land above mentioned which was conveyed to said Philo Holbrook; thence westerly along the north line of said tract formerly owned by John W Minto and Jane G Bell, about 29.17 rods to the northeast corner of said tract of land conveyed to said Philo Holbrook; thence southerly about 82 1/3 rods to the place of beginning, containing 15 acres and being the same lands described at page [illegible] of Book 269 in said Deed Records to William [illegible], recorded October 31, 1901; said tract is about 82 1/3 rods north and south by about 19.44 2/3 rods east, and west and extending about 19.44 2/3 rods west from the east line of the tract above described.

And after duly advertising the same as required by law, by posting printed notices of the time and place of the sale thereof in three public places in Multnomah County Oregon, for four successive weeks previous to the day of sale and by publishing the same in the Sunday Welcome, a weekly newspaper of general circulation published in said Multnomah County Oregon once each week, for the same time, by all of which said notices and publications the said premises were particularly described and advertised to be sold at public auction, at the east front door of the County Court House, in Portland, Multnomah County, Oregon, subject to redemption to the highest bidder therefor, on the 15th day of October 1925 at the hour of [illegible] at which time and place [illegible], subject to redemption the above described real property at [illegible]

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T M HURLBURT,
Sheriff of Multnomah County, Oregon

By L L Scott, Deputy

For and in consideration of the sum of one thousand five hundred sixty-seven dollars and seventy one cents ($1567.71) to me this day in hand paid by Elizabeth G Williams I, the undersigned being thesame person as H N Burchell named in the within certificate hereby sell, assign, transfer, convey and set over unto said Elizabeth G Williams all of my right, title, interest and estate in and to the within sheriff's certificate and hereby authorize and instruct the sheriff of Multnomah County, Oregon, to issue and deliver to said Elizabeth G Williams, the sheriff's deed conveying to her the within described real estate after the expiration of the period of redemption.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 4th day of November, 1926.

Done in the presence of;

W O Sims H N Burchell (Seal)

E C Moore

STATE OF OREGON

COUNTY OF MULTNOMAH SS

BE IT REMEMBERED That on this 4 day of Nov 1926 before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named H N Burchell who is known to me to be the identical person described in and who executed the foregoing assignment and acknowledged to me that he executed the same freely and voluntarily

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

(Notarial Seal) W O Sims

My commission expires June 10-1927 Notary Public for Oregon

Rec for record Nov 4, 1926 at 1:03 P M

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1076/107

M T #49518

McCLURE ET AL (BY GUARDIAN) TO THE WILLIAM GATTON ESTATE CO

KNOW ALL MEN BY THESE PRESENTS that whereas, on the 11th day of March 1926 Honorable George Tazwell, Judge of the Circuit Court of the State of Oregon for the County of Multnomah, department of the [illegible], made [illegible] authorizing and directing Alexander J McClure as guardian of the estates of John A McClure and Norman McClure, minors to sell all of the estate, right, title and interest owned by said minors and each of them, namely, each an undivided one-twenty-third (1/23) part of and interest in all of the real property described in the sheets of paper attached hereto marked "EXHIBIT A" incorporated in and made apart hereof which said order was duly entered in Journal 42, Page 247 records of said court,

AND WHEREAS pursuant to said order notice was posted in three public and conspicuous places in Multnomah County, Oregon on the 13th day of March, 1926 and was published in The Sunday Welcome, a weekly newspaper of general circulation printed, published and circulated in said county and state and having a general circulation in said county and state,

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 once a week for four consecutive weeks and was first published in said paper on the 13th day of March 1926, in all of which notices it was stated that said guardian would, on and after the 12th day of April 1926 offer for sale and would sell for cash to theperson or persons offering the highest price therefor, all of the aforesaid property to-wit; the undivided 1/23 part owned by each of said minors in said property herein or in said exhibit described.

AND WHEREAS said guardian received an offer from The William Gatt Estate Company to purchase the interest of each of said minors in said property for Twelve Thousand Four Hundred Ninety Nine and 50/100 ($12,499.50) Dollars, each to be paid in cash or as might be required by the guardian, or directedby the court, whichsaid offer was accepted by said guardian,

AND WHEREAS the return of sale of said property was by said guardian duly filed with the county clerk of Multnomah County, Oregon, on the ....day of July 1926 and no objections thereto or to the sale of said propertyhave been made,

AND WHEREAS on the .....day of September 1926 the sale of said property to The William Gatton Estate Company at the aforesaid price was duly confirmed by the said Honorable George Tazwell, as judge of said court,

AND WHEREAS the price offered therefor and acceptedes aforesaid has been paid to said guardian,

NOW THEREFORE in consideration of the premises and the payment of the aforesaid purchase price to said guardian, said guardian, Alexander J McClure does by these presents, grant, bargain, sell and convey unto the said The William Gatton Estate Company its successors and assigns, all the estate, right, title and interest owned by said minors, John A McClure and Norman McClure in and to all of the real property described in said Exhibit "A" to-wit; an undivided one-twenty-third (1/23) part of and interest in the whole of said property owned by each of said minors.

TO HAVE AND TO HOLD the undivided one-twenty-third (1/23) part of said property owned by each of said minorsunto the said The William Gatton Estate Company, its successors and assigns, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the intention being to sell, and there has been sold and is conveyed allof the estate, right, title and interest of every character owned by said minors and each of them in and to all of the real property owned by their grandfather, William Gatton, Deceased situated in Multnomah County, Oregon, whether herein particularly described or referred to or not, which has not been heretofore sold and/or conveyed by the executors of the Last Will and Testament of the said William Gatton, deceased.

IN WITNESS WHEREOF I, Alexander J McClure, as guardian of the estate of said minors pursuant to the aforesaid order of confirmation, have hereunto set my hand and seal this 28 day of September, 1926.

In the presence of; Alex J McClure (Seal)

George JFerkins Guardian of the Estates of (b) [redacted] minors.

Genevieve Andrews (6)

STATE OF OREGON)

COUNTY OF MULTNOMAH) SS

BE IT REMEMBERED That on this 28th day of September 1926 before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named Alexander J McClure, Guardian of the Estates of John A McClure and Norman McClure, minors, who is known to me to be the identical person described in and who executed the within instrument and acknowledged to [illegible] executed the same, as such guardian, freely and voluntarily for

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the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have hereunto set my hand and Notarial Seal the day and year last above written.

(Notarial Seal) Geo J Perkins

My commission expires April 11, 1929 Notary Public for Oregon

EXHIBIT "A"
TRACT NUMBER ONE

The Donation Land Claim of (b) (6) [redacted], his wife being Claim No 43, situated in Sections 34, 35 and 36 described as;

Beginning at a point 19.15 chains north of the southwest corner of the northwest quarter of Section 36, T. 2 N R 1 West; thence north 1.00 chains; thence west 81.32 chains; thence south 31° east 5.25 chains; thence south 32° 30' east 26.50 chains; thence 30° 30' east 12.75 chains; thence south 36° 30' east 5.50 chains; thence south 16° 31' east 15.50 chains; thence north 60° east 72 chains; thence north 20 chains; thence west 11.46 chains to place of beginning, containing 319.84acres, together with all riparian rights appertaining thereto.

EXCEPTING from said TRACT ONE the following portions;

(a) A parcel consisting of about four (4) acres, described as:

Commencing at the Northeast corner of the William Gatton Donation Land Claim thence south 10.50 chains to the Columbia Slough; thence north 54° west 7 chains; thence north 10½° west 2 chains; thence north 55° east 4.50 chains ; thence north 21° east 2.69 chains; thence east 1.30 chains to beginning.

(b) A parcel described .

Commencing at the Southeast corner of the William Gatton Donation Land Claim running thence South 60° west tracing claim line 10.50 chains; thence north 22° 30' west 52 links; thence north 60° east to a point 52 links west of the east line of said claim; thence north parallel with the east line of said claim about 9 chains to the north side of Columbia Slough; thence easterly tracing the line of said slough to a point in the east line of said claim; thence south 9.15 chains to place of beginning; ALSO a tract described as follows;

Commencing at a point of intersection of the extension of the south line of the William Gatton D L C with the line between the T 2 N and T 1 N R 1 W; thence south 60° west 377 feet more or less,to low water line of the Willamette River; thence northwesterly following low water line to the intersection with the north line of Section 2 T 1 N R 1 W; thence east 472 feet, more or less to place of beginning.

(c) A parcel containing about 8.089 acres described as;

Beginning at a point on the southerly line of the William Gatton Donation Land Claim in Section 35 Township 2 North, Range 1 West of Willamette Meridian, and north 60° east 173.21 feet distant from the southwest corner of the said William Gatton Donation Land Claim and running thence north 60° east along the southerly line of said William Gatton Donation Land Claim 537.72 feet to a point; thence west parallel to the northerly boundary of the City of Portland 1600.81 feet to a point in the Harbor line in the Willamette River; thence south 26° 17' 40½" east along the said Harbor line 300 feet to a point; thence east parallel to the northerly boundary line of the City of Portland 1004.52 feet to the place of beginning containing 8.089 acres, more or less

(d) A parcel containing about 1.327 acres, described as:

Commencing at the point of intersection of the extension or projection of the south boundary line of the William Gatton D.L.C. with the south boundary line of Section 35

110 Township 2 North of Range 1 West of Willamette Meridian, which south boundary line of Section 35 forms the north boundary line of the City of Portland, which point of intersection is located on the northerly boundary lineof that certain tract of land owned by the City of Portland, and used by it as and for Portland Municipal Terminal No 4 and is 185.27 feet distant south 60° west from the southwest corner of the William Gatton D L C; running thence north 60° east along the northerly boundary of said Terminal No 4 a distance of 358.4 feet; thence running westerly and parallel with thenortherly boundary of the City of Portland, 1004.52 feet to a point in the harbor line of the East Bank of the Willamette River; thence southeasterly following said harbor line to its intersection with the northerly boundary line of the City of Portland; thence easterly along the northerly boundary line of the city of Portland 606.90 feet to place of beginning, containing 3.327 acres of land, being in the Donation Land Claim of William Gatton, in Multnomah County, State of Oregon.

(e) A parcel containing 49.67 acres, more or less, described as:

Beginning at a point in the south boundary line of the William Gatton D L C which south boundary line of the William Gatton D L C forms the north boundary line of that certain tract of land owned by the City of Portland and used by it as and for Portland Municipal Terminal No 4 said point of beginning being north 60° east 2378.27 feet distant from the southwest corner of said William Gatton D L C; running thence westerly on a line parallel with the northerly boundary of the city of Portland to a point in the low water line of the Willamette River; thence running southeasterly along the low water line of the Willamette River to a point on a line parallel to and distant 450 feet, more or less measured at right angles from the north boundary of the City of Portland, said city boundary line being the township line between Section 35 Tp 2 N of R 1 West of Willamette Meridian and Section 2 Tp 1 N of R 1 West of Willamette Meridian; thence running easterly along line parallel to and distant 450 feet more or less measured at right angles to the above described northerly city boundary line to a point in the south boundary line of the William Gatton D L C; distant N 60° E 710.93 feet from the southwest corner of the William Gatton D L C; thence running N 60° East 1657.34 feet along the south boundary line of the William Gatton D LC., which south boundary line forms the North boundary line of Portland Municipal Terminal No 4 to the point of beginning.

TRACT NUMBER TWO

A tract of land in Section 36 described as:

Commencing at the northwest corner of said Section 36; thence south 21 chains thence east 8. chains; thence north 23½° east 4.15 chains; thence north 14° 4 chains; thence north 44° east 17 chains to place of beginning, containing 17 acres, more or less

TRACT NUMBER THREE

A tract of land in Section [illegible] described as:

Commencing at the northerly end of division line between the half of the D L C of James Lownsdale and wife in Tp 2 N R 1 E; belonging to James Lownsdale and the half set apart to his wife; thence north 60° east along said claim line 30 rods; thence south 22° 30' east 100 rods parallel with said division line; thence south 60° west parallel with said first line 80 rods; thence north 22° 31' west along said division line to place of beginning, containing 50 acres, more or less.

EXCEPTING FROM SAID TRACT THREE a parcel containing .75 of an acre more or less described as:

Beginning at a point north 21° east 2 chains from the southerly corner of James Lownsdale D L C; thence south 21° east 6[illegible] feet; thence north 60° east 6[illegible] feet; thence north 21° 30' west [illegible] feet; thence south 60° west [illegible] feet to place of beginning.

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A right of way to O W R & N Company described in decree in suit of said company vs. William Gatton judgment No 35655 January 25th 1906.

TRACT NUMBER FOUR.

A tract of land in Sections 35 and 36 described as:

Commencing at a point in division line between the southwesterly and northeasterly halves of the James Loomis D L C 25 chains from the northwest end of said line; thence south 22° 31' east along said division line 27.50 chains; thence North 60° east 22.40 chains; thence northerly 22° 30' west 27.50 chains; thence south 60° west 22.40 chains to place of beginning, EXCEPTING from said tract Four the right of way of the O W R & N Company, described in decree in suit of said company vs. William Gatton, judgment No 35655 January 25th, 1906. A portion of said Tract Four is also in Sections 1 and 2 Tp 1 N R 1 W W M

TRACT NUMBER FIVE

A tract of land in Section 35 described as:

Beginning in the east line of the said James Loomis D L C 25 chains southeasterly from the north corner thereof; thence south 60° west 20 chains; thence north 22° 30' west 50 links; thence north 60° east 20 chains to easterly line of said Loomis claim; thence south 22° 30' east tracing said claim line 50 links to place of beginning.

TRACT NUMBER SIX

Beginning in division line of said James Loomis D L C 24.60 chains south 22° 30' east of northerly end of said division line; thence south 83° west 410 feet more or less to center line of railway of the O W R & N Company; thence northwesterly along said center line to the division line; thence south 22° 30' east along said division line about 200 feet more or less to place of beginni EXCEPTING from said Tract Six the right of way of said railway, being 50 feet wide on the southerly side of said center line in said Section 35.

TRACT NUMBER SEVEN

A tract of land in Sections 35 described as:

The northeast quarter of the northeast quarter (NE¼ of NE¼) and block or lot No 7 of said section, containing 83.7 acres.

TRACT NUMBER EIGHT

The tract of land in Section 35 described as:

Commencing 40 chains south 5 chains east of the corner of Sections 22, 23, 26 and 27 T 2 N R 1 W; thence South 12½° W 9.24 chains, South 5° east 12.80 chains, South 25° East 10 chains, South 35° East 11.50 chains, South 35° East 33 chains, South 58° east 4.50 chains; North 67° East 6.50 chains, North 18° West 23.30 chains, North 60° East 22 chains, North 77½° E 13 chains, North 51½° East 12 chains, North 15° West 10.20 chains, North 40° East 9.20 chains North 65½° East 4 chains; thence West 45 chains; thence North 20 chains; thence West 20 chains; thence South 8 chains; thence West 15 chains to beginning, containing 319.51 acres. ALSO all accreted marsh or overflowed land in Section 35, T 2 N R 1 West as aforesaid and all that portion of Ramsays Lake and any of the arms thereof which is appertaining to the land hereinbefore described.

The foregoing lands are also described as being tax lots Numbers 3, 4, 5, 6, 7, 9, 10, 11, 13, 14, part of 12 in Sec 26 Tp 2 N R 1 West and part of 1 in Sec 35 Tp 2 N R 1 West in Multnomah County, State of Oregon according to the assessment roll thereof for the year 1923 to which reference is made for the accurate description thereof.

All of the aforesaid tracts of land are in Township 2 North Range 1 West Multnomah County, Oregon, except a portion of Tract Number Four which is in Township 1 North, Range 1 West Willamette Meridian, Multnomah County, Oregon

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TRACT NUMBER NINE

The East half of lot one (1) in subdivision of Block "A" Oak Park Addition now within the corporate limits of the City of Portland, Multnomah County, Oregon as shown by the duly recorded plats thereof.

TRACT NUMBER TEN

Lots 23 and 24 in Block 4 in Chipman's Addition;

Lots seven (7) eight (8) nine (9) and ten (10) in Block three (3) Hill's Addition, all within the corporate limits of the City of Portland, Multnomah County, Oregon as shown by the respective plats thereof.

ALSO all riparian rights appurtenant to the aforesaid land, or any thereof, and all land added or accrued thereto by accretion or otherwise and all land owned by William Gatton, at the time of his death situated in Multnomah County, Oregon, not sold or conveyed by the executors of the estate of the said William Gatton after his death.

Rec for record Oct 19, 1926 at 11:18 A M

---oOo---

M T #9740

RASMUSSEN ET UX TO DEL REY INV CO

KNOW ALL MEN BY THESE PRESENTS That E M Rasmussen and Maude S Rasmussen, husband and wife, City of Portland, State of Oregon in consideration of Ten ($10.00) Dollars to them paid by Del Rey Investment Company, an Oregon corporation of City of Newberg, State of Oregon have bargained and sold and by these presents do grant, bargain, sell and convey unto said Del Rey Investment Company, its successors and assigns, all the following bounded and described real property situated in the County of Multnomah and State of Oregon:

Lots one (1) two (2) fourteen (14) and fifteen (15) in block two (2) Sandy Road Place, and a strip 12 feet wide adjoining the entire west side of said lots, which has heretofore been an alley but is now vacated, all within the corporate limits of the City of Portland

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all their estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described granted premises unto the said Del Rey Investment Company, an Oregon corporation, its successors and assigns forever. And E M Rasmussen and Maude S Rasmussen, husband and wife, grantors above named do covenant to and with Del Rey Investment Company an Oregon corporation, the above named grantee, its successors and assigns that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, excepting a mortgage for the sum of forty five thousand ($45,000.00) dollars now a lien upon said property in favor of Provident Mutual Life Insurance Company, which mortgage the grantee assumes and agrees to pay as part of the purchase price hereof, and that they will and their heirs, executors and administrators shall warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever except said mortgage.

SCHN00316566

588/508 Feb 11 1941

3692

Wd $10 Feb 7 1941 ($43.45 IPS Canc)

The William Gatton Estate Company, a corp of Oregon,& (b) (6) [redacted], a bachelor, to Oregon Shipbuilding Corporation, a corp of Delaware

GBSC the fol desc parcels of re in MCO t/w;

(A) Baap on the Harbor Ln of the Willamette River in Sec 35, T2N R1W WM wch is the SWly cor of t ctn parcel of lnd referred to as Tract A in t ctn dd frm The William Gatton Estate Company,an Ore corpn,& (b) (6) [redacted], a bach,to Northwest Oil Co., an Ore corpn,dt Apr 30 1938,& rec May 25 1938,in Bk 450 on pg 56 of the Dd Records of MCO;th Ely alg & in the directn of the Sly lnof sd Tract A a dist of 3150 ft; NWly & pll to sd Harbor Ln a dist of 1300 ft;th Wly pll to sd Sly lnof sd Tract A to the Harbor ln of the Willamette River; th SEly alg sd Harbor ln to the pob;exc the ptn of sd parcel desc as fol;

Baap in the S lnof William Gatt DLC as sm is defined by a ln rung frm the most Sly cor of sd DLC to an ip set for the N end of the division ln of the James Loomis DLC, sd pt bg 2378.97 ft Ely frm the most Sly cor of sd William Gatton DLC; th N 89°53' W pll to the S lnof sd Sec 35,2624.40 ft;th N 26°17'40" W 790.95 ft to true pt of begg of tract to be conveyed; th S 63°42'20" W at r/a to last desc course 752.10 ft m/l to the Harbor Ln of the Willamette River;th S 26°17'40" E alg Harbor Ln 417.42 ft m/l to the N ln extendd of a tr of lnd conveyed by Thurston Gatton et al as Exrs of the est of William Gatton,decd,to the City of Portland,by dd rec in Bk 1022 pg 84 Dds;th S 89°53' E alg sd extn & sd ln 839.75 ft m/l to an intx wi a ln rung S 26°17'40" E frm pob;th N 26°17'40" W 790.95 ft to pob.

(b) Ba the intx of the Sly lnof sd Tract A in sd dd hereinbefore referred to dt Apr 30 1938,& the Harbor Line of the Willamette River;th NWly alg sd Harbor Ln a dist of 1300 ft to the true pob of the ppty herein desc;th Ely & pll to sd Sly ln of sd Tract A a dist of 979.698 ft;th NWly & pll to sd Harbor Line a dist of 435.866 ft;th SWly to the true pob.

& also all of its & his est,RTI at law & equity thin & thto;providd howevr,t the gtors reserve to themselves & their respective successors,hrs & assigns the fol;

1. A r/w for road pps not lss thn 25 ft in width over & across & near the Ely end of the parcel desc in (a) hereof,& in a Nly & Sly direction,to permit the gtors to have ingress to & egress frm real ppty owned by the gtors contiguous to & Nly of the rp herein desc & conveyed. The location of sd r/w for rd pps shall be determined by the gtee & shall be so loc t it will not produce any unnecessary inconvenience to the gtee its s&a in the occupancy & use of the rp hereby conveyed. The gtee its s&a shall hv use of sd r/w for road pps in common wi the gtors for ingress to & egress frm any lnd hereby conveyed or any lend hereaftr acquired by the gtors contiguous thereto.

2. A r/w for road pps not less thn 25 ft in width adjoing & Sly of the Nly ln of the parcel of lnd ist abv desc,extendg frm the intx of the r/w referred to in paragraph 2 hereof, to a pt on sd Nly ln 979.698 ft Wly of the Harbor ln of the Willamette River,to permit the gtors their respective successors hrs & assigns,to hv ingress to & egress frm ppty now owned by gtors contiguous to & Nly of the rp herein desc & conveyed. The gtee shall hv use of sd r/w for road pps in common wi the gtors for ingress to & egress frm any lnd hereby conveyed,or any lnd hereinaftr acquired by gtee contiguous thto.

cont;

Feb 11 1941

3692 cont;

The gtee shall hv the ri to grant to others a common use of sd r/w for any purpose.

3. A r/w for a railroad track over & across & near the Ely end of the parcel desc in (a) hereof, & in a Nly & Sly directn, to permit the gtors to hv ingress to & egress frm r owned by the gtors contiguous to & Nly of the rp herein desc & conveyed. The location of sd r/w for a railroad track shall be determined by thegtee & shall be loc & established so t it will not produce any unnecessary inconvenience to the gtee, its s&a, in the occupancy & use of the rp hereby conveyed. The gtee, its s&a shall hv use of sd r/w for a railroad track in common wi the gtors for ingress to & egress frm any lnd hereby conveyed or any lnd hftr acquired by the gtors contiguous thto. If the gtee shall construct any railroad tracks on the ppty hereby conveyed & shall permit use by gtors of railroad tracks so constructed by gtee in the exercise of the rights reserv'd in this paragraph 3 by the gtors, the gtee, its s&a, may nevertheless remove at any tm any ties, rail, other track material, & all rpty constituting a part of sd railroad track so constructed by the gtee or may change the location thereof at its sole convenience & thereftr remove sd track at any tm.

sd real est is free frm all encmbrs exc the fol;

1. The restrns as to the use thereof in t ctn dd frm the gtors to Northwest Oil Co., an Ore corpn, dt Apr 30, 1938, rec May 25 1938, in R3 Dd Bk 450 pg 56 of Records MCO & the gtee accepts this conv subj to sd restrns, & other rights of way therein granted.

2. The rights of sd Northwest Oil Co. as assignee of t ctn lease frm the gtors herein named to M & M Wood Working Company, dt July 28 1937, relatg to waters of the Willamette River in front of the ppty hereby conveyed;

3. The easements & rights of way of Portland General Electric Company or of any other corpn rendering public service over & across sd ppty.

4. The rights of the State of Oregon in & to t ptn thof lyg below low water mark of the Willamette River; & as to the ptns of the parcels hereby conveyed lyg betw sd low water mark & sd Harbor Line the gtors hereby convey only such estate, ri & int as they own or are entitled to exercise.

5. Txs upon the rp lst hereinabv desc due & pbl in yr 1941 & in subsequent yrs.

Warrant exc the afsd exceptions & reservs.

& for the cons abv stated, the gtors GBSC unto gtee, a ri of way for road pps not more than 50 ft in width over land owned by the gtors extendg Ely frm the Ely lnof the tract lst hereinabv desc in (a), alg & to the N of an extn of the Sly ln of sd tract desc in (a) to the Sly nof the William Gatton DLC & alg the present private roadway now used by Northwest Oil Co. in so far as sd 50 ft strip lies wi the limits of lnd owned gtors. The ri of way hereby granted is subj, howevr, to the provis relatg to the common use thereof as set forth undr Tract B in t ctn dd dt Apr 30 1938, frm the gtors to Northwest Oil Co. hereinabv referred to.

Sig The William Gatton Estate Company, by Ross Gatton, Pres,
Attest Joe X Brooks, Secy, corp seal
Ack Feb 7 1941 in MCO by sm.
Sig (b) (6) [redacted], Ack by sm Feb 7 1941

SCHN00316568

MCO, appertaining to the rights of the gtrs to receive compensation for petroleum products moved over or stored upon any of the lds desed in sd d; provdd,hwvr, t the reevn expressed in this sentence shall undr no circumstances whetsoever constitute an encumb or lien or cloud upon the ti of any ld now or hrftr owned or lsd by the Gtee;

3. Txs upon the rp first hinabv dosed due and pbl in the yr 1942 and in subse yrs. The Gtrs expressly undrtk and agree to py txs upon sd rp due and pbl in the yr 1941 and all prior yrs;

4. The rights of the State of Oregon in and to t ptn thof lyg below low-water mark of the Willamette River; and as to the ptns of the parcels hby cyd lyg bet sd low-water mark and sd Harbor Line the Gtrs hby cy only such est, right and int as they own or are entitled to exercise.

5. Rights of way, if any, of corpns rendrs public utility service.

wnts.

Sig Northwest Terminal Co. By C Edward Miller, Pres. Corp Seal
Attest H F Morrison,Secy. Ack,Sm. Feb 11, 1941.
Sig Northwest Oil Co. By H F Morrison,Pres.
Attest C Edward Miller,Secy. Corp Seal. Ack,Sm.Feb 11 1941.

3691 588/500 WD $10 Feb 8 1941 ($5.50 IRS canc).

Oregon Shipbuilding Corporation, a corp of Del to Northwest Terminal Co., a corp of Ore.

GBSG fdro in MCO, t/w:

Baap 910.672 ft NWly, measd alg the Harbor Line of the Willamette River, frm the SWly cor of t cert parcel of ld refrrd to as Tract A in t cert d frm The William Gatton Estate Company, an Ore corp, and (b) (6) [redacted], a bachelor, to Northwest Oil Co., an Ore corp, dt Apr 30, 1938, and rec May 25 1938, in Bk 450 pg 56 of the D Recs of MCO (wch sd SWly pt is a pt on sd Harbor Line); th Ely and pll to the Sly ln of sd Tract A in sd d dt Apr 30 1938, a dist of 279.698 ft; th NWly and pll to sd Harbor Line a dist of 825.194 ft; th in a dir at r/a to sd Harbor Ln a dist of 877.40 ft to the intx of sd course w sd Harbor Line; th SEly alg sd Harbor Line a dist of 389.328 ft to the pob, contg 12.23 acs, m/l;

and also, all its est,rti at law and equity thin and thto.

And for the cons abv stated, the Gtr does hby gt to the Gtee, its s/a, the folg:

1. A r/w for a rdwy 25 ft wide begg at the pt where the present rdwy frm the county rd (wch is an exten of N Burgard Ave) now used by the Gtee for access to sd Tract A desed in sd d dt Apr 30 1938, passes the Ely end of ppty df;

cont'd.

SCHN00316569

3691 cont'd.

Baap on the Harbor Line of the Willamette River in Sec 35, T2N, R1W, WM, wch is the SWly cor of t cert parcel of ld refrrd to as Tract A in t cert d frm The William Gatton Estate Company, an Ore corp, and (b) (6) [redacted], a bachelor, to Northwest Oil Co., an Ore corp. dt Apr 30 1938, and rec May 25 1938, in Bk 450 pg 56 of the D Recs of MCO; th Ely alg and in the direction of the Sly ln of sd Tract A a dist of 3150 ft; th NWly and pll to sd Harbor Line a dist of 1300 ft; th Wly pll to sd Sly ln of sd Tract A to the Harbor Line of the Willamette River; th SEly alg sd Harbor Line to the pob;

th across and near the Nly end of sd parcel last desd to the intx w the Nly ln of the parcel last desd; th Wly adjng and Sly of sd Nly ln of the parcel last desd until sd r/w reaches the parcel first hinabv desd. The Gtr gts to the Gtee, its s/a, a permanent esmnt over the site of sd rd when finally located and estabd for access to the ppty first hinabv desd, provdd,hwvr, t the Gtr may, frm tm to tm, change the location of sd road if, in mkg such change, it shall relocate sd rd in a suitable location to permit access to sd ppty first hinabv desd, and shall reconstruct sd rd and the surface thof in a cond substantially the sm as t of the rd abandoned or relocated, and shall, during such reconstruction, afford suitable ingress and egress to the Gtee to care for the normal conduct of the bus of the Gtee. The Gtr reserves the ri to gt to others a common use of sd r/w for rd purps for access to ppty now owned by sd The William Gatton Estate Company and George G Gatton lyg to the N of sd rd and of the ppty first hinabv desd and no other, and reserves the right to use sd r/w for rd purps for access to any ppty wch shall be owned or lsd by the Gtr.

2. The Gtr gts to the Gtee a suitable esmnt or r/w for a railroad track across the parcel ~~xxxx~~ specifically desd in the foregoing paragraph 1 or across any oth ld wch may hrftr be acquired by the Gtr in Sec 35, T2N, R1W of the WM, in MCO, for access to the ppty first hinabv desd. The location of sd railroad r/w or esmnt shall be at a pl or location t will connect any railroad tracks wch may be estabd or mtnd on or across any part of the ld owned by the Gtr in sd Sec, but shall be at a pl or location t will not work any unnecessary inconvenience to the owners or occupants frm tm to tm of any ld now or hrftr owned by the Gtr in sd Section. The Gtr, its succs or asgns, may gt to others common use of sd railroad esmnt for access to any ppty now owned by The William Gatton Estate Company and (b) (6) [redacted] and no oth, and shall rv unrestricted use of any such railroad tracks in common w the Gtee, its s/a, so long as required as a means of ingress and egress to and frm any ppty now or hrftr owned or lsd by the Gtr in sd Sec or adjacent thto.

3. The Gtr gts to the Gtee, its s/a, permanent esmnts at suitable locations over lds now or hrftr owned by the Gtr for utility services to the ld first hinabv desd for electricity, telephone,water, and similar public utility services, and shall, upon the request of the Gtee, its s/a succ or asgns, gt such esmnts directly to public utility corporations or others rendering public utility service to the ld first hinabv desd.

As a part of the cons moving frm the Gtee to the Gtr, the Gtr covs and agrees w respect to all ld now or hrftr owned by the Gtr and acquired by the Gtr frm ~~xx~~ lds now owned by the sd The William Gatton Estate Company and (b) (6) [redacted], incg sd Tract A desd in sd d dt Apr 30 1938, t it, the Gtr, will not, directly or indirectly, conduct any petroleum products business upon sd ld or any part thof, wholesale or retail,

SCHN00316570

3691 cont'd;

or permit or allow any such bus to be conducted upon all or any ptn of sd lds, or permit or allow any petroleum products to be stored upon or moved across sd lds or any ptn thof, and t if it sells, leases, or othwi disposes of sd lds or any ptn thof, it will not permit any purcher or lsee to do or suffer to be done any of the acts hinabv set forth in this paragraph, and will insert in any d or ls or oth inst a resr agst the use of sd lds or any of them for the purps specified in this paragraph, and will insert a provision t sd resr is md for the several use and benefit of the Gtee and Northwest Oil Co., an Ore corp, and will insert provisions requiring such subseq gtees or lsees or oth persons acquiring any ri, ti or int in sd ld to insert lk conds and resrs in any ls, cont, d, or oth inst md by them or their representatives, heirs, succs or asgns to any person subseqly clmg urdr them or any of them. The provisions of this paragraph relatg to resrs as to the use of ppty shall be limited,hwvr, to a period to expire on Feb 2 1951. The provisions of this paragraph shall not be construed to restrict the Gtr or any subseq ownr of sd ppty or any ptn thof as to the source frm wch it or they may wish to buy petroleum products for use in any operations upon sd ld oth than the business of buying and selling petroleum products, either wholesale or retail, or [illegible] respect to rights to move and use on sd ld any petroleum products so purchased. The provisions of this paragraph shall not restrict the ri of the Gtr or any subseq owner of sd ppty to grant a r/w across lds owned by the Gtr, its succs or asgns, foraccess to any ld owned by sd The William Gatton Estate Company and (b) (6) (b) (6) , its and his succs, heirs and asgns, for any use wch sd The William Gatton Estate Company and (b) (6) may lawfully mk of any lds now owned by them, and this provisions shall be for the benefit of the succs. h/a of sd The William Gatton Estate Company and (b) (6) .

To H&H the ld first hinabv descd to the sd Northwest Terminal Co., its s/a fe;

t sd re is free frm all encumbs exc:

(a) The rights of Northwest Oil Co., an Ore corp, as asgnee of the int of M & M Wood Working Company as lsee undr t cert ind of ls dt July 28,1937,frm sd The William Gatton Estate Company and (b) (6) as lsrs to sd M & M Wood Working Company as lsee, whby the lsrs lsd to the lsee cert booming, moorage,wharfage,and oth riparian rights appurt to t cert tr of rp kwn as Tax Lots 1 and 5 in Sec 35, in T2N, R1W of the WM, sd tr hvg a frntg of approxly 2800 ft Nly of the N ppty ln of Municipal Terminal No. 4 of the City of Portland,in MCC;

(b) Txs upon the rp first hinabv descd due and pbl in the yr 1942 and in subseq yrs. The Gtr expressly undertakes and agrees to py the txs upon sd rp due and pbl in the yr 1941 and prior yrs;
(c) The rights of the State of Oregon in and to t ptn thof lyg below low water mark of the Willamette River; and as to the ptns of the parcels hby cyd lyg bet sd low water mark and sd Harbor Line the Gtrs hby cy only such est, ri and int as they own or are entitled to exercise.

wnts.

Sig By Edgar F Kaiser, VP. Atte[illegible] J F Reis[illegible] Corp Secr. Ack.

SCHN00316571

Dec 11 1943

39192 800/201 Wd $10 Nov 30 1943 ($6.60 IRS Canc)

Northwest Terminal Co., a corp of Oregon, to
United States of America,

GBSC the fol desc rp in MCO t/w;
Beap 910.672 ft NWly, measured alg the Harbor Line of the Willamette River, frm the SWly cor of t ctn parcel of lnd referred to as Tract A in that ctn dd frm The William Gatton Estate Company, an Ore corpn, & (b) (6) [redacted], a bachelor, to Northwest Oil Co., an Ore corp, dt Apr 30 1938, & rec May 25 1938, in Bk 450 pg 56 of Dds MCO (wch sd SWly pt is a pt on sd Harbor Line); th Ely & pll to the Sly ln of sd Tr ct A in sd dd dt Apr 30 1938, a dist of 979.696 ft; th NWly & pll to sd Harbor Ln a dist of 825.194 ft; th in a directn at r/a to sd Harbor ln a dist of 877.40 ft to the intx of sd course wi sd Harbor Line; th SEly alg sd Harbor ln a dist of 389.328 ft to the pob, containing 12.23 acres m/l.

& also all its est, RTI at law & equity therein & thereto.

sd real est is free frm all encmbrs, exc the fol;

1. The rights of the State of Oregon in & to that ptn thereof lyg below low water mark of the Willamette River;

2. Conds & restrns as to the storage, sale, etc. of gasoline or petroleum products, as contained in dd to Northwest Oil Co., an Ore corpn, rec May 25 1938, rec in Bk 450 pg 56 Dds of MCO;

3. Conds & restrns as to the storage, sale, etc. of gasoline or petroleum products, as contained in the dd to Northwest Terminal Co., rec Feb 11 1941, in Bk 588 pg 500 of the Dd Records of MCO; & sd restrns shall apply to the ppty hereby conveyed for the period stated in sd dd;

4. Rights of the Oregon Shipbuilding Corporation as lessee undr that ctn lease frm Northwest Terminal Co. dt Feb 11 1941, rec Feb 11 1941 in Bk 588 pg 479 Dds MCO.

Sig H F Morrison, VP, Attest Newton P Leeb, Asst Secy, corp seal Ack

800/205

SCHN00316572

& also all its [illegible]

sd real est is free frm all encmbrs, exc the fol;

1. The rights of the State of Oregon in & to that ptn thereof lyg below low water mark of the Willamette River;

2. Conds & restrns as to the storage, sale, etc. of gasoline or petroleum products, as contained in dd to Northwest Oil Co., an Ore corpn, rec May 25 1938, rec in Bk 450 pg 56 Dds of MCO;

3. Conds & restrns as to the storage, sale, etc. of gasoline or petroleum products, as contained in the dd to Northwest Terminal Co., rec Feb 11 1941, in Bk 588 pg 500 of the Dd Records of MCO; & sd restrns shall apply to the ppty hereby conveyed for the period stated in sd dd;

4. Rights of the oregon Shipbuilding Corporation as lessee undr that ctn lease frm Northwest Terminal Co. dt Feb 11 1941, rec Feb 11 1941 in Bk 588 pg 479 Dds MCO.

Sig H F Morrison, VP, Attest Newton P Lesh, Asst Secy, corp seal
Ack

800
39193 205 QCD $10 Dec 2 1943

Oregon Shipbuilding Corporation, a corp of Delaware to United States of America,

RRQC all its RTI in & to the fol dre in MCO t/w;

Ctns sm desc as No 39192 abv.

& in particular does hereby surrender & relinquish all its rights as lessee of ptns of sd ppty by virtue of that ctn lease frm Northwest Terminal Co. to Oregon Shipbuilding Corporation, dt Feb 11 1941 rec Feb 11 1941 in Bk 588 pg 479 Dds sd Co.

Sig Edgar F Kaiser, VP J F Reis, Secy, corp seal
Ack

800
39194 208 Release Dd for val cons Nov 30 1943

Northwest Oil Co., an Ore corpn (wch is the corpn designated in the document hereinaftr referred to as Northwest Oil Company, Inc.) to Northwest Terminal Co., an Ore corpn

cont;

SCHN00316573

Ctns sm desc as No 39192 abv.

& in particular does hereby surrender & relinquish all its rights as lessee of ptns of sd ppty by virtue of that ctn lease frm Northwest Terminal Co. to Oregon Shipbuilding Corporation, dt Feb 11 1941 rec Feb 11 1941 in Bk 588 pg 479 Dds sd Co.

Sig Edgar F Kaiser, VP J F Reis, Secy, corp seal
Ack

39194 800/208 Release Dd for val cons Nov 30 1943

Northwest Oil Co., an Ore corpn (wch is the corpn designated in the document hereinaftr referred to as Northwest Oil Company, Inc.) to Northwest Terminal Co., an Ore corpn

cont;

39194 cont; Dec 11 1943

(wch is the corpn designated in the document hereinaftr referred to as Northwest Terminal Company, Inc.),

For val cons to it pd rec ackn fp does hereby release & surrender its rights as lsee of rp sit in MCO daf:

Ctns sm desc as No. 39192

& particularly releases & surrenders its rights as lessee as referred to in that ctn document exec by Northwest Terminal Co., undr name Northwest Terminal Company, Inc., addressed to Douglas-Guardian Warehouse Corporation, dt Feb 24, 1941, rec Mar 6 1941 in PS Bk 37 pg [illegible] of Misel Records sd County.

Sig H F Morrison, Pres, Attest Newton P Lesh, Asst Secy, corp seal
Ack

39195 800/211 Release Dd $10 & other val cons Nov 30 1943

Northwest Oil Co., a corp of Ore to United States of America,

fp does her by release & relinquish to sd ap its s&e all rights wch the gtor has as assignee of t ctn lease dt July 28 1937 frm The William Gatton Estate Company, an Ore corpn, & (b) (6) (b) (6) to M. & M. Woodworking Company, an Ore corpn, insofar as rights undr sd lease pertain to ppty in front of ppty abutts on the Willamette River extending fr the SWly cor of the parcel

SCHN00316574

For val cons to it pd rec ackn fp does hereby release & surrender its rights as lsee of rp sit in MCO daf:

Ctns sm desc as No. 39192

& particularly releases & surrenders its rights as lessee as referred to in that ctn document exec by Northwest Terminal Co., undr name Northwest Terminal Company, Inc., addressed to Douglas-Guardian Warehouse Corporation, dt Feb 24, 1941, rec Mar 6 1941 in PS Bk 37 pg 897 of Miscl Records sd County.

Sig H F Morrison, Pres, Attest Newton P Lesh, Asst Secy, corp seal Ack

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39195 800/211 Release Dd $10 & other val cons Nov 30 1943

Northwest Oil Co., a corp of Ore to United States of America,

fp does her by release & relinquish to sd sp its s&a all rights wch the gtor has as assignee of t ctn lease dt July 28 1937 frm The William Gatton Estate Company, an Ore corpn, & (b) (6) [redacted] to M. & M. Woodworking Company, an Ore. corpn, insofar as rights undr sd lease pertain to ppty in front of ppty abuttg on the Willamette River, extendg frm the SWly cor of the parcel desc as fol;

Begg at a pt 910.672 etc sm as No. 39192 containg 12.23 acres m/l

to the SWly cor of ppty daf;

Baap in Sec 34, T2N R1W of WM on harbor ln of the Willamette River at the intx of sd harbor ln & the SEly bndy of the strip of lnd 150 ft wide occupied by Bonneville Power Administration; th S 28°17'40" E alg sd harbor ln a dist of 421.67 ft; th N 58°59'45" E a dist of 609.26 ft; th S 89°52'15" E 458.95 ft; th N 0°07'45" E 553.11 ft to the intx wi the Sly ln of the parcel of lnd conveyd by The William Gatton Estate Company & (b) (6) [redacted] to Portland General Electric Company by dd dt Feb 7 1941, rec Feb 11 1941 in Bk 588 pg 515 of Dd Records of sd Co; th S 89°49' W alg the Sly ln of sd tract so conveyed to Portland General Electric Company 261.73 ft; th S 58°59'45" W 829.04 ft alg the SWly bndy of sd tract so conveyed to Portland General Electric Company; th N 28°17'40" W 30.17 ft alg the SWly bndy of sd tract so conveyed to Portland General Electric Company; th S 58°59'45" W 804.77 ft alg the SEly bndy of sd tract occupied by Bonneville Power Administration to the pob.

Sig H F Morrison, Pres, Attest Newton P Lesh, Asst Secy, corp seal Ack

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39196 800/214 Release Dd $10 Nov 30 1943

Northwest Terminal Co., a corpn of Ore, & Northwest Oil Co., a corp of Ore to Oregon Shipbuilding Corporation, a corp Delaware

S 26°17'40" E alg sd harbor ln a dist of 421.67 ft;th N 58°59'45" E a dist of 609.26 ft;th S 89°52'15" E 458.95 ft;th N 0°07'45" E 553.11 ft to the intx wi the Sly ln of the parcel of lnd conv by The William Gatton Estate Company & (b) (6) [redacted] to Portland General Electric Company by dd dt Feb 7 1941,rec Feb 11 1941,in Bk 588 pg 515 of the Dd Records of sd county;th S 89°49' W alg the Sly ln of sd tr so conv to Portland General Electric Company 261.73 ft;th S 58°59'45" W 228.04 ft alg the SEly bndy of sd tr so conv to Portland General Electric Company;th N 26°17'40" W 50.17 ft alg the SWly bndy of sd tract so conv to Portland General Electric Company;th S 58°59'45" W 804.77 ft alg the SEly bndy of sd tract occupied by Bonneville Power Administration to the pob.

The easement hereby granted shall be subj to the conds t the gtor shall hv the ri to grant to others a common use of sd roadway for access to any other pty owned by the gtor or others & to use sd roadway in common wi the gtees & providd t if the gtees shall actually use such roadway they shall bear a reasonable share of the costs of maintenance of any roadway constructed in sd location.

Sig The Port of Portland by Henry L Corbett,Pres, J P Doyle,A Secy corp seal Ack by sm.

