

633029AM

AFTER RECORDING, RETURN TO:
Jordan Ramis PC
Attn: Steven L. Shropshire
360 SW Bond St., Ste. 510
Bend, OR 97702

UNTIL A CHANGE IS REQUESTED,
SEND ALL TAX STATEMENTS TO:
Tule Resources LLC
Attn: Greg Nelson
PO Box 5027
Larkspur, CA 94977

2025-000360
Klamath County, Oregon
01/16/2025 03:59:02 PM
Fee: \$112.00

STATUTORY WARRANTY DEED

Knoll Ranch, LLC, an Oregon limited liability company ("Grantor"), conveys and warrants to Tule Resources LLC, an Oregon limited liability company ("Grantee"), the real property located in Klamath County, Oregon, and described on the attached Exhibit A (the "Property"), free of any deeds of trust, mortgages, liens, and other encumbrances except as specifically set forth herein, subject to the matters shown on attached Exhibit B.

The true consideration for this conveyance is Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00).

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.

[Signature and Acknowledgment on following pages]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed as of this 15 day of January, 2025.

SELLER:

Knoll Ranch, LLC

By: Grant M. Knoll member
Grant Knoll, Member

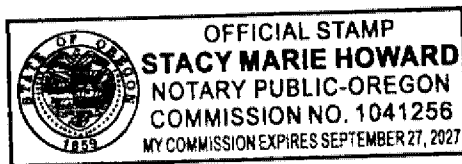
Date: 1-15, 2025

By: Amber Knoll, member
Amber Knoll, Member

Date: 1/15, 2025

STATE OF OREGON)
)ss.
COUNTY OF KLAMATH)

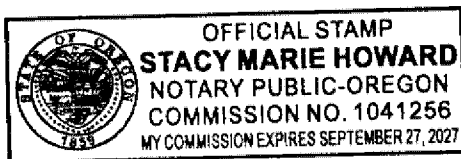
The foregoing instrument is acknowledged before me this 15th day of January, 2025, by Grant Knoll as Member of Knoll Ranch, LLC, an Oregon limited liability company.



Howard
Notary Public for Oregon
My commission expires: 9-27-2027

STATE OF OREGON)
)ss.
COUNTY OF KLAMATH)

The foregoing instrument is acknowledged before me this 15th day of January, 2025, by Amber Knoll as Member of Knoll Ranch, LLC, an Oregon limited liability company.



Howard
Notary Public for Oregon
My commission expires: 9-27-2027

**EXHIBIT A
to Statutory Warranty Deed**

Legal Description of Property

Parcel 1:

In Township 37 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Section 12: Government Lot 4;

Section 13: Government Lot 1, N1/2 of Lot 2, NE1/4 NE1/4, N1/2 SE1/4 NE1/4;

EXCEPT those portions of the above described properties heretofore conveyed to the State of Oregon for highway purposes in Deed Volume 224, page 139, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING those portions of the above described properties heretofore conveyed to the Oregon Eastern Railway Company, an Oregon Corporation, for railroad right-of-way in Deed Volume 26, page 396, Deed Records of Klamath County, Oregon.

Parcel 2:

In Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Section 7: Government Lot 4, SE1/4 SW1/4,

Section 18: N1/2 NW1/4, Portions of the S1/2 NW1/4, more particularly described as follows:

Beginning at the Northeast corner of the SE1/4 NW1/4 of Section 18; thence Southwesterly along the center of the dredger cut to a point 10 chains North of the quarter section corner on the West line of said Section 18; thence North to the Northwest corner of SW1/4 NW1/4 of said Section 18, thence East along the North line of the S1/2 NW1/4 of Section 18 to the place of beginning.

EXCEPTING THEREFROM any portion laying in Algoma Road.

Parcel 3:

Government Lots 5, 6 and 7; the SE1/4 SW1/4 and that portion of the NE1/4 SW1/4 lying West of the State Highway, all in Section 6. Government Lots 1, 2 and 3 and the E1/2 NW1/4 and the NE1/4 SW1/4 of Section 7. All in Township 37 South Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through its State Highway Commission recorded May 14, 1948 in Volume 220, page 395 and recorded March 28, 1950 in Volume 237, page 565, all in Deed Records of Klamath County, Oregon.

EXCEPTING THEREFROM that portion lying in Government Lots 5 and 6 in Section 6, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, conveyed to the State of Oregon by and through its Department of Transportation recorded July 29, 2004 in Volume M04, page 49556, Microfilm Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM any portion laying in Algoma Road.

