2018-005756 Klamath County, Oregon

Portion of Kingsley Field Klamath County, Oregon GSA INVENTORY CONTROL NO. 9-GR-(1)-OR-434F

05/10/2018 08:55:17 AM

Fee: \$67.00

MAIL TAX STATEMENT TO: S.K. Madan and Shobhana Madan P.O. Box 70917 Pasadena, CA 91107

## QUITCLAIM DEED

THIS INDENTURE, made this 19th day of December, 1989. between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and regulations and orders promulgated thereunder, GRANTOR, and S.K. Madan and Shobhana Madan, as joint tenants, GRANTEES.

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of FORTY-THREE THOUSAND ONE HUNDRED FIFTY-ONE DOLLARS (\$43,151.00) in lawful money of the United States of America, receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim, unto the said GRANTEES, their successors and assigns all that certain real property situate in the County of Klamath, State of Oregon, described as follows:

## PARCEL 1:

A tract of real property situated in the SE1/4 SE1/4 and the NE1/4 SE1/4 of Section 15 and in the NW1/4 SW1/4, SW1/4 SW1/4 and the SE1/4 SW1/4 of Section 14 all in Township 38 South, Range 9 East of the Willamette Base and Meridian, in the County of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at the section corner common to Sections 14, 15, 22 & 23, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence North 0 38 06 West along the boundary common to aforesaid Segtions 14 and 15, a distance of 792.02 feet; thence North 42 22' West, 256.73 feet; thence North 28 40' 30" West, 207.87 feet; thence North 61 15' West, 237.60 feet; thence North 34 35' 30" East, 615.18 feet; thence North 47 51' 17" East, 130.78 feet; thence South 46 36' 44" East, 2097.90 Portion of Kingsley Field, Klamath County, Oregon GSA Control No. 9-GR-(1)-OR-434F

feet; thence South 0<sup>0</sup> 48' 40" East, a distance of 411.75 feet to the South boundary of aforesaid Section 14; thence South 89 14' 34" West along said boundary, a distance of 1486.99 feet, more or less, to the point of beginning containing 44.46 acres, more or less.

## PARCEL 2:

Together with an easement for the right and privilege of constructing, using and maintaining a roadway for ingress and egress to Parcel 1 described above, on and across a part of the NE1/4 SE1/4 of Section 15, Township 38 South, Range 9 East of the Willamette Base and Meridian, in the County of Klamath, State of Oregon, said roadway not to exceed 40.0 feet in width, lying 20.0 feet on each side of the following described centerline.

Beginning at the Southeast corner of Section 15, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence North 89' 57' 09" West, along the South boundary of said Section 15 a distance of 1552.84 feet to the centerline of the Old Fort Road as now located and constructed; thence following the aforesaid centerline Northward on the following courses; (1) along the arc of a 7.007 curve to the right a distance of 428.15 feet; (2) along the arc of 3.997 curve to the left a distance of 353.98 feet; (3) North 21 35' East 210.76 feet; (4) along the arc of a 10.00 curve to the left a distance of 397.83 feet; and North 18 12' West a distance of 485.01 feet to the centerline of an existing road intersection from the Northeast, and being the true point of beginning of this description; thence leaving the Old Fort Road and following the centerline of said intersecting road on the following courses; (1) along the arc of a 41.00 curve to the right a distance of 97.15 feet; (2) North 21 38' East 517.04 feet; (3) along the arc of a 29.00 curve to the right a distance of 440.59 feet; (4) South 30 36' East 106.86 feet; (5) along the arc of a 13.00 curve to the left a distance of 406.28 feet; (6) South 83 25' East 82.39 feet and (7) along the arc of a 30.00 curve to the right a distance of 393.39 feet, more or less to the boundary of Parcel No. 1 aforesaid, containing 1.88 acres more or less.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand

whatsoever, in law as well as in equity, of the said GRANTOR of in or to the foregoing described premises, and every part and parcel thereof, with the appurtenances.

The sale and conveyance of the property is subject to the following:

- a. Any statement of facts which a physical inspection and accurate survey of the premises may disclose.
- b. All covenants, easements, reservations and encumbrances, whether of record or not.
- c. The Grantee covenants for itself, its successors and assigns and every successor in interest to the property here described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.
- d. By acceptance of this instrument, Grantee expressly acknowledges that the property was part of a military training center and, as such, that portions of the property were subject to contamination by the introduction of unexploded and dangerous bombs, shells, rockets, mines and other charges, either below or upon the surface thereof, some of which may remain on the property in an unexploded condition.

By acceptance of this instrument and as further consideration for this conveyance, Grantee covenants and agrees for itself, its successors and assigns, to assume all risks of personal injuries and property damages of any kind whatsoever, including all risks caused by possible contamination of the property by unexploded ordnance, arising out of ownership maintenance, occupation or use of the property by any person whatsoever; and further covenants and agrees to indemnify and save harmless Grantor, its officers, agents and employees, against any and all liability, claims cause of action or suits arising out of or resulting from the contaminated condition of the property.

SAID PROPERTY transferred hereby was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules, orders and regulations.

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TO HAVE AND TO HOLD, all and singular, the said premises, with the improvements thereon, unto the said GRANTEES, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

KENNETH E. LINDEBAK Contracting Officer

Office of Real Estate Sales General Services Administration Region 9, San Francisco, California Portion of Kingsley Field Klamath County, Oregon GSA Control No. 9-GR-(1)-OR-434F (S.K. Madan and Shobhana Madan)

STATE OF CALIFORNIA	)
	( ss:
City and County of San France	isco )

On this Administrator of General Services.

Notary Public in and for the County of San Francisco, State of California, personally appeared KENNETH E. LINDEBAK, known to me to be the Contracting Officer, Office of Real Estate Sales, General Services Administration, Region 9, San Francisco, California and he acknowledged that he executed the within instrument on behalf of the United States of America, acting by and through the Administrator of General Services.

WITNESS my hand and official seal.

SEAL

OFFICIAL SEAL
FABIAN HUEY
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Comm. Expires Feb. 4, 1991

FABIAN HUEY()
Notary Public
in and for the County of
San Francisco, State of
California

Portion of Kingsley Field Klamath County, Oregon GSA Control No. 9-GR-(1)-OR-434F (S.K. Madan and Shobhana Madan)



UNITED STATES OF AMERICA

Acting by and through the

ADMINISTRATOR OF GENERAL SERVICES

By

Blaine Hastings

**Contracting Officer** 

Real Property Utilization and Disposal Office

General Services Administration

Region 9, Auburn, Washington

State of Washington County of King

On this 30 day of 2018, before me, Lisa Roundtree, a Notary Public in and for the County of King, State of Washington, personally appeared Blaine Hastings, known to me to be the Contracting Officer, Real Property Utilization and Disposal Office, General Services Administration, Region 9, Auburn, Washington, and he acknowledged that he executed the within instrument on behalf of the United States of America, acting by and through the Administrator of General Services.

WITNESS my hand and official seal.

Lisa Roundtree

Notary Public

Residing in Enumclaw, WA Commission Expires: 4/9/2021