39201 800/234 B&S Dd $10 Dec 2 1943 ($44.55 IRS Canc)

The Port of Portland, a muni corpn of Ore, to
United States of America, its s&n

GBSC all of the fol drp in MCO t/w;
That ctn parcel of lnd sit in Sections 34 & 35 T2N R1W of WM in MCO daf;
Baap on the harbor ln of the Willamette River,wch is the true pob of t ctn triangle of lnd desc in (b) in that ctn dd frm The William Gatton Estate Company & (b) (6) [redacted] to Oregon Shipbuilding Corporation,dt Feb 7 1941,rec Feb 11 1941 in Bk 588 pg 508, of the Dd Records of MCO;th S 63°42'45" E 877.36 ft alg the NW ln of sd triangle of lnd desc in (b) in sd dd dt Feb 7 1941 to the most Nly cor of sd triangle of lnd;th S 26°17' 40" E 435.87 ft alg the NEly bndy of sd triangle of lnd desc in (b) in sd dd dt Feb 7 1941, to the most Ely cor thereof;th S 89°52'15" E 1671.03 ft alg & in the direction of the Nly ln of that ctn tr desc in (a) in sd dd dt Feb 7 1941,to the SWly cor of that ctn tr desc in t ctn dd frm The William Gatton Estate Company & George G Gatton to Oregon Shipbuilding Corporation dt Apr 5 1943, rec Apr 16 1943 in Bk 743 pg 15 of the Dd Records of MCO;th N 0°7'45" E 1324.33 ft alg the Wly ln of sd tr desc in

cont;

sd dd dt Apr 5 1943, to the Sly bndy of the strip of lnd 150 ft wide occupied by Bonneville Power Administraction of the United States of America, Dept of the Interior; th N 80°35'45" W 809.50 ft alg the Sly bndy of sd Bonneville Power Administration ppty to the intx wi the N ln of the William Gatton DLC; th S 89°49' W 1410.98 ft alg the N lnof sd William Gatton DLC to the intx wi the Sly ln of sd Bonneville Power Admrn ppty; th S 58°59'45" W 1042.47 ft alg the Sly ln of sd Bonneville Power Administration ppty to the harbor ln of the Willamette River; th S 26°17'40" E 1014.02 ft alg sd harbor ln to the pob; exceptg therefrom the fol;

(a) All t ptn thereof wch lies within the limits of t ctn easement & r/w 50 ft wide granted by sd The William Gatton Estate Company & George G Gatton to Portland General Electric Company by dd dt Feb 7 1941, rec Feb 11 1941, in Bk 588 pg 515 of the Dd Records of sd county; &

(b) T ctn parcel of lnd daf; Baap in Sec 34 T2N R1W of WM on the harbor ln of the Willamette River, at the intx of sd harbor ln & the SEly bndy of the strip of lnd 150 ft wide occupied by Bonneville Power Administration; th S 26°17'40" E alg sd harbor ln a dist of 421.67 ft; th N 58°59'45" E a dist of 609.26 ft; th S 89°52'15" E 458.95 ft; th N 0°07'45" E 553.11 ft to the intx wi the Sly ln of the parcel of lnd conv by The William Gatton Estate Company & (b) (6) [redacted] to Portland General Electric Company by dd dt Feb 7 1941 rec Feb 11 1941 in Bk 588 pg 515 Dds sd Co; th S 89°49' W alg the Sly ln of sd tr so conv to Portland General Electric Company 261.73 ft; th S 58°59'45" W 228.04 ft alg the SEly bndy of sd tr so conv to Portland General Electric Company; th N 26°17'40" W 50.17 ft alg the SWly bndy of sd tract so conveyed to Portland General Electric Company; th S 58°59'45" W 804.77 ft alg the SEly bndy of sd tract occupied by Bonneville Power Administration to the pob, &

(c) T ctn parcel of lnd daf;

A strip of lnd 35 ft wide, lyg 17.5 ft on ea si of a cen ln daf; Baap on the Wly bndy of t ctn tr conv by The William Gatton Estate Company & (b) (6) [redacted] to Oregon Shipbuilding Corporation by dd dt Apr 5 1943, rec Apr 15 1943 in Bk 743 pg 15 of Dd records of sd co & 17.5 ft, when measured at r/a frm the Sly ln of t ctn tract conveyed by The William Gatton Estate Company & George G Gatton to Portland General Electric Company, by dd dt Feb 7 1941 rec Feb 11 1941 in Bk 588 pg 515 of Dd Records sd Co; th N 80°35'45" W pll to the S y bndy of sd parcel so conveyd to Portland General Electric Company a dist of 798.09 ft; th on a curve to the left, havg a radius of 200 ft & tangent to the course last desc, wi a central ang of 9°35'15" a dist of 33.47 ft; th S 89°49' W pll to the Sly bndy of sd tract so conveyed to Portland General Electric Company, a dist of 1113.14 ft, m/l to the intx wi the Ely bndy of lnd described in (b) immediately precedg.

& all its RTI in & to sm.

& for the cons abv stated the gtor does hereby grant to the gtee its s&a, a ri of way for road pps upon the parcel desc in (c) in the foregoing desc. The gtee shall hv the ri to use sd r/w in common wi the gtor & such other persons or corpns to whom the gtor shall grant rights of common use, & the gtee shall hv the ri to grant common use of sd r/w to others & the ri to install & grant to other users the ri to install facilities for utility services such as telephone, gas, electricity & water, & the ri to install & grant to other common users rights to install buried pipes or conduits for movement of petroleum or other liquid products; providd, t, if the gtee grants such rights of common use to others & if sd r/w is actually used by such other common users, they shall br their reasonable share of the cost of maintenance of a roadway thereon, based upon the extent of actual use by the gtor & all others havg rights of common use.

Sig Henry L Corbett, Pres, J P Doyle, Asst Secy, corp seal ack

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Dec 11, 1943 JM

39202 continued
Easements whch may be granted by the Grantee for utility services, under the terms of this subparagraph (4) and facilities utility services whch may be constructed by the Grantee, may be for electricty, telephone, water and similar public utility services. If, while the grantee is required to use the roadway in the location described in subparagraph (3) hereof, installation of facilities for utility services alng the roadway desc in subparagraph (3) hereof is not reasonably convenient to the Grantee because of proximity to the travelled roadway, the Grantee shl have the right to install and maintain utility services outside of the limits of the roadway as desc in sub paragraph (3) hereof but within the limits of the tract so conveyed to the Grantor by sd deed dated April 5, 1943.
(2. The grant of right of way for a railroad track as contained in paragraph 2 of sd deed from the Grntr to the Grantee dated Feb 8, 194, recorded Feb 11, 1941, in Bk 588, pg 500, of the Deed records of sd county is hereby modified to the end that said easement may be used for access to the ppty hereby convyd.

3. The grants and all conditions thereof as set forth in paragraphs 1 and 2 hereof shall inure to and be binding upon the respectibe successors and assigns of the Grantor and grantee.

Signed Oregon Shipbuilding Corporation,
by Edgar S Kaiser, Vice-Pres Attest J F Reis, Secy
(Corp Seal) Ack.

39203 800/250 DEED $10.00 Oct 13, 1943

The William Gatton Estate Company, a corp of Oregon, and
(b) (6) [redacted], a bachelor to Oregon Shipbuilding Corporation,
a corp of State of Delaware, its successors and assigns

-- do hereby release and relinquish- - all its r, t, and int of the Grantors, or either of them, as fol,

(1) All rights reserved by the Grantors in paragraphs 1 and 2 in that cert deed deed from the Grantors herein, to the Grantee herein, dated Feb 7, 1941, recorded Feb 11, 1941, in Book 588, pg 508, of the Deed records of MCO.

(2) The rights reserved by paragraph 1 of that cert deed from the Grantors herein to the Grantee herein, dated April 5, 1943, recorded April 16, 1943, in Book 713, pg 15 of the deed records of MCO

Signed by The William Gatton Estate Company, by Ross Gatton, Pres
Attest, Jos X Brooks Secy (Corp Seal)
(b) (6) [redacted] - Two with to mark of George G Gatton
mark

Ack. 800/253

SCHN00316578

on the original prin amt; (1) an amt equal to 5% thof in the event any such prepmt is md during the first 10 yrs after the dt hereof; (2) an amt equal to 2% thof in the event any such prepmt is md during the next folg 10 yrs; and (3) an amt equal to 1% thereof in the event any such prepmt is md thaf and prior to the maturity of the debt. etc.etc.

That the funds to be advanced hin are to be used in the construction of ctn imps on the lands hin desc'd, in accdnce w a bldg loan agmt bet the Mtgr and the Mtgee, dt May 1 1950, wch bldg loan agmt (exc such part or parts thof as may be inconsistent herewi) is incorporated hin by reference to the sm extent and effect as if fully set forth and md a part of this mtg, etc.etc.

Sig By M K McIver, Pres. Attest: Douglas D McIver, Secy. Corp Seal Ack

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22174 1405/539 & Bill of Sale
QCD / $10 March 10 1950 ($402.05 IRS canc)

United States of America, actg by and through the Admr of General Services under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, and the Surplus Property Act of 1944 (58 Stat. 765) as amended thby and regulations and orders promulgated thereunder to Surplus Properties Corporation, a Wn corp.

RRQC all its rtl in and to the fdp, by a ptn of the facility fmly kwn as the Oregon Shipbuilding Corporation Shipyard, Portland, Oregon, sit in MCO, t/wit

cont'd

4
22177 cont/d (pg 2) May 23 1950

a. All of t ctn parcel of ld desc'd in t ctn deed frm the Port of Portland, a muni corp, to The United States of America, dt Dec 2 1943, rec Dec 11 1943, in bk 800 pg 234 of the Deed Recs of MCO, lying South of a ln df: Begg on the harbor line of the Willamette River, wch is the true pob of t ctn parcel of ld cyd by the abv mentioned deed; th N 26° 17' 40" W a dist of 592.35 ft to a pt wch pt is the SWly corner of t ctn parcel of ld desc'd in t ctn dd frm Oregon Shipbuilding Corporation to Northwest Terminal Co. dt Dec 2 1943. rec Dec 11 1943, in bk 800 pg 240 of the Deed Recs of MCO; wch is the true pob of the abv referred to ln; th S 89° 52' 15" E to a pt, wch pt is on the W bdry of t ctn parcel of ld desc'd in t ctn d frm The Port of Portland, a muni corp to the United States of Amer

a. All of t ctn parcel of ld dsed in t ctn deed frm the Port of Portland, a muni corp, to The United States of America, dt Dec 2 1943, rec Dec 11 1943, in bk 800 pg 234 of the Deed Recs of MCO, lying South of a ln df: Baap on the harbor line of the Willamette River, wch is the true pob of t ctn parcel of ld cyd by the abv mentioned deed; th N 26° 17' 40" W a dist of 592.35 ft to a pt wch pt is the SWly corner of t ctn parcel of ld dsed in t ctn dd frm Oregon Shipbuilding Corporation to Northwest Terminal Co. dt Dec 2 1943, rec Dec 11 1943, in bk 800 pg 240 of the Deed Recs of MCO; wch pt is the true pob of the abv referred to ln; th S 89° 52' 15" E to a pt, wch pt is on the Ely bdry of t ctn parcel of ld dsed in t ctn d frm The Port of Portland, a muni corp to the United States of America, dt Dec 2 1943, rec Dec 11 1943 in bk 800 pg 234 of the Deed Recs of MCO, subj to the folg:

1. Easement for rd purps and for railroad tracks over and across the abv prms created by inst dt Dec 2 1943 and rec Dec 11 1943 in PsDBk 800 pg 225, md by The Port of Portland, a muni corp to Northwest Terminal Co., a corp of Oregon.

2. Easement and r/w 50 ft in width for the erection, construction, mtnce and operation of a transmission ln gtd to Portland General Electric Company, a corp of Ore, by deed dt Sept 19, 1939 and rec Sept 26 1939 in PsD Bk 515 pg 385.

3. Rights of Governmental bodies in and to t ptn of the abv prms lying below the low water mark of the Willamette River.

b. Baap on the harbor ln of the Willamette River wch is the true pob of the parcel of ld to be hln cyd wch pt is also the SWly corner of t ctn parcel of ld dsed in dd frm The Port of Portland, a muni corp, to the United States of America, dt Dec 2 1943, rec Dec 11 1943, in bk 800 pg 234 of the Deed Recs of MCO; th in a direction at r/a to sd harbor ln, a dist of 877.40 ft to a pt; th S 26° 17' 40" E a dist of 435.87 ft to a pt; th N 89° 52' 15" W to the true pob.

c. Baap 910.672 ft NWly, measured alg the harbor ln of the Willamette River, frm the SWly corner of t ctn parcel of ld referred to as Tract A in t ctn deed frm The William Gatton Estate Company, an Ore Corp, and George G Gatton, a bachelor, to Northwest Oil Company, an Ore Corp, dt April 30 1938, and rec May 25 1938 in bk 450 pg 56 of the Deed Recs of MCO, (wch sd SWly pt is a pt on sd Harbor Line) th Ely and pll to the Sly ln of sd Tract A in sd deed dt April 30 1938, a dist of 979.696 ft; th NWly and pll to sd Harbor Line a dist of 389.32 ft; th N 89° 52' 15" W to sd Harbor Line; th SWly alg sd Harbor Line to the pob; both of parcels "b" and "c" as dsed abv bg subj to the folg:

ARB 15

1. R/w for railroad track over and across the abv prms received by Deed frm the William Gatton Estate Company, a corp of Ore, and (b) (6) [redacted], a bachelor, to Oregon Shipbuilding Corporation, a corp of Del, dt Feb 7 1941, rec Feb 11 1941 in PsD Bk 588 pg 508.

2. Resrs as to the use thof contained in deed md by The William Gatton Estate Company, a corp of Ore, and (b) (6) [redacted] to Northwest Oil Company, an Ore corp, dt April 30 1938, rec May 25 1938 in PsD Bk 450 pg 56.

3. Conds and resrs as to the storage, sale, etc. of gasoline or petroleum products as contained in Dee to Northwest Terminal Co. rec Feb 11, 1941 in PsD Bk 588 pg 500.

cont'd

SCHN00316580

4. Esmnt and r/w 50 ft in width for the erection, construction, mtnce and operation of a transmission ln gtd to Portland General Electric Company, a corp of Ore by deed dt Sept 19 1939, and rec Sept 26 1939 in PsD Bk 515 pg 385.

5. Esmnt and ri of ingress and egress to and frm, for erection, construction, mtnce and operation of electrical transmission lns, telephone, etc. created by inst dt Oct 18 1938, rec Oct 28 1938 in PsDBk 470 pg 469, md by William Gatton Estate Company, an Ore corp, and (b) (6) [redacted], bachelor, to Portland General Electric Company, a corp, of Ore.

6. Rights of Governmental bodies in and to t ptn of the abv prms lying below the low water mark of the Willamette River.

d. All t ctn parcel of ld df:
Beap on the Nly ln of t ctn parcel of ld in Sec 35 T2N R1W of WM descd in (a) in t ctn deed frm The William Gatton Estate Company and (b) (6) [redacted], to Oregon Shipbuilding Corporation dt Feb 7 1941, rec Feb 11 1941 in Bk 588 pg 508 of the Deed Recs of MC, wch pob is 2650.93 ft Ely alg sd Nly ln frm the intx of sd Nly ln w the harbor ln of the Willamette River; th South 89° 52' 15" East alg sd Nly ln as extended a dist of 1750 ft to a pt on the NWly bdry of t ctn tract desd in t ctn deed frm The William Gatton Company and (b) (6) [redacted], to Electro-Metallurgical Company dt March 28 1941, rec April 8 1941 in Bk 599 pg 327 of Deed Recs of sd Co; th North 34° 19' East 375.42 ft alg the NWly bdry of sd tract deed to Electro-Metallurgical Company; th North 60° 31' 30" East 248.08 ft to the Wly ln of the Bonneville Substation site; th North 0° 2' 30" West 536.03 ft alg the Wly ln of sd Bonneville Substation site to the Sly ln of the strip of ld 150 ft wide occupied by Bonneville Power Administration; th North 80° 35' 45" West 2203.86 ft alg the Sly ln of sd Bonneville Power Administration pprty; th South 0° 7' 45" East 1324.33 ft to the pob;

All Arb. 22

EXCEPTING THFRM the folg:

(1) All t ptnof the abv descd tract of ld lying east of a ln df: Baap, wch pt is the most Ely corner of t ctn parcel of ld descd in t ctn d frm Electric-Metallurgical Company to Oregon Shipbuilding Corporation, dt March 20 1942, rec March 23 1942, in bk 670 pg 432, Deed Recs of MCO; th N 28° 19' 30" W 447.24 ft to a pt; th N 34° 19' E 481.11 ft to a pt; th N 60° 31' 30" E 246.91 ft to a pt; th N 0° 02' 30" W 536.03 ft to a pt; th N 80° 35' 45" W 1326.65 ft to a pt wch pt is the true pl of begg of t ctn ln referrd to hinab; th S 0° 07' 47" W to a pt wch pt lies on the most Sly bdry of t ctn parcel of ld hinabv descd; also exeg

PART ARB 22

(2) Baap on the harbor ln of the Willamette River wch pt is the true pob of t ctn parcel of ld descd in t ctn deed frm the Port of Portland, a muni corp, to the United States of America, dt Dec 2 1943, rec Dec 11 1943, in bk 800 pg 234, of the Deed Recs of MCO; th N 26° 17' 40" W 592.35 ft to a pt, wch pt is the SWly corner of t ctn parcel of ld cyd in t ctn dd frm Oregon Shipbuilding Corporation to the Northwest Terminal Company dt Dec 2 1943 and rec Dec 11 1943, in Bk 800 pg 240, Deed Recs of MCO; th S 89° 52' 15" E to a pt, wch pt lies on the Nly bdry of t ctn parcel of ld cyd by deed frm The Port of Portland, a muni corp, to the United States of America, dt Dec 2 1943, rec Dec 11 1943 in Bk 800 pg 234 of the Deed Recs of MCO, and is the true pob of the parcel hin descd; th S 89° 52' 15" E to a pt, wch pt is on the Ely edge of temporary r. esmnt descd in t ctn deed frm Oregon Shipbuilding Corporation to Northwest Terminal Company dt Dec 2 1943, rec Dec 11 1943 in Bk 800 pg 240, Deed Recs of MCO; th N 0° 7' 45" E to a pt on a ln wch ln is an Ely extension of the Nly bdry of t ctn parcel of ld cyd by the Port of Portland, a muni corp, to the United States of America by deed dt Dec 2 1943, rec Dec 11 1943, in Bk 800 pg 234 in the

cont'd

Deed Recs of MCO; th N 80° 35' 45" W alg the aforementioned extension of the Nly bdry of t ctn parcel of ld cyd by th Port of Portland, a muni corp to the United States of America, by deed dt Dec 2 1943, rec Dec 11, 1943, in bk 800 pg 234, Deed Recs of MCO, to a pt wch pt is at the junction of the extension of the Nly bdry and the ln forming the Ely bdry of t ctn parcel of ld cyd by the Port of Portland to the United States of America by deed dt Dec 2 1943, rec Dec 11 1943 in Bk 800 pg 234 Deed Recs of MCO; th S 0° 7' 45" E to the true pob;

PART ARD 22

also excg

(3) All t ptn wch lies wi the parcel hin desed of t ctn r/w 50 ft wide cyd by the William Gatton Estate Company and (b) (6) [redacted] to Portland General Electric Company by deed dt Feb 7 1941 and rec Feb 11 1941 in bk 588 pg 515 of Deed Recs of sd Co; and also excg

(4) That ctn tract df:
Beap on the Wly bdry of t ctn tract cyd by The William Gatton Estate Company and (b) (6) [redacted], to Oregon Shipbuilding Corporation by deed dt april 5, 1943 and rec April 16 1943 in bk 743 pg 15 of Dds of sd Co, wch pt is 35 ft Sly when measured at r/a frm the Sly ln of t ctn esmnt or r/w cyd by The William Gatton Estate Company to Portland General Electric Company by deed dt Feb 7 1941 rec Feb 11 1941 in bk 588 pg 515 Deed Recs of sd Co; th South 80° 35' 45" East pll to the Sly ln of sd esmnt so cyd to Portland General Electric Company, a dist of 1324.25 ft; th at r/a Nly a dist of 35 ft to the intx w the Sly ln of sd esmnt; th North 80° 35' 45" West alg sd Sly ln of sd esmnt to its intx w the Nly extension of the Wly bdry of sd tract cyd by sd deed dt April 5 1943; th South 0° 07' 45" West alg sd Wly bdry to the pl of begg;

Tract "d" as desed hinabv bg subj to the folg:

1. R/w for railroad track to connect w the railroad track on the ppty South of and adjng the abv prms reserved in dd frm The William Gatton Estate Company, a corp, and (b) (6) [redacted], a bachelor, to Oregon Shipbuilding Corporation, a corp of Del, dt April 5 1943 and rec April 16 1943 in PaD Bk 732 pg 15.
2. Conds and resrs as to the storage, sale, etc. of gasoline or petroleum products as contained in deed to Northwest Oil Co., an Ore corp, dt April 30 1938 and rec May 25 1938 in Ps Bk 450 pg 56.

3. Conds and resrs as to the storage, sale etc. of gasoline or petroleum products as contained in deed to Northwest Terminal Co. dt Feb 8 1941 and rec Feb 11 1941 in PgD Bk 588 pg 500.

e. All of t ctn parcel of ld desed in t ctn d frm the City of Portland, to the United States of America, dt Oct 28, 1949, rec Nov 1 1949 in bk 1368 pg 45, Deed Recs of MCO, EXC t ptn thof lying wi the bdries of the folg desed tract:

Beap wch pt is the most Ely corner of t ctn parcel of ld desed in t ctn deed frm Electric Metallurgical Company to Oregon Shipbuilding Corporation, dt March 20, 1942 rec March 23 1942, in Bk 670 pg 432, Deed Recs of MCO; th N 28° 19' 30" W 447.24 ft to a pt; th N 34° 19' E 481.11 ft to a pt; th N 60° 31' 30" E 216.91 ft to a pt; th N 0° 02' 30" W 536.03 ft to a pt; th N 80° 35' 45" W 1326.65 ft to a pt; th S 0° 07' 47" W 2237.74 ft to a pt; th S 22° 53' 15" W 121.19 ft to a pt; th S 26° 00' 22" E 194.48 ft to a pt; th N 62° 09' E 149.71 ft to a pt; th S 89° 09' E 718.30 ft to a pt wch pt lies on the c l of Burgard Rd; th alg c l of sd rd N 22° 40' W 171.75 ft to a pt; th NEly alg sd c l on a curve to the ri hvg a radius of 477.5 ft and a chord of 660.69 ft to a pt; th N 31° 08' 30" W 30.2 ft to the pob;

cont'd

All Area 1 20 - Parl

SCHN00316582

Subj,hwvr, to an esmnt for r/w for a railroad track across sd ppty for the commcn use of the Gtee hin, the Northwest Terminal Company, an Ore corp, and the State of Oregon, actg by and through its State Board of Higher Education, and the successors and asgns of all of sd pties; sd esmnt bg intended to connect w similar esmnts previously gtd to the Northwest Terminal Company as desed in t ctn d dt Feb 8 1941, whin Oregon Shipbuilding Corporation was Gtr and Northwest Terminal Co was Gtee, wch d was rec Feb 11 1941 in Bk 588 pg 500, Deed Recs of MCO, and also as desed in t ctn deed dt Dec 2 1943, whin the Port of Portland was Gtr and Northwest Terminal Co. was Gtee, wch deed was rec Dec 11 1943 in Bk 800 pg 225, Deed Recs of sd Co. Sd r/w or esmnt shall be located at a place or location t will not work any unnecessary inconvenienc to the Gtee hin or to sd Gtee's successors or asgns; and also subj to the folg:

1. Esmnts and rs/w gtd to Portland General Electric Company by the folg: Esmnt dt March 27 1941, rec April 18 1941 in D Bk 601 pg 294; Esmnt dt June 12 1941 and rec Sept 17 1941 in D Bk 637 pg 539.

2. Rights of the public in and to any ptn thof lying wi dedicated sts and highwys.

3. Rights of Governmental bodies in and to t ptn of the abv prms lying below the low water mark of the Willamette River.

Tog w all bldgs and imos of whatsoever nature located upon the abv-desed ppty wch are, as of the dt hereof, available for disposal as surplus ppty and undr the jurisdiction of the Gtr hin, incg, but not limited to, the folg:

Building Number	Description:
~~Building~~ 41	Assembly Building
61	Plate Shop
77	Assembly Warehouse
75	Oil House & Storage Platform
86	Salvage Building
22	Paint Storage Bldg
51	Elec Cable Storage Platform
12	Boiler Erection Bldg
13	Fire Brick Storage Bldg

EXCG,HWVR, all railroad tracks and all railroad track materials of whatsoever nature (Exclusive of Crane tracks and trackways) loc in or upon the abv-desed real ppty.

And the sd UNITED STATES OF AMERICA does hby gbs to the sd SURPLUS PROPERTIES CORPORATION the folg personal ppty loc in and upon tract "e" as desed above: (Shows: Cranges, Together wi; One paint processing system w overhead monorail conveyors, electrified, consistg of apprcmly: A Tanks and Ovens, etc; Conveys; Steam Boilers, Hot Water Tanks & Pumps; Steam Generators and Oil Burner.

The Gtr hin mks no wnty or representation of any nature whatsoever as to any real or personal ppty desed in or covered by the wi inst; it bg understood t sd ppty is sold "as is" and "where is" and in accdnce w the trms of the contractual documents (i.e. the Offering, Award, and Letter of Intent) wch provide the basis for the wi cyn.

and the sd UNITED STATES OF AMERICA does hby GBSC to the sd SURPLUS PROPERTIES CORPORATION all bldgs, imps and personal ppty of whatsoever nature loc upon the below-desed real ppty sit in MCO (sd real ppty bg likewi a ptn of the facility fmly kwn as the Oregon Shipbuilding Corporation Shipyward, Portland, Oregon, the title to wch is not in the Gtr hin):

cont'd

SCHN00316583

A. Baap on the Harbor Line of the Willamette River in Sec 35 T2N R1W WM, wch is the SWly corner of t ctn parcel of ld referred to as Tract A in t ctn deed frm The William Gatton Estate Company, an Ore corp, and (b) (6) [redacted] a bachelor, to Northwest Oil Co., an Ore corp, dt April 30 1938, and rec May 25 1938 in Bk 450 pg 56 of the Deed Recs of MCO; th E y alg and in the direction of the Sly ln of sd Tract A a dist of 3150 ft; th NWly and pll to sd Harbor Line a dist of 1300 ft; th Wly pll to sd Sly ln of sd Tract A to the Harbor Line of the Willamette River; th SEly alg sd Harbor ln to the pob;

ARB 11-15 + 13 Sec 35-2N-1W

Also

B. Baap in the Sly ln of the William Gatton DLC in Sec 35, T2N R1W of the WM, and North 60 deg east 173.21 ft dist frm the SW cor of the sd William Gatton DLC, and rng th north 60 deg east alg the Sly ln of the sd William Gatton DLC 537.72 ft to a pt; th west pll to the Nly bdry of the City of Portland, 1600.81 ft to a pt in the harbor ln in the Willamette River; th south 26 deg 17 min 40-1/2 sec east alg the sd harbor ln, 300 ft to a pt; th east pll to the Nly bdry ln of the City of Portland, 1004.52 ft to the pl of begg;

ARB 8

Also

Ca the pt of intx of the extension or projection of the south bdry ln of the William Gatton DLC w the south bdry ln of Sec 35, T2N of R1W of the WM, wch south bdry ln of Sec 35 forms the north bdry ln of the City of Portland, wch pt of intx is loc on the Nly bdry ln of t ctn tract of ld owned by the City of Portland and used by it as and for Portland Municipal Terminal No. 4, and is 185.27 ft distant south 60 deg west frm the SW cor of the William Gatton DLC; rng th north 60 deg east alg the Nly bdry of sd Terminal No 4 a dist of 358.48 ft; th rng Wly and pll w the Nly bdry of the City of Portland, 1004.52 ft to a pt in the harbor ln of the east side of the Willamette River; th SEly folg sd harbor ln to its intx w the Nly bdry ln of the City of Portland; th Ely alg the Nly bdry ln of the City of Portland, 606.99 ft to the pl of begg;

ARB 9

Also

C. A parcel of ld lying, and bg wi Sec 35 T2N R1W WM, and mpdf: Baap wch is the SEly corner of t ctn tract of ld desed in (a) t ctn deed frm William Gatton Estate Company, an Ore corp, and (b) (6) [redacted] a bachelor, to Oregon Shipbuilding Corporation, a Del corp, dt Feb 7 1941, and rec Feb 11 1941 on pg 508 of Bk 588 of the Deed Recs of MCO; wch pt is 3,150 ft, measured alg the Sly ln of sd parcel desed in (a), frm the harbor ln, as estabd by the United States Engineers, on the east side of the Willamette River; rng th NEly and pll to sd harbor ln a dist of 1,300 ft; th Ely and pll to the Sly ln of the sd parcel desed in (a) of sd deed until sd ln intxs the Wly ln of t ctn parcel desed in t ctn deed frm The William Gatton Estate Company, an Ore corp, and (b) (6) [redacted], a bachelor, to Electro Metallurgical Company, a West V corp, dt March 28 1941, and rec on April 8 1941 on pg 327 of Bk 599 of the Deed Recs of MCO; th SWly, Sly and SEly alg the three courses forming the Wly bdry of sd tract desed in sd deed to Electro Metallurgical Company to a pt of intx w the NWly r/w ln of the Co Rd, kwn as Burgard Rd; th SWly folg sd NWly bdry ln of sd Co Rd to a pt of intx w the Sly ln of the William Gatton DLC; th Wly alg the Sly ln of sd William Gatton DLC., circumventing t ptn of the Co Rd lying wi the parcel of ld hin desed, to the pt of intx w the projection of the Sly ln of sd parcel desed in (a) of sd deed to Oregon Shipbuilding Corporation; th Wly to the pob;

EXCEPT a ptn of the abv desed tract "C" lying wi the bdries of the folg:

cont'd

Baap, wch pt is the most Ely corner of t ctn parcel of ld desed in t ctn deed frm Electric Metallurgical Company to Oregon Shipbuilding Corporation, dt March 20 1942, rec March 23 1942 in bk 670 pg 432, Deed Recs of MCO; th N 28° 19' 30" W 447.24 ft to a pt; th N 34° 19' E 481.11 ft to a pt; th N 60° 31' 30" E 246.91 ft to a pt; th N 0° 02' 30" W 536.03 ft to a pt; th N 80° 35' 45" W 1326.65 ft to a pt; th S 0° 07' 47" W 2237.74 ft to a pt; th S 22° 53' 15" W 121.15 ft to a pt; th S 26° 00' 22" E 194.48 ft to a pt, th N 62° 09' E 149.71 ft to a pt; th S 89° 50' E 718.30 ft to a pt wch lies on the c l of Burgard Rd; th alg c l of sd rd N 22° 40' W 171.75 ft to a pt; th NEly alg sd c l on a curve to the ri hvg a radius of 477.5 ft and a chord of 660.69 ft to a pt; th N 31° 08' 30" W 30.2 ft to the pob.

Which is, as of the dt hereof, available for disposal as surplus ppty and is under the jurisdiction of sd United States of America, incg, but not limited to, the folg:

Building Number	Description
55	Mold Loft
54	First Aid
15	Ordnance Bldg
44	Guard House
40	General Utility Bldg
36	Joiner Bldg.
37	Sheet Metal Shop
38	Rigging Loft
39	Deck Covering Bldg
~~20~~ 21	Warehouse
52	Engine Inspection Bldg
66	Carpenter Shop

EXCG,HWVR, all railroad tracks and all railroad track materials of whatsoever nature (exclusive of Crane tracks and trackways) loc in or upon the abv descd real ppty.

The unpd p.p. of those parcels of ld indentified hin as tracts "a", "b", and "c" is secured by a Purchase Money Mtg of even dt herewi frm Gtee hin to Gtr hin. As to sd parcels covered by sd Purchase Money Mtg, the Gtee agrees to comply w ea of the trms and conds set forth in sd Purchase Money Mtg.

X Pursuant to the provisions of Executive Order No. 9908, of Dec 5 1947 (12 F.R. 8223), all uranium, thorium, and all oth materials determined pursuant to Sec 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this inst are hby reserved for the use of the United States, tg w the right of the United States through its authzd agents or representatives at any tm to enter upon the land and prospect for, mine, and remove the sm, mkg just compensation for any damage or injury occasioned thby. However, such land may be used and any rights othwi acquired by this disposition may be exercised as if no reservation of such materials had bn md; exc t, when such use results in the extraction of any such material frm the land in quantities wch may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hrftr be amended, such material shall be the ppty of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thof after such material has bn separated as such frm the ores in wch it was contained. If the Commission requires the delivery of such material to it, it shall py to the pers mining or extracting the sm, or to such oth person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable

cont'd

for the discovery, mining, development, production, extraction, and oth services performed w respect to such material prior to such delivery, but such pmt shall not include any amt on acct of the value of such material bef removal frm its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hby md shall be of no further force or effect.

Sd ppty was duly declared surplus and asgd to the War Assets Administrator for disposal pursuant to the Surplus Property Act of 1944, as amended, Reorganization Plan One of 1947 (12. F.R. 4534) and applicable rules, regulations and orders.

To H&H the foregoing ppty w all of the privileges and appurts thto belong; to the sd Surplus Properties Corporation, its s/a, fe, exc the fissionable materials and railroad tracks and railroad track materials specifically excepted herein.

Sig UNITED STATES OF AMERICA
Acting by and through
The General Services Adminstrator

By R E Blackburn
Associated Regional Director
11th Region, Liquidation Service

Ack May ~~xx~~ 1950, King Co Wn.
17,

May 23 1950

22175 1405/549

QCD $1.00 May 22 1950 ($91.85 IRS canc)

Oregon Shipbuilding Corporation, a corpn of Del
to Surplus Properties Corporation, a corpn of Wash.

RRQC all its rtl in and to the fol desc parcels of real est sit in MCO, df:

A. T ctn parcel hin refrrd to as Tract G, cyd by Terminal Flour Mills Co. to Oregon Shipbuilding Corporation by dd dt March 26 1941, rec March 26 1941, in bk 596, pg 269 of the Dd Recs of MCO, bg desc in sd dd dt March 26 1941, as fol:

Beap in the Sly ln of the William Gatton DLC, in Sec 35, T2N,R1W of the WM, and N 60° E 173.21 ft distant fm the SW cor of the sd William Gatton DLC, and rung th N 60° E alg the Sly ln of the sd William Gatton DLC 537.72 ft to a pt; th W pll to the Nly bdry of the City of Portland, 1600.81 ft to a pt in the harbor ln in the Willamette River; th S 26° 17' 40-1/2" E alg the sd harbor ln 300 ft to a pt; th E pll to the Nly bdry ln of the City of Portland, 1004.52 ft to the pl of begg.

Ca the pt of intx of the extension or projection of the S bdry ln of the William Gatton DLC w the S bdry ln of Sec 35, T2N of R1W of the WM, wch S bdry ln of Sec 35 forms the N bdry ln of the City of Portland, wch pt of intx is located on the Nly bdry ln of t ctn tr of ld owned by the City of Portland and used by it as and for Portland Municipal Terminal No. 4, and is 185.27 ft distant S 60° W fm the SW cor of the William Gatton DLC; rung th N 60° E alg the Nly bdry of sd Terminal No. 4 a dist of 358.48 ft; th rung Wly and pll w the Nly bdry of the City of Portland, 1004.52 ft to a pt in the harbor ln of the east sl of the Willamette River; th SEly fol sd harbor ln to its intx w the Nly bdry ln of the City of Portland; th Ely alg the Nly bdry ln of the City of Portland, 606.99 ft to pl of begg.

B. T ctn parcel refrrd to hin as Tract C, cyd by Northwest Terminal Co. and Northwest Oil Co. to Oregon Shipbuilding Corporation by dd dt Feb 11, 1941, rec Feb 11, 1941, in Bk 588 at pg 493, of the Dd Re s of MCO.

C. The ptns of (1) t ctn parcel refrrd to hrnaftr as Tract B, cyd by The William Gatton Estate Company and (b) (6) to Oregon Shipbuilding Corporation by dd dt Feb 7 1941, rec Feb 11, 1941, in bk 588 at pg 508, of Dd Recs of MCO, and desc in par (a) of sd dd dt Feb 7 1941, exclds the ptns of sd tr B hrtofore cyd by Oregon Shipbuilding Corporation to the United States of America, and (2) t ctn parcel refrrd to hrnaftr as Tract I, cyd by The William Gatton Estate Company and (b) (6) to Oregon Shipbuilding Corporation by dd dt Dec 9 1941, rec Dec 10 1941, in bk 653, pg 193 of dd recs of MCO, wch lie outsi of the bdries of t ctn tr desc as fol:

Beap wch pt is the most Ely cor of t ctn parcel of ld desc in t ctn dd fm Electro Metallurgical Company to Oregon Shipbuilding Corporation, dt March 20 1942, rec March 23 1942, in bk 670 at pg 432, dd recs of MCO; th N 28° 19' 30" W 447.24 ft to a pt; th N 34° 19' E 481.11 ft to a pt; th N 60° 31' 30" E 246.91 ft to a pt; th N 0° 02' 30" W 536.03 ft to a pt; th N 80° 35' 45" W 1326.65 ft to a pt; th S 0° 07' 47" W 2237.74 ft to a pt; th S 22° 53' 15" W 121.15 ft to a pt; th S 36° 00' 22" E 194.48 ft to a pt; th N 62° 09' E 149.11 ft to a pt;

(cont'd)

SCHN00316587

22175 cont'd (2)

th S 89° 50' E 718.30 ft to a pt wch lies on the cen ln of Burgard Road; th alg cen ln of sd rd N 22° 40' W 171.75 ft to a pt;th NEly alg sd cen ln on a curve to the ri hvg a radius of 477.5 ft and a chord of 660.69 ft to a pt; th N 31° 08' 30" W 30.2 ft to the pob.

And for the cons abv stated the gtr hby grants to sd Surplus Properties Corporation, a Wash corpn, its s&a, an ~~xx~~ esmt for rdwy approx 500 ft in length and 50 ft in width as loc as of the dt hof over and upon sd tr of ld hrinbefore last desc and rung Wly and NWly as an extension of North Sever Road No 1397-A alg the Sly bdry of sd Tract I and across a ptn of Tract B.

RESERVG, hwvr, to the gtr hin nmd the ri to grant to the United States of America and its assigns an esmt for rdwy purps across Tract B in the location of the sd as presently loc and establd commonly designated as "Road A" as shown on the map of the Oregon Shipbuilding Corporation facility dt Dec 14 1944, No 2501-15-4; sd rdwy extendg generally fm the NW cor of the ppty hin desc in par C abv to the SE cor thof, and connecting w an extension of North Sever Road No 1397-A.

EXCG, hwvr, fm the ppty hby cyd all railrd tracks and all railrd track material of whatsoever nature (oth than crane tracks and trackways) loc in or upon the real ppty hby cyd, whether or not sd railrd track material is ~~xx~~ affixed to the realty and is ~~a~~ a part of the realty.

IN WIT WHOF, sd Oregon Shipbuilding Corporation has caused this instr to be exec effective as of ~~Mxx~~ March 10 1950, by its officers thereunto duly authzd, and its corp sl to be hereto affixed, this 22nd dy of May 1950.

Sig by Albert Bauer,VP: Attest: J E Lents,A-Secy CORP Sl
Ack

22176 Real Mtg $72,000.00 March 10 1950

Surplus Properties Corporation, a Wash. corpn to United States of America, actg by and thru the Admr of General Services,

the fol desc real ppty,all sit in Portland, MCO, and mpdf:

a. All of t ctn parcel of ld desc in t ct. dd fm The Port of Po and a muni corpn to the United States of America,

SCHN00316588

May 29 1950

23365 1407/313

Deed $1 May 26 1950 ($803 IRS canc)

Louis Dulien, Liquidating Trustee of Surplus Properties Corporation, a dissolved Corporation to Louis Dulien and Ann Dulien, their hrs.

KNOW ALL MEN BY THESE PRESENTS, that this Deed is gvn and executed by Louis Dulien, as liquidating trustee of the Surplus Properties Corporation, a dissolved Wn corp. The sd corpn was legally and regularly dissolved by voluntary dissolution out of court pursuant to the Statues of the State of Washington. That the gtr hin, Louis Dulien was duly and regularly nominated, designated and appts as such liquidating trustee at a combined special meeting of the shareholders and directors of the sd Surplus Properties Corporation in all respects and duly and regularly called and held. That said meeting was attended by all of the directors and by the owners and holders of all of the outstandg and issued voting stock of the sd corpn. That all of the creditors of the sd Surplus Properties Corporation hv bn pd in full exc for the United States of America, the mtgee holding a mtg on a ptn of the rp hby cyd. That the gtees heaf nmd, Louis Dulien and Ann Dulien, are the owners and holders of all outstanding and issued shares of the capital stock of the sd Surplus Properties Corporation. That in cons of the cyn hby md to them, the sd gtees, Louis Dulien and Ann Dulien, assume and agree to py a mtg in the sum of $72,000.00 and int thon, md as of the 10th dy of March 1950, and rec MCO on the 22nd dy of May 1950, and the pties to wch are Surplus Properties Corporation, mtgr, and the United States of America, mtgee.

In cons of the sum of $1 and oth lawful cons to him pd by Louis Dulien and Ann Dulien, the gtees, and in cons further of the assumption by sd gtees of the aforementioned mtg held by the United States of America, the sd Louis Dulien as liquidating trustee of the Surplus Properties Corporation, a dissolved Wn corp, pursuant to the authority vested in him as afsd and conferred upon him by the laws of the State of Washington, does GBSC unto sd gtees, their h/a, all the fbdrp, sit in MCO, t/w:

a. All of t ctn parcel of land descd in t ctn deed frm the Port of Portland, a muni corp, to the United States of America, dt Dec 2 1943, rec Dec 11 1943, in bk 800 pg 234 of the D Recs of MCO, lying South of a ln dsc:

Beg at the harbor ln of the Willamette River, wch is the true pob of t ctn parcel of ld cyd by the abv mentioned deed; th N 26° 17' 40" W a dist of 592.35 ft to a pt wch pt is the SWly corner of t ctn parcel of ld descd in t ctn d frm Oregon Shipbuilding Corporation to Northwest Terminal Co. dt Dec 2 1943, rec Dec 11 1943 in bk 800 pg 240 of the Deed Recs of MCO; wch pt is the true pob of the abv referred to line; t S 89° 52' 15" E to a pt, wch pt is on the Ely bdry of t ctn parcel of ld descd in t ctn d frm The Port of Portland, a muni corp, to the United States of America, dt Dec 2 1943, rec Dec 11 1943 in bk 800 pg 234 of the Deed Recs of MCO, subj to the folg:

1. Esmnt for rd purps and for railroad tracks over and across the abv prms created by inst dt Dec 2 1943 and rec Dec 11 1943 in DeD Bk 800 pg 225, md by The Port of Portland, a muni corp to Northwest Terminal Co., a corp of Ore.

2. Esmnt and r/w 50 ft in width for the erection, construction, mtnce and operation of a transmission ln gtd to Portland General Electric Company, a corp of Ore, by deed dt Sept 19 1939 and rec Sept 26 1939 in DeD Bk 515 pg 385.

SCHN00316589

3. Rights of Governmental bodies in and to t ptn of the abv prms lying below the low water mark of the Willamette River.

Arb 14 Dec 35 2-2c 1-w

b. b. Baap on the harbor ln of the Willamette River wch is the true pob of the parcel of land to be hin cyd wch pt is also the SWly corner of t ctn parcel of ld descd in deed frm The Port of Portland, a muni corp, to the United States of America, dt Dec 2 1943, rec Dec 11 1943, in bk 800 pg 234 of the Deed Recs of MCO; th in a dir at r/a to sd harbor ln, a dist of 877.40 ft to a pt; th S 26° 17' 40" E a dist of 435.87 ft to a pt; th N 89° 52' 15" W to the true pob.

Arb 15 Dec 35 2-2c 1d

c. Baap 910.672 ft NWly, measured alg the harbor ln of the Willamette River, frm the SWly cor of t ctn parcel of ld refrrd to as Tract A in t ctn dd frm The William Gatton Estate Company, an Ore Corp, and (b) (6) [redacted], a bachelor, to Northwest Oil Company, an Ore Corp, dt April 30 1938, and rec May 25 1938 in bk 450 pg 56 of the Deed Recs of MCO (wch sd SWly pt is a pt on sd Harbor Line) th Ely and pll to the Sly ln of sd Tract A in sd deed dt April 30 1938, a dist of 979.698 ft; th NWly and pll to sd Harbor Line a dist of 389.32 ft; th N 89° 52' 15" W to sd Harbor Line; th SEly alg sd Harbor Line to the pob; both of parcels "b" and "c" as descd abv bg subj to the folg:

1. R/w for railroad track over and across the abv prms reserved by Deed frm the William Gatton Estate Company a corp of Ore, and George G Gatton, a bachelor, to Oregon Shipbuilding Corporation, a corp of Del, dt Feb 7 1941, rec Feb 11 1941 in PsD Bk 588 pg 508.

2. Resrs as to the use thof contained in deed md by The William Gatton Estate Company, a corp of Ore, and George G Gatton, to Northwest Oil Company, an Ore corp, dt April 30 1938, rec May 25 1938 in PsD Bk 450 pg 56.

3. Conds and resrs as to the storage, sale, etc. of gasoline or petroleum products as contained in Deed to Northwest Terminal Co. rec Feb 11 1941 in PsD Bk 588 pg 500.

4. Esmnt and r/w 50 ft in width for the erection, construction, mtnce and operation of a transmission ln gtd to Portland General Electric Company, a corp of Ore by deed dt Sept 19 1939 and rec Sept 26, 1939 in PsD Bk 515 pg 85.

5. Eassement and ri of ingress and egress to and frm, for erection, construction, mtnce and operation of electrical transmission lns, telephone etc. created by inst dt Oct 18 1938, rec Oct 28 1938 in PsD Bk 470 pg 469, md by William Gatton Estate Company, an Ore corp, and George G Gatton, bachelor, to Portland General Electric Company, a corp of Ore.

