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Form **990-PF**

Return of Private Foundation or Section 4947(a)(1) Nonexempt Charitable Trust Treated as a Private Foundation

OMB No. 1545-0052

2009Department of the Treasury
Internal Revenue Service

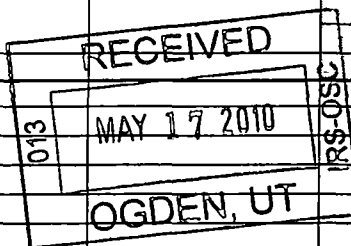
Note: The foundation may be able to use a copy of this return to satisfy state reporting requirements

For calendar year 2009, or tax year beginning , 2009, and ending

G Check all that apply: ☐ Initial return ☐ Initial Return of a former public charity ☐ Final return
☐ Amended return ☐ Address change ☐ Name change

Use the IRS label. Otherwise, print or type. See Specific Instructions.	Name of foundation THE MAY ELLIS PARK TRUST		A Employer identification number 33-6376603
	Number and street (or P.O. box number if mail is not delivered to street address) Room/suite PO BOX 1225		B Telephone number (see the instructions) (573) 875-8600
	City or town COLUMBIA	State ZIP code MO 65205	C If exemption application is pending, check here <input type="checkbox"/>
	H Check type of organization: <input checked="" type="checkbox"/> Section 501(c)(3) exempt private foundation <input type="checkbox"/> Section 4947(a)(1) nonexempt charitable trust <input type="checkbox"/> Other taxable private foundation		D 1 Foreign organizations, check here <input type="checkbox"/> 2 Foreign organizations meeting the 85% test, check here and attach computation <input type="checkbox"/>
I Fair market value of all assets at end of year (from Part II, column (c), line 16) \$ 58,729.		J Accounting method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) _____	E If private foundation status was terminated under section 507(b)(1)(A), check here <input type="checkbox"/> F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here <input type="checkbox"/>

Part I Analysis of Revenue and Expenses (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a) (see the instructions).)		(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
REVENUE	1 Contributions, gifts, grants, etc. received (att sch)				
	2 Cl <input checked="" type="checkbox"/> if the foundn is not req to att Sch B				
	3 Interest on savings and temporary cash investments				
	4 Dividends and interest from securities				
	5a Gross rents				
	b Net rental income or (loss)				
	6a Net gain/(loss) from sale of assets not on line 10				
	b Gross sales price for all assets on line 6a				
	7 Capital gain net income (from Part IV, line 2)				
	8 Net short-term capital gain				
	9 Income modifications				
	10a Gross sales less returns and allowances				
b Less Cost of goods sold					
c Gross profit/(loss) (att sch)					
11 Other income (attach schedule)					
12 Total. Add lines 1 through 11					
ADMINISTRATIVE EXPENSES	13 Compensation of officers, directors, trustees, etc				
	14 Other employee salaries and wages				
	15 Pension plans, employee benefits				
	16a Legal fees (attach schedule)				
	b Accounting fees (attach sch)				
	c Other prof fees (attach sch)				
	17 Interest				
	18 Taxes (attach schedule)(see instr)				
	19 Depreciation (attach sch) and depletion				
	20 Occupancy				
	21 Travel, conferences, and meetings				
	22 Printing and publications				
	23 Other expenses (attach schedule) See Line 23 Stmt	147.			147.
	24 Total operating and administrative expenses. Add lines 13 through 23	147.			147.
	25 Contributions, gifts, grants paid	2,350.			2,350.
26 Total expenses and disbursements. Add lines 24 and 25	2,497.			2,497.	
27 Subtract line 26 from line 12:					
a Excess of revenue over expenses and disbursements	-2,497.				
b Net investment income (if negative, enter -0-)					
c Adjusted net income (if negative, enter -0-)					

 SCANNED MAY 19 2010
 ADMINISTRATIVE OPERATIONS
 AND


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Part II Balance Sheets

Attached schedules and amounts in the description column should be for end-of-year amounts only (See instructions)

Beginning of year

End of year

(a) Book Value

(b) Book Value

(c) Fair Market Value

ASSETS

1	Cash — non-interest-bearing ..	49,945.	7,448.	7,448.
2	Savings and temporary cash investments ..			
3	Accounts receivable ..			
	Less: allowance for doubtful accounts ..			
4	Pledges receivable ..			
	Less: allowance for doubtful accounts ..			
5	Grants receivable ..			
6	Receivables due from officers, directors, trustees, and other disqualified persons (attach schedule) (see the instructions) ..			
7	Other notes and loans receivable (attach sch) ..			
	Less: allowance for doubtful accounts ..			
8	Inventories for sale or use ..			
9	Prepaid expenses and deferred charges ..			
10a	Investments — U.S. and state government obligations (attach schedule) ..			
	b Investments — corporate stock (attach schedule) ..			
	c Investments — corporate bonds (attach schedule) ..			
11	Investments — land, buildings, and equipment: basis ..			
	Less: accumulated depreciation (attach schedule) ..			
12	Investments — mortgage loans ..			
13	Investments — other (attach schedule) ..			
14	Land, buildings, and equipment: basis ..			
	Less: accumulated depreciation (attach schedule) ..			
15	Other assets (describe L-15 Stmt ..)	0.	40,000.	51,281.
16	Total assets (to be completed by all filers — see instructions. Also, see page 1, item I)	49,945.	47,448.	58,729.

LIABILITIES

17	Accounts payable and accrued expenses ..			
18	Grants payable ..			
19	Deferred revenue ..			
20	Loans from officers, directors, trustees, & other disqualified persons ..			
21	Mortgages and other notes payable (attach schedule) ..			
22	Other liabilities (describe ..)			
23	Total liabilities (add lines 17 through 22) ..			

NET ASSETS OR FUND BALANCES

	Foundations that follow SFAS 117, check here and complete lines 24 through 26 and lines 30 and 31. <input checked="" type="checkbox"/>			
24	Unrestricted ..	49,945.	47,448.	
25	Temporarily restricted ..			
26	Permanently restricted ..			
	Foundations that do not follow SFAS 117, check here and complete lines 27 through 31. <input type="checkbox"/>			
27	Capital stock, trust principal, or current funds ..			
28	Paid-in or capital surplus, or land, building, and equipment fund ..			
29	Retained earnings, accumulated income, endowment, or other funds ..			
30	Total net assets or fund balances (see the instructions) ..	49,945.	47,448.	
31	Total liabilities and net assets/fund balances (see the instructions) ..	49,945.	47,448.	

Part III Analysis of Changes in Net Assets or Fund Balances

1	Total net assets or fund balances at beginning of year — Part II, column (a), line 30 (must agree with end-of-year figure reported on prior year's return)	1	49,945.
2	Enter amount from Part I, line 27a ..	2	-2,497.
3	Other increases not included in line 2 (itemize) ..	3	
4	Add lines 1, 2, and 3 ..	4	47,448.
5	Decreases not included in line 2 (itemize) ..	5	
6	Total net assets or fund balances at end of year (line 4 minus line 5) — Part II, column (b), line 30	6	47,448.

Part IV Capital Gains and Losses for Tax on Investment Income

(a) List and describe the kind(s) of property sold (e.g., real estate, 2-story brick warehouse; or common stock, 200 shares MLC Company)		(b) How acquired P — Purchase D — Donation	(c) Date acquired (month, day, year)	(d) Date sold (month, day, year)
1 a				
b				
c				
d				
e				

(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) (e) plus (f) minus (g)
a			
b			
c			
d			
e			

Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69			(l) Gains (Column (h) gain minus column (k), but not less than -0-) or Losses (from column (h))
(i) Fair Market Value as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of column (i) over column (j), if any	
a			
b			
c			
d			
e			

2 Capital gain net income or (net capital loss).

— [If gain, also enter in Part I, line 7
If (loss), enter -0- in Part I, line 7] —

2

3 Net short-term capital gain or (loss) as defined in sections 1222(5) and (6).

If gain, also enter in Part I, line 8, column (c) (see the instructions). If (loss), enter -0-
in Part I, line 8

3

Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income

(For optional use by domestic private foundations subject to the section 4940(a) tax on net investment income.)

If section 4940(d)(2) applies, leave this part blank.

Was the foundation liable for the section 4942 tax on the distributable amount of any year in the base period?

☐ Yes☐ No

If 'Yes,' the foundation does not qualify under section 4940(e). Do not complete this part.

1 Enter the appropriate amount in each column for each year; see the instructions before making any entries

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (column (b) divided by column (c))
2008			
2007			
2006			
2005			
2004			

2 Total of line 1, column (d)

2

3 Average distribution ratio for the 5-year base period — divide the total on line 2 by 5, or by the number of years the foundation has been in existence if less than 5 years

3

4 Enter the net value of noncharitable-use assets for 2009 from Part X, line 5

4

5 Multiply line 4 by line 3

5

6 Enter 1% of net investment income (1% of Part I, line 27b)

6

7 Add lines 5 and 6

7

8 Enter qualifying distributions from Part XII, line 4

8

If line 8 is equal to or greater than line 7, check the box in Part VI, line 1b, and complete that part using a 1% tax rate. See the Part VI instructions.

Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948 — see the instructions)

1 a Exempt operating foundations described in section 4940(d)(2), check here <input type="checkbox"/> and enter 'N/A' on line 1. Date of ruling or determination letter: _____ (attach copy of letter if necessary - see instr.)		1	
b Domestic foundations that meet the section 4940(e) requirements in Part V, check here <input type="checkbox"/> and enter 1% of Part I, line 27b			
c All other domestic foundations enter 2% of line 27b. Exempt foreign organizations enter 4% of Part I, line 12, column (b)			
2 Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)		2	
3 Add lines 1 and 2		3	0.
4 Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)		4	
5 Tax based on investment income. Subtract line 4 from line 3. If zero or less, enter -0-		5	0.
6 Credits/Payments:			
a 2009 estimated tax prmts and 2008 overpayment credited to 2009	6a		
b Exempt foreign organizations — tax withheld at source	6b		
c Tax paid with application for extension of time to file (Form 8868)	6c		
d Backup withholding erroneously withheld	6d		
7 Total credits and payments. Add lines 6a through 6d	7		
8 Enter any penalty for underpayment of estimated tax. Check here <input type="checkbox"/> if Form 2220 is attached	8		
9 Tax due. If the total of lines 5 and 8 is more than line 7, enter amount owed	9		0.
10 Overpayment. If line 7 is more than the total of lines 5 and 8, enter the amount overpaid	10		0.
11 Enter the amount of line 10 to be: Credited to 2010 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>	11		

Part VII-A Statements Regarding Activities

	Yes	No
1 a During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?		X
b Did it spend more than \$100 during the year (either directly or indirectly) for political purposes (see the instructions for definition)?		X
If the answer is 'Yes' to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities.		
c Did the foundation file Form 1120-POL for this year?		X
d Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: (1) On the foundation <input type="checkbox"/> \$ _____ (2) On foundation managers <input type="checkbox"/> \$ _____		
e Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers <input type="checkbox"/> \$ _____		
2 Has the foundation engaged in any activities that have not previously been reported to the IRS? If 'Yes,' attach a detailed description of the activities.		X
3 Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? If 'Yes,' attach a conformed copy of the changes	X	
4 a Did the foundation have unrelated business gross income of \$1,000 or more during the year?		X
b If 'Yes,' has it filed a tax return on Form 990-T for this year?		
5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? If 'Yes,' attach the statement required by General Instruction T.		X
6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?	X	
7 Did the foundation have at least \$5,000 in assets at any time during the year? If 'Yes,' complete Part II, column (c), and Part XV	X	
8 a Enter the states to which the foundation reports or with which it is registered (see the instructions) MO - Missouri		
b If the answer is 'Yes' to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by General Instruction G? If 'No,' attach explanation	X	
9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2009 or the taxable year beginning in 2009 (see instructions for Part XIV)? If 'Yes,' complete Part XIV		X
10 Did any persons become substantial contributors during the tax year? If 'Yes,' attach a schedule listing their names and addresses		X

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Part VII-A Statements Regarding Activities Continued

11	At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If 'Yes', attach schedule (see instructions)	11		X
12	Did the foundation acquire a direct or indirect interest in any applicable insurance contract before August 17, 2008?	12		X
13	Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address <u>N/A</u>	13	X	
14	The books are in care of <u>DAN HAGAN</u> Telephone no <u>(573) 474-4815</u> Located at <u>PO BOX 1225</u> <u>COLUMBIA</u> <u>MO</u> ZIP + 4 <u>65205-1225</u>			
15	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the year <u>15</u>			

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the 'Yes' column, unless an exception applies.

	Yes	No
1a During the year did the foundation (either directly or indirectly)		
(1) Engage in the sale or exchange, or leasing of property with a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(3) Furnish goods, services, or facilities to (or accept them from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(6) Agree to pay money or property to a government official? (Exception. Check 'No' if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If any answer is 'Yes' to 1a(1)-(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance (see the instructions)? Organizations relying on a current notice regarding disaster assistance check here <input type="checkbox"/>	1b	
c Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2009?	1c	X
2 Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5))		
a At the end of tax year 2009, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2009? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes,' list the years <u>20__</u> , <u>20__</u> , <u>20__</u> , <u>20__</u>		
b Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer 'No' and attach statement - see the instructions)	2b	
c If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here <u>20__</u> , <u>20__</u> , <u>20__</u> , <u>20__</u>		
3a Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If 'Yes,' did it have excess business holdings in 2009 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969; (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest, or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Schedule C, Form 4720, to determine if the foundation had excess business holdings in 2009)	3b	
4a Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a	X
b Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2009?	4b	X

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Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)**5a** During the year did the foundation pay or incur any amount to:

- (1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))? ☐ Yes ☒ No
- (2) Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive? ☐ Yes ☒ No
- (3) Provide a grant to an individual for travel, study, or other similar purposes? ☐ Yes ☒ No
- (4) Provide a grant to an organization other than a charitable, etc., organization described in section 509(a)(1), (2), or (3), or section 4940(d)(2)? (see instructions) ☐ Yes ☒ No
- (5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals? ☐ Yes ☒ No

b If any answer is 'Yes' to 5a(1)-(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance (see instructions)?Organizations relying on a current notice regarding disaster assistance check here ☐**5b****c** If the answer is 'Yes' to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant? ☐ Yes ☐ No

If 'Yes,' attach the statement required by Regulations section 53.4945-5(d).

6a Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ☐ Yes ☒ No**b** Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ☐ Yes ☒ No

If 'Yes' to 6b, file Form 8870.

6b

X

7a At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction? ☐ Yes ☒ No**b** If yes, did the foundation receive any proceeds or have any net income attributable to the transaction?**7b****Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors****1** List all officers, directors, trustees, foundation managers and their compensation (see instructions).

(a) Name and address	(b) Title and average hours per week devoted to position	(c) Compensation (if not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
DAN HAGAN PO BOX 1225 COLUMBIA MO 65203	TRUSTEE 1.00	0.	0.	0.

2 Compensation of five highest-paid employees (other than those included on line 1— see instructions). If none, enter 'NONE.'

(a) Name and address of each employee paid more than \$50,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NONE				
0				
0				
0				
0				

Total number of other employees paid over \$50,000

None

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors (continued)**3** Five highest-paid independent contractors for professional services – (see instructions). If none, enter 'NONE.'

(a) Name and address of each person paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		

Total number of others receiving over \$50,000 for professional services None

Part IX-A Summary of Direct Charitable Activities

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc.

	Expenses
1	
2	
3	
4	

Part IX-B Summary of Program-Related Investments (see instructions)

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2.	Amount
1	
2	
All other program-related investments. See instructions.	
3	
Total. Add lines 1 through 3	

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Part X Minimum Investment Return (All domestic foundations must complete this part. Foreign foundations, see instructions.)

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:	
a	Average monthly fair market value of securities	1a
b	Average of monthly cash balances	1b
c	Fair market value of all other assets (see instructions)	1c
d	Total (add lines 1a, b, and c)	1d
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	1e
2	Acquisition indebtedness applicable to line 1 assets	2
3	Subtract line 2 from line 1d	3 0.
4	Cash deemed held for charitable activities. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4 0.
5	Net value of noncharitable-use assets. Subtract line 4 from line 3. Enter here and on Part V, line 4	5 0.
6	Minimum investment return. Enter 5% of line 5	6 0.

Part XI Distributable Amount (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations check here ☐ and do not complete this part.)

1	Minimum investment return from Part X, line 6	1	0.
2a	Tax on investment income for 2009 from Part VI, line 5	2a	0.
b	Income tax for 2009. (This does not include the tax from Part VI.)	2b	
c	Add lines 2a and 2b	2c	0.
3	Distributable amount before adjustments. Subtract line 2c from line 1.	3	0.
4	Recoveries of amounts treated as qualifying distributions	4	
5	Add lines 3 and 4	5	0.
6	Deduction from distributable amount (see instructions)	6	
7	Distributable amount as adjusted. Subtract line 6 from line 5. Enter here and on Part XIII, line 1	7	0.

Part XII Qualifying Distributions (see instructions)

1	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:	
a	Expenses, contributions, gifts, etc. — total from Part I, column (d), line 26	1a 2,497.
b	Program-related investments — total from Part IX-B	1b
2	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes	2
3	Amounts set aside for specific charitable projects that satisfy the:	
a	Suitability test (prior IRS approval required)	3a
b	Cash distribution test (attach the required schedule)	3b
4	Qualifying distributions. Add lines 1a through 3b. Enter here and on Part V, line 8, and Part XIII, line 4	4 2,497.
5	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b (see instructions)	5 0.
6	Adjusted qualifying distributions. Subtract line 5 from line 4	6 2,497.

Note: The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years.

Part XIII Undistributed Income (see instructions)

	(a) Corpus	(b) Years prior to 2008	(c) 2008	(d) 2009
1 Distributable amount for 2009 from Part XI, line 7				0.
2 Undistributed income, if any, as of the end of 2009:				
a Enter amount for 2008 only				
b Total for prior years: 20__, 20__, 20__				
3 Excess distributions carryover, if any, to 2009:				
a From 2004				
b From 2005				
c From 2006				
d From 2007				
e From 2008				
f Total of lines 3a through e				
4 Qualifying distributions for 2009 from Part XII, line 4 ▶ \$ 2,497.				
a Applied to 2008, but not more than line 2a				
b Applied to undistributed income of prior years (Election required – see instructions)				
c Treated as distributions out of corpus (Election required – see instructions)				
d Applied to 2009 distributable amount				
e Remaining amount distributed out of corpus	2,497.			
5 Excess distributions carryover applied to 2009 (If an amount appears in column (d), the same amount must be shown in column (a).)				
6 Enter the net total of each column as indicated below:				
a Corpus. Add lines 3f, 4c, and 4e. Subtract line 5	2,497.			
b Prior years' undistributed income. Subtract line 4b from line 2b		0.		
c Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed				
d Subtract line 6c from line 6b. Taxable amount – see instructions		0.		
e Undistributed income for 2008. Subtract line 4a from line 2a. Taxable amount – see instructions			0.	
f Undistributed income for 2009. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2010				0.
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (see instructions)				
8 Excess distributions carryover from 2004 not applied on line 5 or line 7 (see instructions)	0.			
9 Excess distributions carryover to 2010. Subtract lines 7 and 8 from line 6a	2,497.			
10 Analysis of line 9:				
a Excess from 2005	0.			
b Excess from 2006	0.			
c Excess from 2007	0.			
d Excess from 2008	0.			
e Excess from 2009	2,497.			

Part XIV Private Operating Foundations (see instructions and Part VII-A, question 9)

N/A

1 a If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2009, enter the date of the ruling

b Check box to indicate whether the foundation is a private operating foundation described in section ☐ 4942(j)(3) or ☐ 4942(j)(5)

2 a Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part X for each year listed

Tax year	Prior 3 years			(e) Total
(a) 2009	(b) 2008	(c) 2007	(d) 2006	
b 85% of line 2a				
c Qualifying distributions from Part XII, line 4 for each year listed				
d Amounts included in line 2c not used directly for active conduct of exempt activities				
e Qualifying distributions made directly for active conduct of exempt activities. Subtract line 2d from line 2c				
3 Complete 3a, b, or c for the alternative test relied upon:				
a 'Assets' alternative test — enter:				
(1) Value of all assets				
(2) Value of assets qualifying under section 4942(j)(3)(B)(i)				
b 'Endowment' alternative test — enter 2/3 of minimum investment return shown in Part X, line 6 for each year listed				
c 'Support' alternative test — enter:				
(1) Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties)				
(2) Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(iii)				
(3) Largest amount of support from an exempt organization				
(4) Gross investment income				

Part XV Supplementary Information (Complete this part only if the organization had \$5,000 or more in assets at any time during the year — see instructions.)**1 Information Regarding Foundation Managers:**

a List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than \$5,000). (See section 507(d)(2).)

b List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest.

