

mtc 91668

2013-003642
Klamath County, Oregon
04/05/2013 11:20:07 AM
Fee: \$72.00

WARRANTY DEED

RITTER RANCH, a Partnership consisting of Carol Ritter and Paul Ritter, Grantor, for the true and actual consideration of \$11,270, does convey unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantee, fee title to the property described as Parcel 1 on Exhibit "A" dated 7/12/2012, attached hereto and by this reference made a part hereof.

TOGETHER WITH ALL abutter's rights of access, if any, between the above described parcel and Grantor's remaining real property, EXCEPT, however,

Reserving access rights for the service of Grantor's remaining property, to and from said remaining property to the abutting highway at the following place(s), in the following width(s):

Hwy. Engr's Sta.	Side of Hwy.	Width
1326+79	North	26'
1328+21	South	16'
1349+40	North	26'
1349+35	South	26'

The access rights reserved herein are subject to, and may only be exercised in accordance with, the statutes and administrative rules applicable to access control and road approaches. Such access is contingent upon issuance of an approach road permit, and no access rights may be exercised or construction of an approach road begun unless, and until, a standard Approach Road Permit application is submitted and a permit issued by the Oregon Department of Transportation. The approach road may only be constructed or maintained upon issuance of such permit and in accordance with such permit. If the State constructs the approach road during a highway project, Grantor is required to sign a standard Approach Road Permit to ensure proper operation and maintenance of the approach road.

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 **Parcels 2 and 3 on Exhibit "A" dated 7/12/2012**, attached hereto and by this reference made a part hereof.

RETURN TO AND TAX STATEMENT 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 11 00000 00400 and 00401

Property Address: 28100 Ritter Road
Bonanza, OR 97623

72 AMT

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate five (5) 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 Parcels 2 and 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 a channel change over and across the property described as **Parcels 4 and 5 on Exhibit "A" dated 7/12/2012**, attached hereto and by this reference made a part hereof.

Grantee shall have the right and privilege to go upon the above-described Parcels 4 and 5 for the purpose of making a channel change in Wildhorse Creek in connection with the reconstruction of the OR140: Ritter Rd – Deer Run Rd (Bly Mtn) Section of the Klamath Falls - Lakeview Highway, and in connection therewith, Grantee may use and appropriate for highway purposes, without additional compensation, all materials excavated in the making of the channel change.

IT IS UNDERSTOOD that except for making said channel change and using materials derived therefrom and except for the right to maintain the relocated channel of Wildhorse Creek, Grantee shall acquire no interest in said property, nor shall Grantee be deemed to have assumed any obligation in connection therewith.

IT IS ALSO UNDERSTOOD that upon completion of said channel change, the relocated channel shall become the natural channel of said Wildhorse Creek for all intents and purposes. Grantee shall have the right to maintain said Wildhorse Creek in its relocated channel, although it shall not be obligated to do so, and in connection therewith, may go upon said property for the purpose of maintaining same.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate five (5) 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 Parcels 4 and 5, 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 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.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value 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.

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The statement above is required by law to be included in this instrument. PLEASE NOTE: the property described in this instrument is not a "lot" or "parcel" as defined in ORS 92.010 or 215.010. Nevertheless, the property is a legally created unit of land as described in ORS 92.010 (9) (d) or (e).

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 14 day of February, 2013.

RITTER RANCH, a Partnership



Carol Ritter, General Partner

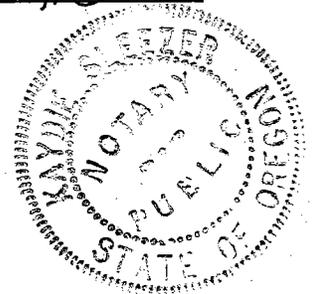


Paul Ritter, General Partner

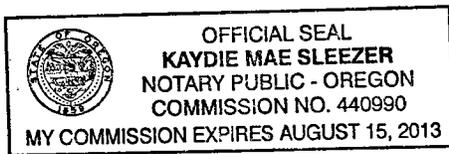
STATE OF OR, County of Jackson
Dated February 14th, 20 13. Personally appeared the above named Carol Ritter, who being sworn, stated that she is the general partner of Ritter Ranch, a partnership, and acknowledged the foregoing instrument to be her voluntary act. Before me: Kaydie Sleezer Notary Public



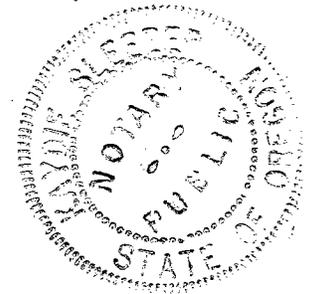
[Signature]
Notary Public for OR
My Commission expires 8/15/13



STATE OF OR, County of Jackson
Dated February 14th, 20 13. Personally appeared the above named Paul Ritter, who being sworn, stated that he is the general partner of Ritter Ranch, a partnership, and acknowledged the foregoing instrument to be his voluntary act. Before me: Kaydie Sleezer Notary Public



[Signature]
Notary Public for OR
My Commission expires 8/15/13



Accepted on behalf of the Oregon Department of Transportation

[Signature]