6. Rights of Governmental bodies in and to t ptn of the abv prms lying below the low water mark of the Williamette River.

Arb 34 out Arb 77

d. All t ctn parcel of ld df:
Baap on the Nly ln of t ctn parcel of ld in Sec 35, T2N of R1W of WM descd in (a) in t ctn d frm The William Gatton Estate Company and (b) (6) [redacted] to Oregon Shipbuilding Corporation dt Feb 7 1941, rec Feb 11 1941 in Bk 588 pg 508 of the Deed Recs of MC, wch pob is 2[illegible]0.93 ft Ely alg sd Nly ln frm the intx of sd Nly ln w the harbor ln of the Willamette River, th South 89° 52' 15" East alg sd Nly ln as extended a dist of 1750 ft to a pt on the NWly bdry of t ctn tract descd in t ctn deed frm The William Gatton Estate Company and (b) (6) (b) (6) [redacted] to Electro-Metallurgical Company dt March 28 1941, rec April 8 1941 in Bk 599 pg 327 of Deed Recs of sd Co; th North 34° 19' East 375.42 ft alg the NWly bdry of sd tract deeded to Electro-Metallurgical Company; th North 60° 31' 30" East

cont'd

SCHN00316590

248.08 ft to the Wly ln of the Bonneville Substation site; th North 0° 2' 30" West 536.03 ft alg the Wly ln of sd Bonneville Substation site to the Sly ln of the strip of ld 150 ft wide occupied byBonneville Power Administration; th North 80° 35' 45" West 2203.86 ft alg the Sly ln of sd Bonneville Power Administration ppty; th South 0° 7' 45" East 1324.33 ft to the pob;

EXCO THFRM the folg:

(1) All t ptn of the abv descd tract of ld lying east of a ln df: Baap, wch pt is the most Ely corner of t ctn parcel of ld descd in t ctn d frm Electro-Metallurgical Company to Oregon Shipbuilding Corporation, dt March 20 1942, rec March 23 1942, in bk 670 pg 432, Deed Recs of MCO; th N 28° 19' 30" W 447.24 ft to a pt; th N 34° 19' E 481.11 ft to a pt; th N 60° 31' 30" E 246.91 ft to a pt; th N 0° 02' 30" W 536.03 ft to a pt; th N 80° 35' 45" W 1326.65 ft to a pt wch pt is the true pl of begg of t ctn ln referred to hinabv; th S 0° 07' 1 47" W to a pt wch pt lies on the most Sly bdry of t ctn parcel of ld hinabv descd; also excg

(2) Baap on the harbor ln of the Willamette River wch pt is the true pob of t ctn parcel of ld descd in t ctn deed frm the Port of Portland, a muni corp, to the United States of America, dt Dec 2 1943, rec Dec 11 1943, in bk 800 pg 234, of the Deed Recs of MCO; th N 26° 17' 40" W 592.35 ft to a pt, wch pt is the SWly cor of t ctn parcel of ld cyd in t ctn dd frm Oregon Shipbuilding Corporation to the Northwest Terminal Company dt Dec 2 1943 and rec Dec 11 1943 in Bk 800 pg 240, Deed Recs of MCO; th S 89° 52' 15" E to a pt, wch pt lies on the Ely bdry of t ctn parcel of ld cyd by deed frm The Port of Portland, a muni corp, to the United States of America, dt Dec 2 1943, rec Dec 11 1943, in Bk 800 pg 234 of the Deed Recs of MCO, and is the true pob of the parcel hin descd; th S 89° 52' 15" E to a pt, wch pt is on the Ely edge of temporary rd esmnt descd in t ctn deed frm Oregon Shipbuilding Corporation to Northwest Terminal Company dt Dec 2 1943, rec Dec 11 1943, in Bk 800 pg 240, Deed Recs of MCO; th N 0° 7' 45" E to a pt on a on wch ln is an Ely extension of the Nly bdry of t ctn parcel of ld cyd by the Port of Portland, a muni corp, to the United States of America by deed dt Dec 2 1943, rec Dec 11 1943, in Bk 800 pg 234 in the Deed Recs of MCO; th N 80° 35' 45" W alg the aforementioned extension of the Nly bdry of t ctn parcel of ld cyd by the Port of Portland, a muni corp to the USA, by dd dt Dec 2 1943, rec Dec 11 1943, in bk 800 pg 234, Deed Recs of MCO, to a pt wch pt is at the junction of the extension of the Nly bdry and the ln forming the Ely bdry of t ctn parcel of ld cyd by the Port of Portland to the United States of America by Deed dt Dec 2 1943, rec Dec 11 1943 in Bk 800 pg 234 Deed Recs of MCO; th S 0° 7' 45" E to the true pob; also excg

(3) All t ptn wch lies wi the parcel hin descd of t ctn r/w 50 ft wide cyd by the William Gatton Estate Company and George G Gatton to Portland General Electric Company by dd dt Feb 7 1941 and rec Feb 11 1941 in bk 588 pg 515 of Deed Recs of sd Co; and also excg

(4) That ctn tract df:
Baap on the Wly bdry of t ctn tract cyd by The William Gatton Estate Company and (b) (6) to Oregon Shipbuilding Corporation by deed dt April 5 1943, and rec April 16 1943, in bk 743 pg 15 of Dds of sd Co, wch pt is 35 ft Sly when measured at r/a frm the Sly ln of t ctn esmnt or r/w cyd by The William Gatton Estate Compaby to Portland General Electric Company by deed dt Feb 7 1941, rec Feb 11 1941 in bk 588 pg 515 Deed Recs of sd Co; th South 80° 35' 45" East pll to the Sly ln of sd esmnt so cyd to Portland General Electric Company, a dist of 1324.25 ft; th at r/a Nly a dist of 35 ft to the intx w the Sly ln of sd esmnt; th North 80° 35' 45" West alg sd Sly ln

cont'd

of sd esmnt to its intx w the Nly extension of the Wly bdry of sd tract cyd by sd deed dt April 5 1943; th South 0° 07' 45" West alg sd Wly bdry to the pl of begg;

Tract (9) as descd hinabv bg subj to the folg:

1. R/w for railroad track to connect w the railroad track on the ppty South of and adjng the abv prms reserved in d frm The William Gatton Estate Company, a corp, and (b) (6) [redacted], a bachelor to Oregon Shipbuilding Corporation, a corp of Del, dt April 5 1943 and rec April 16 1943 in PsD Bk 743 pg 15.

2. Conds and resrs as to the storage, sale, etc. of gasoline or petroleum products as contained in dd to Northwest Oil Co., an Ore corp, dt April 30 1938 and rec May 25 1938 in PsD Bk 450 pg 56.

3. Conds and resrs as to the storage, sale, etc. of gasoline or petroleum products as contained in deed to Northwest Terminal Co. dt Feb 8 1941 and rec Feb 11 1941 in Ps DBk 588 pg 500.

e. All of t ctn parcel of ld descd in t ctn dd frm the City of Portland, to the United States of America, dt Oct 28 1949, rec Nov 1 1949, in bk 1368 pg 45, Deed Recs of MCO, EXC t ptn thof lying wi the bdries of the folg descd tract:

Baap wch pt is the most Ely corner of t ctn parcel of ld descd in t ctn dd frm Electro Metallurgical Company to Oregon Shipbuilding Corporation] dt March 20 1942, rec March 23 1942, in bk 670 pg 432, Deed Recs of MCO; th N 28° 19' 30" W 447.24 ft to a pt; th N 34° 19' E 481.11 ft to a pt; th N 60° 31' 30" E 246.91 ft to a pt; th N 0° 02' 30" W 536.03 ft to a pt; th N 80° 35' 45' W 1326.65 ft to a pt; th S 0° 07' 47" W 2237.74 ft to a pt; th S 22° 53' 15" W 121.15 ft to a pt; th S 26° 00' 22" E 194.48 ft to a pt; th N 62° 09' E 149.71 ft to a pt; th S 89° 50' E 718.30 ft to a pt wch pt lies on the c l of Burgard Road; th alg c l of sd rd N 22° 40' W 171.75 ft to a pt; th NEly alg sd c l on a curve to the right hvg a radius of 477.5 ft and a chord of 660.69 ft to a pt; th N 31° 08' 30" W 30.2 ft to the pob;

Subj,hwvr, to an esmnt for r/w for a railroad track across sd ppty for the common use of the Gtee hin, the Northwest Terminal Company, an Ore corp, and the State of Oregon, actg by and through its State Board of Higher Education, and the s/a of all of sd pties; sd esmnt bg intended to connect w similar esmnts previously gtd to the Northwest Terminal Company as descd in t ctn dd dt Feb 8 1941, whin Oregon Shipbuilding Corporation was Gtr and Northwest Terminal Co was Gtee, wch dd was rec Feb 11 1941 in Bk 588 pg 500, Deed Recs of MCO, and also as descd in t ctn dd dt Dec 2 1943, whin the Port of Portland was Gtr and Northwest Terminal Co was Gtee, wch dd was rec Dec 11 1943, in Bk 800 pg 225, Deed Recs of sd Co. Sd r/w or esmnt shall be located at a place or location t will not work any unnecessary inconvenience to the Gtee hin or to sd Gtee's successors or asgns; and also subj to the folg:

1. Esmnts and rs/w gtd to Portland General Electrical Company by the folg: Esmnt dt March 27 1941 rec April 18 1941 in D Bk 601 pg 294; Esmnt dt June 12, 1941 and rec Sept 17 1941 in D Bk 637 pg 539.

2. R. rts of the public in and to any ptn thof lying wi dedicated sts and highwys.

3. Rights of Governmental bodies in and to t ptn of the abv prms lying below the low water mark of the Willamette River.

cont'd

Tog w all bldgs and imps of whatsoever nature loc upon the abv descd real ppty acquired and owned by the Surplus Properties Corporation, incg, but not limited to, the folg:

Building Number	Description
41	Assembly Building
61	Plate Shop
77	Assembly Warehouse
75	Oil House and Storage Platform
86	Salvage Building
22	Paint Storage Building
51	Electric Cable Storage Platform
12	Boiler Erection Building,
13	Fire Brick Storage Building

EXCG,HWVR, all railroad tracks and all railroad track materials of whatsoever nature (Exclusive of Crane tracks and trackways) loc in or upon the abv-descd real ppty.

And the sd Louis Dulien as such liquidating trustee does hby GBSC unto sd (b) [redacted] the folg personal ppty loc in and upon tract e as descd above:

(here follows list of Numbered Cranes)
Together with;
One paint processing system w overhead monorail conveyors, electrified, consistg of approxly:
Tanks and Ovens, Driers, Monorail System, Conveyors;
Drop Section Stations, etc; Boilers, Hot Water Tanks & Pumps;
Steam Generators and Oil Burner.

And the sd Louis Dulien as such liquidating trustee does hby GBSC to the sd Louis Dulien and Ann Dulien all bldgs, imps, and personal ppty of whatsoever nature loc upon the below-descd real ppty sit in MCO (sd rp bg likewi a ptn of the facility formerly kwn as the Oregon Shipbuilding Corporation Shipyard, Portland, Oregon, the title to wch is not in the Gtr hin):

A. Baap on the Harbor Line of the Willamette River in Sec 35, T2N R1W WM, wch is theSWly corner of t ctn parcel of ld refrrd to as Tract A in t ctn dd frm The William Gatton Estate Company, an Ore corp, and (b) (6) [redacted], a bachelor, to Northwest Oil Co., an Ore corp, dt April 30 1938, and rec May 25 1938, in Bk 450 pg 56, of the Deed Recs of MCO; th Ely alg and in the direction of the Sly ln of sd Tract A a dist of 3150 ft; th NWly and pll to sd Harbor Line a dist of 1300 ft; th Wly pll to sd Sly ln of sd Tract A to the Harbor Line of the Willamette River; th SEly alg sd Harbor Line to the pob;

Also

B. Baap in the Sly ln of the William Gatton DLC in Sec 35, T2N; R1W of the WM, and North 60 deg east 173.21 ft dist frm the SW cor of the sd William Gatton DLC, and rng th north 60 deg east alg the Sly ln of the sd William Gatton DLC, 537.72 ft to a pt; th west pll to the Nly bdry of the City of Portland, 1600.81 ft to a pt in the harbor ln in the Willamette River; th south 26 deg 17 min 40-1/2 sec east alg the sd harbor ln, 300 ft to a pt; th east pll to the Nly bdry ln of the City of Portland, 1004.52 ft to the pl of beg;
Also
Ca the pt of intx of the extension or projection of the south bdry ln of the William Gatton DLC w the south bdry ln of Sec 35, T2N of R1W of the WM, wch south bdry ln of Sec 35 forms the north bdry ln of the City of Portland, wch pt of intx is located on the Nly bdry ln of t ctn tract of ld owned by the City of Portland and used by it as and for Portland Municipal

cont'd

SCHN00316593

Terminal No. 4, and in [illegible] ft distant South [illegible] from the SW corner of the William Gatton DLC, rng th [illegible] deg east alg the Nly bdry of sd Terminal No. 4 a dist of [illegible] ft; th rng Wly and pll w the Nly bdry of the City of Portland, 1004.52 ft to a pt in the harbor ln of the east side of the Willamette River, th SEly folg sd harbor ln to its intx w the Nly bdry ln of the City of Portland; th Ely alg the Nly bdry ln of the City of Portland, 606.99 ft to the pl of begg;

Also

C. a parcel of ld lying, and bg wi Sec 35, T2N R1W WM, and mpdf: Baap wch is the SEly corner of t ctn tract of ld descd in (a) t ctn dd frm William Gatton Estate Company, an Ore corp, and (b) (6) [redacted], a bachelor, to Oregon Shipbuilding Corporation, a Del corp, dt Feb 7 1941, and rec Feb 11 1941 on pg 508 of Bk 588 of the Deed Recs of MCO; which pt is 3,150 ft, measured alg the Sly ln of sd parcel descd in (a), frm the harbor ln, as estabd by the United States Engineers, on the east side of the Willamette River; rng th NEly and pll to sd harbor ln a dist of 1,300 ft; th Ely and pll to the Sly ln of the sd parcel descd in (a) of sd dd untl sd ln intxs the Wly ln of t ctn parcel descd in t ctn dd frm The William Gatton Estate Company, an Ore corp, and (b) (6) [redacted] a bachelor, to Electro Metallurgical Company, a West Vs corp, dt March 28 1941, and rec on April 8 1941, on pg 327 of Bk 599 of the Dd Recs of MCO; th SWly, Sly and SEly alg the three courses forming the Wly bdry of sd tract descd in sd dd to Electro Metallurgical Company to a pt of intx w the NWly r/w ln of the Co Rd, kwn as Burgard Rd; th SWly folg sd NWly bdry ln of sd Co Rd to a pt of intx w the Sly ln of the William Gatton DLC; th Wly alg the Sly ln of sd William Gatton DLC., circumventing t ptn of the Co Rd lying wi the parcel of ld hin descd, to the pt of intx w the projection of the Sly ln of sd parcel descd in (a) of sd dd to Oregon Shipbuilding Corporation; th Wly to the pob;

EXC t ptn of the abv descd tract "C" lying wi the bdries of the folg:

Baap, wch pt is the most Ely cor of t ctn parcel of ld descd in t ctn dd frm Electro Metallurgical Company to Oregon Shipbuilding Corporation, dt March 20 1942, rec March 23 1942, in bk 670 pg 432, Deed Recs of MCO; th N 28° 19' 30" W 447.24 ft to a pt; th N 34° 19' E 481.11 ft to a pt; th N 60° 31' 30" E 246.91 ft to a pt; th N 0° 02' 30" W 536.03 ft to a pt; th N 80° 35' 45" W 1326.65 ft to a pt; th S 0° 07' 47" W 2237.74 ft to a pt; th S 22° 53' 15" W 121.15 ft to a pt; th S 26° 00' 22" E 194.48 ft to a pt; th N 62° 09' E 149.71 ft to a pt; th S 89° 50' E 718.30 ft to a pt wch lies on the c l of Burgard Rd; th alg c l of sd rd N 22° 40' W 171.75 ft to a pt; th NEly alg sd c l on a curve to the ri hvg a radius of 477.5 ft and a chord of 660.69 ft to a pt; th N 31° 08' 30" W 3[illegible].2 ft to the pob;

Wch was acquired and owned by the Surplus Properties Corporation, incg, but not limited to, the folg:

Building Number	Description
55	Mold Loft
54	First Aid
15	Ordnance Bldg.
44	Guard House
40	General Utility Bldg.
36	Joiner Bldg.
37	Sheet Metal Shop
38	Rigging Loft
39	Deck Covering Bldg.
21	Warehouse
52	Engine Inspection Bldg.
66	Carpenter Shop

cont'd

EXCO, HWVR, ~~xx~~ all railroad tracks and all railroad track materials of whatsoever nature (excluding of Crane tracks and trackways) loc in or upon the abv-descd real ppty.

The parcels of land identified hin as tracts "A", "B" and "C", subj to a mtg in fav of the United States of America hinabv specificially referred to, and the gtees assume and agree to comply w ea of the trms and conds set forth in sd mtg.

This Dd is gvn subj to the rights and reservation of the United States of America to all uranium, thorium and oth materials determined pursuant to S c 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761)

The gtr does hby also GBSC to the gtees the folg descd parcels of real est sit in MCO, htfr acquired by the Surplus Properties Corporation frm the Oregon Shipbuilding Corporation, t/w:

A. That ctn parcel hin refrrd to as Tract G, cyd by Terminal Flour Mills Co. to Oregon Shipbuilding Corporation by d dt March 26 1941, rec March 26 1941, in Bk 596 pg 269 of the Deed Recs of MCO, bg descd in sd dd dt March 26 1941, as fol:

Baap in the Sly ln of the William Gatton DLC, in Sec 35, T2N R1W of the WM, and North 60 deg East 173.21 ft dist frm the SW cor of the sd William Gatton DLC, and rng th North 60 deg East alg the Sly ln of the sd William Gatton DLC 537.72 ft to a pt; th West pll to the Nly bdry of the City of Portland, 1600.81 ft to a pt in the harbor ln in the Willamette River; th south 26 deg 17 min 40-1/2 sec East alg the sd harbor ln 300 ft to a pt; th East pll to the Nly bdry ln of the City of Portland, 1004.52 ft to the pl of begg.

Ca the pt of intx of the extension or projection of the south bdry ln of the William Gatton DLC w the south bdry ln of Sec 35, T2N of R1W of the WM, wch south bdry ln of Sec 35 forms the north bdry ln of the City of Portland, wch pt of intx is loc on the Nly bdry ln of t ctn tract of ld owned by the City of Portland and used by it as and for Portland Municipal Terminal No. 4, and is 185.27 ft dist south 60 deg West frm the SW cor of the William Gatton DLC; rng th North 60 ~~X~~ deg East alg the Nly bdry of sd Terminal No. 4 a dist of 358.48 ft; th rng Wly and pll w the Nly bdry of the City of Portland, 1004.52 ft to a pt in the harbor ln of the east side of the Willamette River; th SWly folg sd harbor ln to its intx w the Nly bdry ln of the City of Portland; th Ely alg the Nly bdry ln of the City of Portland, 906.99 ft to pl of begg.

B. T ctn parcel referred to hin as Tract C, cyd by Northwest Terminal Co. and Northwest Oil Co. to Oregon Shipbuilding Corporation by dd dt Feb 11 1941, rec Feb 11 1941, in Bk 589 pg 493 of the Deed Recs of MCO.

C. The ptns of (1) t ctn parcel refrrd to heaf as Tract B, cyd by The William Gatton Estate Company and (b) (6) to Oregon Shipbuilding Corporation by d dt Feb 7 1941, rec Feb 11 1941 in Bk 588 at pg 528, of Deed Recs of MCO, and descd in paragraph (a) of sd dd dt Feb 7 1941, excluding the ptns sd Tract B htfr cyd by Oregon Shipbuilding Corporation to the United States of America, and (2) t ctn parcel referred to heaf as Tract I, cyd by The William Gatton Estate Company and (b) (6) to Oregon Shipbuilding Corporation by dd dt Dec 9 1941, rec Dec 10 1941, in Bk 653 pg 193 of the Deed Recs of MCO, wch lie outside of the bdries of t ctn tract df:

cont'd

23365 cont'd (pg 8) May 29 1950

Baap, wch pt is the most Ely corner of t ctn parcel of ld descd in t ctn d frm Electro Metallurgical Company to Oregon Shipbuilding Corporation, dt March 20 1942, rec March 23 1942 in Bk 670 pg 432, Dd Recs of MCO; th N 28° 19' 30" W 447.24 ft to a pt; th N 34° 19' E 481.11 ft to a pt; th N 60° 31' 30" E 246.91 ft to a pt; th N 0° 02' 30" W 536.03 ft to a pt; th N 80° 35' 45" W 1326.65 ft to a pt; th S 0° 07' 47" W 2237.74 ft to a pt; th S 22° 53' 15" W 121.15 ft to a pt; th S 26° 00' 22" E 194.48 ft to a pt; th N 62° 09' E 149.71 ft to a pt; th S 89° 50' E 718.30 ft to a pt wch lies on the c l of Burgard Rd; th alg c l of sd rd N 22° 40' W 171.75 ft to a pt; th NEly alg sd c l on a curve to the ri hvg a radius of 477.5 ft and a chord of 660.69 ft to a pt; th N 31° 08' 30" W 30.2 ft to the pob.

Tog w and subj to all esmnts of record affectg sd ppty and EXCG thfrm all railroad tracks and all ~~railway~~ railroad track material of whatsoever nature) oth than crane tracks and trackwys) loc in or upon the rp hwy cyd, whether or not sd railroad track material is affixed to the realty and is a part of the realty.

and also all est,rti, in and to the sm.

To H&H, the abv descd and gtd prms unto the sd (b) (6) [redacted], their h/s fe as fully and completely as the sd Louis Dulien, as liquidating trustee of the Surplus Properties Corporation, a dissolved corpn, mi or could cy the sm.

Sig
Ack King Co Wn

1407
327

23366 Easement $1 May 26 1950

(b) (6) [redacted], h&w to
Portland General Electric Company, a corp of Ore, its s/a.

Grant an exclusive and permanent esmnt and/or r/w sit in MCO, of such width as may be reasonably nec to accomplish the purps of this esmnt over, undr and across all of the ppty owned, occupied or controlled by the a v gtrs sit in Sec 35, T2N R1W of the WM, MCO and mpdf:

A. That ctn parcel hin refrrd to as Tradt G, cyd by Terminal Flour Mills Co. to Oregon Shipbuilding Corporation by deed dt March 26 1941, rec March 26 1941, in Bk 596 pg 269 of the Deed Recs of MCO, bg descd in sd dd dt March 26 1941, as fol:
Baap in the Sly ln of the William Gatton DLC, in Sec 35 T2N R1W of the WM, and north 60 deg East 173.21 ft distant

Equitable Savings and Loan Association, an Ore Corp to (b) (6) [redacted], h&w, and (b) (6) [redacted], h&w, Cont Purrs.

Sat of Mtg exec by sp dt June 3 1949 and rec June 28 1949 in bk 1173 pg 160 Mtg Recs MCO

Sig S E Norby, VP. Attest: M C Hansen, A.Secy. Corp Seal Ack

-----pt 9/19 Brentwood

10784 1525/480 Consent to Lease Feb 13 1952

(b) (6) [redacted], h&w William and Elizabeth Shenker [redacted] doing business as William Shenker Company

WHRS, (b) (6) [redacted], h&w, are the record title owners of a tract of ld in MCO, located on the so-called Oregon Shipyard ppty wch tract of ld is df:

Pt Arb 14 + 31 Sec 35 2 N/W

Baap in Sec 35 T2N R1W WM in MCO, kwn as SW cor of Wm Gatton DLC; th N 59° 29' 35" E., 570.52 ft; th N 0° 3' 3" E., 1826.10 ft; th N 89° 56' 57" W., 1403.15 Ft; th N 0° 4' 48" E 313.53 ft to a galvanized boat spike driven flush in pavement; th N 84° 56' 42" W., 356.88 ft to a bolt in gravel, wch is the true pob of the leased tract. Th N 1° 11' 48" E., 222.00 Ft to an iron bar in ground; th N 88° 48'12" W., 398.30 ft to an iron bar in ground; th S 27° 48'30" E., 253.84 ft to an iron bar in ground; th S 88°48'12" E., 275.00 ft to the true pob.
heaf smtms called "the tract", and

WHRS, (b) (6) [redacted] by an Agmt of Sl dt Aug 31 1950, agreed to sell the tract to William and Elizabeth Shenker and such Agmt of Sl is in full force and effect and the purrs are not in default thunor, and

WHRS, William and Elizabeth Shenker, dba William Shenker Company entered into a ls dt Oct 15 1951, w the American Metallic Chemicals Corporation, a Del corp, whby they lsd the foregoing descd tract for a per od of 5 yrs and gave the Lsee and option to renew such ls for an addnl trm of 5 yrs and an option to purchase sd tract.

NOW THFRE, (b) (6) [redacted] as the record owners and the cont sellers of the foregoing descd tract do hby consent to and approve of the execution of the ls dt Oct 15 1951, bet William and Elizabeth Shenker as Lsrs and the American Metallic Chemicals Corporation, a Del corp, as Lsees covering such tract and the trms and conds thof including the option to renew such ls for an addition trm of 5 yrs and the option to purchase sd tract.

Sig; Ack King Co Wn

1525
482

March 11 1952

10785 Memorandum of Lease Oct 15 1951

William and Elizabeth Shenker dba William Shenker Company of Portland, Oregon, Lsr to American Metallic Chemicals Corporation, a Del corp, Lsee.

That the lsr in cons of the rents reserved t heaf are referred to and of the trms,covs,conds,and agmts on the part of the Lsee, t heaf are mentioned and does hby demise and ls unto Lsee and sd Lsee does hby tk and hire frm Lsr the folg descd prms.

Pl Arb 14 Sec 35 2 N 1 W

Sm descn as No. 10784.

To H&H the demised prms unto the Lsee its s/a for a trm of 5 yrs to commence on the 15th dy of Oct 1951, and to expire as of the 14th dy of Oct 1956, at midnight w the option on the part of the Lsee to renew the ls for further period of 5 yrs for the rents, and upon the trms,covs, and conds contained in a ctn indenture of lease bet the pties hereto and bearing ~~d~~ even dt herewith, and w the further right on the part of the Lsee durigng the trm of the lease or any extension thof to pur the abv descd ppty for an amt and on the trms and conds set out in sd ls.

Sig LESSOR: William Shenker, Elizabeth Shenker.
Ack Feb 15 1952, MCO

Sig LESSEE: AMERICAN METALLIC CHEMICALS CORPORATION, a Del corp
By J G McCallum, Pres. By Benj E Guibert, Secy.
Corp Seal shows: American Metallic Chemicals Corp.

Ack Feb 20 1952, MCO by James G McCallum, Pres of American Metallic Chemicals Corporation.

Ack Feb 27 1952, New York Co N Y by B E Guibert, Secy of American Metallic Chemicals Corporation.
Ctf of official char. attached. Seal.

1431
212

10786 Sat of Mtg March 4 1952

The First National Bank of Portland (Oregon), a n.b.a. to (b) (6) [redacted]

Sat of Mtg dt July 27 1940, md by sp to fp and rec Aug 1 1940 in Bk 561 pg 18 Mtgs MCO.

Sig By Geo Branstator, A.Cashier.

14-20/-

No Corp Seal Shown

Ack

argyle pk

SCHN00316598

May 13 1952

21519 1537/319 WD $10 May 12 1952 ($81.40 IRS canc)

Louis Dulien and Ann Dulien, h&w to (b) (6) [redacted], h&w.

GBSC frp in MCO, bdf, t/w:

a. All of t ctn parcel of ld descd in t ctn dd frm the Port of Portland, a muni corp, to the United States of America, dt Dec 2 1943, rec Dec 11 1943 in bk 800 pg 234 of the Dd Recs of MCO, lying South of a ln df:
Baap on the harbor line of the Willamette River, wch is the true pob of t ctn parcel of ld cyd by the abv mentioned dd; th N 26° 17' 40" W a dist of 592.35 ft to a pt wch pt is the SWly cor of t ctn parcel of ld descd inthat ctn dd frm Oregon Shipbuilding Corporation to Northwest Terminal Co. dt Dec 2 1943, rec Dec 11 1943 in bk 800 pg 240 of the Dd recs of MCO; wch pt is the true pob of the abv refrrd to line; th S 89° 52' 15" E to a pt, wch pt is on the Ely bdry of t ctn parcel of ld descd in t ctn dd frm The Port of Portland, a muni corp, to the United States of America, dt Dec 2 1943, rec Dec 11 1943 in bk 800 pg 234 of the Dd Recs of MCO, subj to the folg:

1. Easement for rd purps and for railroad tracks over and across the abv prms created by inst dt Dec 2 1943 and rec Dec 11 1943, in PsD Bk 800 pg 225, md by The Port of Portland, a muni corp to Northwest Terminal Co., a corp of Ore.

2. Easement and r/w 50 ft in width for the erection, construction, mtnce and operation of a transmission line gtd to Portland General Electric Company, a corp of Ore, by dd dt Sept 19 1939 and rec Sept 26 1939 in PsD Bk 515 pg 385.

3. Rights of Governmental bodies in and to t ptn of the abv prms lying below the low water mark of the Willamette River.

b. Baap on the harbor line of the Willamette River wch is the true pob of the parcel of ld to be hin cyd wch pt is also the SWly cor of t ctn parcel of ld descd in dd frm The Port of Portland, a muni corp, to the United States of America, dt Dec 2 1943, rec Dec 11 1943, in bk 800 pg 234 of the Dd Recs of MCO; th in a dir at r/a to sd harbor line, a dist of 877.40 ft to a pt; th S 26° 17' 40" E a dist of 435.87 ft to a pt; th N 89° 52' 15" W to the true pob.

Baap 910.672 ft NWly, measured alg the harbor ln of the Willamette River, frm the SWly cor of t ctn parcel of ld refrrd to as Tract A in t ctn dd frm The William Gatton Estate Company, an Ore corp, and (b) (6) [redacted], a bachelor, to Northwest Oil Company, an Ore corp, dt April 30 1938, and rec May 25 1938, in bk 450 on pg 56 of the Dd Recs of MCO (wch sd SWly pt is a pt on sd Harbor Line, th Ely and pll to the Sly ln of sd Tract A in sd dd dt April 30 1938, a dist of 979.698 ft; th NWly and pll to sd Harbor Line a dist of 389.32 ft; th N 89° 52' 15" W to sd Harbor Line; th SEly alg sd Harbor Line to the pob; both of parcels "b" and "c" as descd abv bg subj to the folg:

1. R/W for railroad track over and across the abv prms reserved by Dd frm the William Gatton Estate Company a corp of Ore, and (b) (6) [redacted], a bachelor, to Oregon Shipbuilding Corporation, a corp of Del, dt Feb 7 1941, rec Feb 11 1941 in PsD Bk 588 pg 508.

2. Resrs as to the use thof contained in dd md by The William Gatton Estate Company, a corp of Ore, and (b) (6) [redacted], to Northwest Oil Company, an Ore corp, dt April 30 1938, rec May 25 1938 in PsD Bk 450 pg 56.

cont'd

SCHN00316599

3. Condn and resrc as to the storage, sale, etc. of gasoline or petroleum products as contained in Dd to Northwest Terminal Co. rec Feb 11, 1941 in PsDRk 588 pg 500.

4. Easement and r/w 50 ft in width for the erection, construction, mtnce and operation of a transmission line gtd to Portland General Electric Company, a corp of Ore by dd dt Sept 19 1939, and rec Sept 26 1939, in PsD Bk 515 pg 385.

5. Easement and ri of ingress and egress to and frm, for erection, construction, mtnce and operation of electrical transmission lines, telephone, etc. created by inst dt Oct 18 1938, rec Oct 28 1938 in PsD Bk 470 pg 469, md by William Gatton Estate Company, an Ore corp, and George G Gatton, bachelor, to Portland General Electric Company, a corp, of Oregon.

6. Rights of Governmental bodies in and to t ptn of the abv prms lying below the low water mark of the Willamette River.

d. All t ctn parcel of ld df:
Baap on the Nly ln of t ctn parcel of ld in Sec 35 T2N of R1W of WM descd in (a) in t ctn dd frm The William Gatton Estate Company and [redacted] to Oregon Shipbuilding Corporation dt D Feb 7 1941, rec Feb 11 1941 in Bk 588 pg 508 of the Dd Recs of MC, wch pob is 2650.93 ft Ely alg sd Nly ln frm the intx of sd Nly ln w the harbor line of the Willamette River; th South 89° 52' 15" East alg sd Nly ln as extended a dist of 1750 ft to a pt on the NWly bdry of t ctn tract descd in t ctn dd frm The William Gatton Estate Company and [redacted] to Electro-Metallurgical Company dt March 28 1941, rec April 8 1941 in Bk 599 pg 327 of Dd Recs of sd Co; th North 34° 19' East 375.42 ft alg the NWly bdry of sd tract deeded to Electro-Metallurgical Company; th North 60° 31' 30" East 248.08 ft to the Wly ln of the Bonneville Substation site; th North 0° 2' 30" West 536.03 ft alg the Wly ln of sd Bonneville Substation site to the Sly ln of the strip of ld 150 ft wide occupied by Bonneville Power Administration; th North 80° 35' 45" West 2203.86 ft alg the Sly ln of sd Bonneville Power Administration ppty; th South 0° 7' 45" East 1324.33 ft to the pob.

EXCEPTING THEREFROM the folg:

(1) All t ptn of the abv descd tract of ld lying east of a ln descd as fol:
Beap, wch pt is the most Ely cor of t ctn parcel of ld descd in t ctn dd frm Electro-Metallurgical Company to Oregon Shipbuilding Corporation, dt March 20 1942, rec March 23 1942, in bk 670 pg 432 Dd Recs of MCO; th N 28° 19' 30" W 447.24 ft to a pt; th N 34° 19' E 481.11 ft to a pt; th N 60° 31' 30" E 246.91 ft to a pt; th N 0° 02' 30" W 536.03 ft to a pt; th N 80° 35' 45" W 1326.65 ft to a pt wch pt is the true pl of begg of t ctn ln referred to hereinabove; th S 0° 07' 47" W to a pt wch pt lies on the most Sly bdry of t ctn parcel of ld hereinabove descd; also excg

(2) Baap on the harbor line of the Willamette River wch pt is the true pob of t ctn parcel of ld descd in t ctn dd frm the Port of Portland, a muni corp, to the United States of America, dt Dec 2 1943, rec Dec 11 1943, in bk 800 pg 234, of the Dd Recs of MCO; th N 26° 17' 40" W 592.35 ft to a pt, wch pt is the SWly cor of t ctn parcel of ld cyd in t ctn dd frm Oregon Shipbuilding Corporation to the Northwest Terminal Company dt Dec 2 1943 and rec Dec 11 1943 in Bk 800 pg 240, Dd Recs of MCO; th S 89° 52' 15" E [illegible] a pt, wch pt lies on the Ely bdry of t ctn parcel of ld cyd b dd frm The Port of Portland, a muni corp, to the United States of America, dt

cont'd

Dec 2 1943, rec Dec 11 1943, in Bk 800 pg 234 of the Dd Recs of MCO, and is the true pob of the parcel hin descd; th S 89° ~~15'~~ 52' 15" E to a pt, wch pt is on the Ely edge of temporary rd esmnt descd in t ctn dd frm Oregon Shipbuilding Corporation to Northwest Terminal Company dt Dec 2 1943, rec Dec 11 1943 in Bk 800 pg 240, Dd Recs of MCO; th N 0° 7' 45" E to a pt on a ln wch line is an Ely extension of the Nly bdry of t ctn parcel of ld cyd by the Port of Portland, a muni corp, to the United States of America by dd dt Dec 2 1943, rec Dec 11 1943, in Bk 800 pg 234 in the Dd Recs of MCO; th N 80° 35' 45" W alg the aforementioned extension of the Nly bdry of t ctn parcel of ld cyd by the Port of Portland, a muni corp, to the United States of America, by dd dt Dec 2 1943, rec Dec 11 1943, in bk 800 pg 234, Dd Recs of MCO, to a pt wch pt is at the junction of the extension of the Nly bdry and the line forming the Ely bdry of t ctn parcel of ld cyd by the Port of Portland to the United States of America by Dd dt Dec 2 1943, rec Dec 11 1943 in Bk 800 pg 234 Dd Recs of MCO; th S 0° 7' 45" E to the true pob; also excg

(3) All t ptn wch lies wi the parcel hin descd of t ctn r/w 50 ft wide cyd by the William Gatton Estate Company and (b) (6) G [redacted] to Portland General Electric Company by dd dt Feb 7 1941 and rec Feb 11 1941 in Bk 588 pg 515 of Dd Recs of sd County; and also excg

(4) That ctn tract df:
Baap on the Wly bdry of t ctn tract cyd by The William Gatton Estate Company and (b) (6) [redacted] to Oregon Shipbuilding Corporation by dd dt April 5 1943, and rec April 16 1943, in bk 743 pg 15 ofDds of sd Co, wch pt is 35 ft Sly when measured at r/a frm the Sly ln of t ctn esmnt or r/w cyd by The William Gatton Estate Company to Portland General Electric Company by dd dt Feb 7 1941, rec Feb 11 1941 in bk 588 pg 515 Dd Recs of sd Co; th South 80° 35' 45" East pll to the Sly ln of sd esmnt so cyd to Portland General Electric Company, a dist of 1324.25 ft; th at r/a Nly a dist of 35 ft to the intx w the Sly ln of sd esmnt; th North 80° 35' 45" West alg sd Sly ln of sd esmnt to its intx w the Nly extension of the Wly bdry of sd tract cyd by sd dd dt April 5 1943; th South 0° 07' 45" West alg sd Wlyy bdry to the pl ofbegg;

Tract "d" as descd hinabv bg subj to the folg:

1. R/w for railroad track to connect w the railroad track on the ppty South of and adjng the abv prms reserved in dd frm The William Gatton Estate Company, a corp, and (b) (6) [redacted], a bachelor, to Oregon Shipbuilding Corporation, a corp, of Del, dt April 5 1943 and rec April 16 1943 in PsD Bk 743 pg 15.

2. Conds and resrs as to the storage, sale, etc. of gasoline or petroleum products as contained in dd to Northwest Oil Co., an Ore corp, dt April 30 1938, and rec May 25 1938 in PsD Bk 450 pg 56.

3. Conds and resrs as to the storage, sale, etc. of gasoline or petroleum products as contained in dd to Northwest Terminal Co dt Feb 8 1941 and rec Feb 11 1941 in PsD Bk 588 pg 50 .

e) All oft ctn parcel of ld descd in t ctn dd frm the City of Portland, to the United States of America, dt Oct 28 1949, rec Nov 1 1949 in bk 1368 pg 45, Dd Recs of MCO, EXC t ptn thof lying wi the bdries of the folg descd tract:

Ent 3-6-10-33

Baap wch pt is the most Ely cor of t ctn parcel of ld descd in t ctn dd frm Electro-Metallurgical Company to Oregon Shipbuilding Corporation dt March 20 1942, rec March 23 1942, in 670 pg 432, Dd Recs of MCO; th N 28° 19' 30" W 447.24 ft to a pt; th N 34° 19' E 481.11 ft to a pt; th N 60° 31' 30" W 246.[illegible]1 ft to a pt; th N 0° 02' 30" W 536.03 ft (cont'd)

SCHN00316601

to a pt; th N 80° 35' 45" W 1326.65 ft to a pt; th S 0° 07' 47" W 2237.74 ft to a pt; th S 22° 53' 15" W 121.15 ft to a pt; th S 26° 00' 22" E 194.43 ft to a pt; th N 62° 09' E 149.71 ft to a pt; th S 89° 50' E 718.30 ft to a pt wch lies on the c l (pt) of Burgard Rd; th alg c l of sd rd N 22° 40' W 171.75 ft to a pt; th NEly alg sd c l on a curve to the ri hvg a radius of 477.5 ft and a chord of 660.69 ft to a pt; th N 31° 08' 30" W 30.2 ft to the pob;

Subj;hwvr, to an esmnt for r/w for a railroad track across sd pptr for the common use of the Gtee hin, the Northwest Terminal Company, an Ore Corp, and the State of Oregon, actg by and through its State Board of Higher Education, and the successors and asgns of all of sd pties; sd esmnt bg intended to connect w similar esmnts previously gtd to the Northwest Terminal Company as desed in t ctn dd dt Feb 8 1941, whin Oregon Shipbuilding Corporation was Gtr and Northwest Terminal Co was Gtee, wch dd was rec Feb 11 1941 in Bk 588 pg 500, Dd Recs of MCO, and also as desed in t ctn dd dt Dec 2 1943, whin the Port of Portland was Gtr and Northwest Terminal Co was Gtee, wch dd was rec Dec 11 1943 in Bk 800 pg 225, Dd Recs of sd Co. Sd r/w or esmnt shall be located at a place or location t will not work any unnecessary inconvenience to the Gtee hin or to sd Gtee's successors or asgns; and also subj to the folg:

1. Easements and rights of way gtd to Portland General Electric Company by the folg: Esmnt dt March 27 1941, rec April 18 1941 in D Bk 601 pg 294; Easement dt June 12 1941 and rec Sept 17 1941 in D Bk 637 pg 539.

2. Rights of the public in and to any ptn thof lying wi dedicated streets and highways.

3. Rights of Governmental bodies in and to t ptn of the abv prms lying below the low water mark of the Willamette River.

The Gtrs do hby also gbsc to the Gtees the fd parcels of real est sit in MCO, heretofore acquired by the Surplus Properties Corporation frm the Oregon Shipbuilding Corporation, t/w:

A/ That ctn parcel hin referd to as Tract G, cyd by Terminal Flour Mills Co to Oregon Shipbuilding Corporation by dd dt March 26 1941, rec March 26 1941, in Bk 596 pg 269 of the Dd Recs of MCO, bg desed in sd dd dt March 26 1941, as fol:

Baap in the Sly ln of the William Gatton DLC, in Sec 35 T2N R1W of the WM, and North 60 Deg East 173.21 ft dist frm the SW cor of the sd William Gatton DLC, and rng th North 60 deg East alg the Sly ln of the sd William Gatton DLC 537.72 ft to a pt; th West pll to the Nly bdry of the City of Portland, 1600.51 ft to a pt in the harbor ln in the Willamette River; th south 26 deg 17 min 40-1/2 sec East alg the sd harbor ln 300 ft to a pt; th East pll to the Nly bdry ln of the City of Portland, 1004.59 ft to the pl of bgng.

In the pt of intx of the extension or projection of the south bdry ln of the William Gatton DLC w the south bdry ln of Sec 35, T2N of R1W of the WM, wch south bdry ln of Sec 35 forms the north bdry ln of the City of Portland, wch pt of intx is located on the Nly bdry ln of t ctn tract of ld owned by the City of Portland and used by it as and for Portland Municipal Terminal No. 4, and is 185.27 ft dist south 60 deg West frm the SW cor of the William Gatton DLC; rng th North 60 deg East alg the Nly bdry of sd Terminal No. 4 a dist of 358.45 ft; th rng Nly and pll w the Nly bdry of the City of Portland, 1004.52 ft to a pt in the harbor ln of the east side of the Willamette river; th SEly folg sd harbor ln to its intx w the Nly bdry ln of the City of Portland: (cont'd

th Ely alg the Nly bdry ln of the City of Portland, 606.9 ft to pl of begg.

B. That ctn parcel referred to hin as Tract C, cyd by Northwest Terminal Co. and Northwest Oil Co. to Oregon Shipbuilding Corporation by dd dt Feb 11 1941, rec Feb 11 1941 in Bk 588 pg 493 of the Dd Recs of MCO.

C. The ptns of (1) t ctn parcel referred to heaf as Tract B. cyd by The William Gatton Estate Company and (b) (6) to Oregon Shipbuilding Corporation by dd dt Feb 7 1941 rec Feb 11 1941, in Bk 588 pg 508, of Dd Recs of MCO, and desed in paragraph (a) of sd dd dt Feb 7 1941, excluding the ptns of sd Tract B htfr cyd by Oregon Shipbuilding Corporation to the United States of America, and (2) t ctn parcel refrrd to heaf as Tract I, cyd by The William Gatton Estate Company and (b) (6) to Oregon Shipbuilding Corporation by dd dt Dec 9 1941, rec Dec 10 1941 in Bk 653 pg 193 of the Dd Recs of MCO, wch lie outside of the bdries of t ctn tract df:

Baap, wch pt is the most Ely cor of t ctn parcel of ld desed in t ctn dd frm Electro-Metallurgical Company to Oregon Shipbuilding Corporation, dt March 20 1942, rec March 23 1942, in Bk 670 pg 432, Dd Recs of MCO; th N 25° 19' 30" W 447.24 ft to a pt; th N 34° 19' E 481.11 ft to a pt; th N 60° 31' 30" E 246.91 ft to a pt; th N 0° 02' 30" W 535.93 ft to a pt; th N 80° 35' 45" W 1326.65 ft to a pt; th S 27° 07' 47" W 2237.74 ft to a pt; th S 22° 53' 15" W 121.15 ft to a pt; th S 26° 00' 22" E 194.48 ft to a pt; th N 62° 09' E 149.71 ft to a pt; th S 89° 50' E 718.30 ft to a pt wch lies on the c l of Burgard Rd; th alg c l of sd rd N 22° 40' W 171.75 ft to a pt; th NEly alg sl c l on a curve to the rl hvg a radius of 477.5 ft and a chord of 660.69 ft to a pt; th N 31° 08' 30" W 30.2 ft to the pob.

