

2022-002380

Klamath County, Oregon

02/24/2022 02:47:01 PM

Fee: \$102.00

After Recording Return To:

Melissa F. Busley, Esq.
Dunn Carney LLP
851 SW Sixth Avenue, Suite 1500
Portland, Oregon 97204

**Until a change is requested
all tax statements shall be sent to:**

JoAnn Bingham
c/o Juliann Boccio
738 Fairway Court
Ashland, Oregon 97520

BARGAIN AND SALE DEED

JO ANN BINGAMAN, Grantor, hereby conveys to JULIANN BOCCIO, LORI RENE BREWSTER, and MICHAEL W. BINGAMAN, Grantees, as equal tenants in common, subject to the reservation stated below, all of her interest in the following described real property situated in the County of Klamath, State of Oregon (the "Property"), more particularly described on Exhibit A attached hereto.

The true consideration for this conveyance is \$0. This conveyance is made subject to the reservation of a life estate in favor of Grantor for Grantor's lifetime on the terms set forth in Exhibit B attached hereto.

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.

DATED: FEB 23, 2022.

Jo Ann Bingham
JO ANN BINGAMAN

STATE OF OREGON)
) ss.
County of Jackson)

This instrument was acknowledged before me on 23rd day of February, 2022,
by JO ANN BINGAMAN.

Christina Anne Welch
Notary Public for Oregon

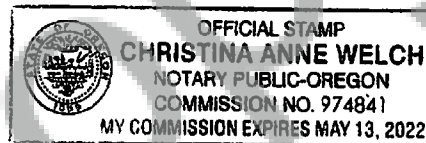


EXHIBIT A

Legal Description

LOT 166 Legal Description:

Lot 166, Third Addition to Sportsman Park Klamath County, Oregon, 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 Third Addition to Sportsman Park; Any easements of record and those apparent on the land, if any; Any matters suffered or created by Grantee; 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 Third 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.

LOT 167 Legal Description:

Lot 167 of Third Addition to Sportsman Park, Klamath County, Oregon, 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 Third Addition to Sportsman Park; and 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 Third 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.

EXHIBIT B

Conveyance

This deed is subject to Grantor's retention of a life estate based on Grantor's life, which life estate is subject to the following conditions: (A) the life estate shall terminate upon the earlier to occur of: (i) Grantor's death, (ii) Grantor's cessation of continuous occupancy of the Property for 45 days or more without Grantee's prior written consent, or (iii) an attempted transfer by or on behalf of Grantor of the life estate or any interest therein, whether voluntarily or by operation of law, to any person or entity other than Grantee; and (B) during the life estate, Grantor shall be entitled to exclusive possession of the Property and shall be solely responsible for payment of or reimbursement to Grantee for, as the case may be, all real estate taxes and assessments attributable to the Property, premiums for insurance coverage with respect to the Property, which insurance Grantor shall carry and which shall identify Grantee as an additional insured, the cost of all utilities and other goods and services provided to the Property, and all other costs and expenses incurred by, on behalf of, or for the benefit of Grantor with respect to the Property.