



PERMANENT EASEMENT

CH TOWN & COUNTRY, LLC, a Delaware limited liability company, Grantor, for the true and actual consideration of \$750.00, 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 10-09-2022**, 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 10-09-2022**, 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 #: 39S09E03DA-900

Property Address: 3834 S 6th Street
Klamath Falls, OR 97603

102


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 20th day of January, 2023.

CH TOWN & COUNTRY, LLC, a Delaware limited liability company


Member / Manager

Member / Manager

STATE OF _____, County of _____

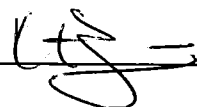
Dated _____, 20____. Personally appeared the above named _____ and _____, Member(s) / Manager(s) of CH Town & Country, LLC, a Delaware limited liability company, who acknowledged the foregoing instrument to be their voluntary act. Before me:

See attached certificate

Notary Public for State of _____

My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation



PARCEL 1 - Permanent Easement For Highway Right of Way Purposes

A parcel of land lying in the SE¼ of Section 3, Township 39 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property described in that Statutory Warranty Deed to CH Town & Country, LLC, a Delaware Limited Liability Company, recorded September 19, 2013, as Instrument No. 2013-010653, Klamath County Official Records; the said parcel being that portion of said property lying between lines at right angles to the center line of the relocated Klamath Falls - Lakeview Highway (OR39) at Engineer's center line Stations "S. 6TH" 61+03.00 and "S. 6TH" 61+20.00 and included in a strip of land 48.00 feet in width, lying on the Southerly side of said center line, which center line is described as follows:

Beginning at Engineer's center line Station "S. 6TH" 24+00.00 P.O.T., said station being 1304.43 feet North and 1973.05 feet West of the Brass Rod in a Monument Box monumenting the Center one-quarter of Section 3, Township 39 South, Range 9 East, W.M., Klamath County, Oregon; thence South 55°50'25" East, 1765.50 feet; thence on a spiral curve left (the long chord of which bears South 59°31'15" East, 469.22 feet) 470.00 feet; thence on a 1219.06 foot radius curve left (the long chord of which bears South 72°54'28" East, 255.80 feet) 256.27 feet; thence on a spiral curve left (the long chord of which bears South 86°17'41" East, 469.22 feet) 470.00 feet to Engineer's center line Station "S. 6TH" 53+61.77 P.T. Back equals "S. 6TH" 53+70.60 P.O.T. Ahead; thence South 89°58'31" East, 2150.39 feet to Engineer's center line Station "S. 6TH" 75+20.99 Back equals "S. 6TH" 75+21.60 Ahead; thence North 89°44'04" East, 2984.00 feet; thence South 89°52'38" East, 2309.15 feet to Engineer's center line Station "S. 6TH" 128+14.75 Back equals "S. 6TH" 128+15.00 Ahead; thence South 89°51'00" East, 360.50 feet; thence on a spiral curve right (the long chord of which bears South 87°08'35" East, 499.55 feet) 500.00 feet; thence on a 1763.64 foot radius curve right (the long chord of which bears South 67°58'42" East, 838.38 feet) 846.49 feet; thence on a spiral curve right (the long chord of which bears South 48°48'48" East, 499.55 feet) 500.00 feet; thence South 46°06'23" East, 69.87 feet to Engineer's center line Station "S. 6TH" 150+91.86 Back equals 150+92.02 Ahead; thence South 46°06'23" East, 4093.12 feet to Engineer's center line Station "S. 6TH" 191+85.14.

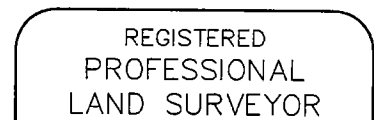
Bearings are based on the Oregon Coordinate Reference System, Bend – Klamath Falls Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 55 square feet, more or less, outside the existing right of way.

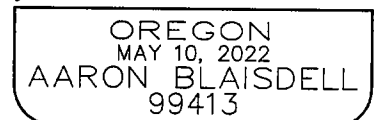
PARCEL 2 - Temporary Easement For Work Area (3 years or duration of project, whichever is sooner)

A parcel of land lying in the SE¼ of Section 3, Township 39 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property described in that Statutory Warranty Deed to CH Town & Country, LLC, a Delaware Limited Liability Company, recorded September 19, 2013, as Instrument No. 2013-010653, Klamath County Official Records; the said parcel being that portion of said property lying between lines at right angles to the center line of the relocated Klamath Falls - Lakeview Highway (OR39) at Engineer's center line Stations "S. 6TH" 61+20.00 and "S. 6TH" 61+36.00 and included in a strip of land 47.00 feet in width, lying on the Southerly side of said center line, which center line is described in Parcel 1.

This parcel of land contains 112 square feet, more or less, outside the existing right of way.



ALB DIGITALLY SIGNED - Aaron
Blaisdell, PLS
2022.10.21 13:01:38-0700'



RENEWES: 12/31/2023

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On Jan. 20, 2023 before me Sasha Sartini Notary Public,
personally appeared M. S. Chernoff

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Signature]*



(Seal)

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Permanent Easement

Number of Pages 4 Document Date _____

Signers Other Than Named Above: _____