

HTC 80736-MS

2010-002333

Klamath County, Oregon



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02/16/2010 03:30:09 PM

Fee: \$47.00

Grantor's Name and Address

Prudential Relocation, Inc.  
16260 North 71st Street, 2nd Floor Reception, Scottsdale,  
AZ 85254

Grantee's Name and Address

After recording return to:

Dan McFarland

P.O. Box 5263

Klamath Falls, OR 97601

Name, Address, Zip

Until a change is requested all tax statements shall be sent  
to the following address.

same as above

Name, Address, Zip

636907 8051381

**SPECIAL WARRANTY DEED**  
(CORPORATION)

KNOW ALL BY THESE PRESENTS that Prudential Relocation, Inc., with an office and principal place of business at 16260 North 71st Street, 2nd Floor Reception, Scottsdale, AZ 85254, hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by

Dan McFarland

hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows, to wit:

See "A" attached hereto and made a part hereof.

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that the real property is free from encumbrances created or suffered thereon by grantor and that grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 250,000.00.

\*However, the actual consideration consists of or includes other property or value given or promised which is ☐ the whole ☐ part of the (indicate which) consideration. \*(The sentence between the symbols \*, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument this 25th day of January, 2010; if grantor is a corporation, it has caused its name to be signed by an officer or other person duly authorized to do so by order of its board of directors.

47pm

Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007. 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 that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, 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 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007.

Prudential Relocation, Inc.

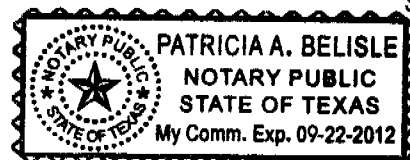
Printed Name: RAUL SAN MIGUEL

Subject to and excepting: Covenants, Conditions, Restrictions, Reservations, set back lines, Power of Special Districts, and Easements of Record, if any.

STATE OF Texas, County of Brewer )ss.

This instrument was acknowledged before me on January 21, 2010  
by Raul San Miguel as Assi Secy  
of Prudential Relocation, Inc.

Notary Public for  
My commission expires:



## LEGAL DESCRIPTION

### "EXHIBIT A"

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A piece or parcel of land situate in the S1/2 NW1/4 and N1/2 SW1/4 of Section 2, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, which is the same parcel conveyed to the Grantor under Instrument #70798, recorded at Volume 338, page 307, Deed Records of Klamath County, Oregon, and is more particularly described as follows:

Beginning at a point in the section line marking the Westerly boundary of the said Section 2, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, from which the Southwesterly corner of the said Section 2 bears South 0° 05' East 3490.6 feet distant, and running thence South 89° 14' East 1057.7 feet; thence South 2° 09' East 356.6 feet; thence North 89° 27' West 114.0 feet; thence South 0° 36' West 210.8 feet; thence South 88° 44' East 243.5 feet; thence South 3° 45' East 30.6 feet; thence South 89° 01' East 384.6 feet; thence South 15° 45' East 134.1 feet; thence South 4° 05 1/2' East 296.0 feet; thence South 8° 55 1/2' West 239.1 feet; thence South 89° 32' East, 61.9 feet; thence South 3° 15' East, 37.1 feet; thence North 88° 23' East 95.8 feet, more or less, to a point on the centerline of a field drain as the same is now located and constructed; thence South 1° 18' East along the centerline of the said field drain 590 feet, more or less, to its intersection with the line marking the Northerly boundary of the right of way of "D" Canal of the U.S. Bureau of Reclamation Klamath Project as the same is now located and constructed; thence Westerly along the said right of way line 1845 feet, more or less, to its intersection with the said section line marking the Westerly boundary of the said Section 2, thence North 0° 05' West along the said section line 1458 feet, more or less, to the said point of beginning; and also the perpetual easement, right and privilege which shall be appurtenant to and run with the above-granted property to drill, operate and maintain a six-inch well for stockwater purposes, together with the necessary water pipes and electrical wires; and also including ingress and egress over and across a tract of land situate in the SW1/4 of the NW1/4 of Section 2, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, and particularly described as follows:

Beginning at a point on the proposed boundary between the lands of Lloyd Nicholson and Stewart Nicholson from which the section corner at the Southwesterly corner of the said Section 2, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, bears South 18° 27 1/2' West 3358.2 feet distant and running thence South 2° 09' East along the said boundary line 30.0 feet; thence leaving said boundary line North 87° 51' West 30.0 feet; thence North 2° 09' West and parallel with said boundary line 30.0 feet; thence South 87° 51' West, 30.0 feet, more or less, to the said point of beginning, and also the perpetual easement and right to the use of one-half the water from the present well which is located on the premises last above described.