

WTC 89558

File 7522 008
Drawing 11B-5-20

2011-010761
Klamath County, Oregon



00107793201100107610060060

09/26/2011 11:38:12 AM

Fee: \$62.00

PERMANENT EASEMENT

MARY S. MCGIRR; PHILIP G. COSTA; and ERIN BAKER, Grantor, for the true and actual consideration of \$3500.00, 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 property described as **Parcel 1 on Exhibit "A" dated 2/15/2011**, attached hereto and by this reference made a part hereof.

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; 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.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as **Parcel 2 on Exhibit "A" dated 2/15/2011**, attached hereto and by this reference made a part hereof.

RETURN TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM OR 97302-1142

Map and Tax Lot #: 34 07 34DB 05300

Property Address: 217 Chocktoot Street
Chiloquin, OR 97624

621212

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.

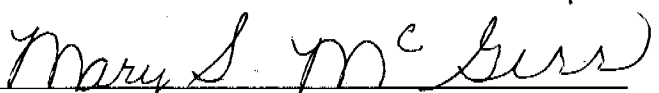
Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

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.

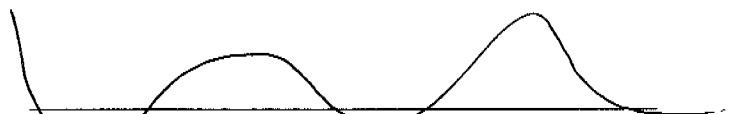
In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

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 _____ day of _____, 20____.


Mary S. McGirr


Philip G. Costa


Erin Baker

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, 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 13th day of September, 2011.

Mary S. McGirr

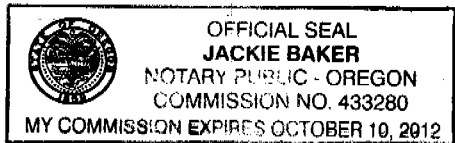
Philip G. Costa

Erin Baker

STATE OF OREGON, County of Lane

Dated September 2, 20 11. Personally appeared, and signed before me by the above named Mary S.

McGirr, who acknowledged the foregoing instrument to be her voluntary act. Before me:

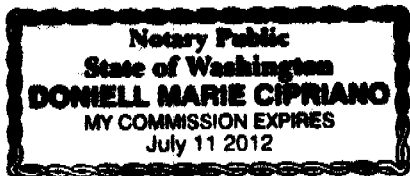


[Signature]
Notary Public for Oregon
My Commission expires 10/10/2012

Washington
STATE OF ~~OREGON~~, County of Clallam

Dated Aug 23, 20 11. Personally appeared, and signed before me by the above named Philip

G. Costa, who acknowledged the foregoing instrument to be his voluntary act. Before me:



Donnell Marie Cipriano
Notary Public for ~~Oregon~~ Washington
My Commission expires July 11, 2012

STATE OF OREGON, County of _____

Dated _____, 20 _____. Personally appeared, and signed before me by the above named Erin

Baker, who acknowledged the foregoing instrument to be her voluntary act. Before me:

Notary Public for Oregon
My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation

[Signature]

STATE OF OREGON, County of _____

Dated _____, 20____. Personally appeared, and signed before me by the above named Mary S. McGinn, who acknowledged the foregoing instrument to be her voluntary act. Before me:

Notary Public for Oregon
My Commission expires _____

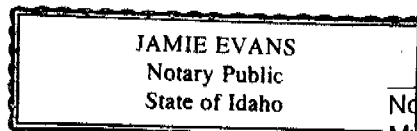
STATE OF OREGON, County of _____

Dated _____, 20____. Personally appeared, and signed before me by the above named Philip G. Costa, who acknowledged the foregoing instrument to be his voluntary act. Before me:

Notary Public for Oregon
My Commission expires _____

X IDAHO
STATE OF OREGON, County of Bannock

Dated September 13, 20 11. Personally appeared, and signed before me by the above named Erin Baker, who acknowledged the foregoing instrument to be her voluntary act. Before me:



[Signature]
MY COMMISSION EXPIRES
December 22, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS
Notary Public for Oregon IDAHO
My Commission expires 12-22-2012

Accepted on behalf of the Oregon Department of Transportation

[Signature]

Parcel 1 – Permanent Easement for Slopes

A parcel of land lying in the NW¼SE¼ of Section 34, Township 34 South, Range 7 East, W.M., Klamath County, Oregon and being a portion of that property designated as Lot 5, Block 14, FIRST ADDITION TO CHILOQUIN as described in that Warranty Deed to Mary S. McGirr, Phillip G. Costa and Erin K. Baker, recorded October 15, 2008, in Book 2008, Page 014144, Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land 35.00 feet in width lying on the Northerly side of center line of the relocated Chiloquin Highway, which center line is described as follows:

Beginning at Engineer's center line Station 0+00.00, said station being 1,076 feet North and 1,538 feet West of the Southeast corner of Section 34, Township 34 South, Range 7 East, W.M., Klamath County, Oregon; thence North 58° 40' 59" West 1,581.78 feet to Engineer's center line Station 15+81.78 P.C.

Bearings are based upon the Oregon Coordinate System, south zone, as surveyed by GPS observation utilizing the Oregon Real Time GPS Network [NAD83, (CORS 96), (Epoch: 2002)], as noted on Klamath County Survey No. 7796.

This parcel of land contains 277 square feet, more or less.

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

A parcel of land lying in the NW¼SE¼ of Section 34, Township 34 South, Range 7 East, W.M., Klamath County, Oregon and being a portion of that property designated as Lot 5, Block 14, FIRST ADDITION TO CHILOQUIN as described in that Warranty Deed to Mary S. McGirr, Phillip G. Costa and Erin K. Baker, recorded October 15, 2008, in Book 2008, Page 014144, Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land 42.00 feet in width lying on the Northerly side of center line of the relocated Chiloquin Highway, which center line is described in Parcel 1.

This parcel of land contains 627 square feet, more or less.