

File: 9788078
Map: RW9788M

2023-000447
Klamath County, Oregon
01/23/2023 10:58:01 AM
Fee: \$97.00



PERMANENT EASEMENT

UMPQUA BANK, successor by merger to Klamath First Federal Savings and Loan Association, a federal corporation, Grantor, for the true and actual consideration of \$1,800.00, does grant to the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a permanent easement to construct, reconstruct, repair, and maintain a public highway and its appurtenances and facilities, and also to construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under and across the property described as **Parcel 1 on Exhibit "A" dated 02-11-2022**, 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 02-11-2022**, 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, and will warrant the easement rights herein granted from all lawful claims whatsoever.

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

Map and Tax Lot #: 41S10E01CC-5800

Property Address: 204 E Front St.
Merrill, OR 97633

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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.

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 3 day of January, 2023.

UMPQUA BANK, successor by merger to Klamath
First Federal Savings and Loan Association, a federal
corporation

By

Title: Ron Farnsworth, CFO

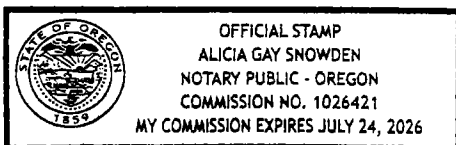
By _____

Title: _____

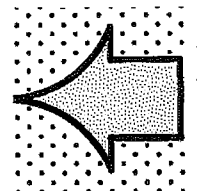
STATE OF Oregon, County of Clackamas

Dated January 3, 2023. Personally appeared the above named Ron Farnsworth and
_____, known by me to be the CFO and _____, of

Umpqua Bank, who acknowledged that he/she/they executed the same for the purposes therein expressed and in the capacity therein stated, as the act and deed of said Bank. Before me:



Alicia Gay Snowden
Notary Public for State of Oregon
My Commission expires July 24, 2026



Accepted on behalf of the Oregon Department of Transportation

[Signature]

PARCEL 1 - Permanent Easement For Highway Right of Way Purposes

A parcel of land lying in the SW¼ of Section 1, Township 41 South, Range 10 East, W.M., Klamath County, Oregon and being a portion of that property described in that Statutory Special Warranty Deed to Klamath First Federal Savings and Loan Association, a Federal Corporation, recorded July 18, 1997, in Volume M97 Page 22731, 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 - Malin Highway (OR39), which center line is described as follows:

Beginning at Engineer's center line Station 108+00.00, said station being 1.23 feet South and 1408.40 feet West of the Southeast corner of Section 2, Township 41 South, Range 10 East, W.M., Klamath County, Oregon; thence North 89°56'59" East, 1408.40 feet; thence North 89°56'08" East, 1291.60 feet to Engineer's center line Station 135+00.00.

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

Station	to	Station	Width on the Northerly Side of Center Line
125+75.00		125+99.78	44.00 feet
125+99.78		126+06.00	42.26 feet in a straight line to 42.23 feet

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

This parcel of land contains 71 square feet, more or less, outside the existing right of way.

PARCEL 2 – Temporary Easement For Work Area (3 years or duration of project, whichever is sooner)

A parcel of land lying in the SW¼ of Section 1, Township 41 South, Range 10 East, W.M., Klamath County, Oregon and being a portion of that property described in that Statutory Special Warranty Deed to Klamath First Federal Savings and Loan Association, a Federal Corporation, recorded July 18, 1997, in Volume M97 Page 22731, 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 - Malin Highway (OR39), which center line is described in Parcel 1.

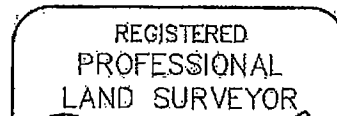
The width in feet of said strip of land is as follows:

Station	to	Station	Width on the Northerly Side of Center Line
125+75.00		125+91.00	85.00 feet
125+91.00		126+06.00	49.00 feet

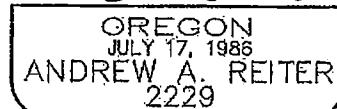
EXCEPT therefrom Parcel 1.

ALSO EXCEPT therefrom that portion of said parcel lying within the existing building.

This parcel of land contains 343 square feet, more or less, outside the existing right of way.



Andrew A. Reiter



RENEWS: 12/31/2022