

2006-017010

Klamath County, Oregon

**Return Recorded Document To:**

County of Klamath

Attn: Public Works Dept.

Government Center, 305 Main Street

Klamath Falls, OR 97601



00001950200600170100150156

08/24/2006 08:26:36 AM

Fee: NO FEE

**WARRANTY DEED  
STATUTORY FORM**

**ITP Financial Services, LLC** (hereinafter referred to as Grantor whether singular or plural), for and in consideration of valuable consideration as set out in part below, hereby conveys and warrants to **County of Klamath, an Oregon municipal corporation, its successors and assigns** (hereinafter referred to as Grantee), the following described real property, free of encumbrances except as specifically set forth herein, situated in the County of Klamath, State of Oregon, that is bounded and described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated by reference and made part of this document as though fully incorporated herein.

And generally shown on:

See Exhibit "B" attached hereto and incorporated by reference and made part of this document as though fully incorporated herein.

Reserving, however, unto the Grantor, its successors and assigns, the following: **NONE.**

The true consideration for this conveyance is **Ninety Thousand and No/100 Dollars (\$90,000.00)** and other good and valuable consideration (as specified per the requirements of ORS 93.030).

Said property is free and clear of taxes, liens and encumbrances, except Conditions, Restrictions, Restrictive Covenants and Easements of Record, if any.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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, THE EXISTENCE OF FIRE PROTECTION FOR

STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 [BALLOT MEASURE 37 (2004)].

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 [BALLOT MEASURE 37 (2004)]. THIS INSTRUMENT DOES 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, 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 CHAPTER 1, OREGON LAWS 2005 [BALLOT MEASURE 37 (2004)]

It is understood and agreed that the delivery of this deed is hereby tendered and the terms and obligations hereof shall not become binding until this document is accepted and approved by the County.

DATED this 3rd day of August, 2006

**GRANTOR**

ITP Financial Services, LLC

By: Charlene A. Skellham

Name: Charlene Ann Skellham

Title: Owner/Manager

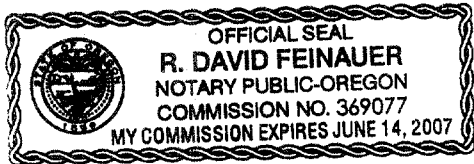
**GRANTEE**

Accepted on behalf of Klamath County, a political subdivision of the State of Oregon

By: William R. Brown  
William R. Brown, Chairman of the Board August 22, 2006

STATE OF OREGON       )  
                                      ) ss.  
County of Klamath       )

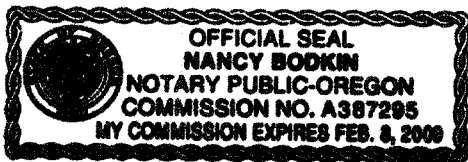
I hereby certify that I know or have satisfactory evidence that Charlene a Skeelham appeared before me, as the Manager for ITP Financial Services LLC, and acknowledged that he/she signed this instrument on behalf of said entity, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.



Date: August 3, 2006  
R David Feinauer  
Notary Public in and for the State of OR  
My commission expires: 6/14/07

STATE OF OREGON       )  
                                      ) ss.  
County of Klamath       )

I hereby certify that I know or have satisfactory evidence that William R. Brown appeared before me, being the Chairman of the Board and Commissioner, respectively, of Klamath County, and acknowledged that he signed this instrument on behalf of said entity, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.



