

DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT ERNEST R. SESSOM and DORIS C. SESSOM, husband and wife, convey and warrant unto HOWARD C. HASSETT and MARY A. HASSETT, husband and wife, Grantees, the following described real property free of encumbrances except as shown on this Deed; to-wit:

A parcel of land lying in the NE1/4 NE1/4 of Section 19, Township 38 South, Range 9 East, W.M., Klamath County, Oregon and being that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 142, Page 222 of Klamath County Record of Deeds containing approximately one acre. Subject to the following reservations in favor of the State of Oregon contained in that certain deed recorded in Vol. M-75 at page 12811 of the records of Klamath County:

"Excepting and reserving to itself, its successors, and assigns, all geothermal resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be reasonably necessary for prospecting for, exploring for, mining, extracting, reinjecting, storing, drilling for and removing such geothermal resources; provided, however, that the rights hereby reserved to use the surface for any of the activities shall be subordinate to that use of the surface of the premises deeded herein, or any part thereof, being made by the owner thereof on the date the State of Oregon leases its reserved geothermal resources; in the event such use of the premises by a surface rights owner would be damaged by one of the activities described above then such owner shall be entitled to compensation from the State's lessee to the extent of the diminution in value of the surface rights owner's interest.

This conveyance is made upon the express condition that the above-described land shall never be used for the placing or maintenance of any advertising sign, display or devise, except such sign, display or devise used to advertise the activities conducted on said land, or the sale or lease of said land or any portion thereof, and upon the further express condition that said land shall never be used as a place for the open storage, keeping, buying, selling, dismantling or other processing of any junk, scrap, junked motor vehicles or parts thereof, debris, trash, waste or other such materials, including any garbage dump or sanitary fill.

In the event of violation of the condition pertaining to advertising signs, displays or devices, Grantor shall have the right, through its authorized officers, agents or employees, to enter upon said land and remove, destroy or obliterate any unauthorized sign, display or device, without liability for damage or injury thereto, and to recover the cost of such removal, destruction or obliteration from the owner of said land.

In the event of the violation of the condition pertaining to open storage, keeping, buying, selling, dismantling or other processing of junk, scrap or other material mentioned above on said land, Grantor shall have the right, through its authorized officers, agents or employees to enter upon said land and remove or destroy any unauthorized junk, scrap or other material mentioned above and recover the cost of such removal or destruction from the owner of said land, or Grantor may, at its election, notify the owner of said land to eliminate the cause of the violation and upon the failure to do so within 30 days from the receipt of said notice, Grantor may declare this deed to be forfeited and thereupon all right, title and interest herein granted shall revert to and vest in Grantor, without necessity of re-entry by Grantor."

Also, subject to reservations, restrictions, easements and rights of way of record and those apparent on the land.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

TO HAVE AND TO HOLD said premises with their appurtenances unto said Grantee, their heirs, devisees, grantees, successors and assigns, forever.

The true and actual consideration paid for this transfer stated in terms of dollars is \$15,000.00.

15825

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first herein written.

Ernest R. Sessom
Ernest R. Sessom

Doris C. Sessom
Doris C. Sessom

STATE OF OREGON)
County of Klamath) SS

On this 3 day of September, 1986, personally appeared the above named Ernest R. Sessom and Doris C. Sessom and acknowledged the foregoing Instrument to be their voluntary act and deed. BEFORE ME:

(SEAL)

Linda M. Henning
Notary Public for Oregon
My Commission expires 4-21-89

UNTIL A CHANGE IS REQUESTED ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:
Howard C. Hassett, _____

After Recording return to : Howard C. Hassett _____

STATE OF OREGON; County of Klamath: SS

I hereby certify that the within instrument was received and filed for record on the 3rd day of September, A.D., 19 86 at 11:15 M. and duly recorded in Vol. M86 of DEED RECORDS on Page 15824.

FEE: \$ \$14.00

Evelyn Biehn County Clerk

By Bernetha A. Heloch Deputy.

Ret: + Tax Statement
Howard Hassett
6719 Bechtol
City 97603

\$14.00 ca