

CONVEYANCE OF ACCESS RIGHTS and WARRANTY DEED

For the true and actual consideration of \$6,100, **BEVERLY L. JENNINGS and LAURA L. SMITH**, Grantor, as the owner of the property described as **Parcel 1 on Exhibit "A" dated 07/20/2020** 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 South Klamath Falls 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 left 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 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 #: 39S9E 14DB-9300

Property Address:

THIS IS A PARTIAL ACQUISITION FOR ROAD PURPOSES

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 07/20/2020** attached hereto and by this reference made a part hereof.

TOGETHER WITH all abutter's rights of access, between the South Klamath Falls Highway and Grantor's remaining real property, EXCEPT, however,

Grantee shall either construct a public frontage road, or provide some other public access road on the left 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 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.

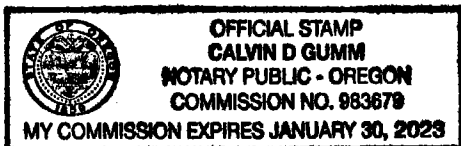
Dated this 20th day of August, 2020.

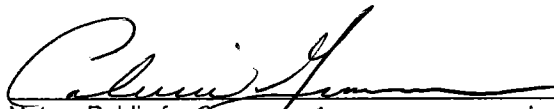

Beverly L. Jennings

STATE OF OREGON, County of Douglas

Dated September 9th, 20 20. Personally appeared, and signed before me by the above named

Beverly L. Jennings, who acknowledged the foregoing instrument to be her voluntary act. Before me:



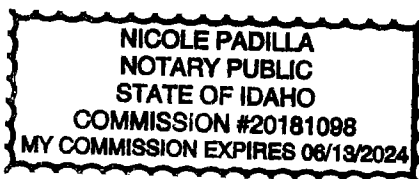

Notary Public for Oregon
My Commission expires January 30th, 2023

SEE ATTACHED SEPARATE SIGNATURE AND ACKNOWLEDGMENTS ON PAGES 4 OF 4

SIGNATURE AND ACKNOWLEDGMENT PAGE 4 OF 4 AS ATTACHED TO ABOVE CONVEYANCE OF ACCESS RIGHTS AND
WARRANTY DEED DOCUMENT DATED August 20, 2020

Laura L. Smith
Laura L. Smith

of Idaho
STATE OF ~~California~~, County of Ada
Dated September 4, 20 20. Personally appeared, and signed before me by, the above named
Laura L. Smith, who acknowledged the foregoing instrument to be her voluntary act. Before me:



[Signature]
Notary Public for California
My Commission expires 06/13/2024

Accepted on behalf of the Oregon Department of Transportation

[Signature]

Parcel 1- Access

A parcel of land lying in the NW¼SE¼ of Section 14, Township 39 South, Range 9 East, W.M., Klamath County, Oregon, and being a portion of that property described in that Warranty Deed to Beverly L. Jennings and Laura L. Smith and Cleva M. Hamons, recorded June 12, 2001, in Book M01, Page 27649 of Klamath County Record of Deeds.

Parcel 2 - Fee

A parcel of land lying in the NW¼SE¼ of Section 14, Township 39 South, Range 9 East, W.M., Klamath County, Oregon, and being a portion of that property described in that Warranty Deed to Beverly L. Jennings and Laura L. Smith and Cleva M. Hamons, recorded June 12, 2001, in Book M01, Page 27649 of Klamath County Record of Deeds; said parcel being that portion of said property included in a strip of land variable in width, lying on Westerly side of the center line of the relocated County Road 880 (Homedale Road), which center line is described as follows:

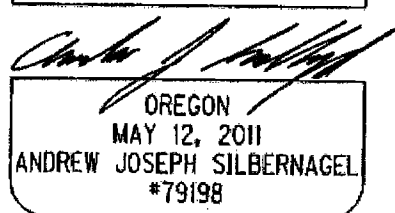
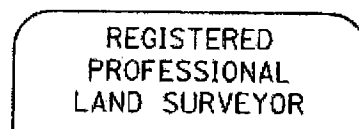
Beginning at Engineer's center line Station 'H' 63+27.25, said station being North 10.37 feet and West 1327.25 feet of the Southeast corner of Section 14, Township 39 South, Range 9 East, W.M.; thence North 0°02'35" East 2722.75 feet to Engineer's center line station 'H' 90+50.00, said station being North 4.53 feet and East 4021.05 feet of the West quarter corner of Section 14, Township 39 South, Range 9 East, W.M.

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

Station	to	Station	Width on Westerly Side of Center Line
"H" 77+60.00		"H" 78+42.00	57.50 in a straight line to 37.00
"H" 78+42.00		"H" 79+50.00	37.00

Bearings are based on the Oregon Coordinate Reference System – Bend-Klamath Falls Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 1730 square feet, more or less, outside the existing right of way.



RENEWS: JUNE 30, 2022
SIGNED: 07/20/2020