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Vol. 76 Page 6880
Highway Division
File 4394

4-27-76

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 Two Thousand Seven Hundred and No/100 DOLLARS (\$2,700.00) hereby conveys unto JAMES C. CRAWFORD and JUDITH D. CRAWFORD, husband and wife, Grantees, the following described property, to wit:

PARCEL 1

A parcel of land lying in the S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 36 South, Range 14 East, W.M., Klamath County, Oregon; the said parcel being that portion of said S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ lying Northeasterly of a line parallel with and 50 feet Northeasterly of the center line of the Klamath Falls - Lakeview Highway, which center line is described as follows:

Beginning at Engineer's center line Station 1940+00, said station being approximately 1100 feet North and 710 feet East of the Southwest corner of said Section 19; thence South 65° 10' East 1000 feet to Engineer's center line Station 1950+00.

The parcel of land to which this description applies contains 0.26 acre, more or less.

PARCEL 2

A parcel of land lying in the S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 36 South, Range 14 East, W.M., Klamath County, Oregon; the said parcel being that portion of said S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ lying Southwesterly of a line parallel with and 50 feet Southwesterly of the center line of the Klamath Falls - Lakeview Highway, which center line is described as follows:

Beginning at Engineer's center line Station 1940+00, said station being approximately 1100 feet North and 710 feet East of the Southwest corner of said Section 19; thence South 65° 10' East 1000 feet to Engineer's center line Station 1950+00.

The parcel of land to which this description applies contains 8.88 acres, 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, its successors and assigns, all minerals, as defined in ORS 273.775(1), and all geothermal resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be reasonably necessary for prospecting for, exploring for, mining, extracting, reinjecting, storing, drilling for and removing such minerals and geothermal resources; provided, however, that the rights hereby reserved to use the surface for any of the activities shall be subordinate to that use of the surface of the premises deeded herein, or any part thereof, being made by the owner thereof on the date the State of Oregon leases its reserved minerals or geothermal resources; in the event such use of the premises by a surface rights owner would be damaged by one of the activities described above, then such owner shall be entitled to compensation from the State's lessee to the extent of the diminution in value of the surface rights owner's interest.

2. 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 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 Southerly side of said highway right of way opposite Highway Engineer's Station 1945+34 in a width of 35 feet.

Tax statements are to be sent to the following address:

131 N.E. Cloverdale Dr.
Albany, Oregon 97321

6881

If, after written notice to desist, Grantees, or any person holding under them 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.

3. 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.

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

Dated this 4 day of May, 1976.

APPROVED AS TO FORM:

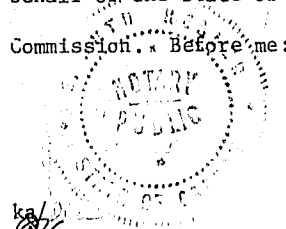
Walter J. Barrio
Asst. Attorney General and Counsel

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

May 4, 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. Reed Keller
Notary Public for Oregon

My Commission expires Oct 8, 1977

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 10th day of May A.D., 19 76 at 9:16 o'clock A.M., and duly recorded in Vol. M 76 of DEEDS on Page 6880.

FEE \$ 6.00

WM. D. MILNE, County Clerk

By Hazel Dragic Deputy