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08/19/2024 01:55:35 PM

Fee: \$102.00

**UNTIL A CHANGE IS REQUESTED,
SEND ALL TAX STATEMENTS TO:**

Gary Giarretto
37150 Modoc Point Rd.
Chiloquin, OR 97624

AFTER RECORDING RETURN TO:

Law Office of Holly Anne Gibbons, LLC
P.O. Box 700
Waldport, OR 97394

STATUTORY WARRANTY DEED

Gary Giarretto and Noreen Giarretto, husband and wife, acquired the property described below on August 16, 2019. Gary Giarretto, also known as Gary M. Giarretto "Grantor," conveys to Gary M. Giarretto, Trustee of the Gary M. Giarretto Living Trust, dated June 28, 2018, and any amendments thereto, "Grantee," his undivided one-half interest in the following described real property:

Legal description attached hereto as Exhibit A and incorporated herein by reference.

SUBJECT TO AND EXCEPTING: All liens, encumbrances, conditions and restrictions of record or otherwise discoverable in the public records of any governmental agency, and any easements, encroachments, or other conditions and restrictions apparent from a visual inspection of the property, except as specifically set forth herein:

See Exhibit B, which is made a part hereof by this reference.

It is the intent of Grantor and Grantee that upon the execution of this deed, the joint tenancy shall be severed, and Grantee's interest shall be held as tenancy in common with Noreen Giarretto.

The true and actual consideration represents a distribution from grantor to grantee for estate planning purposes, and the true and actual consideration stated in terms of dollars is none.

The liability and obligations of the Grantor for breach of any covenant or warranty of title hereunder shall not exceed the amount of title insurance coverage (right of indemnification) available to Grantor under any title insurance policies, or if there be more than one such policy, the aggregate amount available to the Grantor. It is the intention of the Grantor to preserve any existing title insurance coverage. However, nothing herein contained shall be deemed to have relieved the Grantor of any liability hereunder with respect to which Grantor has, or but for this exception would have, a right of indemnification under any such policy of title insurance.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: this 7 day of AUGUST, 2024

SIGNED:

Gary Giarretto
Gary Giarretto, Grantor

SIGNED:

Noreen Giarretto
Noreen Giarretto (spousal acknowledgment)

STATE OF ^{California} ~~OREGON~~)

COUNTY OF ^{Del Norte} ~~KLAMATH~~) ss.

am
See Attached California
All-Purpose Acknowledgment

On this 9th day of August, 2024, personally appeared Gary Giarretto and acknowledged the foregoing instrument to be his voluntary act.

Aleta M. Mattz
Notary Public for Oregon

State of California }

County of Del Norte }

On August 7, 2024 before me, Aleta M. Mattz, *Notary Public*, personally appeared

Gary Giarretto, Noreen Giarretto who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within the Deed and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the Deed the person, or the entity upon behalf of which the person acted, executed the Deed.

I certify under PENALTY OF INJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

California All-Purpose Certificate of Acknowledgment

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 Del Norte

S.S.

On August 7, 2024 before me, Aleta M. Mattz, Notary Public
personally appeared Gary Giarretto and
Noreen Giarretto

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~~s~~she~~y~~they executed the same in his~~r~~her~~r~~their authorized capacity~~(es)~~, and that by his~~r~~her~~r~~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.

Aleta M. Mattz



OPTIONAL INFORMATION

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Statutory

Warranty Deed

containing 5 pages, and dated 08/07/2024

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☒ Trustee(s)
☐ Other: _____

representing: _____

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

EXHIBIT "A"
LEGAL DESCRIPTION

The Northerly 130 feet of the Southerly 212.5 feet of that portion of Government Lot 21 lying Westerly of the Westerly right of way line of State Highway #427, being a portion of Section 6, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; and,

The Southerly 100 feet of the Northerly 447.6 feet of that portion of Government Lot 21 lying Westerly of the Westerly right of way line of State Highway #427, being in Section 6, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT "B"
EXCEPTIONS

The 2019-2020 Taxes: A lien not yet due or payable.

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.

Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of Agency Lake, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Agency Lake.

All matters arising from any shifting in the course of Agency Lake including but not limited to accretion, reliction and avulsion.

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:	California Oregon Power Company, a California corporation
Recorded:	May 3, 1924
Instrument No.:	Volume 64, Page 76