

KNOW ALL MEN BY THESE PRESENTS, That E. Willard Cedarleaf

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by E. Willard Cedarleaf and Viola S. Cedarleaf, Husband and Wife

hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

SEE LEGAL DESCRIPTION AS IT APPEARS ON THE REVERSE OF THIS DEED.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above-granted premises, free from all encumbrances except as stated on the reverse of this deed, or those apparent upon the land, if any as of the date of this deed.

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$other than money. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 10 day of October, 1979, if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

E. Willard Cedarleaf

STATE OF OREGON,

County of Klamath

10-9-

19 79

Personally appeared the above named

E. Willard Cedarleaf

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

My Commission Expires July 13, 1981

STATE OF OREGON, County of

ss.

Personally appeared

and who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

STATE OF OREGON,

County of

ss.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book on page or as file/reel number.

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer

By Deputy

E. Willard Cedarleaf

3927 South Sixth

Klamath Falls, Oregon 97601

GRANTEE'S NAME AND ADDRESS

After recording return to:

as above

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

as above

NAME, ADDRESS, ZIP

Beginning at a point 200 feet West of the Southeast corner of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence from said point of beginning continuing West along the South line of said Section 12, a distance of 500 feet; thence due North 300 feet; thence due East 500 feet; thence due South 300 feet to the point of beginning.

TOGETHER WITH an access road easement being a strip of land 60.0 feet in width situate in the SE $\frac{1}{4}$ of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, being 30.0 feet on either side of the following described centerline:

Beginning at a point on the Easterly right-of-way line of State Highway No. 66 as same is presently located and constructed, from which point a 1" iron pin marking the South $\frac{1}{4}$ section corner of said Section 12 bears South 74° 12' 05" West 1360.7 feet distant; thence South 62° 48' 45" East 360.44 feet to a point; thence around a 57.296° curve to the left, the long chord of which bears North 78° 36' 55" East 124.71 feet, 134.64 feet to a point; thence North 40° 02' 35" East 285.90 feet to a point; thence around a 11.459° curve to the right, the long chord of which bears North 47° 49' 50" East 135.50 feet, 135.92 feet to a point; thence North 55° 37' 05" East 70.49 feet to a point; thence around a 38.197° curve to the right, the long chord of which bears South 85° 34' 43" East 187.99 feet, 203.18 feet to a point; thence South 46° 46' 30" East 387 feet, more or less to the intersection with the Northerly boundary of the water storage reservoir site, described in Deed recorded in Volume M78, page 7881, Microfilm Records of Klamath County, Oregon, with the Northeasterly and Southwesterly boundaries of the 60 foot easement extending South 46° 46' 30" East to their intersection with the Northerly and Westerly boundaries of the storage reservoir site respectively, thence in a Southwesterly direction, 150 feet more or less to the intersection of the East line of the above described property.

1. Taxes for the fiscal year 1979-1980, a lien, not yet due and payable.

2. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.

3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Suburban Water Company.

4. Right-of-Way Easement, including the terms and provisions thereof,
Dated: June 4, 1978

Recorded: December 13, 1978

Volume: M78, page 27903, Microfilm Records of Klamath County, Oregon

In Favor of: Pacific Power & Light Company, a corporation

For: Electric transmission and distribution line

(Affects SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Sec. 12, T. 39 S., R. 8 E. W. M.)

5. Right-of-Way Option, including the terms and provisions thereof,
Dated: May 11, 1979

Recorded: May 14, 1979

Volume: M79, page 11039, Microfilm Records of Klamath County, Oregon

In Favor of: Pacific Power & Light Company, a corporation

For: An easement for right of way 175 feet in width

(Affects SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 12, T. 39 S., R. 8 E. W. M.)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 10th day of October A. D. 1979 at 11:02 clock AM. and

fully recorded in Vol. M79, of Deeds on Page 23928

Wm D. MILNE, County Clerk

By Bernetha Hetch

Fee \$7.00