

CANCELLATION DEED

This Cancellation Deed is made by and between WAYNE M. COLE (hereinafter referred to as grantor), and LEONARD R. PUTNAM and MARY JEAN PUTNAM (hereinafter referred to as grantees), is intended to cancel, rescind and nullify nunc pro tunc those certain instruments entitled Earnest Money Agreement dated the 7th day of December, 1979, a memorandum of which was dated the 7th day of January, 1980 and recorded at Klamath County Deed Records M80, page 363 and deed dated January 7, 1980 and recorded at Klamath County Deed Records M95, page 2017. Copies of said instruments are attached hereto as Exhibits A, B and C respectively and incorporated herein.

TAX STATEMENTS: No Change.

STATEMENT OF CONSIDERATION:

The true and actual consideration stated in terms of dollars is \$0. However, the actual consideration consists of or includes other property or value given or provided which is the whole consideration.

RECITAL:

The instruments set forth in Exhibits A, B and C were the product of mutual mistake of the parties and the parties desire to cancel, rescind and nullify said instruments nunc pro tunc as though they were never executed nor recorded.

CANCELLATION AND RESCISSION NUNC PRO TUNC:

NOW, THEREFORE, in consideration of the mutual promises herein and other non-monetary consideration, receipt of which is hereby acknowledged, Grantor and Grantees agree that the instruments recorded at Klamath County Deed Records M80, page 363 and M95, page 2017 are cancelled and nullified and any conveyance or transfer effectuated by said instrument is rescinded nunc pro tunc; and further, that Grantees LEONARD R. PUTNAM and MARY JEAN PUTNAM do hereby disclaim any acceptance of any conveyance or transfer by said instrument of any right, title or interest in the real property situated in Klamath County, Oregon and described as is set out in Exhibit A.

Grantee, LEONARD R. PUTNAM and MARY JEAN PUTNAM, do hereby remise, release and quitclaim nunc pro tunc unto Grantor, WAYNE M. COLE, any and all right, title and interest in the above-described real property with the tenements,

CANCELLATION DEED - Page 1

AFTER RECORDING RETURN TO:
Robert Hamilton, Attorney
900 W 8th St.
Medford, OR 97501

26446

hereditaments and appurtenances thereunto belonging or in anywise appertaining, that may have been or was granted, bargained, sold or conveyed to them by said instrument in Exhibits A, B and C.

IN WITNESS WHEREOF, the parties have executed this instrument this ____ day of _____, 1998.

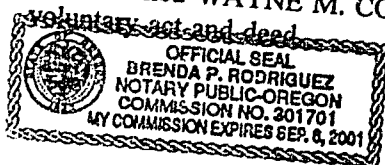
Wayne M. Cole
Wayne M. Cole, Grantor

Leonard R. Putnam
Leonard R. Putnam, Grantee

Mary Jean Putnam
Mary Jean Putnam, Grantor

STATE OF OREGON)
County of Klamath) ss.

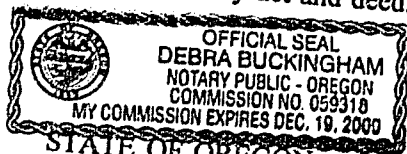
Personally appeared before me on the 7th day of July, 1998, the above-named WAYNE M. COLE and acknowledged the foregoing instrument to be his voluntary act and deed.



Brenda P. Rodriguez
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-8-01

STATE OF OREGON)
County of Klamath) ss.

Personally appeared before me on the 14th day of July, 1998, the above-named LEONARD R. PUTNAM and acknowledged the foregoing instrument to be his voluntary act and deed.

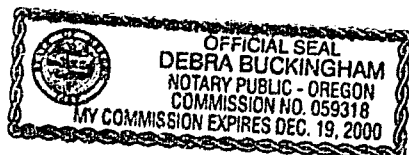


Debra B.
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12-19-2000

STATE OF OREGON)
County of Klamath) ss.

Personally appeared before me on the 20th day of July, 1998, the

above-named MARY JEAN PUTNAM and acknowledged the foregoing instrument to be her voluntary act and deed.



