

92836

12-23-94A10:38 RCVI

K-47409

WARRANTY DEED

Vol. m94 Page 38728

KNOW ALL MEN BY THESE PRESENTS, That R. Allen Bateman aka Allen Bateman and
Louisa B. Bateman aka Louisa Brown Bateman
 hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by
The Nature Conservancy
 hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs,
 successors and assigns, that certain real property, with the covenants, hereditaments and appurtenances thereunto
 belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows,
 to-wit:

See Exhibit "A" for Legal Description Attached

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever.
 And grantor hereby covenants to and with 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

and that
 grantor will warrant and forever defend the 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 \$A. 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, where the context so requires, the singular includes the plural and all grammatical
 changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 22 day of December, 1994;
 if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person
 duly authorized to do so by order of its board of directors.

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 AND TO DETERMINE ANY
 LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN
 ORS 30.930

R. Allen Bateman aka Allen Bateman

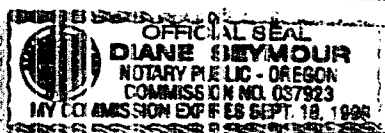
Louisa B. Bateman aka Louisa Brown Bateman

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on December 22, 1994,
 by R. Allen Bateman and Louisa Brown Bateman

This instrument was acknowledged before me on December 22, 1994,
 by R. Allen Bateman and Louisa Brown Bateman

at



Diane Seymour

Notary Public for Oregon
 My commission expires September 18, 1998

Grantor's Name and Address

Grantee's Name and Address

After recording return to (Name, Address, Zip):

The Nature Conservancy
1815 North Lynn Street
Arlington, Virginia 22209

Still recording return to (Name, Address, Zip):

The Nature Conservancy
1815 North Lynn Street
Arlington, Virginia 22209

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON,

County of Klamath ss.

I certify that the within instrument
 was received for record on the 22 day
 of December, 1994, at
2 o'clock P.M., and recorded in
 book/reel/volume No. on page
 and/or as fee/file/instru-
 ment/microfilm/reception No. ,
 Record of Deeds of said County.

Witness my hand and seal of
 County affixed.

NAME

TITLE

By , Deputy.

EXHIBIT "A"
LEGAL DESCRIPTION

The following described real property situate in Klamath County, Oregon.

The W¹/₂SE¹/₄ and Lots 3, 4 and 5 of Section 34, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

and

All those parcels of real estate in Lots 3, 4, 5, 8, 9 and 10, in Section 34, Township 36 S, Range 7 E, Willamette Meridian, which lies Westerly of the following described line:

Beginning at the brass-capped monument marking the one-fourth corner common to Sections 27 and 34, Township 36 South, Range 7 East, Willamette Meridian, Klamath County, Oregon; thence S. $89^{\circ}55'10''$ E. along the line between said Sections 27 and 34, a distance of 2248.34 feet to a rock mound set by Weyerhaeuser Timber Company to mark the meander corner on said section line; thence S. $01^{\circ}32'21''$ E. a distance of 1305.64 feet to a one-inch iron pipe in a rock mound; thence East a distance of 198.32 feet to a point that is along the shore line of Upper Klamath Lake, said point being westerly above the high lake water elevation of 4043.3 feet; thence following said shore line in a southerly direction on a line that is westerly above said high water elevation, the following courses and distances:

South 54.98 feet to a spike; S. $06^{\circ}40'55''$ E. 257.59 feet; S. $09^{\circ}47'00''$ W. 115.26 feet; S. $18^{\circ}58'10''$ W. 217.08 feet; S. $09^{\circ}58'10''$ W. 213.63 feet; S. $03^{\circ}31'30''$ E. 214.81 feet; S. $02^{\circ}36'30''$ E. 155.35 feet; S. $13^{\circ}36'30''$ E. 168.30 feet; S. $03^{\circ}40'55''$ W. 111.59 feet; S. $12^{\circ}53'15''$ W. 259.89 feet; S. $20^{\circ}54'35''$ W. 85.59 feet; S. $16^{\circ}51'15''$ W. 185.03 feet; S. $00^{\circ}57'25''$ E. 252.25 feet; S. $13^{\circ}23'15''$ E. 90.97 feet; S. $06^{\circ}26'15''$ W. 205.71 feet; S. $08^{\circ}47'05''$ W. 217.09 feet to an "X" on an 8' by 6' rock; S. $13^{\circ}11'20''$ W. 119.64 feet; S. $04^{\circ}28'00''$ W. 167.50 feet; S. $12^{\circ}08'30''$ E. 182.50 feet; S. $05^{\circ}37'30''$ E. 275.94 feet; S. $11^{\circ}27'50''$ E. 202.95 feet; and S. $08^{\circ}55'00''$ E. 233.95 feet to a one-half inch iron pin that is easterly a distance of 13.00 feet from a post and rock mound set by Weyerhaeuser Timber Company to mark the meander corner on the south line of said Section 34.

RESERVING unto the grantors a life estate in and to Government Lot 5 of Section 34, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

LANGUAGE FOR A LIFE ESTATE
THE NATURE CONSERVANCY

RIIIR 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 land 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 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

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: S.

Filed for record at request of Klamath County Title Co the 23rd day
of Dec A.D. 19 94 at 1:38 o'clock AM., and duly recorded in Vol. M94,
of Deeds on Page 38728.

FEE \$40.00

Evelyn Biehn County Clerk

By Pauline Mullendore