

Vol M05 Page 22272

State of Oregon, County of Klamath
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Linda Smith, County Clerk
Fee \$ 56.00 # of Pgs 8

'05 MAR 31 PM3:16

Aspen 59202

WARRANTY DEED

LOWELL N. JONES CO., an Oregon corporation, Grantor, for the true and actual consideration of \$ 100,018.00 does convey and warrant to the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, fee title to the property described as **Parcels 1, 2, 3, 4 and 5 on Exhibit "A"** dated **4/09/2004** attached hereto and by this reference made a part hereof.

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.

SUBJECT TO the following restrictions and reservations:

Grantee shall use Parcel 3 of the Property primarily for the purposes of protecting wetlands existing on Parcel 3 at the time of this conveyance and arising naturally thereafter, and for the creation of additional wetlands to mitigate the effects of destruction or reduction of wetlands on other property, as authorized and contemplated under Oregon Department of State Lands Removal-Fill Permit No. 322-99GA, and Corps of Engineers Permit No. 2004-00305 (the "**Permits**").

Except as necessary for the maintenance or improvement of existing or future roadways on Parcel 1 of the Property, which use is expressly permitted under this conveyance, Grantee agrees and covenants that:

1. Activities on Parcel 3 will conform to the requirements of the Permits;

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.: 39-10-14-100 and 400, R596466

Property Address: 13800 Block Hwy 140 West MP 11
Klamath Falls, OR

5600 X

2. There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any vegetation on Parcel 3, nor any disturbance or change in the natural habitat of Parcel 3, except to remove and/or control non-native species;
3. There shall be no agricultural, commercial, or industrial activity undertaken or allowed on Parcel 3; nor shall any right of passage across or upon Parcel 3 be allowed or granted if that right of passage is used in conjunction with agricultural, commercial or industrial activity;
4. No domestic animals shall be allowed on Parcel 3;
5. There shall be no filling, excavating, dredging, mining or drilling, no removal of topsoil sand, gravel, rock minerals or other materials, nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land of Parcel 3 in any manner without written approval from the state and federal wetland regulatory agencies;
6. There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards or other advertising material, or other structures on Parcel 3; and
7. Crossings of Parcel 3 for utility line installation shall be allowed only if complete restoration of grades and vegetation is done.

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 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 4th day of February, 2005.

LOWELL N. JONES CO., an Oregon corporation

By Lowell N. Jones
President

By Norman Hawkins Jones
Secretary

STATE OF _____, County of _____

Dated _____, 20____. Personally appeared _____

and _____, who, being sworn, stated that they are the President and Secretary of Lowell N. Jones Co., an Oregon corporation, and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:

Notary Public for _____ (State)

My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation

Richard K. Dwyer

See California
All-purpose
Acknowledgement
Attached for
Notary Signature
& Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

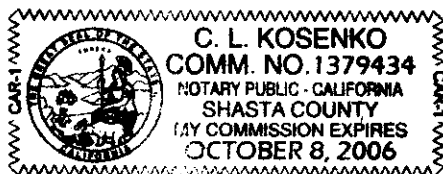
22275

State of California }
County of Shasta } ss.

On 2-4-05 before me, C.L. Kosenko Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared Harmony Hawkins Jones & Lowell N. Jones
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

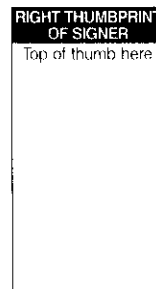
Title or Type of Document: Warranty Deed
Document Date: February 4, 2005 Number of Pages: 7
Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer

Signer's Name: Harmony Hawkins Jones & Lowell N. Jones

- ☐ Individual
☒ Corporate Officer — Title(s): Pres. & Sec.
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Lowell N Jones Co., Inc.



PARCEL 1 - Fee

A parcel of land lying in Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 of Section 14, Township 39 South, Range 10 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Lowell N. Jones company, recorded May 1, 1974 in Volume M74, Page 5429 of Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the center line of the relocated Klamath Falls - Lakeview Highway, which center line is described as follows:

Beginning at Engineer's center line Station 14+169.193, said station being 101.474 meters North and 140.720 meters West of the Northeast corner of Lot 7, Section 14, Township 39 South, Range 10 East, W.M.; thence North 51°30'00" East 135.327 meters; thence on a 291.063 meter radius curve right (the long chord of which bears North 55°35'30" East 41.536 meters) 41.571 meters; thence North 59°41'00" East 94.769 meters; thence on a 873.188 meter radius curve right (the long chord of which bears North 65°49'00" East 186.587 meters) 186.944 meters; thence North 71°57'00" East 31.699 meters; thence on a 873.188 meter radius curve left (the long chord of which bears North 67°33'00" East 133.980 meters) 134.112 meters; thence North 63°09'00" East 168.252 meters; thence on a 873.188 meter radius curve left (the long chord of which bears North 58°44'00" East 134.487 meters) 134.620 meters; thence North 54°19'00" East 364.927 meters; thence on a 873.188 meter radius curve right (the long chord of which bears North 57°19'00" East 91.399 meters) 91.442 meters; thence North 60°19'00" East 19.683 meters; thence on a 249.482 meter radius curve left (the long chord of which bears North 47°48'00" East 108.138 meters) 109.003 meters; thence North 35°17'00" East 115.158 meters; thence on a 174.638 meter radius curve left (the long chord of which bears North 24°46'00" East 63.750 meters) 64.110 meters to Engineer's center line Station 15+860.810 Back equals 15+857.183 Ahead; thence North 14°15'00" East 42.817 meters to Engineer's center line Station 15+900.000.