2 Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc., Programs:

Check here ☐ if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc. (see instructions) to individuals or organizations under other conditions, complete items 2a, b, c, and d.

a The name, address, and telephone number of the person to whom applications should be addressed:

b The form in which applications should be submitted and information and materials they should include:

c Any submission deadlines.

d Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors:

Part XV Supplementary Information (continued)**3 Grants and Contributions Paid During the Year or Approved for Future Payment**

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a Paid during the year				
EVANS VALLEY FIRE DIST #6 8677 E EVANS CREEK RD ROGUE RIVER OR 97537		N/A	EXEMPT FUNCTION	1,150.
ROGUE RVR FRNDS OF LIB PO BOX 1075 ROGUE RIVER OR 97537		N/A	EXEMPT FUNCTION	200.
WOODVILLE MUSEUM INC PO BOX 128 ROGUE RIVER OR 97537		N/A	EXEMPT FUNCTION	500.
MAY ELLIS PARK ASSOC 8975 E EVANS CREEK RD ROGUE RIVER OR 97537		PF	EXEMPT FUNCTION	500.
Total				2,350.
b Approved for future payment				
Total				

Additional Information

PAGE 1, PART I, LINE 24

THE TRUST RECEIVES ADMINISTRATIVE SUPPORT FROM THE GRANTOR, DAN
HAGAN, WITHOUT CHARGE. THE VALUE OF THESE SERVICES IS NOT
RECORDED AS REVENUE OR EXPENSE BY THE TRUST.

Additional Information

PAGE 2, PART II, LINE 15

THE MAY ELLIS PARK TRUST ASSETS ARE MANAGED BY THE HAGAN TRUST
PURSUANT TO AN INVESTMENT MANAGEMENT AGREEMENT BETWEEN THE HAGAN
TRUST AND THE MAY ELLIS PARK TRUST. THE MARKET VALUE OF THE MAY
ELLIS PARK TRUST ASSETS MANAGED BY THE HAGAN TRUST AS OF DECEMBER
31, 2009 WAS \$51,281. THE HAGAN TRUST DID NOT CHARGE AN INVESTMENT
MANAGEMENT FEE IN 2009.

Form 990-PF, Page 1, Part I, Line 23

Line 23 Stmt

Other expenses:	Rev/Exp Book	Net Inv Inc	Adj Net Inc	Charity Disb
POSTAGE & MAILING	100.			100.
SUPPLIES	47.			47.
Total	<u>147.</u>			<u>147.</u>

Form 990-PF, Page 2, Part II, Line 15

Other Assets Stmt

Line 15 - Other Assets:	Beginning Year Book Value	End of Year	
		Book Value	Fair Market Value
ASSETS HELD/MANAGED BY THE HAGAN TRUST	0.	40,000.	51,281.
Total	<u>0.</u>	<u>40,000.</u>	<u>51,281.</u>

**ATTACHMENT TO
2009 U.S. FORM 990-PF, RETURN OF PRIVATE FOUNDATION
FOR
THE MAY ELLIS PARK TRUST
FOR THE TAX YEAR ENDING DECEMBER 31, 2009**

**The May Ellis Park Trust
EIN: 33-6376603**

Part VII-A, line 3:

MEPT50410dh

THE MAY ELLIS PARK TRUST

COPIES

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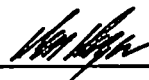
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The May Ellis Park Trust

(CHARITABLE TRUST)


Dan Hagan, of Columbia, Missouri (the "Grantor"), grandson of May Ellis and on behalf of the May Ellis Family ("Family"), hereby transfers to himself as Trustee, and his successors in trust (the "Trustee"), Fifty Thousand Dollars (\$50,000) plus any property which the Grantor elects to transfer to the Trustee from time to time hereafter. All such property shall be held by the Trustee, in trust, pursuant to the terms and conditions hereafter set forth. Said sum of Fifty Thousand Dollars (\$50,000) shall constitute the initial principal of this Trust which shall be known as "The May Ellis Park Trust" (hereinafter referred to as the "Trust"). Because this Trust has been organized and shall operate hereafter as a trust of the type described in Section 501(c)(3) of the Internal Revenue Code of 1986, it is referred to in this document alternatively as the "Trust" and as the "Foundation." This Trust agreement was executed and the Trust created on the 26th day of March, 2008 (the "Effective Date"), this restatement is dated May 4th, 2010.

ARTICLE I

PURPOSE OF TRUST AND INTENTIONS OF GRANTOR

This Trust agreement has been executed and created by the Grantor in order to fulfill the Purpose recited in this Article. All provisions of this Trust shall be construed in a manner which is consistent with the Purpose and Intentions of Grantor set forth in this Article.

A. **Purpose.** This Trust has been created: 1) to ensure that the May Ellis Park Property ("Park") is only used pursuant to the provisions of the Bargain and Sale Deed from Betty F. Hagan (now deceased), Jacky Totten and Janice Emde to Jackson County, Oregon dated September 8, 1989, Article II, Paragraph D; 2) to make charitable distributions pursuant to Article III, Paragraph A, subparagraph 2; and, 3) in the event the property is conveyed to the Grantors, heirs, and assigns, to hold the property in its "natural state" until such time the Trust can make arrangements for a not-for-profit entity to assume responsibility for the Park pursuant to the provisions of the Bargain and Sale Deed.



B. ***Intentions of Grantor.*** The Grantor intends and directs that this Trust be administered such that all charitable activities undertaken by the Trustee are consistent with the following:

1. The Grantor shall not be a beneficiary of this Trust, directly or indirectly.

2. No person who is within the third degree of consanguinity with the Grantor or a Family Representative, as hereinafter defined, shall be a beneficiary, directly or indirectly, of this Trust.

3. This Trust shall not compensate the Grantor, directly or indirectly, for any services rendered to this Trust except as permitted by The Hagan Trust. Nor shall the Grantor, while serving as Trustee of this Trust, receive any compensation for services rendered to this Trust.

4. This Trust shall be considered as a "Private Foundation" within the meaning of Section 509 of the Code, as amended, from time to time (26 U.S.C. Section 509). The Grantor believes that substantially all of the funding for the Trust's activities will come either from gifts made on account of and in the event of the Grantor's death, from gifts to this Trust by the Grantor during the Grantor's lifetime, or from gifts or transfers made to this Trust from other trusts created by the Grantor.

5. This Trust shall exist indefinitely and in perpetuity for so long as it has funding and can carry out its Purpose, unless terminated in accordance with paragraph H of Article IX.

6. This Trust shall qualify as an entity to which "charitable gifts" may be made within the meaning of Sections 170 and 2055 of the Code, i.e., the Grantor intends that this Trust be an "exempt organization" as described in Section 501(c)(3) of the Code, as a "foundation" described in Section 170(c)(2) of the Code, as a trust described in Section 2055(a)(3) of the Code, and as a trust described in Section 2522(a)(2) of the Code.

7. This Trust shall continue to qualify under the provisions of the Code for the favorable tax treatment recited above in paragraph 6 of this paragraph B, including any substitute or successor sections of the Code.

8. As hereafter stated in paragraph G of Article IX, this Trust shall be subject to amendment and restatement by the Grantor, at any time and from time to time, during the Grantor's remaining lifetime. However, no such amendment or restatement shall

have the effect of causing this Trust Agreement to violate paragraph A (Purpose) and subparagraphs 1 through 7 of paragraph B (Intentions of Grantor) of this Article.

ARTICLE II

MAY ELLIS PARK

A. **May Ellis.** Born February 18, 1894 / Died July 24, 1988 Age: 94


B. **Biography and Intent of May Ellis.** By Janice Emde.

May began life in Wellsville, MO born to Alice and Charley Adams. Their small farm supplied all the basic necessities of life. What the garden and row crops didn't supply the nearby woodland usually did. There they would find wild berries, nuts, and edible plants in abundance.

May was proud of her Native American heritage and passed on to her children an interest in and an appreciation for the beauty found in the natural world that surrounded us. While growing up her happiest hours were spent outside helping her father or curled up in or under a tree with a book.

In her adult life May had a number of civic projects in which she enjoyed participating, but the one closest to her heart was Beautification. Rogue River and the Wimer community had become her adopted home. She could not do enough to demonstrate her pride in her community. She particularly liked working with the young people in the area. Together they cleared places to plant borders of flowers for all to enjoy. She hoped to pass on her enthusiasm to care for and enhance the land we shared.

When May and Hugh Ellis first moved to their place in the Wimer area they were encircled by forest. As the community grew more populated the space open for public use became less and less. May could see that at some point in the future the community would need a place to relax and reconnect with the natural beauty of our surroundings. By donating this land for a community park she hoped to fulfill that need for years to come.
By Janice Emde, daughter of May Ellis.



C. **Giving Back.** By Steve Hagan.

There are many forms of wealth, financial, intellectual, and spiritual to name a few. It is the combination of these resources that determine a person's character and ultimately a person's self-respect.

One method of building character is Giving Back through community involvement. An example of building character through community involvement is my Grandmother. She was quite the 'character'. A strongly opinionated woman that worked tirelessly to beautify her community, her persistence (for never taking 'no' for an answer) was occasionally annoying to the local merchants, but her strength through character earned your respect, whether you liked her or not.

Her community involvement revolved around three community organizations. The first was the Rogue River VFW Ladies Auxiliary where she became chairwoman of the 'Voice of Democracy'. She was also a member of the Wimer Garden Club. But her primary achievement was the creation of School District #35 Beautification Committee in 1962. Her mission statement reflected the importance of family and community. This was "A program for and by the residents, comprised of both adults and youths working together, to beautify the area, help preserve our heritage from Mother Nature, to save pioneer sites, and to complete new projects each year which will enhance the environment."

Four of her opinions to give a glimmer of her character were quoted by Denise Stanley of the Mail Tribune in 1979. She believed "It's everybody's responsibility to beautify the community you live in." When asked what motivated her projects, she responded "It's just like looking at a home and how it's furnished." She also believed "Mother Nature contributes about everything we live on, not just beauty, but sustenance as well." But her main belief through example (the one that influenced me the most) was "If you want something and know your right, you just keep working until you get it."

Her persistence and strength of character left its mark on her community to this day. Two of her most visible contributions were: the commissioning of the carving of the Rooster in Rogue River, then eliciting donations to present it to the city through her Beautification Committee. Her other contribution was the donation of 6.9 acres for a much needed park in the Wimer community.



My Grandmother, May Ellis, though not a financially wealthy woman, achieved her 'immortality' through strength of character and community involvement.

