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Subject to any and all reservations, easements, rights of way, and all other rights, releases, and matters of record and every nature and description affecting or in anywise relating to the real property hereby conveyed.

The Grantor specifically reserves to itself, its successors and assigns, a temporary right of access, at the existing point of access from the Grantor's property being: (a) those parts of Parcels #1 and #2 described in said deed dated November 30, 1948, which lie Southeasterly of the Southeasterly line of said Grater Lake Machinery Co. tract and Southwesterly of the Southwesterly line of said State of Oregon tract; and, (b) all of Parcel #3, described in said deed dated November 30, 1948, and the real property hereby conveyed, which temporary right of access shall continue at all times hereafter until construction of Grantee's proposed Klamath Falls-Lakeview Highway Improvement Project is completed and Grantor has been furnished and afforded a reasonably adequate access, that is, ingress, egress, and regress to and from the real property remaining in the ownership of the Grantor, to wit: the remaining portion of said Parcels #1 and #2 and said Parcel #3, to and from that certain "outer highway" to be constructed by the Grantee as an integral part of its proposed Klamath Falls-Lakeview Highway Improvement Project, more particularly shown on "Exhibit B" attached to said deed dated May 16, 1950, which construction shall include the construction of an adequate road approach thereto, appurtenant to and for the benefit of the said real property remaining in the ownership of the Grantor subsequent to this conveyance and which shall provide reasonably adequate access thereto to and from said outer highway.

Upon completion of construction of Grantee's proposed Klamath Falls-Lakeview Highway Improvement Project in accordance with the terms and conditions hereinabove stated, the temporary right of access hereby reserved as aforesaid, shall automatically

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cease and terminate and all rights of access shall thereafter be limited to access to and from said outer highway, to and from the said property remaining in the ownership of the Grantor, by way and means of the aforementioned road approach thereto.

It is expressly intended that the covenants, burdens and restrictions shall run with the land and shall forever bind and benefit the Grantor, its successors and assigns, and the Grantee, its successors and assigns, respectively.

TO HAVE AND TO HOLD, the above described and granted premises unto the Grantee, its successors and assigns forever. And the Grantor herein, does covenant to and with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all encumbrances, except as above set forth, and that it will and its successors and assigns shall warrant and forever defend the above granted premises and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed and its corporate seal to be hereunto affixed by its proper officials thereunto duly authorized this 2nd day of December, 1955.

WEYERHAEUSER TIMBER COMPANY

By *Chas. H. Ingram*
Vice President

Attest: *R. Halliday*
Assistant Secretary

STATE OF WASHINGTON
COUNTY OF PIERCE } ss.

On this 12th day of January, 1956, before me personally appeared Chas. H. Ingram and R. Halliday to me known to be the Vice President and Assistant Secretary, respectively, of Weyerhaeuser Timber Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument