

MTL 91738

WARRANTY DEED

JOHN K. HANSON, Grantor, for the true and actual consideration of **\$10,400.00** does convey unto the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION** Grantee, fee title to the property described as **Parcels 1 and 2 on Exhibit "A" dated 1/3/2013**, attached hereto and by this reference made a part hereof.

TOGETHER WITH all abutter's rights of access, if any, between the Klamath Falls -Lakeview Highway and Grantor's remaining real property.

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 **Parcel 3 on Exhibit "A" dated 1/3/2013**, attached hereto and by this reference made a part hereof.

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 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 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.

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 004A0 03400

Property Address:

le2 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.

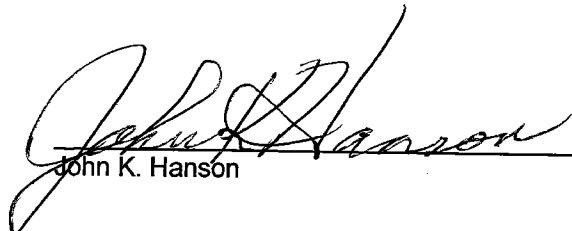
In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

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 20th day of April, 2013.

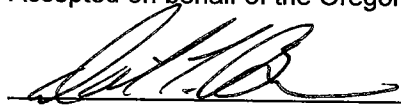

John K. Hanson

STATE OF OREGON, County of _____

Dated _____, 20____. Personally appeared, and signed before me by the above named
John K. Hanson, who acknowledged the foregoing instrument to be his voluntary act. Before me:

Notary Public for Oregon
My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Imperial

On April 25, 2013

Date

before me,

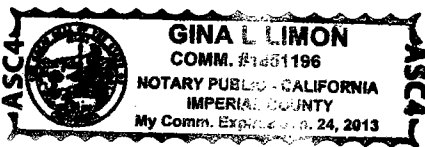
Gina L. Limon

Here Insert Name and Title of the Officer

personally appeared

John K. Hanson

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:

[Signature]

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:

Warranty Deed

Document Date:

4/20/13

Number of Pages:

5

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Parcel 1 – Fee

A parcel of land lying in the SW¼NE¼ of Section 4, 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 John K. Hanson, recorded June 15, 2006 in Book M06, Page 12285, Klamath County Record of Deeds; the said parcel being that portion of said property lying on the Northwesternly side of the center line of the relocated Klamath Falls – Lakeview Highway, TOGETHER WITH that portion of said property included in a strip of land, variable in width, lying on the Southeasterly and Southerly side of said center line, which center line is described as follows:

Beginning at Engineer's center line Station 1387+24.44 P.T., said station being 3,752.54 feet South and 4,407.60 feet West of the East Quarter Corner of Section 33, Township 37 South, Range 11 East, W.M.; thence South 42° 56' 32" East 449.16 feet; thence on a spiral curve right (the long chord of which bears South 42° 29' 32" East 120.00 feet) 120.00 feet; thence on a 2,546.48 foot radius curve right (the long chord of which bears South 38° 59' 56" East 230.42 feet) 230.50 feet; thence on a spiral curve right (the long chord of which bears South 35° 30' 21" East 120.00 feet) 120.00 feet; thence South 35° 03' 21" East 309.71 feet; thence on a spiral curve left (the long chord of which bears South 37° 33' 20" East 199.85 feet) 200.00 feet; thence on a 763.94 foot radius curve left (the long chord of which bears South 87° 52' 07" East 1,086.26 feet) 1,208.35 feet; thence on a spiral curve left (the long chord of which bears North 41° 49' 05" East 199.85 feet) 200.00 feet; thence North 39° 19' 06" East 9.31 feet; thence on a spiral curve right (the long chord of which bears North 41° 49' 05" East 199.85 feet) 200.00 feet; thence on a 763.94 foot radius curve right (the long chord of which bears North 73° 03' 30" East 675.53 feet) 699.73 feet; thence on a spiral curve right (the long chord of which bears South 75° 42' 05" East 199.85 feet) 200.00 feet; thence South 73° 12' 06" East 573.07 feet to Engineer's Station 1432+44.27 P.S. on said center line.

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

Station	to	Station	Width on the Southeasterly and Southerly Side of Center Line
1412+00.00		1413+62.15	77.00 in a straight line to 65.00
1413+62.15		1415+71.47	65.00 in a straight line to 93.00
1415+71.47		1417+71.47	93.00 in a straight line to 117.00
1417+71.47		1421+00.00	117.00 in a straight line to 65.00
1421+00.00		1423+00.00	65.00 in a straight line to 55.00

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

This parcel of land contains 1.46 acres, more or less.

Parcel 2 – Fee

A parcel of land lying in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4, 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 John K. Hanson, recorded June 15, 2006 in Book M06, Page 12285, Klamath County Record of Deeds; the said parcel being that portion of said property lying Northeasterly of a line beginning at a point opposite and 65.00 feet Southerly of Engineer's Station 1421+00.00 on the center line of the relocated Klamath Falls – Lakeview Highway and thence in a straight line to a point opposite and 287.00 feet Southerly of Engineer's Station 1423+00.00 on said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

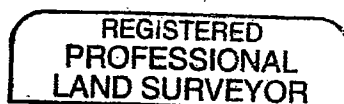
This parcel of land contains 5,367 square feet, more or less.

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

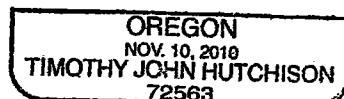
A parcel of land lying in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4, Township 38 South, Range 11 East, W.M., Klamath County, Oregon and being a portion of that property described in that Bargain and Sale Deed to John K. Hanson, recorded June 15, 2006 in Book M06, Page 12285, Klamath County Record of Deeds; the said parcel being that portion of said property lying Easterly of a line beginning at a point opposite and 300.00 feet Southeasterly of Engineer's Station 1420+27.00 on the center line of the relocated Klamath Falls – Lakeview Highway and thence in a straight line to a point opposite and 30.00 feet Southerly of Engineer's Station 1421+20.00 on said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

This parcel of land contains 12,690 square feet, more or less.



Timothy J. Hutchison



RENEWS: 6/30/13