Debra B.
NOTARY PUBLIC FOR OREGON

My Commission Expires: 12-19-2000

EARNEST MONEY AGREEMENT

RECEIVED OF LEONARD R. PUTNAM and MARY JEAN PUTNAM, husband and wife, hereinafter called "Buyers", the sum of \$1,000.00 as earnest money, and in part payment for the real property described in Exhibit "A", attached hereto, and incorporated herein by this reference.

ARTICLE I. PROPERTY TO BE SOLD

1.01 The property of Seller to be sold to Buyer pursuant to this Agreement consists of the following:

A. Fee title to the real estate legally described in Exhibit "A" hereto located in Klamath County, Oregon, together with all interest of Seller in and to appurtenances thereto.

ARTICLE II. PURCHASE PRICE

2.01 The purchase price of the real property shall be the sum of \$175,000.00.

ARTICLE III. PAYMENT OF PURCHASE PRICE

3.01 The purchase price of the real property shall be paid as follows:

A. The sum of \$1,000.00, which has been paid into the Trust Account of Henderson & Molatore, Attorneys at Law, contemporaneously with the execution of this agreement. Said sum shall constitute the earnest money for all purposes of this agreement. No interest shall accrue or become payable on such earnest money payment.

B. The sum of \$24,000.00 upon closing, which said sum shall constitute a down payment.

C. The balance of the purchase price in the sum of \$150,000.00 shall bear interest at the rate of 9% per annum, which

1 interest shall commence on the 4th day of January, 1980. The
2 parties shall enter into a Contract of Sale on the 4th day of
3 January, 1980, which shall be the date of closing. That Contract
4 of Sale shall require annual payments, the first of which shall
5 be due and payable on the 4th day of January, 1981, and a like
6 payment on the 4th day of January of each and every year there-
7 after until said purchase price is paid in full. The amount of
8 the annual payments shall be \$ 18,609.00. The Contract of Sale
9 shall be placed in escrow, at a reputable title company in Klamath
10 County, Oregon for collection. The Contract of Sale will not
11 allow pre-payments to be made within the first five years of the
12 contract period, but the contract shall be paid in full no later
13 than fifteen years from the date of closing.

14 3.02 Title to the real property. Seller covenants with
15 Buyer that Seller has marketable title in the real property des-
16 cribed herein. However, it is understood between Buyer and Seller
17 that there is currently a VA Mortgage existing on the property
18 which Seller covenants with Buyers to pay and have paid in full
19 at the time Buyers make full payment for the real property des-
20 cribed herein. Seller shall, at Seller's expense, deliver to
21 Buyers not less than two weeks after the execution of this agree-
22 ment, a preliminary report of title insurance evidencing marketabl
23 title in the Sellers, and title exceptions pertaining to liens or
24 encumbrances of an ascertainable amount which may be removed by
25 the payment of money at the time of closing, and which Seller
26 may so remove at that time by using a portion of the purchase
27 price to be paid at closing, with the exception of the VA Mortgage
28 described above. The Buyer's policy of title insurance provided

1 by the closing escrow holder describing the land and the estate
2 or interest set forth therein shall constitute conclusive
3 evidence of marketable title and Seller's covenant of marketable
4 title shall be co-extensive with, but not greater than the cover-
5 age afforded by said title insurance policy. If the preliminary
6 title report shows any defect in the title (or if any defect is
7 discovered not contained in the title report shall appear prior
8 to closing date) then Seller agrees to do all that he reasonably
9 can to remove such defect immediately. If such defect cannot be
10 removed by all reasonable means by the closing date provided for
11 in this agreement and these instructions, then Seller may at his
12 discretion by written notice to Buyer, and also the closing escrow
13 holder to do either of the following:

14 1. Postpone the closing date of this transaction
15 for such time as Seller may wish, not exceeding three months in
16 the aggregate, to allow Seller further time to remove such
17 defects;

18 2. To rescind this transaction in its entirety.
19 This provision shall not apply to any defect created by Buyer,
20 and Buyer shall accept title subject to such defect.

21 ARTICLE IV. CLOSING AND POSSESSION

22 4.01 Closing. This transaction shall be closed on
23 January 4, 1980; subject, however, to the provisions of 3.02.

24 4.02 Delivery of Possession. Possession of the property
25 shall be delivered to Buyer on the execution of this agreement.

