



2014-000874
Klamath County, Oregon
01/31/2014 10:34:34 AM
Fee: \$62.00

WARRANTY DEED

ERNEST G. GESNER JR and HOPE A. WHITE, SUCCESSOR TRUSTEES of The Gesner Family Trust
dated October 19, 1994, Grantor, for the true and actual consideration of **\$2000.00**, 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 7/12/2012**, attached hereto and by this reference made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a channel change over and across the property described as **Parcel 2 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 property for the purpose of making a channel change in Wildhorse Creek as necessitated by the construction and improvement 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 the public way purposes, without additional compensation, all materials excavated in the making of said 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 said Wildhorse Creek, Grantee shall acquire no interest in said property, nor shall Grantee be deemed to have assumed any obligation in connection therewith.

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 #: 37 11 00100 01000

Property Address: 35974 Hwy 140 E
Beatty, OR 97621

A handwritten signature, possibly 'WD', is located at the bottom left of the page.

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 ALSO UNDERSTOOD that this temporary easement does not convey any right or interest in said property except as stated herein.

IT IS FURTHER UNDERSTOOD that Grantor releases Grantee from any and all liability or claims whatsoever arising from the making of said channel change.

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 UNDERSTOOD that the easement herein granted does not convey any right or interest in the above-described Parcel 2, except for the purposes 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.

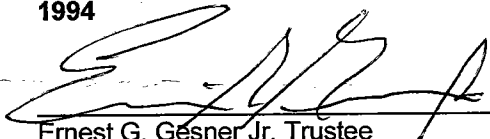
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 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 15 day of January, 2014.

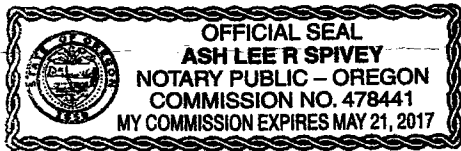
THE GESNER FAMILY TRUST dated October 19, 1994


Ernest G. Gesner Jr, Trustee


Hope A. White, Trustee

STATE OF OREGON, County of Klamath

Dated January 16, 20 14. Personally appeared the above named Ernest G. Gesner Jr,
Trustee, and acknowledged the foregoing instrument to be his voluntary act. Before me:



Ash Lee Spivey
Notary Public for Oregon
My Commission expires May 21, 2017

STATE OF OREGON, County of Klamath

Dated January 15, 20 14. Personally appeared the above named Hope A. White, Trustee,
and acknowledged the foregoing instrument to be her voluntary act. Before me:



Ash Lee Spivey
Notary Public for Oregon
My Commission expires May 21, 2017

Accepted on behalf of the Oregon Department of Transportation

[Signature]

Parcel 1 – Fee

A parcel of land lying in the SW¼NW¼ of Section 1, Township 37 South, Range 11 East, W.M., Klamath County, Oregon and being a portion of that property described in that Trustee's Deed to Charlotte R. Del Prino, Trustee or her Successors in Trust Under the Del Prino Family Trust, recorded October 22, 2010 in Book 2010, Page 012463, Klamath County Record of Deeds; the said parcel being that portion of said property lying Northwesterly of the following described line:

Beginning at a point opposite and 55.00 feet Southeasterly of Engineer's Station 1802+25.59 on the center line of the relocated Klamath Falls – Lakeview Highway; thence Northeasterly, in a straight line, to a point opposite and 55.00 feet Southeasterly of Engineer's Station 1811+00.00 on said center line; thence Northeasterly, in a straight line, to a point opposite and 40.00 feet Southeasterly of Engineer's Station 1811+50.00 on said center line, which center line is described as follows:

Beginning at Engineer's center line Station 1802+25.59 P.T., said station being 94.18 feet South and 308.71 feet West of the Quarter corner common to Sections 1 and 2, Township 37 South, Range 11 East, W.M.; thence North 54° 18' 12" East 974.41 feet to Engineer's Station 1812+00.00 P.O. T. on said center line.

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

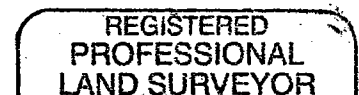
This parcel of land contains 8,272 square feet, more or less.

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

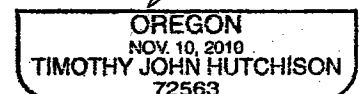
A parcel of land lying in the SW¼NW¼ of Section 1, Township 37 South, Range 11 East, W.M., Klamath County, Oregon and being a portion of that property described in that Trustee's Deed to Charlotte R. Del Prino, Trustee or her Successors in Trust Under the Del Prino Family Trust, recorded October 22, 2010 in Book 2010, Page 012463, 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 1806+00.00 and 1807+30.00 and included in a strip of land, 75.00 feet in width, lying on the Southeasterly side of said center line, which center line was described in Parcel 1.

EXCEPT therefrom Parcel 1.

This parcel of land contains 2,600 square feet, more or less.



Timothy J. Hutchison



RENEWES: 6/30/13