May Ellis was 4' 10", and a Dead Shot with a 22 rifle.

By Steve Hagan, grandson of May Ellis

D. **Conveyance of Park Property.** Betty F. Hagan (now deceased), Jacky Totten, and Janice Emde, daughters of May Ellis, conveyed the May Ellis Memorial Park property ("May Ellis Park") to Jackson County, Oregon, by a Bargain and Sale Deed dated September 8, 1989. The property conveyance was expressly conditioned as follows:

"the property above-described shall be used in perpetuity for public open space, wildlife preserve, and recreational purposes, and not otherwise, and if Grantee or any successor in interest to Grantee causes or permits any part of the property to be used for any purpose other than the above-stated public purpose, the title shall revert to Grantors, heirs, and assigns."


According to Jacky Totten and Janice Emde, the two living Donors, May Ellis intended the term "recreational purposes" to mean recreational purposes that relate to use of the park in its natural state such as walking trails, beautification of the property, bird watching, and so forth.

E. **Legal Description of Park Property.** That legal description contained in the Bargain and Sale Deed of Conveyance, dated September 8, 1989, between Betty Ellis Hagan, Janice May Ellis Emde and Jacky Ellis Totten (as "Grantors") and Jackson County, Oregon, a political subdivision of the State of Oregon (as "Grantee"), which deed was recorded on September 19, 1989, in the Official Records of Jackson County, Oregon, in Book 89 at Page 21038, is attached hereto as Exhibit A-4 of New Schedule A.

ARTICLE III

TRUST MANAGEMENT

The Grantor, Dan Hagan, while serving as Trustee, shall manage this Trust in accordance with the terms contained herein, and shall additionally serve as the Betty F.



Hagan Family Representative. Jacky Totten and Janice Emde, the Two (2) surviving Donors, shall serve as their Family Representatives until their death or incompetency. Each Family Representative shall select a successor Family Representative, in the event they do not, then each Family shall select the successor Family Representative. In the event of the death or incompetency of the then acting Family Representative the newly appointed representative shall provide his or her name, address and phone number to the Trustee. Each Family Representative shall notify the Trustee of any change in the heirship of the Donor, by providing the Trustee with such persons name, date of birth (or date of death), mailing address, phone number and relationship to the Donor; so the Trustee can fulfill his or her obligation to this Trust; see New Schedule A.

A. ***Trustee Responsibilities.*** It shall be the responsibility of the Trustee:

1. To ensure that the Park Property is only used pursuant to the provisions of the Bargain and Sale Deed, Article II, Paragraph D; and,

2. To make charitable distributions pursuant to Article IV, paragraph B, to help fund park maintenance after an appropriate Park Plan and Park Maintenance Agreement encompassing the entirety of the park property have been approved and adopted by Jackson County and to make charitable distributions to exempt organizations in the Rogue River and Wimer communities.

B. ***Charitable Distributions.***

All charitable distributions of this Trust shall be at the discretion of the Trustee, after consultation with Family Representatives.

ARTICLE IV

DISBURSEMENTS AND RECORDS

A. ***Budget.*** After the Grantor's death or incompetency, the Trustee of The Hagan Trust shall determine, by February 15 of each year, the amount of distributable funds that will be available for this Trust for the current year, taking into account paragraph B of this Article IV, and shall provide such information to the Trustee of this Trust.



B. ***Charitable Expenditure Limitation.*** After the Grantor's death or incompetency, the Trust's annual expenditures for charitable purposes (including operating and administrative expenses) shall be limited to Five Percent (5%) of the Trust's "non-charitable use assets"; non-charitable use assets being defined as those assets which would be required to be taken into account in determining the Trust's minimum investment return under Section 4942(e) of the Code and Treasury Regulations Section 53.4942(e)-2(c)(2), including any substitute or successor sections; however, and notwithstanding the forgoing, the Trustee shall nevertheless expend from the income and principal of this Trust such funds as are necessary to prevent the Trust from becoming liable for additional Federal Income Taxes under Section 4942 of the Code. The avoidance of taxation under said Section 4942 shall take precedence over the expenditure limitation of this paragraph.

To the extent that liability for additional tax under said Section 4942 can be avoided, to minimize distribution volatility due to unusual gains or losses in the investment portfolio and to smooth out annual expenditures, adjustments shall be made periodically to the above targeted spending levels to reduce accumulated shortfalls or overages in distributions of prior years. The Trust's distribution policy shall be based on the rolling average of the Trust's assets for the prior Three (3) calendar years ending December 31, or the average of all prior calendar years ending December 31 if less than Three (3) years.

C. ***Operating and Administrative Expenses.*** After the Grantor's death or incompetency, the total annual expenditures of this Trust for operating and administrative expenses for charitable and non-charitable purposes shall be limited to Fifteen Percent (15%) of each year's annual budget exclusive of extraordinary one-time expenses and payment of taxes. All such expenditures shall be minimized to the extent reasonably possible.

D. ***Distribution of Gifts.*** In the event this Trust is named as the recipient of gifts or transfers from the Grantor, or from gifts or transfers made to this Trust from other trusts created by the Grantor, all such funds shall be considered by the Trustee as principal, unless designated otherwise by the Grantor, and shall be invested and reinvested by the Trustee thereafter in accordance with the terms of this Trust agreement relating to the investment and reinvestment of principal and accumulated income as hereafter stated in Article V.

E. ***Disbursements to be by Check.*** After the Grantor's death or incompetency, to be valid each check issued by this Trust must be signed by a person authorized by The



Hagan Trust to sign checks, and co-signed by the Trustee of The Hagan Trust. The Trust shall only have one checking account at any one moment in time, and such account shall be with the bank providing banking services to The Hagan Trust.

F. ***Maintenance of Records.*** After the Grantor's death or incompetency, the Trustee shall permanently retain at the office of The Hagan Trust all records that relate to the administration of this Trust.

G. ***Annual Reports.*** After the Grantor's death or incompetency, the Trustee shall annually provide to each Family Representative and to each Family member of record, a financial report as to this Trust's income, expenses, assets and liabilities, together with an itemized listing of all receipts, deposits, expenditures and disbursements for the prior year. All such reports shall be prepared by an accountant used by The Hagan Trust and paid for by The Hagan Trust, and shall be provided to the above recipients by the 1st Tuesday in April of each year.


ARTICLE V

INVESTMENT POLICIES

A. ***Investment Criteria.*** The Trustee shall invest and reinvest the Trust principal and accumulated income pursuant to the following terms, conditions, and limitations:

1. While Grantor is Serving as Trustee: So long as the Grantor is serving as the Trustee of this Trust, then the Grantor shall have the discretion to invest the Trust's assets in accordance with the provisions of the Prudent Investors Act and in accordance with the provisions of the Missouri Uniform Trust Code (Sections 456.1-101 through 456.11-1106 of the Revised Statutes of Missouri, as amended from time to time hereafter).

2. Limitations After the Grantor's Death or Incompetency: After the Grantor's death or incompetency, the successor Trustee shall invest and reinvest the Trust assets (principal and accumulated income) only in CASH and CERTIFICATES OF DEPOSIT which are One Hundred Percent (100%) guaranteed by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, and which do not have maturities at the time of purchase in excess of One (1) year.



3. Additional Investment Limitations After the Grantor's Death or Incompetency: In addition to the foregoing limitations all non-charitable-use assets of this Trust which are in excess of One and One-Half (1.5 X) times the current year's budget approved by the Trustee of The Hagan Trust shall be managed by the Trustee of The Hagan Trust, pursuant to a written management agreement between The Hagan Trust and The May Ellis Park Trust.

B. ***Trustee's and Agent's Bonds.*** After the Grantor's death or incompetency, the Trustee and any officer or agent of the Trustee who has any discretionary or signatory authority over any of the funds or assets of this Trust shall be bonded to cover theft, embezzlement and absconding; and, in the absence of such bond, shall not have such authority. The amount of such bond of the Trustee and any other officer or agent of the Trustee having such authority shall be subject to the majority approval of the Trustees of The Hagan Trust, but shall not be less than Fifty Thousand Dollars (\$50,000). The premiums for such bonds shall be paid by The Hagan Trust. Such bonds shall be issued by a company rated A or higher by A.M. Best Company.

ARTICLE VI

THE TRUSTEE

The Grantor, Dan Hagan, shall serve as Trustee of this Trust until his death or incompetency. Upon the death or incompetency of the Grantor, the successor Trustee shall be the Trustee of The Hagan Trust.

A. ***Powers of Grantor as Trustee.*** In administering this Trust and in selecting investments and otherwise performing the duties imposed upon the Trustee, the Grantor, while acting as Trustee, shall have those powers which are generally recited and set forth in the Missouri Uniform Trust Code (Sections 456.1-101 through 456.11-1106 of the Revised Statutes of Missouri).

B. ***Powers of Successor Trustees.*** The rights and powers the Grantor has reserved under this Trust to revoke or amend shall not pass on to a successor Trustee, except as permitted by Article VIII, paragraph A. In administering this Trust, successor Trustees shall have those powers which are generally recited and set forth in the Missouri Uniform

Trust Code (Sections 456.1-101 through 456.11-1106 of the Revised Statutes of Missouri and Sections 130.655 through 130.730 of the Revised Statutes of Oregon); however, no such statutory provisions shall take precedence over the limitations, terms, and conditions set forth in this Trust agreement. When there is any conflict between the authority granted by said statutes and the obligations or restrictions imposed upon the Trustee, the provisions of this Trust Agreement and Schedule A shall govern and take precedence. The provisions of Section 456.1-101 through 456.11-1106 RSMo. and Sections 130.655 through 130.730 of the Revised Statutes of Oregon are incorporated herein by reference to the extent required in order to give effect to the intents and purposes of this clause of this Trust agreement.

ARTICLE VII

GUIDANCE FOR SUCCESSOR TRUSTEES

The Grantor is aware that charitable foundations often fail to achieve their full potential due to mission creep, the wasting of assets and poor management.

Thus, it is the Grantor's Intent:

A. That charitable distributions shall be pursuant to Article III, Paragraph A, subparagraph 2, and, Article IV, Paragraph B.

B. That Trust expenses shall be minimized to the extent reasonably possible; and,

C. That when implementing the Grantor's Intent as determined by a thorough and objective reading of the provisions contained in this restated Trust Agreement, and by a thorough and objective reading of any provisions contained in any attached New Schedule A, that all such provisions and subsequent interpretation shall be construed and viewed as a complete unit rather than putting a "trick interpretation or twist" on any one word or phrase.

ARTICLE VIII

ADMINISTRATIVE PROVISIONS

A. ***Savings Clause #1 - Must Qualify as Charitable Foundation.*** The Grantor intends that this Trust will qualify as a charitable foundation within the meaning of Sections 501(c)(3), 2055, 2522 and 170(c) of the Code, and will qualify as an entity exempt from Federal income tax under Section 501(a) of the Code. The Grantor also intends that contributors to the Trust will obtain the full benefit of any income, gift and estate tax charitable contribution deductions to which they may be entitled under the Code. Accordingly, notwithstanding any provision herein to the contrary, the provisions of this Agreement shall be construed and this Trust administered and disposed of in accordance with his intention and in a manner consistent with such Code sections. No right, power or discretion granted to the Trustee or any other person by this Agreement or by law shall be exercisable in a manner that would cause this Trust to fail to satisfy the requirements of a charitable trust within the meaning of such Code sections. Should the provisions of this Agreement be inconsistent or in conflict with such Code sections (or applicable regulations, revenue rulings, revenue procedures, notices or other administrative pronouncements), then such sections (or regulations, revenue rulings, revenue procedures, notices or administrative pronouncements) shall take precedence over the provisions that are set forth herein. The Trustee may amend this Agreement for the sole purpose of complying, but only to the extent necessary, with the requirements of the Code in order to qualify the Trust as a charitable trust within the meaning of the aforesaid Code sections.

B. ***Savings Clause #2 - Each Object and Purpose Separate and Distinct.*** The Grantor intends that each object and purpose of this Trust Agreement shall be deemed and treated as separate and distinct from each and every other object and purpose thereof to the end that no provision of this Trust shall be deemed or declared illegal, invalid or unenforceable by reason of any other provision or provisions of this Trust being adjudged or declared illegal, invalid or unenforceable. In the event any one or more of the provisions of this Trust are declared or adjudged illegal, invalid or unenforceable then each and every other provision of this Trust shall take effect as if the provision or provisions so declared or adjudged to be illegal, invalid or unenforceable had never been contained in this Trust Agreement. Any and all properties and funds which would have been utilized under and



pursuant to any provision so declared or adjudged illegal, invalid or unenforceable shall be utilized under and in accordance with the other provisions of this Trust Agreement. In the event any exempt organization for which provision is herein made shall cease to exist for any cause whatever, then so much of the funds and properties of this Trust as otherwise would be utilized for same shall be thereafter utilized for the remaining objects and purposes of this Trust.

C. ***Prohibited Transactions.*** The Trustee shall make distributions at such time and in such manner as not to subject the Charitable Trust to tax under Section 4942 of the Code. Notwithstanding any provision herein to the contrary, the Trustee shall not engage in any act of self-dealing, as defined in Section 4941(d) of the Code, and shall not make any taxable expenditures, as defined in Section 4945(d) of the Code. The Trustee shall not make any investments that jeopardize the charitable purposes of the Charitable Trust, within the meaning of Section 4944 of the Code, or retain any excess business holdings, within the meaning of Section 4943(c) of the Code.

D. ***Other Restrictions.*** No part of the net earnings of the Trust shall inure to the benefit of or be distributable to the Grantor, Trustee, Family Representatives, or other private individuals, except that the Trustee shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No part of the activities of this Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Trust shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision to the contrary, the Trust shall not carry on any activities not permitted to be carried on by: (i) a trust exempt from Federal income tax under Section 501(a) of the Code; or (ii) a trust, contributions to which are deductible under Section 170(c)(2) of the Code.

E. ***Non-Grantor Trust Provision.*** Notwithstanding any provision of this Agreement to the contrary, neither the Grantor nor the Trustee, nor any person hereafter appointed as Trustee, shall have any power that would cause any person to be treated as the owner of any portion of the trust created hereunder under Sections 671 through 679 of the Code.



F. ***Taxable Year.*** The taxable year of this Trust shall be the calendar year.

ARTICLE IX

GENERAL PROVISIONS

A. ***Grantor Gifts.*** In the event this Trust is named as the recipient of funds from the Grantor or from another trust established by Grantor, all such funds shall be considered by the Trustee as principal unless designated otherwise by the Grantor and shall be invested and reinvested by the Trustee thereafter in accordance with the terms of this Trust agreement relating to the investment and reinvestment of principal and accumulated income.

B. ***Non-Grantor Gifts.*** Any person may gift property of any kind to this Trust with the consent of the Trustee. However, except for gifts made by Grantor or by Trusts established by Grantor, no gift, bequest, or devise of any property to this Trust shall be received or accepted by the Trustee if the disposition of such property is conditioned or limited in any way by the contributor.

C. ***Addition of Income to Principal.*** All Trust income that is not paid to charitable organizations or otherwise expended by the Trust shall be accumulated, and at least annually, added to the Trust principal.

D. ***Irrevocability.*** Except as may be expressly provided herein to the contrary, neither the Trustee, nor the Grantor or any other person shall have the power to revoke, alter or amend this Trust.

E. ***No Power of Attorney to Modify Trust.*** The rights and powers the Grantor has reserved under this Trust may only be exercised by the Grantor, and may not be exercised or released by the Grantor's power of attorney. Nor shall any such power to revoke or amend be presumed to have been granted or be granted by any court to any guardian, conservator or other person on the Grantor's behalf.

F. ***Additional Instruments.*** After the death of Grantor, the original of any instrument created by the Grantor pursuant to this Trust shall be recorded with the Recorder of Deeds of Boone County, Missouri; and, recorded with the Recorder of Deeds of Jackson County, Oregon. The filed original shall be retained by the Trustee and held by the Trustee pursuant to Article X, Paragraph L, of this Trust Agreement.



G. **Modifications to Trust Agreement.** This Trust shall be irrevocable, but shall be subject to modification as follows:

1. **During Grantor's Lifetime:** The Grantor shall not engage, directly or indirectly, in any activity that would invalidate the exemption of this Trust from Federal Income Taxation as an entity described in Sections 501(c)(3) of the Code, as a "foundation" described in Sections 509 and 170(c)(2) of the Code, as a trust described in Section 2055(a)(3) of the Code, and as a trust described in Section 2522(a)(2) of the Code. Subject to this limitation, the Grantor may, at any time, and from time to time, prior to the Grantor's death or incompetency, amend, modify or restate this Trust agreement, in whole or in part, except as prohibited by Article I, paragraph A (Purpose), or subparagraph 8 of paragraph B (Intentions of Grantor).

2. **Method of Affecting Amendments using Schedule A.** The Grantor may amend, modify or restate any portion of this Trust Agreement which is permitted to be amended by the Grantor by modifying Schedule A hereto and attaching a new Schedule A to this Trust Agreement which incorporates such amendments or restatements. The Grantor may amend Schedule A at any time, and, from time to time, until the Grantor's death or incompetency.

3. **Validity of Grantor Modifications.** To be valid, any amendment, modification or restatement of this Trust Agreement or Schedule A of this Trust Agreement made by the Grantor, in whole or part, shall be subject to the following:

a. The Grantor must sign and date each page of such document in the presence of and be attested by Three (3) witnesses known to Grantor and all Four (4) signatures must be notarized;

b. A copy of the signed original document must be filed with the IRS by certified mail return receipt requested (USPS) within Three Calendar (3) days of the date signed by Grantor and must be filed during the Grantor's lifetime. The signed cover letter to the IRS must display the USPS unique mail identifier and identify the submitted document;

c. A copy of the cover letter and USPS certified mail return receipt must be attached to the signed original Document being held by the Grantor.



4. After the death or incompetency of Grantor. After the death or incompetency of the Grantor, the successor Trustee ~~shall not amend, modify or change this~~ restated Trust Agreement or attached New Schedule A except as permitted by Article VIII, Paragraph A.

H. ***Termination of Trust.*** Following the death or incompetency of the Grantor, the Trustee shall not have the right to terminate this Trust for so long as the trust estate exceeds Ten Thousand Dollars (\$10,000). If the trust estate is less than Ten Thousand Dollars (\$10,000) and if this Trust can no longer carry out its Purpose, then this Trust may be dissolved, but only after the signature approval of the Trustee, and the signature approval of the all Family Representatives registered with the Trustee. Upon the dissolution of this Trust, the assets of this Trust shall be distributed by the Trustee to one or more exempt charities or exempt organizations located in the Rogue River and Wimer communities which qualify as exempt organizations within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal income tax code.

ARTICLE X

INTERPRETIVE RULES

A. ***Governing Law.*** This Trust shall be construed and administered, and the validity of each trust hereunder shall be determined, in accordance with the laws of the State of Missouri, without giving effect to its conflicts of law principles. The Trustee may not amend this section or take any other action to change the jurisdiction whose law shall govern the construction, administration and validity of the trust other than the state of Missouri, or the state of Oregon if necessary. Prior to the Grantor's death or incompetency, the venue for all actions brought in connection with the construction of this Trust or the administration of this Trust shall be in the Probate Division of the Circuit Court of Boone County, Missouri.

B. ***Park Property.*** As used herein, any reference to the "Park Property" shall mean that property previously conveyed to Jackson County, Oregon, by the Donors and more particularly described in Article II, Paragraph E.

C. ***Donors.*** Any reference to "Donor(s)" shall mean the original donors: Janice May Ellis Emde (also known as Janice Emde), Jacky Ellis Totten (also known as Jacky



Totten, and as Jacqueline M. Totten), and Betty Ellis Hagan (also known as Betty F. Hagan).

~~D. **Family Representative(s).** As used herein, any reference to a "Family Representative" shall be One (1) representative of the families of Betty F. Hagan, Jacky Totten and Janice Emde.~~

E. **Dates of Actions.** If any date falls on a Saturday, Sunday or Federal Holiday said date shall be considered to be the next working day.

F. **Pronouns.** As used herein, the pronouns "he," "she," "his," "hers," "him," "her", "it" and "its" shall include the masculine, feminine, neuter and plural thereof.

G. **Singular and Plural.** As used herein, the singular shall include the plural, and the plural shall include the singular, wherever the context and facts require such construction.


H. **Headings.** The headings, titles and subtitles herein are for convenience of reference only and are to be ignored in any construction of the provisions contained herein.

I. **Signature.** Any time the word "signature" is used preceding a word (such as Signature Access, Signature Approval, Signature Inspection and Signature Consent) it means that it takes the written signature of the individual or trustee.

J. **Incompetency.** "Incompetency" as it relates to Grantor means after Grantor has been declared incompetent or incapacitated under the laws of the State of Missouri after a trial by jury.

