

**2021-008701**

**Klamath County, Oregon**

**06/02/2021 08:28:01 AM**

**Fee: \$182.00**

AFTER RECORDING, RETURN TO:  
Fidelity National Title Group  
7130 Glen Forest Drive, Suite 300  
Richmond, Virginia 23226

SEND TAX STATEMENTS TO:  
AP Wireless Investments, I, LLC  
9276 Scranton Road Suite 600  
San Diego, CA. 92121

**STATUTORY WARRANTY DEED**

Keith D. Goode, Eileen M. Gibbons and Jason Schafer, as Tenants in Common as to Parcels 1 and 2 Eileen M. Gibbons, as to a 1/3 undivided interest Keith D. Goode, as to a 1/3 undivided interest and Terry L. Schafer, as to a 1/6 undivided interest and Jason Schafer as to an undivided 1/6 interest as Tenants in Common as to Parcels 3 and 4, Grantor, conveys and warrants to, AP Wireless Investments I, LLC, a Delaware limited liability company, Grantee, the following described real property free of encumbrances except as specifically set forth herein, situated in County, Oregon, to-wit:

See Attached Exhibit A

The said property is free from encumbrances, EXCEPT:

See Attached Exhibit B

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

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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.

The true consideration for this conveyance in terms of actual dollars is \$985,255.00.

Dated. 05/27/2021

Keith D. Goode

Keith D. Goode

Eileen M. Gibbons

Eileen M. Gibbons

\_\_\_\_\_  
Jason Schafer

Terry L. Schafer

Terry L. Schafer

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.

The true consideration for this conveyance in terms of actual dollars is \$985,255.00.

Dated: \_\_\_\_\_

5/26/21

\_\_\_\_\_  
Keith D. Goode

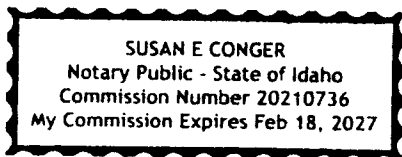
\_\_\_\_\_  
Eileen M. Gibbons

\_\_\_\_\_  
Jason Schafer

\_\_\_\_\_  
Terry L. Schafer

STATE OF Idaho )  
COUNTY OF Gem ) ss.  
 )

This instrument was acknowledged before me on 27<sup>th</sup> of May 2021, 2021 by Eileen M. Gibbons



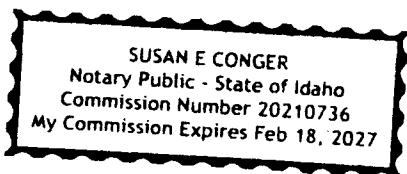
Before me:

Susan E Conger  
NOTARY PUBLIC FOR THE STATE OF Idaho

My Commission Expires: 02/18/2027

STATE OF Idaho )  
COUNTY OF Gem ) ss.  
 )

This instrument was acknowledged before me on 27<sup>th</sup> of May, 2021 by Keith D. Goode.



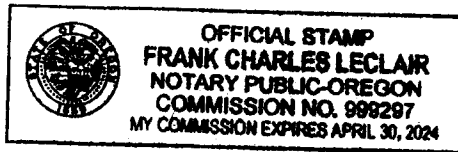
Before me:

Susan E Conger  
NOTARY PUBLIC FOR THE STATE OF Idaho

My Commission Expires: 02/18/2027

STATE OF OREGON )  
 ) ss.  
COUNTY OF LANE )

This instrument was acknowledged before me on 26 May, 2021 by Jason Schafer.



Before me:

A handwritten signature in black ink, appearing to be "F. Leclair", written over a horizontal line.

NOTARY PUBLIC FOR THE STATE OF OREGON

My Commission Expires: 30 April, 2024

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2021 by Terry L. Schafer.

Before me:

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2021 by Jason Schafer.