Parcel 4:

Government Lot 1 in Section 1 and Government Lots 1, 2 and 3 of Section 12, all in Township 37 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through its State Highway Commission recorded May 14, 1948 in Volume 220, page 395 and recorded March 28, 1950 in Volume 237, page 565, all in Deed Records of Klamath County, Oregon.

Parcel 5:

That portion of the NE1/4 SW1/4 of Section 6, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the old The Dalles-California Highway, now known as Algoma Road.

**EXHIBIT B
to Statutory Warranty Deed**

Permitted Exceptions

1. Special Assessment disclosed by the Klamath tax rolls:
For: Fire Patrol Surcharge
2. Special Assessment disclosed by the Klamath tax rolls:
For: Klamath Lake Timber
3. Special Assessment disclosed by the Klamath tax rolls:
For: Klamath Lake Grazing
4. 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.
5. 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.
6. Easement to raise and/or lower the water level of Upper Klamath Lake by Agreement, including the terms and provisions thereof,
Recorded: September 11, 1929
Instrument No.: Volume 88, Page 41

Amended by Agreement, including the terms and provisions thereof,
Recorded: January 31, 1930
Instrument No.: Volume 88, Page 563
7. Agreement, including the terms and provisions thereof,
Recorded: March 13, 1930
Instrument No.: Volume 91, Page 75
8. Agreement for Release for Damages, including the terms and provisions thereof,
Recorded: March 15, 1930
Instrument No.: Volume 91, Page 78
9. An easement including the terms and provisions thereof, affecting the portion of the Land and for the purposes stated therein as set forth in instrument:
Granted To: California Oregon Power Company
Recorded: July 27, 1931
Instrument No.: Volume 95, Page 624
10. Agreement and the terms and conditions contained therein
Purpose: Easement for a ditch right of way
Recorded: May 29, 1943
Instrument No.: Volume 155, Page 489

11. Limited access provisions contained in Deed from William G. Hagelstein and Hazel Hagelstein, husband and wife 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: May 14, 1948
Instrument No.: Volume 220, Page 395
12. Limited access provisions contained in Deed 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: August 21, 1948
Instrument No.: Volume 224, Page 139

Amended by Indenture of Access, including the terms and provisions thereof,
Recorded: October 27, 1952
Instrument No.: Volume 257, Page 400
13. Limited access provisions contained in Deed 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: March 28, 1950
Instrument No.: Volume 237, Page 565

Amended by Indenture of Access, including the terms and provisions thereof,
Recorded: November 20, 1951
Instrument No.: Volume 257, Page 405
14. An easement including the terms and provisions thereof, affecting the portion of the Land and for the purposes stated therein as set forth in instrument:
Granted To: Wm. G. Hagelstein and Hazel Hagelstein
Recorded: August 9, 1950
Instrument No.: Volume 241, Page 148
15. An easement including the terms and provisions thereof, affecting the portion of the Land and for the purposes stated therein as set forth in instrument:
Granted To: California Oregon Power Company
Recorded: December 1, 1953
Instrument No.: Volume 264, Page 259
16. Deed and Agreement, including the terms and provisions thereof,
Recorded: December 13, 1961
Instrument No.: Volume 334, Page 329
17. Agreement for Easement, including the terms and provisions thereof,
Recorded: May 9, 1977
Instrument No.: Volume M77, Page 8013

- 18.** An easement including the terms and provisions thereof, affecting the portion of the Land and for the purposes stated therein as set forth in instrument:
Granted To: PacifiCorp
Recorded: November 16, 1998
Instrument No.: Volume M98, Page 41714
- 19.** An easement including the terms and provisions thereof, affecting the portion of the Land and for the purposes stated therein as set forth in instrument:
Granted To: Pacific Fiber Link LLC
Recorded: December 6, 1999
Instrument No.: Volume M99, Page 47961
- 20.** Controlled access as set out in Oregon Revised Statute, ordinance or order providing that no right or easement of right of access to, from or across State Hwy 97, a controlled access roadway, other than expressly provided for shall attach to the abutting property.
- 21.** Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts, which the Alta survey of Knoll Ranch by Armstrong Surveying Inc., dated August 2, 2024 Drawing No. 24-6156 disclose:
Canal Encroachment, varies between 0.0' and 16.7'
Barn/Building Encroachments