

21769

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1 THIS INDENTURE WITNESSETH, that HOWARD BARNHISEL and MAYBELLE E. BARNHISEL,
2 also known as Mabel E. Barnhisel, husband and wife, as Tenants in Common, here-
3 inafter known as Grantors, for the consideration hereinafter stated have bar-
4 gained and sold, and by these presents do grant, bargain, sell and convey unto
5 S. FRANZ WOGAN and MARILYN M. WOGAN, husband and wife, the following-described
6 premises, situated in Klamath County, Oregon, to-wit:

7 PARCEL 1: A tract of land situated in the SW¹/₄ of Section 32, Township
8 38 South, Range 9 East of the Willamette Meridian, Klamath
County, Oregon, and being more particularly described as follows:

9 Beginning at a chiseled cross on a stone monument buried in the ground,
10 said stone being North 41° East a distance of 1094 feet, more or less,
11 by record from the one-fourth corner common to Sections 31 and 32, Town-
12 ship 38 South, Range 9, E.W.M.; thence South 52°00'00" East along the
13 Northerly line of the Barnhisel property 19.00 feet to a one-half inch
14 iron pin, said point being the True Point of Beginning of this descrip-
15 tion; thence continuing South 52°00'00" East 191.65 feet; thence South
16 69°39' West 52.37 feet; thence South 47°31'00" West 49.10 feet; thence
17 North 06°16'20" West 32.80 feet; thence North 37°51'20" West 114.87 feet;
18 thence North 26°26'30" West 30.84 feet; thence North 50°08'40" East
19 28.79 feet to the True Point of Beginning, containing 10,095 square feet,
20 with bearings based on recorded Surveys Numbered 1276, 2007 and 2126.

21 PARCEL 2: An undivided one-third interest in an existing private road
22 right-of-way situated in the SW¹/₄ of Section 32, Township
23 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon,
24 and being more particularly described as follows:

25 Beginning at a chiseled cross on a stone monument buried in the ground,
26 said stone being North 41° East a distance of 1094 feet, more or less,
27 by record from the one-fourth corner common to Sections 31 and 32, Town-
28 ship 38 South, Range 9 East of the Willamette Meridian, thence South
29 37°29'10" East a distance of 206.81 feet, said point being the True
30 Point of Beginning of this description; thence South 47°31' West 230.92
31 feet; thence North 42°29' West 18.00 feet; thence North 47°31' East 235.25
32 feet; thence North 69°39' East 52.37 feet; thence South 52°00' East along
33 said line 28.00 feet; thence South 74°34' West 64.53 feet to the true
34 point of beginning; with the bearings of the above description based on
35 recorded Surveys Numbered 1276, 2007 and 2126.

36 SUBJECT TO: The provision contained in that certain Agreement, dated June
37 18, 1974, between Howard Barnhisel and Maybelle E. Barnhisel, husband and
38 wife, and Harry D. Boivin and Vivian M. Boivin, husband and wife, that
39 said private road right-of-way shall be appurtenant to the real property
40 then owned by said Howard Barnhisel and Maybelle E. Barnhisel, which said
41 real property is more particularly described as Parcel 1 and Parcel 2 in
42 Deed from Howard Barnhisel and Maybelle E. Barnhisel, husband and wife,
43 to the California Oregon Power Company, dated May 16, 1947, and recorded
44 May 22, 1947, in Deed Vol. 206, page 429, Records of Klamath County, Ore-
45 gon, and that the cost of maintenance of said driveway shall be shared
46 equally between the owners of the property adjacent to said driveway and
47 that the use of said driveway shall not be impaired by any of the parties,
48 their heirs and assigns, and that no portion of said driveway shall be
49 used for the parking of trailers, boats or recreational vehicles of any
50 kind.

51 PARCEL 3: An undivided one-third interest in and to the two tracts of
52 common ground more particularly described as follows:

Warranty Deed - Page 11.

The Swimming Pool Tract described as follows:

A tract of land situated in the SW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 38 South, Range 9 East of the Willamette Meridian; thence South 52°00'00" East along the Northerly line of the Barnhisel property 19.00 feet; thence South 50°08'40" West 28.79 feet; thence South 26°26'30" East 30.84 feet; thence South 37°51'20" East 42.04 feet; said point being the True Point of Beginning of this description; thence continuing South 37°51'20" East 72.83 feet; thence South 06°16'20" East 32.80 feet; on the Northwesterly line of that easement recorded in Deed Volume 206, page 429, and Deed Volume 328, page 538, as recorded in the Klamath County Deed Records; thence South 47°31'00" West along said easement line 89.33 feet; thence North 33°32'00" West 79.97 feet; thence North 56°33'30" East 60.78 feet; thence North 37°51'20" West 32.92 feet; thence North 52°08'40" East 39.60 feet to the True Point of Beginning, containing 8,522 square feet, with bearings based on recorded Surveys numbered 1276, 2007 and 2126; and