26 ARTICLE V. PRO-RATION

27 5.01 Adjustments. All items customarily pro-rated in
28 connection with the closing of the sale of property similar to

1 the real property described herein shall be pro-rated between the
2 parties and computed as of 11:59 P.M. on the date immediately
3 proceeding the aforesaid closing date. The pro-rations and
4 adjustments shall include the following:

5 A. Real property taxes and personal taxes, and levies
6 and assessments, both rolled and unrolled, shall be pro-rated.

7 B. Prepaid fire insurance premiums on all real property
8 improvements to be acquired by Seller shall be pro-rated as of
9 the date of closing.

10 C. Irrigation and water charges on the real property to
11 be acquired by Seller shall be prorated as of the closing date.

12 D. All sums charged by the Closing Escrow Holder for
13 its services in the performance of its services under this Agree-
14 ment and these Instructions shall be paid one-half by Seller, and
15 one-half by Buyer.

16 E. Seller shall pay for the recording of the Contract of
17 Sale, or Notice of the Contract, and Buyer shall pay for other
18 recording fees.

19 F. Seller shall pay for all premiums of title insurance
20 to be issued on the property by the Closing Escrow Holder.

21 G. Seller shall pay the fees of Henderson & Molatore,
22 Seller's attorneys.

23 H. It is agreed and understood between the parties that
24 in the event any change in use of the property, change in zoning
25 classification of the property, or any other character change in
26 the property may be the cause for a levy against the property for
27 back taxes, that the Buyer hereunder shall all of said back taxes.
28

ARTICLE VI. BUYER'S REPRESENTATIONS
AND COVENANTS

1 6.01 "As Is" Sale. Seller and Buyer hereby expressly
2 agree that the property is hereby sold on an "as is" basis only.
3 Buyer has examined the property aforesaid, and is completely
4 satisfied with its condition. The Seller hereby expressly dis-
5 claims any and all warranties and representations expressed or
6 implied as to the state of the property, and assets, their area,
7 condition, quality, quantity, character, size or description or
8 suitability or fitness for any use, whether existing or contem-
9 plated, matters of zoning or survey, or in any other respect, and
10 makes no agreement as to the condition of the title thereto,
11 except as herein expressly provided. Buyer hereby expressly
12 waives all rights conferred by statute or other law to make any
13 claim whatsoever against Seller before or after the closing of
14 this transaction with respect to any matter arising out of or
15 in connection with any of the foregoing.

16 ARTICLE VII. MISCELLANEOUS

17 7.01 Entire Agreement. This instrument contains the
18 entire agreement between the parties, and Buyer agrees that
19 Seller has not, and that no agent of Seller has, made any repre-
20 sentation or promise with respect to, or affecting the property
21 or this agreement not expressly contained herein.

22 7.02 Governing law. The provisions of this agreement
23 shall be governed by, and construed in accordance with, the
24 laws of the State of Oregon.

25 7.03 Captions. The captions contained in this agreement
26 are for convenience only and are not intended to limit or define
27 the scope or effect of any provision of this agreement.

28 7.04 Earnest Money. The earnest money payment and the

1 original of this agreement shall be held by the attorney for the
2 Seller and the Buyer's Earnest Money shall be retained in the
3 Trust Account of the Attorney for the Seller.

4 7.05 Time of essence. Time is of the essence of this
5 agreement.

6 7.06 Default; specific performance. If Seller shall de-
7 fault hereunder, Buyer shall be entitled to a recovery of the
8 Earnest Money and any other payments theretofore made on account
9 of the purchase price and the foregoing remedy shall be exclusive
10 and in lieu of all other remedies provided by law, including
11 without limitation, the recovery of damages of any type.

12 7.07 Seller's remedy. By execution of this agreement,
13 Seller acknowledges a deposit by Buyer of the sum of \$1,000.00
14 as consideration for entering into this transaction. In the
15 event of a default in the performance or observance of any of the
16 provisions of this agreement by the closing date or any exten-
17 sion thereof, the \$1,000.00 shall be delivered to Seller. The
18 right to retain the \$1,000.00 shall be the sole remedy of Seller
19 as Seller's liquidated damages.

