

WTC 93624

2012-005723  
Klamath County, Oregon



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05/25/2012 03:19:48 PM

Fee: \$62.00

WHEN RECORDED RETURN TO:

Nadia Audeh & Anesti Audeh  
522 South Sixth Street  
Klamath Falls, OR 97601

Until a change is requested all tax statements

Shall be sent to the following address:

522 South Sixth Street  
Klamath Falls, OR 97601

### SPECIAL WARRANTY DEED

**TESORO REFINING, MARKETING & SUPPLY COMPANY, A DELAWARE CORPORATION, SUCCESSOR BY MERGER TO TESORO WEST COAST COMPANY, A DELAWARE CORPORATION ("Grantor")**, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto NADIA AUDEH AND ANESTI AUDEH, HUSBAND AND WIFE ("Grantee") the tract or parcel of land in Klamath County, Oregon, described in Exhibit A, together with all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all adjacent streets, alleys, rights of way and any adjacent strips and gores (such land and interests are hereinafter collectively referred to as the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all easements, restrictions, reservations and covenants now of record and further subject to all matters that a current, accurate survey of the Property would show, together with the matters described in Exhibit B attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "Permitted Exceptions").

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, "AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED." Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property, including,

Grant

but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Grantor's warranty of title set forth herein), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials (as defined in that certain Purchase and Sale Agreement, dated April 6, 2012, between Grantor and Grantee [as amended, the "**Sale Agreement**") in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all Regulation federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of the Property Documents, (s) tax consequences, or (t) any other matter or thing with respect to the Property. **EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE SALE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.**

The conveyance hereunder of the Property to Grantee is made subject and subordinate to the following restrictive covenants (together, the "Restrictive Covenants"): (i) Grantee hereby covenants and agrees not to use the Property as a gas station for a period of fifty (50) years following the date of this Special Warranty Deed; and (ii) Grantee hereby covenants and agrees that the Property shall not be used for residential purposes and that no water well will be permitted to be built or operated on the Property. These Restrictive Covenants shall run with the land and shall be binding upon Grantee and its respective successors and assigns and all subsequent owners of any portion of the Property. Furthermore, these Restrictive Covenants

shall inure to the benefit of Grantor, its successors and assigns, and may be enforced by any and all remedies available at law or equity.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

Grantee's address is: 522 South Sixth Street, Klamath Falls, Oregon 97601.

EXECUTED as of May 23<sup>rd</sup>, 2012.

**TESORO REFINING AND MARKETING  
COMPANY**, a Delaware corporation

By: John R. Ramsey

Name: John R. Ramsey

Title: Vice President, Retail Marketing



STATE OF TEXAS

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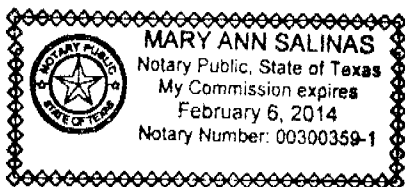
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COUNTY OF BEXAR

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This instrument was acknowledged before me on May 23<sup>rd</sup>, 2012, by John R. Ramsey, Vice President of Tesoro Refining and Marketing Company, a Delaware corporation, on behalf of said corporation.

Mary Ann Salinas  
Notary Public, State of Texas



**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

3601 Shasta Way, Klamath County, Klamath Falls, OR 97601

A tract of land situated in Tract 17, Enterprise Tracts, in E ½ SW ¼ SE 1/4 of Section 34, Township 38 South, Range 9 E, W, M., more particularly described as follows:

Beginning at an iron pin on the North boundary of Shasta Way and the West boundary of the relocated Klamath Falls-Malin Highway, said point being North 89°36' West a distance of 261.1 feet from Southwest corner of Fehlen Shopping Center Lots; thence North 89°36' West a distance of 114.9 feet to an iron pin on the East boundary of Alameda Street, said point being also on the North boundary of Shasta Way; thence following the East boundary of Alameda Street in a Northerly direction a distance of 204.2 feet to an iron pin on the West boundary of said relocated Klamath Falls-Malin Highway; thence South 39°36' East along said boundary a distance of 258.0 feet, more or less, to the point of beginning.

**EXHIBIT B**

***[Permitted Exceptions]***

1. General real estate taxes for the year of Closing;
2. Exceptions set forth on Schedule 1 attached hereto;
3. Building and zoning ordinances, laws and regulations applicable to the Property;
4. Mineral rights reserved by third parties; and
5. Matters that would be shown in a current survey of the Property.