The Tennis Court Tract described as follows:

A tract of land situated in the SW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 38 South, Range 9 East of the Willamette Meridian; thence South 37°29'10" East a distance of 206.81 feet; to a one-half inch iron pipe set in concrete on the Southerly edge of the Barnhisel entrance road; thence South 47°31'00" West 267.92 feet; thence North 46°43'00" West 75.00 feet; thence North 34°31'00" West 45.78 feet to a one-half inch iron pin; said point being the True Point of Beginning of this description; thence continuing North 34°31'00" West 180.33 feet; thence North 56°02'30" East 67.01 feet; thence South 33°59'09" East 180.91 feet; thence South 56°33'30" West 65.34 feet to the True Point of Beginning, containing 11,952 square feet, together with any land lying between the Northeasterly bank of Link River and the Southwesterly side of the above-described tract of land, with bearings based on recorded Surveys Numbered 1276, 2007 and 2126.

TOGETHER WITH a 6-foot wide easement connecting tennis court and swimming pool tracts for the exclusive use of owners of common ground and their guests situated in the SW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 38 South, Range 9 East of the Willamette Meridian; thence South 37°29'10" East a distance of 206.81 feet; thence South 47°31'00" West 267.92 feet; thence North 46°43'00" West 75.00 feet; said point being the True Point of Beginning of this description, said easement to be six feet in width, and on the right side of the following described line; thence North 34°31'00" West 45.78 feet; thence North 56°33'30" East 147.27 feet; together with any land lying between the Northeasterly bank of Link River and the Southwesterly side of the above-described easement, with bearings based on Surveys Numbered 1276, 2007 and 2126.

1 TOGETHER WITH a perpetual, non-exclusive easement in the existing "Joint
2 Usage" cast iron sewer line to provide sewage service from said Parcel 1
3 to the City of Klamath Falls sewer line, which runs along the East Bank
4 of Link River. Said easement is two feet wide, being one foot on each
5 side of a center line described as follows: Beginning at a point on the
6 Southeasterly Boundary of said Parcel 1, which is North 06°20' West along
7 said Southeasterly Boundary of said Parcel 1 a distance of 29.0 feet, more
8 or less, from the most Southerly corner of said Parcel 1; thence, South
9 52°30' West, a distance of 252.0 feet, more or less, to its intersection
10 with said City Sewer Line near the East Bank of Link River, together with
11 right of ingress and egress to said "Joint Usage" sewer line for the pur-
12 pose of maintaining, repairing and replacing the same as needed reserving
13 unto the landowners across whose land said easement crosses a like, per-
14 petual easement in said "Joint Usage" sewer line.

15 TOGETHER WITH a perpetual non-exclusive easement to discharge and drain
16 clean well water from Vendees' well on said Parcel 1 into the existing
17 spring, lily pond and swimming pool drain pipe which runs parallel to the
18 Southwesterly Boundary of said Parcel 1 across said Parcels 2 and 3.

19 TOGETHER WITH a perpetual, non-exclusive easement to and right to use the
20 existing irrigation system to irrigate said Parcels 1 and 3, but reserving
21 unto the Grantors and other adjacent Landowners, whose premises are also
22 irrigated by said existing irrigation system, a like perpetual easement
23 and right to use said existing irrigation system to irrigate their said
24 lands, and the Vendees, their heirs, grantees and assigns covenant and
25 agree to pay their pro-rata share of the cost of maintaining, repairing
26 and replacing said irrigation system as needed.

27 RESERVING UNTO GRANTORS, their heirs, grantees and assigns, a perpetual
28 easement across said Parcel 1 from the Oregon Water Company water line
29 in Conger Avenue to Grantors' premises adjoining Parcel 1 for domestic
30 water and meters as the same are now located, said easement to be forever
31 appurtenant to and for the benefit of Grantors' said adjoining premises
32 as the same now are or may hereafter be subdivided, together with right
of ingress and egress for the purpose of maintaining, repairing or replac-
ing said water line and meters.

RESERVING UNTO GRANTORS, their heirs, grantees and assigns, a perpetual
non-exclusive easement to be forever appurtenant to and for the benefit
of Grantors' said adjoining premises, as the same now are or may here-
after be subdivided, in the existing spring, lily pond and swimming pool
drain pipe which runs across Parcels 2 and 3.

