



2023-004591
Klamath County, Oregon
06/15/2023 10:31:01 AM
Fee: \$102.00

THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:

Michael H. Zielinski and Janene L. Zielinski

30840 Hawthorne Blvd.

Rancho Palos Verdes, CA 90275

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

Michael H. Zielinski and Janene L. Zielinski

30840 Hawthorne Blvd.

Rancho Palos Verdes, CA 90275

File No. 591526AM

STATUTORY WARRANTY DEED

Klamath County, a Political Subdivision of the State of Oregon,

Grantor(s), hereby convey and warrant to

Michael H. Zielinski and Janene L. Zielinski, as Tenants by the Entirety,

Grantee(s), the following described real property in the County of Klamath and State of Oregon free of encumbrances except as specifically set forth herein:

See Exhibits "A,B and C" attached hereto and made a part of this reference

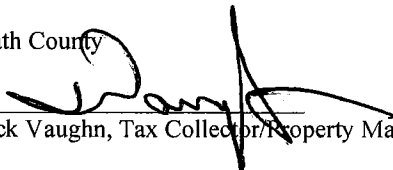
The true and actual consideration for this conveyance is \$22,000.00.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

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 this 14 day of June, 2023.

Klamath County


By: Rick Vaughn, Tax Collector/Property Manager

State of Oregon} ss.
County of Klamath}

On this 14 day of June, 2023, before me, Lisa Legget-Weatherby Notary Public in and for said state, personally appeared Rick Vaughn known or identified to me to be the partner(s) of the Klamath County, a Political Subdivision of the State of Oregon, Partnership that executed the foregoing instrument, and acknowledged to me that ~~he~~ she/they executed the same in said Partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

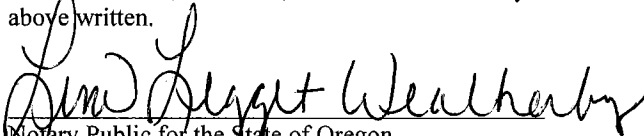
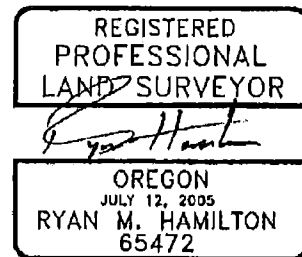

Notary Public for the State of Oregon
Residing at: Klamath
Commission Expires: 10/1/2023



EXHIBIT 'A'

That portion of Lot 4, Block 'A' HOMECREST, lying North and West of the I-C-5 drain, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

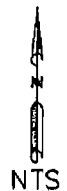
Reserving unto itself a perpetual 20 foot wide drainage ditch easement lying adjacent to the west right of way of that easement described in DV 46. Pg. 83 for the I-C-5 drain and more particularly described as follows; commencing at the intersection of the westerly right of way of said easement and the north right of way of Alva Avenue, thence parallel with said easement N37°04'E, 210.35' more or less to a point, thence continuing along said right of way N11°15'E, 45.92' to a point, thence leaving said right of way S37°04'W, 266.90' more or less to a point on the north right of way of Alva Avenue, thence along said Alva Avenue right of way N89°49'E, 25.12' more or less to the point of beginning containing 0.11 acres more or less.



EXPIRES: 06-30-23

EXHIBIT 'B'

20' DRAINAGE EASEMENT



PUBLIC ALLEY

LOT 4, BLOCK 'A' HOMECREST
SUBDIVISION

KLAMATH COUNTY
R3909-003AB-01501

20' WIDE DRAINAGE
EASEMENT PER
EXHIBIT 'A'

CENTERLINE OF 10' 1-C-5
DRAINAGE EASEMENT
(VOLUME 46, PAGE 83)

1-C-5 DRAIN

CAROLYN D ACEVEDO
R3909-003AB-01500

BURNS STREET
60' RIGHT OF WAY

ALVA STREET
60' RIGHT OF WAY

EXHIBIT 'C'

The purpose of the easement is for a drainage ditch and constructing an all-weather access road for operating, maintaining, constructing, installing pipe and structures and accessing the existing 1-C-5 drainage ditch all of which are hereinafter called FACILITIES. Grantee its heirs, agents, successors and assigns hereby agrees not to unreasonably interfere with the exercise of the easement rights by grantor or its guests, agents, invitees or licensees. The Grantor hereby reserves the right to install a gate and locking system to prevent the unauthorized from occupying or travelling over said easement and the 1-C-5 drain and to protect its right and interest in the facilities

Grantee shall indemnify, defend and hold the Grantor, its heirs, representations, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of any damage, accident, injury or other similar occurrences in the Easement due to grantees negligence or misconduct; or the use, maintenance or repair of the easement by grantee, its guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this agreement to the contrary, the liability of grantor hereunder, to the extent any exist, shall be limited solely and exclusively to the interest of grantor in and to the grantor easement and neither grantor, nor any of its heirs, representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder and grantee hereby expressly waives and releases grantor and such heirs, representatives, successors, employees, affiliates and agents from any and all personal liability.