

UTC 86140-KR



After recording return to:
Chet Vogt
PO Box 10
Elk Creek, CA 95939

Until a change is requested all tax statements shall be sent to the following address:

Chet Vogt
PO Box 10
Elk Creek, CA 95939

Escrow No. MT86140-KR
Title No. 0086140
SWD r.012910

THIS SPACE 2010-008527
Klamath County, Oregon



07/15/2010 03:23:04 PM Fee: \$42.00

STATUTORY WARRANTY DEED

Gregory B. Bulkley and Jacqueline R. Graham, as tenants by the entirety, Grantor(s) hereby convey and warrant to ^{*see below} ~~Chet Vogt~~ Grantee(s) the following described real property in the County of **KLAMATH** and State of Oregon free of encumbrances except as specifically set forth herein:

Parcel 2 of Land Partition 33-09, replat of Parcel 1 of Land Partition 32-04, situated in Section 1, E1/2 E1/2 of Section 2, Township 36 South, Range 13 East of the Willamette Meridian; W1/2 Section 6 and W1/2 Section 7, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon. The unit of land in the foregoing description was created or established by a final land use decision recorded in 2010-004577 on April 15, 2010.

***Chester N. Vogt and Angela Vogt, as tenants by the entirety**

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any: **See attached Buyer and Seller Agreements attached hereto which becomes a part of this Warranty Deed by this reference; and 2010-2011 Real Property Taxes a lien not yet due and payable.**

The true and actual consideration for this conveyance is **\$865,500.00.**

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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.

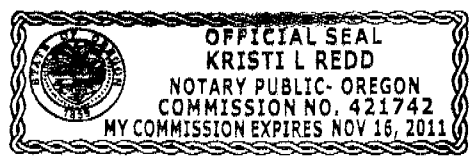
Dated this **14th** day of **July, 2010.**

Gregory B. Bulkley

Jacqueline R. Graham by Gregory B. Bulkley, her attorney in fact

State of Oregon
County of KLAMATH

This instrument was acknowledged before me on July 14, 2010 by Gregory B. Bulkley, individually and as attorney in fact for Jacqueline R. Graham.



(Notary Public for Oregon)
My commission expires 11/16/2011

42 amt

Buyer and Seller Agreements

July 14, 2010

1. **PARTITION TERMS:** The parties hereto have reviewed, accepted and agreed to the terms of the Final Partition #33-09, including but not limited to the maps, boundary lines as set by Adkins Engineering, and all of the restrictive covenants as set forth by Klamath County Planning Department and recorded April 13, 2010.
2. **CAMPBELL ROAD ACCESS:** The parties acknowledge that the Parcel #2 of Land Partition #33-09 has legal access from Campbell Road which roadway is a county road. Seller has agreed to credit buyer at close of escrow with the sum of \$15,000.00, which sum, will remove any and all responsibility of Seller to provide for any additional points of access to Campbell Road.
3. **ACCESS WITH IVORY PINE ROAD:** Seller agrees to allow buyer to use the existing road extending from Ivory Pine Road over and across the retained lands of Seller to Parcel #2 of Land Partition #33-09 for a period of one year commencing with the close of escrow. The parties acknowledge that this roadway is not a public roadway or easement.
4. **HOME SITE DEVELOPMENT:** Seller has given permission for Buyer to develop home site, including pad, domestic well, septic system, barn, power and roads prior to the close of escrow. Buyer warrants that all necessary permits have been secured for work done and that no liens have been created or filed against the property prior to the close of escrow. Buyer agrees not to modify home site location without prior approval of Seller.
5. **FENCING:** Buyer at Buyer's sole expense shall erect and maintain good and adequate lawful fence on common boundary line between Buyer and Seller. Fencing to be done in a workmanlike manner with standards common to the cattle ranching industry. Buyer's responsibility to maintain fence shall extend for a period of 20 years commencing with the date of close of escrow. Said fence shall not be considered a partition fence as that phrase is used in ORS 96.
6. **RESIDENTIAL VIEWS:** Seller and Buyer agree to protect each others' residential landscape views by refraining from building, constructing or locating any structures within view of each others' residential site, to include yard and residential parking areas. This agreement will be binding on the parties, their heirs and successors for a period of 20 years from close of escrow.
7. **FIVE MILE CREEK DIVERSION:** Seller to grant Buyer limited access to the Five Mile Creek Diversion on Sellers' property for the specific purpose of controlling Buyer's irrigation water as permitted by Oregon Water Resources. Buyer to be responsible for any repairs necessary to the diversion, all as required for Buyer's irrigation. Buyer and Seller to agree to access route which route shall utilize existing roadways to fullest extent possible and any departure route therefrom shall be by mutual agreement of the parties.

Buyer(s):

Tom Vogt
Angela Vogt

Seller(s):

Bob B. B. B. B.
Angela R. B. B. B.
Bob B. B. B. B.
attorney-in-fact