

2009-000433

Klamath County, Oregon



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Fee: \$31.00

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**Grantor's Name and Address:**

Michael Dunn  
204 B Marina Drive  
St. Simons, GA 31522

**After Recording Return to:**

Mark E. Leininger  
Critchfield, Critchfield & Johnson, Ltd.  
138 E. Jackson Street  
Millersburg, OH 44654

**Grantee's Name and Address:**

RHC Associates, a New York general partnership  
Attn: Roderick Cushman  
PO Box 592  
Jackson, Wyoming 83001

**Until a Change is Requested, All  
Tax Statements Shall Be Sent to:**

McDonald's Corporation  
P. O. Box 182571  
Columbus, OH 43218-2571

**STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS that MICHAEL<sup>a.</sup> DUNN, as to an undivided 2.1% interest, hereinafter called Grantor, for the consideration hereinafter stated, to Grantor paid by RHC ASSOCIATES, a New York general partnership, hereinafter called Grantee, does hereby grant, bargain, sell and convey unto the Grantee and Grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows, to-wit:

Portion of Tracts 36 and 43, Enterprise Tracts in the NW1/4 NW1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the South line of Shasta Way, which bears South 0°00 1/2' East a distance of 73.0 feet and North 89°54' East a distance of 510 feet from the iron pipe which marks the Northwest corner of said Section 3, Township 39 South, Range 9 East of the Willamette Meridian; thence South 0°00 1/2' East a distance of 647.38 feet to the Northwesterly corner of that certain parcel described in Mortgage given by Rickfalls, Inc., to the United States National Bank of Portland, dated March 28, 1961, recorded April 4, 1961 in Volume 201 page 355, Mortgage Records of Klamath County, Oregon; thence South 59°21 1/2' East a distance of 330.67 feet, more or less, to the Northwesterly line of Avalon Street and the true point of beginning of this description; thence North 30°38'30" East along the Northwesterly line of Avalon Street, a distance of 140.0 feet to a point; thence North 59°21'30" West at right angles to Avalon

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Street, a distance of 200.0 feet; thence South 30°38'30" West parallel with Avalon Street, a distance of 140.0 feet; thence South 59°21'30" East at right angles to Avalon Street, a distance of 200.0 feet to the point of beginning.

To have and to hold the same unto Grantee and Grantee's heirs, successors and assigns forever.

And Grantor hereby covenants to and with 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 except (if no exceptions, so state): Subject to City Liens, if any due and payable to the City of Klamath Falls; an easement in favor of The California Oregon Power Company for public utilities dated March 20, 1959, recorded March 25, 1959 at Volume 311, page 40, Deed Records of Klamath County, Oregon; reservations and restrictions contained in Deeds recorded March 21, 1966, at Volume M66, page 2415, Microfilm Records of Klamath County, Oregon, recorded March 21, 1966, at Volume M66, Page 2418, Microfilm Records of Klamath County, Oregon, recorded August 30, 1966, at Volume M66, page 8729, Microfilm Records of Klamath County, Oregon, Recorded October 18, 1966, at Volume M66, page 10110, Microfilm Records of Klamath County, Oregon; an easement and conditions for drives, sidewalks, streets, and parking recorded October 14, 1966, at Volume M66, page 10038, Microfilm Records of Klamath County, Oregon, Restrictive Covenant recorded December 5, 1966, at Volume M66, page 12180, Microfilm Records of Klamath County, Oregon, and Consent to Restrictive Covenant recorded December 9, 1966, at Volume M66, page 12345, Microfilm Records of Klamath County, Oregon; a Declaration and Easement recorded January 12, 1970, at Volume M70, page 194, Microfilm Records of Klamath County, Oregon; a public utilities easement in favor of Pacific Power & Light Company dated October 26, 1971, recorded November 2, 1971, at Volume M71, page 11452, Microfilm Records of Klamath County, Oregon; a Lease with certain terms, covenants, conditions and provisions dated September 1, 1972, between Sixth Tottenham Properties, Inc., as Lessor, and McDonald's Corporation, as Lessee, recorded October 19, 1972, at Volume M72, page 11981, Microfilm Records of Klamath County, Oregon; an unrecorded Lease dated October 15, 1971, between McDonald's Corporation, as Lessor, and Charles C. Eads, Jr., Wilma Jo Eads, Edward McCrary and Marilyn F. McCrary, as Lessee, recorded October 19, 1972, at Volume M72, page 11981, Microfilm Records of Klamath County, Oregon; and a Lease dated February 2, 1989, between RHC Associates, successor in interest to Sixth Tottenham Properties, Inc., as Lessor, and McDonald's Corporation, as Lessee, a Memorandum of which was recorded on May 1, 1989, at Volume M89, page 7522, Microfilm Records of Klamath County, Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$15,270.92.

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

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. 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 125.010, 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.

Executed this 15 day of December, 2008.

Michael G. Dunn  
Michael Dunn  
Ga.

STATE OF GA )  
COUNTY OF Glynn ) ss.

On the 15 day of December, 2008, personally appeared before me MICHAEL DUNN, and acknowledged the foregoing instrument to be his voluntary act and deed.

Joanne Sims  
Notary Public for Glynn Co. Notary Public, Glynn County, Georgia  
My Commission Expires: My Commission Expires Oct 22, 2013