

12-5-75

9147

Highway Division  
File 40731

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, Grantor, for the consideration of the sum of Twenty-five and No/100 DOLLARS (\$25.00) hereby conveys unto DANIEL J. DUFF and DORIS V. DUFF, husband and wife, Grantees, the following described property, to wit:

A parcel of land lying in Lot 8, Block 7, RIVERVIEW, Klamath County, Oregon and being that property designated as Parcel 2 and described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book M-67, Page 3669 of Klamath County Record of Deeds, containing 0.01 acre, more or less.

It is understood that this conveyance is made and delivered upon the following express conditions, reservations, and restrictions:

1. That there is reserved to Grantor, and waived by Grantees, all access rights between the above described real property and the right of way of the The Dalles - California Highway abutting on said parcel, which public highway is further identified as State Highway No. 4.

Grantees, their heirs and assigns, shall have access to the frontage road on the westerly side of said highway for any purpose upon obtaining a permit from Grantor under applicable statutes and regulations governing same.

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.

2. 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.

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 Grantees, their heirs and assigns.

Tax statements are to be sent to the following address:

P. O. Box 1593  
Klamath Falls, Oregon 97601

Page 2 - B&S Deed  
12-5-75

3. That this a covenant running with the land, the Grantees, their heirs and assigns, shall not now or hereafter locate any person in or upon said land or for damage caused directly or indirectly by the use of vehicles using the highway, reference in this covenant to the highway land refers to the highway and will exist with future

Grantees for themselves or through them, hereby

It is understood that have been considered in

The real property for state highway, scenic

Dated this 9 day

APPROVED AS TO FORM:

Counsel *Walt*

STATE OF OREGON, County of M  
January 7, 1976.

that he is the Administrator of Transportation, Highway Division, behalf of the State of Oregon, Commission. Before me:

The above Bargain and Sale Deed with the terms and conditions set

STATE OF OREGON; COUNTY OF K  
I hereby certify that the within instrument was recorded on  
JANUARY 1976 at 2:47  
of DEEMS on Page  
FEE \$ 6.00

3. That this conveyance is made upon the further condition, which shall constitute a covenant running with the land, that Grantor shall not at any time become liable to the Grantees, their heirs, assigns or successors in interest for damages to land herein described or any building, structures, improvements or property of any kind or character now or hereafter located upon said land or for any injuries to any owner, occupant or any person in or upon said land or for any interference with the use and enjoyment of said land or for damages which except for this covenant might constitute a nuisance caused directly or indirectly by noise or air pollutant emissions from transportation vehicles using the highway or transportation facility adjacent to said land. Any reference in this covenant to the highway or transportation facility adjacent to said land refers to the highway or transportation facility as it now exists and also as it will exist with future improvements.

Grantees for themselves and for those who may hold title to any of said land under or through them, hereby covenant not to sue Grantor for any of said injuries or damages.

It is understood that the conditions, covenants and reservations herein set out have been considered in determining the amount of consideration of this conveyance.

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

Dated this 9 day of Jan, 1976.

APPROVED AS TO FORM:

Counsel

Walt Barnes

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

By

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

STATE OF OREGON, County of Marion

Jan 9, 1976. 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. Russell Lellan  
Notary Public for Oregon

My Commission expires Feb 8, 1977

The above Bargain and Sale Deed is hereby accepted by Grantees in accordance with the terms and conditions set out therein.

Daniel J. Duff  
Daniel J. Duff

Doris V. Duff  
Doris V. Duff

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 13th day of JANUARY, 1976 at 2:47 o'clock P.M., and duly recorded in Vol. N 76, of BOOKS on Page 591.

FEE \$ 6.00

WM. D. MILNE, County Clerk

By W. D. Milne Deputy

I hereby certify that the within  
JANUARY A.D., 1976 at  
of BOOKS  
FEE \$ 6.00