

KNOW ALL PERSONS BY THESE PRESENTS, made this 13th day of December, 1989, that KLAMATH IRRIGATION DISTRICT, an Oregon Irrigation District, Grantor, for the consideration hereafter stated, has bargained and sold and by these presents does grant, bargain, sell and convey unto DAVID L. GIBSON and ALISA A. GIBSON, husband and wife, Grantees, the following described premises in Klamath County, Oregon to wit:

A Parcel of Land containing 1 acre, more or less, situated in the NE 1/4 of Section 19, Township 39 South, Range 10 E.W.M., Klamath County, Oregon, more particularly described in Exhibit A attached hereto and made a part of this Deed by this reference thereto.

The true and actual consideration for this transfer is \$4,500.00.

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

The Grantor hereby covenants that as of December 15, 1989, it was the fee simple owner of said premises, that they were free of all encumbrances except those set forth in Exhibit A attached to this Deed and made a part hereof by this reference thereto; that it will warrant and defend the same from all lawful claims except those matters set forth in said Exhibit A which the Grantees have agreed to take subject to and to fully observe and perform and except for any matters suffered or created by the Grantees.

IN WITNESS whereof it has caused this Deed to be executed the day and year first herein written.

KLAMATH IRRIGATION DISTRICT

By Marty Chin
Its President

By David A. Solem
Its Secretary

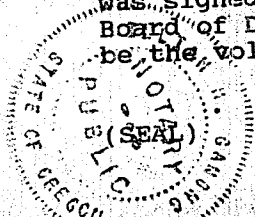
STATE OF OREGON)
County of Klamath) SS

On this 13th day of December, 1989, personally appeared Marty Chin and David A. Solem, who being duly sworn, did each say: that Marty Chin is the President and David A. Solem is the Secretary of Klamath Irrigation District, and that the Seal affixed to this instrument is the official seal of said Irrigation District and that said instrument was signed on behalf of said Irrigation District by authority of its Board of Directors, and each of them acknowledged said instrument to be the voluntary act and deed of said Irrigation District. BEFORE ME:

L. M. Gary
Notary Public for Oregon
My commission expires: 11-2-90

Until a change is requested all Tax Statements shall be sent to the following address: Mr. & Mrs. David L. Gibson, 6516 Palomino Court, Klamath Falls, OR 97603.

89 DEC 25 PM 4 40



A Parcel of Land containing one acre, more or less, situated in the NE $\frac{1}{4}$ of Section 19, Township 39 South, Range 10 E.W.M., Klamath County, Oregon more particularly described as follows:

Beginning at a Point on the Northerly Right of Way Line of the "B" or East Branch Canal which is South 56°24' East a distance of 107.2 feet, more or less, and North 33°36' East a distance of 50 feet, more or less, from the Point which marks the intersection of the Center Lines of the "A" or Main Canal, the "B" or East Branch Canal and the "C" or South Branch Canal, which said Point is also the Point of Beginning of the Parcel of Land conveyed to Klamath Irrigation District by Enterprise Irrigation District by the Deed recorded in Vol. 293 at Page 318 of Klamath County Deed Records and which is also the Point of Beginning of the Parcel of Land conveyed to Klamath Irrigation District by Merle West and Emma J. West, husband and wife, by the Deed Recorded in Vol 313 at Page 273 of Klamath County, Oregon Deed Records;

Thence, North 56°24' West along the "B" Canal Right of Way Line, being the most Southerly line of said Parcel conveyed by Merle West et ux, a distance of 19.7 feet; more or less;

Thence, North 33°36' East along the line of said Parcel conveyed by Merle West et ux, a distance of 25.0 feet, more or less, to the Right of Way Line of the "A" Canal;

Thence, North 56°24' West along said "A" Canal Right of Way Line, being also the line of said Parcel conveyed by Merle West et ux, a distance of 30.3 feet, more or less, to the Lot Line of Lot 27 of Tract No. 1099, Rolling Hills, according to the Official Plat thereof filed and recorded in the Records of Klamath County, Oregon;

Thence, North 33°36' East (North 33°20'12" East in said Rolling Hills Plat) along the line of said Parcel conveyed by Merle West et ux and said Lot Line of Lot 27 of Rolling Hills, a distance of 125.0 feet, more or less;

Thence, South 56°24' East (South 56°39'48" East in said Rolling Hills Plat) along the line of said Parcel conveyed by Merle West et ux and said Lot Line of Lot 27 of Rolling Hills a distance of 50 feet, more or less, to the most Northeasterly corner of said Parcel of Land conveyed by Merle West and Emma J. West to Klamath Irrigation District, and which is also the most Northwesterly Corner of said Parcel of Land conveyed to Klamath Irrigation District by Enterprise Irrigation District;

Thence, continuing South 56°24' East parallel to the Center Line of said "B" Canal (South 56°39'48" East in said Rolling Hills Plat) along the Line of said Parcel conveyed by Enterprise Irrigation District and the Lot Lines of Lot 27, Lot 17 and Lot 16 of Rolling Hills a distance of 239.4 feet, more or less, to the most Northwesterly corner of the Tract of Land conveyed by Klamath Irrigation District to M.S. West and Emma J. West, husband and wife, by Deed Recorded in Vol 314 at Page 97 of Klamath County, Oregon Deed Records;