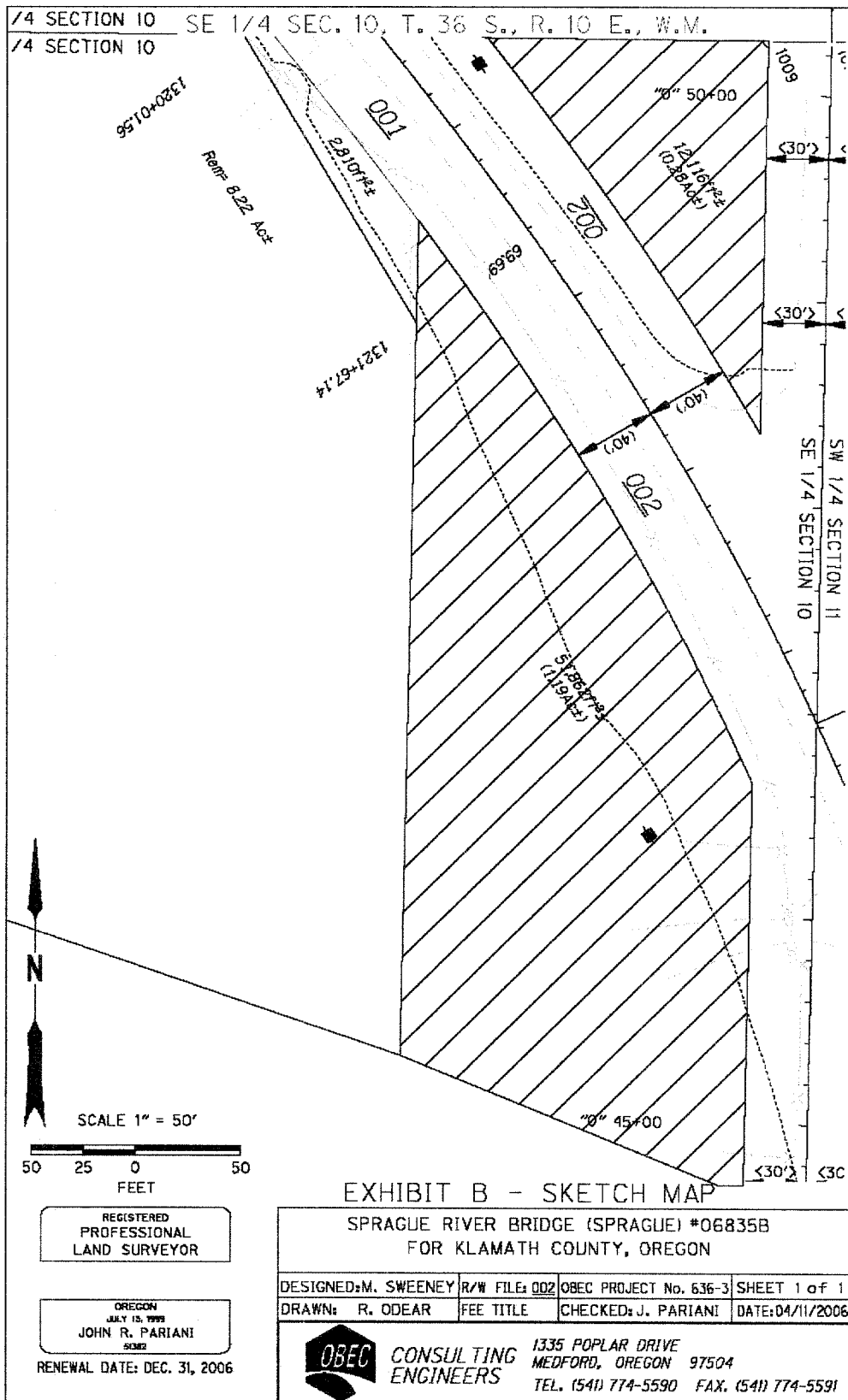
Date: August 22, 2006  
Nancy Bodkin  
Notary Public in and for the State of OR  
My commission expires: Feb 8, 2009

**EXHIBIT "A"**

A tract of land lying in the NE ¼ SE ¼ of Section 10, Township 36 South, Range 10 East, W.M., Klamath County Oregon; and being that property described in that Warranty Deed to ITP Financial Services, LLC, recorded January 18, 2005, as Volume M05, Page 03572 of Klamath County Record of Deeds.

This tract of land contains 63,978 square feet, more or less.

# EXHIBIT "B"



## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is dated August 22, 2006, and is made by and between ITP Financial Services, LLC ("Seller") and County of Klamath, an Oregon municipal corporation, its successors and assigns ("Buyer").

### AGREEMENT TO SELL AND PURCHASE

Buyer agrees to purchase from Seller; and Seller agrees to sell to Buyer, certain real property located in Klamath County, Oregon, more particularly described and shown in attached **Exhibit "A"**, together with any and all improvements located thereon ("Property"), on the terms and conditions stated herein.

