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10/20/2011 08:51:30 AM

Fee: \$67.00

**DEED
LOT LINE ADJUSTMENT**

The **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantor, for the true and actual consideration of **\$ 1,850.00** does convey unto, **97 NORTH STORAGE, LLC**, an **Oregon Limited Liability Company**, Grantee, the property described on **Exhibit "A"** dated **January 28, 2011**, attached hereto and by this reference made a part hereof.

WHEREAS: Upon the mutual agreement between the interest parties they wish to adjust the location of their common property line. The resulting descriptions are described on the attached **Exhibit "B" and "C"**.

This conveyance is made and delivered upon the following express conditions, reservations, and restrictions:

1. Subject to special assessments, existing restrictions, reservations and easements of record, if any.
2. That the above described land shall never be used for the placing or maintenance of any advertising sign, display, or device, except such sign, display, or device used to advertise the activities on said land, or the lease or sale of said land or any portion thereof. In the event of violation of this condition, Grantor shall have the right, through its authorized officers, agents, or employees to enter upon said land and remove, destroy, or obliterate any unauthorized sign, display, or device, without liability for damage or injury thereto, and to recover the cost of such removal, destruction or obliteration from the owner of said land.

TAX STATEMENTS SHALL BE SENT TO:

97 NORTH STORAGE, LLC, an OREGON
LIMITED LIABILITY COMPANY
4851 NORTH HIGHWAY 97
KLAMATH FALLS, OR 97601

AFTER RECORDING RETURN TO:

PROPERTY MANAGEMENT/ACCESS RESEARCH
OREGON DEPARTMENT OF TRANSPORTATION
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2
SALEM, OR 97302-1142

3. That no junk, scrap, junked motor vehicles, or parts thereof, debris, trash, waste, or other such materials shall be placed on said land for whatever purpose in any manner so as to be visible from a state highway, provided that such items as listed above can otherwise be placed on said land without violating any applicable law, ordinance, or regulation. In the event of violation of this condition, Grantor shall have the right, through its authorized officers, agents, or employees, to enter upon said land and remove or destroy any unauthorized junk, scrap, or other material mentioned above and recover the cost of such removal or destruction from the owner of said land.

4. That this property shall not be used for the operation of any garbage dump or sanitary land fill. If such use is made of the property, Grantor may, at its election, enter upon said land and restore it to the condition that existed prior to said use for garbage dump or sanitary land fill purposes and recover the cost thereof from the owner of said land.

5. That this conveyance is made upon the further condition, which shall constitute a covenant running with the land, that Grantor shall not at any time become liable to Grantee and grantee's heirs, successors and assigns in interest, for damages to the land herein described or any buildings, structures, improvements, or property of any kind or character now or hereafter located upon said land or for any injuries to any owner, occupant, or any person in or upon said land or for any interference with the use and enjoyment of said land or for damages which except for this covenant might constitute a nuisance caused directly or indirectly by noise or air pollutant emissions from transportation vehicles using the highway or transportation facility adjacent to said land. Any reference in this covenant to the highway or transportation facility adjacent to said land refers to the highway or transportation facility as it now exists and also as it will exist with future improvements. Grantee and grantee's heirs, successors and assigns covenant not to sue Grantor for any said injuries or damages.

6. That Grantee acknowledges that it has examined the above described Property to its own satisfaction and has formed its own opinion as to the condition (including environmental condition) and value thereof. Grantee has not relied on any statements or representations from Grantors or any person acting on behalf of Grantors concerning any of the following: the size or area of the Property or any of the parcels of the Property; the location of corners or boundaries of any parcel of the Property; the conditions of the Property, including but not limited to, environmental condition above or below the surface of the Property or compliance with environmental laws and other governmental requirements; the availability of services to the Property; the ability of Purchaser to use the Property or any portion thereof for any intended purpose; or any other matter affecting or relating to the Property or any portion thereof. Grantee is acquiring the Property, both above surface and below surface, in the condition existing at the time of closing, AS IS, with all defects, if any. Grantee waives, releases and forever discharges Grantors of and from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the Property, including any surface or subsurface condition, or any law, rule or regulation applicable to the Property.

7. Subject to the rights of any utilities located within said property and further subject to the rights of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said property.

It is understood that the conditions, reservations, restrictions, and covenants herein set out have been considered in determining the amount of consideration of this conveyance.

The rights and remedies herein reserved or provided shall not be exclusive and shall not be in derogation of any other right or remedy which Grantor may have. The conditions and restrictions herein contained shall run with said land and shall forever bind Grantee and grantee's heirs, successors and assigns. Where any action is taken to enforce the above mentioned conditions and restrictions, Grantor shall not be liable for any trespass or conversion as to any real or personal property. Where legal proceedings are commenced by Grantor to enforce the foregoing conditions and restrictions or for the recovery of the aforementioned removal or destruction costs, the successful party shall be entitled to reasonable attorney fees and court costs.