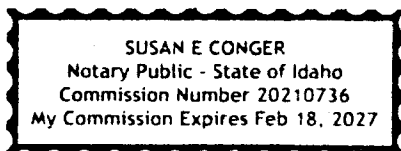
Before me:

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF Idaho )  
 ) ss.  
COUNTY OF Gem )

This instrument was acknowledged before me on 27<sup>th</sup> of May, 2021 by Terry L. Schafer.

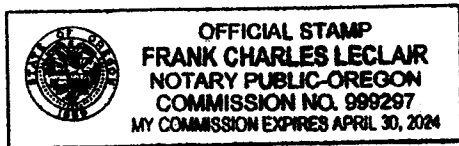


Before me:

Susan E Conger  
NOTARY PUBLIC FOR THE STATE OF Idaho  
Expires 02/18/2027

STATE OF OREGON )  
 ) ss.  
COUNTY OF LANE )

This instrument was acknowledged before me on 26 MAY, 2021 by Jason Schafer.



Before me:

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NOTARY PUBLIC FOR THE STATE OF OREGON

My Commission Expires: 30 April, 2024

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2021 by Terry L. Schafer.

Before me:

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

A parcel of land situated in the Southeast one-quarter of Section 9, Township 39 South, Range 09 East of the Willamette Meridian in Klamath County Oregon. Said parcel being Parcel 2 of Land Partition 10-03, as filed at the Klamath County Clerk's Office and being more particularly described as follows:

Commencing at the South 1/4 corner of said Section 9, thence North 00°06' 02" East, 1795.81 feet to the TRUE POINT OF BEGINNING, said point being marked by a 5/8" rebar with a yellow plastic cap stamped "LS 58985", thence along the north-south center of section line of said Section 9, South 00°06' 02" West, 1138.89 feet more or less, to the southwest corner of the N 1/2 S 1/2 SE 1/4 of said Section 9; thence along the south line of said N 1/2 S 1/2 SE 1/4, South 89°55' 00" East, 1969.61 feet more or less, to the southwesterly right of way line of the Burlington Northern-Santa Fe Railroad as described in deed volume 321, page 327 on file at the Klamath County Clerk's Office; thence leaving said south line and along said southwesterly right of way line, North 47°23' 24" West, 1177.02 feet more or less, to the southeast corner of Parcel 1 of said Land Partition 10-03; thence leaving said southwesterly right of way line and along the southerly boundary of said Parcel 1 the following four (4) courses, South 42°36' 36" West, 207.80 feet; North 48°25' 27" West, 299.92 feet; North 60°58' 37" West, 600.45 feet and North 87°57' 55" West, 211.38 feet to the point of beginning.

**PARCEL 2:**

The S1/2 of the SW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of the SE1/4 of Section 9, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon;

EXCEPTING THEREFROM the following tract conveyed to Oregon Water Corporation by Deed recorded January 30, 1955 in Volume 280, Page 492, Deed Records, being a parcel of land in the SW1/4 of the SE1/4 of the SE1/4 of said Section 9, Township 39 South, Range 9 East, Willamette Meridian, described as follows:

Beginning at a Point "A" which is the Northwest corner of said government subdivision; thence East 351.13 feet to Point "B"; thence South 360.48 feet to Point "C" which lies in an existing fence line; thence North 79° 07' West 357.56 feet along the existing fence line to Point "D"; thence North 292.97 feet to Point "A", the point of beginning.

