NTC57863

After recording, return to:

HDI-Oregon, Inc. 212 NE Cleveland Ave. Gresham, Oregon 97030

Send tax statements to:

HDI-Oregon, Inc. 212 NE Cleveland Ave. Gresham, Oregon 97030

Grantor's Name and Address:

HDI Associates V, An Oregon Limited Partnership a dissolved Oregon limited partnership 212 NE Cleveland Ave. Gresham, Oregon 97030

Grantee's Name and Address:

HDI-Oregon, Inc. an Oregon corporation 212 NE Cleveland Ave. Gresham, Oregon 97030 2011-002304 Klamath County, Oregon



02/18/2011 11:22:51 AM

Fee: \$47.00

The true consideration for this conveyance is Zero Dollars [\$0.00].

WARRANTY DEED

HDI ASSOCIATES V, AN OREGON LIMITED PARTNERSHIP, a dissolved Oregon limited partnership, GRANTOR, conveys and warrants to HDI-OREGON, INC., an Oregon corporation, Grantee, the following described real property and improvements located thereon, free of encumbrances except as specifically set forth herein, situated in Klamath County, Oregon:

A tract of land situate in Section 29, Township 35 South, Range 15 East, W.M., described as follows:

Beginning at a 2-inch iron pipe monument on the West line of said Section 29 which bears S. 00° 41′ 08″ E. a distance: of 1984.674 feet from the Northwest corner of said Section 29;

Thence leaving said West line, N. 88° 54′ 09″ E. a distance of 2637.616 feet to a 2-inch iron pipe monument on the North-South centerline of said Section 29; Page 1 of 3 – WARRANTY DEED

47And

Thence S. 00° 17' 50" E. along said centerline a distance of 1302.286 feet to a 2-inch iron pipe monument;

Thence S. 88° 47¹ 15⁴W. a distance of 1317.773 feet to a 2-inch iron pipe monument;

Thence S. 00° 11′ 39" E. a distance of 648.739 feet to a 2-inch iron pipe monument;

Thence S. 88° 54′ 26″ W. a distance of 1318.898 feet to a 2-inch iron pipe monument on the West line of said Section 29;

Thence N. 00° 05′ 25″ W. a distance of 1292.013 feet to a 2-inch iron monument on the West line of said Section 29;

Thence N. 00° 41' 08" W. a distance of 661.511 feet to the Point of Beginning.

TOGETHER with those easements in Sections 30 and 31 of the same Township and Range reserved to Grantor as No. 4 on Pages 9 and 10 in Exchange Deed from Weyerhaeuser Company to United States of America, dated May 6, 1987, recorded May 12, 1987, in Volume M87 page 8130 and rerecorded November 20, 1987, in Volume M87 page 21040, Deed Records of Klamath County, Oregon.

SUBJECT TO: Grantee covenants for itself, its successors and assigns, that the premises conveyed by this deed shall never be used or subdivided for residential, recreational-residential or recreational purposes. This covenant does not prohibit their use for any purpose by the workers constructing, operating or maintaining a hydroelectric power plant thereon. This covenant is intended to run with the land and to benefit Grantor's tree farm surrounding the granted premises. (Grantor and Grantee in this legal description being identified in that certain deed of record recorded in Klamath County on November 2, 1988, in Volume M88, Page 18627.)

The said property is free from encumbrances except all those items of record, if any, as of the date of this deed.

The liability and obligations of Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under a standard policy of title insurance. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, 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 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Dated: January $\frac{3}{4}$ 2011.

HDI ASSOCIATES V. AN OREGON LIMITED PARTNERSHIP

a dissolved Oregon limited partnership

By: HDI-Oregon, Inc., its general partner

John D. Gray, President

STATE OF OREGON

County of Mail Incomah

On the $\frac{31}{2}$ day of January, 2011, personally appeared before me the above named **JOHN D**. GRAY as President of HDI-OREGON, INC., an Oregon corporation, the general partner of HDI ASSOCIATES V, AN OREGON LIMITED PARTNERSHIP, a dissolved Oregon limited partnership and acknowledged the foregoing instrument to be its voluntary act and deed.

) ss.

Notary Public for Oregon

William Eliabercuit

My commission expires:

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