Tog w and subj to all esmnts of record affectg sd ppty, EXCG, HWVR, frm all of the abv desed ppty, those ctn ptns thof heretofore cyd by the Gtrs hin as fol:

1. That ptn dd to California Container Corporation, a Del Corp, rec June 1 1950 in PsD Bk 1408 pg 125;
2. That ptn deeded to Beall Pipe and Tank Corporation, an Ore corp, rec June 2 1950 in PsD Bk 14[illegible] pg 375;
3. That ptn deeded to The City of Portland, a municorp of the S/O, actg by and through its Commission of Public Docks, rec March 6 1952 inPsD Bk 1524 pg 595.

ffi, EXCG as hinabv set forth, and a ctn mtg in fav of the United States of America, md as of the 10th dy of March 1950 and rec MCO on the 23rd dy of May 1950, and the pties to wch are Surplus Properties Corporation, Mtgr, and the United States of America, Mtgee, the unpd bal of wch Mtg the Gtees hin assume and agree to py.
EXCG FURTHER t this dd is subj to the ~~fith~~ rights and reservations of the United States of America to all uranium, thorium, and oth materials determined pursuant to Sec 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat.761).

Alg & Ack King Co Pn.

14376 U S Discharge

14377 1598/481 Asgt of Mtg $675.98 March 28 1953 26795

(b) (6) h&w to (b) (6)
(b) (6) h&w

Asgns Mtg dt June 17 1952 md by (b) (6) h&w to fp Mtg rec Ps Bk 1456 pg 392 on June 18th 1953 Mtges MCO now due $841.82 w int fr March 5 1953

Sig (b) (6)
Ack h&w

14378 1592/461 B/S Dd $__ March 27 1953 4-2-53

(b) (6) to William Shenker and Elizabeth Shenker, co-partners doing business under the firm nm and style of William Shenker Company

That (b) (6) desc as h&w in t ctn dd May 13th 1952 in Bk 1537 at pges 319 through 327 thof inclusive, Dd Recs of MCO, are in truth and in fact co-partners doing business under the firm nm and style of William Shenker Company, and t the sd dd and conveyance set forth in Bk 1537 pges 319 through 327 inclusive, as afsd, through inadvertance and error, designates the gtees as holding the sd ppty h&w when in truth and in fact the sd ppty was acqd by them and ea of them and is held and owned by them and ea of them as co-partners doing business under the firm nm and style of William Shenker Company WHEREFORE, the sd (b) (6) do hby bargain, grant, sell and convy unto sd William Shenker and Elizabeth Shenker, co-partners doing business under the firm nm and style of William Shenker Company, all of the real ppty desc in t ctn dd rec on May 13th 1952 in Bk 1537 at pges 319 through 327 thof inclusive, Dd Recs of MCO, tog w all and singular...and all of their est rti in and to the sm

Sig & Ack No status shown

Ack

30536 1611/79 Lease July 8 1953.

Bell Oil Terminal Co., a corp of Ore to Douglas-Guardian Warehouse Corporation, a corp of Ia

Whrs, lsr, is the owner of ctn warehouse rooms and bldgs and prms loc at Portland MCO more particularly outlined on the attached plat and df:
The tank compound of the Bell Oil Terminal Co., ~~ak~~ an area of 340'x422.5' surrounded by a 30" concrete retaining wall, tog w all tanks now or hrftr erected thon, and all concrete retaining wall, tog w all tanks now or hrftr erected thon, and all esmnts, receiving docks, loading docks, pipes, valves, pumps, and oth facilities used for receiving, storing, protecting and delivering liquid petroleum products; sd compound bg located primarily, if not entirely, in the SW 1/4 NW 1/4 of Sec 35 T2N R1W WM; wch sd compound shall be kwn, during the trm of this ls, as Warehouse No. 167 of the Douglas-Guardian Warehouse Corporation;

Arts 31732

WHRS, sd lsee has bn and now is conductg a public warehouse business and in connection therewith issues warehouse receipts, and does desire in connection w such bus to ls the sd warehouse prms abv descd;
NOW,THFRE, in cons of the prms and of the covs and agmts hin contained, the pties hto obligate themselves as fol:
The Lsr hby leases, rents, demises and lets to the lsee, its s/a, frm the dt of this agmt and lsee hby hires and tks of and frm lsr the sd abv descd warehouse bldg, rooms and prms on a tenancy frm mo to mo, or untl the sd tenancy shall be terminated by a 30 dy written notice gvn by either pty to the other, for the rental sum of $1.00 etc.etc.

Seventh. /~~a~~ Any and all leases heretofore md by the pties hto wch in any wise affect the ppty hin demised are hby canceled and rendered void, it bg understood t any and all such leases are superseded hby.

NINTH. Lessor hin declares t he is the owner of the hin lsd prms and t sd prms are subj to no mtgs or dds of trust, ~~xx~~ exc: The ld involved is bg acquired frm Wm Shenker Company, Portland, Oregon, under a sales cont under wch full (cont'd)

30536 cont'd July 14 1953

title is not acquired untl Dec 1 1953. The tanks and oth facilities are bg acquired frm the American Pipe and Construction Co., Portland, Oregon, under a sales cont by wch full title is not acquired untl Sept 1 1953.

Sig By fp By Geo A Keep, VP. Corp Seal
Ac
Sig by sp By Don E Holliday, A-Sec-Treas. No Corp Seal shwn
Ack
(BLUEPRINT ATTACHED)

SCHN00316605

Arbs. 31-32

CANCELLATION OF LEASE

BOOK 1960 PAGE 27

NW 35 2N-1W

THIS INDENTURE made in the City of Portland County of Multonah State of Oregon This 20th day of April, 1959 by and between Bell Oil Terminal Co. a corporation organized and existing under and by virtue of the laws of the State of Oregon party of the first part, hereinafter called the lessor, and DOUGLAS-GUARDIAN WAREHOUSE CORPORATION, a corporation of Louisiana, party of the second part, hereinafter called the lessee.

WITNESSETH:

WHEREAS, the lessor and the lessee, on the 8th day of July, 1953, entered into a certain indenture or lease which is now in full force and effect, and which said lease was recorded on July 14, 1953 (Date) in Book 1611, at page 79 of Official Records #30536 Multonah County, Oregon; and

WHEREAS, said parties desire to have said lease terminated;

NOW, THEREFORE, it is mutually agreed that said lease be terminated on this date.

IN WITNESS WHEREOF the parties hereto have subscribed these presents, and hereunto set their respective seals the day and year first above written.

(Signed) Bell Oil Terminal Co.

By Newton P. [illegible] V. Pres

WITNESS:

[illegible]

[illegible]

DOUGLAS-GUARDIAN WAREHOUSE CORPORATION

By LeRoy Nate
Asst-Secy-Treas.

ATTEST:

[illegible]
Asst. Secretary-Treasurer

STATE OF OREGON)
PARISH OF ss.
COUNTY OF MULTNOMAH)

On this 3rd day of June 1959, before me, personally came [illegible] to me personally known, who being by me duly sworn did depose and say that he resides in [illegible]; that he [illegible] of the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

[illegible]
Notary Public

STATE OF Oregon)
PARISH OF ss.
COUNTY OF Multnomah)

On this 5th day of May, 1959, before me, personally came LeRoy O. Nate to me personally known, who being by me duly sworn did depose and say that he resides in Portland, Oregon; that he is Assistant-Secretary-Treasurer of the Douglas-Guardian Warehouse Corporation, the corporation described in and which executed the above instrument and that he signed his name thereto; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal.

[illegible]
Notary Public
NOTARY PUBLIC FOR OREGON
My Commission Expires Mar. 22, 1961

24607

(SEAL) DOCUMENT 24607 RECORDED JUN 16 1959 12:36 P M SI COPY [illegible] Clerk

JUN 15 1959

SCHN00316606

SALE AGREEMENT

BOOK 2108 PAGE 316

THIS SALE AGREEMENT, made and entered into this 28th day of February, 1961, by and between WILLIAM SHENKER and ELIZABETH SHENKER, Co-partners, doing business as WILLIAM SHENKER COMPANY, ELIZABETH SHENKER, surviving partner, hereinafter referred to as Vendor, and DULIEN STEEL PRODUCTS INC. OF WASHINGTON, a Washington Corporation, hereinafter referred to as Vendee;

W I T N E S S E T H :

The Vendor does hereby agree to sell to the Vendee and the Vendee does hereby agree to purchase from the Vendor, the real property situated in Multnomah County, Oregon, described in Exhibit "A" attached hereto and by this reference made a part hereof, in consideration of the purchase price and under the terms and conditions of one certain Sale Agreement of even date between the parties hereto, which Sale Agreement is by this reference made a part hereof.

VENDOR:

WILLIAM SHENKER and ELIZABETH SHENKER, Co-partners, doing business as WILLIAM SHENKER COMPANY

By Elizabeth Shenker
Elizabeth Shenker, Surviving Partner

(Seal)

VENDEE:

DULIEN STEEL PRODUCTS INC. OF WASHINGTON
A Washington Corporation

By Louis Dulien
Louis Dulien, President

ATTESTED:

Jean M. O'Neara
Jean M. O'Neara, Asst. Secretary

11536 H

SCHN00316607

STATE OF ~~OREGON~~ ~~XXX~~ california
County of ~~Multnomah~~ ~~XXXXXXXX~~ Santa Clara } ss.

BOOK 2108 PAGE 317

On this ~~28th~~ 25 day of ~~February~~ March, 1962, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ELIZABETH SHENKER, who is known to me to be the surviving partner in WILLIAM SHENKER COMPANY, a Co-partnership consisting of WILLIAM SHENKER and ELIZABETH SHENKER, and acknowledged to me that she executed the same freely and voluntarily.

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

Notary Public for ~~Oregon~~ California
My Commission Expires: 9/25/62
County of Santa Clara

STATE OF Washington
COUNTY OF King } ss.

BE IT REMEMBERED, that on this 28th day of February, 1961, before me, the undersigned, a Notary Public in and for said County and State, before me appeared Louis Dulien, and Jean M. O'Meara both to me personally known, who being first duly sworn did say that he, the said Louis Dulien is the President, and she, the said Jean M. O'Meara is the Assistant Secretary of Dulien Steel Products, Inc. of Washington, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Louis Dulien and Jean M. O'Meara acknowledged said instrument to be the free act and deed of said corporation.

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

Morris T. Robbins
Notary Public for State of Washington
My Commission Expires: April 23, 1963

PUBLIC
APR 23, 196

SCHN00316608

EXHIBIT "A"

TO

BOOK 2108 PAGE 318

SALE AGREEMENT

BETWEEN

WILLIAM SHENKER AND ELIZABETH SHENKER,
Co-partners, doing business as WILLIAM SHENKER COMPANY, Vendor,
AND
DULIEN STEEL PRODUCTS INC., OF WASHINGTON, Vendee.

PARCEL I:
A tract of land in Section 35, Township 2 North, Range 1 West of the Willamette Meridian in Multnomah County, Oregon, described as follows:

Beginning on the harbor line along the right or easterly side of the Willamette River at a point which bears north 26°17'40" west 24.01 feet along said harbor line from its intersection with the projection of the south line of said Section 35; thence south 89°53' east, parallel with and 21.5 feet north from the south line of said Section 35 and its projection, a distance of 684.60 feet to a point on a line drawn parallel with and 11.0 feet southerly, when measured at right angles, from the projected southeasterly line of the William Gatton Donation Land Claim; thence north 59°29'35" east, parallel with and 11.0 feet southeasterly from said claim line and its projection, 124.71 feet; thence north 56°33'43" east 15.52 feet to a point 10.5 feet southeasterly, measured at right angles, from said claim line; thence north 59°29'35" east, parallel with and 10.5 feet southeasterly from said claim line, a distance of 124.26 feet; thence south 89°53' east, parallel with the south line of aforesaid Section 35, 288.73 feet to a point marked by an iron bar monument; thence north 59°29'35" east, parallel with said claim line, 57.95 feet to a point marked by an iron bar monument; thence south 89°53' east, parallel with the south line of said Section 35, 1204.74 feet to a point marked by an iron bar monument; thence north 61°47'20" east 394.57 feet to a point in the westerly line of N. Burgard County Road No. 1397, said point being 30 feet westerly, measured [illegible] right angles, from the center line of said road; thence north 22°46'10" west, along said westerly road line, 362.05 feet to a point marked by an iron pipe monument; thence, continuing along said road line, north 22°46'10" west 141.60 feet; thence north 67°13'50" east 30.0 feet to a point in

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the center line of said road; thence north 22°46'10" west, along said center line, 367.81 feet to Engineer's Station 13+52.53, being south 22°40' east 171.75 feet from Multnomah County Road Marker 15+24.2°; thence north 89°50' west 718.30 feet; thence south 62°09' west 10.26 feet; thence north 1°10'30" west 118.01 feet; thence south 89°53' east 256.82 feet; thence south 0°54'30" east 4.03 feet; thence south 89°47' east 117.53 feet to an iron spike at the west end of the south line of N. Sever Road (County Road No. 1379-A); thence north 0°13' east, along the west end of said road, 70 feet; thence following the north line of N. Sever Road on the arc of a curve to the right and normal to the last described course, with a radius of 388.1 feet and central angle of 13°26', a distance of 91.1 feet; thence on a radial line to the left, north 13°39' east 10 feet; thence on the arc of a curve to the right and normal to the last described course, with a radius of 399.1 feet and central angle of 36°, a distance of 250.1 feet to an intersection with the westerly line of N. Burgard Road; thence tracing said road line north 22°40' west 37.4 feet to a point normal to highway monument PC 13+26.28; thence on the arc of a curve to the right with a radius of 507.5 feet and central angle of 87°12' a distance of 772.4 feet to the most easterly corner of a tract conveyed to Oregon Shipbuilding Corporation by deed recorded March 23, 1942 in PsDeed book 670, page 432; thence north 22°19'30" west 447.24 feet; thence north 34°19' east 21 feet; thence north 88°19' west along the south line of an existing roadway and an easterly extension thereof, 342.14 feet to the west line of aforesaid Oregon Shipbuilding Corporation tract; thence, tracing the line of said tract, north 0°07'45" east 1140.32 feet to a point in the southerly line of that certain easement tract, 35 feet wide, as described in a deed to Northwest Terminal Company recorded December 11, 1943 in PsDeed book 800, page 240; thence north 80°35'45" west, along said easement line, to an intersection with the easterly line, projected north 0°07'45" east, of a 25 foot temporary road easement described in said deed to Northwest Terminal Company; thence south 0°07'45" west along said projection and the line of said temporary easement, to an intersection with a line drawn south 89°52'15" east from the most southerly corner of the tract conveyed to Northwest Terminal Company by said deed recorded in PsDeed book 800, page 240; thence north 89°52'15" west to said southerly corner of the Northwest Terminal Company tract, being a point on the harbor line on the easterly side of the Willamette River; thence south 26°17'40" east, along said harbor line, 3321.94 feet, more or less, to the point of beginning;

EXCEPTING from the foregoing described tract the following parcels:

(a) Beginning at the monument marking the southwest corner of the William Gatton Donation Land Claim; thence north 59°23'35" east 570.52 feet; thence north 0°03'03" east 1826.10 feet to a point marked by an iron boat spike in pavement and the true point of beginning; thence north 89°56'57" west 1403.15 feet; thence north 0°04'48" east 313.53 ft;

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thence south 89°56'57" east 1075.20 feet; thence south 65°07'48" east 361.13 feet; thence south 0°03'03" west 161.70 feet to the true point of beginning;

(b) Beginning at the monument marking the southwest corner of the William Gatton Donation Land Claim; thence north 59°29'35" east 570.52 feet; thence north 0°03'03" east 1826.10 feet; thence north 89°56'57" west 1403.15 feet to a boat spike in pavement; thence north 0°04'48" east 313.53 feet to a spike in pavement; thence north 67°33'18" east 213.99 feet to a nail in the center of a spur track; thence due south 21.5 feet to a spike in pavement and the true point of beginning; thence south 89°58' east 61.5 feet; thence due north 417.75 feet; thence north 89°52'15" west 640.68 feet; thence south 229.81 feet to the north line of a tract leased to American Chemical Corporation by instrument recorded March 11, 1952 in PsDeed book 1525, page 482; thence south 89°21' east 26.10 feet to the northeast corner of said leased tract; thence south 0°39' west 188.56 feet; thence south 89°58' east 553.08 feet to the true point of beginning;

(c) Beginning at the monument marking the southwest corner of the William Gatton Donation Land Claim; thence north 59°29'35" east 1054.31 feet; thence north 26°15'33" west 44.31 feet to the true point of beginning; thence north 63°44'27" east 10.22 feet; thence south 26°15'33" east 84.22 feet; thence north 63°44'27" east 754.93 feet to a corner marked by an iron bar; thence north 26°15'33" west 509.99 feet; thence north 30°42'33" west 35.58 feet; thence on the arc of a curve to the left with a radius of 250 feet and a central angle of 27°30' a distance of 119.99 feet; thence north 58°12'33" west 38.59 feet; thence on the arc of a curve to the left with a radius of 337.5 feet and a central angle of 16°30' a distance of 97.19 feet to the northeast line of a tract conveyed to Beall Pipe & Tank Corporation by deed recorded in PsDeed book 1408, page 375; thence along the line of said Beall tract, north 31°04' 27" east 34.33 feet; thence north 58°55'33" west 28.50 feet; thence south 31°04'27" west 25.40 feet; thence south 63°44'27" west 634.50 feet to a point marked by a 5/8 inch steel bar driven flush in macadam pavement at the northwest corner of aforesaid Beall tract; thence north 26°15'33" west 270 feet; thence south 63°44'27" west 104.25 feet; thence south 26°15'33" east 977.50 feet; thence north 63°44'27" east 104.25 feet to the true point of beginning;

(d) Beginning at the monument marking the southwest corner of the William Gatton Donation Land Claim; thence north 83°10'23" east 2032.55 feet to the true point of beginning and marked by a railroad spike flush in pavement; thence north 70°27' east 621.64 feet; thence north 17°24' west 135.34; thence north 34°53' west

253.90 feet; thence north 27°47' west 337.25 feet; thence due west 565.08 feet; thence south 20°24' east 903.16 feet to the true point of beginning;

PARCEL II:
A tract of land in Section 35, Township 2 North, Range 1 West of the Willamette Meridian in Multnomah County, Oregon, described as follows:

Beginning at the most easterly corner of the tract conveyed to Oregon Shipbuilding Corporation by deed recorded March 23, 1952 in PsDeed book 670, page 432 and being north 31°05'30" west 30.2 feet from N. Burgard Road monument PT 22+53.86; thence north 28°19'30" west 447.24 feet; thence north 34°19' east 21.0 feet to the true point of beginning; thence continuing north 34°19' east 460.11 feet; thence north 60°31'30" east 119.18 feet to the west line of the tract conveyed to United States of America (for Bonneville Administration) by deed recorded February 16, 1953 in PsDeed book 1584, page 305; thence north 0°26'30" east along said west line of the Bonneville tract 616.39 feet; thence north 80°35'45" west 1219.55 feet to the projected east line of the tract conveyed to Louis Dulion and Ann Dulion by deed recorded May 29, 1950 in PsDeed book 1407, page 313; thence tracing said east line south 0°21' west 1227.20 feet to a point marked by a spike in pavement; thence south 88°19' east along the south line of an existing 50 foot roadway 842.54 feet to the true point of beginning;
EXCEPTING therefrom the following described tracts:

(a) That portion thereof which lies within that certain right of way 50 feet wide conveyed to Portland General Electric Company by instrument recorded February 11, 1941 in PsDeed book 588, page 515;

(b) That portion thereof which lies within that tract conveyed to the Port of Portland by deed recorded December 11, 1943 in PsDeed book 800, page 258, described as follows:
Beginning at a point on the westerly boundary of that certain tract conveyed by The William Gatton Estate Company and (b) (6) [redacted] to Oregon Shipbuilding Corporation by deed dated April 5, 1943, recorded April 16, 1943 in PsDeed book 743, page 15, which point is 35 feet southerly, when measured at right angles from, the southerly line of that certain easement or right of way conveyed by The William Gatton Estate Company and (b) (6) [redacted] to Portland General Electric Company by deed dated February 7, 1941, recorded February 11, 1941 in PsDeed book 588, page 515; thence south 80°35'45" east parallel to the southerly line of said easement so conveyed to Portland General Electric Company, a distance of 1324.25 feet; thence at right angles northerly a distance of 35 feet to the intersection with the southerly line of said easement; thence north 80°35'45" west along said southerly line of said easement to its intersection with the westerly boundary of said tract conveyed by said deed dated April 5, 1943; thence south 0°07'45" west along said westerly boundary to the place of beginning;

PARCEL III:

A tract of land in Section 35, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at Station 13+52.53 on the center line of N. Burgard Road No. 1377 which bears South 22°40' East on said center line from road monument 15+24.28; thence North 89°50' West 241.[illegible] feet to the curved Southerly line of N.Sever Road No. 1374-A and the true point of beginning hereof; thence continuing North 89°50' West 229.34 feet; thence North 0°54'30" West 107.85 feet; thence South 89°47' East 17.53 feet to the West end of the South line of N. Sever Road; thence along the line of said road, on a tangent to the right on the arc of a curve with a radius of 318.1 feet and central angle of 27°02' a distance of 150.14 feet; thence radially South 27° 14'30" West 2[illegible] feet; thence left perpendicularly, on a curve to the right with a radius of 29[illegible].1 feet and central angle of 18°12'30", a distance of 94.73 feet to the true point of beginning.----

Parcel I - [illegible]

Parcel II - [illegible]

Parcel III - [illegible]

SEALD DOCUMENT 11836 RECORDED MAR 26 1982 3:48PM SI COMM. [illegible]

REAL PROPERTY SALE AGREEMENT

THIS REAL PROPERTY SALE AGREEMENT made and entered into this 30th day of October, 1968, by and between (b) (6) [redacted] husband and wife, individually, and DULIEN STEEL PRODUCTS, INC. OF WASHINGTON, a Washington corporation, hereinafter referred to as the Vendors, and BROADWAY HOLDING COMPANY, an Idaho corporation, hereinafter referred to as Vendee;

WITNESSETH:

WHEREAS, (b) (6) [redacted] are the owners of an undivided one-third (1/3) interest in the real property described in Exhibit "A" attached hereto and made a part hereof, and Dulien Steel Products, Inc. of Washington, a Washington corporation, is the owner of an undivided two-thirds (2/3) interest in said real property; and

WHEREAS, Dulien Steel Products, Inc. of Washington, a Washington corporation, is the sole owner of the real property described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the Vendors have heretofore granted to the Vendee an option, wherein the Vendee is given forty-five (45) days within which to purchase the real property described in Exhibits "A" and "B" attached hereto;

NOW, THEREFORE, for and in consideration of the purchase price to be paid by the Vendee to the Vendors in the amounts and at the times as herein specified, the Vendors hereby sell to the Vendee, and the Vendee hereby purchases from the Vendors, on the terms and conditions as hereinafter set forth, all of the real property described in Exhibits "A" and "B" attached hereto and made a part hereof, together with all of the improvements thereon and the appurtenances thereunto belonging.

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The purchase price for the real property described in Exhibit "A" is TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000.00), and the purchase price for the real property described in Exhibit "B" is TWO HUNDRED THOUSAND DOLLARS ($200,000.00), which said aggregate purchase price of TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS ($2,700,000.00) shall be paid as follows:

Option payment made prior to the execution of this Agreement	$ 20,000.00
Payment to be made at the time of the exercise of the option on said real property	780,000.00
Payment to be made on or before the elapse of 90 days after the exercise of the option	1,900,000.00
Total -	$2,700,000.00

The deferred balance of the purchase price shall bear interest at the rate of 6% per annum from the date of the exercise of the option and until paid, which said interest shall be paid in full at the time of the payment of the final installment of principal.

The aforementioned payments of the purchase price shall be made to Morrison & Bailey, Attorneys at Law, 1700 Standard Plaza, Portland, Oregon, as Escrow Agents. Upon the exercise of the option, the parties hereto shall execute and deliver to the escrow agents this land sale contract in duplicate and the Vendors shall execute and deliver to the escrow agents deeds conveying title to the real property described in Exhibits "A" and "B" from the Vendors to the Vendee. The deeds delivered in escrow as aforesaid shall convey to the Vendee the real property described in Exhibits "A" and "B" and shall warrant against all encumbrances and exceptions to title, save and except such encumbrances and exceptions to title as are set forth in the preliminary title report issued by Transamerica Title Insurance Company dated

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July 10, 1968, Order No. 41-5622, a copy of which said preliminary title report has been delivered by the Vendors to the Vendee, and save and except the quitclaim deed and easements for public utility purposes granted July 8, 1968 to the Port of Portland and others.

Upon the exercise of the aforementioned option, the escrow agents shall deliver to the Vendors the $20,000.00 option payment and the further payment of $780,000.00 made by the Vendee as aforesaid, and shall deliver to the Vendee an executed duplicate original of this land sale contract. Upon the payment into escrow of the final payment of purchase price in amount of $1,500,000.00, with interest thereon as herein provided, the escrow agents shall record the deeds delivered in escrow by the Vendors as aforesaid and shall cause an owner's policy of title insurance to be issued and delivered to the Vendee at the expense of the Vendors. The policy of title insurance issued as aforesaid shall be in the principal amount of $2,700,000.00 and shall insure title in real property in the Vendee as owner thereof, and free and clear of all encumbrances and exceptions to title, save and except the encumbrances and exceptions to title as set forth in the preliminary title report hereinbefore identified, and save and except the quitclaim deed and easements for public utility purposes granted July 8, 1968 to the Port of Portland and others. Upon the recording of the deeds as aforesaid, the escrow agents shall deliver the final payment of the purchase price in the amount of $1,900,000.00 plus interest to the Vendors, and shall cause the aforementioned deeds, after the recording thereof, to be delivered to the Vendee.

The real property taxes for the 1968-69 fiscal year shall be prorated between the Vendors and the Vendee as of the date

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of the exercise of the option. The Vendee may elect as to whether the fire insurance coverage on improvements on the property shall be continued or cancelled, and if the Vendee shall elect to continue the insurance coverage on said improvements, then the prepaid premiums on said insurance shall be prorated between the Vendors and the Vendee as of the date of the exercise of the option. Pending the final payment of the purchase price and interest thereon, the Vendee shall, at its own expense, keep the improvements on the subject real property insured against fire in the principal amount of $500,000.00, and said insurance shall be issued in such form as to protect the Vendors and Vendee as their respective interests appear.

The Vendors shall assign to the Vendee all of their interest in any leases on the real property described in Exhibits "A" and "B", and, in such event, current and prepaid rentals on said real property shall be prorated between Vendors and Vendee as of the date of the exercise of the option. Any arrearages in rentals on said property shall be and remain the property of and shall be collectable by the Vendors.

The Vendee shall be entitled to possession of the real property described in Exhibits "A" and "B" on the date on which the Land Sale Contract hereinbefore referred to is executed by the Vendors and by the Vendee.

Time is of the essence of this contract, and in the event that the Vendee shall fail to make the payments of principal or interest, or any of them, punctually and upon the strict terms and at the times limited herein, or if the Vendee shall neglect or fail to keep or fulfill any other term or provision hereof on the part of the Vendee to be kept and fulfilled, and if the

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Vendee shall not cure said default within a period of ten (10) days after written notice thereof has been given by the Vendors to the Vendee, then the entire amount of principal of purchase price and interest thereon payable hereunder shall become immediately due and payable at the election of the Vendors, and this contract shall from the date of said failure be null and void, and all rights and interest hereby created or existing in favor of the Vendee, its successors in interest or assigns, or derived under this contract, shall utterly cease and terminate, and the property which is subject to this contract shall revert to and revest in the Vendors, their personal representatives, heirs, successors in interest and assigns, without any declaration of forfeiture or re-entry, and without any other act by the Vendors to be performed, and without any right in the Vendee of reclamation or compensation for moneys paid or improvements made, as absolutely and fully as if this contract had never been made. In addition to the right of forfeiture hereinabove provided, the Vendors may pursue such other remedies in law or equity as are available to them for breach of this contract by the Vendee.

This contract shall inure to the benefit of, and shall be binding upon, the personal representatives, heirs, successors in interest and assigns of the respective parties hereto.

The waiver by the Vendors of the breach by the Vendee of any provision of this contract shall not be taken or deemed to be a waiver of any prior or subsequent breach of the same or any other provision of this contract.

Any notice from the Vendee to the Vendors hereunder shall be in writing and shall be delivered by United States registered or certified mail to the office of Bitten Steel Products, Inc. of Washington, P. O. Box 3565, Seattle, Washington 98124, or shall be hand delivered to an officer of said corporation. Any notice

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from the Vendors to the Vendee hereunder shall be in writing and shall be delivered by United States registered or certified mail at the office of Broadway Holding Company at Boise, Idaho, or shall be hand delivered to an officer of said corporation.

The Vendors shall execute and deliver to the Vendee, at the time that the deeds to the real property are recorded as herein provided, assignments to any and all easements and rights-of-way, options to purchase, and any other rights and interests which the Vendors have heretofore acquired in adjacent property for the purpose of serving the real property which is subject to this contract.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 31 day of October, 1968.

VENDEE:

BROADWAY HOLDING COMPANY, an Idaho corporation

By A. W. Campbell
A. W. Campbell
Attorney-in-Fact

(Seal)

VENDORS:

(b) (6) [redacted]

Individually

DULIEN STEEL PRODUCTS, INC. OF WASHINGTON, a Washington corporation

By Louis Dulien
Louis Dulien, President

By Ann Dulien
Ann Dulien, Secretary

(Seal)

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STATE OF OREGON
County of Multnomah } ss.

October 31, 1968

Personally appeared the above-named (b) (6) (b) (6), and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Dorothy A. Ziegler
Notary Public for Oregon
My Commission Expires: 2/28/70

STATE OF OREGON
County of Multnomah } ss.

October 31, 1968

Personally appeared LOUIS DULIEN and ANN DULIEN, who, being sworn, each for himself and not one for the other, stated that the former is the President and that the latter is the Secretary of Dulien Steel Products, Inc. of Washington and that the seal affixed hereto is its seal and that this instrument was voluntarily signed and sealed in behalf of the corporation by authority of its board of directors.

Before me:

Dorothy A. Ziegler
Notary Public for Oregon
My Commission Expires: 2/28/70

STATE OF OREGON
County of Multnomah } ss.

October 31, 1968

Personally appeared A. W. CAMPBELL, who, being sworn, stated that he is the attorney-in-fact for BROADWAY HOLDING COMPANY, and that he executed the foregoing instrument by authority of and in behalf of said principals; and he acknowledged said instrument to be their act.

Before me:

Dorothy A. Ziegler
Notary Public for Oregon
My Commission Expires: 2/28/70

BOOK 649 PAGE 264

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EXHIBIT "A"
To Real Property Sale Agreement

Between
(b) (6) [redacted],
Husband and Wife, Individually,
and
Dulien Steel Products, Inc. of Washington,
& Washington Corporation, Vendors,
and
Broadway Holding Company,
An Idaho Corporation, Vendee.

BOOK 643 PAGE 265

A tract of land in Section 35, Township 2 North, Range 1 West of the Willamette Meridian in Multnomah County, Oregon, described as follows:

Beginning on the [illegible] line along the right or easterly side of the Willamette River a[illegible] point which bears North 26° 17' 40" West 24.01 feet along said harbor l[illegible] intersection with the projection of the South line of said [illegible] the South 89° 53' East, parallel with and 21.5 f[illegible] from the South line of said Section 35 and its projection, a distance [illegible] 684.60 feet to a point on a line drawn parallel with and 11.0 feet southerly, when measured at right angles, from the projected southeasterly line of the William Gatton Donation Land Claim; thence North 59° 29' 35" East, parallel with and 11.0 feet Southeasterly from said claim line and its projection, 124.71 feet; thence north 5[illegible]° 33' 43" East 15.52 feet to a point 10.5 feet southeasterly, measured at right angles, from said claim line; thence North 59° 29' 35" East, parallel with and 10.5 feet Southeasterly from said claim line, a distance of 124.26 feet; thence South 89° 53' East parallel with the South line of aforesaid Section 35, 288.73 feet to a point marked by an iron bar monument; thence North 59° 29' 35" East, parallel with said claim line, 57.95 feet to a point marked by an iron bar monument; thence South 89° 53' East, parallel with the South line of said Section 35, 1904.74 feet to a point marked by an iron bar monument; thence North 61° 47' 20" East 394.57 feet to a point in the Westerly line of N. Burgard County Road No. 1397, said point being 30 feet Westerly, measured at right angles, from the center line of said road; thence North 22° 46' 10" West, along said Westerly road line, 205.69 feet to a point that is North 70° 27' East 30.55 feet from the southeast corner of that certain tract conveyed to Dulien Steel Products, Inc., of Washington, by deed recorded July 18, 1956, in Deed Book 1795 page 247; [illegible] continuing along said Westerly Road line North 22° 46' 10" West 156.36 feet to a point; thence continuing along said Westerly Road line along the arc of a 543 foot radius curve to the left through a central angle of 6° 24' an arc distance of 60.65 feet (the long chord of which bears North 25° 58' 10" West 60.62 feet); thence continuing along said Westerly Road line North 29° 10' 10" West 117.88 feet to a point on the Southerly Road line of North Sever Road, County Road No 1379A; thence along said Southerly Road Line South [illegible]° 49' 50" West 42.96 feet to a point on the Easterly line of that certain tract conveyed to Dulien Steel Products Inc., of Washington by deed recorded July 18, 1956, in Deed Book 1795 page 247; thence South 34° 53' East 197.17 feet; thence South 17° 24' East 135.34 feet to the Southeast corner of said Dulien Steel Products Inc., of Washington tract; thence South 70° 27' West 621.64 feet to the Southwest corner of said Dulien Steel Products Inc. of Washington tract; thence North 20° 54' West 903.16 feet to the Northwest corner of said Dulien Steel Products Inc. of Washington tract; thence West 11.52 feet to a point; thence South 62° 09' West 10.26 feet to a point; thence North 1° 10' 30" West 118.01 feet to the northwest corner of that certain tract conveyed to Beall Pipe and Tank Corporation by deed recorded June 25, 1962, in Book 2122 page 235; thence South 89° 53' East

- CONTINUED -

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along the north line of said Beall tract, 256.82 feet to the northeast corner thereof; thence South 0° 54' East along the east line of said Beall tract 4.03 feet to the northwest corner of that certain tract conveyed to Owen McIntyre Electrical Company by deed recorded June 8, 1959, in Book 1958 page 672; thence South 89° 47' East along the north line of said McIntyre tract 100 feet to the northeast corner thereof and the northwest corner of that certain tract conveyed to McIntyre Electrical Inc. by deed recorded June 6, 1968, in Book 623 page 26; thence South 89° 47' East, along the north line of the last McIntyre tract, 17.53 feet to the west end of the south line of N. Sever Road; thence North 0° 13' East, along the West line of said road, 70 feet; thence following the North line of N. Sever Road on the arc of a curve to the right and normal to the last described course, with a radius of 388.1 feet and central angle of 13° 26', a distance of 91.1 feet; thence on a radial line to the left, north 13° 39' East 10 feet; thence on the arc of a curve to the right and normal to the last described course, with a radius of 398.1 feet and central angle of 36°, a distance of 250.1 feet to an intersection with the Westerly line of N. Burgard Road; thence tracing said road line North 22° 40' West 97.6 feet to a point normal to highway monument PC 15+24.28; thence on the arc of a curve to the right with a radius of 507.5 feet a distance of 622.35 feet to the southwest corner of that certain tract conveyed to Portland General Electric Company by deed recorded October 4, 1967, in Book 585 page 347; thence northerly along the west line of said Portland General Electric tract to point "A" thereof; thence South 9° 26' 45" West 10 feet to a point in the south line of that certain road easement described in Book 800 page 240, recorded December 11, 1943; thence North 80° 35' 45" West, along said easement line, to an intersection with the easterly line, projected North 0° 07' 45" East, of a 25 foot temporary road easement described in said deed to Northwest Terminal Company; thence South 0° 07' 45" West along said projection and the line of said temporary easement, to an intersection with a line drawn South 89° 52' 15" East from the most southerly corner of the tract conveyed to Northwest Terminal Company by said deed recorded in PS Deed Book 800 page 240; thence North 89° 52' 15" West 1476.11 feet, more or less, to the northeast corner of that certain tract conveyed to Bell Oil Terminal Co. by deed recorded February 1, 1955, in Deed Book 1703 page 450; thence South along the east line of said Bell tract 417.75 feet to the southeast corner thereof; thence West along the south line of said Bell tract 61.5 feet to the southwest corner thereof and the southeast corner of that certain tract conveyed to Bell Oil Terminal Co. by deed recorded October 9, 1953, in Book 1625 page 494; thence with the south and west lines of the second Bell tract with the following courses: North 89° 56' West, 353.68 feet, North 0° 39' East 188.56 feet, North 89° 21' West 26.10 feet, and North 229.81 feet to the northwest corner thereof, said point being in a line drawn South 89° 52' 15" East from the most southerly corner of the tract conveyed to Northwest Terminal Company by deed recorded in Book 800 page 240; thence North 89° 52' 15" West to said southerly corner of the Northwest Terminal Company tract,

- continued -

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being a point on the harbor line on the Easterly side of the Willamette River; thence South 26° 17' 40" East, along said harbor line, 3323.94 feet, more or less, to the point of beginning;

TOGETHER WITH the easements for road purposes reserved in deed from (b) (6) [redacted], a widow, individually, and Elizabeth Shenker, Trustee under the Will of William Shenker, (b) (6) [redacted] to Dullen Steel Products, Inc. of Washington, a Washington corporation, recorded October 4, 1967, in Deed Book 585 at pages 341 to 343, and in the Deed from Dullen Steel Products, Inc. of Washington, a Washington corporation, to Portland General Electric, an Oregon corporation, recorded October 4, 1967, in Deed Book 585 pages 344 to 347.

TOGETHER WITH an easement for railroad purposes reserved in the two deeds from William Shenker and Elizabeth Shenker, husband and wife, and co-partners doing business as William Shenker Company, to Bell Oil Terminal Co., recorded October 9, 1953, in Deed Book 1625 page 497, and deed recorded February 1, 1955, in Book 1703 page 450.

TOGETHER with an easement for rail road purposes reserved in the deed from (b) (6) [redacted] and (b) (6) [redacted] (b) (6) [redacted], husband and wife, doing business as William Shenker Company, to Dullen Steel Products, Inc. of Washington, recorded July 18, 1956, in Deed Book 1795 page 217. (For benefit of Parcel I)

TOGETHER WITH an easement for railroad purposes reserved in deed from Willamette Estate Company, an Oregon Corporation and (b) (6) [redacted], a bachelor, to Oregon Ship Building Corporation recorded February 11, 1941 in Book 588 page 508.

TOGETHER WITH AN EASEMENT for Railroad purposes in easement agreement with Beall Pipe & Tank Corp. recorded in Book page . (This instrument has not yet been recorded)

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EXCEPTING from the foregoing described Parcel I the following parcels:

(a) Beginning at the monument marking the southwest corner of the William Gatton Donation Land Claim; thence North 59° 29' 35" East 570.52 feet; thence North 0° 03' 03" East 1825.10 feet to a point marked by an iron boat spike in pavement and the true point of beginning; thence north 89° 56' 57" West 1403.15 feet; thence North 0° 04' 48" East [illegible]3.53 feet; thence South 89° 56' 57" East 1075.20 feet; thence South 65° 07' 48" East 361.13 feet; thence South 0° 03' 03" West 161.70 feet to the true point of beginning;

(b) A tract of land in Section 35, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

From a monument marking the Southwest corner of the Wm. Gatton Donation Land Claim and the Northwest corner of J. Loomis Donation Land Claim; thence North 59° 29' 35" East 1054.31 feet to a point; thence North 26° 15' 33" West 44.31 feet to a point to the most Easterly corner of the tract described in deed recorded February 14, 1956, in FS Deed Book 1769 page 257, to Beall Pipe & Tank Company; thence South 63° 44' 27" West 104.25 feet to an old pipe and the true point of beginning of this tract; thence South 26° 15' 33" East 226.89 feet to a new pipe; thence bearing left on a curve of 286 feet radius, an arc distance of 9135 feet to a new pipe; thence continuing left on a curve of 332.5 feet radius, an arc distance of 151.00 feet to a new spike in pavement; thence North 65° 58' 07" East 777.00 feet to a new pipe; thence North 25° 15' 33" West 900.13 feet; thence North 30° 42' 33" West 35.58 feet; thence on the arc of a curve to the left with a radius of 250 feet and a central angle of 27° 30' a distance of 119.99 feet; thence North 58° 12' 33" West 38.59 feet; thence on the arc of a curve to the left with a radius of 337.5 feet and a central angle of 16° 30' a distance of 97.19 feet to the Northeast line of a tract conveyed to Beall Pipe & Tank Corporation by deed recorded in FS Deed Book 1408 page 375; thence along the line of said Beall tract, north 31° 04' 27" East 34.33 feet; thence North 58° 55' 33" West 28.50 feet, thence South 31° 04' 27" West 25.40 feet; thence South 63° 44' 27" West 176.3 feet; thence North 76° 12' 33" West 419.6 feet; thence South 63° 44' 27" West, 241.25 feet; thence South 26° 15' 33" East 977.50 feet to the true point of beginning.

(c) A tract of land in Section 35, Township 2 North, Range 1 West, of the Willamette Meridian, in the County of Multnomah and State of Oregon, conveyed to Port of Portland by Quitclaim Deed recorded October 30, 1968 in Book 647 page 1476.

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Page 4 of four pages - Exhibit "A"

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EXHIBIT "B"
To Real Property Sale Agreement

(b) (6) [redacted],
Husband and Wife, Individually,
and
Dulien Steel Produ[illegible]s, Inc. of Washington,
a Washington Co[illegible]tion, Vendors,
and
Broadway Holding Company,
An Idaho Corporation, Vendee.

BOOK 649 PAGE 269

A tract in Section 35, Township 2 North, Range 1 West, of the Willamette Meridian, Multnomah County, Oregon, described as follows: Beginning at a point known as the Southwest corner of Wm. Catton Donation Land Claim on County Plat 35, Township 2 North, Range 1 West, and marked with a 2" pipe; thence North 83° 10' 23" East 2032.55 feet to true point of beginning of this said property and marked by a railroad spike flush in pavement; thence North 70° 27' East 621.64 feet to a 3/4" iron pipe; thence North 17° 24' West 135.34 feet to a 1" iron pipe; thence North 34° 53' West, 253.90 feet to a 1-1/2" iron pipe; thence North 27° 47' West 337.25 feet to a 1-1/2" iron pipe; thence due West 565.08 feet to a tack in pavement; thence South 20° 54' East 903.16 feet to the true point of beginning, SAVE AND EXCEPT that portion lying in North Sever Road No. 1397A and North Burgard Road.

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SCHN00316625

FORM No. 761—WARRANTY DEED—CORPORATION

KNOW ALL MEN BY THESE PRESENTS, that DULIEN STEEL PRODUCTS, INC. OF WASHINGTON, *a corporation duly organized and existing under the laws of the State of* Washington *, hereinafter called grantor, in consideration of* ONE MILLION SIX HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SIX AND 67/100 DOLLARS ($1,666,666.67)---------- *to grantor paid, does hereby grant, bargain, sell and convey unto* BROADWAY HOLDING COMPANY, an Idaho corporation *, hereinafter called grantee and grantee's ~~heirs~~, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of* Multnomah *, and State of Oregon, described as follows, to-wit:*

An undivided two-thirds (2/3) interest in the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

TOGETHER WITH all improvements, buildings, railroad tracks and switches in place.

BOOK 660 PAGE 1240

TRANSAMERICA TITLE INSURANCE COMPANY 41

To Have and to Hold the above described and granted premises unto the said grantee and grantee's ~~heirs~~, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's ~~heirs~~, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances EXCEPT those enumerated in Exhibit "B" attached hereto and by this reference made a part hereof,

and that grantor will warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

In construing this deed and where the context so requires, the singular includes the plural.

Done by order of the grantor's board of directors, with its corporate seal attached, this 31st *day of* October *, 19*68.