#### 1. PURCHASE PRICE

The purchase price for the Property is NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) ("Purchase Price"). Purchase Price includes the purchase of the land and the mobile home on the land.

#### 2. EARNEST MONEY; PAYMENT OF PURCHASE PRICE

Upon execution of this Agreement by both parties, Buyer agrees to deposit with First American Title Insurance Company at 422 Main Street, Klamath Falls, OR 97601, ("Escrow Agent") earnest money in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) ("Earnest Money"). The Earnest Money will be deposited in an interest-bearing account that provides no penalties for early or immediate withdrawal. The interest accruing on the Earnest Money shall be credited to the Purchase Price at Closing (defined in Closing and Closing Date section). In the event Closing does not occur, the Earnest Money and all of the accumulated interest shall be disbursed in accordance with the provisions of Section 12 - Remedies of this Sale Agreement. At Closing, Buyer shall pay, by immediately available funds, the remaining Purchase Price due after credit for Earnest Money and interest thereon is given.

#### 3. CLOSING AND CLOSING DATE

As used in this Agreement, "Close," "Closing," or "Closed," shall mean the date on which all of the necessary documents have been deposited with the Escrow Agent and the Escrow Agent has (a) disbursed the Purchase Price to Seller; (b) recorded on behalf of Buyer the Warranty Deed for the Property; (c) issued or authorized the issuance of the Title Insurance Policy referred to in Section 8 -Title Insurance of this Sale Agreement; and (d) complied with all other escrow instructions of Buyer or Seller imposed as a condition of Closing. Closing shall take place as soon as possible on the date that is fifteen (15) days after the last of the conditions precedent set forth in Section 5 - Conditions Precedent to Buyer's Obligations (as may be extended pursuant to Section 6 - Waiver/Satisfaction of Conditions; Extensions - Subsection A - Extension of Review Period) hereof have been satisfied, waived or deemed waived by Buyer, unless such date is a Saturday, Sunday or business holiday, in which event the Closing shall take place on the next regularly scheduled business day (the "Closing Date").

#### 4. PLACE OF CLOSING; CLOSING COSTS

This Sale Agreement shall be Closed at the offices of the Escrow Agent. Buyer shall pay the escrow fee, any survey costs, recording fees and the cost of a Buyer's title insurance policy.

**5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

The following contingencies of sale must be satisfied or waived by Buyer not later than the Closing Date or other date otherwise indicated:

**A. TITLE REPORT AND EXCEPTIONS**

Within thirty (30) days after the date of this Agreement, Buyer shall have approved or disapproved a current Preliminary Title Report for the Property (the "Title Report") including all exceptions to title of record that are specified in Schedule B of the Title Report. Unless Buyer has already done so, Buyer shall order the Title Report and exception documents promptly after full execution of this Agreement. Exceptions that are approved by Buyer are referred to as the "Permitted Exceptions." Buyer's obligation to close under this Agreement shall be contingent upon the issuance of the Title Policy described in Section 8 – Title Insurance, subject only to the Permitted Exceptions.

**B. OTHER PROPERTY REVIEW**

Within Sixty (60) days after its execution of this Agreement, Buyer shall have conducted or obtained, at its sole cost and expense, all review, surveys, tests, audits and studies, including feasibility studies, and conducted such physical inspections as Buyer deems necessary to enable Buyer to approve all aspects of the Property, including without limitation the environmental conditions of the Property, the suitability of the Property for Buyer's intended use, and the structural condition of any building(s) located on the Property and the soils and ground water conditions in and about the Property. Seller shall cooperate reasonably with Buyer in connection with such review. Subject to the rights of any current tenants lawfully occupying the Property or any part thereof, Buyer and its agents may enter onto the Property to make such inspections, audits, studies, tests and surveys thereof (collectively, the "Inspections") as Buyer deems reasonably necessary to bring about the satisfaction of this condition; provided, however, that Buyer shall promptly fill all holes, clean up the site, control erosion, and remove any debris or tailings that may result from Buyer's Inspections. Buyer shall keep the Property free and clear of any liens and shall repair any damage to the Property resulting from any such entry onto the Property.

