



2017-011007
Klamath County, Oregon
09/28/2017 11:06:59 AM
Fee: \$77.00

After recording return to:

First American Title Insurance Company
Attn: Jen Modjeska
818 Stewart Street, Suite 800
Seattle, WA 98101
File No. T2017-553
Map/Account No.: 3614-03400-01000-000
(R365045) and
3714-003AA-00100-000
(R405234)

This space reserved for recorder's use.

SPECIAL WARRANTY DEED

WEYERHAEUSER NR COMPANY, a Washington corporation, whose address is 220 Occidental Avenue South, Seattle, Washington 98104 ("Grantor") for valuable consideration, receipt of which is hereby acknowledged, does hereby convey and specially warrants to KNESS ENTERPRISES LLC, whose address is PO Box 54, Bly, Oregon 97622 ("Grantee"), the real property described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("Property"), free of encumbrances created or suffered by the grantor except as specifically set forth on **Exhibit "B"** attached hereto and incorporated herein by this reference.

The true consideration for this conveyance is Eight Thousand and 00/100 U.S. Dollars (\$8,000.00).

Grantee is purchasing the Property in its "As-Is", "Where-Is" condition and acknowledges Grantor has made no representations with respect to the condition thereof, or the suitability of the Property for any purpose. Grantee or anyone claiming by, through or under Grantee, hereby fully and irrevocably releases Grantor, Grantor's parent company, and any of the parent company subsidiaries, including their agents and representatives (collectively the "Released Parties") from any and all claims that it may now have or hereafter acquire against the Released Parties for any cost, loss, liability, damage, expense, action or cause of action, whether foreseen or unforeseen, arising from or related to any defects, errors or omissions on or in the Property, the presence of environmentally hazardous, toxic or dangerous substances, or any other conditions (whether patent, latent or otherwise) affecting the Property, and Grantee shall indemnify, defend and hold harmless the Released Parties from any such claims made by Grantee, or anyone claiming by, through or under Grantee. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. Grantee hereby acknowledges that Grantor has relied upon these provisions in agreeing to make this conveyance, and also acknowledges that these provisions represent a material part of Grantor's consideration for this conveyance.

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.

[Signatures on following two pages]

GRANTOR:
WEYERHAEUSER NR COMPANY

ACKNOWLEDGMENT

On this 19th day of September, 2017, I certify that I know or have satisfactory evidence that Kristy T. Harlan is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Senior Vice President of Weyerhaeuser NR Company, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

A circular notary seal for Paul A. Hill II. The outer ring contains the text "PAUL A. HILL II" at the top and "STATE OF WASHINGTON" at the bottom. Inside this ring, the words "COMMISSION EXPIRES" are at the top and "PUBLIC" is at the bottom. In the center, the date "10-29-18" is printed, with three small dots above it. The seal has a decorative border of small, repeating marks.

[Grantee signature page follows]

Grantee hereby acknowledges that the above provisions are specifically bargained for and represent a material part of Grantor's consideration for this conveyance.

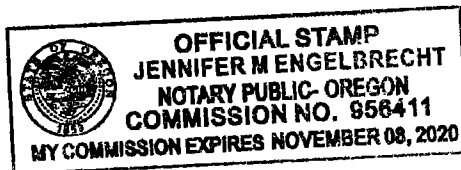
GRANTEE:
KNESS ENTERPRISES LLC

By Donna Marie Kness
Donna Marie Kness, Member

STATE OF OREGON)
) ss
COUNTY OF KLAMATH)

On this 28th day of September, 2017, I certify that I know or have satisfactory evidence that Donna Marie Kness is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as Member of Kness Enterprises LLC, an Oregon limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Jennifer M Engelbrecht
Notary Public in and for the
State of Oregon
Residing in Klamath County
My Commission Expires: 11-8-2020
Printed Name: Jennifer m Engelbrecht

EXHIBIT "A" to the Deed

Legal Description

Klamath County, Oregon

Parcel 1 (Hockey Stick)

BEGINNING AT A POINT ON THE EAST SECTION LINE OF SECTION 34, TOWNSHIP 36 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN, WHICH LIES NORTH 1°48' EAST A DISTANCE OF 33 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 34 AND WHICH POINT IS THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD AND THE SAID EAST SECTION LINE AND RUNNING THENCE NORTH 89°51' WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD A DISTANCE OF 606 FEET; MORE OR LESS TO THE POINT OF INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD AND THE EASTERLY RIGHT OF WAY LINE OF THE OREGON CALIFORNIA AND EASTERN RAILROAD WHICH POINT OF INTERSECTION LIES 76 FEET EASTERLY AND AT RIGHT ANGLES FROM STATION 1395 PLUS 39 OF SAID RAILROAD CENTERLINE; THENCE NORTH 28° 57' WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE OREGON CALIFORNIA AND EASTERN RAILROAD A DISTANCE OF 2364 FEET, MORE OR LESS, TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE 76 FEET EASTERLY AND AT RIGHT ANGLES FROM STATION 1371 PLUS 75 OF THE OREGON CALIFORNIA AND EASTERN RAILROAD CENTER LINE; THENCE SOUTH 49°19' EAST A DISTANCE OF 157 FEET, MORE OR LESS, TO A POINT; THENCE FOLLOWING THE ARC OF A 7°29' CURVE TO THE RIGHT A DISTANCE OF 272.2 FEET TO A POINT, THENCE SOUTH 28°57'-EAST A DISTANCE OF 1498 FEET MORE OR LESS TO A POINT; THENCE FOLLOWING THE ARC OF A 8°36' CURVE TO THE LEFT A DISTANCE OF 688.95 FEET TO A POINT; THENCE SOUTH 88°12' EAST A DISTANCE OF 180 FEET, MORE OR LESS, TO A POINT ON THE EAST SECTION LINE OF SAID SECTION 34 ABOVE MENTIONED; THENCE SOUTH 51°48' WEST, ALONG SAID SECTION LINE A DISTANCE OF 99 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AND

