

Form of Statutory Bargain and Sale Deed

After recording, return to:

Oregon Department of Aviation
3040 25th Street SE
Salem, OR 97302

This Space Reserved

State of Oregon, County of Klamath
Recorded 11/25/2002 2:55 P. m.
Vol M02, Pg 68374-28
Linda Smith, County Clerk
Fee \$ 41.00 # of Pgs 5

Until a change is requested, all tax statements
should be delivered to:

E. Denton Talbert
HC 30 Box 124
Chemult Oregon 97731

**STATUTORY BARGAIN AND SALE DEED SUBJECT TO RESTRICTIVE
COVENANTS, RESERVATION OF MINERAL RIGHTS**

Section 1

Conveyance by Bargain and Sale Deed

The State of Oregon, by and through its State Aviation Board, as Successor in interest to the State Board of Aeronautics, on behalf of its Department of Aviation, Grantor, conveys to E. Denton Talbert, an individual, Grantee, the property described in Exhibit A hereto (referred to herein as "the Property") subject to the terms, conditions and reservations set forth below. Unless explicitly stated to the contrary herein, all references to Grantor and Grantee shall include their respective successors and assigns.

Section 2

Reservation of Mineral Estate

Grantor Excepts and reserves to itself, its successors and assigns all "minerals" as defined in ORS 273.775(1), including soil, clay, stone, sand and gravel, and all geothermal resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be reasonably necessary for prospecting for, exploring for, mining, extracting, reinjecting, storing, drilling for, and removing, such minerals, materials and geothermal resources. In the event use of the Property by a surface rights owner should be damaged by one or more of the activities described above, then such owner shall be entitled to compensation from the State's lessee to the extent of the diminution in value of the real property, based on the actual use by the surface owner at the time the State's lessee conducts any of the above activities.

Section 3
As Is Transfer

68375

Grantee acknowledges that it has examined the above described Property to its own satisfaction and has formed its own opinion as to the condition (including environmental condition) and value thereof. Grantee has not relied on any statements or representations from Grantor or any person acting on behalf of Grantor concerning any of the following: the size or area of the Property or any of the parcels of the Property; the location of corners or boundaries of any parcel of the Property; the condition of the Property, including but not limited to, environmental condition above or below the surface of the Property or compliance with environmental laws and other governmental requirements; the availability of services to the Property; the ability of Grantee to use the Property or any portion thereof for any intended purpose; or any other matter affecting or relating to the Property or any portion thereof. Grantee is acquiring the Property, both above surface and below surface, in the condition existing at the time of conveyance, AS IS, with all defects, if any. Grantee waives, releases and forever discharges Grantor of and from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the Property, including any surface or subsurface condition, or any law, rule or regulation applicable to the Property. These provisions shall be binding on Grantee and Grantee's successors and assigns.

Section 4
Restrictive Covenant As to Use

As a material condition of Grantor's conveyance hereunder, Grantee covenants and agrees by accepting this conveyance, on behalf of itself and its successors and assigns that the Property shall be used continuously as an airport facility open to the public. This use restriction shall run with the land and shall continue until the year 2032.

As a material condition of Grantor's conveyance hereunder, Grantee also covenants and agrees by accepting this conveyance, on behalf of itself and its successors and assigns that the Property shall be open and available to the State and Federal Government to use, without cost, for any short term emergency use.

Any use or uses that will or may violate the terms of this Section are prohibited unless the Grantee or subsequent transferee records a written amendment to this Section, signed by the Grantor permitting such alternative use. In the event grantee or any subsequent transferee uses or commences action to use the Property or any portion thereof for purposes not permitted by this Section, Grantor shall be entitled to any remedy available at law or equity, including remedies of specific performance and injunctive relief. The restrictions of this section touch and concern the land and shall run with the land in perpetuity.

Section 5
Consideration

68376

The true and actual consideration for the conveyance is Ten Thousand, Dollars (\$10,000.), cash and other non-monetary consideration.

Until a change is requested, all tax statements are to be sent to the following address:

E.Denton Talbert
HC 30 Box 124
Chemult Oregon 97731

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.

IN WITNESS WHEREOF, Grantor has executed this instrument this 19th day of November, 2002.

The STATE OF OREGON, by and through the State
Aviation Board on behalf of the Department of Aviation

By: 

as its: State Airports Manager

ACCEPTED BY GRANTEE:

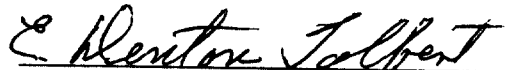
By: 
E. Denton Talbert

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A parcel of land being a portion of Sections 19 and 20 in Township 28 South, Range 8 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point South 89° 30' West 476.48 feet from the quarter corner of Sections 19 and 20, Township 28 South, Range 8 East of the Willamette Meridian; thence South 89° 30' West 544.34 feet; thence North 16° 22' East 1,687.37 feet; thence South 73° 38' East 330.00 feet; thence South 16° 22' West 742.60 feet; thence South 73° 38' East 259.00 feet; thence South 16° 22' West 79.00 feet; thence South 73° 38' East 200.18 feet; thence South 16° 22' West 30.00 feet; thence North 73° 38' West 200.18 feet; thence South 16° 22' West 191.00 feet; thence North 73° 38' West 259.00 feet; thence South 16° 22' West 544.77 feet to the point of beginning.

PARCEL 2:

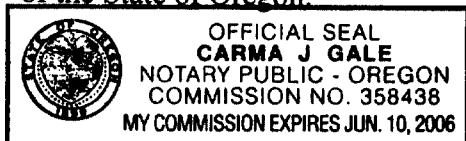
A strip of land three hundred and thirty (330) feet in width situated in the Southeast Quarter (SE1/4) of Section 19 and the East Half (E1/2) Section 30, all in Township 29 South, Range 8 East, Willamette Meridian, Klamath County, Oregon, said strip of land being a part of and lying within the boundaries of an existing airport known as the "Beaver Marsh Airport", more particularly described as follows:

Beginning at the quarter section corner common to Sections 19 and 20 of said Township and Range; thence South 89° 30' West along the North line of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of said Section 19 of said Township and Range, a distance of 478.48 feet to the True Point of Beginning of this description; thence South 16° 22' West 6,100 feet; thence North 73° 38' West 330 feet; thence North 16° 22' East 6,000 feet; thence North 89° 30' East 344.84 feet, more or less, to the point of beginning.

STATE OF OREGON)
County of Marion) ss.

68378

On this 19th day of November, 2002, before me personally appeared Daren Griffin who being duly sworn stated that he/she is the agent of the Oregon State Aviation Board, and acknowledged the foregoing instrument to be the voluntary act of Dept. of Aviation, and that he/she executed the foregoing instrument on behalf of said state agency, acting on behalf of the State of Oregon.



Carma J. Gale
NOTARY PUBLIC FOR OREGON
My commission Expires: June 10, 2006

STATE OF OREGON)
County of Klamath) ss.

On this 25th day of November, 2002, before me personally appeared E. Denton Talbert who being duly sworn acknowledged the foregoing instrument to be his voluntary act and deed.



Kristil Redd
NOTARY PUBLIC FOR OREGON
My commission Expires: 11/16/2003