If Buyer fails to give any such notices of termination within the applicable time period, the respective condition will be deemed satisfied or waived.

Seller hereby irrevocably grants permission to Buyer and its environmental and property-inspection consultants to come onto the Property, after providing Seller with at least 24 hours' advanced written notice, to conduct the audits and property inspections described in this Section.

**6. WAIVER/SATISFACTION OF CONDITIONS; EXTENSIONS**

The contingencies set forth in Section 5 – Conditions Precedent to Buyer's Obligations above may be waived by Buyer. If the contingencies are not satisfied or waived within the time periods set forth in said Section, this Agreement shall terminate without liability to either party, subject to the extensions set forth below.

**A. EXTENSION OF REVIEW PERIOD**

Notwithstanding the provisions of Section 5 – Conditions Precedent to Buyer's Obligations to the contrary, Buyer shall have the right to extend its review period for each of the contingencies set forth above for one (1) additional and consecutive period of thirty (30) day by depositing with the Escrow Agent the sum of one thousand dollars (\$1,000.00) for the thirty (30)-day extension on or before the then-current expiration of such review period. Any such extension fee shall be deposited with the Escrow Agent and shall be considered additional Earnest Money.

In the event this Agreement is terminated on the basis of the failure of a contingency stated above, the Earnest Money, together with the interest earned thereon, shall be refunded to Buyer, and neither party shall have any further liability under this Agreement, except any liabilities that are specifically stated to survive termination.

**7. DEED AND OTHER CLOSING DOCUMENTS**

On or as of the Closing Date, Seller shall execute and deliver to Buyer a Statutory Warranty Deed, conveying the Property to Buyer free and clear of all liens and encumbrances other than the Permitted Exceptions, together with any other documents required to convey and transfer the Property to Buyer, to include any title documents necessary to convey any interest, to include security interests, in the mobile home referenced in paragraph 1 of this Agreement.

**8. TITLE INSURANCE**

At Closing, the Escrow Agent shall issue Buyer an ALTA owner's policy of title insurance, insuring the vesting of fee title to the Property in Buyer in the amount of the Purchase Price, subject only to the Permitted Exceptions. Buyer shall pay the premium for standard title insurance coverage and any additional premium charged for extended title insurance coverage, if Buyer desires to obtain extended title insurance coverage.

**9. TAXES, PRORATIONS AND POSSESSION**

Prorates for rents, current year's property taxes, water, sewer, other utility charges, and other periodic expenses attributable to the Property shall be completed as of the date of closing. Seller and Buyer shall jointly request Escrow Agent to prorate all utility charges as part of the closing, including water and sewer.

**10. SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants to Buyer as follows, to the best of Seller's knowledge as of the date of this Agreement and as of the Closing Date:

**A. CONDITION OF PROPERTY**

Seller knows of no material structural defects with respect to the Property. The Property will be in substantially its present condition on the Closing Date. During the term of this Agreement, Seller, its agents, successors and assigns shall do any act which would reduce the value of the Property.

**B. LEASES AND TENANTS**

SELLER represents and covenants that as of the effective date of this Agreement, there is a rental agreement to Pamela Hagen and Ted Smith in effect



for all of the Property.

**C. NO LITIGATION**

To the best of Seller's knowledge, there is no litigation pending or threatened which affects the Property or that would or might affect the transaction contemplated hereby or the ability of Seller to satisfy all of its obligations hereunder.

**D. NO LIENS OR NOTICE**

Seller has received no notice of any liens to be imposed or assessed against the Property, except for real property taxes, and has received no notice from any governmental agency of any violation of any statute, law, ordinance, rule or regulation, or any deed restriction, with respect to the Property.

**E. FOREIGN PERSON**

Seller is not a "foreign person" as that term is defined in IRS section 1445. At Closing, Seller will execute and deliver to Buyer a certification of non-foreign status in form required by the IRS.

**F. OTHER CONTRACTS**

Seller is not a party to any contract or agreement affecting or pertaining to the Property (other than those, if any, shown in the Title Report to be delivered to Buyer pursuant to Section 5 – Conditions Precedent to Buyer's Obligations – Subsection A -Title Report and Exceptions.

