

03 MAY 23 PM 3:12

MTL- 60293 KR

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After Recording Return to:

DAN H. RENNE
32490 MODOC POINT RD
CHILOQUIN OR 97624

Until A Change Is Requested
All Tax Statements Shall Be Sent To:

DAN H. RENNE
32490 MODOC POINT RD
CHILOQUIN OR 97624

State of Oregon, County of Klamath

Recorded 05/23/2003 3:12 p m.

Vol M03 Pg 35344-17

Linda Smith, County Clerk

Fee \$ 36.00 # of Pgs 4

STATUTORY BARGAIN AND SALE DEED

Tulana Headquarters, LLC, a California limited liability company ("Grantor"), hereby conveys to ~~Dan~~^H Renne, an individual ("Grantee"), that certain improved real property located in the County of Klamath, State of Oregon, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property"), subject to the terms and conditions set forth in the Addendum to Statutory Bargain and Sale Deed attached hereto as Exhibit "B" and incorporated herein by this reference.

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.

The true consideration for this conveyance is One Hundred Dollars (\$100).

DATED this 24 day of April, 2003.

STATE OF CALIFORNIA
COUNTY OF MARIN

{ ss

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24th DAY OF April, 2003

By R. LEONARD GARRISON

NOTARY PUBLIC

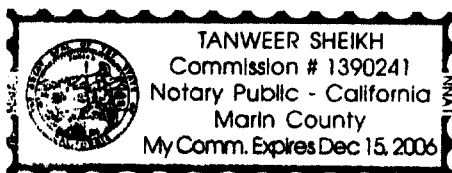
[Signature]

GRANTOR:

TULANA HEADQUARTERS L.L.C.,
a California limited liability company

By:

[Signature]
R. Leonard Garrison, Manager



Error! Unknown document property name.

36.00

EXHIBIT "A"**REAL PROPERTY DESCRIPTION**

Parcel 2 of Land Partition No. 22-97 being a portion of the East 1/2 of Sections 19 and 30, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Unofficial
Copy

EXHIBIT "B"**ADDENDUM TO STATUTORY BARGAIN AND SALE DEED**

This conveyance is made, executed and delivered by Grantor, and is accepted by Grantee, subject to the restrictions herein contained and to all easements, restrictions, reservations, covenants and other matters of record in Klamath County, Oregon, to the extent the same apply, affect or pertain to the Property herein conveyed.

The Property is conveyed "AS IS", "WITH ALL FAULTS", AND GRANTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, IT BEING THE INTENTION OF THE PARTIES TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION, HABITABILITY AND FITNESS FOR ANY PARTICULAR USE OR PURPOSE OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISES OR BY ANY DESCRIPTION OF THE PROPERTY AND ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER.

THE PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING AGREEMENT:

Grantee, on behalf of himself and his agents, representatives, attorneys, insurers, employees, affiliates, subsidiaries, heirs, successors and assigns (collectively, the "Grantee Parties"), unconditionally and forever releases and discharges Grantor and the Grantor Parties, and agrees to defend, protect, indemnify and hold harmless Grantor and the Grantor Parties, for, from and against any and all liability, whether known or unknown, past, present and future, to Grantee, the Grantee Parties and/or any third party, including all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs (including remediation and/or removal costs), diminution in value of the Property, and expenses of investigation and defense of any claim (collectively, "Costs") arising out of or in any way connected with the physical condition of the Property existing on, prior to or after the Closing Date, including, but not limited to the presence of hazardous substances ("Hazardous Substances") as defined by all applicable federal, state and local laws ("Environmental Laws") (such as, without limitation, hazardous materials, hazardous or solid wastes, gasoline, diesel fuel, oil and other petroleum hydrocarbons or fractions thereof, or any other substance at, under, on, about, or generated from the Property). Grantee, on behalf of himself and the Grantee Parties, also hereby unconditionally and forever releases and discharges Grantor and the Grantor Parties from all responsibility and Costs regarding the condition (including the presence in the soil, air, structures and surface and ground waters, of materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specifically treated, handled and/or removed from the Property under current or future federal, state and local laws and regulations), zoning, valuation or utility of the Property, or its suitability for any purpose whatsoever. Grantee, on behalf of himself and the Grantee Parties, also hereby covenants and agrees not to assert any claims for contribution, cost recovery or otherwise against Grantor and/or any Grantor Party, relating directly or indirectly to the existence of Hazardous Substances on, or the environmental conditions of, the Property, whether

known or unknown. The covenants of this Paragraph 4(b) releasing and indemnifying Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and the Grantee Parties. For purposes of this Addendum to Warranty Deed, "Grantor Parties" means, collectively, Grantor, R. Leonard Garrison, Linda B. Garrison, and their respective agents, employees, representatives, officers, directors, managers, members, shareholders, partners, attorneys, subsidiaries, affiliates, descendants, heirs, successors and assigns, past and present (each also referred to herein as a "Grantor Party"), but specifically excluding Grantee or any successor owners of the Property.

This Addendum to Warranty Deed may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


GRANTEE:



Daniel Renne

Grantor:

TULANA HEADQUARTERS, LLC,
a California limited liability company

By: 
R. Leonard Garrison, Manager

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