ORIGINAL

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3046

Highway Division
File F-46

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, hereinafter called "Grantor", for the consideration of the sum of Three Hundred Twenty-five and No/100 DOLLARS ($325.00) hereby conveys unto RAYMOND MARTIN ROBERTSON, hereinafter called "Grantee", the following described property; to wit:

RECEIVED JUL 24 1975

A parcel of land lying in the SW¼NE¼ of Section 13, Township 38 South, Range 11½ East, W.M., Klamath County, Oregon and being a portion of that property described in that deed to the State of Oregon, recorded in Book 93, Page 67 of Klamath County Record of Deeds; the said parcel being that portion of said property lying Northwesterly of a line parallel with and 50 feet Northwesterly of the center line of the Klamath Falls - Lakeview Highway, which center line is referred to in said State of Oregon deed.

The parcel of land to which this description applies contains 1.3 acres, more or less.

Provided, however, there is reserved to Grantor, and waived by Grantee, all access rights between the above described real property and the right of way of the Klamath Falls - Lakeview Highway abutting on said parcel, which public highway is further identified as State Highway No. 20, EXCEPT, however

There is hereby granted access rights to and from the Northeasterly side of said highway right of way opposite Highway Engineer's Station 210+11 in a width of 35 feet and unrestricted as to use.

If, after written notice to desist, Grantee, or any person holding under him shall use the above place of access in a width greater than above stated, or shall permit or suffer any person to do so, the right of access therefor shall automatically be suspended. Grantor shall thereupon have the right to close such place of access for all purposes. The suspension shall terminate when satisfactory assurance has been furnished Grantor that the place of access will be used only in a width not greater than above stated.

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 said 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 open 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, 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 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 right, title and interest herein granted shall revert to and vest in Grantor, without necessity of re-entry by Grantor.

Tax statements are to be sent to the following address:

Rt. 1, Box 770
Bonanza, Oregon 97623

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 Grantee, his heirs and assigns.

The real property hereinabove described is no longer needed or required by Grantor for state highway, scenic or park purposes.

Dated this 21 day of July, 1975.

STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division

APPROVED AS TO FORM:

Counsel

By F. B. Klaboe
F. B. Klaboe, Administrator and State Highway Engineer

STATE OF OREGON, County of Marion

July 21, 1975. Personally appeared F. B. Klaboe, who being sworn, stated that he is the Administrator and Highway Engineer for the State of Oregon, Department of Transportation, Highway Division, and that this instrument was voluntarily signed on behalf of the State of Oregon, by authority vested in him by the Oregon Transportation Commission. Before me:

E. Ruth Kellen
Notary Public for Oregon

My Commission expires Oct 8, 1977

baKa

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of STATE OF OREGON HIGHWAY DIVISION this 24th day of JULY A.D. 1975 at 2:30 o'clock P.M., and duly recorded in Vol. M 75, of DEEDS on Page 8409

FEE $ 8.00

Wm D. MILNE, County Clerk

By Hazel Drazo