TOGETHER WITH a Road Easement recorded December 16, 2003, in Volume M03, page 91504, and recorded January 15, 2004 in Volume M04, page 02806, all in Microfilm Records of Klamath County, Oregon, and more particularly described as follows:

A strip of land situated in the NE1/4 SW1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, for the purpose of access to Parcel 2 of Land Partition 10-03 as recorded at the office of the Klamath County Clerk. Strip of land is to be 60 feet in width lying 30 feet on each side of the following described line:

Beginning at a point on the Easterly right of way line of Tingley Lane (formerly Manzanita Way), said point bears



North 46° 24' 23" East, 2856.09 feet from a Klamath County brass cap marking the Southwest corner of said Section 9; thence South 70° 19' 42" East, 140.00 feet; thence South 19° 40' 18" West and parallel with said Easterly right of way, 155.44 feet to a point on the Northerly right of way line of Cedar Drive as dedicated to the public on Ewauna Park Subdivision, as recorded at the office of the Klamath County Clerk. Said point being the point of terminus which bears North 15° 51' 00" West, 1838.87 feet from the S1/4 corner of said Section 9. The side lines of said 60 foot easement are to be extended or shortened to meet at angle points and to terminate at the Easterly right of way of Tingley Lane and the Northerly right of way of Cedar Drive.

PARCEL 3:

That portion of the following described property that lies North and East of the Southside Express Way

The N1/2 of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, lying Easterly of the right of way of the Central Pacific Railway Company as described in deed recorded March 23, 1929 in Volume 85 Page 461, deed records of Klamath County, Oregon.

EXCEPT THE FOLLOWING to wit

The E1/2 of NE1/4 NE1/4 of said Section 16, and that certain tract of land conveyed to James Wells Hunt and wife by deed dated and recorded April 6, 1954, in Volume 266 Page 259, deed records of Klamath County, Oregon, described as follows: A tract of land in the SE1/4 NE1/4 of said Section 16, lying adjacent to the West right of way of the County Road known as Washburn Way, described as follows: Beginning South 0°11' West 427.42 feet and South 89°57' West 30.0 feet from the initial point described on the plat of "Altamont Small Farms", said initial point being South 0°06' East 1344 feet from the Northwest corner of Section 15 in said Township and Range, thence South 89°57' West 178.71 feet, thence South 0°11' West 208.71 feet, thence North 89°57' East 178.71 feet, thence North 0°11' East 208.71 feet, to the point of beginning.

ALSO EXCEPTING that portion deeded to United States of America by deed recorded August 8, 1908 in Volume 24 Page 495, deed records of Klamath County, Oregon.

ALSO EXCEPTING that portion acquired by the State of Oregon by and through its Department of Transportation under Stipulated Final Judgment, docketed June 8, 1987, Case No. 85-750CV in the Circuit Court of Klamath County, Oregon.

ALSO EXCEPTING that portion deeded to Klamath County in deed Volume M96 Page 26133, records of Klamath County, Oregon.

TOGETHER WITH the following described Parcel:

An area of land situated in the NE1/4 of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the intersection of the South line of that tract of land described in Volume 266 at page 259 (record cites page 258) of the Klamath County Deed Records and the West right of way line of Washburn Way, from which the N1/16 corner common to Section 15, Township 39 South, Range 9 East of the Willamette Meridian and said Section 16 bears North 03°40'36" East 612.88 feet; thence North 00°26'32" East, along the said West right of way line, 28.69 feet; thence leaving the said West right of way line North 89°28'14" West 173.90 feet to a point on the boundary of said Volume 266, page 258; thence, along the Boundary of said Volume 266 page 258 the following courses, South 00°48'20" West 28.69 feet and South 89°28'14" East 174.08 feet to the point of beginning, with bearings based on the Oregon State Plane Coordinate System South Zone #3602.

EXCEPTING THEREFROM an area of land situated in the NE1/4 of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the intersection of the North line of that tract of land described in Volume 266 at page 259 (record cites page 258) of the Klamath County Deed Records and the West right of way line of Washburn Way, from which the N1/16 corner common to Section 15, Township 39 South, Range 9 East of the Willamette Meridian, and said Section 16 bears North 05°20'27" East 404.71 feet; thence North 01°05'24" East, along the said West right of way line 18.17 feet; thence leaving said West right of way line, North 89°26'39" West 182.20 feet; thence South 00°48'20" West 198.22 feet; thence South 89°28'14" East 9.35 feet to a point on the boundary of said Volume 266, page 258; thence along the boundary of said volume 266 page 258 the following courses, North 00°48'20" East 180.06 feet and South 89°26'39" East 172.76 feet to the point of beginning, with bearings based on the Oregon State Plane Coordinate System South Zone #3602.

