

2023-001149

Klamath County, Oregon

02/21/2023 08:25:02 AM

Fee: \$97.00

Grantor Name and Address:

DONALD E. NIEDERHAUS, TRUSTEE
8 COAL MINE VIEW
PORTOLA VALLEY, CA 94028

Grantee Name and Address:

DONALD E. NIEDERHAUS, TRUSTEE
8 COAL MINE VIEW
PORTOLA VALLEY, CA 94028

After recording, return to:

DIANA GENDOTTI, ESQ.
LAW OFFICE OF DIANA DEAN GENDOTTI
95 MAIN STREET, SUITE 7
LOS ALTOS, CA 94022

Until requested otherwise, send all tax statements to:

DONALD E. NIEDERHAUS, TRUSTEE
8 COAL MINE VIEW
PORTOLA VALLEY, CA 94028

WARRANTY DEED

DONALD E. NIEDERHAUS, TRUSTEE, under the NIEDERHAUS FAMILY TRUST dated May 15, 1989, whose address is 8 Coal Mine View, Portola Valley, CA 94028 (referred to herein as "Grantor"), hereby conveys and warrants to DONALD E. NIEDERHAUS, TRUSTEE, or any successors in trust, under the SURVIVING SPOUSE'S TRUST CREATED UNDER THE TERMS OF THE NIEDERHAUS FAMILY TRUST dated May 15, 1989 and any amendments thereto, whose address is 8 Coal Mine View, Portola Valley, CA 94028 (referred to herein as "Grantee"), **an undivided Fifty Percent (50%) interest** in and to the following described real property located in Klamath County, Oregon, free of liens and encumbrances except as specifically set forth herein:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Property street address: 6280 Altamont Drive, Klamath Falls, OR 97603

EXCEPTIONS of record on file with the County of Klamath, Oregon.

The true consideration for this conveyance is: NONE

Pursuant to the terms of the trust, upon the death of Sharon E. Niederhaus, which occurred on October 24, 2020, Donald E. Niederhaus became the sole trustee.

Dated: February 1, 2023

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.

GRANTOR:

Niederhaus Family Trust dated May 15, 1989

Donald E. Niederhaus, Trustee
Donald E. Niederhaus, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Santa Clara }

On February 1, 2023, before me, Diana T. Gendotti, Notary Public, personally appeared Donald E. Niederhaus, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Diana T. Gendotti* (Seal)
My Commission Expires: April 23, 2023

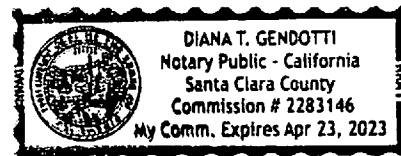


EXHIBIT A

Legal Description

Lot 4, KLAMATH FALLS INDUSTRIAL PARK, TRACT 1463, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

EXCEPTING a parcel of land being the South 84.50 feet of Lot 4 of KLAMATH FALLS INDUSTRIAL PARK, TRACT 1463, a duly recorded subdivision at the Klamath County Clerk's Office, situated in the SW1/4 of Section 15 and the NW1/4 of Section 22, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows: Beginning at the Northwest corner of Lot 3 of said Tract 1463, said point being marked by a 5/8" x 30" rebar with a yellow plastic cap stamped "Rhine-Cross Group LLC", thence along the Westerly boundary line of Lot 4 of said Tract 1463, North 01°21'39" East 84.50 feet to a 5/8" x 30" rebar with a yellow plastic cap stamped "Rhine-Cross Group LLC", thence leaving said Westerly boundary line, South 88°38'21" East 604.57 feet to a point on the Westerly Right-of-Way line of Altamont Drive, said point being marked by a 5/8" x 30" rebar with a yellow plastic cap stamped "Rhine-Cross Group LLC", thence along said Westerly Right-of-Way line along an offset spiral curve to the left, a chord distance of South 00°24'47" West 84.51 feet to the Northeast corner of said Lot 3, said point being marked by a 5/8" x 30" rebar with a yellow plastic cap stamped "Rhine-Cross Group LLC", thence along the North line of said Lot 3, South 88°38'21" East 605.97 feet to the point of beginning.

ALSO EXCEPTING a Parcel of Land being the northerly 79.45 feet of Lot 4, Klamath Falls Industrial Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, situated in the NE1/4 NW1/4 of Section 22 and the SE1/4 SW1/4 of Section 15, all in T39S, R09E of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: BEGINNING on the westerly right of way line of Altamont Drive at the northeast corner of said Lot 4, Klamath Falls Industrial Park; Thence, southerly 33.37 feet along the westerly right of way line of Altamont Drive on a 636.75 foot radius curve to the left, through a central angle of 03°00'11" (the long chord of which bears South 11°55'13" West, 33.37 feet) ; Thence southerly 47.21 feet along an offset spiral curve to the left (the long chord of which bears South 08°35'21" West 47.21 feet); Thence, leaving said westerly right of way line of Altamont Drive, North 89°29'18" West, 686.80 feet to the westerly line of said Lot 4; Thence, along said westerly line of said Lot 4, North 00°51'11" East, 79.45 feet to the northwest corner of said Lot 4; Thence, along the northerly line of said Lot 4, South 89°29'18" East, 699.56 feet to the point of beginning.

Basis of Bearings is Grid North of the Oregon Coordinate Reference System, Bend-Klamath Falls Zone.

The parties herein confirm and agree by their signatures above and/or acceptance of this document that the preparer of this document has not advised the parties on the propriety or suitability of the conveyance; has been engaged solely for the purpose of preparing this instrument; has prepared the instrument only from information given to preparer by the parties and/or their representatives; has not verified the accuracy of the consideration stated to have been paid or upon which any tax may have been calculated; has not verified the legal existence or authority of any party or person executing the document; has not been requested to provide nor has preparer provided a title search, an examination of title or legal description, an opinion on title, legal review or advice of any sort, or advice on property taxes, reassessments, other taxes or the tax, legal or non-legal consequences that may arise from the conveyance; and that they agree to hold harmless, indemnify and defend the preparer from and against any and all losses, liabilities, claims, demands, actions, suits, proceedings, and costs of every nature arising therefrom. The parties herein further agree at any time, and from time to time, to cooperate, adjust, initial, execute, re-execute and re-deliver such further deeds and documents, correct any defect, error or omission and do any and all such further things as may be necessary to implement and carry out the intent of the parties in making this conveyance. Preparer shall not be liable for any consequences arising from modifications to this document not made or approved by preparer.