DULIEN STEEL PRODUCTS, INC. OF WASHINGTON, a Washington corporation

(CORPORATE SEAL)

By Louis Dulien *President*
Louis Dulien

By Ann Dulien *Secretary*
Ann Dulien

STATE OF OREGON, County of Multnomah *) ss.* October 31 *, 19*68

Personally appeared Louis Dulien *and* Ann Dulien *who, being sworn, each for himself and not one for the other, stated that the former is the* President *(president or other officer) and that the latter is the* Secretary *(secretary or other officer) of grantor corporation and that the seal affixed hereto is its seal and that this deed was voluntarily signed and sealed in behalf of the corporation by authority of its board of directors.*

Before me: Suzanne Pike
Notary Public for Oregon.
My commission expires 8-5-72

(OFFICIAL SEAL)

WARRANTY DEED
CORPORATION
DULIEN STEEL PRODUCTS, INC. OF WASHINGTON, a Washington corporation
TO
BROADWAY HOLDING COMPANY, an Idaho corporation

AFTER RECORDING RETURN TO
Robert R. Carney
Morrison & Bailey
1700 Standard Plaza
Portland, Oregon 97204

STATE OF OREGON,

DEED

JAN 27 1969

3031

SCHN00316626

EXHIBIT "A"
To Warranty Deed

Dulien Steel Products, Inc. of Washington, a Washington corporation, Grantor, to

Broadway Holding Company, an Idaho corporation, Grantee, dated October 31, 1968.

PARCEL I:
A tract of land in Section 35, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning on the old harbor line along the right or easterly side of the Willamette River at a point which bears North 26° 17' 40" West 24.01 feet along said harbor line from its intersection with the projection of the south line of said Section 35; thence South 89° 53' East, parallel with and 21.5 feet North from the south line of said Section 35 and its projection, a distance of 684.60 feet to a point on a line drawn parallel with and 11.0 feet Southerly, when measured at right angles, ~~from the~~ projected southeasterly line of the William Gatton Donation Land Claim; thence North 59° 29' 35" East, parallel with and 11.0 feet Southeasterly from said claim line and its projection, 124.71 feet; thence North 56° 33' 43" East 15.52 feet to a point 10.5 feet Southeasterly, measured at right angles from said claim line; thence North 59° 29' 35" East, parallel with and 10.5 feet Southeasterly from said claim line, a distance of 124.26 feet; thence South 89° 53' East, parallel with the south line of aforesaid Section 35, 288.73 feet to a point marked by an iron rod monument; thence North 59° 29' 35" East, parallel with said claim line, 57.95 feet to a point marked by an iron rod monument; thence South 89° 53' East, parallel with the south line of said Section 35, 1904.74 feet to a point marked by an iron rod monument; thence North 61° 47' 20" East 394.57 feet to a point in the westerly right-of-way line of N. Burgard, County Road No. 1397, said point being 30 feet Westerly, measured at right angles, from the center line of said road; thence North 22° 46' 10" West, along said westerly right-of-way line, 205.69 feet to a point that is North 70° 27' East 30.55 feet from the southeast corner of that certain tract conveyed to Dulien Steel Products, Inc., of Washington, by deed recorded July 18, 1956 in Deed Book 1795, page 247; thence continuing along said westerly right-of-way line, North 22° 46' 10" West 156.36 feet to a point; thence continuing along said westerly right-of-way line along the arc of a 543 foot radius curve to the left through a central angle of 6° 24' an arc distance of 60.65 feet (the long chord of which bears North 25° 53' 10" West 60.62 feet); thence continuing along said westerly right-of-way line North 29° 10' 10" West 117.38 feet to a point on the southerly road line of North Sever Road, County Road No. 1379A; thence along said southerly road line South 60° 49' 50" West 12.96 feet to a point on the easterly line of that certain tract conveyed to Dulien Steel Products Inc., of Washington, by deed recorded July 18, 1956 in Deed Book 1795, page 247; thence South 34° 53' East 197.17 feet; thence South 17° 28' East 135.34 feet to the southeast corner of said Dulien Steel Products Inc. of Washington tract; thence South 70° 27' West 621.64 feet to the southwest corner of said Dulien Steel Products Inc. of Washington tract; thence North 20° 54' West 903.16 feet to the northwest corner of said Dulien Steel Products Inc. of Washington tract; thence North 69° 50' West 11.52 feet; thence South 62° 09' West 10.25 feet to the southwest corner of that certain tract conveyed to Beall Pipe and Tank Corporation, by

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deed recorded June 25, 1962 in Book 2122, page 235; thence North 0° 10' 30" West (North 1° 10' 30" West deed) along the west line of said Beall Tract, 118.01 feet to the northwest corner thereof; thence South 89° 53' East, along the north line of said Beall Tract, 256.82 feet to the northeast corner thereof; thence South 0° 54' 30" East, along the east line of said Beall Tract, 4.03 feet to the northwest corner of that certain tract conveyed to Owen McIntyre Electrical Company, by deed recorded June 8, 1959 in Book 1953, page 672; thence South 89° 47' East, along the north line of said McIntyre Tract, 100 feet to the northeast corner thereof and the northwest corner of that certain tract conveyed to McIntyre Electrical Inc. by deed recorded June 6, 1968 in Book 623, page 28; thence South 89° 47' East, along the north line of the last McIntyre Tract, 17.53 feet to the west end of the south line of N. Sever Road; thence North 0° 13' East, along the west line of said road, 70 feet; thence following the north line of N. Sever Road on the arc of a curve to the right and normal to the last described course, with a radius of 388.1 feet and central angle of 13° 26', a distance of 91.1 feet; thence on a radial line to the left, North 13° 39' East 10 feet; thence on the arc of a curve to the right and normal to the last described course, with a radius of 393.1 feet and central angle of 35° 51' 30" a distance of 249.15 feet to an intersection with the westerly right-of-way line of N. Burxard Road; thence tracing said road line North 22° 46' 10" West 104.16 feet to a point normal to highway monument BC 15+24.28; thence continuing along said westerly right-of-way line along the arc of a 507.50 foot radius curve to the right through a central angle of 69° 28' 30" an arc distance of 615.38 feet (the long chord of which bears North 11° 58' 05" East 578.36 feet) to the southwest corner of that certain tract conveyed to P.G.E. Co. by deed recorded October 4, 1967 in Book 585, page 347; thence North 15° 17' 15" West, along the west line of said P.G.E. Co. tract, 402.49 feet; thence continuing along said west line North 28° 47' 20" West 125.15 feet to the northwest corner of Parcel II, said P.G.E. Co. tract; thence South 88° 00' 25" East 26.50 feet to the southwesterly corner of Parcel I, said P.G.E. Co. tract; thence North 17° 24' 15" West, along the westerly line of said P.G.E. Co. tract, 361.95 feet; thence continuing along said westerly line along the arc of a 881.50 foot radius curve to the right through a central angle of 22° 51' 50", an arc distance of 351.76 feet (the long chord of which bears North 5° 58' 20" West 349.43 feet); thence continuing along said westerly line North 5° 27' 35" East 43.17 feet; thence continuing along said westerly line North 15° 20' 45" East 118.36 feet; thence continuing along said westerly line along the arc of a 197.60 foot radius curve to the left through a central angle of 95' 54', an arc distance of 330.74 feet (the long chord of which bears North 32° 36' 15" West 293.46 feet); thence continuing along said westerly line, North 80° 33' 15" West, 68.90 feet to the most westerly corner of said P.G.E. Co. tract; thence South 9° 24' 15" West 11.34 feet to a point in the south line of that certain road easement described in Book 800, page 258, recorded December 11, 1943; thence North 80° 35' 45" West, along said easement line,

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[illegible] feet to an intersection with the easterly line, projected [illegible], 0° 07' 45" East, of a 25 foot temporary road easement described in said deed to Northwest Terminal Co.; thence South 0° 07' 45" West 673.28 feet, along said projection and the easterly line of said temporary easement, to an intersection with a line drawn South 89° 52' 15" East from the most southerly corner of the tract conveyed to Northwest Terminal Co. by deed recorded in Book 800, page 240; thence North 89° 52' 15" West 1[illegible].32 feet to the northeast corner of that certain tract conveyed to Bell Oil Terminal Co. by deed recorded February 1, 1955 in Deed Book 1703, page 450; thence South 0° 07' 45" West, along the east line of said Bell Tract, 417.75 feet to the southeast corner thereof; thence North 89° 57' 15" West, along the south line of said Bell Tract, 61.50 feet to the southwest corner thereof and the southeast corner of that certain tract conveyed to Bell Oil Terminal Co. by deed recorded October 9, 1953 in Book 1625, Page 494; thence along the south and west lines of the second Bell Tract, with the following courses; North 89° 55' 15" West, 553.08 feet; North 0° 02' 45" East 189.56 feet; North 89° 18' 15" West 26.10 feet and North 0° 02' 45" East 229.39 feet to the northwest corner thereof, said point being on a line drawn South 89° 52' 15" East from the most southerly corner of the tract conveyed to Northwest Terminal Co. by deed recorded in Book 800, page 240; thence North 89° 52' 15" West 918.13 feet to a point on the harbor line on the easterly side of the Willamette River as established by the U. S. Army Corps of Engineers, February 9, 1968; thence South 23° 36' 12" East, along said harbor line, 1309.36 feet to an angle point on said harbor line; thence continuing along said harbor line, South 25° 51' 50" East 1987.52 feet to its intersection with and 21.5 feet Northerly of the projected south line of said Section 35; thence South 89° 53' East, along said line which is 21.5 feet Northerly of and parallel to the south line of said Section 35, 3[illegible].43 feet to the point of beginning, TOGETHER WITH the easements for road purposes reserved in deed from (b) (6) [redacted], a widow, individually, and Elizabeth Shenker, Trustee under the Will of William Shenker, Deceased to Dullen Steel Products, Inc. of Washington, a Washington Corporation, recorded October 4, 1967 in Deed Book 585 at pages 341 to 343, and in the Deed from Dullen Steel Products, Inc. of Washington, a Washington Corporation, to Portland General Electric, an Oregon Corporation, recorded October 4, 1967 in Deed Book 585, pages 344 to 347.

TOGETHER WITH an easement for railroad purposes reserved in the two deeds from William Shenker and Elizabeth Shenker, husband and wife, and co-partners doing business as William Shenker Company, to Bell Oil Terminal Co., recorded October 9, 1953, in Deed Book 1625, page 497, and deed recorded February 1, 1955 in Book 1703, page 450.

TOGETHER WITH an easement for railroad purposes reserved in the deed from William Shenker and Elizabeth Shenker, husband and wife, doing business as William Shenker Company, to Dullen Steel Products, Inc. of Washington, recorded July 18, 1956 in Deed Book 1795, page 217. (For benefit of Parcel 1)

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TOGETHER WITH an easement for railroad purposes reserved in deed from William Gatton Estate Company, an Oregon Corporation and (b) (6), a bachelor, to Oregon Ship Building Corporation recorded February 11, 1941 in Book 588, page 503.

TOGETHER WITH an easement for railroad purposes in easement agreement with Beall Pipe & Tank Corporation, recorded November 6, 1968 in Book 648, Page 1222.

EXCEPTING from the foregoing described Parcel I the following parcels:

(a) A tract of land in Section 35, Township 2 North, Range 1 West of Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the monument marking the southwest corner of the William Gatton Donation Land Claim; thence North 59° 29' 35" East, along the south line of said Gatton Donation Land Claim 570.52 feet; thence North 0° 13' 35" West 1825.92 feet (deed North 0° 03' 03" East, 1826.10 feet) to a point marked by a boat spike and being the true point of beginning of the tract herein described; thence North 89° 56' 12" West, 1403.15 feet (deed North 89° 56' 57" West, 1403.15 feet) to a point marked by a boat spike; thence North 0° 07' 35" East 313.53 feet (deed North 0° 04' 48" East 313.53 feet) to point marked by a boat spike; thence South 89° 56' 12" East, 1075.20 feet (deed South 89° 56' 57" East, 1075.20 feet) to a point marked by a boat spike; thence South 65° 05' 03" East, 361.13 feet (deed South 65° 07' 45" East, 361.13 feet) to a point marked by a boat spike; thence South 0° 05' 48" West, 161.70 feet (deed South 0° 03' 03" West, 161.70 feet) to the point of beginning

(b) A tract of land in Section 35, Township 2 North, Range 1 West of Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

From a monument marking the southwest corner of the William Gatton Donation Land Claim and the northwest corner of the J. Loomis Donation Land Claim; thence North 59° 29' 35" East, along the south line of the said Gatton Donation Land Claim, 1045.69 feet (deed 1054.31 feet); thence North 26° 15' 13" West 46.56 feet (deed 54.31 feet) to the most easterly corner of that certain tract conveyed to Beal Pipe and Tank Co. by deed recorded February 14, 1956 in Deed Book 1769, page 257; thence South 63° 44' 27" West, 104.25 feet to a 3/4 inch iron pipe and the true point of beginning of the tract herein described; thence South 26° 15' 36" East, 226.89 feet (deed South 26° 15' 36" East, 226.89 feet) to an iron pipe; thence along the arc of a 286.0 foot radius curve to the left (the long chord of

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which bears South 35° 34' 09" East 90.58 feet) through a central angle of 18° 13' 23" an arc distance of 90.96 feet (deed 91.35 feet) to an iron pipe; thence along the arc of a 332.5 foot radius curve to the left (the long chord of which bears South 57° 37' 05" East 149.54 feet) through a central angle of 25° 59' 27" an arc distance of 150.83 feet (deed 151.00 feet) to a post; thence North 65° 56' 11" East 777.9 feet (deed North 65° 58' 07" East 777.0 feet) to a post; thence North 26° 15' 33" West, 949.13 feet; thence North 30° 42' 33" West, 35.58 feet; thence along the arc of a 250.0 foot radius curve to the left (the long chord of which bears North 44° 27' 33" West, 118.33 feet) through a central angle of 27° 30', an arc distance of 119.99 feet; thence North 58° 12' 33" West, 38.59 feet; thence along the arc of a 337.5 foot radius curve to the left (the long chord of which bears North 66° 27' 33" West, 96.86 feet) through a central angle of 16° 30', an arc distance of 97.19 feet; thence North 31° 04' 27" East 37.33 feet; thence North 58° 55' 33" West, 28.50 feet; thence South 31° 04' 27" West, 25.40 feet; thence South 63° 44' 27" West, 176.30 feet; thence North 76° 35' 40" West, 419.60 feet (deed North 76° 12' 33" West, 419.6 feet) to a one-inch iron pipe; thence South 63° 34' 17" West, 240.25 feet (deed South 63° 44' 27" West, 241.25 feet); thence South 26° 16' 36" East, 977.36 feet (deed South 26° 15' 33" East, 977.50 feet) to the point of beginning.

(c) A tract of land in Section 35, Township 2 North, Range 1 West, of the Willamette Meridian, in the County of Multnomah and State of Oregon, conveyed to Port of Portland by Quitclaim Deed recorded October 30, 1968 in Book 647, page 1476.

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EXHIBIT "B"
To Warranty Deed

Pullen Steel Products, Inc. of Washington, a Washington corporation, Grantor, to
Broadway Holding Company, an Idaho corporation, Grantee

The real property described in Exhibit "A" is conveyed free from all encumbrances except the following:

1. The rights of the public and of governmental bodies in and to any portion of the above property lying below low water line of the Willamette River, and ownership of the State of Oregon below low water line of the Willamette River.

2. An easement created by instrument, including the terms and provisions thereof, dated March 26, 1941, recorded March 26, 1941, in Deed Book 596 page 269 in favor of Terminal Flour Mills Co., an Oregon corporation, for sewer along and adjacent to Southeasterly and Southerly line of property in deed recorded in Deed Book 596 page 269, to an outlet in the Willamette River. (Along portion of Southeasterly and Southerly line)

3. An easement created by instrument, including the terms and provisions thereof, dated December 2, 1943 recorded December 11, 1943, Deed Book 800 page 225 in favor of Northwest Terminal Co. a corporation of Oregon, and assigns, for railroad tracks.

4. A permanent easement created by instrument, including the terms and provisions thereof, dated December 2, 1943, recorded December 11, 1943, in Deed Book 800 page 240, in favor of Northwest Terminal Co., a corporation of Oregon. (The portion of this easement referred to as "temporary" is no longer valid) (Includes Railroad)

5. An easement created by instrument, including the terms and provisions thereof, dated December 2, 1943, recorded December 11, 1943, in Deed Book 800 page 253 in favor of The William Gatton Estate Company and (b) (6) and assigns, also to Port of Portland in deed dated December 4, 1943 recorded December 11, 1943 in Book 800 page 258. (Right of way for road and agreement for temporary easement)

6. An easement created by instrument, including the terms and provisions thereof, dated May 22, 1950, recorded May 23, 1950, in Deed Book 1405 page 549, and more particularly described in Deed recorded June 1, 1950, in Deed Book 1408 page 125, in favor of California Container Corporation, a Delaware corporation and assigns.

7. An easement created by instrument, including the terms and provisions thereof, dated May 20, 1950, recorded May 23, 1950, in Deed Book 1405 page 577, in favor of Northwest Terminal Co., and assigns. (Easement for railroad track) This instrument recites it is intended to connect with similar easements created by instrument recorded February 11, 1941, in Deed Book 588 page 508 and by instrument recorded December 11, 1942, in Deed Book 800 page 225 and also contained in deed recorded May 29, 1950, in Deed Book 1407 page 313.

8. Reservation of fissionable materials and right of the United States as set forth in deed recorded May 23, 1950, in Deed Book 1405 page 539 and deed recorded June 26, 1950, in Deed Book 1413 page 521.

9. An easement created by instrument, including the terms and provisions thereof, dated May 20, 1950, recorded May 23, 1950, in Deed Book 1405 page 582 in favor of Northwest Terminal Co., and assigns, an Oregon corporation, and Northwest Oil Co. (For roadway)

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10. An easement created by instrument, including the terms and provisions thereof, dated May 26, 1950, recorded May 29, 1950, in Deed Book 1407 page 327 in favor of Portland General Electric Company, a corporation of Oregon. (For utility purposes)

11. An easement created by instrument, including the terms and provisions thereof, dated September 9, 1953, recorded October 9, 1953, in Deed Book 1625 page 49[illegible], in favor of Bell Oil Terminal Co., an Oregon corporation. (To build and use dockage facilities)

12. An easement created by instrument, including the terms and provisions thereof, dated September 9, 1953, recorded October 9, 1953, in Deed Book 1625 page 497, in favor of Bell Oil Terminal Co., an Oregon corporation and assigns. (Right of way 10 feet wide for piping gasoline, oil, molasses, vegetable oils etc., and also easement over roadways presently existing on grantor's property)

13. An easement created by instrument, including the terms and provisions thereof, dated May 8, 1957, recorded May 10, 1957, in Deed Book 1842 page 216, in favor of Portland Gas & Coke Company, an Oregon corporation. (To lay gas mains)

14. An easement created by instrument, including the terms and provisions thereof, dated October 23, 1957, recorded October 31, 1957, in Deed Book 1869 page 502, in favor of Portland Gas & Coke Company, an Oregon corporation. (To lay gas mains)

15. Easement for ingress and egress as set forth in deed from William Shenker and Elizabeth Shenker, co-partners doing business as William Shenker Company, to Owen McIntyre Electrical Company, an Oregon corporation, dated June 4, 1959, recorded June 8, 1959, in Deed Book 1958 page 672.

16. An easement created by instrument, including terms and provisions thereof, dated October 4, 1967, recorded October 4, 1967 in Deed Book 585 page 347 in favor of the Portland General Electric Company, an Oregon Corporation.

17. An easement created by instrument, including terms and provisions thereof, dated June 10, 1968 recorded July 31, 1968 in Deed Book 632 page 1155 in favor of Container Corporation of America, a corporation.

18. An easement created by instrument, including terms and provisions thereof, dated June 10, 1968, recorded July 31, 1968 in Deed Book 632 page 1149, in favor of Beall Pipe & Tank Corp, a corporation.

19. An easement created by instrument, including terms and provisions thereof, dated June 10, 1968, recorded July 31, 1968, in Deed Book 632 page 1166 in favor of (b) (6) [redacted] e, husband and wife.

20. An easement for utility purposes granted to The Port of Portland by deed recorded October 30, 1968, in Deed Book 647, page 1472.

21. An easement for utility purposes granted to The Port of Portland by deed recorded October 30, 1968, in Deed Book 647 page 1452.

* * * *

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FORM No. 794—WARRANTY DEED—CORPORATION. BOOK 883 PAGE 791

KNOW ALL MEN BY THESE PRESENTS, That BROADWAY HOLDING COMPANY a corporation duly organized and existing under the laws of the State of Idaho, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto SCHNITZER INVESTMENT CORP., an Oregon corporation, hereinafter called grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Multnomah, and State of Oregon, described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except current taxes and any and all matters of record including but not limited to those matters set forth in Transamerica Title Insurance Preliminary Report #41-33411 dated August 7, 1972, as supplemented by those certain First and Second Supplemental Reports, both dated September 20, 1972, and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ 2,750,000.00 However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

In construing this deed and where the context so requires, the singular includes the plural.

Done by order of the grantor's board of directors, with its corporate seal affixed, this 22 day of September 1972.

(SEAL) BROADWAY HOLDING COMPANY

By [signature] President
Robert A. Alleborn

By [signature] Asst. Secretary
Robert J. Kopke

STATE OF OREGON, County of Multnomah) ss: September 22, 1972

Personally appeared Robert A. Alleborn and Robert J. Kopke who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the Assistant secretary of BROADWAY HOLDING COMPANY, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: [signature]
Notary Public for Oregon
My commission expires: 2/2/75

(OFFICIAL SEAL)

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See Chapter 669, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED
CORPORATION

TO

AFTER RECORDING RETURN TO

No. 13570

STATE OF OREGON,

DEED

DIR SEP 22 11 12 58

BOOK 883 PAGE 791

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X1740

EXHIBIT "A"

A tract of land in Section 35, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning on the old harbor line along the right or easterly side of the Willamette River at a point which bears North 26° 17' 40" West 24.01 feet along said harbor line from its intersection with the projection of the south line of said Section 35; thence South 89° 53' East, parallel with and 21.5 feet North from the south line of said Section 35 and its projection, a distance of 684.60 feet to a point on a line drawn parallel with and 11.0 feet Southerly, when measured at right angles, from the projected southeasterly line of the William Gatton Donation Land Claim; thence North 59° 29' 35" East, parallel with and 11.0 feet Southeasterly from said claim line and its projection, 124.71 feet; thence North 56° 33' 43" East 15.52 feet to a point 10.5 feet Southeasterly, measured at right angles from said claim line; thence North 59° 29' 35" East, parallel with and 10.5 feet Southeasterly from said claim line, a distance of 124.26 feet; thence South 89° 53' East, parallel with the south line of aforesaid Section 35, 288.73 feet to a point marked by an iron rod monument; thence North 59° 29' 35" East, parallel with said claim line, 57.95 feet to a point marked by an iron rod monument; thence South 89° 53' East, parallel with the south line of said Section 35, 1904.74 feet to a point marked by an iron rod monument; thence North 61° 47' 20" East 394.57 feet to a point in the Westerly right-of-way line of N. Burgard County Road No. 1397, said point being 30 feet Westerly, measured at right angles, from the center line of said road; thence North 22° 46' 10" West, along said Westerly right-of-way line, 205.69 feet to a point that is North 70° 27' East 30.55 feet from the southeast corner of that certain tract conveyed to Dulien Steel Products, Inc., of Washington, by deed recorded July 18, 1956 in Deed Book 1795, page 247; thence continuing along said westerly right-of-way line, North 22° 46' 10" West 156.36 feet to a point; thence continuing along said westerly right-of-way line along the arc of a 543 foot radius curve to the left through a central angle of 6° 24' an arc distance of 60.65 feet (the long chord of which bears North 25° 58' 10" West 60.62 feet); thence continuing along said westerly right-of-way line North 29° 10' 10" West 117.68 feet to a point on the southerly road line of North Sever Road, County Road No. 1379A; thence along said southerly road line South 60° 49' 50" West 42.96 feet to a point on the easterly line of that certain tract conveyed to Dulien Steel Products Inc., of Washington, by deed recorded July 18, 1956 in

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Deed Book 1795, page 247; thence South 60° 49' 50" West, along said southerly road line, 12.04 feet; thence continuing along said southerly road line, North 29° 10' 10" West, 314.54 feet; thence continuing along said southerly road line along the arc of a 273.10 foot radius curve to the left through a central angle of 9° 40' 25" an arc distance of 46.11 feet (the long chord of which bears North 34° 00' 22" West. 46.05 feet) thence continuing along said southerly road line, North 51° 09' 25" East 25.00 feet; thence continuing along said southerly road line along the arc of a 298.10 foot radius curve to the left through a central angle of 5° 33' 58" an arc distance of 28.96 feet (the long chord of which bears North 41° 37' 34" West 28.95 feet) to the southeasterly corner of that tract of land conveyed to McIntyre Electrical Inc., by deed recorded June 6, 1968, in Deed Book 623 page 28; thence North 89° 50' West along the South line of said McIntyre tract 227.99 feet to the Southeast corner of that certain tract conveyed to Owen McIntyre Electrical Co. by deed recorded June 8, 1959, in Deed Book 1958 page 672; thence North 89° 50' West along the south line of said second McIntyre tract 100.00 feet to the Southeast corner of that certain tract conveyed to Beall Pipe & Tank Corp. by deed recorded June 25, 1962, in Deed Book 2122 page 235; thence North 89° 50' West along the south line of said Beall tract 235.54 feet to the Northwest corner of the tract conveyed to Dulion Steel Products, Inc., by deed recorded July 10, 1956, in Book 1795 page 247; thence North 89° 50' West 11.52 feet; thence South 62° 09' West 10.26 feet to the southwest corner of that certain tract conveyed to Beall Pipe and Tank Corporation, by deed recorded June 25, 1962 in Book 2122, page 235; thence North 0° 10' 30" West (North 1° 10' 30" West deed) along the west line of said Beall Tract, 118.01 feet to the northwest corner thereof; thence South 89° 53' East, along the north line of said Beall Tract, 256.82 feet to the northeast corner thereof; thence South 0° 54' 30" East along the east line of said Beall Tract, 4.03 feet to the northwest corner of that certain tract conveyed to Owen McIntyre Electrical Company, by deed recorded June 8, 1959 in Book 1958, page 672; thence South 89° 47' East, along the north line of said McIntyre Tract, 100 feet to the northeast corner thereof and the northwest corner of that certain tract conveyed to McIntyre Electrical Inc. by deed recorded June 6, 1968 in Book 623, page 28; thence South 89° 47' East, along the north line of the last McIntyre Tract, 17.53 feet to the west end of the south line of N. Sever Road; thence North 0° 13' East, along the west line of said road, 70 feet; thence following the north line of N. Sever Road on the arc of a curve to the right and normal to the last described course, with a radius of 388.1 feet and central angle of 13° 26', a distance of 91.1 feet; thence on a radial line to the left, North 13° 39' East 10 feet; thence on the arc of a curve to the right and normal to the last described course, with a radius of 398.1 feet and central angle of 35° 51' 30" a distance of 249.15 feet to

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an intersection with the westerly right-of-way line of N. Burgard Road; thence tracing said road line North 22° 46' 10" West 104.16 feet to a point normal to highway monument BC 15+24.28; thence continuing along said westerly right-of-way line along the arc of a 507.50 foot radius curve to the right through a central angle of 69° 28' 30" an arc distance of 615.38 feet (the long chord of which bears North 11° 58' 05" East 578.36 feet) to the southwest corner of that certain tract conveyed to P.G.E. Co. by deed recorded October 4, 1967 in Book 585, page 347; thence North 15° 17' 15" West along the west line of said P.G.E. Co. tract, 402.49 feet; thence continuing along said west line North 28° 47' 20" West 125.15 feet to the northwest corner of Parcel II, said P.G.E. Co. tract; thence South 33° 00' 25" East 26.59 feet to the southwesterly corner of Parcel I, said P.G.E. Co. tract; thence North 17° 24' 15" West, along the westerly line of said P.G.E. Co. tract, 361.95 feet; thence continuing along said westerly line along the arc of a 881.50 foot radius curve to the right through a central angle of 22° 51' 50", an arc distance of 351.76 feet (the long chord of which bears North 5° 58' 20" West 349.43 feet); thence continuing along said westerly line North 5° 27' 35" East 43.17 feet; thence continuing along said westerly line North [illegible] East 116.30 feet; thence continuing along said westerly line along the arc of a 197.60 foot radius curve to the left through a central angle of 95° 54', an arc distance of 330.74 feet (the long chord of which bears North 32° 36' 15" West 293.46 feet); thence continuing along said westerly line, North 80° 33' 15" West, 59.90 feet to the most westerly corner of said P.G.E. Co. tract; thence South 9° 24' 15" West 11.34 feet to a point in the south line of that certain road easement described in Book 800, page 258, recorded December 11, 1943; thence North 80° 35' 45" West, along said easement line 1139.06 feet to an intersection with the easterly line, projected North 0° 07' 45" East, of a 25 foot temporary road easement described in said deed to Northwest Terminal Co.; thence South 0° 07' 45" West 673.88 feet, along said projection and the eastern line of said temporary easement, to an intersection with a line drawn South 89° 52' 15" East from the most southerly corner of the tract conveyed to Northwest Terminal Co. by deed recorded in Book 800, page 240; thence North 89° 52' 15" West 1484.32 feet to the northeast corner of that certain tract conveyed to Bell Oil Terminal Co. by deed recorded February 1, 1955 in Deed Book 1703, page 450; thence South 0° 02' 45" West, along the east line of said Bell Tract, 417.75 feet to the southeast corner thereof; thence North 89° 57' 15" West, along the south line of said Bell Tract, 61.50 feet to the southwest corner thereof and the southeast corner of that certain tract conveyed to Bell Oil Terminal Co. by deed recorded October 9, 1953 in Book 1625, Page 494; thence along the south and west lines of the second Bell Tract, with the following courses; North 89° 55' 15" West, 553.08 feet; North 0° 02' 45" East 188.56 feet; North 89° 18' 15" West 26.10 feet and North 0° 02' 45" East 229.39 feet to the northwest corner thereof, said point being on a line drawn South 89° 52' 15" East from the most southerly corner of the tract conveyed to Northwest Terminal Co. by deed recorded in Book 800, page 240; thence North 89° 52' 15" West 918.13 feet to a point on the harbor line on the easterly side of the Willamette

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River as established by the U. S. Army Corps of Engineers, February 9, 1968; thence South 23° 38' 12" East, along said harbor line, 1309.36 feet to an angle point on said harbor line; thence continuing along said harbor line, South 25° 51' 50" East 1987.52 feet to its intersection with and 21.5 feet Northerly of the projected south line of said Section 35; thence South 89° 53' East, along said line which is 21.5 feet Northerly of and parallel to the south line of said Section 35, 34.48 feet to the point of beginning, TOGETHER WITH the easements for road purposes reserved in deed from Elizabeth Shenker, a Widow, individually, and Elizabeth Shenker, Trustee under the Will of William Shenker, Deceased to Dullen Steel Products, Inc. of Washington, a Washington Corporation, recorded October 4, 1967 in Deed Book 585 at pages 341 to 343, and in the Deed from Dullen Steel Products, Inc. of Washington, a Washington Corporation, to Portland General Electric, an Oregon Corporation, recorded October 4, 1967 in Deed Book 585, pages 344 to 347.

TOGETHER WITH an easement for railroad purposes reserved in the two deeds from William Shenker and Elizabeth Shenker, husband and wife, and co-partners doing business as William Shenker Company, to Bell Oil Terminal Co., recorded October 9, 1953, in Deed Book 1625, page 497, and deed recorded February 1, 1955 in Book 1703, page 450.

TOGETHER WITH an easement for railroad purposes reserved in deed from William Gatton Estate Company, an Oregon Corporation and George G. Gatton, a bachelor, to Oregon Ship Building Corporation recorded February 11, 1941 in Book 588, page 508.

TOGETHER WITH an easement for railroad purposes in easement agreement with Beall Pipe & Tank Corporation, recorded November 6, 1968 in Book 648, Page 1222.

EXCEPTING from the foregoing described Parcel I the following parcels:

(a) A tract of land in Section 35, Township 2 North, Range 1 West of Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the monument marking the southwest corner of the William Gatton Donation Land Claim; thence North 59° 29' 35" East, along the south line of said Gatton Donation Land Claim 570.52 feet; thence North 0° 13' 35" West 1825.92 feet (deed North 0° 03' 03" East, 1826.10 feet) to a point marked by a boat spike and being the true point of beginning of the tract herein described; thence North 89° 54' 12" West, 1403.15 feet (deed North 89° 56' 57" West, 1403.15 feet) to a point marked by a boat spike; thence North 0° 07' 33" East 313.53 feet (deed North 0° 04' 48" East 313.53 feet) to point marked by a boat spike; thence South 89°

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58' 12" East, 1075.20 feet (deed South 89° 56' 57" East, 1075.20 feet) to a point marked by a boat spike; thence South 65° 05' 03" East, 361.13 feet (deed South 65° 07' 48" East, 361.13 feet) to a point marked by a boat spike; thence South 0° 05' 48" West, 161.70 feet (deed South 0° 03' 03" West, 161.70 feet) to the point of beginning.

(b) A tract of land in Section 35, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

From a monument marking the Southwest corner of the William Gatton Donation Land Claim and the Northwest corner of the J. Loomis Donation Land Claim; thence North 59° 29' 35" East, along the South line of the said Gatton Donation Land Claim, 1045.69 feet (deed 1054.31 feet); [illegible] to the most easterly corner of that certain tract conveyed to Beal Pipe and Tank Co. by deed recorded February 14, 1956, in Deed Book 1769 page 257; thence South 63° 44' 27" West, 104.25 feet to a 3/4 inch iron pipe and the true point of beginning of the tract herein described; thence South 26° 16' 36" East, 226.89 feet (deed South 26° 15' 36" East, 226.89 feet) to an iron pipe; thence along the arc of a 286.0 foot radius curve to the left (the long chord of which bears South 35° 34' 09" East 90.58 feet) through a central angle of 18° 13' 23" an arc distance of 90.96 feet (deed 91.35 feet) to an iron pipe; thence along the arc of a 332.5 foot radius curve to the left (the long chord of which bears South 57° 37' 03" East 149.54 feet) through a central Angle of 25° 59' 27" an arc distance of 150.83 feet (deed 151.00 feet) to a post; thence North 65° 56' 11" East 777.9 feet (deed North 65° 58' 07" East 777.0 feet) to a post; thence North 26° 15' 33" West, 900.13 feet; thence North 30° 42' 33" West, 35.58 feet; thence along the arc of a 250.0 foot radius curve to the left (the long chord of which bears North 44° 27' 33" West, 118.33 feet) through a central angle of 27° 30', an arc distance of 119.99 feet; thence North 58° 12' 33" West, 38.59 feet; thence along the arc of a 337.5 foot radius curve to the left (The long chord of which bears North 66° 27' 33" West, 96.86 feet) through a central angle of 16° 30', an arc distance of 97.19 feet; thence North 31° 04' 27" East 34.33 feet; thence North 58° 55' 33" West, 28.50 feet; thence South 31° 04' 27" West, 25.40 feet; thence South 63° 44' 27" West, 176.30 feet; thence North 76° 35' 40" West, 419.60 feet (deed North 76° 12' 33" West, 419.6 feet) to a one-inch iron pipe; thence South 63° 34' 17" West 240.25 feet (deed South 63° 44' 27" West, 241.25 feet); thence South 26° 16' 36" East, 977.36 feet (deed South 26° 15' 33" East, 977.50 feet) to the point of beginning.

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(c) A parcel of land located in Section 35, Township 2 North, Range 1 West, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Beginning at a point on the easterly harbor line of the Willamette River as said harbor line was established by the U. S. Army Corps of Engineers, February 9, 1968, said beginning point bears North 25° 51' 50" West, 23.92 feet along said harbor line from its intersection with the westerly extension of the south line of said Section 35; thence from said point of beginning South 89° 53' 00" East, parallel with and 21.50 feet north from, when measured at right angles, the said line of Section 35, 719.08 feet to a point on a line drawn parallel with and 11.00 feet southeasterly from, when measured at right angles, the southwesterly extension of the southeasterly line of the William Gatton D.L.C.; thence North 59° 29' 35" East, parallel with said claim line and its said extended line, 124.71 feet; thence North 56° 33' 43" East, 15.52 feet to a point on a line drawn parallel with and 10.50 feet southeasterly from, when measured at right angles, the aforementioned claim line; thence North 59° 29' 35" East, parallel with said claim line, 124.26 feet; thence South 89° 53' 00" East, parallel with the said south line of Section 35, 288.73 feet; thence North 59° 29' 35" East, parallel with said claim line, 57.95 feet; thence North 88° 09' 14" West, 1386.25 feet to the said easterly harbor line, thence South 25° 51' 50" East, 230.00 feet to the said true point of beginning.

The above described parcel contains 4.2498 acres more or less.

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EXHIBIT "A"

Bargain and Sale Deed - (b) (6) [redacted], a Widow, individually, and Elizabeth Shenker, Trustee under the Will of William Shenker, Deceased, Grantor to Dullen Steel Products, Inc. of Washington, a Washington corporation, Grantee, dated October 30, 1968

A tract of land in Section 35, Township 2 North, Range 1 West of the Willamette Meridian in Multnomah County, Oregon, described as follows:

Beginning on the harbor line along the right or easterly side of the Willamette River at a point which bears North 26° 17' 40" West 24.01 feet along said harbor line from its intersection with the projection of the South line of said Section 35; thence South 89° 53' East, parallel with and 21.5 feet North from the South line of said Section 35 and its projection, a distance of 684.60 feet to a point on a line drawn parallel with and 11.0 feet southerly, when measured at right angles, from the projected southeasterly line of the William Gatton Donation Land Claim; thence North 59° 29' 35" East, parallel with and 11.0 feet Southeasterly from said claim line and its projection, 124.71 feet; thence north 56° 33' 43" East 15.52 feet to a point 10.5 feet southeasterly, measured at right angles, from said claim line; thence North 59° 29' 35" East, parallel with and 10.5 feet Southeasterly from said clim line, a distance of 124.26 feet; thence South 89° 53' East parallel with the South line of aforesaid Section 35, 288.73 feet to a point marked by an iron bar monument; thence North 59° 29' 35" East, parallel with said claim line, 57.95 feet to a point marked by an iron bar monument; thence South 89° 53' East, parallel with the South line of said Section 35, 1904.74 feet to a point marked by an iron bar monument; thence North 61° 47' 20" East 394.57 feet to a point in the Westerly line of N. Burgard County Road No. 1397, said point being [illegible] feet Westerly, measured at right angles, from the center line of said road; thence North 22° 46' 10" West, along said Westerly road line, 205.69 feet to a point that is North 70° 2[illegible]' East 30.55 feet from the southeast corner of that certain tract conveyed to Dullen Steel Products, Inc., of Washington, by deed recorded July 18, 1956, in Deed Book 1795 page 247; thence continuing along said Westerly Road line North 22° 46' 10" West 156.36 feet to a point; thence continuing along said Westerly Road line along the arc of a 543 foot radius curve to the left through a central angle of 6° 24' an arc distance of 60.65 feet (the long chord of which bears North 25° 58' 10" West 60.62 feet); thence continuing along said Westerly Road line North 29° 10' 10" West 117.88 feet to a point on the Southerly Road line of North Sewer Road, County Road No. 1379A; thence along said Southerly Road Line South 60° 49' 50" West 42.96 feet to a point on the Easterly line of that certain tract conveyed to Dullen Steel Products Inc., of Washington by deed recorded July 18, 1956, in Deed Book 1795 page 247; thence South 34° 53' East 197.17 feet; thence South 17° 2[illegible]' East 135.34 feet to the Southeast corner of said Dullen Steel Products Inc., of Washington tract; thence South 70° 27' West 621.64 feet to the Southwest corner of said Dullen Steel Products Inc. of Washington tract; thence North 20° 54' West 903.15 feet to the Northwest corner of said Dullen Steel Products Inc. of Washington tract; thence West 11.52 feet to a point; thence South 52° 09' West 10.26 feet to a point; thence North 1° 10' 30" West 118.01 feet to the northwest corner of that certain tract conveyed to Beall Pipe and Tank Corporation by deed recorded June 25, 1962, in Book 2122 page 235; thence South 89° 53' East

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along the north line of said Beall tract, 256.82 feet to the northeast corner thereof; thence South 0° 54' East along the east line of said Beall tract 4.03 feet to the northwest corner of that certain tract conveyed to Owen McIntyre Electrical Company by deed recorded June 8, 1959, in Book 1958 [illegible] thence South 89° 47' East along the north line of said [illegible] 100 feet to the northeast corner thereof and the northwest corner of that certain tract conveyed to McIntyre Electrical Inc. [illegible] recorded June 6, 1968, in Book 623 page 28; thence South 89° [illegible] East, along the north line of the last McIntyre tract, 17.53 feet to the west line of the south line of N. Sever Road; thence North 0° 13' East, along the West line of said road, 70 feet; thence following the North line of N. Sever Road on the arc of a curve to the right and normal to the last described course, with a radius of 388.1 feet and central angle of 13° 26', a distance of 91.1 feet; thence on a radial line to the left, north 13° 39' East 10 feet; thence on the arc of a curve to the right and normal to the last described course, with a radius of 398.1 feet and central angle of 36°, a distance of 250.1 feet to an intersection with the Westerly line of N. Burgard Road; thence tracing said road line North 22° 40' West 97.6 feet to a point normal to highway monument PC 15+24.28; thence on the arc of a curve to the right with a radius of 507.5 feet a distance of 622.35 feet to the southwest corner of that certain tract conveyed to Portland General Electric Company by deed recorded October 4, 1967, in Book 585 page 347; thence northerly along the west line of said Portland General Electric tract to point "A" thereof; thence South 9° 26' 45" West 10 feet to a point in the south line of that certain road easement described in Book 800 page 240, recorded December 11, 1943; thence North 80° 35' 45" West, along said easement line, to an intersection with the easterly line, projected North 0° 07' 45" East, of a 25 foot temporary road easement described in said deed to Northwest Terminal Company; thence South 0° 07' 45" West along said projection and the line of said temporary easement, to an intersection with a line drawn South 89° 52' 15" East from the most southerly corner of the tract conveyed to Northwest Terminal Company by said deed recorded in PS Deed Book 800 page 240; thence North 89° 52' 15" East 1476.11 feet, more or less, to the northeast corner of that certain tract conveyed to Bell Oil Terminal Co. by deed recorded February 1, 1955, in Deed Book 1703 page 450; thence South along the east line of said Bell tract 417.75 feet to the southeast corner thereof; thence West along the south line of said Bell tract 61.5 feet to the southwest corner thereof and the southeast corner of that certain tract conveyed to Bell Oil Terminal Co. by deed recorded October 9, 1953, in Book 1625 page 494; thence with the south and west lines of the second Bell tract [illegible] the following courses: North 89° 58' West, 553.08 feet, North 0° [illegible] 88.56 feet, North 89° 21' West 26.10 feet, and North 229.81 [illegible] northwest corner thereof, said point being in a line drawn [illegible] 52' 15" East from the most southerly corner of the tract convey[illegible] Northwest Terminal Company by deed recorded in Book 800 page 240; thence North 89° 52' 15" West to said southerly corner of the Northwest Terminal Company tract,

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being a point on the harbor line on the Easterly side of the Willamette River; thence South 26° 17' 40" East, along said harbor line, 3323.94 feet, more or less, to the point of beginning;

TOGETHER WITH the easements for road purposes reserved in deed from (b) (6) [redacted], a widow, individually, and Elizabeth Shenker, Trustee under the Will of William Shenker, Deceased to Dullen Steel Products, Inc. of Washington, a Washington corporation, recorded October 4, 1967, in Deed Book 585 at pages 341 to 343, and in the Deed from Dullen Steel Products, Inc. of Washington, a Washington corporation, to Portland General Electric, an Oregon corporation, recorded October 4, 1967, in Deed Book 585 pages 344 to 347.

TOGETHER WITH an easement for railroad purposes reserved in the two deeds from William Shenker and Elizabeth Shenker, husband and wife, and co-partners doing business as William Shenker Company, to Bell Oil Terminal Co., recorded October 9, 1953, in Deed Book 1625 page 497, and deed recorded February 1, 1955, in Book 1703 page 450.

TOGETHER with an easement for rail road purposes reserved in the deed from William Shenker and Elizabeth Shenker, husband and wife, doing business as William Shenker Company, to Dullen Steel Products, Inc. of Washington, recorded July 18, 1956, in Deed Book 1795 page 217. (For benefit of Parcel I)

TOGETHER WITH an easement for railroad purposes reserved in deed from William Gatton Estate Company, an Oregon Corporation and George G. Gatton, a bachelor, to Oregon Ship Building Corporation recorded February 11, 1941 in Book 588 page 508.

