

mtc 9/16/08

2013-003643
Klamath County, Oregon
04/05/2013 11:20:07 AM
Fee: \$67.00

QUITCLAIM DEED

SIERRA CASCADE NURSERY, INC., Grantor, being the holder of a leasehold interest in the hereinafter described property as evidenced by that certain Memorandum of Commercial Farm Lease and Option to Purchase, recorded February 12, 2001, in Volume No. M01, Page 5446 and Re-Recorded August 19, 2009 in Instrument No. 2009-011132, Records of Klamath County, Oregon, for no monetary consideration does relinquish and forever quitclaim unto the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, all of Grantor's right, title, and interest in and to the property described as **Parcel 1 on Exhibit "A" dated 7/12/2012**, attached hereto and by this reference made a part hereof.

And subordinates all Grantor's right, title, and interest in and to the real property described and to the access restrictions and to those certain temporary easements for work area and those temporary easements for channel change, contained in that Deed from Ritter Ranch, a Partnership; Walter N. Ritter, also known as Walter Norman Ritter and Margery K. Ritter, husband and wife to the State of Oregon, by and through its Department of Transportation, which property is described as **Parcels 2, 3, 4 and 5 on Exhibit "A" dated 7/12/2012**, attached hereto and by this reference made a part hereof.

SEND TAX STATEMENT TO: NO CHANGE

AFTER RECORDING 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 11 00000 00400 and 00401

Property Address: 28100 Ritter Road
Bonanza, OR 97623

67 AMT

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.

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 26th day of February, 20 ~~12~~ 13.

SIERRA CASCADE NURSERY, INC.

By 
President

By _____
Secretary

STATE OF _____, County of _____

Dated _____, 20____. Personally appeared _____ and _____, who, being sworn, stated that they are the President and Secretary of Sierra Cascade Nursery, Inc., and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:

see attached acknowledgement
Notary Public for _____ (State)
My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation



ACKNOWLEDGMENT

State of California

County of Lassen

On February 26, 2013 before me, Michele J. Yderraga, Notary Public,
(insert name and title of the officer)

personally appeared Steve Fortin
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 [Signature] (Seal)



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 Northwesternly 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 Northwesternly 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 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, 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 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 1328+00.00 and 1329+00.00 and included in a strip of

land, 80.00 feet in width, lying on Northwestern 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 Northwestern 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.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Timothy J. Hutchison

OREGON
NOV. 10, 2010
TIMOTHY JOHN HUTCHISON
72563

RENEWS: 6/30/13