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ODOT
File 6951-004
10B-16-11

State of Oregon, County of Klamath
Recorded 08/21/2002 10:53 a.m.
Vol M02, Pg 47042-44
Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

mtc 56789-

WARRANTY DEED

KLAMATH PACIFIC CORPORATION, an Oregon corporation, Grantor, for the true and actual consideration of \$ 10,000⁰⁰ does convey unto the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, fee title to the following described property:

Parcel 1 - Fee

A parcel of land lying in Parcel 3 of LAND PARTITION #18-95, Klamath County, Oregon and being a portion of that property described in that deed to Klamath Pacific Corporation, recorded in Book M-90, Page 14221 of Klamath County Record of Deeds; the said parcel being the Easterly 34.500 meters of the Southerly 26.322 meters of said Parcel 3.

The parcel of land to which this description applies contains 908 square meters, more or less.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the following described property:

Parcel 2 - Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Parcel 3 of LAND PARTITION #18-95, Klamath County, Oregon and being a portion of that property described in that deed to Klamath Pacific Corporation, recorded in Book M-90, Page 14221 of Klamath County Record of Deeds; the said parcel being the Easterly 37.500 meters of the Southerly 26.322 meters of said Parcel 3.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 79 square meters, more or less.

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.: 879164, 38-09-18-2004

Property Address:

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31.00

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IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the above-mentioned construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 2, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that grantor is the owner of said property which is free from encumbrances, except for easements, conditions, and restrictions of record, and will warrant the same from all lawful claims whatsoever, except as stated herein.

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.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations

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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 31 day of July, 2002.

KLAMATH PACIFIC CORPORATION, an Oregon
corporation

By [Signature]
President

By [Signature]
Secretary

STATE OF OREGON, County of Klamath

Dated July 31, 2002. Personally appeared Bob Stewart
and Marilyn Stewart, who, being sworn, stated that they are the President and Secretary of Klamath Pacific Corporation, an Oregon corporation, and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:



[Signature]
Notary Public for Oregon

My Commission expires April 22, 2006

Accepted on behalf of the Oregon Department of Transportation

[Signature] 8/13/02
Region 4 R/W Project Mngr.