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EXCEPTING from the foregoing described Parcel I the following parcels:

(a) Beginning at the monument marking the southwest corner of the William Gatton Donation Land Claim; thence North 59° 29' 35" East 570.52 feet; thence North 0° 03' 03" East 1025.10 feet to a point marked by an iron boat spike in pavement and the true point of beginning; thence north 89° 56' 57" West 1403.15 feet; thence North 0° 04' 48" East 313.53 feet; thence south 89° 56' 57" East 1075.20 feet; thence South 65° 07' 43" East 361.13 feet; thence South 0° 03' 03" West 161.70 feet to the true point of beginning;

(b) A tract of land in Section 35, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

From a monument marking the Southwest corner of the Wm. Gatton Donation Land Claim and the Northwest corner of J. Loomis Donation Land Claim; thence North 59° 29' 35" East 1034.31 feet to a point; thence North 26° 15' 33" West 44.31 feet to a point to the most Easterly corner of the tract described in deed recorded February 14, 1956, in PS Deed Book 1769 page 257, to Beall Pipe & Tank Company; thence South 63° 44' 27" West 104.25 feet to an old pipe and the true point of beginning of this tract; thence South 26° 15' 33" East 226.89 feet to a new pipe; thence bearing left on a curve of 286 feet radius, an arc distance of 9135 feet to a new pipe; thence continuing left on a curve of 332.5 feet radius, an arc distance of 151.00 feet to a new spike in pavement; thence North 65° 58' 07" East 777.00 feet to a new pipe; thence North 26° 15' 33" West 900.13 feet; thence North 30° 42' 33" West 35.58 feet; thence on the arc of a curve to the left with a radius of 250 feet and a central angle of 27° 30' a distance of 119.99 feet; thence North 58° 12' 33" West 38.59 feet; thence on the arc of a curve to the left with a radius of 337.5 feet and a central angle of 16° 30' a distance of 97.19 feet to the Northeast line of a tract conveyed to Beall Pipe & Tank Corporation by deed recorded in PS Deed Book 1408 page 375; thence along the line of said Beall tract, north 31° 04' 27" East 34.33 feet; thence North 58° 55' 33" West 28.50 feet; thence South 31° 04' 27" West 25.40 feet; thence South 63° 44' 27" West 175.3 feet; thence North 76° 12' 33" West 419.6 feet; thence South 63° 44' 27" West, 241.25 feet; thence South 26° 15' 33" East 977.50 feet to the true point of beginning.

(c) A tract of land in Section 35, Township 2 North, Range 1 West, of the Willamette Meridian, in the County of Multnomah and State of Oregon, conveyed to Port of Portland by Quitclaim Deed recorded October 30, 1968 in Book 647 page 1476.

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TRANSAMERICA TITLE INSURANCE COMPANY 41-5622

KNOW ALL MEN BY THESE PRESENTS, (b) (6) [redacted], a widow, individually, and ELIZABETH SHENKER, Trustee under the Will of William Shenker, Deceased, hereinafter called grantor, in consideration of Two Hundred Twenty-eight Thousand Two Hundred & no/100 Dollars ($228,200.00) to grantor paid, the receipt whereof hereby is acknowledged, does hereby grant, bargain, sell and convey unto DULIEN STEEL PRODUCTS, INC. OF WASHINGTON, a Washington corporation, hereinafter called grantee, and unto grantee's ~~Bekk~~ successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Multnomah, State of Oregon, described as follows, to-wit:

An undivided two-thirds (2/3) interest in the real property described in Exhibit "A" attached hereto and by this reference made a part hereof, subject to all easements and rights-of-way of record.

BOOK 660 PAGE 795

To Have and to Hold the same unto the said grantee and grantee's ~~heirs~~, successors and assigns forever.

In construing this deed the singular includes the plural as the circumstances may require.

Witness grantor's hand this 30th day of October, 1968.

(b) (6) [redacted] Individually

E. Shenker
Elizabeth Shenker, Trustee under the Will of William Shenker, Deceased.

(ORS 93.410)

OF OREGON, County of Multnomah) ss. October 30, 1968

Personally appeared the above named Elizabeth Shenker, Individually, and Trustee under the Will of William Shenker, Deceased acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Notary Public for Oregon.
My commission expires 2/3/71

Bargain and Sale Deed

(b) (6) [redacted] a widow individually and ELIZABETH SHENKER, Trustee under the Will of William Shenker, Deceased

TO

DULIEN STEEL PRODUCTS INC. OF WASHINGTON, a Washington corporation

AFTER RECORDING RETURN TO
Robert R. Carney
Morrison & Bailey
1700 Standard Plaza
Portland, Oregon 97204

No. 2794

DEED

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EXHIBIT "A"

Bargain and Sale Deed - (b) (6) [redacted], Widow, individually, and Elizabeth Shenker, Trustee under the Will of William Shenker, Deceased, Grantor, to Louis Dulien and Ann Dulien, husband and wife, Grantee, dated October 30, 1968.

A tract of land in Section 35, Township 2 North, Range 1 West of the Willamette Meridian in Multnomah County, Oregon, described as follows:

Beginning on the harbor line along the right or easterly side of the Willamette River at a point which bears North 26° 17' 40" West 24.01 feet along said harbor line from its intersection with the projection of the South line of said Section 35; thence South 89° 53' East, parallel with and 21.5 feet North from the South line of said Section 35 and its projection, a distance of 684.60 feet to a point on a line drawn parallel with and 11.0 feet southerly, when measured at right angles, from the projected southeasterly line of the William Gatton Donation Land Claim; thence North 59° 29' 35" East, parallel with and 11.0 feet Southeasterly from said claim line and its projection, 124.71 feet; thence north 56° 33' 43" East 15.52 feet to a point 10.5 feet southeasterly, measured at right angles, from said claim line; thence North 59° 29' 35" East, parallel with and 10.5 feet Southeasterly from said claim line, a distance of 124.26 feet; thence South 89° 53' East parallel with the South line of aforesaid Section 35, 288.73 feet to a point marked by an iron bar monument; thence North 59° 29' 35" East, parallel with said claim line, 57.95 feet to a point marked by an iron bar monument; thence South 89° 53' East, parallel with the South line of said Section 35, 1904.74 feet to a point marked by an iron bar monument; thence North 61° 47' 20" East 394.57 feet to a point in the Westerly line of N. Burgard County Road No. 1397, said point being 30 feet Westerly, measured at right angles, from the center line of said road; thence North 22° 46' 10" West, along said Westerly road line, 205.69 feet to a point that is North 70° 27' East 30.55 feet from the southeast corner of that certain tract conveyed to Dulien Steel Products, Inc., of Washington, by deed recorded July 18, 1956, in Deed Book 1795 page 247; thence continuing along said Westerly Road line North 22° 46' 10" West 156.36 feet to a point; thence continuing along said Westerly Road line along the arc of a 543 foot radius curve to the left through a central angle of 6° 24' an arc distance of 60.65 feet (the long chord of which bears North 25° 58' 10" West 60.62 feet); thence continuing along said Westerly Road line North 29° 10' 10" West 117.88 feet to a point on the Southerly Road line of North Sever Road, County Road No. 1379A; thence along said Southerly Road Line South 60° 49' 50" West 42.96 feet to a point on the Easterly line of that certain tract conveyed to Dulien Steel Products Inc., of Washington by deed recorded July 18, 1956, in Deed Book 1795 page 247; thence South 34° 53' East 157.17 feet; thence South 17° 54' East 135.34 feet to the Southeast corner of said Dulien Steel Products Inc., of Washington tract; thence South 70° 27' West 621.64 feet to the Southwest corner of said Dulien Steel Products Inc. of Washington tract; thence North 20° 54' West 903.16 feet to the Northwest corner of said Dulien Steel Products Inc. of Washington tract; thence West 11.52 feet to a point; thence South 52° 09' West 16.26 feet to a point; thence North 1° 10' 30" West 118.01 feet to the northwest corner of that certain tract conveyed to Beall Pipe and Tank Corporation by deed recorded June 25, 1962, in Book 2122 page 235; thence South 89° 53' East

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along the north line of said Beall tract, 256.82 feet to the northeast corner thereof; thence South 0° 54' East along the east line of said Beall tract 4.03 feet to the northwest corner of that certain tract conveyed to Owen McIntyre Electrical Company by deed recorded June 8, 1959, in Book 1958 page 672; thence South 89° 47' East along the north line of said McIntyre tract 100 feet to the northeast corner thereof and the northwest corner of that certain tract conveyed to McIntyre Electrical Inc. by deed recorded June 6, 1963, in Book 623 page 28; thence South 89° 47' East, along the north line of the last McIntyre tract, 17.53 feet to the west end of the south line of N. Sever Road; thence North 0° 13' East, along the West line of said road, 70 feet; thence following the North line of N. Sever Road on the arc of a curve to the right and normal to the last described course, with a radius of 388.1 feet and central angle of 13° 26', a distance of 91.1 feet; thence on a radial line to the left, north 13° 39' East 10 feet; thence on the arc of a curve to the right and normal to the last described course, with a radius of 398.1 feet and central angle of 36°, a distance of 250.1 feet to an intersection with the Westerly line of N. Burgard Road; thence tracing said road line North 22° 40' West 97.6 feet to a point normal to highway monument PC 15+24.28; thence on the arc of a curve to the right with a radius of 507.5 feet a distance of 622.35 feet to the southwest corner of that certain tract conveyed to Portland General Electric Company by deed recorded October 4, 1967, in Book 585 page 347; thence northerly along the west line of said Portland General Electric tract to point "A" thereof; thence South 9° 26' 45" West 10 feet to a point in the south line of that certain road easement described in Book 800 page 240, recorded December 11, 1943; thence North 80° 35' 45" West, along said easement line, to an intersection with the easterly line, projected North 0° 07' 45" East, of a 25 foot temporary road easement described in said deed to Northwest Terminal Company; thence South 0° 07' 45" West along said projection and the line of said temporary easement, to an intersection with a line drawn South 89° 52' 15" East from the most southerly corner of the tract conveyed to Northwest Terminal Company by said deed recorded in PS Deed Book 800 page 240; thence North 89°52'15" West 1476.11 feet, more or less, to the northeast corner of that certain tract conveyed to Bell Oil Terminal Co. by deed recorded February 1, 1955, in Deed Book 1703 page 450; thence South along the east line of said Bell tract 417.75 feet to the southeast corner thereof; thence West along the south line of said Bell tract 61 , feet to the southwest corner thereof and the southeast corner of that certain tract conveyed to Bell Oil Terminal Co. by deed recorded October 9, 1953, in Book 1625 page 494; thence with the south and west lines of the second Bell tract with the following courses: North 89° 55' West, 553.08 feet, North 0° 39' East 168.56 feet, North 89° 21' West 26.10 feet, and North 229.81 feet to the northwest corner thereof, said point being in a line drawn South 89° 52' 15" East from the most southerly corner of the tract conveyed to Northwest Terminal Company by deed recorded in Book 800 page 240; thence North 89° 52' 15" West to said southerly corner of the Northwest Terminal Company tract,

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being a point on the harbor line on the Easterly side of the Willamette River; thence South 26° 17' 40" East, along said harbor line, 3323.94 feet, more or less, to the point of beginning;

TOGETHER WITH the easements for road purposes reserved in deed from (b) (6) [redacted], a widow, individually, and Elizabeth Shenker, Trustee under the Will of William Shenker, Deceased to Dulien Steel Products, Inc. of Washington, a Washington corporation, recorded October 4, 1967, in Deed Book 585 at pages 341 to 343, and in the Deed from Dulien Steel Products, Inc. of Washington, a Washington corporation, to Portland General Electric, an Oregon corporation, recorded October 4, 1967, in Deed Book 585 pages 344 to 347.

TOGETHER WITH an easement for railroad purposes reserved in the two deeds from William Shenker and Elizabeth Shenker, husband and wife, and co-partners doing business as William Shenker Company, to Boll Oil Terminal Co., recorded October 9, 1953, in Deed Book 1625 page 497, and deed recorded February 1, 1955, in Book 1703 page 450.

TOGETHER with an easement for rail road purposes reserved in the deed from William Shenker and Elizabeth Shenker, husband and wife, doing business as William Shenker Company, to Dulien Steel Products, Inc. of Was[illegible]gton, recorded July 18, 1956, in Deed Book 1795 page 217. (For b[illegible]fit of Parcel I)

TOGETHER WITH an easement for railroad purposes reserved in deed from William Gatton Estate Company, an Oregon Corporation and George C. Gatton, a bachelor, to Oregon Ship Building Corporation recorded February 11, 1941 in Book 588 page 508.

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EXCEPTING from the foregoing described Parcel I the following parcels:

(a) Beginning at the monument marking the southwest corner of the William Gatton Donation Land Claim; thence North 59° 29' 35" East 570.52 feet; thence North 0° 03' 03" East 1325.10 feet to a point marked by an iron boat spike in pavement and the true point of beginning; thence north 89° 56' 57" West 1403.15 feet; thence North 0° 04' 48" East 313.53 feet; thence south 89° 56' 57" East 1075.20 feet; thence South 65° 07' 48" East 361.13 feet; thence South 0° 03' 03" West 161.70 feet to the true point of beginning;

(b) A tract of land in Section 35, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

From a monument marking the Southwest corner of the Wm. Gatton Donation Land Claim and the Northwest corner of J. Loomis Donation Land Claim; thence North 59° 29' 35" East 1054.31 feet to a point; thence North 26° 15' 33" West 44.31 feet to a point to the most Easterly corner of the tract described in deed recorded February 14, 1956, in FS Deed Book 1769 page 257, to Beall Pipe & Tank Company; thence South 63° 44' 27" West 104.25 feet to an old pipe and the true point of beginning of this tract; thence South 26° 15' 33" East 226.89 feet to a new pipe; thence bearing left on a curve of 286 feet radius, an arc distance of 9135 feet to a new pipe; thence continuing left on a curve of 332.5 feet radius, an arc distance of 151.00 feet to a new spike in pavement; thence North 65° 58' 07" East 777.00 feet to a new pipe; thence North 26° 15' 33" West 900.13 feet; thence North 30° 42' 33" West 35.58 feet; thence on the arc of a curve to the left with a radius of 250 feet and a central angle of 27° 30' a distance of 119.99 feet; thence North 58° 12' 33" West 38.59 feet; thence on the arc of a curve to the left with a radius of 337.5 feet and a central angle of 16° 30' a distance of 97.19 feet to the Northeast line of a tract conveyed to Beall Pipe & Tank Corporation by deed recorded in FS Deed Book 1408 page 375; thence along the line of said Beall tract, north 31° 04' 27" East 34.33 feet; thence North 58° 55' 33" West 28.50 feet; thence South 31° 04' 27" West 25.40 feet; thence South 63° 44' 27" West 176.3 feet; thence North 76° 12' 33" West 419.6 feet; thence South 63° 44' 27" West, 241.25 feet; thence South 26° 15' 33" East 977.50 feet to the true point of beginning.

(c) A tract of land in Section 35, Township 2 North, Range 1 West, of the Willamette Meridian, in the County of Multnomah and State of Oregon, conveyed to Port of Portland by Quitclaim Deed recorded October 30, 1968 in Book 647 page 1476.

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KNOW ALL MEN BY THESE PRESENTS, That (b) (6) [redacted], a widow, individually, and ELIZABETH SHENKER, Trustee under the Will of William Shenker, Deceased, hereinafter called grantor, in consideration of One Hundred Fourteen Thousand One Hundred & no/100 Dollars ($114,100.00) to grantor paid, the receipt whereof hereby is acknowledged, does hereby grant, bargain, sell and convey unto LOUIS DULIEN and ANN DULIEN, husband and wife, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Multnomah, State of Oregon, described as follows, to-wit:

An undivided one-third (1/3) interest in the real property described in Exhibit "A" attached hereto and by this reference made a part hereof, subject to all easements and rights-of-way of record.

BOOK 660 PAGE 800

TRANSAMERICA TITLE INSURANCE COMPANY 41-5622

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

In construing this deed the singular includes the plural as the circumstances may require.

Witness grantor's hand this 30st day of October, 1968

(b) (6) [redacted]

Individually

E. Shenker

Elizabeth Shenker, Trustee under the Will of William Shenker, Deceased.

(OBS. 91,400)

STATE OF OREGON, County of Multnomah) ss. October 30, 1968

Personally appeared the above named Elizabeth Shenker, Individually, and [illegible] Trustee under the Will of William Shenker, Deceased, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Notary Public for Oregon.

My commission expires 2/3/71

(SEAL)

Bargain and Sale Deed

(b) (6) [redacted], a widow Individually and ELIZABETH SHENKER, Trustee under the Will of William Shenker, Deceased

TO

LOUIS DULIEN and ANN DULIEN, husband and wife,

AFTER RECORDING RETURN TO

Robert R. Carney
Morrison & Bailey
1700 Standard Plaza
Portland, Oregon 97204

No. 2795

DEED

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Report Control No. RP-F-13

ORIGINAL FIRE PROTECTION AND SECURITY REPORT

FACILITY: Oregon Shipbuilding Corporation
St. John's District
Portland, Oregon

Date of Inspection: August 29, 1947
Pertinent Information by: Carl M. Randolph, RPD-PPM

I. GENERAL INFORMATION

Accompanied by Mr. Richards, Security Inspector for the Maritime Commission. Site consists of 82.921 acres of Government-owned land and 196.5127 acres leased land. There are approximately fifty (50) buildings and structures. Transportation is by spur track from Union Pacific Railway. All of the production area is fenced (except West side which is bounded by Willamette River) with 8' climb-proof steel mesh wire on steel posts. Further secured by angle iron on all posts with three (3) strands of barbed wire. Approximately 2/3 of surface area has asphaltic concrete.

II. CONSTRUCTION

Administration Building: Main part of building 49' x 248'. West wing, 40' x 84'. Middle wing, 40' x 126'. East wing, 50' x 123'. All three-story. Sky Room located on top of West wing 49' x 68' over-all. Wings on north side are connected by one-story closed in structure. East end has one-story extension, approximately 90' x 90'. All three wings have a steel fire escape ladder extending up to roof on north end. Doors leading to fire escape are equipped with safety bars. Foundation is concrete; double wood floors covered with linoleum, highly polished. Wood studs and sheathing, plasterboard siding, well painted. Partitions are wood studs; entire interior lined with plasterboard, painted, except Sky Room, which has sand finish, plastered walls and ceiling, painted. Floor is in the rough with plywood. Lavatorys all have plastered walls and ceilings. Reception Hall, plastered walls, acoustic tile ceiling. IBM Department in basement has walls and ceiling of acoustic tile; basement floor concrete, covered with linoleum. Boiler Room in basement, two (2) hot water boilers, each with automatic oil burner. Cafeteria in basement fully equipped. Twenty-six (26) 2½-gallon, two 15-pound CO_2, and one 4-pound CO_2 fire extinguishers. The roof is semi-flat, timber constructed, wood sheathing, asphalt roll roofing.

Personnel Building: 72' x 168'; approximately 1/3 of this building has two (2) stories. Concrete foundation, double wood floor covered with linoleum. Wood sides, plywood siding, wood truss rafters, wood sheathing, asphalt roll roofing. Interior lined with Firtex and painted. Heated from central plant. Six 2½-gallon Soda Acid fire extinguishers. Exterior in poor condition. This building is divided into several rooms and offices. Area, 16,128 sq. ft.

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II. CONSTRUCTION (Cont'd.)

Labor Building: 21' x 27'; concrete foundation and floor covered with linoleum. Wood studs, plywood siding. Wood rafters and sheathing, asphalt roll roofing. Interior lined with Firtex, painted. One Soda Acid 2½-gallon fire extinguisher. Area, 567 sq. ft.

Parking Lot Lavatory: 15' x 27'; concrete foundation and floor. Wood studs, plywood siding. Wood rafters and sheathing, asphalt roofing. Interior lined with plywood, painted. Ladies and Gents. Area, 405 sq. ft.

Oil Storage Building: 15' x 40'; all wood construction, asphalt roll roofing. 1600 sq. ft. area. Attached to wooden loading dock, 50' x 100'; all timber and plank construction; 5,000 sq. ft. area.

Storage House: 30' x 120'; wood post foundation, wood sills. Plank floor. Wood studs, 6" shiplap siding. Wood rafters and sheathing, asphalt roll roofing. Area, 3600 sq. ft.

Service Building: 30' x 138'. Two-story, concrete foundation. Double wood floors covered with linoleum. Wood studs and sheathing, plywood siding, wood rafters and sheathing. Asphalt roll roofing. This building is divided into many rooms and offices. Partitions are wood. Interior lined with Firtex and painted. Considerable storage of office supplies in this building. Very untidy. Two 2½-gallon Soda Acid fire extinguishers. Heating control. Heating Plant building. Both exterior and interior are in poor condition. Area, 8,280 sq. ft.

Salvage Building: 100' x 141'6" with a timber-constructed open front attached, 120' x 60'. Main building has concrete foundation and floor. Heavy timber posts, 2" x 6" wood studs, plaster board siding (poor condition), wood rafters and sheathing, asphalt roll roofing. Four (4) office rooms on east side; concrete floor covered with linoleum; walls and ceiling lined with Firtex, painted. Two (2) 2" risers with 100' of 1½-inch hose and nozzle on racks. Two (2) 2½-gallon Soda Acid fire extinguishers. Area, 21,350 sq. ft.

Scale Building: 8' x 10'; concrete foundation and floor. Otherwise all wood construction. Weighing for trucks and freight cars also. Area, 80 sq. ft.

Assembly Building: 180' x 851'6" divided into 11 bays with offices, storage rooms and lavatories on both north and south ends. Each bay is 77'6" wide and 180' long, except Bays #1 and #11 which are 77' wide. This building has concrete foundation and floor. All steel construction, except roof, which is wood truss rafters, wood sheathing, asphalt roll roofing. Both sides of building are open. Ends are covered with corrugated iron. Bays 7 to 11 inclusive are closed and used for warehousing. All warehousing well palleted. Twelve (12) 2" risers, each with 150' of 1½" hose and shut-off nozzle. An adequate distribution of 2½-gallon water type and CO_2 fire extinguishers were in evidence. "No Smoking" signs well placed. Area, 153,270 sq. ft.

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II. CONSTRUCTION (Cont'd.)

Movable Roofs: Nos. 1, 2, 3, 4, and 5. / 48' x 60' All steel construction except top, which is wood rafters and sheathing, asphalt roll roofing. These are mounted on wheels and run on steel track. Sides have canvas which can be rolled up.

Lavatory: 30' x 40'. Men's and women's compartments. Concrete foundation and floor. Wood studs, plywood siding. Wood rafters and sheathing, asphalt roll roofing. Interior lined with plywood and painted. Poor condition. Area, 1,200 sq. ft.

Lavatory: 15' x 42'. Concrete foundation and floor. Wood studs, plywood siding. Wood rafters and sheathing, asphalt roofing. Interior lined with plywood, painted. Area, 630 sq. ft.

Plate Shop: 300' x 790'. Concrete foundation and floor. All steel construction except roof, which has wood sheathing, asphalt roll roofing. Siding is corrugated iron and wood. Ten (10) 2" risers with 100' of 1½" hose and nozzle. This building has heavy machinery stored. Area, 237,000 sq. ft.

Hull Material: 24' x 36'. Two-story with a 16' x 21' concrete vault attached. Building proper has concrete foundation, plywood floors covered with linoleum. Wood studs, plywood siding. Wood rafter and sheathing, asphalt roll roofing. Interior lined with Firtex, painted. Poor condition. Area, 2,064 sq. ft.

Valve Operating Building: 30' x 54' with a lease to 10' x 50' concrete foundation and floor. Wood studs and sheathing 8", T&G siding. Timber truss rafters, wood sheathing, asphalt roll roofing. Poor condition. Area, 2,120 sq. ft.

Field Office: 36' x 105'; 2-story. Concrete foundation; plywood floor covered with linoleum. Wood studs, plywood siding. Wood rafters, wood sheathing, asphalt roll roofing. Partitions, wood studs. Interior lined with Firtex, painted. Storage in this building consists of office furniture and a small amount of overstuffed davenos and chairs. Both floors have Viking sprinkler system (dry) and outside alarm gong. Building in filthy condition. Area, 7,560 sq. ft.

Mold Loft: 130' x 260'. Two-story, concrete foundation and floor on first floor; second story floor is double wood. Wood studs and sheathing, 6" drop siding. Timber constructed roof with wood sheathing, asphalt roofing. Lower floor is full of Templates; upper floor, clear. Storage is in poor condition. Both floors have Viking dry line sprinkler system. An adequate supply of 2½-gallon Soda Acid fire extinguishers are in evidence. Attached on north is garage and fire station, 66' x 72' Same construction as Mold Loft. Area, 72,352 sq. ft.

Tire Shop: 15' x 24', asphalt floor, concrete foundation. Wood studs, plywood siding. Wood rafters and sheathing, asphalt roll roofing. Area, 360 sq. ft.

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II. CONSTRUCTION (Cont'd.)

First Aid Building: L shape, 38' 11" x 121' 5" - 40' x 56'. Two-story, concrete foundation, both floors double covered with linoleum. Wood studs, plywood siding. Wood rafters and sheathing, asphalt roll roofing. All partitions are wood. Entire interior is lined with plywood and Firtex, painted. Viking dry line sprinkler system. An adequate distribution of 2½-gallon Soda Acid fire extinguishers was in evidence. Area, 6965.085 sq. ft.

Acetylene Building: 24' x 30'; concrete foundation and floor. All steel frame covered with corrugated iron. 8" concrete wall in center from floor to roof. One side for trucks, the other side for storage. 8' climb-proof fence set 10' from buildings on two sides. Sludge and empty carbide cans stored. Six trucks and all necessary equipment. Fire doors on both ends of partition. Area, 720 sq. ft.

Sand Blast Building: 24' x 144'; piling foundation. Steel plate floor. Steel pipe construction covered with two-ply Gyplap siding, wood sheathing on roof covered with asphalt roll roofing. Damaged by fire at time Outfitting Dock burned. At the time of this fire, Dock Shop No. 1, 124' x 381', No. 2, 100' x 270', Pipe Shop 60' x 300' and Machine Shop 100' x 180', were destroyed. Area, 3,456 sq. ft.

Ships Ways: Eleven ways all have offices 27' x 66'; concrete foundation and floor. Wood studs, plywood siding. Wood rafters and sheathing, asphalt roll roofing. All ways equipped with Gantry Crane and track. Twenty (20) 2" risers all with 50' of 1½" hose and shut-off nozzle. 19,602 sq. ft.

Carpenter Shop: 40' x 85'. Foundation, wood posts on concrete abutments, plank floor, wood studs, 8" shiplap siding. 6" x 20" timber rafters set on 4' center, wood sheathing, asphalt roll roofing. Three (3) 2½-gallon water pump type and one 1-quart CO_2 fire extinguishers. Open lumber shed on east, 30' x 50'. Same construction. One 2" riser with 100' of 1½" hose and nozzle. Area, 4,900 sq. ft.

Timber Storage Shed: 24' x 80', open front. Wood sill foundation, plank floor. Wood studs, 8" shiplap siding. Wood rafters and sheathing, asphalt roll roofing. 10' x 24' office in center, all enclosed, same construction. Area, 1920 sq. ft.

Way No. 11 Lavatory: 15' x 40', concrete foundation and floor. Wood studs, plywood siding. Wood rafters and sheathing, asphalt roll roofing. Area, 600 sq. ft.

General Utility Building: 78' x 90'; two-story, wood post foundation. Both upper and lower floors are plywood covered with linoleum. Wood studs, plywood siding. Partitions are wood studs; wood rafters and sheathing, asphalt roll roofing. Interior lined with Firtex, painted. This building is divided into several rooms. There are four 2" risers, each with 50' of 1½" hose and open nozzle. Building is cluttered with trash. Windows broken and in very poor condition. 12' x 24' Boiler Room attached, same construction except lined with tin. Hot air forced air furnace; automatic oil burner. Area, 7,020 sq. ft.

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II. CONSTRUCTION (Cont'd.)

Material Office: 18' x 27'; wood post foundation; double wood floor. Wood studs, 6" T&G siding, wood rafters and sheathing, asphalt roll roofing. Area, 486 sq. ft.

Rigging Loft: 50' x 198'. Timber foundation over asphaltic paved surface. Plank floor. Wood studs; 8" shiplap sheathing, 6" drop siding. Wood truss rafters, wood sheathing. Asphalt roll roofing. Two 2" risers, each with 50' of 1½" hose and shut-off nozzle mounted on approved reel. Building is in very untidy condition. Directly south and attached to Rigging Loft are 20 check-in shacks, each having 2 aisles. All wood constructed. Area, 9,900 sq. ft.

Joiner Building: 60' x 120'; wood foundation over asphaltic concrete surface, plank floor. Wood studs, 8" shiplap sheathing, 6" drop siding. Wood rafters, wood sheathing. Asphalt roofing. Overhead loft, timber constructed, plank flooring. One 2" riser with 100' of 1½" hose mounted on approved reel. Nozzle missing. Area, 7,200 sq. ft.

Sheet Metal Shop: 62' x 146'; concrete foundation and floor. Wood studs. 8" shiplap sheathing, 6" drop siding, wood truss rafters, wood sheathing, asphalt roll roofing. Area, 9,052 sq. ft.

Deck Covering Building: 40' x 85'. Wood foundation over asphaltic cement plank floor. Wood studs, 8" shiplap sheathing, 6" drop siding. Wood rafters and sheathing, asphalt roll roofing. One 2" riser with 50' of 1½" hose and shut-off nozzle mounted on approved reel. Area, 3,400 sq. ft.

Navy Ordnance Building: 85' x 108'; 2/3 of this building has two stories. Concrete foundation. First floor, concrete; second floor, wood, covered with linoleum. Wood studs, plywood siding. Wood truss roof, wood sheathing, asphalt roll roofing. Interior lined with Firtex, painted. Area approximately 15,300 sq. ft.

Navy Store House: 21' x 36', concrete foundation and floor. Wood studs, 8" shiplap sheathing, 6" T&G siding. Wood truss roof. Wood sheathing, asphalt roll roofing. Area, 756 sq. ft.

Moveable Roofs: 12 in all. 60' x 70', mounted on steel wheels and running on a track. Steel frame construction. Wood studs, 8" shiplap siding, wood rafters laid on steel trusses. Wood sheathing, asphalt roll roofing. Ends are open with roll-up canvas. 50,400 sq. ft.

Material Office: 24' x 54'. Concrete foundation and floor. Wood studs, Gyplap siding. Wood rafters and sheathing, asphalt roll roofing. Interior lined with plaster board, painted. Poor condition. 1,296 sq. ft.

Tool Houses (6) and Lunch Rooms: 15' x 45', concrete foundation and floor. Wood studs, plaster board sheathing, Gyplap siding, wood rafters and sheathing, asphalt roll roofing.

Paint Storage: 15' x 45' with concrete loading dock, 15' x 15'. Main Part has concrete foundation and floor. Wood studs, Gyplap siding, wood rafters and sheathing, asphalt roll roofing. Area, 675 sq. ft.

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II. CONSTRUCTION (Cont'd.)

Yard Office: 20' x 24', wood sill foundation, wood studs, plywood siding. Wood rafters, wood sheathing, asphalt roll roofing. Interior lined with plaster board, painted. Area, 480 sq. ft.

Mast Yard: 30' x 48'. Concrete foundation and floor. Wood studs, Gyplap siding; timber constructed roof, wood sheathing, asphalt roll roofing. Area, 1,440 sq. ft.

Warehouse: 200' x 1000'. Approximately 150' x 200'; 2-story. Concrete foundation and floor. Wood studs, Gyplap siding; wood truss roof, 2" x 12" rafters, wood sheathing, asphalt roll roofing. Offices on second floor have wood flooring covered with linoleum, wood studs, Gyplap siding, wood rafters and sheathing, asphalt roll roofing. Twelve (12) 2" risers, each with 50' of 1½" hose and nozzle mounted on approved racks and reels. Thirty-five (35) 2½-gallon water pump type and five (5) soda acid fire extinguishers. Warehousing has exceptionally neat surroundings, very clean. Area, 230,000 sq. ft.

Assembly Rigging Loft: 20' x 40'. Timber foundation, plank floor, wood studs and sheathing, 6" drop siding. Wood rafters and sheathing, asphalt roll roofing. Area, 800 sq. ft.

III. WATER SUPPLY AND DISTRIBUTION SYSTEM

Water supply is good from the following sources: 5 wells, average depth approximately 100'. Each well has an automatic electric pump. Water from wells is pumped to 200,000 gallon steel tank. 8" steel main to yard; mains loop system, 6", 8", and 10". 12" steel main from City of Portland to a 300,000 gallon steel tank. Both of these steel tanks are set on ground level. Water from City was used for ships service. There are approximately 86 - 6" frost-proof fire hydrants conveniently located in building area. Approximately 1/3 of fire hydrants have one 4½-inch opening and two 2½-inch openings. The rest have only two 2½-inch openings. Both water systems are equipped with gasoline engine emergency pumps. Pressure from wells approximately 100 lbs.; from City, 90 lbs. All hydrants equipped with adequate minor equipment such as hose, spanners, wrenches, etc.

IV. ORDINARY HAZARDS

Electric alternating current except in buildings where heavy equipment was in use. Wiring and equipment fairly well installed but in very poor condition at present. Current furnished by Bonneville Power Administration.

Heating in many buildings is steam; radiators safely arranged. Heating in many smaller buildings is by oil and coal burning space heaters, not safely arranged.

V. SPECIAL HAZARDS

Repair work on handling equipment is done in Maintenance Shop. Housekeeping is poor.

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VI. EXPOSURES

North boundary is exposed by "Northwest" oil and gasoline storage tanks, well diked, approximately 500' distant. On the Northeast is Oregon Shipyard Barracks, which will be covered by a later report. West is bounded by the Willamette River; south approximately 1,000' by Terminal No. 4, Piers 1, 2, and 5; also a 10-story grain and flour elevator. East is bounded by Burgard Avenue.

VII. PROTECTION FACILITIES

Guarded around the clock by WAA Civil Service guards. There are 4 shifts; day, swing, graveyard, and relief. Each shift has one sergeant and three guards supervised by Real Property from the Portland Office. Cost, approximately $2,767.84 per month. These guards also patrol Oregon Shipyard Barracks. Good sprinkler system in Mold Loft, Field Office, and First Aid Building - Viking dry line system. 86 - 6" frost-proof fire hydrants, well located. Approximately one-third of these fire hydrants have 1- 4½" opening and 2 - 2½" openings. Nearest public fire department is 1½ miles distant over paved streets. Property is surrounded on three sides by an 8' climb-proof steel mesh fence. Steel posts with angle irons on top including 3 strands of barbed wire. West is bounded by the Willamette River. The hose lines mounted on reels and racks in buildings are 1½" cotton-jacketed, rubber lined, and in poor condition. No first aid station operated at this site. 18 - ADT fire boxes. All sprinkler systems connected to ADT.

VIII. STORAGE

Storage is bad in Mold Loft and Field Office. No aisles are provided, and materials are scattered about in very untidy condition. Storage in large warehouse is very good. All paints, oils, and inflammable materials are stored in an isolated concrete constructed warehouse.

IX. SUMMARY

Nearly all buildings were left in a deplorable condition by Kaiser Company at the time of take-over by WAA. This, however, is being taken care of by WAA watchmen. WAA has an on-call contract with the City of Portland for subject facility. Cost of this protection is figured on an assessment valuation basis and is unknown at this time, as an appraisal has not been made. But in all probability it will not be prohibitive, as the contract for adjacent Oregon Shipyard Barracks costs $125.00 per year. Civil Service watchmen maintain constant patrol, using Jeeps for this service, as there is considerable water frontage to cover, and the security hazard is mostly from people trying to enter the facility with small boats from the river. Civil Service Guards employed on this facility also patrol adjacent Oregon Ship Barracks.

X. RECOMMENDATIONS

1. Sixteen (16) Civil Service Watchmen be retained.

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X. RECOMMENDATIONS (Cont'd.)

2. Entire facility be patrolled continually, keeping main gate open and guarded at all times.

3. Check and flush all fire extinguishers.

4. Remove all debris from buildings and discontinue electric service in all buildings not in use.

5. Lock and secure all buildings.

6. All guards are to familiarize themselves with all light switches, and regulate same for daylight and darkness.

7. Guards carry first-aid fire extinguishers consisting of 2 pump water cans, one gallon CTC extinguisher, and one foam or CO_2 extinguisher in Jeep at all times.

INSPECTED BY: Harry M. Frum
Harry M. Frum
Zone Fire Protection Engineer

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TO THE [illegible]

[illegible]

INDUSTRIAL HEALTH SURVEY

of the

OREGON SHIPBUILDING CORPORATION

PORTLAND, OREGON

September 3-4, 1942

Philip Drinker, Harvard School of Public Health, Boston
E. K. Sessions, Lt. Com., M.C., U.S.N.
John F. Egg, Jr., Ensign E-V(S), U.S.N.R.
Harwick Ross, Ensign E-V(S), U.S.N.R.

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RECOMMENDATIONS

1. The present space for the medical department is inadequate and the medical records in use are not entirely satisfactory. These defects will be remedied in about two weeks when the medical department moves into new quarters at which time a new record system will be put into effect.

2. No preemployment or periodic re-check examinations of those engaged in occupations potentially hazardous to themselves or others are done. It is believed that both types of examination should be done, not only for reasons of compensation, but in keeping with the national policy of conservation of health. For example, those workers engaged in applying red lead paint and burning and welding through this paint should have periodic examinations to detect early plumbism, and those working in dusty trades such as sandblasting and asbestos should have periodic X-ray examinations of the chest to detect early silicosis and asbestosis. An annual physical examination of crane operators and locomotive and hoisting engineers is highly desirable.

3. The records indicate that eye injuries due to foreign bodies and to electric arc burns are relatively low. However, these records only show those cases considered severe enough to make a report to the State Industrial Accident Commission. The general impression is that, although the wearing of protective eye equipment and screening of welding operations seems better than the average, the campaign along this line should be continued and emphasized.

4. In order that medical supplies may be conserved, it is desirable that they be stored in various places in the yard so that all medical supplies will not be destroyed by a single bomb hit during an attack by hostile aircraft.

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[redacted]

[illegible] among the workers [illegible] should be initiated in [illegible] to acquaint all persons with the facts. [illegible]

6. Welders and [illegible] properly the ventilating equipment furnished them. [illegible] should be remedied by education and supervision.

7. Relatively few employees are wearing safety shoes. It is believed that the number can be increased by providing a safety shoe store within the yard.

8. The asbestos shop needs dust control equipment. Until such equipment is installed the men exposed to asbestos dust should wear an approved type of dust respirator.

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[redacted]

The total employees now number about 33,000 in 3 yards, 2 of which are in Portland and one in Vancouver, Wn. The actual yard employees number about 26,000. There are about 1000 women on production work in the yards and none on facilities. Turnover, according to Mr. Murray in charge of personnel, had a low of about 7% monthly and an average at the time of our visit of about 10% monthly. Murray felt that this turnover, which is about half that of Kaiser's Richmond yards on San Francisco bay, was relatively low because they drew from one locality, Portland, and had not had recourse to labor from remoter points. In general workers come from shorter distances than in the case in Richmond.

In discussing the present position of the Pacific Coast AFL unions on physical exams of shipyard workers Murray said he doubted if they could get enough doctors to make the exams even if authorized. Dr. Garfield disagreed and felt sure he could handle such exams and would prefer to do so in the interest of the men. Murray did not feel that, with present labor shortage, the preemployment exams were especially important but agreed heartily that check-up exams on special jobs like crane operation were very desirable. Relations with the unions were very cordial and frank on both sides.

The Oregon state compensation law governs industrial accidents and insurance but not occupational disease — that is, an alleged case of O.D. is not brought before the state board but the plaintiff or his family must sue at common law. It is understood that there are now pending some 16 O.D. suits against the company and that about half of the plaintiffs are now working in the yards. This is the first occurrence of its kind in the course of our survey. It seemed of sufficient importance to the M.C. for us to get the facts and especially to get an accurate picture of the working conditions which seemed to us exceptionally good. Ensign John F. Ege, formerly with the

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SCHN00316670

Massachusetts Division of Occupational Hygiene, was left at the yard and arrangements made with the California Division of Industrial Hygiene for loan of apparatus and laboratory facilities to Mr. Ege in order that he may study working conditions in detail. It is expected that Ege will need about two weeks for this work, and will then rejoin our group to help us complete the survey of the cash school yards.

We were informed that the AFL unions at the yard had retained Drs. Menne, Hunter, and David at the University of Oregon Medical School to investigate working conditions and possible clinical effects, particularly of welding, at the Kaiser yards in Oregon. At Drinker's request an appointment was made for Drinker, Sessions and Ege to meet these gentlemen at Dr. Menne's office. At our request Drs. Garfield and Rieke went with us and we were later joined by Mr. Johnson. Menne and his colleagues were most cordial and we suggested that Mr. Ege might be of some help to David who will make the field investigations for the University. It was made clear by Menne that these gentlemen as yet knew nothing of the problem and intended making clinical investigations of those who complained of irritants in air and would also examine a representative number of men selected from the working population at random. It was agreed that Drinker would send them literature on welding as soon as he returns to Boston.

Menne remarked that he had a strong impression that something was amiss as there was too much bronchitic type of irritation being seen by his medical colleagues among the welders in the Portland district. He offered no figures in proof of this and his colleagues had no comments. Menne, who is a

[illegible] died from alleged [illegible] (watery fluid in the lungs) which is always present in the event that a man dies from irritating gases. Lung [illegible] from many other illnesses such as the pneumonias commonly seen in the winter months.

We have had occasion frequently to comment on the AFL agreement which bars both pre-employment and check-up physical examinations of any workers. In this and the two allied Kaiser yards we found the best medical and safety set-ups we have seen, yet they are now forced to refrain from helping the men medically in jobs such as the asbestos coating work on which we comment elsewhere. Because the men in question happen to fall under a private contractor their health is still very much a concern of the Maritime Commission. These men ought to be examined immediately and every six months thereafter. The losers now are the men and the Government, not the Kaiser Corporation. It is inconceivable to us that the Union understands fully the present situation.

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Water Supply

The yard is furnished with the municipal water supply for the area. An adequate number of drinking fountains and salt dispensers were available.

Sewerage

All sewerage from the yard is discharged directly into the Willamette River without treatment. The practice is also followed by the city of Portland and therefore is apparently considered satisfactory by State Health officials.

Garbage and Rubbish

The yard has its own collection service and incinerates all wastes. Rats were no problem as the housekeeping in the yard was excellent.