Parcel 1 - Fee

A parcel of land lying in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 38 South, Range 11 East, W.M., Klamath County, Oregon and being a portion of that property described in that Bargain and Sale Deed to Ritter Ranch, a Partnership, recorded June 4, 1992 in Book M92, Page 12132, 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 Northwesterly and the Southeasterly sides 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 1326+00.00 P.O.T., said station being 6,637.29 feet South and 9,090.64 feet West of the East Quarter corner of Section 33, Township 37 South, Range 11 East, W.M.; thence North 52° 28' 42" East 2,694.03 feet; thence on a spiral curve left (the long chord of which bears North 49° 17' 46" East 299.63 feet) 300.00 feet; thence on a 900.00 foot radius curve left (the long chord of which bears North 35° 35' 57" East 229.65 feet) 230.28 feet; thence on a spiral curve left (the long chord of which bears North 21° 54' 07" East 299.63 feet) 300.00 feet; thence North 18° 43' 11" East 69.31 feet to Engineer’s Station 1361+93.62 P.S. on said center line.

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

Station	to	Station	Width on the Northwesterly Side of Center Line
1326+50.00		1327+00.00	40.00 in a straight line to 55.00
1327+00.00		1331+00.00	55.00
1331+00.00		1332+00.00	55.00 in a straight line to 65.00
1332+00.00		1339+00.00	65.00
1339+00.00		1339+50.00	65.00 in a straight line to 55.00
1339+50.00		1344+00.00	55.00
1344+00.00		1345+00.00	55.00 in a straight line to 65.00
1345+00.00		1346+00.00	65.00
1346+00.00		1347+00.00	65.00 in a straight line to 55.00
1347+00.00		1358+24.30	55.00

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

Station	to	Station	Width on the Southeasterly Side of Center Line
1326+50.00		1327+00.00	40.00 in a straight line to 55.00
1327+00.00		1338+30.00	55.00
1338+30.00		1340+55.00	70.00
1340+55.00		1355+94.02	55.00
1355+94.02		1357+00.00	55.00 in a straight line to 60.00
1357+00.00		1358+24.30	60.00

Bearings are based upon CS 7047, Surveyed Records of Klamath County.

This parcel of land contains 2.30 acres, more or less, outside the existing right of way.

Parcel 2 - Temporary Easement for Work Area (5 years or duration of Project, whichever is sooner)

A parcel of land lying in the SE¼SW¼ of Section 5, Township 38 South, Range 11 East, W.M., Klamath County, Oregon and being a portion of that property described in that Bargain And Sale Deed to Ritter Ranch, recorded June 4, 1992 in Book M92, Page 12132, Klamath County Record of Deeds; the said parcel being that portion of said property lying between lines at right angle to the center line of the relocated Klamath Falls – Lakeview Highway at Engineer’s Stations 1327+80.00 and 1328+80.00 and included in a strip of land, 80.00 feet in width, lying on Southeasterly side of said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

This parcel of land contains 2,500 square feet, more or less.

Parcel 3 - Temporary Easement for Work Area (5 years or duration of Project, whichever is sooner)

A parcel of land lying in the NE¼SW¼ of Section 5, Township 38 South, Range 11 East, W.M., Klamath County, Oregon and being a portion of that property described in that Bargain And Sale Deed to Ritter Ranch, recorded June 4, 1992 in Book M92, Page 12132, Klamath County Record of Deeds; the said parcel being that portion of said property lying between lines at right angle to the center line of the relocated Klamath Falls – Lakeview Highway at Engineer’s Stations 1328+00.00 and 1329+00.00 and included in a strip of

land, 80.00 feet in width, lying on Northwesterly side of said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

This parcel of land contains 2,500 square feet, more or less.

Parcel 4 - Temporary Easement for Channel Change (5 years or duration of Project, whichever is sooner)

A parcel of land lying in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 38 South, Range 11 East, W.M., Klamath County, Oregon and being a portion of that property described in that Bargain And Sale Deed to Ritter Ranch, recorded June 4, 1992 in Book M92, Page 12132, Klamath County Record of Deeds; the said parcel being that portion of said property lying between lines at right angle to the center line of the relocated Klamath Falls – Lakeview Highway at Engineer's Stations 1338+20.00 and 1338+80.00 and included in a strip of land, 80.00 feet in width, lying on Northwesterly side of said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

This parcel of land contains 900 square feet, more or less.

Parcel 5 - Temporary Easement for Channel Change (5 years or duration of Project, whichever is sooner)

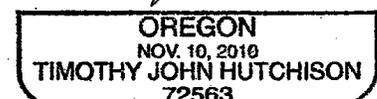
A parcel of land lying in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, Township 38 South, Range 11 East, W.M., Klamath County, Oregon and being a portion of that property described in that Bargain And Sale Deed to Ritter Ranch, recorded June 4, 1992 in Book M92, Page 12132, Klamath County Record of Deeds; the said parcel being that portion of said property lying between lines at right angle to the center line of the relocated Klamath Falls – Lakeview Highway at Engineer's Stations 1338+30.00 and 1340+55.00 and included in a strip of land, 85.00 feet in width, lying on Southeasterly side of said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

This parcel of land contains 3,375 square feet, more or less.



Timothy J. Hutchison



RENEWS: 6/30/13