

WTC 90880

File 7566 002

Drawing 1R-4-1146

2012-006411

Klamath County, Oregon



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06/12/2012 11:34:27 AM

Fee: \$62.00

PERMANENT EASEMENT

FAVELL MUSEUM, INC., an Oregon nonprofit corporation, Grantor, for the true and actual consideration of **\$3,400**, 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 9/19/2011**, attached hereto and by this reference made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a pedestrian detour for public use and work area for construction purposes for a period of three (3) years from the date hereof or until the completion of the project, whichever is earlier, over and across the property described as **Parcel 2 on Exhibit "A" dated 9/19/2011**, 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, 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 #: 38 09 32CA 01900

Property Address: 125 West Main Street
Klamath Falls, OR 97601

Grantor Address: 125 West Main Street
Klamath Falls, OR 97601

625mct

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 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.

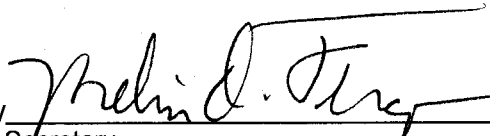
In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

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.

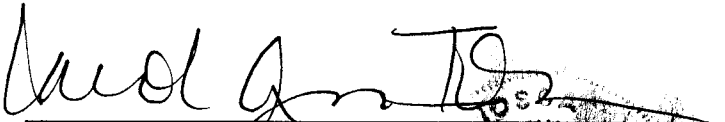
Dated this day of April 18, 2012.

FAVELL MUSEUM, INC., an Oregon nonprofit corporation

By 
President

By 
Secretary

_____, who, being sworn, stated that they are the President and Secretary of Favell Museum, Inc., an Oregon nonprofit 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 Oregon
 My Commission expires **April 1, 2016**

Accepted on behalf of the Oregon Department of Transportation



STATE OF OREGON, County of Klamath

Dated May 21, 2012. Personally appeared Melvin D. Ferguson ~~and~~
he is the
President and Secretary of Favell
Museum, Inc., an Oregon nonprofit corporation, and that this instrument was voluntarily signed on behalf of the corporation
by authority of its Board of Directors. Before me:



Vicki Swindler
Notary Public for Oregon
My Commission expires 10-8-13

Accepted on behalf of the Oregon Department of Transportation

[Signature]

Parcel 1 – Permanent Easement for Highway Right of Way Purposes

A parcel of land lying in Government Lot 12 of Section 32, Township 38 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Favell Museum, Inc., recorded December 30, 2003 in Book M03, Page 93925, Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land, 5 feet in width, which is more particularly described as follows:

Beginning at the Southwesterly corner of Lot 2 Block 2 of WEST KLAMATH FALLS ADDITION TO THE CITY OF KLAMATH FALLS; thence North $66^{\circ} 26' 17''$ East, along the Southeasterly line of said Lot 2, 209.83 feet to the True Point of Beginning; thence Northeasterly along the Northwesterly line of that certain parcel described in Deed to the City of Klamath Falls recorded June 11, 1932 in Book 97, Page 454 of the Klamath County Record of Deeds, North $59^{\circ} 47' 17''$ East 82.00 feet; thence North $30^{\circ} 12' 43''$ West 5.00 feet; thence South $59^{\circ} 47' 17''$ West 82.00 feet; thence South $30^{\circ} 12' 43''$ East 5.00 feet to the True Point of Beginning.

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)].

This parcel of land contains 410 square feet, more or less.

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

A parcel of land lying in Government Lot 1 and Government Lot 12 of Section 32, Township 38 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Favell Museum, Inc., recorded December 30, 2003 in Book M03, Page 93925, Klamath County Record of Deeds; the said parcel being that portion of said property lying Southeasterly of the following described line:

Beginning at a point on the Southwesterly line of Lot 2, Block 2, WEST KLAMATH FALLS ADDITION TO THE CITY OF KLAMATH FALLS, which point is 5.00 feet Northwesterly of the Southwesterly corner of said Lot 2; thence North $66^{\circ} 26' 17''$ East, parallel with the Southeasterly line of said Lot 2, 91.00 feet; thence North $25^{\circ} 53' 47''$ East 20.00 feet; thence North $66^{\circ} 26' 17''$ East, parallel with said Southeasterly line, 101.16 feet; thence South $72^{\circ} 17' 07''$ East 11.00 feet; thence North $59^{\circ} 47' 17''$ East, parallel with the Southeasterly line of said property, 75.00 feet to the Northeasterly line of said Lot 2.

EXCEPT therefrom Parcel 1.

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)].

This parcel of land contains 2,914 square feet, more or less.