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FLOYD | SNIDER strategy • science • engineering	Schnitzer Steel Industries, Inc. Portland, Oregon	Historical PCB Source Areas

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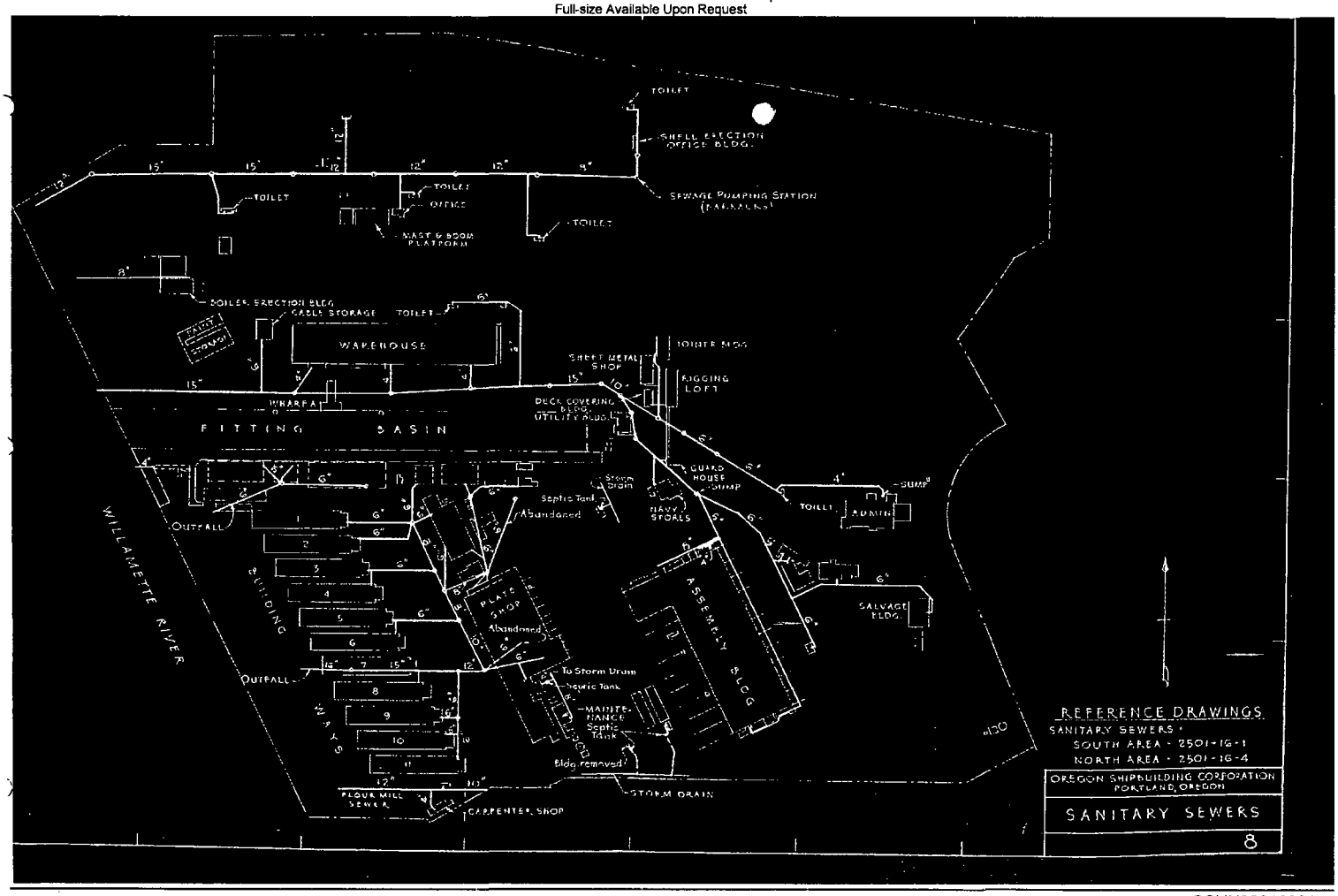

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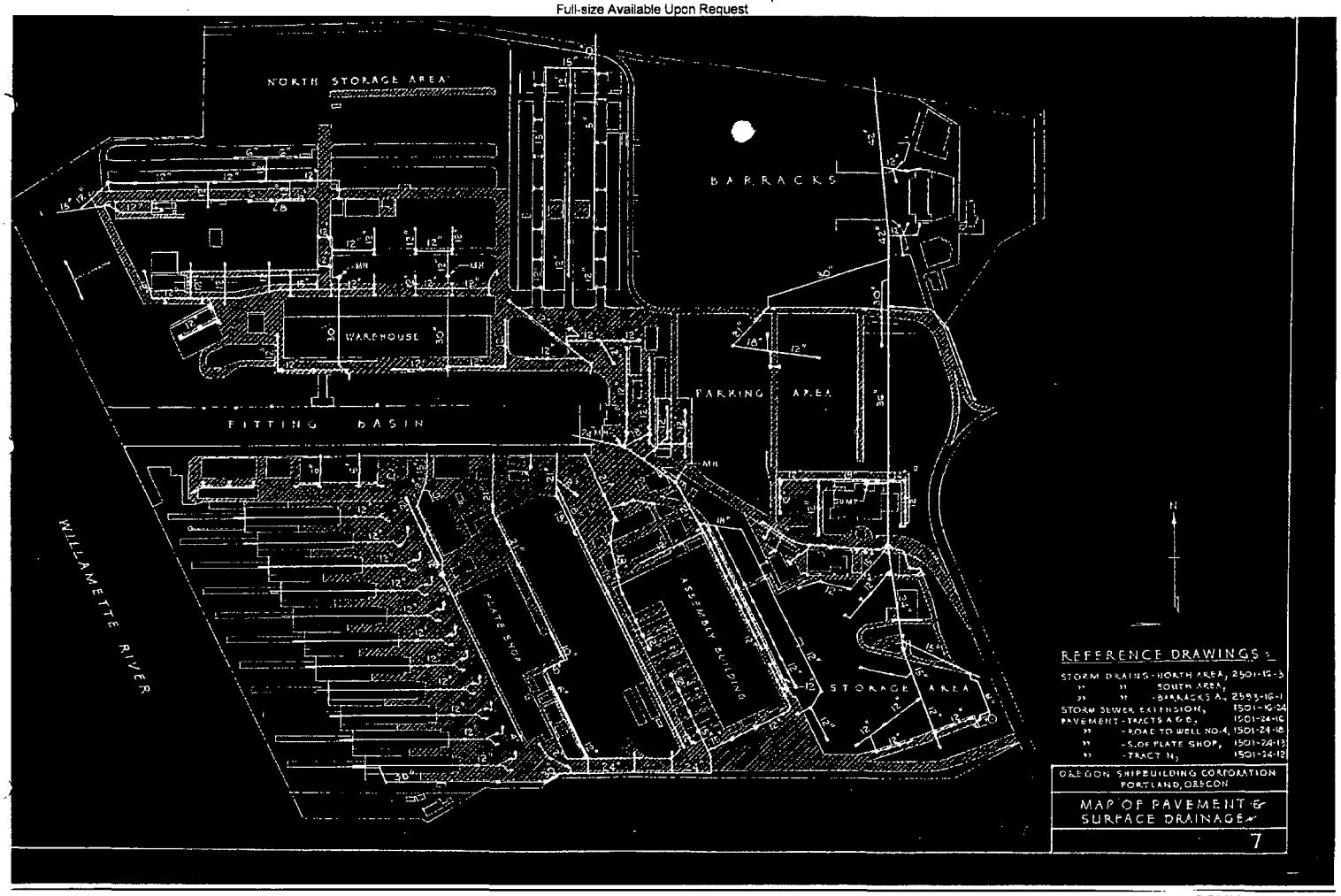

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Harty

UNITED STATES MARITIME COMMISSION
Oakland, California

AIR MAIL

April 26, 1945

E170-1000

United States Maritime Commission
(Via H. L. Vickery, Vice-Chairman)
Director, Regional Construction Office
Oakland, California
Acquisition of Real Property for Shipyard Purposes.
Proposed Renewal Agreement Extending Initial Leases dated February 21, 1941 (76.35 Acres) and April 9, 1941 (11.396 Acres), covering On-Site Shipyard Proper Lands, between Oregon Shipbuilding Corporation, Lessor, and the United States of America, represented by the United States Maritime Commission, Lessee, Oregon Shipbuilding Corporation.

Attachments: (a) Nine (9) copies of subject Renewal Agreement executed by Lessor.

(b) Five (5) copies of subject Renewal Agreement executed by Lessor to be returned to Regional Office for distribution.

References: (a) Original Real Estate Records, Oregon Shipbuilding Corporation, Portland, Oregon.

The subject Renewal Agreement extends the term of the two Leases, described in the first paragraph of our Attachment (a), for an additional seven (7) years beyond the effective expiration dates of the initial terms of said Leases.

The Lease dated February 21, 1941 covers On-Site Shipyard Proper Lands, comprising approximately 76.35 Acres and is identified as Tract II in our Reference (a). The Lease dated April 9, 1941 also covers On-Site Shipyard Proper Lands, comprising approximately 11.396 Acres and is identified as Tract V in our Reference (a).

The interest to be acquired by the subject Renewal Agreement is (1), with respect to Lease dated February 21, 1941, a Leasehold for a term of seven (7) years commencing February 21, 1944 at a rental rate of $200.00 a month, and (2), with respect to Lease dated April 9, 1941, a leasehold for a term of seven (7) years commencing April 9, 1944 also at a rental rate of $200.00 a month, with the right vested in the Lessee to cancel and terminate each Lease upon sixty (60) days' written notice. There is no change in the rental rate or in the leased area.

Approved 5-25-45 by
U. S. Maritime Commission Action

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This recommendation is concurred in by Mr. D. D. Dick, Chief, Plant Engineering Section, and the legal form of the subject Renewal Agreement has been approved by Mr. John F. Harrell, Regional Attorney.

RECOMMENDATION:

(1) That the Commission execute the subject Renewal Agreement between Oregon Shipbuilding Corporation, Lessor, and the United States of America, represented by the United States Maritime Commission, Lessee, covering the Renewal of Leases dated February 21, 1941 and April 9, 1941, covering On-Site Shipyard Proper Lands, comprising 76.35 Acres, more or less, and 11.396 Acres, more or less, respectively, for a term of seven (7) additional years beyond the effective expiration dates of the initial terms of said Leases, the rental rate in each Lease being the same; namely, $200.00 a month.

(2) That the Commission return five (5) copies of subject Renewal Agreement, our Attachment (5), duly executed, to the Regional Office for distribution to interested parties.

C. W. Flesher
Director

APPROVED:

H. L. Vickery, Vice-Chairman

CCCollins/ble 4/20/45

SCHN00316684

Building Liberty Ships In 46 Days

***Contents In Brief**—EC-2 "Liberty" ships were originally scheduled by the Maritime Commission to be turned out in 105 days. By now all of the 18 yards building this type of ship have equaled or bettered this production rate, while the Oregon Shipbuilding Corp. got down to a 60-day rate in May, and early in June turned out a ship in 46 days. Features of this yard are ample areas for prefabrication of about 50 percent of the material "ahead of the ways"; the use of welding for nine-tenths of the connections; the assembly of inner bottom sections upside down to permit all downhand welding; and the use of traveling cranes to lift sections weighing up to 53 tons into place in the hulls. Much of both the personnel and equipment involved has seen prior service on construction jobs.*

As of June 1, the yard of the Oregon Shipbuilding Corp. near Portland, Ore., was turning out ships at four times the three-ship-a-month rate agreed upon in the original contract with the Maritime Commission. Some of this increase resulted from the addition of more ways, but one ship was turned out in 46 days compared to a 105-day schedule, and the general average was around 60 days. Such a record from keel laying to delivery of a 10,500-ton steel cargo vessel, 441 ft. long, may well be a milepost at which to make a survey of the remarkable methods and innovations (many of them developed by men from the construction industry) that have completely transformed the old and now out-moded methods of ship construction.

Adoption of the new methods did not come immediately. This was not possible because the new ideas had to grow out of experience. Improvement in yard arrangement, equipment and methods has been going on constantly, and even now, a year after the original layout of the yard, a radical change in yard arrangement is underway whereby a large, new assembly shop is being added to facilities that were good enough to break a world's record for speed.

The 60-day ship production rate is divided into 43 days on the ways and 17 days at the outfitting dock. At this pace this 11-way yard could deliver a completed vessel once every four days. Whether this speed can be materially increased is expected to be apparent by the end of July. By then the organization is expected to have found its stride on the stepped-up scale of operations, and the question of adequate deliveries in critical materials should be answered. (For comparison with other rates of ship construction, the average on 8,800-ton Emergency Fleet Corp. ships in the previous world war was 309 days, keel laying to delivery.)

Major factors in this unprecedented speed are the large percentage of welded joints (in lieu of rivets) and the large amount of separate assembly of parts in shops and "areas" where necessary space and equipment can be utilized without interference with other operations. If all these operations were to be done on the hull itself, as they were in shipbuilding practice heretofore, only a limited number of men could be worked at one time on many parts of the job, and operations would be correspondingly slowed down.

Subdivisions of the yard

Even in a yard where operations were spread and dispersed on what at first seemed a generous space allotment, experience has shown numerous means of improvement leading to speed-up. This is typified by the increased efficiency and speed expected from the new assembly shop.

The new shop will be made up of eleven bays, and only certain parts will be assembled in each bay; in other words, operations will be departmentalized so that the workers can become specialists. Incoming materials will be received and stored at one end of each bay. The production line will move these materials through the bay as fabrication and assembly take place, and the assembled parts will be moved immediately into unroofed areas just beyond. Overhead cranes that operate in the bays extend outside the building proper to serve the storage and assembled-parts areas. The plan is to maintain either here or in the assembly areas at the ways sufficient assembled parts to forestall delaying work on the ways when the time comes for each individual part to go into the hull.

The first three bays of the assembly shop will be used exclusively for inner bottoms, bulkhead sections and other large parts. Here repetitive operations will be given the intensive study

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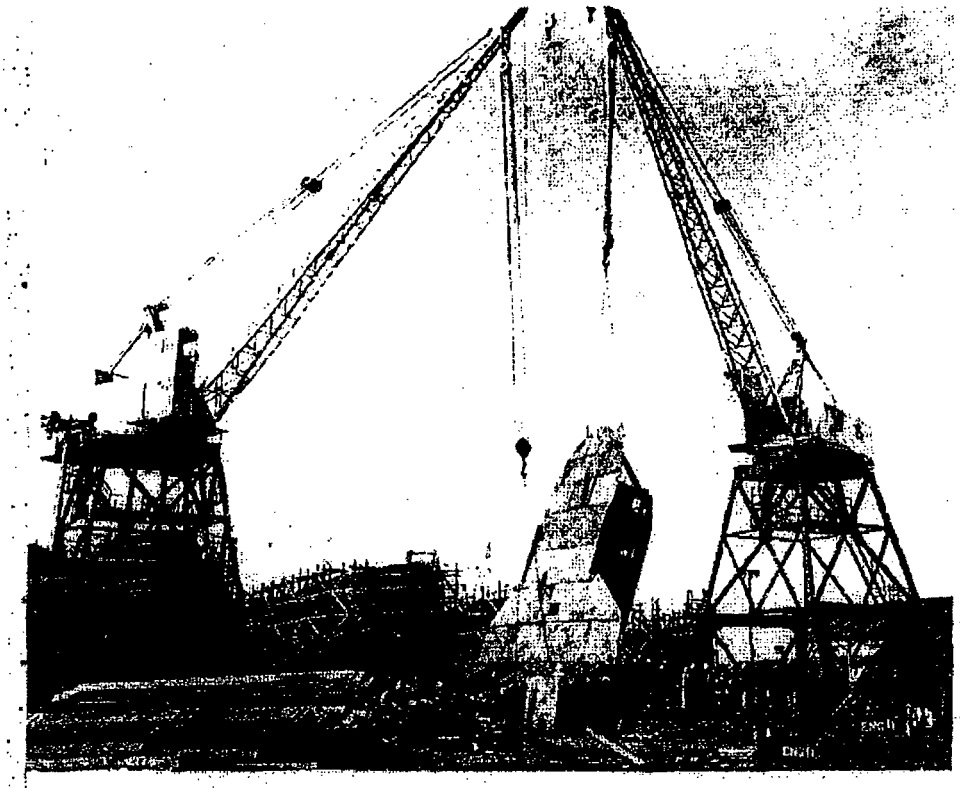


Two 40-ton cranes team-up to lift a prefabricated deckhouse section and carry it forward to its final resting place on the ship.

possible where specialists concentrate on line production. In these bays the assemblies will be too large to be turned over within the bay and hence, when the time for turnover comes, will be moved by the overhead cranes to a place outside the shop within reach of the revolving crane. Originally, when it was planned to turn these parts inside the bays, overhead crane rail heights were planned on the order of 80 to 85 ft. By taking the parts outside to be turned over, a 42-ft. height of crane rail is adequate. The assembly shop structure is steel up to roof level and is roofed over with timber trusses 20 ft. apart.

Storage areas on the receiving end of the assembly bays are each laid out into subdivisions marked for the materials to be stored there. Under this arrangement even relatively inexperienced workers will be able to make a complete inventory in a few minutes with an accuracy that would have required hours of a foreman's time under the old system.

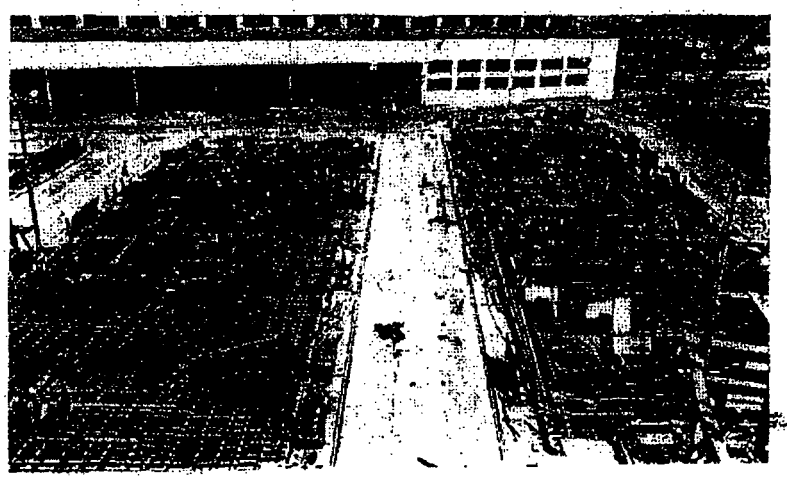
Two other centers of activity, important in the yard program, are the assembly areas and the plate shop. The assembly areas, one of which is located ahead of each launching way, provide at once ship-side storage and space in which to put on the finishing touches that can be done to advantage in this part of the yard. Prior to construction of the assembly shop, all assembly "ahead of the ways" was done here. However, parts for each hull were assembled in the area adjacent to that particular hull. With this work centralized in the new assembly shop, the same part for all hulls will be made in one bay only. Thereafter the assembly areas at the ways will be used for storage and supplemental work on assemblies.

In these areas, as in the bays of the assembly shop, there is provided, in lieu of floors, a supporting framework on which the steel parts can be rested, and where there is ready access to the underside as well as to the upper surface. This facilitates the welding which, under the present construction plan, has replaced nine-tenths of the riveting in these ships.

Usual construction for these elevated supports is a heavy timber framework surmounted by steel rails. Because of the temptation for workers not to retrieve tools, small parts, etc. dropped through this supporting frame to an uncovered ground surface, the new assembly shop has been provided with a concrete floor over the entire area. This floor underlies the 12x12-in. timber sills on which rest 10x14-in. stringers surmounted by 4-in. steel I-beams on 2-ft. centers. With this arrangement, designed for loads of 350-lb. per sq. ft., such operations as tack welding the underside of a large part can be readily carried on because the welders have easy access to all parts of the under surface. Work on the underside, however, is limited to minor items such as tack welding, attaching of temporary stiffeners, etc. Plate seams are made by the automatic welding process and the large assemblies are turned over to obtain the greater speed and efficiency that goes with this type of welding.

In the plate shop, plates are trimmed, cut and beveled on roller tables, rivet holes are punched or drilled, and a pantagraph with four oxy-acetylene burners on a cantilever arm makes it possible to cut four steel shapes simultaneously from a full scale paper drawing. The drawing or pattern is spread on a floor over which the governing point of the pantagraph can be moved. The steel plates to be cut are carefully placed under the torches and when the flames are ignited the governing point is

Assembly areas, just inshore of the launching ways, are separated by roadways used by gantry cranes and trucks. Plate shop is in the background.



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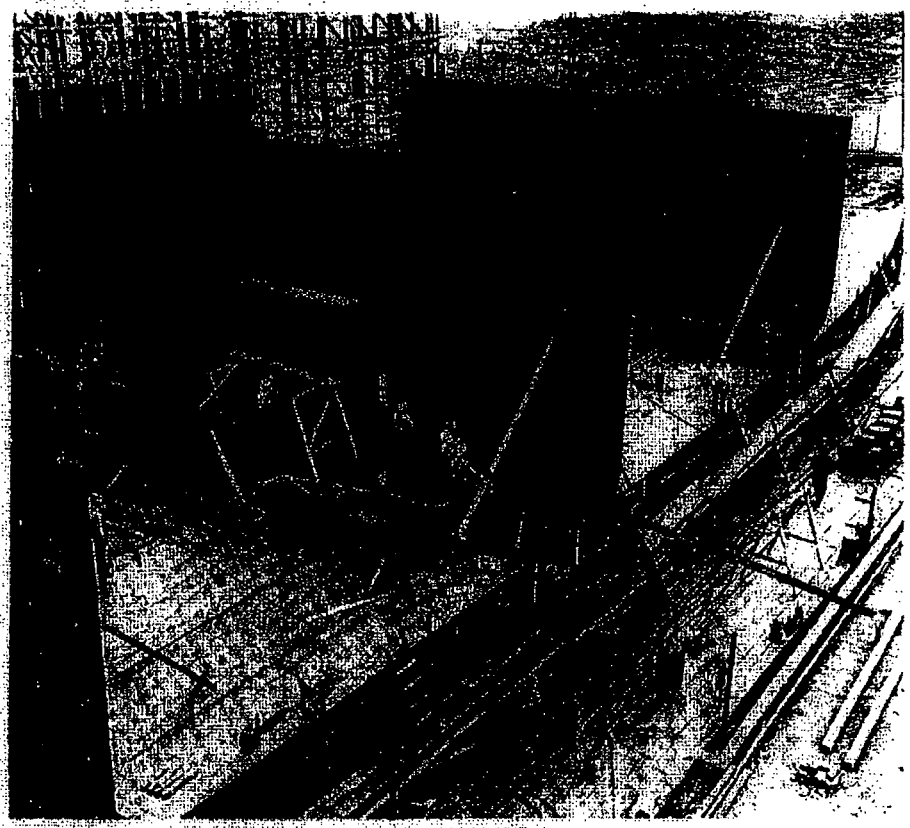
guided by an operator over the paper pattern while each torch, adjusted by an attendant to maintain the flame at cutting efficiency, moves correspondingly over the steel plate. The operating mechanism and the support for both cantilever arms of the rig are carried on a small car that operates on a depressed industrial track between the pattern floor and the table supporting the plates.

Although punch presses are available in the shop for punching plates up to a thickness of 1½ in., a major part of the holes in even the light plates are drilled instead of being punched. Drilling can be done by one man operating a small portable drill, does not leave a burr on the underside of the plate, and can be carried on in as many separate drilling operations as there are small drills available. (Some of these portable drills have been built at this plant.) These advantages are in contrast with the larger number of workers required for using the punch press, the time involved in handling the plate, and the consequent bottleneck that develops around a tool that must be fixed in one spot.



A ship begins to take shape as the prefabricated bulkheads are spaced along the double bottom, welded thereto and braced.

In the plate shop, also, are furnaces for heating the channel irons which are shaped while hot to form the ship ribs or "frames". When these channels come, white hot, from the furnace, a deforming bar is first used to give the flange an opening or closing "bevel" after which the channel, still hot enough to be easily bent, is moved up against a template wedged to the floor and is bent by a pneumatic ram under the guidance of an experienced foreman, until the channel is curved to the desired shape.

From the plate shop, materials flow in two directions—chiefly to the assembly shop but also to the assembly areas adjoining the ways and beyond these to the hulls themselves. Because the larger portion of the output goes to the assembly shop, a plate shop ordinarily is ahead of the assembly shop in a yard arranged for the ideal flow of materials. This sequence was not feasible at the Oregon Shipbuilding Corp. yard (where the assembly shop was decided upon long after the yard was built), and in place of this ample facilities for moving material are provided.

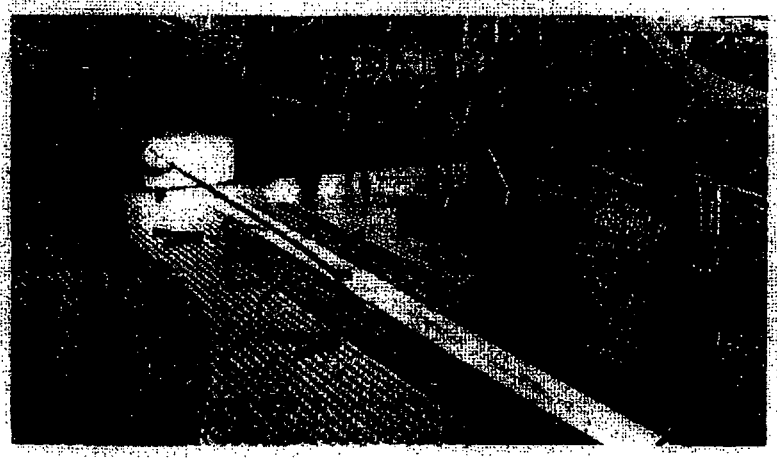
Standard gage railroad tracks connect all parts of the yard, trucks and trailers are available with capacities up to 60 tons, small loads of steel plates or parts are picked up by carriers (adapted from the overhead-powered type of vehicle known as "lumber carriers"), and for the heavier lifts there is generous provision of revolving cranes of 20 to 50-ton capacity on towers 30 to 60 ft. high.

Between the ways are revolving gantry cranes on 60-ft. towers that have a rated capacity of 42 tons at 40-ft. boom. These cranes run the entire length of the ways as well as along the adjoining assembly areas. Two adjoining cranes often combine to handle a particularly heavy part.

While welding the large inner bottom sections into place in the hull, there often is advantage in holding them down in place with heavy weights. For this purpose 20-ton concrete blocks are used, a considerable number of which are kept in the yard. Conveniently projecting loops of reinforcing steel make it easy to pick up these weights. They also are used for testing ship boom installations.

Six revolving cranes that serve the outfitting dock have booms that can reach not only the vessel moored next to the dock but can also deliver to a ship moored "two deep" on the outer side. Four revolving cranes serve the

A steel channel frame member undergoes the bevel-opening process after which it will be bent to the hull curve against the template at the left.



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Trimmers cut steel in the plate shop with torches operating on guides. Note the roll tables on which the plates are moved.

plate storage area. Another, operating on tracks along the delivery end of the assembly shop, has a capacity of 50 tons at 60-ft. boom. The overhead cranes in the several bays of the assembly shop, all of 75-ft. span, have capacities of 25 tons in the first two bays where heavy parts will be handled, and 10 to 20 tons in the other bays.

Perhaps the most universal lifting service in the yard is performed by the truck cranes on rubber tires whose mobility enables them to go wherever they are needed. About 15 of these cranes of different sizes and capacities (such as could be obtained on short notice) constitute the utility fleet that handles plate in the storage yard, helps assemble parts that are added or are put together in the assembly areas, saves the time of the big revolving cranes, and avoids delays in many places where lifts have to be made on short notice.

About 50 percent of the steel tonnage in the ships is assembled "ahead of the ways." Also, nearly all of the separate units are put together before they go to the hull. Typical of this is the foundation and framework where the boiler assemblies are put together. Instead of working in a confined space down in the hull, this intricate assembly operation is done in a part of the yard readily accessible to materials and labor and where there is ample room for fitting and testing the parts. The completed 37-ton boiler assembly is then lifted to a 50-ton trailer and moved out to the assembly area at the head of the way. Here it waits for the revolving crane to pick it up and place it in the hull at the exact moment when its arrival will best fit into the assembly scheme.

With this general set-up the heaviest parts that have been handled to date are the 53-ton inner-bottom sections that are placed on the ship by two of the big revolving cranes working together. The afterdeck house is partially assembled to a weight of approximately 20 tons, which is placed on the ship by two cranes. This deckhouse pre-assembly plan could be carried much farther, and in a nearby yard, under the same general management, designs have been prepared for a deckhouse assembly program involving 200-ton lifts. There the yard layout was made for five deckhouses to be simultaneously under construction in a shop where they would move forward on a four-rail track in production line sequence. As a completed unit emerges from the dock end of the shop, it is to be picked up by two overhead bridge cranes working together with a 16-point support. The bridge crane span and height, as planned, are sufficient to permit lifting the deckhouse clear of the prow and, straddling the vessel, to move out along the outfitting slip until the deckhouse can be lowered to exact position on the hull.

Speed in production

The Oregon Shipbuilding Corp. recruited many of the key men in its organization from the heavy construction industry. Although there are a few men of long experience in ship construction, the greater number of executives were brought to the job in no wise hampered by precedent. They have devised shortcuts and methods of handling materials not heretofore standard in ship construction.

For example, an expediter follows each order for material from the time it goes to the Maritime Commission until the material arrives on the job. A control department watches and records progress of the material through the plate and assembly shops and to the ways. Each way superintendent indicates in advance what material he must have and what equipment he needs to handle it. These needs the control department checks, and materials and assembled parts are requisitioned in such a way as to avoid risk of delay on any of the ways.

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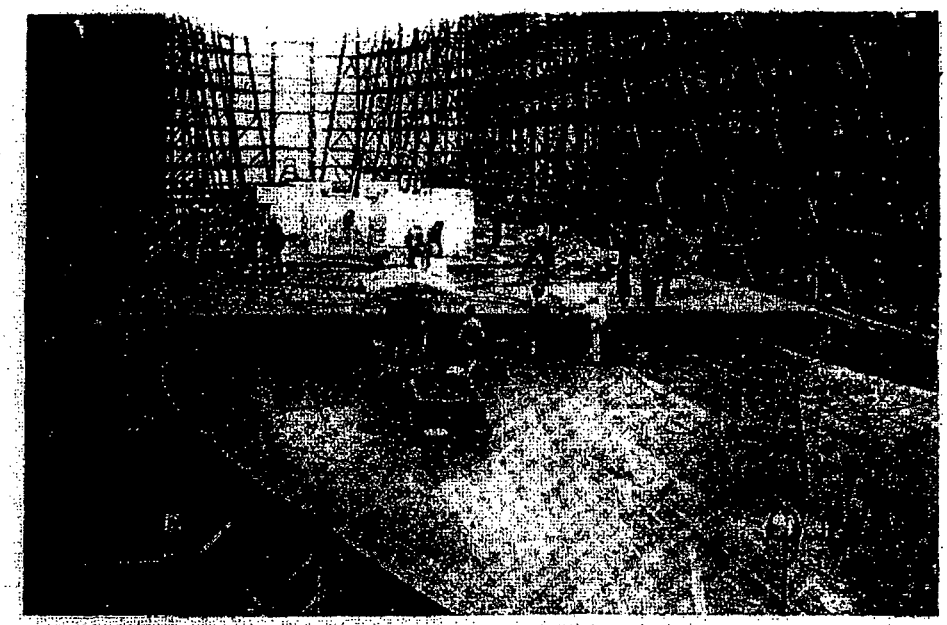
Under this system there is a constant check on the coordination of work in each part of the yard. The intent is to have the necessary stock of materials on hand and sufficient assembled parts made up in advance so that a minor delay or mishap in any assembly operation will not slow the process at some point farther along the line. This watchfulness over the flow of materials has proved highly effective in keeping operations up to schedule.

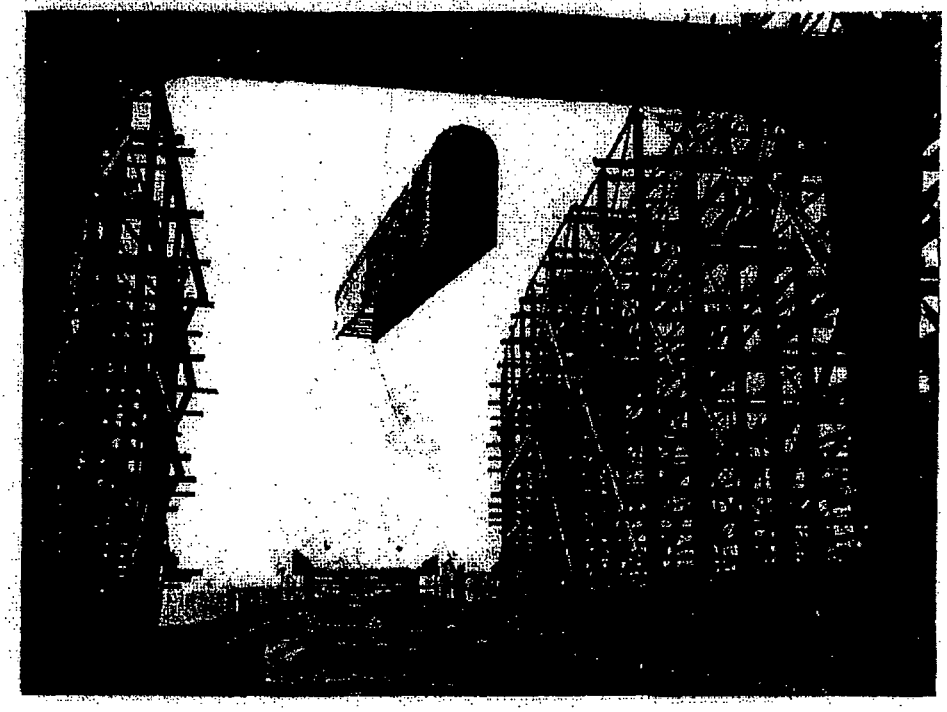
The Maritime Commission purchases all materials and undertakes to keep the necessary supplies delivered as the yard has need of them.

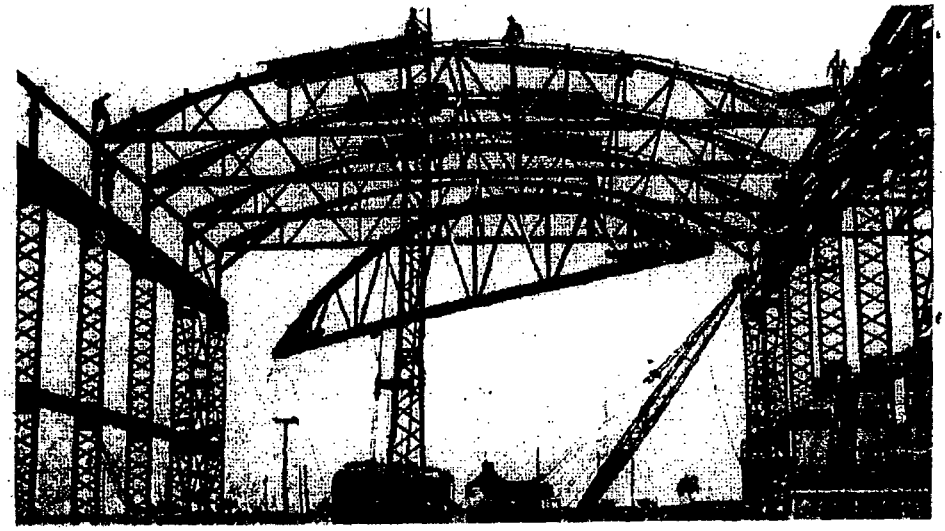
The orderly flow of materials through the various preparatory processes, however, is only half the problem. An equally important element in a yard where upward of 30,000 persons are employed, is the control and direction of personnel.

This yard works three eight-hour shifts every day in the month. Each worker gets one day off each week on a rotating schedule. Whenever that day off falls on a Saturday, he also gets the following day, thus having a two-day week end every seven weeks. This rotation of hours is arranged to avoid interference with crew operation by staggering the day-off allocations for key men. For example, each employee assigned the letter "A" begins with Monday as his day off in the first week, Tuesday the second week, and so on. The "B" employees start with Tuesdays off, and so on. An understudy, coached in advance, takes over the foreman's job one day a week, and the shift assignments are carefully supervised so that each of the three daily shifts takes over just where the preceding shift left off.

Edgar F. Kaiser is vice president and general manager of the Oregon Shipbuilding Corp.; Albert Bauer is chief engineer and assistant general manager; J. F. Reis is secretary and administration manager; Russell Hoffman is yard superintendent.







Shipbuilding and construction of new facilities go on simultaneously. At top, prefabricated inner bottom sections are being welded to outer bottom plates resting on the ways; 20-ton concrete blocks hold the sections down during welding. Center: Section of a propeller shaft tunnel 56 ft. long is lowered into position. Bottom: Erecting 77.5-ft. timber trusses for a new assembly shop.

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JAMES P. KEM, MO.

FRANK BURNETT, CHIEF CLERK

United States Senate

COMMITTEE ON PUBLIC WORKS

July 7, 1950

Mr. Jess Larson
General Services Administration
Washington, D. C.

My dear Jess:

With reference to our pleasant conversation of this morning I am enclosing two copies of a memorandum, together with the first and second invitations to bid on the Oregon Shipbuilding Corporation property and a map which were recently sent to me by a very substantial and worthwhile citizen of Washington State. I will deeply appreciate your looking carefully into the several grievances which are offered by my constituent. I am anxious to let him know what you consider the facts to be and to support your action should you determine that any or all of the criticisms are founded in fact. I have written to my correspondent to say that I have briefly discussed his problem with you. By way of real compliment to yourself I went on to add that he could rely completely on your investigation of the situation.

Most cordially,

Harry

HARRY P. CAIN

HPC/cp
Encl.

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The following is the history concerning bid invitations and bids involved in the sale of the Oregon Ship Property referred to in General Services Administration files as WA Disposal No. M-ORE-12A, Bid No. RSE-PIN-36. The original bid invitation for the sale of this property was issued by General Services Administration, Seattle Regional Office, sometime in October, 1949, with the bids to be received and opened by the Seattle Regional Office at 4:30 P.M. Pacific Standard Time, November 21, 1949, from Federal Governmental Agencies and State and Local Governments possessing priorities, and until 10:00 A.M. Pacific Standard Time, November 22, 1949 to all others, and then publically opened and read.

With the invitation for bids was forwarded a map showing the general arrangement of the entire facilities and the entire invitation was subject to priority bids that might be received from Federal Government Agencies and State or Local Government Agencies. Bids were requested for purchase only and it was permitted that more than one bid or alternate bids by any one bidder may be submitted but had to be submitted separately.

The only priority bids received were from the State of Oregon, Board of Education, and concerned part of Parcel I, all of Parcel K, part of Parcel M and a small portion of Parcel A on the southeast corner. The Port of Portland had expressed a tentative priority interest in the entire area but because of lack of funds were unable to exercise their priority. At the bid opening on November 22nd at 10:00 A.M. there were a number of interested bidders and their individual bids were approximately as follows. This information is not exact and complete but is the condensed information as concerns their bid. The exact bids and copies there are in the General Services Administration's files at either Washington, D. C. or Seattle and can be checked very easily.

The first bid was from Woodbury &Miller, Inc. of Portland, Oregon, who submitted several different proposals. One for buildings and facilities exclusive of land in Tract A, $91,000 and as an alternate on this bid, complete as indicated in their bid plus land, including the assembly building, plate shed and personnel building, $100,000. The second bid was for all buildings and facilities on Tract B excepting the warehouse building, $7,500, with the land $35,500. Third, all facilities on Tract C, $2,700, Fourth, all facilities on Tracts D, E and F, $3,000. Fifth, all facilities on Tract G, $2,650. Sixth, all buildings and facilities on Tract I, $12,500 with a note that in the event the building is excluded to deduct $12,500. Seventh, buildings and facilities on Tract N, $7,500. It should be noted that the land was excluded from most of their offers with a further note that they desire to negotiate for the purchase of same.

The second bid was from a combination or group of firms who were Schnitzer & Wolf Machinery Co. of Portland, Oregon, Zidell Machinery Co. of Portland, Oregon, and California Bag and Metal Co. of Portland, Oregon who forwarded a certified check in the amount of $6,500 with their bid but who stated that their financial information as requested by the bid invitation would be furnished at a later date. Their combination offer was briefly as follows. For a period of 2 years from the acceptance of their offer they agreed to act as selling agents of War Assets Administration and to sell such portions of the property being purchased by them at the highest price obtainable therefor and agreed that they would retain from the sales price of this property only the amount necessary to pay expenses of handling and the balance of the sales price to the extent of $650,000 would be paid to the government. If the sales did amount to a total of $650,000, then they agreed that two years after the

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date of acceptance of their offer to pay the government the difference between the amounts realized and the smm of $650,000. At that time War Assets would then convey title to all the remaining property free and clear of any encumbrances. Further, in addition to the $650,000, they agreed to pay further amounts of 50% of gross proceeds in excess of $1,000,000 of sales and to the extent of $2,000,000 received by bidder for the sale of the property described less handling, expense and 75% of such gross receipts in excess of $2,000,000 and to the extent of $3,000,000 less expense of handling and 80% of gross receipts in excess of $3,000,000. Basically their offered amounted to acting as sales agents for War Assets, guaranteeing a minimum of $650,000 and retaining certain percentages of sales in excess of $650,000 after deducting the necessary expenses.

The next offering was from Dulien Steel Products Co. of Seattle, Washington who offered to purchase the entire property, including the personal property thereon for 33-1/3% of the depreciated value of all property as shown on the books of the Oregon Shipbuilding Co. at the time of the delivery of these facilities to War Assets Administration, less reasonable depreciation for obsolesence and deterioration to date of delivery of said property to bidder, less 50% of entire amount arrived at. Their offer was for the purchase of all the property including the cranes, craneways, etc.

The next offer was one received from Barksdale, Inc. from Seattle, Washington. This firm submitted two different offers, one offering $20,000 for approximately 6.5 acres described as follows:

> Starting at the Southwest corner of the Northwest Oil Co. Tract proceeding in a southerly direction along the river boundary of Tract "N" a distance of 450 feet; thence in an easterly direction that would be shown by a straight line drawn from this point to the most northerly point of Tract "F"; thence at an angle northerly a distance of approximately 150 feet to a point intersecting a line running from the point of beginning easterly parallel to the south line of Tract "F"; thence westerly to the point of beginning along said line. Said Tract containing approximately 6.5 acres.

and, two, offering $33,500 for approximate 13.73 acres described as follows:

> That area contained in Tracts "F", "D" and "E", plus that area bound by the triangle commencing as marked on Exhibit B, RSE-PIN-36, Oregon Ship, described as follows: Beginning at an intersection of the westerly points of Tracts "D", "F" and "N" on the river; thence in a Northerly direction 150 feet; thence from that point in an easterly direction to the northermost point of Tract "F", the triangular area containing approximately 1.5 acres plus the area of Tracts "D", "F" and "E" containing approximately 12.23 acres, making a total of 13.73 acres.

Both of their offers included all buildings, equipment and land.

The next bidder was Time Gas & Oil Co. of Portland, Oregon who submitted three separate and distinct offers as follows. 1. They offered $51,600 for approxi-

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mately 22.17 acres described as follows:

> Beginning at the southwest corner of the Northwest Oil Co. Tract proceeding in a southward line along the river boundary of Tract "N" to the westerly junction point of Tracts "N", "D" and "F" a distance of approximately 600 feet; thence east along the common boundary line of Tracts "D" and "F" approximately 1,700 feet; thence at right angles to said line in a northerly direction approximately 515 feet to the southern edge of road "D"; thence at right angles in a westerly direction to point of beginning a distance of approximately 1,960 feet. Said tract containing approximately 22.17 acres.

Their second offer was $60,500 for an area containing approximately 33.75 acres described as follows:

> Beginning at the southwest corner of the Northwest Oil Co. tract proceeding in a southward line along the river boundary of Tract "N" to the westerly junction point of Tracts "N", "D" and "F" a distance of approximately 600 feet; thence east along the common boundary line of Tracts "D" and "F" to the easterly boundary of Tract "N" a distance of approximately 2,663 feet; thence at right angles in a northerly direction approximately 515 feet; thence at right angles in a westerly direction to point of beginning, approximately 2,925 feet. Said tract to contain approximately 33.75 acres.

Their third offer was $31,000 for approximately 12.23 acres described as follows:

> That certain area contained in Tracts "D", "F" and "E" as shown on Exhibit B, to bid invitation RSE-PIN-36 covering the Oregon SHip Building Corporation property. Said area containing approximately 12.23 acres.

All bids presented were presented with properly certified checks or money orders as requested in the bid invitation.

The bid invitations further stated that if these bids were to be accepted by War Assets Administration that they must be accepted with 60 days of the date of opening of the bid and if more than 60 days were to pass by before acceptance by the government, the government would have to obtain consent from the bidders before any acceptance would be firmed up. All during the time preparatory to the opening of these bids and shortly after the openings of the bids, the bidders had been informed that the decision would be made by the local office here and that as soon as possible all the bidders concerned would be acquainted with the decision to be made. As time dragged on after the opening of the bid, many excuses were offered. First that the local regional director, O. C. Bradeen, was in Washington, D. C. and that the decision would have to await his return and upon his return it was then discovered that it was necessary to send all the bids with the local office's recommendations to the General Services Administration office in Washington, D. C. for final decision to act thereon.

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Later on, during the early part of January, 1950, several of the bidders were informed by Mr. Ocamb, who is in the Seattle Regional Office of War Assets, that all the bids on the Oregon Ship Property, together with his recommendations, were being forwarded to [redacted] Washington, D. C. and that the local offices recommendations were briefly as follows. The Northwest Oil Co., who had certain right-of-way rights and with whom Mr. Ocamb and other members of the Seattle REgional Office had been negotiating for some time, was to be given the property for which they asked, which as I understand it is the north portion of Parcel N from Road D north. That Time Gas & Oil Co., who was one of the bidders, is to get the balance of Parcel N and Parcel F, and that Barksdale, Inc. was to get Parcels D and E. The balance of the property, excluding that asked for by the State of Oregon, Board of Education, would probably go to Zidell Machinery, California Bag and Metal, Snitzer and Wolf, who as a group asked to act as sales agents for War Assets Administration with a guarantee to pay the government something over $500,000.

These were the recommendations of the Seattle Regional Office of War Assets as stated by their representative to various of the bidders. All bidders were told that these were only the local recommendations and that the final decision would be reached by the chief administrator in Washington, D. C. Also the bids that were opened on November 22nd were due to expire January 22nd because of the 60 day time limitation, and on approximately the 15th to the 17th of January, Mr. E. C. Ocamb of the Seattle Regional Offices of General Services Administration, called the various bidders and asked for a 2-week time extension on the bids in order that the General Services Administration would have sufficient time to consider all the bids because of their being forwarded to Washington. I believe in most cases this extension of time was given in order to help facilitate this method of handling the matter.

At that time it was also stated that Mr. O. C. Bradeen, Regional Director, Seattle Office of General Services Administration, was in Washington and it was expected that he would bring the decision back with him from Washington. Several weeks went by and on January 25th a letter was written to various bidders on the original invitation briefly as follows. That all proposals for the purchase of the property as described in invitation to Bid No. RSE-PIN-36 had been declined. The offers could not be considered because the invitations to bid did not provide for easements necessary to serve that portion of the property that each of the individual bidders proposed to purchase. It further stated that copies of a new invitation for bids for the sale of this property were closed and that new offers would be received as stated therein. The new invitation to bid was enclosed with the letter, together with a map of the area which showed the old parcels but this map had further been divided to fit the original offers from the various bidders involved, in the property they had specified, and they had been relabeled as Parcels 1, 2, 3, 4 and 5. Parcel 5 was the area that the State of Oregon, Board of Education, had been interested in for their college. Parcel 1 was the area that General Services Administration had been negotiating on with Northwest Oil Co. in an endeavor to settle Northwest Oil Co.'s right-of-way and roadway rights. Parcel 2 was one of the areas bid upon by Time Gas & Oil Co., one of the original bidders and Parcel 3 was one of the areas bid upon by Barksdale, Inc., one of the original bidders. Parcel 4 was the remainder of the Oregon Ship Property not bid upon specifically by anyone but bid upon by several parties, originally bidding to act as sales agents for General Services Administration in moving out and selling off the property. The new bid opening date was set for February 7, 1950 at 10:00 A.M. at the Seattle Regional Offices of General Services

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Administration. It was specifically stated in the instructions that no consideration would be given to proposals covering resale agreements where bidder proposes to act as so called agents of the government, and that bids must conform to parcels as shown in Exhibit A attached thereto. Certain minimums in dollar values and specifications were set forth for Parcels 2, 3 and 4 and it was further stated that Parcel 1 and 5 had been sold. It did not say who, how, where or what, just that they had been sold. However, it was discovered through oral conversations that Parcel 5 had been sold to the State of Oregon, Board of Education, and Parcel 1 was being transferred to Northwest Oil Co. in exchange for certain roadway rights and obligations that the government had with them.

