

05 JAN 21 PM 10:41

WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

RODRIGO MORENO and MARIA LOURDES MORENO  
8320 Glendon Way  
Sacramento, CA 95829

Vol M05 Page 04602

State of Oregon, County of Klamath  
Recorded 01/21/05 10:41 a m  
Vol M05 Pg 04602-04  
Linda Smith, County Clerk  
Fee \$ 31.00 # of Pgs 3

498699

## WARRANTY DEED

SYDNEY K. GIACOMINI, a married woman, dealing with her own property,

GRANTOR, conveys and warrants to

RODRIGO MORENO and MARIA LOURDES MORENO, husband and wife,

GRANTEE, the following described real property situate in Klamath County, State of Oregon, free of encumbrances except as specifically set forth below:

Parcel 1 : SE $\frac{1}{4}$ NE $\frac{1}{4}$ , less one acre on the Northwest corner and further excepting therefrom 4 acres, more or less, described in Deed recorded in Book 81, page 574, Deed Records of Klamath County, Oregon, in Section 6, Township 41 South, Range 11, EWM.

Parcel 2: SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ ; South 30 acres of SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SAVING AND EXCEPTING THEREFROM that portion in the U.S.R.S. Main Canal, and any portion lying Southerly of the Northerly line of the Great Northern Railroad; all in Section 5, Township 41 South, Range 11 EWM.

SUBJECT TO THE EXCEPTIONS AND LIMITATIONS OF WARRANTY SET FORTH IN EXHIBIT A ATTACHED HERETO, AND THEREBY MADE A PART HEREOF, WHICH GRANTEE ASSUMES AND AGREES TO PAY OR PERFORM AND TO INDEMNIFY AND HOLD GRANTOR, AND GRANTOR'S PREDECESSORS IN INTEREST, HARMLESS THEREFROM.

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 and actual consideration paid for this transfer, stated in terms of dollars, is \$ 270,000.00 <sup>248,000.00 SKG</sup>

In construing this deed and where the context so requires, the singular includes the plural, the masculine includes the feminine and the neuter and, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

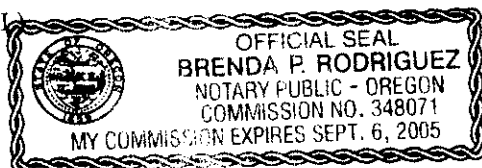
Dated: 1-20-05

Sydney K. Giacomini  
Sydney K. Giacomini

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss

On January 20, 2005 personally appeared the above named SYDNEY K. GIACOMINI and acknowledged the foregoing instrument to be her] voluntary act and deed.

(SEAL)



Before me: Brenda P. Rodriguez

Notary Public for Oregon

My Commission expires: 9-6-05

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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## EXHIBIT A

## EXCEPTIONS AND LIMITATIONS OF WARRANTY DEED

1. Terms and conditions of special assessment as farm use and the right of Klamath County, Oregon, to additional taxes in the event said use be changed.
2. Liens and assessments of Klamath Project and Klamath Irrigation District and regulations, contracts, easements, water and irrigation rights in connection therewith, and any unpaid charges or assessments of the same.
3. Liens and assessments of Klamath Basin Improvement District and regulations, contracts, easements, water and irrigation rights in connection therewith, and any unpaid charges or assessments of the same.
4. Right of way, including terms and provisions contained therein, recorded in Vol. 68, page 84, Deed Records of Klamath County, Oregon.
5. Agreement, including terms and provisions thereof, recorded June 22, 1927, in Vol. 75, page 587, Deed Records of Klamath County, Oregon.
6. Right of way, including terms and provisions contained therein, recorded January 22, 1941, in Vol. 134, page 591, Deed Records of Klamath County, Oregon.
7. Agreement, including terms and provisions thereof, recorded January 2, 1959, in Vol. 308, page 325, Deed Records of Klamath County, Oregon.
8. Grant of right of way, including terms and provisions thereof, recorded November 29, 1962, in Vol. 341, page 558, Deed Records of Klamath County, Oregon.
9. Agreement, including terms and provisions thereof, recorded January 6, 1972, in Vol. M-72, page 147, and modified by instrument recorded in Vol. M-72, page 12299; all in Microfilm Records of Klamath County, Oregon.
10. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
11. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
12. Easements, claims of easement or encumbrances which are not shown by the public records, unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
13. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
14. Rights incident to the use and maintenance of any existing power and telephone lines that may cross the property and the rights of the public in public roads that may cross and/or border said property.
15. Land Use and Environmental Laws: (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of land, or any parcel of which the land is or was a part; or (iv) environmental protection, or hazardous materials, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the date of recording this Warranty Deed; (b) Any governmental policy power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the date of recording this Warranty Deed.
16. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at the date of recording this Warranty Deed.

Attachment of this Exhibit A to the Warranty Deed from Sydney K. Giacomini, a married woman, dealing with her own property, as Grantor and Rodrigo Moreno and Maria Lourdes Moreno, husband and wife, as Grantee, incorporates it in its entirety into said Warranty Deed and thereby makes it a part of said Warranty Deed as though fully set forth on its face.

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