

33928

WARRANTY DEED

Vol. 1784 Page 3077



KNOW ALL MEN BY THESE PRESENTS, That VIRGINIA A. FIEGI, an estate in fee simple,
hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by
Gordon Bowman & Son, Inc., an Oregon corporation
the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

See attached Exhibit "A".

"This instrument does not guarantee that any particular use will be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses."

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$178,089.00
~~However, the actual consideration consists of the following property which is included in the consideration indicated which is~~ (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 27 day of Feb, 1984;
if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation,
affix corporate seal)

STATE OF OREGON, }
County of Klamath } ss.
Feb 27, 1983

STATE OF OREGON, County of _____) ss.
_____, 19____.

Personally appeared the above named _____

Virginia A. Fiegi

and acknowledged the foregoing instrument to be her voluntary act and deed

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: 8-5-87

_____, a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires:

VIRIGNIA A. FIEGI

GRANTOR'S NAME AND ADDRESS

GORDON BOWMAN & SON, INC.

GRANTEE'S NAME AND ADDRESS

After recording return to:
STEVEN A. ZAMSKY, P.C.
601 Main Street, Suite 204
Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.
GORDON BOWMAN & SON, INC.

Re 2 Bx 776
K. Falls, Or 97603

NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as document/fee/file/instrument/microfilm No. _____, Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

SPACE RESERVED
FOR
RECORDER'S USE

EXHIBIT "A" to WARRANTY DEED

A parcel of land situated in Gov. Lots 5, 12, and 13 section 2, Gov. Lots 8 and 9 section 3, in T40S, R11EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at the N 1/16 corner common to said sections 2 and 3; thence North 1365.49 feet to a 1/2-inch pipe described in Volume 2, page 183 of the Klamath County Road records; thence North 1350.00 feet to the TRUE POINT OF BEGINNING of this description; thence West 1367 feet, more or less, to the west line of said Gov. Lot 8; thence Southerly, along the westerly lines of said Gov. Lots 8 and 9, 1359.01 feet to a point in the centerline of Schaupp Road; thence N89 deg. 37'20"E 1360.07 feet to said 1/2-inch pipe; thence South 1365.49 feet to said N 1/16 corner; thence S89 deg. 04'32"E, along the centerline of Bedfield Road as constructed, 1297.4 feet, more or less, to the east line of Gov. Lot 13; thence Northerly, along the east line of said Gov. Lots 13, 12, and 5, 2736.50 feet to a point; thence West 1279.40 feet to the True Point of Beginning,

SAVING AND EXCEPTING THEREFROM, any portion that may be included in the tract of land described as parcel 2 in Deed Volume M77, page 3655, of the Klamath County deed records.

SUBJECT TO:

1. The assessment roll and the tax roll disclose that the within described premises were specially assessed as farmland. Taxes for the year 1983-84, and possibly prior years have been deferred pursuant to ORS 308.370 to 308.403. These, plus earned interest are due and payable when said reason for the deferment no longer exist.

2. Acreage and use limitations under provisions of United States Statutes and regulations issued thereunder.

3. Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.

4. Rules, regulations, liens, and assessments of Klamath Basin Improvement District.

5. Rights of the public and of governmental bodies in and to any portion of the above described property lying below the high water lines of Lost River and in and to said water.

6. Reservations and restrictions in deed from Klamath Irrigation District to C. V. Barton, dated January 18, 1935, recorded July 27, 1936, in Volume 106 page 636, Deed Records of Klamath County, Oregon, as follows: "It is expressly stipulated and agreed that irrigation water shall be delivered at the upper end of the flume connecting said lands with the Klamath Irrigation District Irrigation System, and that the upkeep shall be at grantees expense; that instead of grantor delivering water to said lands as by statute provided, at the highest point on said lands, the water shall be delivered at the flume as herein specified and that this agreement concerning place of delivery of water and upkeep and maintenance of said flume is understood to be and is a covenant running with the land and binding upon the heirs and assigns of the grantee." Affects SW1/4 SW1/4 and Lot 12 Section 35.

7. Agreement, including the terms and provisions thereof, from United States of America to C. V. Barton, dated March 5, 1938, recorded

1 March 11, 1938, in Volume 114 page 482, Deed records of Klamath County,
 2 Oregon, for furnishing water to C. V. Barton under pumping system.
 3 Affects Lot 12 Section 35.

4 8. Right of Way Easement, including the terms and provisions
 5 thereof, given by Melvin D. Fiegi and Virginia Fiegi, his wife, to
 6 Gordon B. Bowman and Florence Bowman, his wife, dated February 11,
 7 1970, recorded March 3, 1970, in Volume M70 page 1730, Deed records of
 8 Klamath County, Oregon.

STATE OF OREGON,)
 county of Klamath)
 Filed for record at request of

on this 27th day of Feb. A.D. 19 84
 at 3:05 o'clock P M, and duly
 recorded in Vol. M84 of Deeds
 Page 3077

EVELYN BIEHN, County Clerk

By Pam Smith Deputy

Fee 12.00

STEVEN A. ZAMSKY, P.C.
 ATTORNEY AT LAW
 110 NORTH SIXTH STREET, SUITE 207
 KLAMATH FALLS, OREGON 97601
 (503) 885-7761