These bids were opened on February 7, 1950 at the stated time and the following were the results. The first bid was submitted by Woodbury & Miller, Inc. of Portland, Oregon who bid as follows, Parcel 2, $61,600, Parcel 3, $12,600, Parcel 4, $326,100. The second bid was by Oregon Land Investment Co. of Portland, Oregon, Parcel 2, $12,500, Parcel 3, $10,500, Parcel 4, $260,000. The third bid was by Time Gas & Oil Co. of Portland, Oregon, Parcel 2, $40,500. The next bid was submitted by Barksdale, Inc. of Seattle, Washington, Parcel 3, $12,250. The next bid was submitted by Surplus Properties Corp. of Seattle, Washington, Parcel 2, $70,175, Parcel 3, $23,650, Parcel 4, $354,605. Right after the bids were opened it was determined in talking to Mr. Ocamb of the General Services Administration who handled the bid opening that a decision would be forthcoming within the next day or two and would again be made by Mr. Bradeen, the local Regional Manager of General Services Administration.

This was contrary to information given out after the first bid opening in that the decision would have to be made in Washington, D. C. Also, it was learned later that the entire property was sold to Surplus Properties Corp. of Seattle who are a subsidiary of Dulien Steel Products Co. and that the award was made that very day of the bid opening which is surprisingly fast action in view of the length of time it took the administration to consider anything on the first bid openings.

Award 2/7/50
Successful bidder
notified by
letter dated 2/8/50

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DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is given and executed by Louis Dulien, as liquidating trustee of the Surplus Properties Corporation, a dissolved Washington corporation. The said corporation was legally and regularly dissolved by voluntary dissolution out of court pursuant to the Statutes of the State of Washington. That the grantor herein, Louis Dulien was duly and regularly nominated, designated and appointed as such liquidating trustee at a combined special meeting of the shareholders and directors of the said Surplus Properties Corporation in all respects duly and regularly called and held. That said mee ing was attended by all of the directors and by the owners and holders of all of the outstanding and issued voting stock of the said corporation. That all of the creditors of the said Surplus Properties Corporation have been paid in full except for the United States of America, the mortgagee holding a mortgage on a portion of the real property hereby conveyed. That the grantees hereinafter named, Louis Dulien and Ann Dulien, are the owners and holders of all outstanding and issued shares of the capital stock of the said Surplus Properties Corporation. That in consideration of the conveyance hereby made to them, the said grantees, Louis Dulien and Ann Dulien, assume and agree to pay a mortgage in the sum of Seventy-two Thousand Dollars ($72,000.00) and interest thereon, made as of the 10th day of March, 1950, and recorded with the County Clerk of Multnomah County, Oregon, on the 23rd day of May, 1950, and the parties to which are Surplus Properties Corporation, mortgagor, and the United State of America, mortgagee.

In consideration of the sum of One Dollar ($1.00) and other lawful consideration to him in hand paid by Louis Dulien

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and Ann Dulien, the grantees, and in consideration further of the assumption by said grantees of the aforementioned mortgage held by the United States of America, the said Louis Dulien as liquidating trustee of the Surplus Properties Corporation, a dissolved Washington corporation, pursuant to the authority vested in him as aforesaid and conferred upon him by the laws of the State of Washington, has bargained and sold, and by these presents does grant, bargain, sell and convey, unto said grantees, their heirs and assigns, all the following bounded and described real property, situated in the County of Multnomah and State of Oregon, to-wit:

a. All of that certain parcel of land described in that certain deed from the Port of Portland, a municipal corporation, to the United States of America, dated December 2, 1943, recorded December 11, 1943, in book 800, at page 234 of the Deed Records of Multnomah County, Oregon, lying South of a line described as follows:

Beginning at a point on the harbor line of the Willamette River, which is the true point of beginning of that certain parcel of land conveyed by the above mentioned deed; thence N. 26° 17' 40" W. a distance of 592.35 feet to a point which point is the southwesterly corner of that certain parcel of land described in that certain deed from Oregon Shipbuilding Corporation to Northwest Terminal Co. dated December 2, 1943, recorded December 11, 1943, in book 800 at page 240 of the Deed Records of Multnomah County, Oregon; which point is the true point of beginning of the above referred to line; thence S. 89° 52' 15" E. to a point, which point is on the easterly boundary of that certain parcel or land described in that certain deed from The Port of Portland, a municipal corporation, to the United States of America, dated December 2, 1943, recorded December 11, 1943 in book 800 at page 234 of the Deed Records of Multnomah County, Oregon, subject to the following:

1. Easement for road purposes and for railroad tracks over and across the above premises created by instrument dated December 2, 1943 and recorded December 11, 1943, in PaDeed Book 800 at page 225, made by The Port of Portland, a municipal corporation to Northwest Terminal Co., a corporation of Oregon.

2. Easement and right of way 50 feet in width for the erection, construction, maintenance and operation of a transmission line granted to Portland General Electric Company, a corporation of Oregon, by deed dated September 19, 1939 and recorded September 26, 1939 in PaDeed Book 515, page 385.

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3. Rights of Governmental bodies in and to that portion of the above premises lying below the low water mark of the Willamette River.

b. Beginning at a point on the harbor line of the Willamette River which is the true point of beginning of the parcel of land to be herein conveyed which point is also the southwesterly corner of that certain parcel of land described in deed from The Port of Portland, a municipal corporation, to the United States of America, dated December 2, 1943, recorded December 11, 1943, in book 800 at page 234 of the Deed Records of Multnomah County, Oregon; thence in a direction at right angles to said harbor line, a distance of 877.40 feet to a point; thence S 26° 17' 40" E a distance of 435.87 feet to a point; thence N 89° 52' 15" W to the true point of beginning.

Beginning at a point 910.672 feet northwesterly, measured along the harbor line of the Willamette River, from the Southwesterly corner of that certain parcel of land referred to as Tract A in that certain deed from The William Gatton Estate Company, an Oregon corporation, and George G. Gatton, a bachelor, to Northwest Oil Company, an Oregon Corporation, dated April 30, 1938, and recorded May 25, 1938, in book 450 on page 56 of the Deed Records of Multnomah County, Oregon, (which said southwesterly point is a point on said Harbor Line) thence easterly and parallel to the southerly line of said Tract A in said deed dated April 30, 1938, a distance of 979.698 feet; thence northwesterly and parallel to said Harbor Line a distance of 389.32 feet; thence N. 89° 52' 15" W to said Harbor Line; thence southeasterly along said Harbor Line to the point of beginning; both of parcels "b" and "c" as described above being subject to the following:

1. Right of way for railroad track over and across the above premises reserved by Deed from the William Gatton Estate Company a corporation of Oregon, and George G. Gatton, a bachelor, to Oregon Shipbuilding Corporation, a corporation of Delaware, dated February 7, 1941, recorded February 11, 1941 in PsDeed Book 588, page 508.

2. Restrictions as to the use thereof contained in deed made by The William Gatton Estate Company, a corporation of Oregon, and George G. Gatton, to Northwest Oil Company, an Oregon corporation, dated April 30, 1938, recorded May 25, 1938, in PsDeed Book 450, page 56.

3. Conditions and restrictionsas to the storage, sale, etc. of gasoline or petroleum products as contained in Deed to Northwest Terminal Co. recorded February 11, 1941 in PsDeed Book 588, page 500.

4. Easement and right of way 50 feet in width for the erection, construction, maintenance and operation of a transmission line granted to Portland General Electric Company, a corporation of Oregon by deed dated September 19, 1939, and recorded September 26, 1939, in PsDeed Book 515, page 385.

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5. Easement and right of ingress and egress to and from, for erection, construction, maintenance and operation of electrical transmission lines, telephone, etc. created by instrument dated October 18, 1938, recorded October 28, 1938 in PsDeed Book 470, page 469, made by William Gatton Estate Company, an Oregon corporation, and George G. Gatton, bachelor, to Portland General Electric Company, a corporation, of Oregon.

6. Rights of Governmental bodies in and to that portion of the above premises lying below the low water mark of the Willamette River.

d. All that certain parcel of land described as follows:
Beginning at a point on the Northerly line of that certain parcel of land in Section 35, Township 2 North of Range 1 West of Willamette Meridian described in (a) in that certain deed from The William Gatton Estate Company and (b) (6) [redacted] to Oregon Shipbuilding Corporation dated February 7, 1941, recorded February 11, 1941 in Book 588, page 508 of the Deed Records of Multnomah County, which point of beginning is 2650.93 feet Easterly along said Northerly line from the intersection of said Northerly line with the harbor line of the Willamette River; thence South 89° 52' 15" East along said Northerly line as extended a distance of 1750 feet to a point on the Northwesterly boundary of that certain tract described in that certain deed from The William Gatton Estate Company and (b) (6) [redacted] to Electro-Metallurgical Company dated March 28, 1941, recorded April 8, 1941 in Book 599, page 327 of Deed Records of said County; thence North 34° 19' East 375.42 feet along the Northwesterly boundary of said tract deeded to Electro-Metallurgical Company; thence North 60° 31' 30" East 248.08 feet to the Westerly line of the Bonneville Substation site; thence North 0° 2' 30" West 536.03 feet along the Westerly line of said Bonneville Substation site to the Southerly line of the strip of land 150 feet wide occupied by Bonneville Power Administration; thence North 80° 35' 45" West 2203.86 feet along the Southerly line of said Bonneville Power Administration property; thence South 0° 7' 45" East 1324.33 feet to the point of beginning;

EXCEPTING THEREFROM THE following:

(1) All that portion of the above described tract of land lying east of a line described as follows:
Beginning at a point, which point is the most easterly corner of that certain parcel of land described in that certain deed from Electro- Metallurgical Company to Oregon Shipbuilding Corporation, dated March 20, 1942, recorded March 23, 1942, in book 670 at page 432, Deed Records of Multnomah County, Oregon; thence N 28° 19' 30" W 447.24 feet to a point; thence N 34° 19' E 481.11 feet to a point; thence N 60° 31' 30" E 246.91 feet to a point; thence N 0° 02' 30" W 536.03 feet to a point; thence N 80° 35' 45" W 1326.65 feet to a point which point is the true place of beginning of that certain line referred to hereinabove; thence S 0° 07' 47" W to a point which point lies on the most southerly boundary of that certain parcel of

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land hereinabove described; also excepting

(2) Beginning at a point on the harbor line of the Willamette River which point is the true point of beginning of that certain parcel of land described in that certain deed from the Port of Portland, a municipal corporation, to the United States of America, dated December 2, 1943, recorded December 11, 1943, in book 800, at page 234, of the Deed Records of Multnomah County, Oregon; thence N 26° 17' 40" W 592.35 feet to a point, which point is the southwesterly corner of that certain parcel of land conveyed in that certain deed from Oregon Shipbuilding Corporation to the Northwest Terminal Company dated December 2, 1943 and recorded December 11, 1943, in Book 800 at page 240, Deed Records of Multnomah County, Oregon; thence S 89° 52' 15" E to a point, which point lies on the easterly boundary of that certain parcel of land conveyed by deed from The Port of Portland, a municipal corporation, to the United States of America, dated December 2, 1943, recorded December 11, 1943, in Book 800, at page 234 of the Deed Records of Multnomah County, Oregon, and is the true point of beginnig of the parcel herein described; thence S 89° 52' 15" E to a point, which point is on the easterly edge of temporary road easement described in that certain deed from Oregon Shipbuilding Corporation to Northwest Terminal Company dated December 2, 1943, recorded December 11, 1943, in Book 800 at page 240, Deed Records of Multnomah County, Oregon; thence N 0° 7' 45" E to a point on a line which line is an easterly extension of the northerly boundary of that certain parcel of land conveyed by the Port of Portland, a municipal corporation, to the United States of America by deed dated December 2, 1943, recorded December 11, 1943, in Book 800 at page 234 in the Deed Records of Multnomah County, Oregon; thence N 80° 35' 45" W along the aforementioned extension of the northerly boundary of that certain parcel of land conveyed by the Port of Portland, a municipal corporation to the United States of America, by deed dated December 2, 1943, recorded December 11, 1943, in book 800 at page 234, Deed Records of Multnomah County, Oregon, to a point which point is at the junction of the extension of the northerly boundary and the line forming the easterly boundary of that certain parcel of land conveyed by the Port of Portland to the United States of America by Deed dated December 2, 1943, recorded December 11, 1943, in Book 800 at page 234 Deed Records of Multnomah County, Oregon; thence S 0° 7' 45" E to the true point of beginning; also excepting

(3) All that portion which lies within the parcel herein described of that certain right of way 50 feet wide conveyed by the William Gatton Estate Company and (b) [redacted] to Portland General Electric Company by deed dated February 7, 1941 and recorded February 11, 1941 in book 588, page 515 of Deed Records of said County; and also excepting

(4) That certain tract described as follows:
Beginning at a point on the Westerly boundary of that certain tract conveyed by The William Gatton Estate Company and (b) (6) [redacted] to Oregon Shipbuilding Corporation by deed

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dated April 5, 1943, and recorded April 16, 1943, in book 743, page 15 of Deeds of said County, which point is 35 feet Southerly when measured at right angles from the Southerly line of that certain easement or right of way conveyed by The William Gatton Estate Company to Portland General Electric Company by deed dated February 7, 1941, recorded February 11, 1941 in book 588, page 515 Deed Records of said County; thence South 80° 35' 45" East parallel to the Southerly line of said easement so conveyed to Portland General Electric Company, a distance of 1324.25 feet; thence at right angles Northerly a distance of 35 feet to the intersection with the Southerly line of said easement; thence North 80° 35' 45" West along said Southerly line of said easement to its intersection with the Northerly extension of the Westerly boundary of said tract conveyed by said deed dated April 5, 1943; thence South 0° 07' 45" West along said Westerly boundary to the place of beginning;

Tract "d" as described hereinabove being subject to the following:

1. Right of way for railroad track to connect with the railroad track on the property South of and adjoining the above premises reserved in deed from The William Gatton Estate Company, a corporation, and George G. Gatton, a bachelor, to Oregon Shipbuilding Corporation, a corporation of Delaware, dated April 5, 1943 and recorded April 16, 1943 in Deed Book 743, page 15.

2. Conditions and restrictions as to the storage, sale, etc. of gasoline or petroleum products as contained in deed to Northwest Oil Co., an Oregon corporation, dated April 30, 1938, and recorded May 25, 1938 in Deed Book 450, page 56.

3. Conditions and restrictions as to the storage, sale, etc. of gasoline or petroleum products as contained in deed to Northwest Terminal Co. dated February 8, 1941 and recorded February 11, 1941 in Deed Book 588, page 500.

e. All of that certain parcel of land described in that certain deed from the City of Portland, to the United States of America, dated October 28, 1949, recorded November 1, 1949, in book 1368 at page 45, Deed Records of Multnomah County, Oregon, EXCEPT that portion thereof lying within the boundaries of the following described tract:

Beginning at a point which point is the most Easterly corner of that certain parcel of land described in that certain deed from Electro Metallurgical Company to Oregon Shipbuilding Corporation, dated March 20, 1942, recorded March 23, 1942, in book 670 at page 432, Deed Records of Multnomah County, Oregon; thence N 28° 19' 30" W 447.24 feet to a point; thence N 34° 19' E 481.11 feet to a point; thence N 60° 31' 30" E 246.91 feet to a point; thence N 0° 02' 30" W 536.03 feet to a point; thence N 80° 35' 45" W 1326.65 feet to a point; thence S 0° 07' 47" W 2237.74 feet to a point; thence S 22° 53' 15" W 121.15 feet to a point; thence S 26° 00' 22" E 194.48 feet to a point; thence N 62° 09' E 149.71 feet to a point; thence S 89° 50' E 718.30 feet to a point which point lies on the centerline of Burgard

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Road; thence along centerline of said road N 22° 40' W 171.75 feet to a point; thence northeasterly along said centerline on a curve to the right having a radius of 478.5 feet and a chord of 660.69 feet to a point; thence N 31° 08' 30" W 30.2 feet to the point of beginning;

Subject, however, to an easement for right of way for a railroad track across said property for the common use of the Grantee herein, the Northwest Terminal Company, an Oregon corporation, and the State of Oregon, acting by and through its State Board of Higher Education, and the successors and assigns of all of said parties; said easement being intended to connect with similar easements previously granted to the Northwest Terminal Company as described in that certain deed dated February 8, 1941, wherein Oregon Shipbuilding Corporation was Grantor and Northwest Terminal Co. was Grantee, which deed was recorded February 11, 1941, in Book 588, page 500, Deed Records of Multnomah County, Oregon, and also as described in that certain deed dated December 2, 1943, wherein the Port of Portland was Grantor and Northwest Terminal Co. was Grantee, which deed was recorded December 11, 1943, in Book 800, page 225, Deed Records of said County. Said right of way or easement shall be located at a place or location that will not work any unnecessary inconvenience to the Grantee herein or to said Grantee's successors or assigns; and also subject to the following:

1. Easements and rights of way granted to Portland General Electric Company by the following: Easement dated March 27, 1941, recorded April 18, 1941 in Deed Book 601, page 294; Easement dated June 12, 1941 and recorded September 17, 1941 in Deed Book 637, page 539.

2. Rights of the public in and to any portion thereof lying within dedicated streets and highways.

3. Rights of Governmental bodies in and to that portion of the above premises lying below the low water mark of the Willamette River.

Together with all buildings and improvements of whatsoever nature located upon the above-described real property acquired and owned by the Surplus Properties Corporation, including, but not limited to, the following:

Building Number	Description
41	Assembly Building
61	Plate Shop
77	Assembly Warehouse
75	Oil House and Storage Platform
66	Salvage Building
22	Paint Storage Building
51	Electric Cable Storage Platform
12	Boiler Erection Building
13	Fire Brick Storage Building

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EXCEPTING, HOWEVER, all railroad tracks and all railroad track materials of whatsoever nature (Exclusive of crane tracks and trackways) located in or upon the above-described real property.

And the said Louis Dulien as such liquidating trustee does hereby grant, bargain, sell and convey to the said Louis Dulien and Ann Dulien the following personal property located in and upon tract "e" as described above:

Declaration No.	Description
3427045	Overhead Traveling Crane (6-1)
3427976	" " " (1-1)
4120150	Overhead Crane (2-1)
4120150	" " (7-1)
4120177	" " (2-8)
4120177	" " (2-3)
4120633	Traveling Crane (3-1)
4120633	" " (7-1)
4121236	Traveling Crane (3-1)
4121236	" " (3-2)
4121236	" " (4-1)
4121236	Overhead Electric Crane - 10-ton(6-1)
4121236	Traveling Crane (7-1)
4121238	Overhead Electric Crane-10-ton(8-1)
4121238	" " " " 35-ton(1-1)
4121239	" " " 5-ton(2-1)
4121240	Traveling Crane (1-1)
4121239	Overhead Electric Crane- 5-ton(1-1)
4121240	" " " " 5-ton(2-1)
4121705	" " " 10-ton(2-3)
4121705	Traveling Crane (1-1)

Together with:

One paint processing system with overhead monorail conveyors, electrified, consisting of approximately:
7 Tanks and Ovens, Oakite Dip, Acid Dip, Hot Spray Rinses, Hot Blast Driers, Paint Dip; Continuous Monorail System, 160' long; 6 Conveyors, motor driven with trolley feed; 5 Drop Section Stations; 15 Sets of Controls; Supporting Structure; 2 Steam Boilers; Hot Water Tanks & Pumps; Steam Generators and Oil Burner.

And the said Louis Dulien as such liquidating trustee does hereby grant, bargain, sell and convey to the said Louis Dulien and Ann Dulien all buildings, improvements and personal property of whatsoever nature located upon the below-described real property.

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situated in Multnomah County, Oregon, (said real property being likewise a portion of the facility formerly known as the Oregon Shipbuilding Corporation Shipyard, Portland, Oregon, the title to which is not in the Grantor herein):

A. Beginning at a point on the Harbor Line of the Willamette River in Section 35, Township 2 North, Range 1 West, Willamette Meridian, which is the Southwesterly corner of that certain parcel of land referred to as Tract A in that certain deed from The William Gatton Estate Company, an Oregon corporation, and (b) (6) a bachelor, to Northwest Oil Co., an Oregon corporation, dated April 30, 1938, and recorded May 25, 1938, in Book 450 on page 56, of the Deed Records of Multnomah County, Oregon; thence Easterly along and in the direction of the Southerly line of said Tract A a distance of 3150 feet; thence Northwesterly and parallel to said Harbor Line a distance of 1300 feet; thence Westerly parallel to said Southerly line of said Tract A to the Harbor Line of the Willamette River; thence Southeasterly along said Harbor Line to the point of beginning;

Also

B. Beginning at a point in the southerly line of the William Gatton Donation Land Claim in Section 35, Township 2 North; Range 1 West of the Willamette Meridian, and North 60 degrees east 173.21 feet distant from the southwest corner of the said William Gatton Donation Land Claim, and running thence north 60 degrees east along the southerly line of the said William Gatton Donation Land Claim, 537.72 feet to a point; thence west parallel to the northerly boundary of the City of Portland, 1600.81 feet to a point in the harbor line in the Willamette River; thence south 26 degrees 17 minutes 40-1/2 seconds east along the said harbor line, 300 feet to a point; thence east parallel to the northerly boundary line of the City of Portland, 1004.52 feet to the place of beginning;

Also

Commencing at the point of intersection of the extension or projection of the south boundary line of the William Gatton D.L.C. with the south boundary line of Section 35, Township 2 North of Range 1 West of the Willamette Meridian, which south boundary line of Section 35 forms the north boundary line of the City of Portland, which point of intersection is located on the northerly boundary line of that certain tract of land owned by the City of Portland and used by it as and for Portland Municipal Terminal No. 4, and is 185.27 feet distant south 60 degrees west from the southwest corner of the William Gatton D.L.C.; running thence north 60 degrees east along the northerly boundary of said Terminal No. 4 a distance of 358.48 feet; thence running westerly and parallel with the northerly

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boundary of the City of Portland, 1004.52 feet to a point in the harbor line of the east side of the Willamette River; thence southeasterly following said harbor line to its intersection with the northerly boundary line of the City of Portland; thence easterly along the northerly boundary line of the City of Portland, 606.99 feet to the place of beginning;

Also

C. A parcel of land lying, and being within Section 35, Township 2 North, Range 1 West, Willamette Meridian, and more particularly described as follows:

Beginning at a point which is the southeasterly corner of that certain tract of land described in (a) that certain deed from William Gatton Estate Company, an Oregon corporation, and (b) (6), (b) a bachelor, to Oregon Shipbuilding Corporation, a Delaware corporation, dated February 7, 1941, and recorded February 11, 1941, on page 508 of Book 588 of the Deed Records of Multnomah County, Oregon; which point is 3,150 feet, measured along the southerly line of said parcel described in (a), from the harbor line, as established by the United States Engineers, on the east side of the Willamette River; running thence northeasterly and parallel to said harbor line a distance of 1,300 feet; thence easterly and parallel to the southerly line of the said parcel described in (a) of said deed until said line intersects the westerly line of that certain parcel described in that certain deed from The William Gatton Estate Company, an Oregon corporation, and (b) (6), a bachelor, to Electro Metallurgical Company, a West Virginia corporation, dated March 28, 1941, and recorded on April 8, 1941, on page 327 of Book 599 of the Deed Records of Multnomah County, Oregon; thence southwesterly, southerly and southeasterly along the three courses forming the westerly boundary of said tract described in said deed to Electro Metallurgical Company to a point of intersection with the northwesterly right of way line of the County Road, known as Burgard Road; thence southwesterly following said northwesterly boundary line of said County Road to a point of intersection with the southerly line of the William Gatton D.L.C.; thence westerly along the southerly line of said William Gatton D.L.C., circumventing that portion of the County Road lying within the parcel of land herein described, to the point of intersection with the projection of the southerly line of said parcel described in (a) of said deed to Oregon Shipbuilding Corporation; thence westerly to the point of beginning;

EXCEPT that portion of the above described tract "C" lying within the boundaries of the following:

Beginning at a point, which point is the most easterly corner of that certain parcel of land described in that certain deed from Electro Metallurgical Company to Oregon Shipbuilding Corporation, dated March 20, 1942,

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recorded March 23, 1942, in book 670 at page 432, Deed Records of Multnomah County, Oregon; thence N 28° 19' 30" W 447.24 feet to a point; thence N 34° 19' E 481.11 feet to a point; thence N 60° 31' 30" E 246.91 feet to a point; thence N 0° 02' 30" W 526.03 feet to a point; thence N 80° 35' 45" W 1326.65 feet to a point; thence S 0° 07' 47" W 2237.74 feet to a point; thence S 22° 53' 15" W 121.15 feet to a point; thence S 26° 00' 22" E 194.48 feet to a point; thence N 62° 09' E 149.71 feet to a point; thence S 89° 50' E 718.30 feet to a point which lies on the centerline of Burgard Road; thence along centerline of said road N 22° 40' W 171.75 feet to a point; thence northeasterly along said centerline on a curve to the right having a radius of 477.5 feet and a chord of 660.69 feet to a point; thence N 31° 08'30" W 30.2 feet to the point of beginning;

Which was acquired and owned by the Surplus Properties Corporation, including, but not limited to, the following:

Building Number	Description
55	Mold Loft
54	First Aid
15	Ordnance Bldg.
44	Guard House
40	General Utility Bldg.
36	Joiner Bldg.
37	Sheet Metal Shop
38	Rigging Loft
39	Deck Covering Bldg.
21	Warehouse
52	Engine Inspection Bldg.
66	Carpenter Shop

EXCEPTING, HOWEVER, all railroad tracks and all railroad track materials of whatsoever nature (exclusive of Crane tracks and trackways) located in or upon the above-described real property.

The parcels of land identified herein as tracts "A", "B" and "C", subject to a mortgage in favor of the United State of America hereinabove specifically referred to, and the grantees assume and agree to comply with each of the terms and conditions set forth in said mortgage.

This Deed is given subject to the rights and reservation of the United States of America to all uranium, thorium and other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761).

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The grantor does hereby also grant, bargain, sell and convey to the grantees the following described parcels of real estate situated in the County of Multnomah, State of Oregon, heretofore acquired by the Surplus Properties Corporation from the Oregon Shipbuilding Corporation, to-wit:

A. That certain parcel herein referred to as Tract C, conveyed by Terminal Flour Mills Co. to Oregon Shipbuilding Corporation by deed dated March 26, 1941, recorded March 26, 1941, in Book 596 at page 269 of the Deed Records of Multnomah County, Oregon, being described in said deed dated March 26, 1941, as follows:

Beginning at a point in the southerly line of the William Gatton Donation Land Claim, in Section 35, Township 2, North, Range 1 West of the Willamettter Meridian, and North 60 degrees East 173.21 feet distant from the southwest corner of the said William Gatton Donation Land Claim, and running thence North 60 degrees East along the southerly line of the said William Gatton Donation Land Claim 537.72 feet to a point; thence West parallel to the northerly boundary of the City of Portland, 1600.81 feet to a point in the harbor line in the Willamette River; thence south 26 degrees 17 minutes 40½ sedonds East along the said harbor line 300 feet to a point; thence East parallel to the northerly boundary line of the City of Portland, 1004.52 feet to the place of beginning.

Commencing at the point of intersection of the extension or projection of the south boundary line of the William Gatton D.L.C. with the south boundary line of Section 35, Township 2 North of Range 1 West of the Willamette Meridian, which south boundary line of Section 35 forms the north boundary line of the City of Portland, which point of intersection is located on the northerly boundary line of that certain tract of land owned by the City of Portland and used by it as and for Portland Municipal Terminal No. 4, and is 185.27 feet distant south 60 degrees West from the southwest corner of the William Gatton D.L.C; running thence North 60 degrees East along the northerly boundary of said Terminal No. 4 a distance of 358.48 feet; thence running westerly and parallel with the northerly boundary of the City of Portland, 1004.52 feet to a point in the harbor line of the east side of the Willamette River; thence southeasterly following said harbor line to its intersection with the northerly boundary line of the City of Portland; thence easterly along the northerly boundary line of the City of Portland, 606.99 feet to place of beginning.

B. That certain parcel referred to herein as Tract C, conveyed by Northwest Terminal Co. and Northwest Oil Co. to Oregon Shipbuilding Corporation by deed dated February 11, 1941, recorded February 11, 1941, in Book 588 at page

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493, of the Deed Records of Multnomah County, Oregon,

C. The portions of (1) that certain parcel referred to hereinafter as Tract B, conveyed by The William Gatton Estate Company and George G. Gatton to Oregon Shipbuilding Corporation by deed dated February 7, 1941, recorded February 11, 1941, in Book 588 at page 508, of Deed Records of Multnomah County, Oregon, and described in paragraph (a) of said deed dated February 7, 1941, excluding the portions of said Tract B heretofore conveyed by Oregon Shipbuilding Corporation to the United States of America, and (2) that certain parcel referred to hereinafter as Tract I, conveyed by The William Gatton Estate Company and (b)(6) [redacted] to Oregon Shipbuilding Corporation by deed dated December 9, 1941, recorded December 10, 1941, in Book 653 at page 193 of the Deed Records of Multnomah County, Oregon, which lie outside of the boundaries of that certain tract described as follows:

Beginning at a point, which point is the most easterly corner of that certain parcel of land described in that certain deed from Electro Metallurgical Company to Oregon Shipbuilding Corporation, dated March 20, 1942, recorded March 23, 1942, in Book 670 at page 432, Deed Records of Multnomah County, Oregon; thence N 28° 19' 30" W 447.24 feet to a point; thence N 34° 19' E 481.11 feet to a point; thence N 60° 31' 30" E. 246.91 feet to a point; thence N 0° 02' 30" W 536.03 feet to a point; thence N 80° 35' 45" W 1326.65 feet to a point; thence S 0° 07' 47" W 2237.74 feet to a point; thence S 22° 53' 15" W 121.15 feet to a point; thence S 26° 00' 22" E 194.48 feet to a point; thence N 62° 09' E 149.71 feet to a point; thence S 89° 50' E 718.30 feet to a point which lies on the centerline of Burgard Road; thence along centerline of said road N 22° 40' W 171.75 feet to a point; thence northeasterly along said centerline on a curve to the right having a radius of 477.5 feet and a chord of 660.69 feet to a point; thence N 31° 08' 30" W 30.2 feet to the point of beginning.

Together with and subject to all easements of record affecting said property and EXCEPTING therefrom all railroad tracks and all railroad track material of whatsoever nature (other than crane tracks and trackways) located in or upon the real property hereby conveyed, whether or not said railroad track material is affixed to the realty and is a part of the realty.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining

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and also all estate, right, title and interest, in and to the same.

TO HAVE AND TO HOLD, the above described and granted premises unto the said (b) (6) [redacted], their heirs and assigns forever as fully and completely as the said Louis Dulien, as liquidating trustee of the Surplus Properties Corporation, a dissolved corporation, might or could convey the same.

IN WITNESS WHEREOF, the grantor above named hereunto set his hand and seal this 26 day of May, A. D. 1950.

Louis Dulien
Liquidating Trustee of Surplus Properties Corporation, a dissolved Corporation.

STATE OF WASHINGTON)
County of King) ss.

BE IT REMEMBERED, That on this 26 day of May, 1950, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named Louis Dulien, as liquidating trustee of the Surplus Properties Corporation, a dissolved corporation, who is known to me to be the identical person described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Morris T. Robbins
Notary Public in and for the said County and State.

My commission expires April 23, 1951.

NOTARY PUBLIC

(SEAL) DOCUMENT 23365 RECORDED MAY 29 1950 4:10 P M. AL L. BROWN, County Clerk

SCHN00316758

(COPY)

GENERAL SERVICES ADMINISTRATION
WAR ASSETS
1319 Second Avenue
Seattle 1, Washington

In reply refer to:
SSE-PIN
Willamette Iron & Steel
(ors 50 & 772)

August 19, 1949

The Commission of Public Docks of the
City of Portland
Municipal Terminal No. 4
Portland 3, Oregon

Attn: Captain D. J. McGarity
General Manager and Secretary

Gentlemen:

This has reference to your letter dated August 2, 1949 to this Agency, containing offer to purchase the Government's interest in the real property and certain designated personal property presently comprising the facilities known as Willamette Iron & Steel Corporation Plancors 50 and 772 located at Portland, Oregon (hereinafter referred to as the "Wisco" property). The legal description of the Wisco property is attached to this letter and is designated as Exhibit A.

The Regional Director, War Assets, Seattle, Washington, has approved the sale to the City of Portland, a municipal corporation, acting by and through its Commission of Public Docks (hereinafter referred to as the "City"), of the Wisco property on the following terms and conditions:

1. As part of the consideration covering the purchase of the Wisco property, the City will convey to the Government the full title to tracts A, H, J and L, presently owned by the City of Portland and comprising a portion of the Oregon Shipbuilding Corporation facility at Portland. The legal description of these tracts (which are hereinafter referred to as the "Oreship" property), is attached to this letter and designated as Exhibit B.

2. In addition to conveying title to the Oreship property to the Government, the City will pay as additional consideration for the Wisco property the sum of $213,000.00. Of this sum a cash deposit of $10,000 is to be paid on the date this letter is signed by the City with the balance of $203,000 to be paid in cash on the date deeds covering the Wisco and Oreship properties are delivered (said delivery date is hereinafter referred to as the closing date).

3. As to the Oreship property:

a. The City will, at its expense, furnish the government with such evidence of title in the form of a title certificate or title insurance policy as may be required by the Attorney General of the United States. Acceptance of transfer of title to the Oreship property is subject to approval of sufficiency of title thereto by the Attorney General. Sale of the Wisco property on the terms set out herein is contingent upon such approval.

b. Title is to be conveyed by the City to the Government by quitclaim deed.

c. As of the closing date all taxes, assessments or other charges against the property will be prorated; the City to pay on a pro-rata basis all such charges accruing prior to such date and the Government to pay on a pro-rata basis those accruing subsequent thereto.

d. Transfer of title to be subject to existing leases and as of the closing date the City will adjust with the Government any rentals covering occupancy for periods subsequent thereto.

e. The City to fully release both Oregon Shipbuilding Corporation, the present lessee, and the Government as to any and all possible claims for restoration which might be based upon outstanding leases or otherwise.

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4. As to the Wisco property:

a. The Government will convey to the City the real property comprising Plancors 50 and 772 (including the buildings as presently situated thereon), together with two Gantry cranes presently located on the Finger Piers on Plancor No. 772, and the Gantry crane located on the Kit-out Dock presently leased to the Willamette Iron & Steel Company.

b. The requirements of War Assets Regulation No. 5, including all amendments thereto, to be complied with, except that restrictions as to resale imposed thereby are waived.

c. Title to be conveyed to the City by quitclaim deed, without warranty express or implied.

d. Purchaser to obtain at its own expense and affix to the quitclaim deed such Federal Documentary Revenue Stamps as required and will pay the recording fees thereon.

e. The Sale to be subject to existing leases and as of the closing date the Government will adjust with the City all rentals collected from tenants covering occupancy for periods subsequent to the closing date.

f. All taxes, assessments or other governmental charges, if any, are to be pro-rated as of the closing date.

g. The deed to contain the restrictions set out in Executive Order No. 9908 dated December 5, 1947, relative to reservation of fissionable materials.

h. It is mutually understood that certain facilities (including Buildings DP2 and DP7) are located partly on Plancor 50 and partly on land owned by the Willamette Iron and Steel Corporation. The City will, if requested by Willamette Iron and Steel Corporation within six months from the closing date, negotiate in good faith with that Corporation for the resale of such facilities and the area in Plancor 50 underlying them. In such negotiations the City agrees that it will not establish a price on such property in excess of the appraised fair value thereof as established by War Assets. It is further mutually understood that certain of the facilities included with Plancors 50 and 772 may be situated entirely on land owned by Willamette Iron and Steel Corporation and that as to such facilities the City will, after making necessary arrangements with Willamette Iron and Steel, accomplish the removal thereof (if desired) at the City's expense.

i. The City has inspected the property and agrees to accept the same in its present condition without any guaranty or warranty on the part of the Government as to condition, quantity, quality or location of improvements with respect to boundaries.

j. The City will deliver to War Assets two certified copies of the resolution of its governing body authorizing the purchase of the property on the terms and conditions set out herein.

The parties hereto will take possession of the respective properties on the closing date.

This letter shall be construed to be a formal letter of intent and upon mutual acceptance hereof, together with payment of the $10,000 deposit shall constitute a Sales Agreement on the terms contained herein.

Upon signature acceptance of this letter and execution of the Certificate attached, in original and duplicate, it is requested that the duplicate be returned to this Administration together with the $10,000 deposit and two certified copies of the Resolution requested under paragraph j above.

Very truly yours,

[illegible], Regional Director

Accepted and terms and conditions agreed to this 22nd day of August, 1949.

CITY OF PORTLAND, OREGON
By and through its
Commission of Public Docks
By [illegible]
Chairman

Attest:

[illegible]
Secretary

[illegible]

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File: Oregon Ship. Corp.

C
O
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Y

DOCUMENT NO. 4
ACTION TO: Int.

Chief
A.Chief
3 Mgmt
Appraisal
2 Indust.
Nonind.
1 Legal
R.Recon.
Stat.Ctr.

File

POLE CONTACT AGREEMENT

between

UNITED STATES OF AMERICA

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and

OREGON SHIPBUILDING CORPORATION

THIS AGREEMENT made and entered into this 20th day of [illegible], 1944, as of the 1st day of January, 1943, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of the Bonneville Power Administration, hereinafter called the "Government," and OREGON SHIPBUILDING CORPORATION, hereinafter called the "Company," a corporation organized and existing under the laws of the State of Delaware,

W I T N E S S E T H :

WHEREAS the Government is furnishing electric energy to the Company and in fulfillment of its contract for the furnishing of said electric energy has installed a number of wooden poles on the premises of the Company for the purpose of supporting its electric power conductors thereon, and

WHEREAS said poles are in many instances placedin such a position that they can be utilized by the Company for the attachment of its facilities in furtherance and expedition of its work of building ships without interfering with the use of said poles by the Government, and

WHEREAS some of said facilities of the Company are of a permanent nature and will be utilized by the Company so long as the power contract between the Government and the Company is in force, and others are temporary in their nature and subject to change, and the total number of contacts and attachments will vary from time to time, and

WHEREAS the Company is desirous of using said poles for the purpose of carrying its own electric energy conductors and attaching other facilities of various types and kinds;

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NOW, THEREFORE, it is mutually agreed and understood by and between the parties as follows:

1. Upon compliance with the terms and conditions hereinafter set forth, the Company shall be permitted to attach its facilities to the poles of the Government located on the premises of the Company in a number not to exceed one hundred (100) individual contacts in the aggregate at any one time.

2. For the purposes of this agreement, the term "contact" shall mean each crossarm, transformer, or other attachment to a pole of the Government for the support of the Oregon Shipbuilding Corporation distribution facilities. Where the vertical distance separating the arms is one foot or less, a double arm or a line arm and buck arm shall be considered to be one contact. One or more transformers arranged horizontally on a crossarm shall be considered as included with that crossarm.

3. This agreement shall be effective as of January 1, 1943 and it is understood by and between the parties hereto that the contacts attaching the facilities of the Company to the poles of the Government existing on that date have been inspected by the Government and their location, method of attachment and construction as they existed on that date are approved.

4. No new major facilities shall be attached or other major attachments of existing facilities shall be made by the Company until the Company has advised the Government in writing of the description and location of the proposed facilities or attachments and the same shall have been approved in writing by the Government and the Company shall promptly advise the Government of all facilities detached or all attachments and contacts discontinued and removed by the Company from the poles of the Government.

5. The Company shall construct, operate and maintain its electric power distribution conductors, transformers, floodlights, underground connections and all other facilities, attachments and contacts on the

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poles of the Government in accordance with applicable state laws and the specifications, rules and regulations set forth in the latest edition of and supplements to the National Electrical Safety Code, promulgated by the United States Bureau of Standards. In the event that any such facilities, attachments or contacts are not so constructed, operated and maintained, the Government may advise the Company in writing of such breach of this agreement, and if the same shall not have been corrected within thirty days after receipt of such written notice thereof, the Government shall have the right summarily without further notice to remove such offending facilities, attachments or contacts.

6. It is understood that among the facilities maintained by the Company and attached to the poles of the Government are those supporting an 11 KV electric power circuit. Said circuit shall be constructed, operated and maintained so that vertical clearance below the lower Government circuit shall not be at any time less than six feet and the clearance between said 11 KV circuit and the present lighting circuit along the poles carrying said 11 KV circuit shall not be less than four feet, and in the case of other circuits erected on the poles of the Government, clearance shall be maintained as directed by the Government.

7. The pole pin conductors of all circuits erected by the Company shall be so placed as to allow a horizontal climbing space of at least thirty-six (36) inches past any conductors, crossarms, or other parts.

8. All angles and dead-end of conductors installed shall be adequately guyed where necessary to prevent undue strain on the poles, and no attachments or contacts of any description shall be made on any of said poles in such a manner as to place an undue strain on any of said poles.

9. Unless terminated for cause or by mutual agreement of the parties, this Agreement shall remain in force and effect so long as the power contract between the Government and the Company shall be in force.

10. The Company will pay to the Government for the use of said poles for such attachments and contacts the sum of Fifty and no/100 ($50.00) Dollars for the period ending December 31, 1943 and shall

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thereafter on or before the 20th day of January of each year during the life of this contract pay the Government the sum of Fifty and no/100 ($50.00) Dollars annual rental in advance, and in the event of the termination of this agreement during any calendar year the Government will refund to the Company the pro rata portion of the rental paid hereunder for the remainder of such year.

11. The Company shall be solely responsible for the maintenance and operation of its own facilities, contacts and attachments, and shall be responsible to the Government for any damages or injury caused to the Government's facilities by the Company's facilities or operations and shall save the Government harmless from any suits or claims of third parties for damages or injury occasioned thereby. Should the Company fail to maintain its facilities in a first-class condition, the Government, after giving 60 days' notice in writing to the Company of such failure to maintain, may make such repairs as may be necessary in its judgment.

12. No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this the day and year first hereinabove written.

UNITED STATES OF AMERICA

By /s/ U. J. Gendron
Assistant Administrator
Bonneville Power Administration

OREGON SHIPBUILDING COMPANY

By /s/ Edgar F. Kaiser
Vice President

Attest: Illegible
Asst. Secretary

Approved as to Legality and Form:

/s/ Gilbert Sussman
Assistant General Counsel

Approved
U. S. Maritime Commission
June 27, 1944
By /s/ J. D. Shirley
Resident Plant Engineer

SCHN00316773

C
O
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HART, SPENCER, McCULLOCH AND ROCKWOOD

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E. S. C. DIVISION

Law Offices

1410 Yeon Building

April 23, 1941
Room 2515
195 Broadway
New York, N.Y.

UNITED STATES MARITIME COMMISSION
Washington, D.C.

Attention: Mr. Harry M. Hope

Gentlemen:

Mr. Edgar F. Kaiser, of Oregon Shipbuilding Corporation, has asked me to describe to you the transaction under which Oregon Shipbuilding Corporation agreed to pay $70,000 to Northwest Oil Company and Northwest Terminal Company as an incident to the acquisition of land which is a part of the shipyard site at Portland.

When I began to negotiate with officers of the Northwest Oil Company, Mr. Kaiser was on his way East to New York and Washington.

In my first discussion with Oil Company officers, they had an estimate which they prepared of the cost to which they would be put to move their facilities from the land which the Shipbuilding Corporation wished to acquire to a new site. The total cost as thus estimated by them was approximately $60,000. In addition, they asserted that they would sustain some damage because of interference with their business during the process of moving. After much discussion, I agreed to submit to Mr. Kaiser for approval a proposal that the Shipbuilding Corporation should pay $65,000. As I made that offer, it was my understanding that $65,000 would be in full for any damages which they might sustain by the move, including cost of removal of physical facilities and any unmeasurable damages which they might sustain by reason of interference with their business while they were moving. I thought they had agreed to accept $65,000 on that basis, and I so advised Mr. Kaiser - who by that time was in Washington - by telephone, and obtained his approval.

That evening, I met further with officers of the Oil Company to dictate a formal option for the purchase of their land, and I discovered that they expected to receive $65,000 to cover only their cost of moving, and also some amount to cover the unmeasurable items of expense incident to interference with their business during the process of moving.

I had no authority to offer any amount in excess of $65,000, and the matter rested until Mr. Kaiser returned to Portland. Upon Mr. Kaiser's return a few days later, he and I had extensive additional negotiations with officers of the

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Oil Company, and Mr. Kaiser finally offered to raise the amount to be paid to $70,000 with the understanding then that that amount would cover damages of every nature which might be incurred by the Oil Company as a result of moving. That was accepted by the Oil Company and the deal was closed on that basis.

Yours very truly,

(s)Fletcher Rockwood

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