RESERVING UNTO GRANTORS, their heirs, grantees and assigns, a perpetual
easement for a sewer line across the Tennis Court Tract of Parcel 3 from
Grantors' remaining premises to the City of Klamath Falls sewer line
which runs along the East Bank of Link River to provide sewage service
for and to be forever appurtenant to the Grantors' said remaining premi-
ses as the same now are or may hereafter be subdivided, together with
right of ingress and egress to said sewer line for the purpose of main-
taining, repairing and replacing the same as needed. The description of
said sewer line being a four-foot strip with the center line being de-
scribed as follows: Beginning at a point on the Northeasterly boundary
of Tennis Court Tract (Parcel 3) which is South 33°59'09" East 34.00
feet from the most Northerly corner of said Tennis Court Tract; thence
Southwesterly to a point on the Southwesterly boundary of Tennis Court
Tract which is South 34°31' West 31.8 feet from the most Westerly corner
of said Tennis Court Tract.

SUBJECT TO:

1. Taxes for 1975-76 now a lien but not yet payable.

2. Easement and Agreement for pipe line and irrigation, including the terms and provisions thereof, given by Fred Heilbronner, et al., to The California Oregon Power Company, a corporation, dated March 21, 1925, recorded April 25, 1925, in Vol. 65, page 512, Deed Records of Klamath County, Oregon. (Affects Parcels 1, 2 and 3)
 3. Release of water rights and easement for roadway, including the terms and provisions thereof, given by Howard Barnhisel and Maybelle E. Barnhisel, husband and wife, to The California Oregon Power Company, a California Corporation, dated May 16, 1947, recorded May 22, 1947, Vol. 206, page 429, Deed Records of Klamath County, Oregon. (Affects Parcels 1, 2 and 3)
 4. Easement regarding water line, electric power line, domestic water system, including the terms and provisions thereof, in deed from The California Oregon Power Company, a corporation, to Howard Barnhisel and Maybelle E. Barnhisel, husband and wife, dated April 30, 1947, recorded May 27, 1947, Deed Vol. 207, page 7, Records of Klamath County, Oregon. (Affects Parcel 2 only)
 5. Easement for road purposes on and over the Barnhisel Entrance Road, including the terms and provisions thereof, dated September 11, 1947, recorded September 12, 1947, Vol. 211, page 261, Deed Records of Klamath County, Oregon. (Affects Parcel 2 only)
 6. Easement and right of way to construct, maintain and repair sewer, including the terms and provisions thereof, given by Howard Barnhisel and Maybelle E. Barnhisel, husband and wife, to the City of Klamath Falls, Oregon, dated October 31, 1960, recorded April 14, 1961, Vol. 328, page 538, Deed Records of Klamath County, Oregon. (Affects Parcel 2 only)
 7. Agreement and conveyance, including the terms and provisions thereof, to establish boundary lines, dated June 10, 1968, recorded June 18, 1968, Vol. M68, page 5385, Deed Records of Klamath County, Oregon. (Affects Parcel 2 only)
 8. Agreement, dated July 21, 1975, between Howard Barnhisel and Maybelle E. Barnhisel, husband and wife, David C. Elliott and Eloise J. Elliott, husband and wife, and S. Franz Wogan and Marilyn M. Wogan, husband and wife, concerning and restricting the use of Parcels 1, 2 and 3;
- The true and actual consideration paid for this transfer is \$33,166.67.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantees as an estate by the entirety. And the said Grantors do hereby covenant, to and with the said Grantees, and their assigns, that they are the owners, as tenants in common, in fee simple of said premises; that they are free from all incumbrances, except those above set forth, and that they will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 21st day of July, 1975.

Howard Barnhisel (SEAL)
Howard Barnhisel
Maybelle E. Barnhisel (SEAL)
Maybelle E. Barnhisel

1 STATE OF OREGON

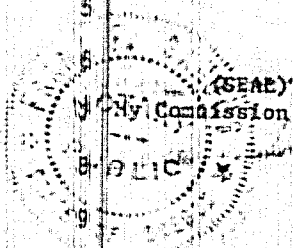
} SS

July 29, 1975

2 County of Klamath

3 Personally appeared the above-named Howard Barnhisel and Maybelle E. Barnhisel, also known as Mabel E. Barnhisel, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Frank J. Gentry
Notary Public for Oregon

(SEAL)
My Commission Expires: February 27, 1979

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STATE OF OREGON: COUNTY OF KLAMATH: \$9.

Filed for record at request of Klamath County Title Co. the 23rd day
of Oct. A.D. 1975 at 12:59 o'clock AM., and duly recorded in Vol. M90
of Deeds on Page 21295.

FEE \$49.00

Evelyn Biehn County Clerk

By Daniel Mulenders

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AFTER RECORDING RETURN TO:
Klamath First Federal
P. O. Box 5270
Klamath Falls, OR 97601

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Warranty Deed - Page 5.