

ORIGINAL

15908

WARRANTY DEED

Highway Division  
File 52179  
9B-19-5

Vol 1182 Page 12854

KNOW ALL MEN BY THESE PRESENTS, That ERNEST B. MILANI and VICTORINE MILANI, husband and wife; WESGO COMPANY, also known as Wesgo and as Westgo Company and as Wesgo Co., a partnership, Grantors, for the consideration of the sum of Ten Thousand Five Hundred and No/100 DOLLARS, (\$10,500.00) received, do hereby convey unto KLAMATH COUNTY, a political subdivision of the State of Oregon, Grantee, the following described property, to wit:

PARCEL 1

A parcel of land lying in the SE $\frac{1}{4}$  of Section 16, Township 39 South, Range 9 East, W.M., Klamath County, Oregon; the said parcel being that portion of said SE $\frac{1}{4}$  included in a strip of land variable in width, lying on each side of the center line of the South Side Bypass (County Road) which center line is described as follows:

Beginning at Engineer's center line Station 210+00, said station being 2917.2 feet North and 1826.37 feet West of the Southeast corner of Section 16, Township 39 South, Range 9 East, W.M.; thence South 32° 41' East 899.17 feet; thence on a spiral curve left (the long chord of which bears South 36° 01' East 499.32 feet) 500 feet; thence on a 1432.39 foot radius curve left (the long chord of which bears South 60° 29' 15" East 875.95 feet) 890.21 feet; thence on a spiral curve left (the long chord of which bears South 84° 57' 30" East 499.32 feet) 500 feet to Engineer's center line Station 237+89.38.

The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width on Northeasterly Side of Center Line	Width on Southwesterly Side of Center Line
210+00	223+99.17	70	85
223+99.17	237+89.38	50	85

EXCEPT therefrom that property described in that deed to Wesgo, recorded in Book M-76, Page 429 of Klamath County Record of Deeds.

Bearings are based upon the Oregon Co-ordinate System, South Zone.

The parcel of land to which this description applies contains 1.42 acres, more or less, outside of the existing right of way.

Also for the above stated consideration, there is hereby conveyed to Grantee all existing, future or potential common law or statutory abutter's easements of access between the right of way of the public way identified as the relocated South Side Bypass (County Road) and all of Grantors' remaining real property.

Also for the above stated consideration, there is hereby granted to Grantee, its successors and assigns, a permanent easement to construct, operate and maintain a drainage facility, over, across and through the following described property, to wit:

PARCEL 2

A parcel of land lying in the SE $\frac{1}{4}$  of Section 16, Township 39 South, Range 9 East, W.M., Klamath County, Oregon; the said parcel being that portion of said SE $\frac{1}{4}$  lying Easterly of a line at right angles to the center line of the South Side Bypass (County Road) at Engineer's Station 233+00 and between lines parallel with and 50 feet Northerly and 130 feet Northerly of said center line which center line is described in Parcel 1.

12855

EXCEPT therefrom that property described in that deed to Wesgo, recorded in Book M-76, Page 429 of Klamath County Record of Deeds.

The parcel of land to which this description applies contains 0.05 acre, more or less, outside of the existing right of way.

Grantee by virtue of this easement shall have the right to go upon said Parcel 2 for the purpose of making those certain changes in the drainage facility now constructed on said property or property adjoining thereto as may be necessitated by the construction of The Dalles-California Highway-Washburn Way Section of South Side Bypass, it being understood that the rights in said relocated drainage facility shall be the same as previously existed in that portion of the drainage facility which is being relocated.

It is also understood that said easement does not convey any right or interest in the land above described as Parcel 2 except those expressly stated in this document.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of the said property which is free from all encumbrances and will warrant and defend the property herein conveyed and the easement rights herein granted from all lawful claims whatsoever.

Dated this 27<sup>th</sup> day of August, 1982.

Ernest B. Milani  
Ernest B. Milani

Victorine Milani  
Victorine Milani

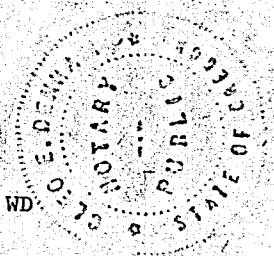
WESGO COMPANY, a partnership  
Ronald J. Hansen  
Ronald J. Hansen, authorized partner

Melvin L. Stewart  
Melvin L. Stewart, authorized partner

STATE OF OREGON, County of Klamath  
August 27, 1982. Personally appeared the above named Ernest B. Milani and Victorine Milani, who acknowledged the foregoing instrument to be their voluntary act. Before me:

Edna E. Denham  
Notary Public for Oregon

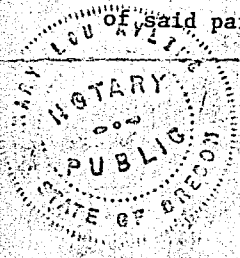
My Commission expires 2-6-83



12856

STATE OF OREGON, County of Klamath

Aug 30, 1982. Personally appeared the above named Ronald J. Hansen and Melvin L. Stewart, who, being sworn, stated they are authorized partners of Wesgo Company, a partnership and that this instrument was voluntarily signed with authority of said partnership. Before me:



Evelyn B. Behn  
Notary Public for Oregon

My Commission expires 11-16-84

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record . . . 11:05  
this 28 day of Sept A.D. 1982 at . . . o'clock A.M. and  
duly recorded in Vol. M 82, of deeds on page 12854

No Fee

By Joyce McQuinn  
EVELYN BEHN, County Clerk

Commissioners Journal