

2021-004462

Klamath County, Oregon

03/25/2021 10:34:00 AM

Fee: \$97.00

CTI 210483 NCS

AFTER RECORDING RETURN TO:

Victoria Roots, LLC
2468 Vale Road
Klamath Falls, Or 97603

SEND TAX STATEMENTS TO:

Victoria Roots, LLC
2468 Vale Road
Klamath Falls, Or 97603

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

GGD Oakdale LLC, a California limited liability company, Grantor, conveys and warrants to Victoria Roots, LLC, an Oregon limited liability company Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Linn, State of Oregon:

Parcel 2 of Land Partition 4-17, replat of a portion of Lots 36 and 43 Enterprise Tracts situate in NW1/4 NW1/4, Section 3, Township 39 South, Range 09 East of the Willamette Meridian, Klamath County, Oregon recorded July 10, 2017 in 2017-007664, Records of Klamath County, Oregon.

SEE ENCUMBRANCES ATTACHED HERETO

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). (See ORS 93.030).

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.

STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 3.15.2021

GGD Oakdale, LLC

BY: [Signature]
Sanjiv Chopra
Manager

State of Nevada
County of Clark

I certify that I know or have satisfactory evidence that Sanjiv Chopra is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Manager of GGD Oakdale, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/15/2021

[Signature]
Name: Erica D. Stephens
Notary Public in and for the State of Nevada
Residing at: Henderson
My appointment expires: 4/15/2024

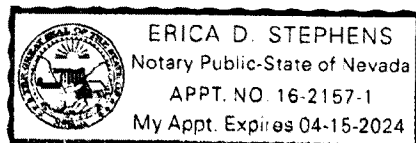


EXHIBIT A EXCEPTIONS

8. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Irrigation District.
9. 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.
10. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The California Oregon Power Company
Recorded: March 25, 1959
Instrument No.: Volume 311, page 40, Deed Records

"as shown on that Survey dated January 26, 2017, last updated January 26, 2017 and prepared by Adkins Consulting and Engineering"

11. The provisions contained in Deed,
Recorded: March 21, 1966,
Instrument No.: M66, page 2415.
Recorded: march 21, 1966
Instrument No.: M66, page 2418
Recorded: August 30, 1966
Instrument No.: M66, page 8729
Recorded: October 18, 1966
Instrument No.: M66, page 10110

"shall not construct any dining room or cocktail lounge or construct any buildings within 60 feet of Kingfalls Restaurant"

12. Declaration and Agreement, including the terms and provisions thereof,
Recorded: January 12, 1970
Instrument No.: M70, page 194
13. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Pacific Power & Light Company
Recorded: November 2, 1971
Instrument No.: M71, page 11452

"as shown on that Survey dated January 26, 2017, last updated January 26, 2017 and prepared by Adkins Consulting and Engineering"

14. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as reserved in instrument:
Recorded: September 8, 2008
Instrument No.: 2008-012523 and 2008-012526
15. Rights of tenants under existing leases or tenancies.

**EXHIBIT A
EXCEPTIONS**

16. Matters as disclosed by Survey by 2063,
Dated: January 26, 2017
Revised Date: February 17, 2017
Job No: 3442-0
As Follows:
A) Power Easement (Exception #9) runs through building
B) Shed and parking area from adjoining property. Concrete wall APPROX 3' tall divides the properties
17. Reciprocal Access Easement as shown on the Partition Plat No. 4-17.
18. Drainage Easement as shown on the Partition Plat No. 4-17.
19. Power Easement as shown on the Partition Plat No. 4-17.
20. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: August 10, 2017
Instrument No.: 2017-009021