ALSO EXCEPTING THEREFROM all that portion lying Westerly of the Southside Express Way and Easterly of the Southern Pacific Railroad which lies within the SW1/4 of the NE1/4 and in the NW1/4 of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 4:

All of Blocks 9, 10, 11, 12, 13, 14, 19, 20, 21, 22, 23, 24, 25, 26, and 27 of Ewauna Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM all that portion lying within and Southerly of the Southside Bypass

## EXHIBIT B

6. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Irrigation District.  
(No inquiry has been made)
7. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Basin Improvement District.  
(No inquiry has been made)
8. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
9. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as reserved in instrument:  
Recorded: April 24, 1906  
Volume: 20, page 59
10. The provisions contained in Deed,  
Recorded: August 8, 1908,  
Volume: 24, page 495
11. 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: September 1, 1971  
Volume: M71, page 9274
12. 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: City of Klamath Falls  
Recorded: September 13, 2001  
Volume: M01, page 46496
13. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,  
Lessor: Juanita S. Fairclo  
Lessee: United States Cellular Company  
Disclosed by: Memorandum  
Recorded: May 16, 2002  
Volume: M02, page 29334
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: PacifiCorp  
Recorded: May 7, 2002  
Volume: M02, page 27181
15. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as reserved in instrument:  
Recorded: December 16, 2003  
Volume: M03, page 91504
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:

Recorded: December 24, 2003  
Volume: M03, page 91504

17. 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:

Recorded: January 15, 2004  
Volume: M04, page 2806

18. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,

Lessor: Juanita S. Goode, Trustee of the Juanita S. Goode Trust  
Lessee: New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company  
Disclosed by: Memorandum  
Recorded: September 28, 2010  
Instrument No.: 2010-011469

19. 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: Cal-Ore Communications, Inc. a California Corporation  
Recorded: November 6, 2012  
Instrument No.: 2012-012319

20. The Company will require a currently dated Certification of Trust be completed and returned by the Trustee(s) of the Juanita S. Goode Trust U.A.D. November 8, 1999.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

21. The Company will require a copy the Operating Agreement (including any approvals of withdrawal of member(s) or acceptance of new member(s)) and the Articles of Organization of Ewauna Park LLC for its examination prior to closing. Any conveyance or encumbrance of the Limited Liability Company's property must be executed by all of the members unless otherwise provided for in the Operating Agreement.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

22. Notwithstanding Paragraph 4 of the covered risks of the policy or policies to be issued, the policy or policies will not insure against loss arising by reason of any lack of a right of access to and from the Land.

23. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.

24. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Irrigation District.  
(No inquiry has been made)

25. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Basin Improvement District.  
(No inquiry has been made)

26. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.

27. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as reserved in instrument:  
Recorded: April 24, 1906  
Volume: 20, page 59
28. The provisions contained in Deed,  
Recorded: August 8, 1908,  
Volume: 24, page 495
29. The provisions contained in Deed,  
Recorded: May 13, 1931,  
Volume: 95, page 270
30. 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: August 27, 1942  
Volume: 149, page 420
31. 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: February 13, 1957  
Volume: 289, page 571
32. 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: September 1, 1971  
Volume: M71, page 9274
33. 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: June 21, 1985  
Volume: M85, page 9439
34. 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: June 21, 1985  
Volume: M85, page 9442
35. 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: June 21, 1985  
Volume: M85, page 9446
36. 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: Klamath County  
Recorded: August 9, 1996  
Volume: M96, page 24523

