

mtc 92443



### BARGAIN AND SALE DEED

ABS OR-O LLC, a Delaware limited liability company, Grantor, for the true and actual consideration of \$3,000, 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 11/19/2012**, 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
117'+54'	Southerly/Right	40'
120'+59'	Southerly/Right	40'
123'+59'	Southerly/Right	40'

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.

**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 #: 3909-002DA-01501 and 01001

Property Address: 5400 S. 6<sup>th</sup> Street  
Klamath Falls, OR 97603

57A mt

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 3 and 4 on Exhibit "A" dated 11/19/2012**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) 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 3 and 4, 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.

IT IS ALSO UNDERSTOOD that such conveyance is subject to any and all matters of record, and subject to Grantee agreeing not to disturb or other wise interfere with any other existing easement rights.

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.

**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 1<sup>st</sup> day of July, 2013.

ABS OR-O LLC, a Delaware limited liability company

By:

Bradley R. Beckstrom  
Member / Manager  
Lead Counsel

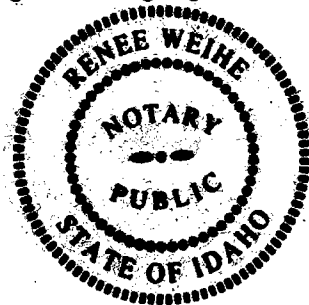
Member / Manager

STATE OF IDAHO, County of Ada

Dated July 1, 2013. Personally appeared the above named Bradley R. Beckstrom

and Lead Counsel Member(s) / Manager(s) of ABS OR-O LLC, a Delaware limited liability

company, who acknowledged the foregoing instrument to be their voluntary act. Before me:



Renee Weihe  
Notary Public for IDAHO  
My Commission expires 4-8-2015

Accepted on behalf of the Oregon Department of Transportation

[Signature]

**Parcel 1 – Fee**

A parcel of land lying in the NE¼SE¼ of Section 2, Township 39 South, Range 9 East, W.M., Klamath County, Oregon; said parcel being a portion of that property designated as Parcel 2 and described in that Warranty Deed to New Albertson's, Inc., recorded June 25, 2008 in Book 2008, Page 009317, Klamath County Record of Deeds; said parcel being that portion of said property lying between lines at right angles to the center line of the relocated Klamath Falls – Lakeview Highway at Engineer's Stations 120+11.00 and 120+97.00 and included in a strip of land 45.00 feet 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 75+21.60, said station being 131.80 feet East and 1.47 feet South of the West quarter corner of Section 2, Township 39 South, Range 9 East W.M.; thence North 89° 44' 04" East 2,984.00 feet; thence South 89° 52' 38" East 2,309.15 feet to Engineer's Station 128+14.75 Back equals 128+15.00 Ahead, on said center line.

Bearings are based on County Survey No. 7892, filed January, 2012, Klamath County.

This parcel of land contains 237 square feet, more or less.

**Parcel 2 – Fee**

A parcel of land lying in the NE¼SE¼ of Section 2, Township 39 South, Range 9 East, W.M., Klamath County, Oregon; said parcel being a portion of that property designated as Parcel 2 and described in that Warranty Deed to New Albertson's, Inc., recorded June 25, 2008 in Book 2008, Page 009317, Klamath County Record of Deeds; said parcel being that portion of said property lying between lines at right angles to the center line of the relocated Klamath Falls – Lakeview Highway at Engineer's Stations 123+09.00 and 123+95.00 and included in a strip of land 45.00 feet in width, lying on the Southerly side of said center line, which center line is described in Parcel 1.

This parcel of land contains 122 square feet, more or less.

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

A parcel of land lying in the NE¼SE¼ of Section 2, Township 39 South, Range 9 East, W.M., Klamath County, Oregon; said parcel being a portion of that property designated as Parcel 2 and described in that Warranty Deed to New Albertson's, Inc., recorded June 25, 2008 in Book 2008, Page 009317, Klamath County Record of Deeds; said parcel being that portion of said property lying between lines at right angles to the center line of the

relocated Klamath Falls – Lakeview Highway at Engineer's Stations 122+99.00 and 124+05.00 and included in a strip of land 66.00 feet in width, lying on the Southerly side of said center line, which center line is described in Parcel 1.

**EXCEPT** therefrom Parcel 2

This parcel of land contains 514 square feet, more or less.

**Parcel 4 - Temporary Easement For Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 East, W.M., Klamath County, Oregon; said parcel being a portion of that property designated as Parcel 2 and described in that Warranty Deed to New Albertson's, Inc., recorded June 25, 2008 in Book 2008, Page 009317, Klamath County Record of Deeds; said parcel being that portion of said property lying between lines at right angles to the center line of the relocated Klamath Falls – Lakeview Highway at Engineer's Stations 120+01.00 and 121+07.00 and included in a strip of land 70.00 feet in width, lying on the Southerly side of said center line, which center line is described in Parcel 1.

**EXCEPT** therefrom Parcel 1

This parcel of land contains 1,487 square feet, more or less.