20 7.08 Notices. All notices herein required shall be in
21 writing and shall be served on the parties at the addresses
22 following their signatures or at such other address as either
23 party may hereafter designate in writing for service of notice
24 to itself. The mailing of a notice by certified or registered
25 mail, return receipt requested, or delivery thereof by messenger,
26 shall be sufficient service.

27 7.09 Survival of conditions. The terms and conditions
28 of this agreement, and all representations, covenants, warranties,

1 and agreements made herein, shall survive the closing of this
 2 transaction, and shall not be deemed to have merged or terminated
 3 upon closing.

4 7.10 Binding effect. The provisions of this agreement
 5 shall insure to the benefit of, and shall be binding upon, the
 6 successors in interest and assigns of the respective parties
 7 hereto.

8 ARTICLE VIII. ATTORNEYS FEES

9 8.01 Attorneys fees. In the event suit or action is
 10 instituted to enforce any of the terms of this contract, the
 11 prevailing party shall be entitled to recover from the other
 12 party such sums as the Court may adjudge reasonable as attorneys
 13 fees at trial or on appeal of such suit or action in addition to
 14 other sums provided by law.

15 DATED this 7th day of December, 1979.

16
 17 Leonard R. Putnam
 18 LEONARD R. PUTNAM, Buyer

19 Mary Jean Putnam
 20 MARY JEAN PUTNAM, Buyer

21 ADDRESS: 2724 Summers Lane

22 Klamath Falls, OR 97601
 23 Wayne Cole
 24 WAYNE COLE, Seller

25 ADDRESS: Rt. 5, Box 923 P-4 Tingley Ln.
 26 Klamath Falls, OR 97601

A tract of land in Sections Twenty-seven (27), Twenty-eight (28), Thirty-three (33) and Thirty-four (34), all of Township Thirty-nine (39) South, Range Nine (9) East, Willamette Meridian, County of Klamath, State of Oregon, having an area of 135 acres, more or less, more particularly described as follows:

The southwest quarter of the southwest quarter of the southwest quarter (SW¹/₄SW¹/₄SW¹/₄) and the southwest quarter of the southeast quarter of the southwest quarter of the southwest quarter (SW¹/₄SE¹/₄SW¹/₄) and the southwest quarter of the northwest quarter of the southwest quarter of the southwest quarter (SW¹/₄NW¹/₄SW¹/₄) all of said Section 27 and the southeast quarter of the southeast quarter (SE¹/₄SE¹/₄) of said Section 28 and the northeast quarter of the northeast quarter (NE¹/₄NE¹/₄) of said Section 33 and the northwest quarter of the northwest quarter (NW¹/₄NW¹/₄) of said Section 34.

But reserving to the United States of America the right and easement to use and occupy for the purpose of constructing, reconstructing, operating, and maintaining a electric aircraft guidance beacons with necessary power and control wiring and appurtenances, a TV antenna pole and TV cable, and including access thereto on all that portion thereof lying within the following described property:

That portion of a parcel of land lying in the northwest quarter of the northwest quarter of Section 34, and the northeast quarter of the northeast quarter of Section 33 and the south half of the southeast quarter and the east half of the southwest quarter of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point South 33°22'39" East 1447.78 feet from the northwest corner of said Section 34, which point is on the north line of Kinsley Family Housing Annex; thence west 188.60 feet along the north line of said Family Housing Annex; thence North 11°00'23" West 118.25 feet; thence North 48°56'05" West 517.30 feet; thence North 39°00'28" West 714.33 feet; thence North 64°57'53" West 1286.30 feet; thence North 62°58'07" West 930.77 feet; thence North 53°51'11" West 857.78 feet; thence North 30°48'03" West 605.39 feet; thence North 43°41'53" West 622.41 feet; thence North 46°18'09" East 239.52 feet;

thence South 45°39'12" East 737.72 feet; thence South 36°46'12" East 336.38 feet; thence South 64°47'53" East 244.15 feet; thence North 25°12'07" East 90.00 feet; thence South 64°47'53" East 447.88 feet; thence North 63°50'04" East 32.04 feet; thence along a 50.00 radius curve to the right having a central angle of 180 degrees, and a length of 157.08 feet; thence South 63°50'04" West 108.63 feet; thence South 39°00'28" East 655.86 feet; thence South 48°56'05" East 464.37 feet; thence North 27°01'08" East 87.84 feet; thence along a 50.00 foot radius curve to the right having a central angle of 180 degrees, and a length of 157.08 feet; thence South 27°01'08" West 133.07 feet; thence South 35°43'27" East 176.56 feet to the point of beginning.

