

KNOW ALL MEN BY THESE PRESENTS: That CHARLES T. DUVAL and LINDA SUSAN DUVAL, husband and wife, do hereby grant, bargain and sell to KARL BAREFIELD and SUSAN KAY BAREFIELD, husband and wife, for the consideration of Five Thousand Nineteen and No/100 (\$5,019.00) Dollars, as well as for the additional consideration referred to below, an undivided one-half interest in that well located in the Northeast corner of Lot 41, Block 38, Klamath River Acres of Oregon, LTD, Klamath County, Oregon, which said well is located approximately 52 feet West of Black Bear Court and approximately 18 feet South of the Northern boundary of said Lot 41.

CHARLES T. DUVAL and LINDA SUSAN DUVAL do also grant, bargain and sell a ten (10) foot wide easement across said Lot 41, Block 38, Klamath River Acres of Oregon, LTD, Klamath County, Oregon, which said easement shall be for the use of Karl Barefield and Susan Kay Barefield for the purpose of placing and maintaining a water line running from said well and which said easement shall run in a general Northwesterly direction from said well to a point intersecting the Southern boundary of Lot 39, Block 38, Klamath River Acres of Oregon, LTD, Klamath County, Oregon.

The above described easement shall be an encumbrance upon Lot 41, Block 38, Klamath River Acres of Oregon, LTD, Klamath County, Oregon, and shall run with the land. Also, said easement is for the benefit of Lot 39, Block 38, Klamath River Acres of Oregon, LTD., Klamath County, Oregon, and shall run with the land.

The above described easement and the terms therein shall also be contingent upon the following terms and conditions:

1. That Karl Barefield and Susan Kay Barefield, or their successors in interest, shall no later than October 12, 1978, pay to Charles T. Duval and Linda Susan Duval the sum of Three Thousand

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Five Hundred Nineteen and No/100 (\$3,519.00) Dollars, which said sum represents the balance of the above referred to consideration of \$5,019.00.

2. That each party to this easement agreement or their successors in interest, shall equally share the costs of maintaining, operating and repairing the above described well and the pumphouse located thereon.

That Karl Barefield and Susan Kay Barefield shall be solely responsible for placing, maintaining and repairing the water line which shall run from the above described well to Lot 39, Block 38, Klamath River Acres of Oregon, LTD, Klamath County, Oregon.

IN WITNESS WHEREOF, this instrument has been executed this 12 day of October, 1977.

Charles T. Duval
Charles T. Duval
Linda S. Duval
Linda Susan Duval

Karl D. Barefield
Karl Barefield
Susan Kay Barefield
Susan Kay Barefield

STATE OF OREGON)
COUNTY OF KLAMATH) ss:

October 12, 1977

Personally appeared the above named Charles T. Duval and Linda Susan Duval and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.

Maryann Cunard
Notary Public for Oregon
My Commission Expires: 11-20-77

STATE OF OREGON)
COUNTY OF KLAMATH) ss:

October 11, 1977

Personally appeared the above named Karl Barefield and Susan Kay Barefield and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.

Maryann Cunard
Notary Public for Oregon
My Commission Expires: 11-20-77

Grantor: Charles T. and Linda Susan Duval
15915 Black Bear Court
Keno, Oregon 97627

Grantee: Karl and Susan Kay Barefield
5302 Mazama Drive
Klamath Falls, Oregon 97601

After Recording Return to:
Karl and Susan Kay Barefield
5302 Mazama Drive
Klamath Falls, Oregon 97601

State of Oregon,)
County of Klamath) ss.

I hereby certify that the within instrument was received and filed for record on the 14th day of OCTOBER, 19 77, at 4:42 o'clock P. M. and recorded on Page 19751 in Book M77 Records of DEEDS of said County.

WM. D. MILNE, County Clerk
By Hazel D. Milne Deputy