K. **Restated Trust Agreement to be Filed in Jackson County, Oregon.** The Trust Agreement and its attached Schedule A has been filed with the Recorder of Deeds, Jackson County, Oregon. After filing with the IRS, this Restatement and New Schedule A shall be filed with the Recorder of Deeds, Jackson County, Oregon.

L. **Location of Original Trust Agreements.** One (1) original of this restated Trust Agreement shall be executed and shall be held by the Grantor while the Grantor is serving as Trustee of this Trust. Upon the death of the Grantor, the original of this restated Trust Agreement and attached New Schedule A shall be filed with the Recorder of Deeds of Boone County, Missouri. After the death of the Grantor, the original of this restated Trust Agreement shall be held by the successor Trustee in the safe-deposit box of The Hagan Trust.



ARTICLE XI

CONFLICTS OF INTEREST

The purpose of this Article is to protect the interests of this Trust from the adverse effects of any transaction or arrangement which involves the Trustee. The provisions of this Article are intended to supplement and not replace any applicable state or federal laws governing conflicts of interest applicable to not for profit and charitable organizations. Furthermore, no such statutory provisions shall take precedence over the limitations, terms, and conditions set forth in this Article. When there is any conflict between the authority granted by said statutes governing conflicts of interest and the obligations or restrictions imposed upon the Trustee, the provisions of this Trust agreement shall govern and take precedence.

A. **Definitions.** In this Article, the following terms will have the following meanings:

1. **Financial Interest:** "Financial Interest" means an economic benefit, direct or indirect, including gifts or favors, which in the aggregate exceeds \$100 in any calendar year (except for the reimbursement for actual expenses incurred by the Trustee in fulfilling his or her responsibilities under this Trust.)

2. **Interested Person:** "Interested Person" means any Trustee or other person with powers delegated to that person by the Trustee who has a direct or indirect Financial Interest (as defined above) in a transaction with or payment from this Trust.

B. **Policy and Prohibitions.** Any transaction to be undertaken by this Trust which creates a Financial Interest in any Interested Person is a conflict of interest. Any Interested Person shall have an affirmative duty, and obligation, to fully disclose to the then acting Trustee of this Trust all details surrounding any possible conflict of interest with respect to a proposed transaction which may create a conflict of interest.

C. **Procedure.** Following the disclosure of any potential transaction by any Interested Person to the then acting Trustee of this Trust which may involve a conflict of interest, the Trustee shall determine if a conflict of interest exists. If the then acting Trustee of this Trust determines that a conflict of interest exists, the Interested Person shall not be permitted to engage in such transaction. If the Trustee determines that a conflict of interest



does not exist, such transaction shall require the signature approval of the Trustee of The Hagan Trust.

ARTICLE XII

EXECUTION

Pursuant to the foregoing, the Grantor, in his separate capacity as Grantor and Trustee of The May Ellis Park Trust, does hereby agree to be bound in accordance with the terms set forth above, and the successor Trustees of this Trust, also agree to be bound in accordance with the terms hereof by virtue of succeeding to the office of Trustee at any time hereafter. The Trust agreement was executed and the Trust created on the 26th day of March, 2008 (the "Effective Date"), this restatement is dated May 4th, 2010.

In Witness Whereof, the said Dan Hagan has subscribed his name to this restated Trust Agreement, including attached New Schedule A consisting of Eleven (11) pages, each page of which he has identified by signing his name on the bottom thereof, all on the day and year first above written.



Dan Hagan, Grantor

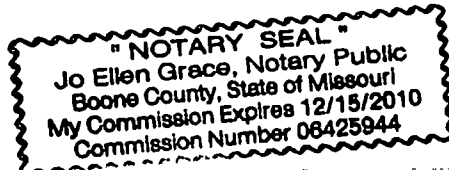
State of Missouri)
) ss.
County of Boone)

On this 4th th day of May, 2010, before me, a Notary Public, in and for said county and state, personally appeared Dan Hagan, known to me to be the person who executed the foregoing restatement of The May Ellis Park Trust, and after being duly sworn,

acknowledged to me that he executed the same as his free act and deed in his capacity as Grantor for the purposes therein stated, and that the statements therein stated are true to the best of his knowledge and belief.



Jo Ellen Grace
Jo Ellen Grace, Notary Public
Commissioned in Boone County, Missouri
My commission expires: 12-15-2010

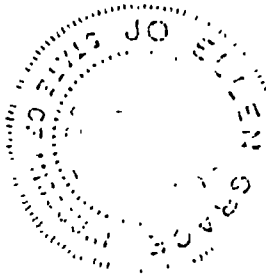


The undersigned hereby accepts the foregoing restated Trust and attached New Schedule A of The May Ellis Park Trust and hereby agrees to be bound in accordance with the terms of said Trust and the attached New Schedule A as of the day and year last above written.

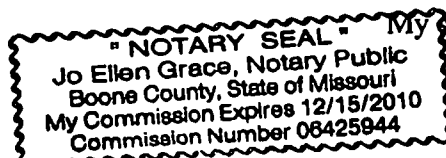
Dan Hagan
Dan Hagan, Trustee

State of Missouri)
) ss.
County of Boone)

On this 4th day of May, 2010, before me, a Notary Public, in and for said county and state, personally appeared Dan Hagan, known to me to be the person who executed the foregoing restated Trust and after being duly sworn, acknowledged to me that he executed the same as his free act and deed in his capacity as Trustee of The May Ellis Park Trust.



Jo Ellen Grace
Jo Ellen Grace, Notary Public
Commissioned in Boone County, Missouri
My commission expires: 12-15-2010



Dan Hagan

We hereby certify that the foregoing restated Trust restatement was signed on this 4th day of May, 2010 by Dan Hagan, in his capacity as Grantor and as Trustee of The May Ellis Park Trust, in our presence, who, at his request and in his presence and in the presence of each other, have subscribed our names below as witnesses thereto, believing Dan Hagan at the time of so signing to be of sound mind and memory.

SIGNATURES OF WITNESSES:

Linda E. Wright
Signature

Karen S. Steinbeck
Signature

H. C. Willbrand
Signature

ADDRESSES OF WITNESSES:

Linda E. Wright
Name (Print)
2719 Mayflower
Street Address
Columbia, MO 65202
City/State/Zip Code

Karen S. Steinbeck
Name (Print)
1926 Lake Drive
Street Address
Fulton, MO 65251
City/State/Zip Code

H. C. Willbrand
Name (Print)
500 W. Covered Bridge Rd
Street Address
Columbia, MO 65203
City/State/Zip Code

Dan Hagan

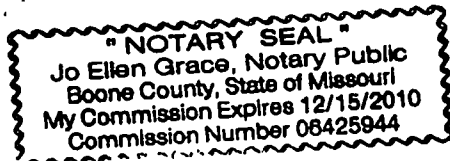
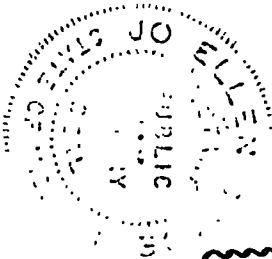
STATE OF MISSOURI)

) SS.

COUNTY OF BOONE)

I, the undersigned, an officer authorized to administer oaths, certify that Linda E. Wright, Karen S. Steinbeck and H.C. Willbrand, the witnesses, respectively, whose names are signed to the foregoing restatement of The May Ellis Park Trust, having appeared together before me and having been first duly sworn, each then declared to me that Dan Hagan, the Grantor and the Trustee of The May Ellis Park Trust, signed and executed The May Ellis Park Trust, and that he had willingly signed and that he executed it as his free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence and hearing of Dan Hagan signed the foregoing Trust as witness, and that to the best of his or her knowledge Dan Hagan was at the time, of sound mind, and under no constraint or undue influence.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 4 th day of May, 2010.



Jo Ellen Grace
Jo Ellen Grace, Notary Public
Commission in Boone County, Missouri

My commission expires: 12-15-2010

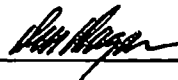
Dan Hagan

NEW SCHEDULE A TO
~~THE MAY ELLIS PARK TRUST~~

1. The following are: (i) all the living children and grandchildren of Betty F. Hagan, Donor, who is now deceased; and, (ii) all the living children and grandchildren of the living Donors, Jacky Totten and Janice Emde.

Name	Status
Betty F. Hagan	Donor (deceased)
David Hagan	Son of Betty F. Hagan
Kelly Hagan	Granddaughter of Betty F. Hagan
Ross Hagan	Son of Betty F. Hagan
Nancy Hagan	Granddaughter of Betty F. Hagan
Mindy Hagan	Granddaughter of Betty F. Hagan
Jacky Sohn	Daughter of Betty F. Hagan
Dan Hagan	Son of Betty F. Hagan
Stan Hagan	Son of Betty F. Hagan
Steve Hagan	Son of Betty F. Hagan
Frank Hagan	Son of Betty F. Hagan
Jacky Totten	Donor (living)
Michael Totten	Son of Jacky Totten
Garrett Totten	Grandson of Jacky Totten
Kent Totten	Son of Jacky Totten
Alexis Totten	Granddaughter of Jacky Totten
Janice Emde	Donor (living)
Margery Emde	Daughter of Janice Emde
Susan Gunter	Daughter of Janice Emde
John Emde	Son of Janice Emde
Andrea Emde	Granddaughter of Janice Emde
Anthony Emde	Grandson of Janice Emde

2. The Trustee shall permanently maintain the web site established for The May Ellis Park, www.may-ellis-park.org to inform the general public about May Ellis and The May Ellis Park.



3. Attached Exhibits:

- ~~Exhibit A~~ Jackson County Order No. 369-89
- Exhibit A-1 May Ellis Park Trust - IRS Exempt Recognition
- Exhibit A-2 Aerial View of May Ellis Park
- Exhibit A-3 Plat of Tracts comprising May Ellis Park
- Exhibit A-4 Legal Description of Tracts comprising May Ellis Park

On this 4th day of May, 2010, Dan Hagan (the Grantor) executed the foregoing New Schedule A, which New Schedule A is attached to The May Ellis Park Trust restatement, to become a part of said restated Trust until modified by Grantor in accordance with the terms of The May Ellis Park Trust restatement, and that he executed the same as his free act and deed.

In Witness Whereof, the said Dan Hagan has subscribed his name to this New Schedule A, to become part of The May Ellis Park Trust restatement, this New Schedule A consisting of Eleven (11) pages, including all signature pages, each page of which he has identified by signing his name and date on the margin thereof, all on the day and year first above written.



