



THIS SPACE RESERVED FOR

2021-015816
Klamath County, Oregon
10/20/2021 11:19:01 AM
Fee: \$102.00

After recording return to:
JBC Real Estate LLC, an Oregon limited liability
company
2817 Memorial Dr.
Klamath Falls, OR 97601

Until a change is requested all tax statements shall be
sent to the following address:
JBC Real Estate LLC, an Oregon limited liability
company
2817 Memorial Dr.
Klamath Falls, OR 97601
File No. 484635AM

STATUTORY WARRANTY DEED

Frederick W. Fahner and Jessie P. Fahner, trustees of the 1996 Fahner Family Trust Revocable Living Trust Agreement as to Parcel 1, and Fredrick W. Fahner, Trustee of the 1996 Fahner Family Trust as to Parcel 2, Grantor(s), hereby convey and warrant to

JBC Real Estate LLC, an Oregon limited liability company,

Grantee(s), the following described real property in the County of Klamath and State of Oregon free of encumbrances except as specifically set forth herein:

PARCEL 1:

Parcels 1 and 2 of Land Partition 42-93 situated in the S1/2 and the SW1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2:

Beginning at an iron pin on the Easterly right of way line of the Kesterson Road which point lies South 0°38' East a distance of 2170 feet and South 2°23' West a distance of 645.45 feet from the quarter corner common to Sections 5 and 8 of Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; and running thence; South 62°18' East a distance of 152.7 feet to an iron pin on the Westerly right of way line of the Great Northern Railway; thence South 27°42' West along the Westerly right of way of the Great Northern Railway a distance of 539.3 feet to its intersection with the Easterly right of way line of Kesterson Road; thence in a Northeasterly direction following the Easterly right of way line of the Kesterson Road to the point of beginning, in Lots 3 and 13 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian

The true and actual consideration for this conveyance is \$110,000.00.
The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

2021-2022 Real Property Taxes, a lien not yet due and payable

RESERVATIONS AND RESTRICTIONS AS SHOWN IN ATTACHED EXHIBIT "B"

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 18th day of OCT 2021

1996 Fahner Family Trust Revocable Living Trust

By: [Signature]
Frederick W. Fahner, Trustee

By: [Signature]
Jessie P. Fahner, Trustee

State of Oregon } ss
County of Klamath }

On this 18th day of OCTOBER (2) Vivian Michelle Garcia
~~September~~, 2021, before me, ~~Heather Sciurba~~ a Notary Public in and for said state, personally appeared Frederick W. Fahner and Jessie P. Fahner, Trustees of the 1996 Fahner Family Trust Revocable Living Trust Agreement, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

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

[Signature]
Notary Public for the State of Oregon
Residing at: Klamath Falls OR
Commission Expires: ~~12/17/2021~~
12/22/2024

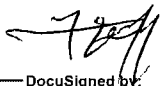
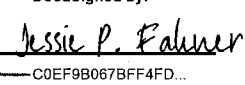
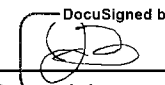



Exhibit "B"

The undersigned parties to a Purchase and Sale Agreement dated July 15, 2021, by and between JBC Real Estate LLC, ("Purchaser"), and Frederick W. Fahner and Jessie P. Fahner, trustees of the 1996 Fahner Family Trust Revocable Living Trust Agreement, **Parcel 1** and Fredrick W. Fahner, Trustee of the 1996 Fahner Family Trust **Parcel 2** ("Seller"), see Exhibit A for the purchase and sale of that certain property municipally known as 2817 Memorial Drive, Klamath Falls, OR 97601 ("Property") hereby mutually agree pursuant to Addendum "C".

- 1) Seller to be responsible for ensuring the collection system and pump/pumping station are in operating condition and will maintain the pump and pumping station for 30 days after connection by Buyer. This includes electrical hook up to the Collection System.
- 2) After 30 days from hook-up, Buyer will maintain from his property to the point of pump indefinitely until other users join.
- 3) All users connected to and using the system shall be responsible jointly for the maintenance/repair of the system from the collection site to the City connection.
- 4) Pump repair and/or replacement to be shared 50% after the initial 30 days from buyer's hook-up. Any subsequent users of the system will participate proportionately.
- 5) Buyer will pay 100% of power usage until other users join (If there is an existing separate meter for this pump, otherwise Seller and Buyer will set a flat rental rate for power that can be re-negotiated every 12 months.)
- 6) When new users join (or new property owners) Buyer and Seller will create a district, HOA or governing document to further manage the system which may override this agreement with Buyer and Seller approval.
- 7) Prior to closing, Seller to have a document drafted to address the above mentioned items, subject to Buyer approval.
- 8) Buyer to maintain the property in clean, organized manner such that it compatible as possible with adjacent properties.

All terms and conditions of the Agreement shall be the same. This document shall be incorporated into and deemed a part of the Purchase and Sale contract.

<div>DocuSigned by:  Frederick W. Fahner C0EF9B067BFF4FD...</div>	<div>DocuSigned by:  Jessie P. Fahner C0EF9B067BFF4FD...</div>	<div>10/10/2021 10/14/2021 10:27 AM PDT _____ Date</div>
<div>DocuSigned by:  Buyer(s) C0EF9B067BFF4FD...</div>	<div> 10/18/2021</div>	<div>10/14/2021 _____ Date</div>

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Seller(s)

Date

Buyer(s)

Date



10/18/21
Date

EXHIBIT A
Legal Description

PARCEL 1:

Parcels 1 and 2 of Land Partition 42-93 situated in the S1/2 and the SW1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

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Beginning at an iron pin on the Easterly right of way line of the Kesterson Road which point lies South 0°38' East a distance of 2170 feet and South 2°23' West a distance of 645.45 feet from the quarter corner common to Sections 5 and 8 of Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; and running thence; South 62°18' East a distance of 152.7 feet to an iron pin on the Westerly right of way line of the Great Northern Railway; thence South 27°42' West along the Westerly right of way of the Great Northern Railway a distance of 539.3 feet to its intersection with the Easterly right of way line of Kesterson Road; thence in a Northeasterly direction following the Easterly right of way line of the Kesterson Road to the point of beginning, in Lots 3 and 13 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian