

A-22495

Vol. 22 Page 142

WARRANTY DEED

THIS INDENTURE WITNESSETH That WASHBURN ENTERPRISES, INC., an Oregon corporation, herein called "grantor", in consideration of the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS to it paid, has bargained and sold and by these presents does grant, bargain, sell and convey to OREGON WATER CORPORATION, a corporation, herein called "grantee", its successors and assigns forever, the following-described premises, situated in Klamath County, State of Oregon:

A tract of land situated in Lot 48, ENTERPRISE TRACTS, being in the SE-SE-1/4, Section 4, Township 39 S., R. 9 E.W.M., more particularly described as follows: Beginning at a 5/8 inch iron pin W. 30.00 feet, N. 00°04'45" E. 40.00 feet and W. 220.00 feet from the Southeast corner of said Section 4; thence W. 50.00 feet; thence N. 00°09'45" E. 50.00 feet; thence E. 50.00 feet; thence S. 00°09'45" W. 50.00 feet to the point of beginning. ALSO an easement to the above-described tract from Washburn Way described as follows: Beginning at a 5/8 inch iron pin on the Westerly right of way line of Washburn Way, said point being W. 30.00 feet and N. 00°04'35" E. 40.00 feet from the Southeast corner of said Section 4; thence W. 220.00 feet; thence N. 00°09'45" E. 10.00 feet; thence E. 219.98 feet to the Westerly right of way line of said Washburn Way; thence S. 00°04'35" W. 10.00 feet to the point of beginning, with bearings based on recorded survey No. 1463, as recorded in the Klamath County Surveyor's office.

SUBJECT TO: (1) Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder. (2) Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith. (3) Rules, regulations and assessments of South Suburban Sanitary District. (4) Easements and releases of damages, including the terms and provisions thereof, granted to The California Oregon Power Company, relative to raising and/or lowering the water of Lake Ewauna and Klamath River between the surface elevations of 4085.0 and 4086.50 as shown by the records of Klamath County, Oregon. (5) Reservations and restrictions in deed from Anglo California National Bank of San Francisco, a corporation, to The California Oregon Power Company, dated December 30, 1938, recorded January 24, 1939, in Deed Volume 120, Page 109, records of Klamath County, Oregon. (6) Easement for transmission line, including the terms and provisions thereof, given by Samuel S. Johnson, et ux, to Pacific Power & Light Company, a corporation, dated August 22, 1966, recorded August 24, 1966, in Volume M-66, Page 8536, Microfilm records of Klamath County, Oregon. (7) Easement for water main or pipe line, including the terms and provisions thereof, given by Samuel S. Johnson, dba S. S. Johnson Company, to Oregon Water Corporation, dated June 26, 1967, recorded July 10, 1967, in Deed Volume M-67, Page 5156, Microfilm records of Klamath County, Oregon. (8) Right of way easement, including the terms and provisions thereof, given by Harry R. Waggoner and Norma E. Waggoner to California-Pacific Utilities Company, dated November 10, 1970, recorded November 30, 1970, in Volume M-70, Page 10618, Microfilm records of Klamath County, Oregon.

(Warranty Deed - 1)

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together with all tenements, hereditaments and appurtenances hereunto belonging or appertaining, and all estate, right, title and interest in and to the same.

TO HAVE AND TO HOLD said premises unto grantee, its successors and assigns forever. Said grantor does covenant to and with said grantee, its successors and assigns, that it is the owner of said premises, being lawfully seized in fee simple thereof; that said premises are free from all encumbrances, except as above stated; and that it and its successors will warrant and defend the same from all lawful claims whatsoever.

The true and actual consideration for this transfer is \$2,500.00.

IN WITNESS WHEREOF, WASHBURN ENTERPRISES, INC., pursuant to a resolution of its board of directors, has caused these presents to be signed by its President and Secretary this 20th day of December, 1972.

WASHBURN ENTERPRISES, INC.

By *Dorman A. Turner*
President

By *Jewell Huston*
Secretary

STATE OF OREGON)
County of KLAMATH) ss. December 20, 1972

Personally appeared DORMAN A. TURNER and JEWELL HUSTON, who, being first duly sworn, did say that they are the president and secretary, respectively, of WASHBURN ENTERPRISES, INC., an Oregon corporation, and that the foregoing Deed was signed in behalf of said corporation by authority of its board of directors; and they acknowledged said Deed to be its voluntary act and deed.

Before me:

Wm D. Milne
NOTARY PUBLIC FOR OREGON
My commission expires April 8, 1974

STATE OF OREGON; COUNTY OF KLAMATH; ss.
KLAMATH COUNTY TITLE CO

Filed for record at request of _____
this 14th day of January A. D. 19 73 at 2:32 o'clock PM., and
duly recorded in Vol. M 73, of DEEDS on Page 142

FEE \$ 4.00

Wm D. MILNE, County Clerk

By *Hazel Drangel*

Return
Oregon Water Corp.
721 + Pine
Klamath Falls, Oregon
97601
(Warranty Deed - 2)

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