

WARRANTY DEED

JANICE R. SHELBY, Grantor, for the true and actual consideration of **\$1000.00**, 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 3/15/2012**, 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, EXCEPT, however,

Grantee shall either construct a public frontage road, or provide some other access road on the RIGHT side of the highway, and Grantor and Grantor's heirs, successors and assigns, shall be entitled to access to said road for any purpose upon application filed with Grantee and issuance of a road approach permit pursuant to applicable statutes and regulations. Said road shall be connected to the main highway or to other public ways only at such places as Grantee may select.

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 2 on Exhibit "A" dated 3/15/2012**, 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 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.

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 005A0 01200

Property Address: Lot 7 Block 29 Forest Estates
Klamath Falls, OR 97623

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.

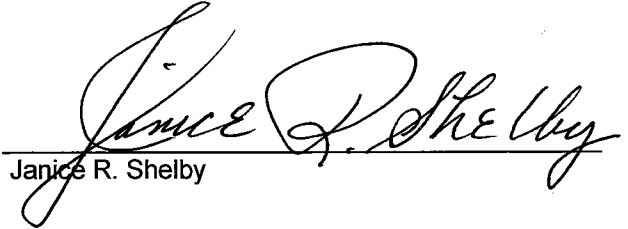
In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

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 22 day of April, 20 13.



Janice R. Shelby

California
STATE OF ~~OREGON~~, County of Los Angeles

Dated May 1st, 20 13. Personally appeared, and signed before me by the above named Janice R. Shelby, who acknowledged the foregoing instrument to be her voluntary act. Before me:


Notary Public for Oregon
My Commission expires March 3, 2015

Accepted on behalf of the Oregon Department of Transportation



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On May 1st, 2013

before me,

Carolyn Y. Phillips, Notary Public

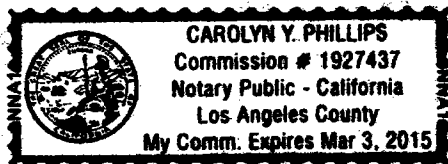
Here Insert Name and Title of the Officer

personally appeared

Janice R. Shelby

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:

Carolyn Y. Phillips

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:

4/23/13

Number of Pages:

5

Signer(s) Other Than Named Above:

N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Janice R. Shelby

Signer's Name:

N/A

☐ Corporate Officer — Title(s):

☐ Corporate Officer — Title(s):

☒ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing:

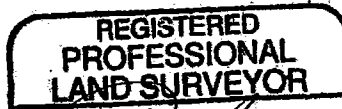
Self

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



RIGHT THUMBPRINT OF SIGNER
Top of thumb here



File 7561012
Drawing 11B-6-6
3/15/2012

Parcel 1 – Fee

Expires 12-31-2012

A parcel of land lying in Government Lot 1 of Section 5, Township 38 South, Range 11 East, W.M., Klamath County, Oregon and being a portion of that property described in that Quitclaim Deed to Janice R. Shelby, recorded May 16, 1990 in Book M90, Page 9341, Klamath County Record of Deeds; the said parcel being that portion of said property lying on the Northerly 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 Southerly side of said center line, which center line is described as follows:

Beginning at Engineer's center line Station 1361+24.31 P.T., said station being 4,336.33 feet South and 6,481.35 feet West of the East Quarter Corner of Section 33, Township 37 South, Range 11 East, W.M.; thence North 18° 43' 11" East 69.31 feet; thence on a spiral curve right (the long chord of which bears North 21° 35' 02" East 269.73 feet) 270.00 feet; thence on a 900.00 foot radius curve right (the long chord of which bears North 47° 08' 19" East 610.45 feet) 622.81 feet; thence on a spiral curve right (the long chord of which bears North 72° 41' 36" East 269.73 feet) 270.00 feet; thence North 75° 33' 27" East 256.70 feet; thence on a spiral curve right (the long chord of which bears North 78° 05' 14" East 219.83 feet) 220.00 feet; thence on a 830.37 foot radius curve right (the long chord of which bears South 73° 41' 32" East 653.18 feet) 671.31 feet; thence on a spiral curve right (the long chord of which bears South 45° 28' 18" East 219.83 feet) 220.00 feet; thence South 42° 56' 32" East 449.16 feet to Engineer's Station 1391+73.60 P.S. on said center line.

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

Station	to	Station	Width on the Southerly Side of Center Line
1370+86.43		1373+56.43	115.00
1373+56.43		1374+57.00	115.00 in a straight line to 135.00

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

This parcel of land contains 3,325 square feet, more or less.

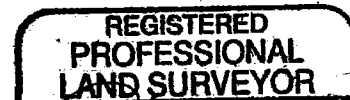
Parcel 2 – Temporary Easement for Work Area (5 years or duration of Project, whichever comes sooner)

A parcel of land lying in Government Lot 1 of Section 5, Township 38 South, Range 11 East, W.M., Klamath County, Oregon and being a portion of that property described in that Quitclaim Deed to Janice R. Shelby, recorded May 16, 1990 in Book M90, Page 9341, Klamath County Record of Deeds; the said parcel being that portion of said property lying Easterly of a line that begins at a point opposite and 120.00 feet Southerly of Engineer's

Station 1374+18.00 on the center line of the relocated Klamath Falls – Lakeview Highway; thence Southerly in a straight line to a point opposite and 220.00 feet Southerly of Engineer's Station 1374+18.00 on said center line; thence Southeasterly in a straight line to a point opposite and 280.00 feet Southerly of Engineer's Station 1374+50.00 on said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

This parcel of land contains 822 square feet, more or less.



Pat Marquis
OREGON
APRIL 26, 1969
PAT MARQUIS
2382
Expires 12-31-2012