**G. HAZARDOUS MATERIALS**

To the best of Seller's knowledge, the Property has never been used for the storage or disposal of any Hazardous Material (defined below), there are no Hazardous Materials contained on or under the Property, and the Property has not been identified by any governmental agency as a site upon which Hazardous Materials have been or may have been located or deposited. In addition, to the best of Seller's knowledge, there are no underground storage tanks on the Property, no fill material has been placed on the Property, and there are no landfills, dump or waste sites on (or under) the Property. Seller shall defend (with counsel acceptable to Buyer), indemnify and hold Buyer and its officers, directors, employees and agents, free and harmless for, from and against any and all losses, damages, fines, liabilities, costs (including costs of clean-up or other remediation and required studies), interest, attorneys' fees (including such fees and expenses incurred in enforcing this indemnity), suits, causes of action, legal or administrative proceedings, demands or claims (including, without limitation, claims for personal injury) made, threatened or asserted by any person, party or governmental entity or agency by reason of or in any way connected with the presence in, on or under the Property of Hazardous Materials that were brought, stored or disposed upon the Property prior to Closing (except to the extent brought, stored or disposed upon the Property by Buyer). As used in this paragraph, "Hazardous Materials" means any substances, emissions, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term (including without limitation fuels, petroleum and petroleum-derived products,

asbestos-containing materials, and polychlorinated biphenyls) as defined in federal, State of Oregon and local laws, regulations, rules, permits, codes and ordinances now or hereafter in effect that govern materials, substances, wastes, emissions, pollutants, animals or plants, noise or products and/or relate to the protection of health, natural resources, safety or the environment.

#### **H. AUTHORITY TO EXECUTE**

Seller, and the person executing this Agreement and the instruments referred to in this Agreement on behalf of Seller, have the legal power, right, and authority to enter into this Agreement and the instruments referred to in this Agreement required of Seller, to bind Seller to the terms and conditions of this Agreement and the instruments referred to in this Agreement required of Seller, and to consummate the transactions contemplated in this Sale Agreement. All requisite action (corporate, trust, partnership, or otherwise) has been taken by Seller in connection with entering into this Agreement and with the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

#### **I. NO CONFLICT WITH OTHER OBLIGATIONS**

Neither the execution and delivery of this Agreement and documents referred to herein, nor the incurring of the obligations set forth in this Agreement, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party.

All representations and warranties contained in this Section shall survive Closing and the conveyance of the Property to Buyer.

### **11. BUYER'S REPRESENTATIONS AND WARRANTIES**

Buyer represents and warrants to Seller as follows, to the best of Buyer's knowledge as of the date of this Agreement and as of the Closing Date:

#### **A. AUTHORITY TO EXECUTE**

Buyer has the legal power, right, and authority to enter into this Agreement, and any document referenced herein, under the terms stated herein, and the persons executing this Agreement and the instruments referred to in this Agreement on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement. All requisite action has been taken by Buyer in connection with entering into this Agreement and with the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

#### **B. NO CONFLICT WITH OTHER OBLIGATIONS**

Neither the execution and delivery of this Agreement and documents referred to

herein, nor the incurring of the obligations set forth in this Agreement, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Buyer is a party.

All representations and warranties contained in this Section shall survive Closing and the conveyance of the Property to Buyer.

**12. REMEDIES**

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. If the conditions and contingencies described in Section 5 – Conditions Precedent to Buyer's Obligations are satisfied or the Buyer chooses to waive such conditions and contingencies and the transaction does not thereafter close solely because of Buyer's failure to perform, Buyer shall forfeit the earnest money deposited to Seller as liquidated damages. If Seller fails to deliver the deed described in Section 7 – Deed and Other Closing Documents on the Closing Date or otherwise fails to consummate this transaction, the Earnest Money and any accrued interest shall be refunded to Buyer or Buyer may seek specific enforcement of this Agreement.

**13. GENERAL BINDING EFFECT/ASSIGNMENT RESTRICTED**

This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer will not assign its rights under this Agreement without Seller's prior written consent, which consent shall not be unreasonably withheld.