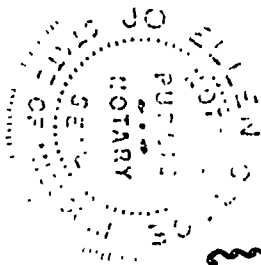
Dan Hagan, Grantor

State of Missouri)

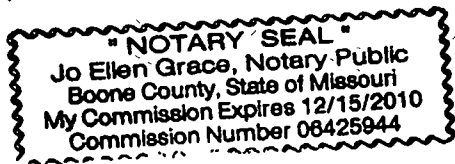
SS:

County of Boone)

On this 4th day of May, 2010, before me, a Notary Public, in and for said county and state, personally appeared Dan Hagan, known to me to be the person who executed the foregoing New Schedule A as Grantor of The May Ellis Park Trust, and after being duly sworn acknowledged to me that he executed the same as his free act and deed in his capacity as Grantor for the purposes therein stated, and that the restated statements contained therein are true to the best of his knowledge and belief.



Jo Ellen Grace
Jo Ellen Grace, Notary Public
Commissioned in Boone County, Missouri
My commission expires: 12-15-2010



We hereby certify that the foregoing New Schedule A was signed on this 4 th day of November, 2009, by Dan Hagan, in his capacity as Grantor and as Trustee of the restated May Ellis Park Trust, in our presence, who, at his request and in his presence and in the presence of each other, have subscribed our names below as witnesses thereto, believing Dan Hagan at the time of so signing to be of sound mind and memory.

SIGNATURES OF WITNESSES:

Linda E. Wright
Signature

Karen S. Steinbeck
Signature

H. P. Willbrand
Signature

ADDRESSES OF WITNESSES:

Linda E. Wright
Name (Print)
2719 Mayflower
Street Address
Columbia, MO 65202
City/State/Zip Code

Karen S. Steinbeck
Name (Print)
1926 Lake Drive
Street Address
Fulton, MO 65251
City/State/Zip Code

H. P. Willbrand
Name (Print)
500 W. Covered Bridge Rd
Street Address
Columbia, MO 65203
City/State/Zip Code

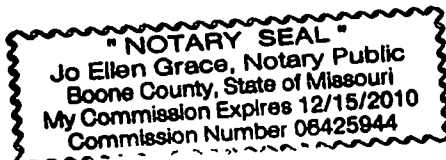
STATE OF MISSOURI)
)-SS.
COUNTY OF BOONE)

I, the undersigned, an officer authorized to administer oaths, certify that Linda E. Wright, Karen S. Steinbeck and H.C. Willbrand, the witnesses, respectively, whose names are signed to the foregoing New Schedule A, which Schedule A is attached to the restatement of The May Ellis Park Trust, having appeared together before me and having been first duly sworn, each then declared to me that Dan Hagan, the Grantor of The May Ellis Park Trust restatement, signed and executed New Schedule A to The May Ellis Park Trust restatement, and that he had willingly signed and that he executed it as his free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence and hearing of Dan Hagan signed the foregoing New Schedule A to the restated The May Ellis Park Trust as witness; and that to the best of his or her knowledge Dan Hagan was at the time, of sound mind, and under no constraint or undue influence.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 4 th day of May, 2010.



Jo Ellen Grace
Jo Ellen Grace, Notary Public
Commission in Boone County, Missouri
My commission expires: 12-15-2010



Dan Hagan

BEFORE THE BOARD OF COMMISSIONERS OF JACKSON COUNTY OF JACKSON COUNTY

IN THE MATTER OF ACCEPTING THE
DONATION BY THE DAUGHTERS OF
MAY ELLIS OR PROPERTY ON EVANS
CREEK NEAR THE WIMER BRIDGE FOR
PUBLIC PARK PURPOSES

ORDER No. 369-89

WHEREAS, Betty Ellis Hagan, Janice May Ellis Emde, and Jacky Ellis Totten have, in the memory of their mother, May Ellis, donated to the County for public park and recreation purposes a beautiful parcel of real property adjoining Evans Creek near the Wimer covered bridge; and

WHEREAS, the property has been granted on condition that it be used forever for public park purposes and not otherwise, and it is the wish of the donors that it be named "May Adams Ellis Park," in memory of their mother; and

WHEREAS, the Board finds that the property has a fair market value of \$131,727;

The Board of Commissioners of Jackson County hereby ORDERS:

1. that Jackson County accepts with gratitude the gift of property to be maintained for public recreation purposes, and sets the same aside for public park purposes pursuant to ORS 275.330;

2. that the County will maintain the same as a park in the honor of May Ellis and will name and designate it as "May Adams Ellis Park."

Dated this 27th day of September 1989.

Absent
Hank Henry, Chairman

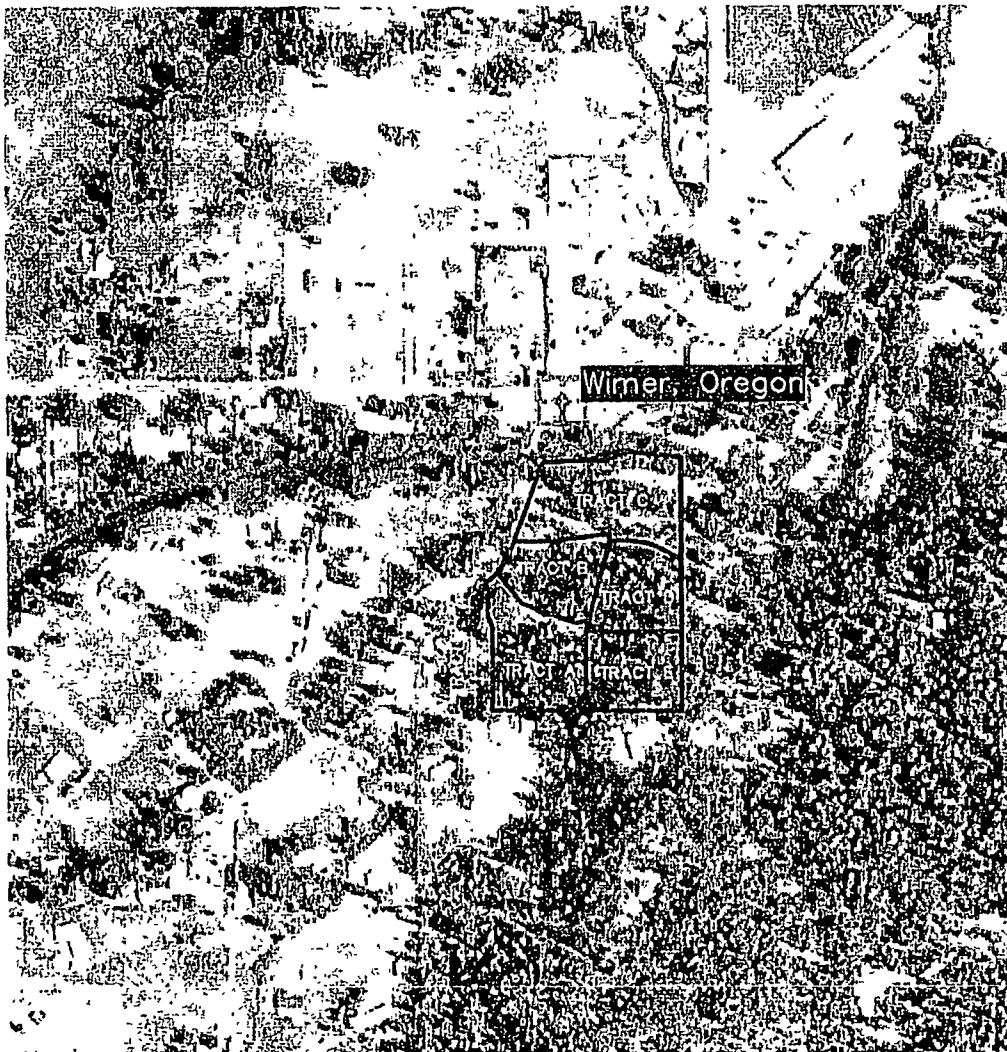
Sue Kupillas
Sue Kupillas, Commissioner

Jeff Golden
Jeff Golden, Commissioner

APPROVED AS TO FORM:

