

6931 98988

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Robert T. Bond
and J. Marie Bond, hereinafter called grantor,
hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest
in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any-
wise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

Parcel No. 1 (Generally being Tax Lot Code 55-3909-3300-202) as described
in Contract of Sale dated 1st day of November, 1978.
Beginning at the Section Corner common to 29, 28, 32, 33 T. 39s., R. 9E. W. 1/2; thence
South along the Section line 1346.72 feet to the point of beginning; thence
North 89 Deg. 13' East 499.28 feet to a 3/8" iron pipe as per recorded Survey
No. 328 in 1964 by Archie D. Corzatt; thence South 18 Deg. 59' East 640.20
feet to a point; thence South 40 Deg. 11' East 387.80 feet to a point; thence
South 27 Deg. 58' 20" East 452.15 feet to a point; henceforth referred to as
Point No. 1; thence West to a point on the West line of Section 33; thence
North along the Section line to the point of beginning. This parcel is sub-
ject to easements and rights of way both apparent and recorded as related to
Chavez Deed Vol. 69 page 344-1 and Deed Vol. 69 page 344-3.
Access Easement Described on back.

Rerecorded to attach Exhibit "A"

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ None.

However, the actual consideration consists of or includes other property or value given or promised which is
the whole part of the consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)
In construing this deed and where the context so requires, the singular includes the plural and all grammatical
changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 29 day of April, 1981;
if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by
order of its board of directors.

(If executed by a corporation,
affix corporate seal)

Robert T. Bond

STATE OF OREGON,

County of Klamath
April 29, 1981

Personally appeared the above named
Robert T. Bond

and acknowledged the foregoing instru-
ment to be his voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: 7-12-85

STATE OF OREGON, County of

Personally appeared

each for himself and not one for the other, did say that the former is the
president and that the latter is the
secretary of

and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in be-
half of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon

My commission expires:

(SEAL)

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

William M. Bond and Marie Bond
9343 Hwy #39
Klamath Falls Oregon

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

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instru-
ment was received for record on the
day of 19
at o'clock M., and recorded
in book/roll/volume No. on
page or as document/tee/file/
instrument microfilm No.
Record of Deeds of said county.

Witness my hand and seal of
County affixed.

NAME

TITLE

By

Deputy

Description Continued

1883
20608

Access Easement

For the purpose of access to Parcels 1 and 2 herewith is the following description; Beginning at the point of beginning of Parcel No. 1; thence East 499.28 feet to a point; thence North 30.0 feet to a point; thence West 499.28 to a point; thence South 30.0 feet to the point of beginning excepting and or including any easements and rights of way both apparent and recorded on this parcel.

The foregoing easement is non-exclusive, perpetual and shall inure to the benefit of Parcels 1 and 2 above. (See Contract of Sale Nov. 1, 1978)

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of William M. Bond

this 29th day of April A.D. 19 81 at 12:54 o'clock p M., and

duly recorded in Vol. M-81 of Deeds on Page 7629

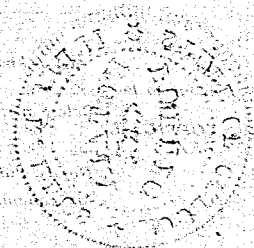
EV-LYN BIEHN, County

By Jacqueline J. Mett

Fee \$7.00

INDEXED

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...and the said instrument is the property of the State of Oregon and the County of Klamath and the same shall be subject to the same laws and regulations as other records in the office of the County Clerk of the County of Klamath, State of Oregon.

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A corrected omission to the following Tax Lots Code 165- 3909-202, 203 and 204 as follows: M-78 29042, M-79 22012, M-81 2737, M-81 7629, and M-81 7768 as below:

Together with a 1/3 interest in a well, pump, pumphouse and water line located on Tax Lots 202, 203 and 204 as described below. 20609

1. A 10' easement for maintenance and repair of a 2" water line beginning at the Southeast corner of Tax Lot 202 which is at the intersection of the North property line of the C-4 lateral and the Westerly property line of the C-4-K lateral which is Point Theta (Θ); thence North 58 Deg. and 11' West 124.0' to the point of beginning at the 6" domestic well and pump house Point A; thence North 82 Deg. 41" West 175.0' to the angle point Point B; thence South 66 Deg. 49" West 328.0' to a point Point C; thence South 110' under the C-4 lateral at the point of curvature at Station 5 + 97.5 to the North property line of Tax Lot Code 164-3909-3300-203 Point D; thence South across Tax Lot 203 and into Tax Lot Code 164-3909-3300-204 1500' to the terminus at Point E near Pacific Power Pole No. 014246.
2. Also an agreement on operation and maintenance of the above water facility to owners of Tax Lots 202, 203 and 204 until such a time as use of the water facility is not needed or desired. The owner of Tax Lot 202 shall be responsible for the payment of the total power and tax bill. An agreement of a fixed charge monthly and or annual shall be agreed upon by the three owners. If this becomes controversial an electric meter shall be installed at the pump and each computed on a 1/3 share of meter cost and power use. It is understood that use of water will be limited to approximately 6 gallons per minute which will limit use to domestic water in the home if existing and for stock water and a minimum usage for flowers and shrubs. If this becomes controversial three water meters shall be installed and the expense borne equally by all three owners. Well is rated at 20 gallons per minute. Maintenance of the pipe and pump shall be borne equally by all three owners and again the owner of Tax Lot 202 shall be responsible for notifying and arranging repair as quickly as possible. If unable to handle any of the above functions for any reason the owners of Tax Lot 203 and or 204 shall take over to correct the problem of operation and repair and bill each party on his share. Payment shall be guaranteed by filing a lien against the property of any one by the other two owners if necessary. Continued controversy by any one owner shall be terminated by suspension of service until rectified. If any controversy develops it is understood the majority rules in solving the problem and the minority is subject to this decision. In the event it might be desirable to add any additional usage to this system an affirmative agreement must be secured by all parties concerned and terms agreed upon at that time. Together with the following terms and conditions said 1/3 interest to the above described property shall run with the land also said 1/3 interest and easement described herein shall be contingent upon the resident of said described property whomever he or she may be contributing to 1/3 of the cost of repairing, maintaining and operating said well, pump, pumphouse and pipeline and it is meant by this conveyance that all subsequent purchasers of said described property shall be bound by the terms of this conveyance and that their rights to said well, pump, pumphouse and pipe line shall be contingent upon their sharing in the expenses described herein.

Access Easement

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 30 day of November A.D., 19 81 at 3:15 o'clock P M., and duly recorded in Vol M 81, of Deeds on page 20607.

Fee \$ 12.00

EVELYN DIEHN
COUNTY CLERK

By Joyce McArthur deputy