Thence, South 00°05' West (South 00°10'49" East in said Rolling Hills Plat) along the Line of said Tract of Land conveyed to M. S. West et ux and the Lot Line of Lot 16 of Rolling Hills a distance of 92.2 feet, more or less, to the Point of Beginning of said Tract of Land conveyed by Klamath Irrigation District to M. S. West and Emma J. West;

Thence, South 33°36' West (South 33°20'12" West in said Rolling Hills Plat) along the Line of said Parcel conveyed by Enterprise Irrigation District and the Lot Line of Lot 16 of Rolling Hills to a Point on the Northerly Right of Way Line of the "B" Canal, which Point is opposite Station 497 plus 20.4 of the Center Line of said "B" Canal;

Thence, Northwesterly along the Northerly Right of Way Line of said "B" Canal, being the Line of said Parcel of Land conveyed by Enterprise Irrigation District a distance of 290.4 feet, more or less, to the Point of Beginning.

EXCEPTING AND EXCLUDING therefrom the following:

(1) Any portion of the above described premises which may lie within any part of said "A" Canal or said "B" Canal, their banks and levee as they are presently constructed and actually exist upon the land.

(2) Any portion of the above described premises which may lie within Tract No. 1099, Rolling Hills, according to the Official plat thereof.

(3) The existing bridge, it being understood that Klamath Irrigation District intends to dismantle and remove the same and reserves an easement to enter into and upon the premises for the purpose of tearing down, dismantling and removing said bridge.

(4) Any right of access to said premises for utilities or ingress or egress or, without limitation by the foregoing recital, for any other purpose whatsoever across any lands retained by the Grantor.

SUBJECT TO THE FOLLOWING:

(1) Klamath Irrigation District hereby reserves and retains for the benefit of itself and the United States of America and for their respective successors and assigns a perpetual right, right of way, easement and servitude in and upon the land herein sold for all percolation, seepage, leakage, overflow, flooding or any failure or lack of drainage which now exists or which at any time heretofore has occurred or resulted from any irrigation or drainage facility now constructed or in existence on or near any part of the said premises.

(2) Grantees shall not suffer or permit any waters to drain, seep or percolate from said premises into the Klamath Project System and Purchaser and his heirs, devisees, personal representatives, grantees, vendees, transferees, and assigns agree in all and any events to forever and in perpetuity indemnify, defend, and hold Klamath Irrigation District and the United States of America and their respective successors and assigns wholly harmless, without limitation by the following recital, from any and all claims, suits, actions, proceedings, liability, injuries, or damages including those which are not presently known or foreseeable arising, resulting, occurring, or attributable directly or indirectly in whole or in part to any such waters including the quality of such waters and any costs and expenses of cleaning, treating, or eliminating such waters.

(3) Grantees and their heirs, devisees, personal representatives, grantees, vendees, transferees and assigns shall be responsible for constructing and maintaining a fence adequate to prevent children from obtaining access from the premises herein conveyed to the right of way of the B Canal or any other adjacent right of way, canal, ditch or drain of the United States or controlled by Klamath Irrigation District and they agree in perpetuity to indemnify, defend and hold Klamath Irrigation District and the United States of America and their respective successors and assigns harmless from any and all claims, suits, actions, proceedings, liability, injuries or damages arising, resulting, occurring, directly or indirectly in whole or in part from their failure to construct and maintain such a fence.

(4) The Grantees have inspected and are familiar with the property and accept it in its "As Is" condition and Grantor warrants nothing concerning the physical condition of said premises and property.

(5) All matters excepted or not insured against in the title insurance policy being obtained by Grantees and to easements and rights of way apparent on the land, if any there may be.

(6) The Grantees understand and agree that the Property has no water right and is not within Klamath Irrigation District and that Grantor has no obligation or duty to deliver water to said Property but that the Grantees may each year file an application for temporary use of surplus rental water to be pumped by Grantor at their sole cost and expense and without any cost, expense or obligation on the part of Klamath Irrigation District by a pump to be installed by Grantees at their own expense in such a manner and at such points that may be designated from time to time by Klamath Irrigation District. It shall be the obligation of the Grantees to obtain any permits and permission necessary to transmit the water from his said pump across the property of the United States and any other intervening landowner to the property herein sold and to pay all expenses of the pumping and delivery of said water to the property herein sold. Klamath Irrigation District reserves the right to terminate or refuse to renew any such water rental contract at any time for any reason. Any rental water contract and the use of Klamath Project Water is subject to all of the applicable terms, conditions, rules, regulations, orders, directives and laws of the United States of America.

(7) Grantees take the property subject to the rights of the people currently in possession of the subject property.

(8) All of the above agreements, covenants, rights, grants, rights of way, easements, prescriptions and servitudes shall forever and perpetually run with and bind all of the land sold and purchased by this Land Sale Contract for the benefit of the Klamath Irrigation District, the United States and their respective successors and assigns.

AND ALSO SUBJECT TO THE FOLLOWING LAW:

"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." ORS 93.040

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Wm. M. Ganong, Attorney at Law
on this 26th day of December A.D., 19 89
at 4:40 o'clock P. M. and duly recorded
in Vol. M89 of Deeds Page 24883.

Evelyn Blehn County Clerk
By Bernetha St. John

Deputy.

Fee, \$23.00

Rec'd.
Wm M Ganong.
292 Main St
Elk - 23rd St.