

03 JAN 3 PM 2:56
02 MAR 1 AM 11:12

Vol M02 Page 12505

Grantor: Noel C. Reuland and
PO Box 910,
Freeland, WA 98249
Grantee: Winnie LLC
PO Box 910,
Freeland, WA 98249

AMERITITLE has recorded this
instrument by request as an accomodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein

Vol M03 Page 00526

State of Oregon, County of Klamath
Recorded 03/01/2002 11:12 a m.
Vol M02, Pg 12505
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 1

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AFTER RECORDING RETURN TO:

Winnie LLC
PO Box 910
Freeland, WA 98249

K5994-S
MR 1396-3684

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BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That NOEL C. REULAND herein called
grantor, for the consideration herein stated, does hereby grant, bargain, sell and convey unto
WINNIE LLC a Washington State Limited Liability Company herein called grantee, and unto
grantee's heirs, successors and assigns all of that certain real property with the tenements,
hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the
County of Klamath, State of Oregon, described as follows, to wit:

21 acre parcel. A tract of land situated in the North half of the North East Quarter of Section 3,
Township 40 South, Range 13 EWM, Klamath County, Oregon.

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.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and
assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars,
is \$ to change vesting.

However, the actual consideration consists of or includes other property or value given or
promised which is the whole / part of the consideration.

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 11 day of
January, 2002 if a corporate grantor, it has caused its name to be signed
and its seal affixed by an officer or other person duly authorized to do so by order of its board of
directors.

Tax statement shall be mailed to: PO Box 910, Freeland, WA 98249

RERECORDED TO CORRECT LEGAL

Noel C. Reuland
Noel C. Reuland

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STATE OF WASHINGTON

COUNTY OF ISLAND

Personally appeared the above named Noel C. Reuland and acknowledged the foregoing instrument to be
his voluntary act.

Before me [Signature]
Notary Public for WA State
My commission expires 4-29-02

(seal)

State of Oregon, County of Klamath
Recorded 01/03/2003 2:56 p m.
Vol M03 Pg 00526-27
Linda Smith, County Clerk
Fee \$ 10.00 # of Pgs 2

RR
10.00

SL-CJM

EXHIBIT "A"

A tract of land situated in the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 3, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the North line of said Section 3, said point being East 3968.48 feet from the brass cap monument marking the Northwest corner of said Section 3, said point being the North terminus of that agreement line fixing the Easterly boundary of the Miller parcel and the Westerly boundary of the Vaughn parcel, said agreement made April 15, 1976 and executed June 21, 1976; thence East, along the section line, 550.20 feet to a P.K. nail from which the Northeast corner of said Section 3 bears East 769.85 feet; thence South 01° 13' 00" West 54.55 feet; thence South 06° 15' 00" West 189.72 feet; thence South 01° 13' 40" East 129.74 feet; thence South 00° 55' 44" West 81.86 feet; thence South 39° 28' 30" East 104.67 feet; thence South 09° 12' 24" West 188.48 feet; thence South 18° 23' 16" East 54.52 feet; thence South 67° 36' 48" East 131.25 feet; thence North 79° 22' 06" East 81.63 feet to the Westerly right of way line of the Gale Lateral; thence Southeasterly along said right of way line to the South line of the said N $\frac{1}{2}$ NE $\frac{1}{4}$ (Government Lot 1); thence Westerly along the South line of the said N $\frac{1}{2}$ NE $\frac{1}{4}$ to the South terminus of the afore described agreement line; thence North along said line to the point of beginning, with bearings based on the North line of said Section 3 as established as being East; TOGETHER WITH an easement for the delivery of irrigation water from the Gale Lateral over and across the northerly portion of that tract of land lying adjacent to and east of the above described tract.

Subject to:

1. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.
2. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Langell Valley Irrigation District.
3. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
4. An easement created by instrument, including the terms and provisions thereof, recorded May 7, 1971 in Book: M-71 Page: 4031 in favor of Lyman C. Fitzhugh for Livestock watering purposes from an existing well over said property.
5. Boundary Agreement, including the terms and provisions thereof, dated June 21, 1976, recorded June 21, 1976 in Book M-76 at page 9246, Microfilm Records, between Richard G. Vaughn and Sharon R. Vaughn, and Earl D. Miller and Ina R. Miller, husband and wife, establishing Westerly boundary of the herein described property.