Said reservation having an area of 7.8 acres, more or less.

The bearings are referred to the State Plane coordinate system Oregon South Zone, with a correction factor of 0°51'58" to obtain true bearings.

Exh A to E.M. agreement

[Signature]

A tract of land in Section Twenty-eight (28), Township Thirty-nine (39) South, Range Nine (9) East, Willamette Base and Meridian, Klamath County, State of Oregon, having an area of 120 acres, more or less, and more particularly described as follows:

The northeast quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the southwest quarter of the southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) all of said Section 28.

But reserving to the United States of America the right and easement to use and occupy for the purpose of constructing, reconstructing, operating, and maintaining 4 electric aircraft guidance beacons with necessary power and control wiring and appurtenances, a TV antenna pole and TV cable, and including access thereto on all that portion thereof lying within the following described property:

That portion of a parcel of land lying in the northwest quarter of the northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, and the northeast quarter of the northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33 and the south half of the southeast quarter and the east half of the southwest quarter of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, State of Oregon, described as follows:

Beginning at a point South 23°22'39" East 1447.78 feet from the northwest corner of said Section 34, which point is on the north line of Kinnaley Family Housing Annex; thence west 188.60 feet along the north line of said Family Housing Annex; thence North 11°00'25" West 118.15 feet; thence North 48°56'05" West 517.30 feet; thence North 39°00'28" West 714.33 feet; thence North 64°57'53" West 1286.30 feet; thence North 82°58'07" West 930.77 feet; thence North 63°51'11" West 857.78 feet; thence North 30°48'05" West 605.39 feet; thence North 43°41'53" West 622.41 feet; thence North 46°28'09" East 239.52 feet; thence South 45°39'34" East 737.72 feet; thence South 36°46'12" East 336.38 feet; thence South 64°47'53" East 2644.45 feet; thence North 25°12'07" East 90.00 feet; thence South 64°47'53" East 447.88 feet; thence North 63°50'04" East 32.04 feet; thence along a 50.00 foot radius curve to the right having a central angle of 180 degrees, and

a length of 157.08 feet; thence South 63°50'04" West 108.63 feet; thence South 39°00'28" East 655.85 feet; thence South 48°56'05" East 464.37 feet; thence North 27°01'08" East 87.84 feet; thence along a 50.00 foot radius curve to the right having a central angle of 180 degrees, and a length of 157.08 feet; thence South 27°01'08" West 133.07 feet; thence South 35°43'27" East 176.56 feet to the point of beginning.

Said reservation having an area of 20.6 acres, more or less

The bearings are referred to the State Plane coordinate system Oregon South Zone, with a correction factor of 0°51'56" to obtain true bearings.

to be Etkin 5-15-71

K-73098

41B

Vol. ^m 80 Page 363

NOTICE OF CONTRACT

KNOW ALL MEN BY THESE PRESENT, that on the 7th day
of January 19 80, WAYNE M. COLE
As
seller, and LEONARD R. PUTNAM and MARY JEAN PUTNAM
As purchasers,
did enter into a Contract of Sale and Purchase of,

See Exhibit "A" attached hereto.

For the sum of \$175,000.00.

Dated this 7th day of January, 19 80.

WAYNE M. COLE, Seller

LEONARD R. PUTNAM, Buyer

MARY JEAN PUTNAM, Buyer

STATE OF OREGON }
County of Klamath } ss.

Personally appeared the above-named WAYNE M. COLE,
LEONARD R. PUTNAM & MARY JEAN PUTNAM, and acknowledged
the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON
By Commission Expires: 8-1-83

Return to KCTC.
Klamath County, Oregon
This document is a true and correct copy of the original as the same appears in the records of the County of Klamath, Oregon.