37. Limited access provisions contained in Deed from Juanita S. Goode et. al. to Klamath County, a political subdivision of the State of Oregon, 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: August 9, 1996  
Volume: M96, page 24523
38. 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: Washington Water Power Company dba WP Natural Gas  
Recorded: August 19, 1998  
Volume: M98, page 30554
39. 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: Washington Water Power Company DBA WP Natural Gas  
Recorded: August 19, 1998  
Volume: M98, page 30557
40. 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: Washington Water Power Company DBA WP Natural Gas  
Recorded: August 19, 1998  
Volume: M98, page 30560
41. 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: Washington Water Power Company DBA WP Natural Gas  
Recorded: August 19, 1998  
Volume: M98, page 30563
42. 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: City of Klamath Falls  
Recorded: September 13, 2001  
Volume: M01, page 46496
43. 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: Pacificorp  
Recorded: May 7, 2002  
Volume: M01, page 46496
44. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,  
Lessor: Juanita S. Fairclo  
Lessee: United States Cellular Company  
Disclosed by: Memorandum  
Recorded: May 16, 2002  
Volume: M02, page 29334
45. 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: Pacificorp

Recorded: May 7, 2002  
Volume: M02, page 27170

46. 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: Pacificorp  
Recorded: May 7, 2002  
Volume: M02, page 27175
47. 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: Pacificorp  
Recorded: May 7, 2002  
Volume: M02, page 27177
48. 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: Pacificorp  
Recorded: May 7, 2002  
Volume: M02, page 27179
49. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as reserved in instrument:  
Recorded: December 16, 2003  
Volume: M03, page 91504
50. 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:  
Recorded: December 24, 2003  
Volume: M03, page 91504
51. 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:  
Recorded: January 15, 2004  
Volume: M04, page 2806
52. Memorandum of Option, including the terms and provisions thereof,  
Recorded: January 14, 2008  
Instrument No.: 2008-000515  
Between: Juanita S. Goode  
And: Ewauna Park LLC and Odem Meadows, LLC
53. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,  
Lessor: Juanita S. Goode, Trustee of the Juanita S. Goode Trust  
Lessee: New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company  
Disclosed by: Memorandum  
Recorded: September 28, 2010  
Instrument No.: 2010-011469
54. 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: Cal-Ore Communications, Inc. a California Corporation  
Recorded: November 6, 2012  
Instrument No.: 2012-012319



55. 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: Pacificorp  
Recorded: July 5, 2016  
Instrument No.: 2016-007076
56. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,  
Lessor: Eileen Gibbons and Keith D. Goode, Successor Co-Trustees of the Juanita S. Goode Trust  
U.A.D. November 8, 1999 et. al.  
Lessee: Klamath Falls Solar 1  
Disclosed by: Memorandum  
Recorded: July 5, 2016  
Instrument No.: 2016-007121
- Amended by instrument,  
Recorded: February 2, 2017  
Instrument No.: 2017-001076
57. 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: Pacificorp  
Recorded: October 18, 2017  
Instrument No.: 2017-011904
58. Non-Interference Agreement, including the terms and provisions thereof,  
Recorded: March 13, 2018  
Instrument No.: 2018-002757  
Between: Klamath Falls Solar 2 LLC  
And: Klamath Falls Solar 1 LLC
59. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,  
Lessor: Eileen Gibbons and Keith D. Goode, Successor Co-Trustees of the Juanita S. Goode Trust  
U.A.D. November 8, 1999 et. al.  
Lessee: Klamath Falls Solar 2  
Disclosed by: Memorandum  
Recorded: November 20, 2017  
Instrument No.: 2017-013386
60. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount: \$8,000,000.00  
Trustor/Grantor: Klamath Falls Solar 2, LLC, a Delaware Limited Liability Company  
Trustee: AmeriTitle, Inc., an Oregon corporation  
Beneficiary: Live Oak Banking Company, a North Carolina chartered banking corporation  
Dated: March 14, 2018  
Recorded: March 14, 2018  
Instrument No.: 2018-002814