

'01 MAR 30 AM 11:20

DANIEL MILLER, Grantor, for no monetary consideration does grant to the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a permanent easement to construct and maintain slopes, upon the following described property:

A parcel of land lying in Lots 1, 2, and 11, Block 4, NORTH CHEMULT, Klamath County, Oregon (now vacated) and Lots 4 and 5, Block 3, CHEMULT OREGON, Klamath County, Oregon and being a portion of that property designated as Parcel 1 and Parcel 3 and described in that deed to Richard Van Donk and Karen Van Donk, recorded in Book M-97, Page 40433 of Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land 16 meters in width, lying on the Easterly side of the center line of the relocated The Dalles-California Highway which center line is described as follows:

Beginning at Engineer's center line Station 20+999.999, said station being 329.679 meters South and 103.539 meters West of the Northeast Corner of Section 20, Township 27 South, Range 8 East, W.M.; thence South 19° 09' 00" East 1547.387 meters to Engineer's center line Station 22+547.386.

ALSO that portion of Fourth Street vacated by the Klamath County Board of Commissioners in that Order Granting Vacation, dated May 27, 1982, inuring to said Lot 1 and included in said strip of land.

ALSO that portion of the alley vacated by the Klamath County Board of Commissioners in that Order Granting Vacation, dated May 27, 1982, inuring to said Lots 2 and 11 included in said strip of land.

ALSO that portion of Chemult Road vacated by that Order Of Vacation, recorded in Book M-66, Page 8001 of Klamath County Deed Records inuring to said Lot 11 and said Lot 5 included in said strip of land.

Bearings are based on an Oregon Department of Transportation Survey. See Drawing No. 6B-14-3, dated March, 1945.

The parcel of land to which this description applies contains 406 square meters, more or less, outside of the existing right of way.

GRANTOR RESERVES the right to leave any and all buildings and structures currently located in the easement area where they are, and to use and maintain same.

IT IS UNDERSTOOD that the easement herein granted does not convey any right or interest in the above-described property, except as stated herein, nor prevent Grantor from the use of said property including the right to build additional buildings or structures therein; provided, however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support of the public way.

IT IS ALSO UNDERSTOOD that Grantee shall never be required to remove the slope materials placed by it on said property, nor shall Grantee be subject to any damages to Grantor and grantor's heirs, successors and assigns, by reason thereof, or by reason of any change of grade of the public way abutting on said property.

3-6-01

RETURN TO AND TAX STATEMENT TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
355 CAPITOL STREET NE, ROOM 420
SALEM OR 97301-3871

Account No.: 168311 270821BC 200

Property Address: Highway 97
Chemult OR 97731

26.00 M

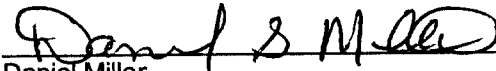
Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

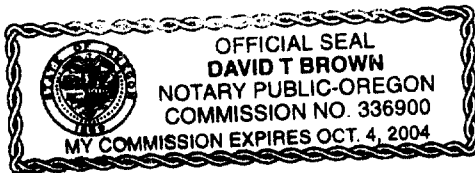
It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this 20 day of MARCH, 2001.


Daniel Miller

STATE OF OREGON, County of Klamath

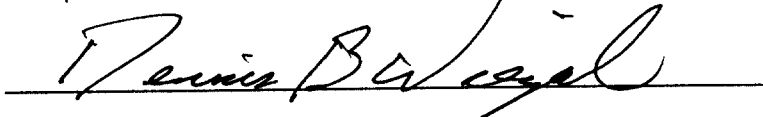
Dated 3-20, 2001. Personally appeared the above named Daniel Miller, who acknowledged the foregoing instrument to be his voluntary act. Before me:




Notary Public for Oregon

My Commission expires 10-4-04

Accepted on behalf of the Oregon Department of Transportation



State of Oregon, County of Klamath
Recorded 03/30/01, at 11:20a m.
In Vol. M01 Page 13064
Linda Smith,
County Clerk Fee \$ 26⁰⁰