The width in meters of said strip of land is as follows:

Station	to	Station	Width on Northwesterly Side of Center Line
14+169.193		14+304.520	9.144 in a straight line to 10.000
14+304.520		14+346.091	10.000 in a straight line to 10.000
14+346.091		14+440.860	10.000
14+440.860		14+520.000	10.000 in a straight line to 11.000
14+520.000		14+575.000	11.000 in a straight line to 11.000
14+575.000		14+627.804	11.000 in a straight line to 6.000
14+627.804		14+659.503	6.000
14+659.503		14+740.000	6.000 in a straight line to 8.000

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File 7073001
Drawing 10B-18-2
4/09/2004

14+740.000	14+793.615	8.000 in a straight line to 9.000
14+793.615	14+905.000	9.000 in a straight line to 10.000
14+905.000	14+961.867	10.000 in a straight line to 9.144
14+961.867	15+036.000	9.144 in a straight line to 10.000
15+036.000	15+096.487	10.000 in a straight line to 10.000
15+096.487	15+461.414	10.000 in a straight line to 11.000
15+461.414	15+552.856	11.000 in a straight line to 10.000
15+552.856	15+572.539	10.000
15+572.539	15+640.000	10.000 in a straight line to 10.000
15+640.000	15+681.542	10.000 in a straight line to 10.000
15+681.542	15+800.000	10.000 in a straight line to 9.144

Station	to	Station	Width on Southeasterly Side of Center Line
14+169.193		14+200.000	9.144 in a straight line to 18.000
14+200.000		14+250.000	18.000 in a straight line to 10.000
14+250.000		14+304.520	10.000 in a straight line to 15.000
14+304.520		14+346.091	15.000 in a straight line to 18.000
14+346.091		14+440.860	18.000
14+440.860		14+520.000	18.000 in a straight line to 12.000
14+520.000		14+627.804	12.000 in a straight line to 18.000
14+627.804		14+680.000	18.000 in a straight line to 21.000
14+680.000		14+740.000	21.000 in a straight line to 23.000
14+740.000		14+793.615	23.000 in a straight line to 17.000
14+793.615		14+961.867	17.000 in a straight line to 20.000
14+961.867		15+096.487	20.000 in a straight line to 23.000
15+096.487		15+461.414	23.000 in a straight line to 15.000
15+461.414		15+552.856	15.000 in a straight line to 17.000
15+552.856		15+640.000	17.000 in a straight line to 19.000
15+640.000		15+681.542	19.000 in a straight line to 17.000
15+681.542		15+796.700	17.000 in a straight line to 9.144

Bearings are based on County Survey No. C.S. 6814, dated October 14, 2002, Klamath County, Oregon.

This parcel of land contains 1.459 hectares, more or less, outside the existing right of way.

PARCEL 2 - Fee

A parcel of land lying in Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 of Section 14, Township 39 South, Range 10 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Lowell N. Jones company, recorded May 1, 1974 in Volume M74, Page 5429 of Klamath County Record of Deeds; the said parcel being that portion of said property lying between lines at right angles to the center line of the relocated Klamath Falls - Lakeview Highway at Engineer's Stations 14+169.193 and 15+796.700 and included in a strip of land, variable in width, lying on the Southeasterly side of said center line, which center line is described in Parcel 1.

The width in meters of said strip of land is as follows:

Station	to	Station	Width on Southeasterly Side of Center Line
14+169.193		14+535.000	Southeasterly line of said property
14+535.000		14+627.804	113.000 in a straight line to 107.000
14+627.804		14+709.000	107.000 in a straight line to 99.000
14+709.000		14+793.615	99.000 in a straight line to 85.000
14+793.615		14+905.000	85.000 in a straight line to 107.000
14+905.000		15+036.000	107.000 in a straight line to 96.000
15+036.000		15+075.000	96.000 in a straight line to 84.000
15+075.000		15+167.000	84.000 in a straight line to 129.000
15+167.000		15+796.700	Southeasterly line of said property

EXCEPT therefrom Parcel 1.

This parcel of land contains 14.5 hectares, more or less.

PARCEL 3 - Fee

A parcel of land lying in Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 of Section 14, Township 39 South, Range 10 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Lowell N. Jones company, recorded May 1, 1974 in Volume M74, Page 5429 of Klamath County Record of Deeds; the said parcel being that portion of said property lying between lines at right angles to the center line of the relocated Klamath Falls - Lakeview Highway at Engineer's Stations 14+535.000 and 15+167.000 and Southeasterly of and adjoining Parcel 2.

This parcel of land contains 4.2 hectares, more or less.

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File 7073001
Drawing 10B-18-2
4/09/2004

PARCEL 4 - Fee

A parcel of land lying in Lot 5 and Lot 6 of Section 14, Township 39 South, Range 10 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Lowell N. Jones company, recorded May 1, 1974 in Volume M74, Page 5429 of Klamath County Record of Deeds; the said parcel being that portion of said property lying Southerly of the south line of that property described in that Warranty Deed to The United States of America, recorded March 22, 1910 in Volume 28, Page 504 of Klamath County Record of Deeds and Northerly of and adjoining Parcel 1.

This parcel of land contains 4895 square meters, more or less.

PARCEL 5 - Fee

A parcel of land lying in Lot 1, Lot 2 and Lot 3 of Section 14, Township 39 South, Range 10 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Lowell N. Jones company, recorded May 1, 1974 in Volume M74, Page 5429 of Klamath County Record of Deeds; the said parcel being that portion of said property lying Southerly of the south line of that property described in that deed to The United States of America, recorded June 17, 1912 in Volume 37, Page 357 of Klamath County Record of Deeds and Northerly of and adjoining Parcel 1.

This parcel of land contains 7130 square meters, more or less.