

2019-013915
Klamath County, Oregon
12/02/2019 11:00:01 AM
Fee: \$117.00



CONVEYANCE OF ACCESS RIGHTS and WARRANTY DEED

For the true and actual consideration of \$5,520, **LES SCHWAB TIRE CENTERS OF OREGON, INC.**, an Oregon corporation, Grantor, as the owner of the property described as **Parcel 1 on Exhibit "A" dated 1/11/2019**, attached hereto and by this reference made a part hereof, does convey and relinquish unto the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, all abutter's rights of access, if any, between the Klamath Falls - Lakeview Highway, 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
126+66	Left	40 feet
127+33	Left	40 feet

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.

Grantor represents and warrants that no one, other than Grantor, is using or entitled to use the access rights herein conveyed and does covenant to and with Grantee, its successors and assigns, that Grantor is the legal owner of the above-mentioned property.

**AFTER RECORDING RETURN &
TAX STATEMENTS TO:**
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM, OR 97302-1142

Map and Tax Lot #: 39 09 02AD 7700 & 7800

Property Address: 5757 S 6th Street
Klamath Falls, OR 97603

THIS IS A PARTIAL ACQUISITION FOR ROAD PURPOSES

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GRANTOR ALSO CONVEYS UNTO the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, fee title to the property described as **Parcel 2 on Exhibit "A" dated 1/11/2019**, 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,

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
126+66	Left	40 feet
127+33	Left	40 feet

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.

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 1/11/2019**, 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 State of Oregon Department of Transportation's 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.

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 14th day of Oct., 2019.

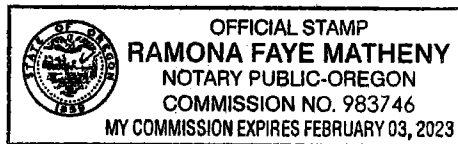
**LES SCHWAB TIRE CENTERS OF OREGON, INC., an
Oregon corporation**

By not necessary
President

By Cory J. Parks
Secretary

STATE OF OREGON, County of Deschutes

Dated 10.14, 20 19. Personally appeared Corey J. Parks and
N/A, who, being sworn, stated that they are the ~~President~~ and Secretary of Les Schwab
Tire Centers of Oregon, Inc., an Oregon corporation and that this instrument was voluntarily signed on behalf of the
corporation by authority of its Board of Directors. Before me:



Ramona Faye Matheny
Notary Public for Oregon
My Commission expires 02.03.2023

Accepted on behalf of the Oregon Department of Transportation

[Signature]

Parcel 1 – Access Only

A parcel of land lying in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East, W.M., Klamath County, Oregon and being that property, described in that Statutory Special Warranty Deed to Les Schwab Tire Centers of Oregon, Inc., an Oregon corporation, recorded November 13, 2015 as Instrument No. 2015-012411, Klamath County Record of Deeds.

This parcel of land contains 1.98 acres, more or less.

Parcel 2 - Fee

A parcel of land lying in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property, designated as Parcel 1 and described in that Statutory Special Warranty Deed to Les Schwab Tire Centers of Oregon, Inc., an Oregon corporation, recorded November 13, 2015 as Instrument No. 2015-012411, 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 Northerly side 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 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 center line Station 128+14.75 Back equals 128+15.00 Ahead; thence South 89° 51' 00" East 360.50 feet to center line station 131+75.50 on said center line.

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

Station	to	Station	Width on Northerly Side of Center Line
126+00.00		127+58.00	42.00
127+58.00		127+74.00	42.00 in a straight line to 54.00
127+74.00		127+88.00	62.00

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

This parcel of land contains 368 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 SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property, designated as Parcel 1 and described in that Statutory Special Warranty Deed to Les Schwab Tire Centers of Oregon, Inc., an Oregon corporation, recorded November 13, 2015 as Instrument No. 2015-012411, 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 Northerly side of the center line of the relocated Klamath Falls-Lakeview Highway, which center line is described in Parcel 2.

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

Station	to	Station	Width on Northerly Side of Center Line
126+00.00		127+63.00	59.00
127+63.00		127+88.00	74.00

EXCEPT therefrom Parcel 2.

This parcel of land contains 2,555 square feet, more or less.


INCUMBENCY CERTIFICATE

I, John W. Cuniff, certify as follows:

1. I am the Chief Executive Officer of each of the following entities (each, "Les Schwab"):

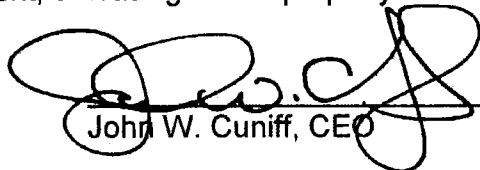
Les Schwab Warehouse Center, Inc.
Les Schwab Tire Centers of Boise, Inc.
Les Schwab Tire Centers of California, Inc.
Les Schwab Tire Centers of Central California, Inc.
Les Schwab Tire Centers of Colorado, Inc.
Les Schwab Tire Centers of Idaho, Inc.
Les Schwab Tire Centers of Montana, Inc.
Les Schwab Tire Centers of Nevada, Inc.
Les Schwab Tire Centers of Oregon, Inc.
Les Schwab Tire Centers of Portland, Inc.
Les Schwab Tire Centers of Utah, Inc.
Les Schwab Tire Centers of Washington, Inc.

2. Corey J. Parks is the duly elected, qualified and acting Chief Administrative Officer, Executive Vice President, and Secretary of each Les Schwab entity and the signature set forth below is, in fact, his signature.



Corey J. Parks

3. Corey J. Parks, as Chief Administrative Officer, Executive Vice President, and Secretary of each Les Schwab entity, is authorized to sign and deliver all documents and to take or cause to be taken all other acts on behalf of each Les Schwab entity that he deems necessary or appropriate to facilitate the business of each such Les Schwab entity, including without limitation, the execution and delivery of all documents related to the purchase, sale, ownership, operation, management, development, or leasing of real property.



John W. Cuniff, CEO

Dated: November 12, 2019