

KNOW ALL MEN BY THESE PRESENTS, That A. W. BRINK

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by THE NATURE CONSERVANCY, a Washington D.C. non-profit corporation, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and and grantee's heirs, successors and assigns, the 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 ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO THE RESERVATION OF A LIFE ESTATE TO A. W. BRINK MORE PARTICULARLY DESCRIBED IN RIDER A ATTACHED HERETO AND MADE A PART HEREOF**

"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 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 and the above granted premises, free from all encumbrances EXCEPT those of record and 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 \$ GIFT. However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the 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 29th day of November, 19 89, 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.

A. W. Brink
A. W. Brink

STATE OF OREGON,
County of Klamath ss.
November 29, 19 89

Personally appeared the above named
A. W. Brink

STATE OF OREGON, County of _____ ss.
19 _____

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:

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires:

and acknowledged the foregoing instrument as his voluntary act and deed.

NOTARY
Public for Oregon
My commission expires: 5-1-92

A. W. Brink
5050 Shasta Way
Klamath Falls OR 97601
GRANTOR'S NAME AND ADDRESS
THE NATURE CONSERVANCY
1815 North Lynn Street
Arlington, VA 22209
GRANTEE'S NAME AND ADDRESS
The Nature Conservancy
1815 North Lynn St.
Arlington, VA 22209
NAME, ADDRESS, ZIP
5050 Shasta Way Klamath Falls OR 97601
NAME, ADDRESS, ZIP

STATE OF OREGON, ss.
County of _____
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.

By _____ Recording Officer
Deputy

23474

LEGAL DESCRIPTION

Beginning at a point on the South line of the North half of Section 4, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, which is the intersection of said South line with the Easterly water line of Spring Creek and which point of beginning is 864 feet, more or less, West of the quarter corner common to Sections 3 and 4 of said Township and range; thence East along the South line of the North half of said Section 4 a distance of 203 feet, more or less, to a point marked by an iron pipe; thence North 300 feet; thence West 135 feet to the edge of the water at the Easterly bank of Spring Creek; thence Southerly along the water's edge to the point of beginning, being a portion of the SE1/4 NE1/4 of Section 4, Township 34 South, Range 7 East of the Willamette Meridian.

"together with an easement for road purposes between the property above described and Highway #97 as now constructed, over the following described property: Southeast quarter of Northeast quarter of Section 4, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 3407 00400 00800
3407 00400 00900

RIDER A

The party of the first part reserves to himself the exclusive possession, use and enjoyment of the rents, issues and profits of the above granted lands and premises for and during the natural lifetime of the party of the first part, (hereinafter, "Life Tenant"). Life Tenant shall have the right to lease the premises for such consideration as he determines appropriate given the location and type of dwelling. Life Tenant shall be entitled to all proceeds generated by such lease during the life tenancy.

The Life Tenant shall maintain and keep in good repair and condition said land, together with any and all minerals and other rights appurtenant thereto, and any improvements thereon, shall not commit or permit waste, and shall be solely responsible for all expenses, and ordinary and extraordinary repairs. Life Tenant shall pay all taxes, liens and assessments accruing during said life tenancy, and retain full value fire and property damage insurance issued by a reputable company, for all improvements on the property, if any, during the life tenancy, such insurance to name The Nature Conservancy as its interest may appear. Life Tenant shall provide The Nature Conservancy with credible proof, at least annually, that said insurance premium, taxes, liens and assessments, if any, have been paid in full.

During said life tenancy, Life Tenant shall maintain adequate bodily injury and property damage liability insurance in a responsible company. Such insurance shall adequately protect both Life Tenant and The Nature Conservancy from any liability arising out of use of the property. Such policy or policies shall include The Nature Conservancy as an additional insured. Life Tenant shall indemnify and hold The Nature Conservancy harmless from and against any and all claims, suits, damages, costs, losses and expenses which may result from or arise out of Life Tenant's and invitees', lessees', licensees' and guests', or others' use and occupancy of the land hereby conveyed.

In the event Life Tenant fails to pay taxes or other claims, suits, costs and other expenses within one year after any such expense has become a lien against the property, or abandons said lands, and upon thirty days' written notice of such alleged failure to the Grantor (or such other person as may be subsequently designated in writing by the Grantor), the life tenancy hereby reserved may be terminated by The Nature Conservancy under a power of termination in the nature of an executory interest, which, if exercised by The Nature Conservancy, is exercised by mailing a notice of violation by certified mail to the last known

23477

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address of the Life Tenant. Said notice shall declare that the power of termination has been exercised and shall state the breach which caused the action. A copy of the notice shall simultaneously or subsequently be recorded in the appropriate land records.

Entry by The Nature Conservancy at the termination of the reserved life estate, in which ever manner terminated, shall not release said Life Tenant, their heirs, successors and assigns, from any claims or action The Nature Conservancy may have.

STATE OF OREGON: COUNTY OF KLAMATH: ss. Filed for record at request of Mountain Title Co. the 5th day of December A.D. 19 89 at 9:03 o'clock A M., and duly recorded in Vol. M89 on Page 23473 of Deeds

Evelyn Blahn County Clerk
By Bernetha J. Feltsch

FEE \$28.00