Arminde B.
County Counsel

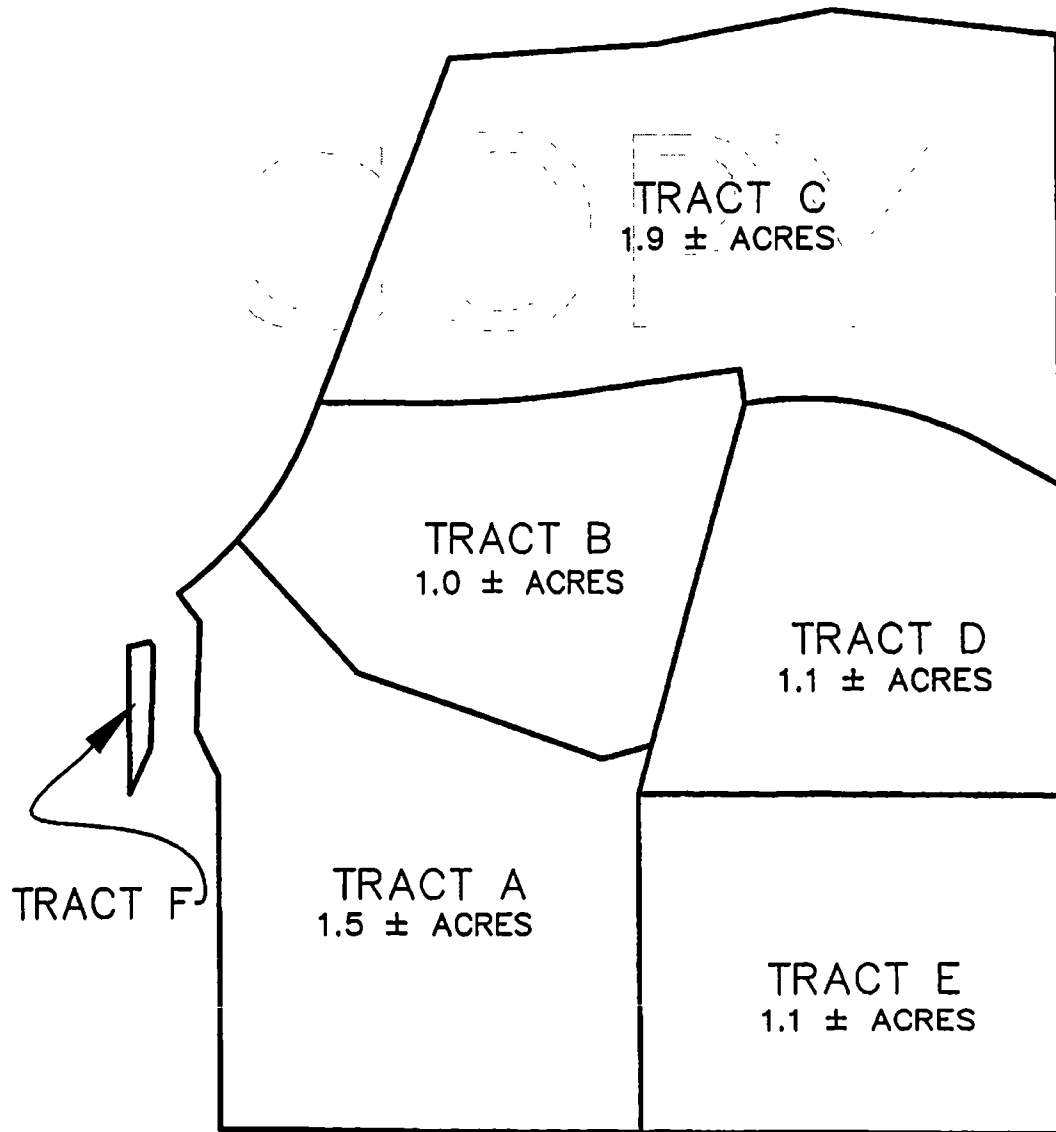
The May Ellis Park Aerial View



Don Hopper
5-4-10

The May Ellis Park Plat of Tracts Comprising Park

6.6 Acres



Handwritten signature
5-4-10

The May Ellis Park Legal Descriptions: Tracts A – F

TRACT A:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11 IN TOWNSHIP 35 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON, THENCE ON THE WEST LINE OF SAID SECTION, NORTH 00° 08' 00" WEST 500.58 FEET; THENCE LEAVING SAID LINE, SOUTH 89° 29' 08" EAST 182.00 FEET TO A 5/8" IRON PIN, FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 08' 00" WEST 214.42 FEET; THENCE NORTH 23° 42' 35" WEST 29.13 FEET; THENCE NORTH 01° 46' 04" EAST 65.28 FEET; THENCE NORTH 34° 56' 41" WEST 20.93 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT - OF - WAY LINE OF A COUNTY ROAD KNOWN AS COVERED BRIDGE ROAD; THENCE IN A NORTHEASTERLY DIRECTION ON SAID RIGHT - OF - WAY LINE, ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 08° 19' 17", AN ARC DISTANCE OF 33.40 FEET (THE CHORD BEARS NORTH 47° 30' 41" EAST 33.38 FEET) TO A POINT; THENCE CONTINUE ON SAID RIGHT - OF - WAY LINE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 03° 09' 12", AN ARC DISTANCE OF 12.66 FEET; THENCE LEAVING SAID RIGHT - OF - WAY LINE, SOUTH 39° 11' 50" EAST 102.89 FEET; THENCE SOUTH 69° 51' 50" EAST 149.30 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 30.0 FEET AND A CENTRAL ANGLE OF 60° 14' 24"; THENCE IN AN EASTERLY DIRECTION, ON THE ARC OF SAID CURVE, A DISTANCE OF 31.54 FEET TO THE END OF SAID CURVE (THE CHORD BEARS NORTH 74° 52' 48" EAST 30.11 FEET); THENCE SOUTH 15° 00' 00" WEST 30.00 FEET; THENCE SOUTH 00° 04' 11" EAST 205.36 FEET; THENCE NORTH 89° 29' 08" WEST 237.62 FEET TO THE POINT OF BEGINNING.

TRACT B:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11 IN TOWNSHIP 35 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON, THENCE ON THE WEST LINE OF SAID SECTION, NORTH 00° 08' 00" WEST, 500.58 FEET; THENCE LEAVING SAID LINE, SOUTH 89° 29' 08" EAST, 419.62 FEET; THENCE NORTH 00° 04' 11" WEST, 205.36 FEET TO A 5/8" IRON PIN; THENCE NORTH 15° 00' 00" EAST, 30.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 60° 14' 24", SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE IN A WESTERLY DIRECTION, ON THE ARC OF SAID CURVE, A DISTANCE OF 31.54 FEET (THE CHORD BEARS SOUTH 74° 52' 48" WEST 30.11 FEET); THENCE NORTH 69° 51' 50" WEST, 149.30 FEET; THENCE NORTH 39° 11' 50" WEST, 102.8 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT - OF - WAY LINE OF A COUNTY ROAD KNOWN AS COVERED BRIDGE ROAD, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 18° 01' 54" THENCE IN A NORTHEASTERLY DIRECTION, ON THE ARC OF SAID CURVE, A DISTANCE OF 72.38 FEET (THE CHORD BEARS NORTH 31° 10' 54" EAST, 72.09 FEET TO A 5/8" IRON PIN ON THE CENTERLINE OF AN EXISTING ROAD; THENCE CONTINUE ON SAID RIGHT - OF - WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 02° 13' 18", AN ARC DISTANCE OF 8.92 FEET TO THE END OF SAID CURVE; THENCE NORTH 19° 56' 39" EAST, 12.36 FEET; THENCE LEAVING SAID RIGHT - OF - WAY LINE AND ALONG THE NORTHERLY LINE OF AN EXISTING ROAD, SOUTH 89° 31' 00" EAST, 58.19 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 08° 23' 00"; THENCE ON THE ARC OF SAID CURVE A DISTANCE OF 84.86 FEET TO THE END OF SAID CURVE; THENCE NORTH 82° 06' 00" EAST, 99.52 FEET; THENCE, LEAVING SAID NORTHERLY LINE, SOUTH 07° 54' 00" EAST, 20.00 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING ROAD; THENCE SOUTH 15° 00' 00" WEST 210.94 FEET TO THE TRUE POINT OF BEGINNING.

Don Regan
5-4-10

TRACT C:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11 IN TOWNSHIP 35 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON; THENCE ON THE SOUTH LINE OF SAID SECTION SOUTH 89° 29' 08" EAST, 656.65 FEET TO THE SOUTHEAST CORNER OF THE FRACTIONAL WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11; THENCE ON THE EAST LINE OF SAID FRACTIONAL WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, NORTH 00° 04' 11" WEST, 891.89 FEET TO A 5/8" IRON PIN IN THE CENTERLINE OF AN EXISTING ROAD TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF SAID ROAD, NORTH 59° 31' 00" WEST 47.14 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 38° 23' 00"; THENCE, ON THE ARC OF SAID CURVE, A DISTANCE OF 133.98 FEET TO THE END OF SAID CURVE; THENCE SOUTH 82° 06' 00" WEST, 5.48 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 07° 54' 00" WEST 20.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID ROAD; THENCE ALONG SAID NORTHERLY LINE, SOUTH 82° 06' 00" WEST, 99.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 08° 23' 00"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.86 FEET TO THE END OF SAID CURVE; THENCE NORTH 89° 31' 00" WEST 58.19 FEET TO POINT ON THE EASTERLY LINE OF A COUNTY ROAD KNOWN AS COVERED BRIDGE ROAD; THENCE ALONG SAID LINE, NORTH 19° 56' 39" EAST TO A POINT ON THE CENTERLINE OF EVANS CREEK; THENCE IN AN EASTERLY DIRECTION ALONG SAID CENTERLINE OF EVANS CREEK, TO A POINT ON THE EAST LINE OF THE FRACTIONAL WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG LAST SAID LINE, SOUTH 00° 04' 11" EAST TO THE TRUE POINT OF BEGINNING.

TRACT D:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11 IN TOWNSHIP 35 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON, AND THENCE ON THE WEST LINE OF SAID SECTION, NORTH 00° 08' 00" WEST, 500.58 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 89° 29' 08" EAST, 419.62 FEET, THENCE NORTH 00° 04' 11" WEST, 205.36 FEET TO A 5/8" IRON PIN FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 15° 00' 00" EAST, 240.94 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING ROAD; THENCE ON SAID ROAD CENTERLINE, NORTH 82° 06' 00" EAST, 5.48 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 38° 23' 00"; THENCE ON THE ARC OF SAID CURVE, A DISTANCE OF 133.98 FEET TO THE END OF SAID CURVE; THENCE SOUTH 59° 31' 00" EAST 47.14 FEET; THENCE, LEAVING SAID ROAD CENTERLINE, SOUTH 00° 04' 11" EAST 185.96 FEET; THENCE NORTH 89° 29' 08" WEST, 237.59 FEET TO THE POINT OF BEGINNING.

TRACT E:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11 IN TOWNSHIP 35 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON; THENCE ON THE WEST LINE OF SAID SECTION, NORTH 00° 08' 00" WEST, 500.58 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 89° 29' 08" EAST, 419.62 FEET TO A 5/8" IRON PIN FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 04' 11" WEST, 205.36 FEET; THENCE SOUTH 89° 29' 08" EAST 237.59 FEET; THENCE SOUTH 00° 04' 11" EAST, 205.36 FEET; THENCE NORTH 89° 29' 08" WEST, 237.59 FEET TO THE POINT OF BEGINNING.

TRACT F:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11 IN TOWNSHIP 35 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON; THENCE NORTH 00° 08' 00" WEST 407.00 FEET TO THE NORTHWEST CORNER OF THE TRACT DESCRIBED IN DEED RECORDED AS NO. 78-23469 OF THE OFFICIAL RECORDS OF JACKSON COUNTY, OREGON, THENCE SOUTH 89° 29' 08" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 132.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00° 08' 00" WEST, ALONG THE EAST LINE THEREOF, 297.00 FEET TO A 5/8" IRON PIN LOCATED AT THE MOST EASTERLY NORTHEAST CORNER OF SAID TRACT FOR THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY, ALONG THE NORTHEASTERLY LINE OF SAID TRACT, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COVERED BRIDGE (COUNTY) ROAD; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, TO A POINT NORTH 34° 56' 41" WEST, 3.94 FEET FROM A 5/8" IRON PIN; THENCE SOUTH 34° 56' 41" EAST, 3.94 FEET TO SAID 5/8" IRON PIN; THENCE SOUTH 01° 46' 04" WEST, 60.00 FEET TO A 5/8" IRON PIN; THENCE SOUTH 23° 42' 35" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS CONSTITUTE THE MAY ELLIS PARK PROPERTY

Ken Hagan
5-4-10