

1 THIS INDENTURE WITNESSETH, That MEEKER FARMS, INC., an Oregon Corporation,
2 its successors and assigns, herein called Grantor, in consideration of the
3 execution of that certain Agreement dated the 4th day of May, 1971, between
4 Meeker Farms, Inc. and Klamath Irrigation District, to which reference is here-
5 by made for details, does hereby grant and convey unto the UNITED STATES OF
6 AMERICA, its successors, grantees and assigns, herein called Grantee, the
7 following described real property in Klamath County, Oregon, to-wit:

8 A Strip of land 40 feet wide, being 20.00 feet on either side
9 of the Centerline hereafter described, to-wit:

10 The Point of Beginning of said Centerline is located as follows:
11 Commencing at the East 1/16th corner common to Sections 4 and
12 9, Twp. 40 S. R. 9 E. W.M., Klamath County, Oregon; thence, South
13 along the Centerline of Mann Road a distance of 1337.8 feet;
14 thence, North 64°55' West along the Centerline of the existing
15 C-4-H-2 Lateral 282.80 feet to a point of a curve; thence, 102.2
16 feet along the arc of a 60°00' curve to the left; thence, South
17 53°45' West along the Centerline of said Lateral 587.80 feet to
18 said TRUE POINT OF BEGINNING of said Centerline of said 40 feet
19 wide Strip of Land.

20 Thence, 35.20 feet along the arc of a 100°00' curve to the right,
21 and thence, South 88°56' West a distance of 1040 feet to a point
22 in the center of the existing C-4-H-2 Lateral right of way.

23 TO HAVE AND TO HOLD the same and their appurtenances unto the United
24 States of America, its successors, grantees and assigns forever.

25 GRANTOR hereby covenants to and with said Grantee, and its successors,
26 grantees and assigns, that Grantor is lawfully seized in fee simple of the
27 above granted premises, free from all incumbrances, and that Grantor will
28 warrant and forever defend the same against the lawful claims and demands of
29 all persons whomsoever.

30 Grantor warrants that it has not employed any person to solicit or secure
31 this contract upon any agreement for a commission, percentage, brokerage, or
32 contingent fee. Breach of this warranty shall give the Government the right
to annul the contract or, in its discretion, to deduct from the contract price
or consideration the amount of such commission, percentage, brokerage, or
contingent fees. This warranty shall not apply to commissions payable by
Grantor upon contracts or sales secured or made through bona fide established
commercial or selling agencies maintained by the Grantor for the purpose of
securing business.

Retain to
BANDON, GORDON
& BISEMORE
ATTORNEYS AT LAW
508 MAIN STREET
KLAMATH FALLS, ORE.
97601

1 No Member or Delegate to Congress, or Resident Commissioner shall be
2 admitted to any share or part of this contract or to any benefit that may
3 arise therefrom, but this provision shall not be construed to extend to this
4 contract if made with a corporation for its general benefit.

5 This conveyance is made pursuant to the terms of the above described
6 Agreement with Klamath Irrigation District wherein Grantor agreed to convey
7 fee simple title to the above described relocated portion of the C-4-H-2
8 Lateral to the United States of America, and Grantor hereby certifies that no
9 consideration as defined by Chapter 7 of Oregon Laws 1967 Special Session
10 has been paid for this property.

11 IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed the
12 day and year first herein written.



13 MEEKER FARMS, INC.
14 by Richard Meeker
15 Its President
16 by Dorothy Orr
17 Its Secretary

17 STATE OF OREGON)
18 County of Klamath) SS

19 On this 10th day of April, 1972, personally appeared
20 Richard Meeker and Dorothy Orr who, being duly sworn, each for himself and
21 not one for the other, did say that the former is the President and the latter
22 is the Secretary of Meeker Farms, Inc., a corporation, and that the seal
23 affixed to the foregoing instrument is the corporate seal of said corporation,
24 and that said instrument was signed and sealed in behalf of said corporation
25 by authority of its Board of Directors; and each of them acknowledged said
26 instrument to be its voluntary act and deed.

27 Before me:

28 Lawrence D. Zee
29 Notary Public for Oregon



30 My Commission expires: 8-19-75

31 STATE OF OREGON; COUNTY OF KLAMATH; ss.
32 Filed for record at request of GANONG, GORDON & SISEMORE
this 13th day of JUNE A. D. 1972 at 2:14 o'clock P. M.
duly recorded in Vol. M 72 of DEEDS on Page 6325

GANONG, GORDON
& SISEMORE
ATTORNEYS AT LAW
333 MAIN STREET
KLAMATH FALLS, ORE.
97601

Warranty Deed - Page 2

FEES \$4.00

Wm D. MILNE, County Clerk
By Hazel Dray