M06-13299

Pages 2

Klamath County, Oregon

Fee: \$26.00

06/29/2006 01:46:36 PM



4/204/3021

After recording return to: Eric Artner PO BOX 609 Jacksonville, OR 97530

Until a change is requested, all tax statements shall be sent to the following address: Eric Artner PO BOX 609
Jacksonville, OR 97530

ASPEN: 63104 STATUTORY WARRANTY DEED

Mainlander Services Corporation, an Oregon Corporation, Grantor, conveys and warrants to Eric Artner and/or assigns, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

Tax Account No. R882271

This property is free of encumbrances, EXCEPT: SEE EXHIBIT "A" WITH EXCEPTIONS
The true consideration for this conveyance is \$575,000.00

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY UNDER ORS 197.352. 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 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

Dated 27t May of June, 2006

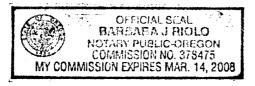
Mainlander Services Corporation, an Oregon
Corporation

Mainlander Services Corporation
ITS President

STATE OF OREGON
COUNTY OF Clackamas
The foregoing instrument was acknowledged before me this 27th day of June, 2006 by
John Niemeyer as the President of Mainlander Services Corporation, an Oregon Corporation on its behalf.

Notary Public State of Oregon
My commission expires: 3-14-08

Order No. 41g0412773



Warranty Deed ORRQ 6/2005; Rev. 1/2006

\$26 A

## EXHIBIT A

That portion of the NE 1/4 NW 1/4 of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of the Lake of the Woods Highway 140.

SAVING AND EXCEPTING that portion conveyed to State of Oregon in Deed Volume M-68 at Page 3409, Records of Klamath County, Oregon.

TOGETHER WITH an easement recorded January 20, 2000 in Book M-00 at Page 2012 and re-recorded January 21, 2005 in Book M-05 at Page 4662, described as follows:

A 30.00 foot wide easement for ingress, egress and utilities over and across a parcel of land located in the NW 1/4 of the NW 1/4 of Section 7, Township 39 South, Range 9 East of the Williamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron pin marking the Southeast corner of the NW 1/4 of the NW 1/4 of Section 7, Township 39 South, Range 9 East of the Willamette Meridian; thence along the Easterly line of said NW 1/4 of the NW 1/4 North 1° 35' 36" West 130.00 feet; thence North 89° 52' 15" West 30.02 feet; thence South 1° 35' 36" East 130.00 feet, more or less, to the South line of said NW 1/4 of the NW 1/4; thence South 89° 52' 15" East 30.02 feet to the point of beginning, bearings based on Record of Survey No. 6322.

CODE 007 MAP 3909-00700 TL 00301 KEY #882271

## SUBJECT TO:

1. An easement created by instrument, including the terms and provisions thereof,

Recorded:

November 16, 1956

Book:

288

Page:

82

In favor of:

The California Oregon Power Company

For:

Right of way

(The N 1/2 NE 1/4 NW 1/4)

2. Limited access in deed to the State of Oregon, by and through its Department of Transportation, Highway Department which provides that no right or easement or right of access to, from or across the State Highway other than expressly provided therein shall attach to the abutting property,

Recorded:

April 29, 1968

Book: Page:

M-68 3409

3. An easement created by instrument, including the terms and provisions thereof,

Recorded:

July 15, 1974

Book:

M-74

Page:

8618

In favor of:

Buster Owens doing business as Suburban Water Company

For: Right of way

4. Easement Agreement, including the terms and provisions thereof,

Dated:

December 29, 1999

Recorded: Book:

January 20, 2000

Page:

M-00

2006

Between:

Park Development Group, LLC

And: For:

Alyson Casey Ingress and egress

5. Easement Agreement, including the terms and provisions thereof,

Dated:

December 29, 2000

Recorded:

January 20, 2000

Book:

M-00

Page:

2012

Between:

Alyson Casey

And:

Park Development Group, LLC

As follows:

"...in the event first party improves the property described in

Exhibit A, the cost of maintaining the easement will be borne

equally between the parties."

The above Agreement was re-recorded to correct Exhibit B.

Recorded:

January 21, 2005

Book: Page: M-05 4662