

1999 JUL 22 PM 2: 07

MTC 48698-KR

Vol M96 Page 29257

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in applicable provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, and regulations promulgated thereunder (hereinafter referred to as "Grantor") for a monetary consideration of One Hundred Twenty-Five Thousand and One Dollars (\$125,001), and other valuable consideration, does hereby convey and quitclaim to Calvary Chapel of Klamath Falls, an Oregon nonprofit corporation, 417 McCourt Street, Klamath Falls, Oregon 97601 (hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to the following described property (hereinafter referred to as "property"), situated in Klamath County, State of Oregon.

Parcel 2 of Land Partition 27-98 in Section 22, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, filed for record by the Clerk of Klamath County on December 14, 1998, and further bound and described as follows:

Beginning at the southwest corner of parcel 3 of Land Partition 27-98 as shown on the recorded plat thereof, from which point the northwest corner of said Section 22 bears N32°36'03" West 2878.83 feet: said point being on the northeasterly right-of-way line of the Union Pacific Railroad; thence N89°48'30" East 129.02 feet to the true point of beginning; thence 333.19 feet along the arc of a non tangent 245.00 foot radius curve to the right, the long chord of which bears N07°43'22" East 308.10 feet; thence N46°40'56" East 131.23 feet; thence 27.86 feet along the arc of a 19.00 foot radius curve to the right, the long chord of which bears N88°41'01" East 25.43 feet; thence 185.92 feet along the arc of a 450.00 foot radius curve to the left, the long chord of which bears S61°09'04" East 184.60 feet; thence S00°37'45" East 305.76 feet to the northerly property line of Parcel 1 of Land Partition 27-98; thence S89°48'30" West 327.34 feet to the true point of beginning.

The present street address is 6820 Reber Road, Klamath Falls, Oregon 97603.

SUBJECT TO the right of the City of Klamath Falls, its successors and assigns, for the use and benefit of the public a right-of-

UPON RECORDING RETURN TO AND FORWARD TAX STATEMENTS TO:  
CALVARY CHAPEL,  
6820 REBER ROAD, KLAMATH FALLS, OR 97603

flight for the passage of aircraft in the airspace above the surface of the real property described above, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the Klamath Falls International Airport.

SUBJECT TO an easement granted to the United States for canals, ditches, telephone and electric transmission lines and other irrigation works, recorded in Volume 20, page 577, deed records of Klamath County, Oregon. Applies to the entire 31.12 acre plat of Land Partition 27-98 filed for record December 14, 1998, in Klamath Falls, Oregon. Not locatable from record data.

SUBJECT TO easement granted to the United States for constructing, operating, maintaining, and replacing the existing water, sewer, gas and electrical lines across, beneath and over the property as contained in deed recorded in Volume M97, Page 8953, deed records of Klamath County, Oregon. Applies to the entire 31.12 acre plat of Land Partition 27-98 filed for record December 14, 1998, in Klamath Falls, Oregon. Not locatable from record data.

SUBJECT TO a perpetual easement for sanitary sewer line (existing) that includes a sixteen foot wide utility corridor. It crosses the southwest corner of the property as is depicted on drawing designated Land partition 27-98, filed for record on December 14, 1998, at Klamath Falls, Oregon.

SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipelines, and to other easements of record.

**LEAD-BASED PAINT:** The Grantee hereby acknowledges that the buildings on the property were constructed prior to 1978 (including Building 122, Chapel and Rectory, and Building 112, Pool Building) and, as with all such property, a lead-based paint hazard may be present. The Grantee, shall not permit the use of any such structures for residential habitation unless the Grantee has eliminated the hazards of lead-based paint by treating any defective lead-based paint surface in accordance with all applicable laws and regulations. According to the Consumer Product Safety Commission and the President's Council on Environmental Quality, lead is a special hazard to small children. The United States has not tested and does not intend to test for lead-based paint. The property is being sold "as is" and the Grantee shall be responsible for any and all liabilities, damages, loss, expenses

or judgements arising out of or related to health problems which are the result of exposure to lead-based paint where the exposure occurred after the property was conveyed to the Grantee.