Parcel 2 (Truck Shop)

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 2 FOR A DISTANCE OF 335 FEET TO A POINT; THENCE SOUTH 6° WEST FOR A DISTANCE OF 672 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF THE KLAMATH FALLS-LAKEVIEW HIGHWAY WHICH IS 287 FEET DISTANT SOUTH 66°43' EAST FROM THE INTERSECTION POINT OF SAID NORTHERLY LINE WITH THE WEST LINE OF SAID SECTION 2; THENCE NORTH 66°43' WEST ALONG SAID NORTHERLY LINE 287 FEET TO SAID INTERSECTION POINT; THENCE CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 320 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY CONVEYED TO THE OREGON CALIFORNIA & EASTERN RAILWAY COMPANY BY T.M. EDSALL AND J.C. EDSALL AND WIFE BY THEIR DEED

RECORDED IN VOLUME 80, PAGE 434, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 490 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF THE COUNTY ROAD ALONG THE NORTHERLY LINE OF SAID SECTION 3; THENCE EASTERLY ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 550 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 3; THENCE NORTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING; EXCEPTING FROM THAT PART OF SAID LOT 4 ABOVE DESCRIBED, A 30 FOOT STRIP ALONG THE NORTH LINE OF SAID LOT FOR COUNTY ROAD.

Exhibit "B" to the Deed

Permitted Encumbrances

- (a) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;
- (b) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;
- (c) any rights of the United States of America, the State in which the Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;
- (d) title to that portion of the Property, if any, lying below the mean high water mark of abutting tidal waters, navigable rivers and/or great ponds;
- (e) all easements, rights-of-way, water rights, licenses and other such similar encumbrances apparent or of record;
- (f) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (g) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;
- (h) prior reservations or conveyances of mineral rights or mineral leases of every kind and character;
- (i) any loss or claim due to lack of access to any portion of the Property; and further

SUBJECT TO discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts, which a correct survey would disclose. Affects Parcel 3. The legal description of property for the herein described Parcel 3 has had an ambiguous legal description since the original Right of Way Deed recorded June 7, 1928 in Volume 80, Page 434 through the current vesting deed recorded January 5, 2009 in Volume 2009, Page 000070 and re-recorded November 5, 2009 in Volume 2009, Page 014282; and

SUBJECT TO the provisions contained in deed recorded January 9, 1889 in Book 5, Page 47 (Affects Parcel 2); and

SUBJECT TO the provisions contained in deed recorded January 16, 1929 in Book 85, Page 160. (Affects Parcel 1); and

SUBJECT TO an easement including the terms and provisions thereof, affecting the portion of the Property and for the purposes stated therein as set forth in instrument granted to California Oregon Power Company, recorded July 11, 1938 in Volume 116, Page 440 (Affects Parcel 1); and

SUBJECT TO an easement for existing public utilities in vacated street area and the conditions imposed thereby. Reserved by vacation order recorded December 29, 1938 in Volume 119, Page 393. (Affects Parcel 2); and

SUBJECT TO Supplemental Agreement between Weyerhaeuser Company and the California Oregon Power Company, including the terms and provisions thereof, recorded June 9, 1960 in Volume 322, Page 1. (Affects Parcel 2); and

SUBJECT TO an easement for existing public utilities in vacated street area and the conditions imposed thereby. Reserved by vacation order recorded January 30, 1940 in Volume 350, Page 626; and

SUBJECT TO an easement including the terms and provisions thereof, affecting the portion of the Property and for the purposes stated therein as set forth in instrument granted to Bly Sanitary District, recorded October 2, 1974 in Book M74, Page 12894. (Affects Parcel 1); and

SUBJECT TO an easement including the terms and provisions thereof, affecting a portion of the Property and for the purposes stated therein as set forth in instrument granted to the State of Oregon, acting by and through the Oregon Department of Environmental Quality, recorded July 20, 2015 in Book 2015, Page 007878. (Affects Parcel 2); and

SUBJECT TO an easement including the terms and provisions thereof, affecting a portion of the Property and for the purposes stated therein as set forth in instrument, granted to Old Mill Solar, LLC, recorded December 29, 2015 in Book 2015, Page 013861; and

SUBJECT TO an easement including the terms and provisions thereof, affecting a portion of the Property and for the purposes stated therein as set forth in instrument, granted to PacifiCorp, recorded December 29, 2015 in Book 2015, Page 013862.