

2021-018263
Klamath County, Oregon



12/09/2021 10:13:07 AM

Fee: \$102.00

AFTER RECORDING RETURN TO:

Denny Paschke
P.O. Box 242
Merrill, OR 97633

SEND TAX STATEMENTS TO:

MaryAnn Paschke
P.O. Box 827
Merrill, OR 97633

BARGAIN AND SALE DEED

DENNY PASCHKE, Grantor, conveys to MARY ANN PASCHKE, Grantee, the following described real property situated in Klamath County, State of Oregon:

Parcel 2 of Land Partition 43-20, situated in the SE1/4 of Section 36, T40S, R10EWM, and the North 1/2 of the NE1/4 of Section 1, T41S, R10EWM, Klamath County, Oregon, consisting of 11.8+/- acres.

SUBJECT TO: Real property taxes and assessment, contracts for irrigation and/or drainage, and easements and/or restrictions of record or apparent on the land.

SUBJECT TO: Reserving to Grantor, his heirs, successor, and assign, a perpetual easement for ingress, egress, and utilities that is 30 feet wide along the entire western boundary and entire eastern boundary of Parcel 2.

SUBJECT TO: Reserving to Grantor the use of the shop building on the premises for a period of time ending June 30, 2022.

SUBJECT TO: A life tenancy reservation as set forth on the attached Exhibit A, which is incorporated herein by reference.

The true consideration paid for this transfer, stated in terms of dollars, is \$1.00 and other valuable consideration.

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.

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Parks & Rathiff
Returned at Counter

DATED this 24th day of November, 2021.

GRANTOR

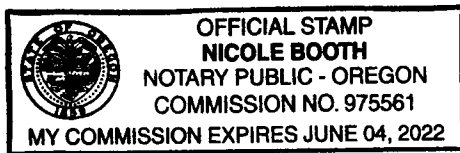
GRANTEE

Denny Paschke
DENNY PASCHKE

Mary Ann Paschke
MARY ANN PASCHKE

STATE OF OREGON, County of Klamath) ss.

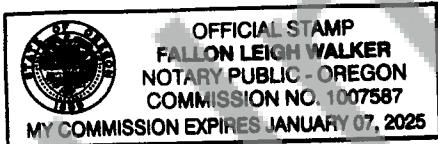
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 24th day of November, 2021, by Denny Paschke, who personally appeared.



Nicole Booth
NOTARY PUBLIC
My Commission expires: 6/04/2022

STATE OF OREGON, County of Klamath) ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 9th day of December, 2021, by Mary Ann Paschke, who personally appeared.



Fallon Leigh Walker
NOTARY PUBLIC
My Commission expires: January 07, 2025

EXHIBIT A

SUBJECT TO:

A life tenancy reservation for a portion of Parcel 2 of Land Partition 43-20 situated in the SE1/4 of Section 36, T40S, R10EWM, and the N1/2 of the NE1/4 of Section 1, T41S, R10EWM, in Klamath County, Oregon, which is set forth below:

LIFE TENANCY RESERVATION

Denny Paschke reserves to himself, and to his children, Chloe Paschke (born January 1, 1997) and Connor Paschke (born August 31, 1998) (together, the "Life Tenants"), for their lives, the exclusive right to occupy the area of the above-described property according to the following metes and bounds:

Beginning at a point at the farmstead address of 16811 Anderson Road, in Merrill, Oregon, of the southernmost point of the existing fence that divides the pasture from the lawn where the existing manufactured dwelling (east of the stick-built primary dwelling) is located, then north 220 feet, thence west 175 feet, thence north 165 feet, thence east 155 feet, thence south 145 feet, thence east 235 feet, thence south 120 feet, thence west 130 feet to the point of beginning (the "Life Tenancy Area"), which is intended to encompass the manufactured dwelling, greenhouse, and curtilage, and which is approximately shown by the outlined area in the aerial photograph below:



CONDITIONS

Furthermore, the Life Tenancy Reservation is conditioned upon the following terms:

1. **Life Tenants' Obligations:**

A. **Maintenance.** Life Tenants agree to regularly maintain, as in the ordinary course of homeownership, the Life Tenancy Area during the term of the tenancy, and said maintenance shall include, but not necessarily be limited to, keeping in good condition and repair all electrical, plumbing, and heating systems, ensuring that there is no leaking through the roof that will result in any long-term damage to the structure, and repairing any damage to a building that will result in a substantial decrease in the structural integrity of the building, or that will result in a significant devaluation to the monetary value of the building.

B. **Taxes.** Life Tenants agree to pay that portion of the Klamath County real property taxes when due, which shall be within thirty (30) days of presentment of an apportioned statement to Life Tenant by the title owner of record ("Owner"), that are assessed and attributed to the "Improvements" of the Life Estate Property which are actually thereon.

C. **Insurance.** Life Tenants shall insure the improvements on the Life Tenancy Area for fire and casualty for replacement value, and shall name Owner on said policy as an additional insured. In case fire or casualty, the proceeds from the insurance policy shall be applied to repair, restoration, or replacement of the damaged improvements. Life Tenants shall provide to Owner a certificate of insurance annually, or at such other intervals as the policy renews.

2. **Remedies.** In the event that Life Tenants are in breach of any of these obligations as set forth above, or elsewhere in this agreement, Owner shall provide written notice of the breach and an opportunity to cure within a reasonable time, the minimum of which shall be thirty days. If Life Tenants fail to cure the breach, Owner may exercise any and all available legal and equitable remedies.

3. **Sublease/Assignment Prohibited.** Life Tenants agree that they will not sublease any part of the Life Tenancy Area, nor assign any of the rights of this grant to a third-party.

4. **Utilities.** Life Tenants shall pay for the utility services, such as electricity, for the Life Tenancy Area.

5. **Indemnification.** Each party will indemnify, defend, and hold harmless the other party and its respective partners, directors, officers, agents, and employees from and against any and all third-party claims for bodily injury and/or property damage arising from or in connection with any accident, injury, or damage, even if caused in part by the negligence of the indemnitee or its partners, directors, officers, agents, and employees occurring in, at, or on an area under the care, custody, and control of the indemnitor, together with all costs, expenses, and liabilities incurred

or in connection with each such claim, action, or proceeding brought thereon, including, without limitation, all attorney fees and expenses at trial and on appeal.

6. **Condemnation.** If all or a portion of the Life Tenancy Area is permanently taken under any right of eminent domain, or any transfer in lieu thereof, and the taking renders the Life Tenancy Area unsuitable for Life Tenants' use, then any and all awards payable by the condemning authority in connection with a taking will be divided equitably between the parties in a manner that reflects their respective interests and as they agree or, if they are unable to agree, in accordance with arbitration as set forth in Paragraph 9.

7. **Waste.** Life Tenants shall not suffer or permit waste to the property during the term of this tenancy.

8. **Runs with Land.** This grant runs with the land, burdens the real property previously described, and will bind and inure to the benefit of the parties, their respective heirs, successors, and assigns; however, this grant shall automatically terminate upon the death of the last surviving Life Tenant.

9. **Arbitration.** Any dispute between Life Tenants and Owner that cannot otherwise be resolved by negotiation or mediation must be submitted to final and binding arbitration in accordance with Oregon law. If the parties cannot agree on an arbitrator, either may submit the matter to the presiding judge of Klamath County for appointment of an arbitrator. Unless otherwise agreed by the parties, the rules of arbitration will be the same as those required for the arbitration of disputes in the court-annexed arbitration in Klamath County, Oregon.

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