

2014-003606

Klamath County, Oregon



00151479201400036060040049

04/18/2014 09:21:48 AM

Fee: \$57.00

After recording return to:

Melissa P. Lande
Bryant, Lovlien & Jarvis, P.C.
591 S.W. Mill View Way
Bend, Oregon 97702

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

David and Karon Bowker, Trustees
2660 NW Fireweed Pl.
Corvallis, OR 97330

BARGAIN AND SALE DEED

Other property or value was either part or the whole consideration for this conveyance.

DAVID M. BOWKER and KARON S. BOWKER, husband and wife, Grantors, convey to **DAVID M. BOWKER and KARON S. BOWKER, Trustees, or the Successor Trustee of the D&K Bowker Trust UTA dated February 10, 2014,** Grantees, the real property located in Sportsman Park, Klamath County, Oregon, being more particularly described as follows:

[SEE ATTACHED EXHIBIT A]

SUBJECT TO: All encumbrances, easements and restrictions of record.

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 NOTARY PAGE FOLLOW]

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1

Lot 56, First Addition to Sportsman Park, Klamath County, Oregon, according to the official plat thereof.

SUBJECT TO: any easements of record, and to Agreement of January 25, 1924, recorded February 15, 1924, in Vol. 63 at page 460 of Klamath County Deed Records concerning the operation of the dam and control of the water levels of Upper Klamath Lake; Reservations contained in the dedication of First Addition to Sportsman Park, and to Declaration of Conditions and Restrictions dated April 25, 1956, recorded April 30, 1956, in Vol. 282 at page 506 of Klamath County Deed Records.

PARCEL 2

Lot 57, First Addition to Sportsman Park, Klamath County, Oregon, according to the official plat thereof.

SUBJECT TO: any easements of record, and to Agreement of January 25, 1924, recorded February 15, 1924, in Vol. 63 at page 460 of Klamath County Deed Records concerning the operation of the dam and control of the water levels of Upper Klamath Lake; Reservations contained in the dedication of First Addition to Sportsman Park, and to Declaration of Conditions and Restrictions dated April 25, 1956, recorded April 30, 1956, in Vol. 282 at page 506 of Klamath County Deed Records.

PARCEL 3

Lot 69 of Second Addition to Sportsman Park, according to the official plat thereof on file in the records of Klamath County, Oregon.

SUBJECT TO: Taxes for fiscal year commencing July 1, 1971, which are now a lien but not yet payable; Agreement concerning the operation of the dam and control of the water levels of Upper Klamath Lake; Reservations and easements contained in the Dedication of Second Addition to Sportsman Park; any easements of record; and to the following building and use restrictions which grantees, their heirs, grantees and assigns, assume and agree to fully observe and comply with, to-wit:

- (1) That grantees will not suffer or permit any unlawful, unsightly or offensive use to be made of said premises nor will they suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood.
- (2) That they will use said premises solely as a residence or summer home site.

(3) That each said lot shall never be subdivided nor shall any less portion than the whole of said lot ever be sold, leased or conveyed, and that no building except one summer home or residence and the usual and necessary outbuildings thereto shall ever be erected thereon.

(4) That no building shall ever be erected within 10 feet of any exterior property line.

(5) That the foregoing covenants are appurtenant to and for the benefit of each and every other lot in said Second Addition to Sportsman Park and shall forever run with the land and shall bind the premises herein conveyed for the benefit of each and every other lot in said addition and the foregoing covenants and restrictions shall be incorporated in and made a part of each and every other deed or conveyance hereafter executed for the purpose of conveying these premises.

PARCELS 4 AND 5

Lots 70 and 71, Second Addition to Sportsman Park, according to the official plat thereof on file in the records of Klamath County, Oregon.

SUBJECT TO: Agreement concerning the operation of the dam and control of the water levels of Upper Klamath Lake; Reservations and easements contained in the Dedication of Second Addition to Sportsman Park; any easements of record; and to the following building and use restrictions which grantees, their heirs, grantees and assigns, assume and agree to fully observe and comply with, to-wit:

(1) That grantees will not suffer or permit any unlawful, unsightly or offensive use to be made of said premises nor will they suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood.

(2) That they will use said premises solely as a residence or summer home site.

(3) That each said lot shall never be subdivided nor shall any less portion than the whole of said lot ever be sold, leased or conveyed, and that no building except one summer home or residence and the usual and necessary outbuildings thereto shall ever be erected thereon.


(4) That no building shall ever be erected within 10 feet of any exterior property line.

(5) That the foregoing covenants are appurtenant to and for the benefit of each and every other lot in said Second Addition to Sportsman Park and shall forever run with the land and shall bind the premises herein conveyed for the benefit of each and every other lot in said addition and the foregoing covenants and restrictions shall be incorporated in and made a part of each and every other deed or conveyance hereafter executed for the purpose of conveying these premises.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the date set forth below.

DATED: April 14, 2014

Grantors:



DAVID M. BOWKER

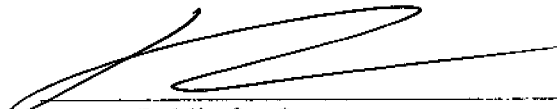


KARON S. BOWKER

STATE OF OREGON, County of Deschutes: ss.

This instrument was acknowledged before me on April 14, 2014 by DAVID M. BOWKER and KARON S. BOWKER.





Notary Public for Oregon