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

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

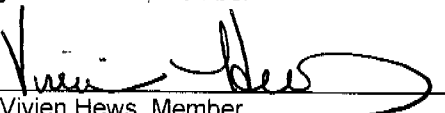
Dated this 1st day of June, 2011

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION

By 
Deolinda G. Jones, State Right of Way Manager

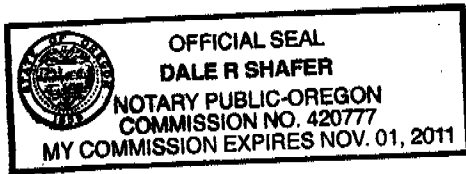
97 NORTH STORAGE LLC, an Oregon Limited
Liability Company


Russell Hews, Member


Vivien Hews, Member

STATE OF OREGON, County of Marion

Dated October 11, 20 11. Personally appeared Deolinda G. Jones, who being sworn, stated that she is the State Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to her. Before me:



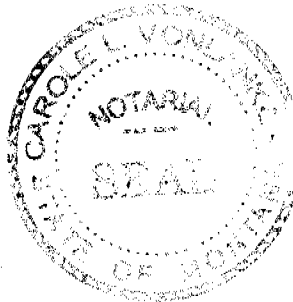
Dale R. Shafer

Notary Public for Oregon

My Commission expires 11/01/2011

STATE OF Montana, County of Missoula

Dated June 1, 20 11. Personally appeared the above named Russell Hews, Member of 97 North Storage, LLC, an Oregon Limited Liability Company, who acknowledged the foregoing instrument to be his voluntary act. Before me:



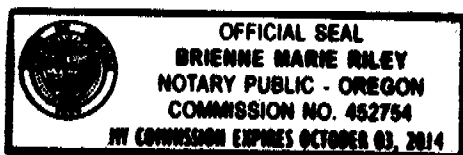
Carol C. VonLancke

Notary Public for Montana

My Commission expires 6/8/2013

STATE OF Oregon, County of Klamath

Dated June 28, 20 11. Personally appeared the above named Vivien Hews, Member of 97 North Storage, LLC, an Oregon Limited Liability Company, who acknowledged the foregoing instrument to be her voluntary act. Before me:



Brienne Riley

Notary Public for US Bank

My Commission expires 10/03/14

EXHIBIT "A"

FILE 8533A
DRAWING 2R-1-35
January 28, 2011

Property Being Conveyed by ODOT to 97 North Storage, LLC
PLA 11-10

PARCEL 1

A parcel of land situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that property conveyed to the State of Oregon by that certain deed recorded in Volume 135, Page 511, Deed Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at the southeast corner of that parcel described in Volume 135, Page 511, Deed Records of Klamath County, Oregon; thence northerly along the easterly line of said parcel 0.99 feet on the arc of a 7212.00 foot radius curve to the left through a delta angle of 00°00'28", the long chord of which bears N06°41'36"W 0.99 feet; thence South 88°16'38" West 4.14 feet; thence South 05°56'28" East 0.84 feet to the south line of said parcel; thence along said south line South 89°42'00" East 4.17 feet to the point of beginning; containing 3.8 square feet.

PARCEL 2

A parcel of land situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that property conveyed to the State of Oregon by that certain deed recorded in Volume 135, Page 324, Deed Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at the northeast corner of that parcel described as Parcel 1 in Volume 135, Page 324, Deed Records of Klamath County, Oregon; thence along the north line of said Parcel 1 North 89°42'00" West 4.17 feet; thence South 05°56'28" East 161.65 feet to the south line of said Parcel 1; thence along said south line South 89°42'00" East 4.47 feet to the southeast corner of said Parcel 1; thence northerly along the easterly line of said Parcel 1 161.69 feet on the arc of a 7212.00 foot radius curve to the left through a delta angle of 1°17'04", the long cord of which bears North 06°02'50" West 161.68 feet, to the point of beginning; containing 742.6 square feet.

PARCEL 3

A parcel of land situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that property conveyed to the State of Oregon by that certain deed recorded in Volume 135, Page 571, Deed Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at the northeast corner of that parcel described in Volume 135, Page 571, Deed Records of Klamath County, Oregon; thence along the north line of said parcel North 89°42'00" West 4.47 feet; thence South 05°56'28" East 4.96 feet; thence South 89°35'46" East 4.42 feet to the easterly line of said parcel; thence northerly along said easterly line 4.96 feet on the arc of a 7212.00 foot radius curve to the left through a delta angle of 0°02'22", the long chord of which bears North 05°23'07" West 4.96 feet, to the point of beginning; containing 21.9 square feet.

