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ORIGINAL

Highway Division  
File 40717

3-18-76

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 One Hundred Fifty and No/100 DOLLARS (\$150.00) hereby conveys unto ANNA-ROSE GASKILL, Grantee, the following described property, to wit:

A parcel of land lying in Lots 8 and 9, Block 1, RIVERVIEW SECOND ADDITION, 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 3254 of Klamath County Record of Deeds, containing 0.07 acre, more or less.

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.

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 Grantee, her 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.

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

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, her heirs and assigns.

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

Tax statements are to be sent to the following address:

1626 N. E. Gertz Road  
Portland, Oregon 97211

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

Dated this 2 day of June, 1976.

APPROVED AS TO FORM:

Counsel

Walt Baine

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

April 2, 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. Ruth Keller  
Notary Public for Oregon

My Commission expires Oct. 8, 1977

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

Anna-Rose Gaskill  
Anna-Rose Gaskill

ka/ba

STATE OF OREGON, COUNTY OF MARION, ss.  
I, Walt Baine, Clerk of said County, do hereby certify that the within and foregoing instrument was duly recorded in the DEEDS BOOK of said County, on the 14th day of APRIL, 1976, at 4:19 o'clock P.M., and the fee thereon paid was \$ 6.00.  
Walt Baine, County Clerk  
By Hazel Drazile