

WC 92779-  
90453-KR

2012-001788

Klamath County, Oregon



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02/16/2012 03:25:50 PM

Fee: \$52.00

After recording return to (and until a change is requested all tax statements shall be sent to):

RLF Running Y Ranch, LLC, a Colorado limited liability company

Attn: B. Joseph Leininger

619 North Cascade Ave., Suite 200

Colorado Springs, CO 80903

### STATUTORY WARRANTY DEED

JELD-WEN, inc., an Oregon corporation, **Grantor**, whose mailing address is 3250 Lakeport Blvd., Klamath Falls, OR 97601 hereby grants, bargains, sells, and conveys and warrants unto to RLF Running Y Ranch, LLC, a Colorado limited liability company, **Grantee**, the following described real property in the County of KLAMATH and State of Oregon free of encumbrances except as specifically set forth herein:

Parcel 1 of Land Partition 16-11, being a replat of Parcel 3 of Minor Land Partition No. 81-34, located in the SW  $\frac{1}{4}$  of Section 15, Section 22, the SW  $\frac{1}{4}$  of Section 23, the NW  $\frac{1}{4}$  & SW  $\frac{1}{4}$  of Section 26 and the NE  $\frac{1}{4}$  of Section 27, Township 38 South Range 8 East of the Willamette Meridian, Klamath County, Oregon, duly recorded January 19, 2012 in Volume 2012-000492, Microfilm Records of Klamath County, Oregon.

**TOGETHER** with all with all and singular hereditaments and appurtenances thereto belonging, and all of Grantor's rights in all privileges, easements and other interests appurtenant thereto, any and all buildings, fixtures and other improvements located thereon, all timber and timber rights, all minerals, oil, gas, and gravel and other hard rock rights on and under the land; and all water rights, and conservation and mitigation rights.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto Grantee and its successors and assigns forever.

Grantor covenants with the Grantee and its successors and assigns that Grantor is lawfully seized of the premises above described, has good right, full power and lawful authority to convey the same, that the Real Property is free and unencumbered. And Grantor, for itself and its successors and assigns, covenants and agrees that Grantor shall and will warrant and forever defend the above described property in the quiet and peaceable possession of Grantee and its successors and assigns, against the lawful claims of all and every person or persons claiming the whole or any part thereof by, through or under Grantor.

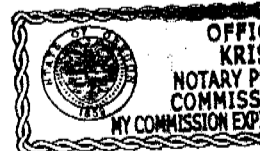
The true and actual consideration for this conveyance is \$10.00 and other good and valuable consideration.

The above described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

See attached Exhibit "A" for Permitted Exceptions to title which is made a part hereof by this reference.

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 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**Dated this 15th day of February, 2012.**



52nd

JELD-WEN, inc., an Oregon corporation

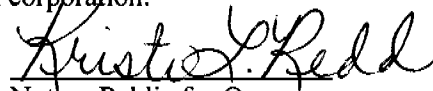
By: 

Jason de Vries, Director of Corporate Development

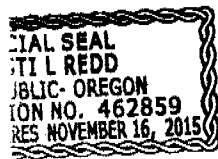
STATE OF OREGON  
COUNTY OF KLAMATH

This instrument was acknowledged before me on February 15, 2012, by Jason de Vries as Director of Corporate Development of JELD-WEN, inc., an Oregon corporation.



  
Notary Public for Oregon

My commission expires: 11/16/2015



**EXHIBIT "A"**  
**PERMITTED EXCEPTIONS**

1. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied; in addition thereto a penalty may be levied if notice of disqualification is not timely given.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Klamath Lake Grazing Fire Patrol.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Klamath Lake Timber Fire Patrol.
4. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Wocus Irrigation District.
5. An easement created by instrument, subject to the terms and provisions thereof,  
Dated: October 1, 1925  
Recorded: February 18, 1926  
Volume: 69, page 298, Deed Records of Klamath County, Oregon  
In favor of: The California Oregon Power Company  
For: Electric transmission line
6. Rights of way for transmission line, subject to the terms and provisions thereof, given by George E. Stevenson and Myler C. Stevenson, husband and wife, to The California Oregon Power Company, a California corporation,  
Dated: October 1, 1925  
Recorded: February 18, 1926  
Volume: 69 page 299, Deed Records of Klamath County, Oregon.
7. An easement created by instrument, subject to the terms and provisions thereof,  
Dated: October 1, 1925  
Recorded: February 19, 1926  
Volume: 69, page 302, Deed Records of Klamath County, Oregon  
In favor of: California Oregon Power Company  
For: Transmission and distribution of electricity
8. Reservation of Easements as set out in Deed, subject to the terms and provisions thereof;  
Recorded: September 7, 1954  
Volume: 269, page 148, Deed Records of Klamath County, Oregon
9. An easement created by instrument, subject to the terms and provisions thereof,  
Dated: May 15, 1955  
Recorded: May 28, 1956  
Volume: 283, page 411, Deed Records of Klamath County, Oregon  
In favor of: The California Oregon Power Company  
For: Transmission and distribution of electricity
10. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provided that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.  
Recorded: September 8, 1967  
Volume: M67, page 7067, Microfilm Records of Klamath County, Oregon  
Indenture of Access, subject to the terms and provisions thereof;  
Dated: July 25, 2006  
Recorded: August 1, 2006  
Volume: 2006-015462 Microfilm Records of Klamath County, Oregon  
Indenture of Access, subject to the terms and provisions thereof;  
Dated: May 17, 2007  
Recorded: May 24 2007  
Volume: 2007-009377, Microfilm Records of Klamath County, Oregon

(Permitted Exceptions Continued)

11. An easement created by instrument, subject to the terms and provisions thereof,  
Dated: March 25, 1998  
Recorded: April 1, 1998  
Volume: M98, page 10632, Microfilm Records of Klamath County, Oregon  
In favor of: PacifiCorp, an Oregon corporation  
For: Power transmission, distribution and communication lines
12. An easement created by instrument, subject to the terms and provisions thereof,  
Dated: April 9, 1997  
Recorded: April 29, 1998  
Volume: M98, page 1256, Microfilm Records of Klamath County, Oregon  
In favor of: PacifiCorp, an Oregon corporation  
For: Power transmission, distribution and communication lines
13. Permanent Relocatable Access Easement Agreement, subject to the terms and provisions thereof,  
Dated: January 18, 2012  
Recorded: January 19, 2012  
Volume: 2012-000491, Microfilm Records of Klamath County, Oregon  
By and between: Parcels 1 and 2 of Land Partition 16-11 and Ridgewater PUD
14. Drainage Easement as delineated on Partition LP 16-11 recorded January 19, 2012 in Volume 2012-000492, Microfilm Records of Klamath County, Oregon.