Exh B

99173

KNOW ALL MEN BY THESE PRESENTS, THAT

WAYNE H. COLE

Volume 95 Page 2017

Not called the grantor, for the consideration hereinafter stated to the grantee paid by **LEONARD R. PUTNAM and MARY JEAN PUTNAM**, husband and wife, hereinafter called the grantees, due hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the grantor and those assigns, that certain real property, with the improvements, improvements and appurtenances thereunto in any way appertaining, situated in the County of **Klamath**, State of Oregon, described as follows, to-wit:

See Exhibit "A" attached hereto.

In Here and to hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever.

And the grantor hereby covenants in and with grantees and the heirs of the grantees and their assigns, that grantees is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except reservations, restrictions, rights-of-way, easements of record and those apparent on the land, and that grantees 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 \$ 175,000.00

In witnessing this deed and where the premises hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 7 day of January, 1980, at 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.

WAYNE H. COLE

STATE OF OREGON,
County of **Klamath**
January 7, 1980

STATE OF OREGON, County of _____
Personally appeared _____, Jm.

Notary Public for Oregon
My commission expires _____

and that the said affixed to the foregoing instrument in the presence of said corporation and that said instrument was signed and sealed in full of said corporation for making of its deed of conveyance, and each of them subscribed said instrument to be its voluntary act and deed.

COPIES
SEAL

OFFICIAL
\$6 U.S.

WAYNE H. COLE
Rt. 1, Box 923-D-A
Tingley Lane
Klamath Falls, OR 97601
LEONARD R. & MARY JEAN PUTNAM
2704 Summers Lane
Klamath Falls, OR 97601

STATE OF OREGON,
County of _____
I certify that the within instrument was received for record on the day of _____, 19____

Notary Public for Oregon
My commission expires _____

at _____, _____, _____
in book _____ on page _____
filed number _____
Record of Deeds - 4 said county.
Witness my hand and seal of County aforesaid.

LEONARD R. & MARY JEAN PUTNAM
as of above

Recording Officer
by _____ Deputy

Exh C

EXHIBIT "A"
ADVERTISED SALE PARCEL
AREA "E" TRACT 1B
Revised 3/9/71

A tract of land in Sections Twenty-seven (27), Twenty-eight (28), Thirty-three (33) and Thirty-four (34), all of Township Thirty-nine (39) South, Range Nine (9) East, Willamette Meridian, County of Klamath, State of Oregon, having an area of 135 acres, more or less, more particularly described as follows:

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But reserving to the United States of America the right and easement to use and occupy for the purpose of constructing, reconstructing, operating, and maintaining 4 electric aircraft guidance beacons with necessary power and control wiring and appurtenances, a TV antenna pole and TV cable, and including access thereto on all that portion thereof lying within the following described property:

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Beginning at a point South 23°22'39" East 1447.78 feet from the northwest corner of said Section 34, which point is on the north line of Kinsley Family Housing Annex; thence west 128.60 feet along the north line of said Family Housing Annex; thence North 11°00'25" West 119.15 feet; thence North 48°56'05" West 517.30 feet; thence North 39°00'28" West 714.33 feet; thence North 64°57'53" West 1286.30 feet; thence North 82°58'07" West 930.77 feet; thence North 63°51'11" West 857.78 feet; thence North 30°48'05" West 605.39 feet; thence North 43°41'53" West 622.41 feet; thence North 45°18'09" East 239.52 feet;

EXHIBIT "A"

26460

2019

1487

thence South 45°30'11" East 737.72 feet; thence South 36°46'12" East 336.38 feet; thence South 64°47'53" East 244.15 feet; thence North 25°12'07" East 90.00 feet; thence South 64°47'53" East 447.88 feet; thence North 63°50'34" East 32.04 feet; thence along a 50.00 radius curve to the right having a central angle of 180 degrees, and a length of 157.08 feet; thence South 63°50'04" West 108.63 feet; thence South 39°00'28" East 655.86 feet; thence South 48°56'05" East 464.37 feet; thence North 27°01'00" East 87.84 feet; thence along a 50.00 foot radius curve to the right having a central angle of 180 degrees, and a length of 157.08 feet; thence South 27°01'08" West 133.07 feet; thence South 35°43'27" East 176.56 feet to the point of beginning.

