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VOL 1768 PAGE 1768 ORIGINAL
File 11381

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That the State of Oregon, by and through its State Highway Commission, Grantor, for the consideration of the sum of Three Thousand and No/100 Dollars (\$3,000.00), to it paid, has bargained and sold and by these presents does grant, bargain, sell and convey unto Remo Melchiori and Ida Melchiori, husband and wife, Grantees, the following described premises, to wit:

A parcel of land lying in ENTERPRISE TRACT 22B, Klamath Falls, Klamath County, Oregon and being a portion of that property designated as Parcel 3 and described in that certain deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 286, Page 399 of Klamath County Record of Deeds; the said parcel being that portion of designated Parcel 3 of said property lying Northeasterly of a line which is parallel to and 200 feet Northeasterly of the center line of the relocated Klamath Falls - Malin Highway, which center line is described in said State of Oregon deed.

The parcel of land to which this description applies contains 2.3 acres, more or less, outside of the existing right of way.

Provided, however, there is reserved to the Grantor, and waived by the Grantees, all right of access between the above described real property and the right of way of the Klamath Falls - Malin Highway abutting on said parcel, which public highway is further identified as State Highway No. 50. This reservation shall run with the land and shall not be subject to modification, cancellation or destruction by adverse user or estoppel, no matter how long continued. Nothing in this conveyance contained shall be construed as conveying any estate, right, title or interest in and to the public highway right of way or any rights of reversion therein or thereto.

This conveyance is made upon the express condition that the above-described land shall never be used for the placing or maintenance of any advertising sign, display or device, except such sign, display or device used to advertise the activities conducted on said land, or the sale or lease of said land or any portion thereof, and upon the further express condition that said land shall never be used as a place for the storage, keeping, buying, selling, dismantling or other processing of any junk, scrap, junked motor vehicles or parts thereof, debris, trash, waste or other such materials, including any garbage dump or sanitary fill.

In the event of violation of the condition pertaining to advertising signs, displays or devices, the Grantor shall have the right, through its authorized officers, agents or employees, to enter upon said land and remove, destroy or obliterate any unauthorized sign, display or device, without liability for damage or injury thereto, and to recover the cost of such removal, destruction or obliteration from the owner of said land.

In the event of the violation of the condition pertaining to storage, keeping, buying, selling, dismantling or other processing of junk, scrap or other material mentioned above on said land Grantor shall have the right, through its authorized officers, agents or employees to enter upon said land and remove or destroy any unauthorized junk, scrap or other material mentioned above and recover the cost of such removal or destruction from the owner of said land, or Grantor may, at its election, notify the owner of said land to eliminate the cause of the violation and upon the failure to do so within 30 days from the receipt of said notice, Grantor may declare this deed to be forfeited and thereupon all right, title and interest herein granted shall revert to and vest in Grantor, without necessity of re-entry by Grantor.

The rights and remedies herein reserved or provided shall not be exclusive and shall not be in derogation of any other right or remedy which Grantor may have. The restrictions, rights, and conditions herein contained shall run with said land and shall forever bind the Grantees, their heirs and assigns.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns forever.

This conveyance is made, executed and delivered upon the grounds and for the reason that the real property hereinabove described is no longer needed, required or useful for

highway, park or scenic purposes.

IN WITNESS WHEREOF, the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, has caused the seal of said Commission to be affixed hereunto and these presents to be executed on this the 5th day of March, 1969.

ATTEST:

Floyd Quincy
Secretary

STATE OF OREGON, by and through its
State Highway Commission

By Glenn L. Jackson
Chairman

APPROVED:

Paul C. Shaw
Assistant State Highway Engineer

By _____
Commissioner

APPROVED AS TO FORM:

W. E. Keld
Chief Counsel

By Thaddeus B. Bruno
Commissioner

J. H. Smith
Staff Attorney

STATE OF OREGON)
County of Marion) ss

On this 5th day of March, 1969, before me appeared Glenn L. Jackson, Fred W. Hill and Thaddeus B. Bruno, to me personally known, who, each being duly sworn, did say that he, the said Glenn L. Jackson is Chairman of the State Highway Commission of the State of Oregon, and that he, the said Fred W. Hill and he, the said Thaddeus B. Bruno is State Highway Commissioner of the State of Oregon; that the seal affixed to said instrument is the seal of the State Highway Commission, and that the said instrument is signed and sealed in behalf of said State by said Commission, and that the said Chairman and the said Commissioners acknowledge said instrument to be the free act and deed of said State, by said State Highway Commission.

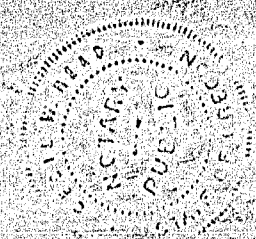
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

David H. Head
Notary Public for Oregon

My Commission expires: Nov. 5, 1970

ba/ll

STATE OF OREGON,
County of Klamath
Filed for record at request of
Transamerica Title Ins. Co.
on this 11th day of March A.D. 1969
at 12:25 o'clock P. M. and duly
recorded in Vol. M-69 of Deeds
Page 1768
By Wm. J. MILNE County Clerk
By James Jones Deputy
Fee \$3.00



21