

WC 87833

File 7522 003
Drawing 11B-5-20

2011-010901
Klamath County, Oregon



00107971201100109010080080

09/29/2011 03:03:43 PM

Fee: \$72.00

PERMANENT EASEMENT

KAREN G. WEGSTEIN, Grantor, for the true and actual consideration of **\$26,700**, does grant to the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a permanent easement to construct, reconstruct, repair, and maintain a public highway and its appurtenances and facilities, and also to construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under and across the property described as **Parcel 1 on Exhibit "A" dated 2/15/2011**, attached hereto and by this reference made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for the construction of a detour road for public travel and to relocate, construct and maintain overhead electric and communication service lines, fixtures and facilities, and appurtenances and work area for construction purposes for a period of three (3) years from the date hereof or until the completion of and opening to traffic of the OR422: Williamson River Bridge #01959 Section of the Chiloquin Highway, whichever is earlier, 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.

If any portion of the above-described property is surfaced, it is understood and agreed that at the expiration of said temporary easement, or completion of the project, and at the request of Grantor, Grantee shall restore the easement area to its existing condition, as nearly as practicable considering the use to be made of the property by Grantee.

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 34DC 01500

Property Address:

720mt

IT IS 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 also grants to Grantee, its successors and assigns, a temporary easement to conduct archeological investigations, including test excavations to remove specimens, samples and document historic artifacts locations during the excavations (pursuant to ORS 358). If any human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during excavation [that] the Oregon State Museum of Anthropology shall report the discovery to the appropriate Native American Tribe(s), the Commission on Indian Services, and the State Historic Preservation Office to arrange for the return of any human remains or sacred objects to the appropriate Native American Tribe as per state laws and regulations (ORS 358.[-] 905-358.961 and ORS 97.740-97.760), under, over and across the property described as **Parcel 3 on Exhibit "A" dated 2/15/2011**, attached hereto and by this reference made a part hereof.

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 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 3, 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 also grants to Grantee, its successors and assigns, a temporary easement for hazardous materials investigation which includes collecting surface and subsurface soil and water samples for analysis, and may also include drilling and installation of subsurface monitoring systems. After installation of such systems activities include, but are not limited to, operation, maintenance, and decommissioning. Upon completion of project, any such systems are to be removed and the site restored to original condition, over and across the property described as **Parcel 4 on Exhibit "A" dated 2/15/2011**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate (3) three 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 4, 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 9-17-11 day of September, 20 11.

Karen G. Wegstein
Karen G. Wegstein

STATE OF OREGON, County of _____

Dated _____, 20____. Personally appeared, and signed before me by the above named Karen
G. Wegstein, 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



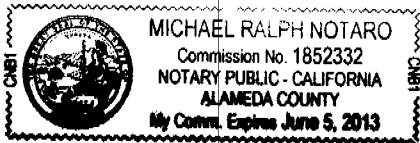
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 9-17-2011 before me, Michael Notaro, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Karen G. Wegstein
Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Michael Notaro

Signature of Notary Public

Place Notary Seal Above

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: Permanent Easement

Document Date: 9-17-2011

Number of Pages: 4 (Including Acknowledgment)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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Parcel 1 – Permanent Easement for Highway Right of Way Purposes

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 and Lot 6, Block 15, FIRST ADDITION TO CHILOQUIN as described in that Statutory Warranty Deed to Karen G. Wegstein, recorded December 14, 2004 in Book M04, Page 85448, 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 the Southerly 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.

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

Station	to	Station	Width on Southerly Side of Center Line
6+50.00		7+52.00	35.00
7+52.00		7+86.00	35.00 in a straight line to 46.00
7+86.00		9+10.00	46.00

This parcel of land contains 1,877 square feet, more or less.

Parcel 2 – Temporary Easement for Detour, Electric and Communication Service Lines, Fixtures and Facilities and 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 and Lot 6, Block 15, FIRST ADDITION TO CHILOQUIN as described in that Statutory Warranty Deed to Karen G. Wegstein, recorded December 14, 2004 in Book M04, Page 85448, 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 the Southerly side of center line of the relocated Chiloquin Highway, which center line is described in Parcel 1.

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

Station	to	Station	Width on Southerly Side of Center Line
6+45.00		7+10.00	36.00 in a straight line to 70.00
7+10.00		7+75.00	70.00 in a straight line to 95.00
7+75.00		9+75.00	95.00 in a straight line to 82.00

EXCEPT therefrom Parcel 1.

ALSO EXCEPT therefrom that portion of said parcel lying within the existing building and its appurtenant features.

This parcel of land contains 7,549 square feet, more or less.

Parcel 3 – Temporary Easement for Archaeological Investigation (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 and Lot 6, Block 15, FIRST ADDITION TO CHILOQUIN as described in that Statutory Warranty Deed to Karen G. Wegstein, recorded December 14, 2004 in Book M04, Page 85448, Klamath County Record of Deeds; the said parcel being all of that portion of said property as described herein and noted as Parcels 1 and 2, above.

EXCEPT therefrom that portion of said Parcels 1 and 2 lying below the line of Ordinary High Water of the Williamson River.

This parcel of land contains 6,241 square feet, more or less.

Parcel 4 – Temporary Easement for Hazardous Materials Investigation (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 and Lot 6, Block 15, FIRST ADDITION TO CHILOQUIN as described in that Statutory Warranty Deed to Karen G. Wegstein, recorded December 14, 2004 in Book M04, Page 85448, Klamath County Record of Deeds; the said parcel being all of that portion of said property as described herein and noted as Parcels 1 and 2, above.

EXCEPT therefrom that portion of said Parcels 1 and 2 lying below the line of Ordinary High Water of the Williamson River.

This parcel of land contains 6,241 square feet, more or less.