

AmeriTitle  
MTC 2018/11/18 AM

**WARRANTY DEED**

**KLAMATH PETROLEUM DISTRIBUTING, INC.**, an Oregon corporation, Grantor, for the true and actual consideration of **\$8,480.00**, 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 11/29/2018**, attached hereto and by this reference made a part hereof.

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 11/29/2018**, 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 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.

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.

**AFTER RECORDING RETURN TO &  
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 02BC 06200

Property Address: 5315 S 6<sup>th</sup> Street  
Klamath Falls, OR 97603

**THIS IS A PARTIAL ACQUISITION FOR ROAD PURPOSES**

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<sup>nd</sup> day of October, 2019.

KLAMATH PETROLEUM DISTRIBUTING, INC.,  
an Oregon corporation

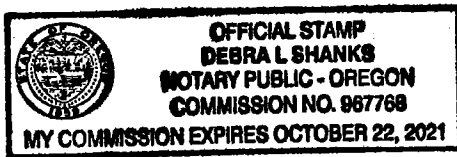
By John Truitt  
President

By Maria Truitt  
Secretary

STATE OF OREGON, County of BENTON

Dated OCTOBER 22, 2019. Personally appeared JOHN TRUAX

and MARIA TRUAX, who, being sworn, stated that they are the President and Secretary of Klamath Petroleum Distributing, 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:



Debra L. Shanks  
Notary Public for Oregon  
My Commission expires 10-22-2021

Accepted on behalf of the Oregon Department of Transportation

[Signature]

**Parcel 1 - Fee**

A parcel of land lying in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Klamath Petroleum Distributing, INC., and Oregon corporation, recorded November 10, 1966 in Book M-66, Page 11671, 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
77+38.00		77+70.00	54.00
77+70.00		79+17.00	42.00

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

This parcel of land contains 489 square feet, more or less.

**Parcel 2 – Temporary Easement For Work Area (3 Years or duration of Project, whichever is sooner)**

A parcel of land lying in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Klamath Petroleum Distributing, INC., and Oregon corporation, recorded November 10, 1966 in Book M-66, Page 11671, 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 1.

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

Station	to	Station	Width on Northerly Side of Center Line
77+38.00		77+72.00	62.00
77+72.00		79+17.00	55.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 2,048 square feet, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

DIGITALLY SIGNED Feb 28 2019 10:10 AM

OREGON  
NOVEMBER 10, 2010  
TIMOTHY JOHN HUTCHISON  
72563

*EXPIRES 6/30/19*