

STATE OF Oregon *California*

County of *Klamath*

BE IT REMEMBERED, That on this *22* day of *December* *1949*
before me, the undersigned, a Notary Public
in and for said County and State, personally appeared the within named
Anna Frances Guiberson, a single person who *is* known
to me to be the identical individual described in and who executed the within instrument and acknowl-
edged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal the day and year last above written.

Butler

Notary Public for *Sacramento Co. Calif.*

My Commission expires *June 7, 1951*

WARRANTY DEED
(FORM No. 3)

TO

STATE OF OREGON

County of *Klamath*

I certify that this within instru-
ment was recorded for record on the
11th day of *December*
A. D. 1949 at *10:17* o'clock A.
M., and recorded in Book *228*
on page *356* of said County
Deeds of said County.

Witness my hand and seal of
County affixed.

Chas. F. Dolap

County Clerk
Recorder of Conveyances.

By *Butler*

Notary Public

Convey for

WARRANTY DEED

14912

This Indenture Witnesseth, That *I, FRED G. SPENCER, a single man*

grantor, for the consideration of

the sum of *ONE HUNDRED SIXTEEN and 80/100 (\$116.80)* DOLLARS

to *me* paid here, bargained and sold and by these presents do bargain, sell and convey

unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

A parcel of land lying in the North half of the North half of the Northeast quarter of the Northwest quarter (N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 12, Township 25 South, Range 3 East, W. 1/4, Klamath County, Oregon. The said parcel being all that portion of the North half of the North half of the Northeast quarter of the Northwest quarter (N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 12 included in a strip of land 150 feet in width, 50 feet on the Western and 100 feet on the Eastern side of the center line of The Dallas-California Highway as said highway has been relocated over and across or adjacent to the said property; the location of the said strip of land being determined by the said center line from Station 128+1.51 to Station 131+60.78 which portion of center line is described as follows:

Beginning at a point which is Engineer's center line Station 128+12.50 opposite and 110 feet distant from which point the Eastern line of the said strip of land intersects the North line of said Section 12; said point being 18.9 feet North and 2173.3 feet East of the Northwest corner of Section 12, Township 25 South, Range 3 East, W. 1/4; thence on a 3819.72 foot radius curve left (the long chord of which bears South 89° 13.2' West) a distance of 348.27 feet to Station 131+60.78; opposite and 50 feet distant from which Station the Western line of said strip of land intersects the Southern line of said North half of the North half of the Northeast quarter of the Northwest quarter (N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 12.

The parcel of land to which this description applies contains 1.10 acres, of which 0.26 acre lies within the existing right of way, title to which hereby is acknowledged to be in the public, and 0.84 acre lies outside of the existing right of way.

As an essential part of this transaction, to, the undersigned, as owners in fee simple of the tract of land abutting on The Dallas-California Highway, as described in that certain deed wherein Fred G. Spencer was grantee, recorded in Book 220, Deed Records of Klamath County, Oregon, at Page 5, of which the real property covered by this deed is a part, do, for myself, my heirs and assigns, sell, transfer, convey and relinquish to the State of Oregon, by and through its State Highway Commission, its successors and assigns, forever, all easement of access and all rights of ingress, egress and regress to, from and between the real property described in said recorded deed and the real property above described, including the highway to be constructed thereon.

EXCEPT, grantors reserve a right of access on both sides of said highway at Engineer's Station 128+50 and on the West side of said highway at Engineer's Station 130+00, each of which shall have a width of 25 feet for the purpose of access to and from a place of business located on grantor's abutting property.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the grantors, their heirs and assigns.