1539-1410

EXHIBIT "B"

Resulting Description for 97 North Storage, LLC Property as Adjusted by PLA 11-10

A tract of land situated in the NE¼ NW¼ of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at an iron pin on the westerly right of way line of the original Dalles-California Highway (now known as Wocus Road) which lies North 89°42' West a distance of 770.8 feet and South 6°02' West a distance of 181.6 feet from the iron pin which marks the quarter section corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meriden and running thence: continuing South 6°02' West along the westerly right of way line of the original Dalles-California Highway a distance of 161.5 feet to an iron pin; thence North 89°42' West parallel to the north line of said Section 18 a distance of 528.4 feet to an iron pin on the 40 line; thence North 2°32' East along the 40 line a distance of 160.7 feet to an iron pin; thence South 89°42' East parallel to the north line of said Section 18 a distance of 538.1 feet, more or less, to the point of beginning. EXCEPTING THEREFROM that portion thereof conveyed to the State of Oregon, by and through its State Highway Commission by deed recorded in Volume 135, Page 324, Deed records of Klamath County, Oregon. AND EXCEPTING THEREFROM any portion thereof lying west of the relocated The Dalles-California Highway (U.S. Highway 97.)

TOGETHER WITH the following described tract of land: Beginning at a point on the easterly right of way line of The Dalles-California Highway (U.S. Highway 97), said point being North 06°41'36" West 0.99 feet from the southeast corner of that parcel described in Volume 135, Page 511, Deed Records of Klamath County, Oregon; thence South 88°16'38" West 4.14 feet; thence South 05°56'28" East 0.84 feet to the south line of said parcel and the north line of that parcel described as Parcel 1 in Volume 135, Page 324, Deed Records of Klamath County, Oregon; thence continuing South 05°56'28" East 161.65 feet to the south line of said Parcel 1 and the north line of that parcel described Volume 135, Page 571, Deed Records of Klamath County, Oregon; thence continuing South 05°56'28" East 4.96 feet; thence South 89°35'46" East 4.42 feet to said easterly right of way line; thence northerly along the arc of a 7212.00 foot radius curve to the left through a delta angle of 0°02'22", the long chord of which bears North 05°23'07" West 4.96 feet, to the northeast corner of said parcel and the southeast corner of that parcel described as Parcel 1 in Volume 135, Page 324, Deed Records of Klamath County, Oregon; thence northerly along the easterly line of said Parcel 1 161.69 feet on the arc of a 7212.00 foot radius curve to the left through a delta angle of 1°17'04", the long cord of which bears North 06°02'50" West 161.68 feet, to the northeast corner of said Parcel 1 and the southeast corner of that parcel described in Volume 135, Page 511, Deed Records of Klamath County, Oregon; thence northerly along the east line of said parcel 0.99 feet on the arc of a 7212.00 foot radius curve to the left through a delta angle of 00°00'28", the long chord of which bears N06°41'36"W 0.99 feet, to the point of beginning; containing 768.3 square feet.

1539-1401
1/28/2011

EXHIBIT "C"

Resulting Descriptions for ODOT Parcels as Adjusted by PLA 11-10

A tract of land situated in the NE¼ of the NW¼ of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being that property conveyed to the State of Oregon by those certain deeds recorded in Volume 135, Page 511, Volume 135, Page 324 and Volume 135, Page 571, Deed Records of Klamath County, Oregon;

EXCEPTING THEREFROM the following: Beginning at a point on the easterly right of way line of The Dalles-California Highway (U.S. Highway 97), said point being North 06°41'36" West 0.99 feet from the southeast corner of that parcel described in Volume 135, Page 511, Deed Records of Klamath County, Oregon; thence South 88°16'38" West 4.14 feet; thence South 05°56'28" East 0.84 feet to the south line of said parcel and the north line of that parcel described as Parcel 1 in Volume 135, Page 324, Deed Records of Klamath County, Oregon; thence continuing South 05°56'28" East 161.65 feet to the south line of said Parcel 1 and the north line of that parcel described Volume 135, Page 571, Deed Records of Klamath County, Oregon; thence continuing South 05°56'28" East 4.96 feet; thence South 89°35'46" East 4.42 feet to said easterly right of way line; thence northerly along the arc of a 7212.00 foot radius curve to the left through a delta angle of 0°02'22", the long chord of which bears North 05°23'07" West 4.96 feet, to the northeast corner of said parcel and the southeast corner of that parcel described as Parcel 1 in Volume 135, Page 324, Deed Records of Klamath County, Oregon; thence northerly along the easterly line of said Parcel 1 161.69 feet on the arc of a 7212.00 foot radius curve to the left through a delta angle of 1°17'04", the long cord of which bears North 06°02'50" West 161.68 feet, to the northeast corner of said Parcel 1 and the southeast corner of that parcel described in Volume 135, Page 511, Deed Records of Klamath County, Oregon; thence northerly along the east line of said parcel 0.99 feet on the arc of a 7212.00 foot radius curve to the left through a delta angle of 00°00'28", the long chord of which bears N06°41'36"W 0.99 feet, to the point of beginning; containing 768.3 square feet.

1539-1401
5/3/2011