ASBESTOS: Grantee covenants and agrees, on behalf of themselves, their successors and assigns, that in their use and occupancy of the Property, or any part thereof, they will comply with all Federal, state and local laws relating to asbestos; and that grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to Grantee's successors, assigns, employees, invitees, or to any other person subject to the control or direction of Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property described in this deed, whether the Grantee, its successors or assigns has or have properly warned or failed to properly warn the individual(s) injured.

The Grantee has a copy of an asbestos inspection report dated February 25, 1991 which includes information on Building 122, Chapel and Rectory.

HAZARDOUS SUBSTANCE ACTIVITY: Pursuant to 42 U.S.C. section 9620 (h), the General Services Administration advises that no hazardous substance activity took place on the property during the time it was owned by the United States. Grantor covenants for itself, its successors and assigns and every successor in interest to the property herein described that any response or corrective action relating to hazardous substances activity found to be necessary after the date of conveyance shall be conducted by the United States or its designee. Grantee covenants that the United States or its designee shall have access to the property herein described in any case in which a response action due to hazardous substances or corrective actions found to be necessary on the described or adjacent Federal property that is or was held by the United States.

The real property herein described was owned by the City of Klamath Falls from February 18, 1987 to March 21, 1997. It is a portion of the former Kingsley Field Air Force Base which was constructed in the 1950's. The Grantee (Calvary Chapel) occupied the Chapel by lease with the City of Klamath Falls signed on February 22, 1992, and has continued in occupancy as allowed by revocable license issued by the Grantor.

AIR NAVIGATION: The Grantee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the above described real property to a height of not more than 4,242 feet above mean sea level.

The Grantee expressly agrees for itself, its successors and assigns to prevent any use of the above described real property which would interfere with landing or taking off of aircraft at the Klamath Falls International Airport or otherwise constitute an airport hazard. Such hazards include uses that create interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport. The grantor reserves the right to enter upon the land released hereunder and to remove the offending structure or object, and to cut the offending growth, all at the expense of the grantee, in the event the aforesaid covenant is breached.

TO HAVE AND TO HOLD the property together with all the privileges and appurtenances thereto belonging unto Grantees, their successors and assigns, forever. The property was both duly determined to be surplus to the needs and requirements of the United States of America and assigned to the General Services Administration for disposal pursuant to authority contained in the Federal Property and Administrative Services Act, as amended, and applicable orders and regulations promulgated thereunder.

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective as of July 21, 1999.

UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

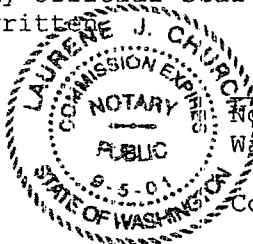
BY Russ Holm  
Contracting Officer  
Real Property Disposal Office Auburn

Deed, Kingsley Field Chapel land

STATE OF WASHINGTON  
COUNTY OF KING

On this 21<sup>st</sup> day of July, 1999, before the undersigned, a Notary Public in and for the State of Washington, personally appeared RUSS HOLM, to me known to be the Contracting Officer, Real Property Disposal Office Auburn, General Services Administration, and to me known to be the individual described in and who executed the foregoing instrument and who under oath stated that he was duly authorized, empowered, and delegated by the Administrator of General Services to execute the said instrument and acknowledged the foregoing instrument to be his free and voluntary act and deed, acting for and on behalf of the Administrator of General Services, acting for and on behalf of the United States of America, for the uses and purposes therein mentioned.

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



Laurene J. Church  
Notary Public in and for the State of  
Washington, residing in Enumclaw Federal Way  
Commission Expires 9-5-01

State of Oregon, County of Klamath  
Recorded 7/22/99, at 2:07 P. m.  
In Vol. M99 Page 29257  
Linda Smith,  
County Clerk Fee \$ 50 - 00