**14. NOTICES**

All notices required under this Agreement shall be deemed to be properly served if sent by certified mail, return receipt requested, or delivered by hand (including by reputable overnight courier) to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent as follows:

If to Seller, then to:

ITP Financial Services LLC  
Charlene A. Skellham  
Robert W. Skellham  
PO Box 555  
Klamath Falls, OR 97601

If to Buyer, then to:

Right-of-Way Associates, Inc.  
R. David Feinauer, Agent  
10186 S.W. Laurel Street  
Beaverton, OR 97005

The date of service of such notice by mail is agreed to be, if mailed, then five (5) days after the date such notice is deposited in a post office of the United States Postal

Service, postage prepaid, return receipt requested, certified mail, or, if delivered by hand, then the actual date of hand delivery.

**15. BROKERS**

Buyer and Seller each represent to one another that neither has dealt with any leasing agent or broker in connection with this Agreement and each (for purposes of this Section only, the "Indemnitor") agrees to indemnify and hold harmless the other from and against all damages, costs, and expenses, including attorney, accountant and paralegal fees, arising in connection with any claim of an agent or broker alleging to have been retained by the Indemnitor in connection with this Agreement.

**16. NO LIMIT ON COUNTY'S POWERS**

Nothing in this Agreement shall limit, in any way, the power and right of Klamath County to exercise its governmental rights and powers, including its powers of eminent domain.

**17. MAINTENANCE**

Seller should not cause or permit any condition of the Properties to constitute a violation of any laws or a nuisance between the effective date of this Agreement and the date of closing.

**18. NO MERGER**

The waivers, covenants, indemnities, representations, obligations, and warranties contained in this Agreement shall all survive the Closing and shall not merge into the deed and the delivery of the deed to Buyer.

**19. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**20. INTERPRETATION OF AGREEMENT**

This Agreement is the result of arms-length negotiations between Buyer and Seller. Therefore, any ambiguity subject to interpretation contained herein shall not be construed against either party by reason of its preparation of this Agreement.

**21. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between Buyer and Seller relating to Buyer's purchase of the Property. It is understood and agreed by Seller that neither Buyer nor Buyer's agents or employees have made any representations or promises with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth in this Agreement. No claim for liability shall be asserted based on any claimed breach of any representations or promises not expressly set forth in this Agreement. All oral agreements, if any, are void and expressly waived by Seller. This Agreement has been thoroughly negotiated between the parties; therefore, in the event of ambiguity, there shall be no presumption that such ambiguity should be construed

against the drafter.

In construing this Agreement, it is understood that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to individuals and/or corporations and partnerships.

**22. MODIFICATIONS**

This Agreement may not be modified or amended except by a written agreement executed by both parties.

**23. APPLICABLE LAW**

This Agreement shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.

**24. ACKNOWLEDGMENT OF AGENCY RELATIONSHIPS**

Sellers acknowledge and consent to the agency relationship of R. David Feinauer, a real estate licensee with Right-of-Way Associates, Inc., a real estate organization, as an exclusive agent of the Buyer.

**25. STATUTORY LAND USE DISCLAIMERS (ORS 93.040)**

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 [BALLOT MEASURE 37 (2004)].

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 [BALLOT MEASURE 37 (2004)]. THIS INSTRUMENT DOES 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, 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  
CHAPTER 1, OREGON LAWS 2005 [BALLOT MEASURE 37 (2004)]

Date and executed as of the date first set forth above.

**SELLER**

ITP Financial Services, LLC

By: Charlene A. Skellham

Name: Charlene Ann Skellham

Title: Owner / Manager

**BUYER**

Accepted on behalf of Klamath County, a political subdivision of the State of Oregon

By: William R. Brown  
William R. Brown, Chairman of the Board 08-22-06

**EXHIBIT "A"**

A tract of land lying in the NE ¼ SE ¼ of Section 10, Township 36 South, Range 10 East, W.M., Klamath County Oregon; and being that property described in that Warranty Deed to ITP Financial Services, LLC, recorded January 18, 2005, as Volume M05, Page 03572 of Klamath County Record of Deeds.

This tract of land contains 63,978 square feet, more or less.