Said reservation having an area of 7.8 acres, more or less.

The bearings are referred to the State Plane coordinate system Oregon South Zone, with a correction factor of 0°51'58" to obtain true bearings.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Bedlee, Monderson & Hamilton
this 25th day of FEBRUARY A. D. 1922 of 3125
duly recorded in Vol. 172 of Deeds on Page 1680

Fees \$16.00
RECEIVED
D. V. 14

W. D. MEENE, County Clerk
By Carroll
STATE OF OREGON

2020

1494

EXHIBIT "A"
ADVERTISED SALE PARCEL
AREA "E" TRACT 4A
Revised 3/9/71

A tract of land in Section Twenty-eight (28), Township Thirty-nine (39) South, Range Nine (9) East, Willamette Base and Meridian, Klamath County, State of Oregon, having an area of 120 acres, more or less, and more particularly described as follows:

The northeast quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the southwest quarter of the southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) all of said Section 28.

But reserving to the United States of America the right and easement to use and occupy for the purpose of constructing, reconstruction, operating, and maintaining a electric aircraft guidance beacons with necessary power and control wiring and appurtenances, a TV antenna pole and TV cable, and including access thereto on all that portion thereof lying within the following described property:

That portion of a parcel of land lying in the northwest quarter of the northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, and the northeast quarter of the northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33 and the south half of the southeast quarter and the east half of the southwest quarter of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, State of Oregon, described as follows:

Beginning at a point South 23°22'39" East 1447.78 feet from the northwest corner of said Section 34, which point is on the north line of Kingsley Family Housing Annex; thence west 188.60 feet along the north line of said Family Housing Annex; thence North 11°00'23" West 118.15 feet; thence North 48°56'05" West 517.30 feet; thence North 39°00'28" West 711.33 feet; thence North 61°57'53" West 1286.30 feet; thence North 82°58'07" West 930.77 feet; thence North 63°51'11" West 857.78 feet; thence North 30°48'05" West 605.39 feet; thence North 43°41'53" West 622.41 feet; thence North 46°18'09" East 239.52 feet; thence South 45°39'34" East 737.72 feet; thence South 36°46'12" East 336.38 feet; thence South 64°47'53" East 2611.45 feet; thence North 25°12'07" East 50.00 feet; thence South 61°47'53" East 447.68 feet; thence North 63°50'04" East 32.04 feet; thence along a 50.00 foot radius curve to the right having a central angle of 180 degrees, and

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a length of 157.08 feet; thence South $63^{\circ}50'04''$ West 108.63 feet; thence South $39^{\circ}00'28''$ East 655.86 feet; thence South $48^{\circ}56'05''$ East 464.37 feet; thence North $27^{\circ}01'08''$ East 87.84 feet; thence along a 50.00 foot radius curve to the right having a central angle of 100 degrees, and a length of 157.08 feet; thence South $27^{\circ}01'08''$ West 133.07 feet; thence South $35^{\circ}43'27''$ East 176.56 feet to the point of beginning.

Said reservation having an area of 20.6 acres, more or less

The bearings are referred to the State Plane coordinate system Oregon South Zone, with a correction factor of $0^{\circ}51'58''$ to obtain true bearings.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Biddle, Henderson & Hamilton

this 9th day of February A.D. 1998 at 3:25 clock PM, and

duly recorded in Vol. M92 of Deeds

Fee \$16.00

INDEXED

D. 17



STATE OF OREGON.
County of Klamath ss.

2. Filed for record at request of:

Klamath County Title Co
on this 27th day of Jan A.D. 19 98
at 3:17 o'clock P. M. and duly recorded
in Vol. M95 of Deeds Page 2017
Bernetha G. Letsch County Clerk
By Pauline M. Little Deputy

Fee \$50.00

Returned to:-
Biddle, Henderson & Hamilton
296 Main St.

EGON: COUNTY OF KLAMATH: ss.

at request of First American Title the 21st day
of A.D., 19 98 at 9:00 o'clock A. M., and duly recorded in Vol. M98
of Deeds on Page 26445

5.00

Bernetha G. Letsch, County Clerk
By Kathleen Rose