

NOT 87853

2011-002305

Klamath County, Oregon



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02/18/2011 11:23:17 AM

Fee: \$47.00

**After recording, return to:**

Sprague Hydro, LLC  
Attn: Ted Sorenson  
5203 South 11<sup>th</sup> East  
Idaho Falls, Idaho 83404

**Send tax statements to:**

Sprague Hydro, LLC  
Attn: Ted Sorenson  
5203 South 11<sup>th</sup> East  
Idaho Falls, Idaho 83404

**Grantor's Name and Address:**

HDI-Oregon, Inc.  
an Oregon corporation  
212 NE Cleveland Ave.  
Gresham, Oregon 97030

**Grantee's Name and Address:**

Sprague Hydro, LLC  
an Oregon limited liability company  
5203 South 11<sup>th</sup> East  
Idaho Falls, Idaho 83404

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The true consideration for this conveyance is One Hundred Thousand and No/100 Dollars  
[\$100,000.00].

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**WARRANTY DEED**

HDI-OREGON, INC., an Oregon corporation, GRANTOR, conveys and warrants to SPRAGUE HYDRO, LLC, an Oregon limited liability company, GRANTEE, the following described real property and improvements located thereon, free of encumbrances except as specifically set forth herein, situated in Klamath County, Oregon:

A tract of land situate in Section 29, Township 35 South, Range 15 East, W.M., described as follows:

Beginning at a 2-inch iron pipe monument on the West line of said Section 29 which bears S. 00° 41' 08" E. a distance: of 1984.674 feet from the Northwest corner of said Section 29;

47and

Thence leaving said West line, N. 88° 54' 09" E. a distance of 2637.616 feet to a 2-inch iron pipe monument on the North-South centerline of said Section 29;

Thence S. 00° 17' 50" E. along said centerline a distance of 1302.286 feet to a 2-inch iron pipe monument;

Thence S. 88° 47' 15" W. a distance of 1317.773 feet to a 2-inch iron pipe monument;

Thence S. 00° 11' 39" E. a distance of 648.739 feet to a 2-inch iron pipe monument;

Thence S. 88° 54' 26" W. a distance of 1318.898 feet to a 2-inch iron pipe monument on the West line of said Section 29;

Thence N. 00° 05' 25" W. a distance of 1292.013 feet to a 2-inch iron monument on the West line of said Section 29;

Thence N. 00° 41' 08" W. a distance of 661.511 feet to the Point of Beginning.

TOGETHER with those easements in Sections 30 and 31 of the same Township and Range reserved to Grantor as No. 4 on Pages 9 and 10 in Exchange Deed from Weyerhaeuser Company to United States of America, dated May 6, 1987, recorded May 12, 1987, in Volume M87 page 8130 and re-recorded November 20, 1987, in Volume M87 page 21040, Deed Records of Klamath County, Oregon.

SUBJECT TO: Grantee covenants for itself, its successors and assigns, that the premises conveyed by this deed shall never be used or subdivided for residential, recreational-residential or recreational purposes. This covenant does not prohibit their use for any purpose by the workers constructing, operating or maintaining a hydroelectric power plant thereon. This covenant is intended to run with the land and to benefit Grantor's tree farm surrounding the granted premises. (Grantor and Grantee in this legal description being identified in that certain deed of record recorded in Klamath County on November 2, 1988, in Volume M88, Page 18627.)

The said property is free from encumbrances except all those items of record, if any, as of the date of this deed.

The liability and obligations of Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under a standard policy of title insurance. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations.

