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## HABITAT AND RARE ORN

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF ARIZONA, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantor", for the consideration of the sum of Two Hundred and No/100 Dollars (\$200.00) to it paid, has bargained and sold and by these presents does grant, bargain, sell and convey unto BILL ALLEN, hereinafter called "Grantee", the following described premises, to wit:

A Parcel of land lying in the SE1/4 of Section 24, Township 23 South, Range 9 East, M.H., Pinal County, Arizona, the said parcel being that portion of said SE1/4 lying northeasterly of a line which is parallel with and 100 feet southeasterly of the center line of the so-called the Dallas - California Highway, which center line is described as follows:

Beginning at Engineer's corner line Section 122900, said section being 1334 feet South and 1565 feet East of the Northwest corner of said Section 24; thence South 89° 40' West 400 feet to Engineer's corner line Section 122900.

The parcel of land to which this description applies contains 1.2 acres, more or less.

Provided, however, there is reserved to the Grantor, and MAYED by the Grantee, all right of access between the above described real property and the right of way of the so-called the Dallas - California Highway, abutting on said parcel, which public highway is further identified as State Highway No. 4. This reservation shall run with the land and shall not be subject to modification, cancellation or destruction by adverse use 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 easement thereon or therein.

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 and any portion thereof shall not be used for the storing, keeping, buying, selling, dismantling or other processing of any junk, scrap, broken metal articles 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 thereon, 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 open 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 rights, 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 covenants, rights, and conditions herein contained shall run with said land and shall forever bind the Grantee, his heirs and assigns.

TO HAVE AND TO ENJOY the said premises, with their appurtenances, unto the said Grantee, his 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



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State Highway, part of route purpose

IN WITNESS WHEREOF, the State of Oregon, by and through the State Highway Commission, has caused the seal of said Commission to be affixed hereto, and these presents to be executed on this 11th day of November, 1969.

ATTEST:

STATE OF OREGON, by and through the  
STATE HIGHWAY COMMISSION

SECRETARY

APPROVED:

Assistant State Highway Engineer

APPROVED AS TO FORM:

Chief Engineer

Bill Anthony

STATE OF OREGON

County of Marion

On this 11th day of November, 1969, before me appeared Daniel

Jackson, Fred M. Hill and Theodore R. Drumm, to me personally known, who, each being duly

sworn, depose that in the said County of Marion, Oregon, there is a certain highway

known as the State Highway, and that the said Daniel Jackson, Fred M. Hill and Theodore R. Drumm

are the owners and possessors of the said highway, and that the said Theodore R. Drumm is State Highway Commissioner of the State of Oregon, and that the

affidavit was made in the presence of the said Daniel Jackson, Fred M. Hill and Theodore R. Drumm, and that the

said affidavit is signed and sealed in behalf of said State by said Commissioner, and

that the said Daniel Jackson, Fred M. Hill and Theodore R. Drumm acknowledge and ratify the said

affidavit and deed of said State, by said State Highway Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this

day and year last above written.

Notary Public for Oregon

My Commission Expires

Notary

State of Oregon

County of Marion

Subscribed and sworn to before me on this 11th day of November, 1969.

Notary Public for Oregon

My Commission Expires

Notary

Notary

Notary