

UTC 85311

UTC

2010-007646

Klamath County, Oregon



00086303201000076460040045

06/24/2010 08:48:54 AM

Fee: \$52.00

WARRANTY DEED

Grantor: Union High School District No. 2
1336 Avalon Street
Klamath Falls, OR 97603

Grantee: Klamath County School District
10501 Washburn Way
Klamath Falls, OR 97603

Consideration: \$0.00 & Other

Send property tax statements to:
Superintendent
Klamath County School District
10501 Washburn Way
Klamath Falls, OR 97603

After recording, return to:
James R. Uerlings
Boivin, Uerlings & DiIaconi, P.C.
803 Main Street, Ste 201
Klamath Falls, OR 97601

KNOW ALL MEN BY THESE PRESENTS, That Union High School District No. 2, aka, the Klamath Falls City School District, a School District organized and existing under the laws of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, to grantor paid by Klamath County School District, hereinafter called Grantee, does hereby grant, bargain, sell and convey unto Grantee and 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:

Real property commonly known as 3009 Summers Lane, Klamath Falls, Klamath County, Oregon; more particularly described on Exhibit A, attached hereto and incorporated by this reference.

Subject to the encumbrances as set forth on Exhibit B, attached hereto and incorporated by this reference.

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

And said grantor hereby covenants to and with said 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 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 \$0.00 (other good and valuable consideration).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST

52amt

PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

In Witness Whereof, the Grantor has executed this instrument this 15th day of JUNE, 2010; 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.

Cecelia M. Amuchastegui

Chairman of the
~~Board~~, Union High School District No. 2
AKA Klamath Falls City School District

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on June 15, 2010, 2010 by
Cecelia M. Amuchastegui, ~~Chairman of the Board for~~ Union High School District No. 2. aka
~~Superintendent~~
Klamath Falls City School District.

[Signature]
Notary Public for Oregon
My Commission Expires: 3-2-12



EXHIBIT A
DESCRIPTION FOR THE
MAZAMA HIGH SCHOOL PROPERTY

A tract of land situated in the SW1/4 of Section 2, and the NW1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the easterly line of Summers Lane with the south line of said Section 2, Township 39 South, Range 9 East; thence northerly along said easterly line of Summers Lane a distance of 30.00 feet; thence easterly parallel with the south line of said Section 2 a distance of 208 feet; thence northerly parallel with the easterly line of Summers Lane a distance of 920 feet; thence westerly parallel with the south line of said Section 2 a distance of 84 feet to the southeast corner of that property described as Parcel 2 in Deed Volume M01 at page 37232; thence northerly parallel with the easterly line of Summers Lane a distance of 100 feet; thence westerly parallel with the south line of said Section 2 a distance of 124 feet more or less, to the easterly line of Summers Lane; thence northerly along said easterly line of Summers Lane to its intersection with the southwesterly line of the O. C. & E. Railroad right of way (100' wide); thence southeasterly along said southwesterly line of said O.C.& E. right of way to its intersection with the southwesterly line of the U. S. R. S. "A" Canal right of way (150' wide); thence southeasterly along said southwesterly line of said U. S. R. S. "A" Canal right of way to its intersection with the centerline of the U. S. R. S. "I-C-9" Drain as described in Deed Volume 270 at page 294, Klamath County deed records; thence southwesterly and westerly along the centerline of said "I-C-9" Drain to its intersection with the easterly line of Summers Lane; thence northerly along said easterly line of Summers Lane to the south line of the NW1/4NW1/4 NW1/4 of said Section 11, Township 39 South, Range 9 East; thence easterly along said south line of the NW1/4NW1/4 NW1/4 of said Section 11, to the southwest corner of that property described as Parcel 2 in Deed Volume 269 at Page 646, Klamath County deed records; thence northerly along the west line of said Parcel 2 to a point on the south line of the N1/2 NW 1/4 NW1/4 NW1/4, of said Section 11, said point also being on the south line of a 30.00 foot wide road known as Ezell Avenue; thence easterly along said south line to the southeast corner of said N1/2 NW1/4 NW1/4 NW1/4, of said Section 11; thence northerly along the said east line of the N1/2 NW1/4 NW1/4 NW1/4 of said Section 11, a distance of 30.00 feet to a point on the north line of Ezell Avenue; thence westerly along the north line of said Ezell Avenue, said line being parallel with and 30.00 feet northerly of the south line of the N1/2 NW1/4 NW1/4 NW1/4, of said Section 11, to the easterly line of Summers Lane; thence northerly along the said easterly line of Summers Lane to the Point of Beginning.

Excepting therefrom that portion of the U. S. R. S. "I-C-9" Drain lying within the above described property. Also excepting therefrom that portion conveyed to Klamath County in Volume M02 at page 70534, Microfilm Records of Klamath County, Oregon.
Property Tax Ids #R520323 & #R795875

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

OREGON
JULY 11, 2000
KEITH R. RHINE
58985

RENEWAL DATE: 12/31/08

8. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Klamath Irrigation District.
9. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Klamath Basin Improvement District.
10. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Klamath County Drainage Service District.
11. The rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
12. Agreement, by and between Carl Tucker, Helen E. Tucker and Magdalene Ezell, subject to the terms and provisions thereof;
Dated: May 10, 1940
Recorded: May 13, 1940
Volume: 129, page 229, Deed Records of Klamath County, Oregon.
13. Agreement, by and between Carl Tucker, Helen E. Tucker and Magdalene Ezell, subject to the terms and provisions thereof;
Dated: May 10, 1940
Recorded: August 8, 1942
Volume: 149, page 161, Deed Records of Klamath County, Oregon.
14. An easement created by instrument, subject to the terms and provisions thereof,
Dated: April 8, 1963
Recorded: June 5, 1963
Volume: 345, page 587, Deed Records of Klamath County, Oregon
In favor of: Pacific Power & Light Company
For: Public utilities
15. An easement created by instrument, subject to the terms and provisions thereof,
Dated: August 10, 1963
Recorded: September 16, 1963
Volume: 348, page 154, Deed Records of Klamath County, Oregon
In favor of: Pacific Power & Light Company
For: Public utilities
16. An easement created by instrument, subject to the terms and provisions thereof,
Dated: May 11, 1989
Recorded: May 16, 1989
Volume: M89, page 8509, Microfilm Records of Klamath County, Oregon
In favor of: Pacific Power & Light Company
For: Public utilities
17. Irrigation Contract for Change or Alteration, subject to the terms and provisions thereof;
Recorded: December 19, 2000
Volume: M00, page 45421, Microfilm Records of Klamath County, Oregon.