

2015-012411

Klamath County, Oregon

11/13/2015 09:58:25 AM

Fee: \$67.00

After recording, return to:

Les Schwab Tire Centers

Attn: David Gibson

P.O. Box 5350

Bend, OR 97708

Until a change is requested, all

tax statements shall be sent to:

No change

### STATUTORY SPECIAL WARRANTY DEED

**Waibel Properties LLC, an Oregon limited liability company**, as Grantor, conveys and specially warrants to **Les Schwab Tire Centers of Oregon, Inc., an Oregon corporation**, as Grantee, the real property legally described on the attached Exhibit A, free of encumbrances created or suffered by Grantor, except for: (a) all matters set forth on the attached Exhibit B; (b) real estate taxes that are a lien, but not yet due and payable; and (c) the rights of parties in possession.

This deed is given pursuant to the terms of an Exchange Agreement between Grantor and Grantee dated November 13, 2015, pursuant to which Grantee is prohibited from transferring all or any portion of Grantee's interest in the real property conveyed herein for a period of two (2) years from the date of this deed, except with Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion.

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, 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The actual consideration consists of or includes other property or other value given or promised, which was either part or the whole consideration.

IN WITNESS WHEREOF, this Statutory Special Warranty Deed was executed as of November 10, 2015.

GRANTOR:

WAIBEL PROPERTIES LLC,  
an Oregon limited liability company

By: Julie Waibel

Julie Waibel, Manager

STATE OF Oregon )  
 ) ss.  
County of Crook )

The foregoing instrument was acknowledged before me on November 10, 2015, by Julie Waibel, as Manager of Waibel Properties LLC, an Oregon limited liability company, on behalf of said limited liability company.

April Fawn Hensley  
Notary Public for Oregon  
My Commission Expires: 8/20/18



## **EXHIBIT A**

### **Legal Description**

Real property in the County of Klamath, State of Oregon, described as follows:

#### **PARCEL 1:**

LOTS 16 AND 17 OF PLEASANT HOME TRACTS NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF OREGON BY AND THROUGH ITS STATE HIGHWAY COMMISSION BY DEED RECORDED JUNE 30, 1964 IN VOLUME 354, PAGE 206, DEED RECORDS OF KLAMATH COUNTY, OREGON.

ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO KLAMATH COUNTY BY DEED RECORDED JANUARY 14, 1993 IN VOLUME M93, PAGE 1048, DEED RECORDS OF KLAMATH COUNTY, OREGON.

ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF OREGON BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION BY DEED RECORDED NOVEMBER 13, 2012 IN VOLUME 2012-012557 RECORDS OF KLAMATH COUNTY, OREGON.

#### **PARCEL 2:**

LOTS 18, 19 AND 20 OF PLEASANT HOME TRACTS NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

#### **PARCEL 3:**

LOT 21, EXCEPT THE SOUTH 72 FEET THEREOF, OF PLEASANT HOME TRACTS NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

## **EXHIBIT B**

### **Permitted Exceptions**

1. The property lies within and is subject to the levies and assessments of the Klamath County Drainage Services District.
2. The property lies within and is subject to the levies and assessments of the North Shasta Lighting District.
3. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Enterprise Irrigation District.
4. The property lies within the boundaries of South Suburban Sanitary District and is subject to any charges or assessments levied by said District and pipeline easements in connection therewith.
5. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: September 1, 1939  
Book: 124, Page: 246, Deed Records
6. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
Recorded: August 15, 1940  
Book: 131, Page: 263, Deed Records  
  
Easement or easements, including the terms and provisions thereof, as contained in said instrument.
7. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
Recorded: January 21, 1941  
Book: 134, Page: 578, Deed Records  
  
Easement or easements, including the terms and provisions thereof, as contained in said instrument.

8. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
Recorded: April 18, 1942  
Book: 146, Page: 545, Deed Records

Easement or easements, including the terms and provisions thereof, as contained in said instrument.

9. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
Recorded: May 17, 1945  
Book: 176, Page: 331, Deed Records

Easement or easements, including the terms and provisions thereof, as contained in said instrument.

10. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
Recorded: October 15, 1945  
Book: 181, Page: 79, Deed Records

Easement or easements, including the terms and provisions thereof, as contained in said instrument.

11. The provisions contained in Warranty Deed,  
Recorded: February 16, 1952,  
Book: 252, Page: 623, Deed Records

12. Limited access provisions contained in Deed from Leslie B. Schwab to State of Oregon, by and through its State Highway Commission, which provided that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,  
Recorded: June 30, 1964  
Book: 354, Page: 206, Deed Records

13. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Pacific Power & Light Company  
Recorded: January 24, 1980  
Book: M80, Page: 1547
14. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: CP National Corporation  
Recorded: April 19, 1984  
Book: M84, Page: 6496
- Easement, Right of Way, and Permit Assignment and Assumption Agreement,  
Recorded: October 7, 1991  
Book: M91, Page: 20783.
15. Limited access provisions contained in Deed from Schwab Properties, LTD to State of Oregon, by and through its State Highway Commission, which provided that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,  
Recorded: November 13, 2012  
Instrument No.: 2012-012557
16. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: State of Oregon  
Recorded: November 13, 2012  
Instrument No.: 2012-012557