Grantor's name and address:
Paul and Robbie Breckner
8607 Reeder Road
Klamath Falls, Oregon 97603

Grantee's name and address:
Paul E. and Robbie R. Breckner
Joint Revocable Living Trust Agreement
8607 Reeder Road
Klamath Falls, Oregon 97603

After recording, return to (name, address, zip):
Paul E. and Robbie R. Breckner
Joint Revocable Living Trust Agreement
C/O Paul and Robbie Breckner
8607 Reeder Road
Klamath Falls, Oregon 97603

Until requested otherwise, send all tax statements to (Name, address, zip):
Paul E. and Robbie R. Breckner
Joint Revocable Living Trust Agreement
C/O Paul and Robbie Breckner
8607 Reeder Road
Klamath Falls, Oregon 97603

State of Oregon, County of Klamath
Recorded 07/24/2003 10:380 m
Vol M03 Pg 522 35-38
Linda Smith, County Clerk
Fee \$ 360 # of Pgs 4

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS that Paul and Robbie Breckner, (grantors), for the consideration hereinafter stated, does hereby remise, release and forever quitclaim unto Paul E. and Robbie R. Breckner Joint Revocable Living Trust Agreement(grantees), and unto grantee's heirs, successors and assigns, all of the grantor's right, title and interest in that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows:

A parcel of land situated in Section 29, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point on the West line of Section 29, said point being South 0° 18' 51" West along said West line a distance of 192.46 feet from the West quarter corner of Section 29; thence North 0° 18' 51" East a distance of 192.46 feet to the said West quarter corner; thence North 0° 07' 31" East along the West line of Section 29, a distance of 435.87 feet; thence North 89° 40' 00" East 2893.47 feet to the Westerly right of way line of the Lost River Diversion Reservoir; thence

Southerly along said right of way line to a point on said line which bears North 89° 40° 00" East, a distance of 2714.95 feet from the point of beginning; thence South 89° 40° 00" West 2714.95 feet to the point of beginning.

Seller to retain a 10' easement along the southerly boundary of this description, beginning at the Telephone pedestal shown on the recorded survey dated 9/7/79 for Minor Partition #79-89 to the westerly boundary of the USBR Perpetual R/W Flood Easement #DV 87-488 shown on the same survey and thence Northerly along the mentioned R/W to the intersection of the R/W and the Northerly boundary of the within described land for the purpose of delivering underground power and telephone service to the property adjoining.

Subject to:

- 1. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Irrigation District.
- 2. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Basin Improvement District. Subject to the terms and provisions of that certain instrument recorded July 24, 1970 in Volume M-70 at page 6187.
- 3. Acceptance of Terms and Conditions of U.S. Reclamation Extension Act, recorded March 23, 1915 in Book 43 at page 405, Deed Records. (Covers Additional Property.)
- 4. An easement created by instrument, including the terms and provisions thereof.

Dated : June 1, 1925

Recorded: October 25, 1926 Book: 72 Page: 467
For: 10 foot wide irrigation ditch and for ingress and egress.

(Covers Additional Property.)

- 5. Reservations and restrictions, including the terms and provisions thereof, contained in deed from Chas. E. Drew and Iva Drew to United States of America, dated July 6, 1929, recorded July 24, 1929 in Book 87 at page 488, Deed Records, relative to the flooding of certain lands. (Covers Additional Property.)
- 6. An easement created by instrument, including the terms and provisions thereof.

Dated : June 8, 1933

Recorded: June 16, 1933 Book: 101 Page: 172

In Favor of: United States of America

For : Ingress and egress to irrigation ditch North of property.

(Covers Additional Property.)

7. An easement created by instrument, including the terms and provisions thereof.

Dated : October 11, 1943

Recorded: October 22, 1943 Book: 159 Page: 293
In Favor Of: The California Oregon Power Company, a California

Corporation.

For : 10 foot wide pole and wire line. (Covers Additional

property.)

8. An easement created by instrument, including the terms and provisions thereof,

Dated : April 8, 1946

Recorded: April 9, 1946 Book: 187 Page: 288

For : A perpetual easement to conduct irrigation water to

adjacent property across herein described property.

(Covers Additional Property.)

9. An easement created by instrument, including the terms and provisions thereof.

Dated : June 6, 1946

Recorded: June 6, 1946 Book: 190 Page: 301
For: Easement for conducting irrigation water through ditches.

(Covers Additional Property.)

10. Agreement, including the terms and provisions thereof.

Dated: January 4, 1978

For

Recorded: January 6, 1978 Book: M-78 Page: 370

Between: Lloyd M. Jensen and Hazel W. Jensen, husband and wife; and Cliff L. Peery and Mary H. Peery, husband and wife.

Irrigation pipeline and pump. (Covers Additional Property.)

11. An easement created by instrument, including the terms and provisions thereof, recorded June 20, 1978 in Book M-78 Page: 13071.

12. An easement created by instrument, including the terms and provisions thereof, recorded August 9, 1978 in Book M-78 Page: 17439 and re-recorded January 31, 1979 in Book M-79 Page: 2555.

13. Agreement, including the terms and provisions thereof, recorded January 31, 1979 in Book: M-79 Page: 2551.

Or otherwise known as 8607 Reeder Road, Klamath Falls, Oregon 97603

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$1.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the the whole (indicate which) consideration.

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that his deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument on June _____, 2003; if grantor is a corporation, 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.

Paul E. Breckner

Paul E. Breckner

Paul E. Breckner

Robbie R. Breckner

STATE OF OREGEON,

)33

County of Klamath

This instrument was acknowledged before me on $\frac{34}{24}$, 2003, by Paul E. Breckner and Robbie R. Breckner

OFFICIAL SEAL
ERIN M. GOULARTE
NOTARY PUBLIC-OREGON
COMMISSION NO. 352228
MY COMMISSION EXPIRES NOV. 28, 2005

Notary Public for Oregon

My commission expires //-28-2005