

11/14/77

Highway Division  
From File RW 1486  
To File 49590

## 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 and No/100 DOLLARS (\$100.00) and other land to be conveyed by Grantees, hereby conveys unto DONALD G. MATHIS and KLARA M. MATHIS, also known as Klara Mathis, husband and wife, Grantees, the following described property, to wit:

A parcel of land lying in the NW $\frac{1}{4}$  of Section 34, Township 40 South, Range 8 East, W.M., Klamath County, Oregon; the said parcel being described as follows:

Beginning on the Southwesterly line of Lot 75 of the Townsite of Warden at a point 80.5 feet Northwesterly (when measured along said Southwesterly line) from the center line of the The Dalles-California Highway; thence Southeasterly along said Southwesterly line to a line which is parallel with and 50 feet Northwesterly of said center line; thence Southwesterly parallel with and 50 feet Northwesterly of said center line to the South line of said NW $\frac{1}{4}$ ; thence West along said South line to the Northwesterly line of that property designated as Parcel 2 and described in that deed to Klamath County, recorded in Book 101, Page 470 of Klamath County Record of Deeds; thence Northeasterly along said Northwesterly line to the most Northerly corner of said property; thence Northeasterly in a straight line to the point of beginning.

EXCEPT therefrom the Northerly 30 feet of vacated McCullough Street.

The parcel of land to which this description applies contains 0.17 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, EXCEPT, however

There is hereby granted access rights to and from the Northwesterly side of said highway right of way opposite Highway Engineer's Stations 591+53 and 595+39 each in a width of 40 feet.

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.

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 on said land, or the lease of said land or any portion thereof. In the event of violation of this condition, 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.

Tax statements are to be sent to the following address:  
Ashland Star Route  
Klamath Falls, OR 97601

78 HAR 30 AM 11 38

cc  
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3. That no junk, scrap, junked motor vehicles or parts thereof, debris, trash, waste or other such materials shall be placed on said land for whatever purpose in any manner so as to be visible from a state highway, provided that such items as listed above can otherwise be placed on said land without violating any applicable law, ordinance or regulation. In the event of violation of this condition, 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.

4. That this property shall not be used for the operation of any garbage dump or sanitary land fill. If such use is made of the property, Grantor may, at its election, upon 30 days written notice to Grantees, 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.

5. 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 Grantees, their heirs, assigns or successors in interest for damages to land herein described or any buildings, structures, improvements or property of any kind or character now or hereafter located 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, restrictions, covenants and reservations herein set out have been considered in determining the amount of consideration of this conveyance.

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, successors, and assigns. Where any action is taken to enforce the above mentioned conditions, Grantor shall not be liable for any trespass or conversion as to any real or personal property.

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

Dated this 28 day of March, 1978

APPROVED AS TO FORM:

James L. Smith  
Asst. Attorney General and Counsel

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

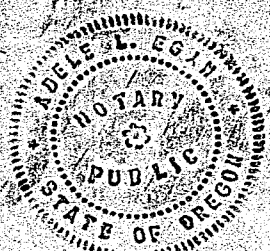
By J. B. Boyd  
J. B. Boyd, Right of Way Manager

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STATE OF OREGON, County of Marion

March 28, 1978. Personally appeared J. B. Boyd, who being sworn, stated that he is the Right of Way Manager for the State of Oregon, Department of Transportation, Highway Division, and this document was voluntarily signed on behalf of the State of Oregon, by authority delegated to him. Before me:



Adele L. Egan  
Notary Public for Oregon

My Commission expires Oct. 30, 1980

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

Donald H. Milne

Klaus H. Lathis

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of Oregon State Hwy. Div.

this 30th day of March A. D. 19 78 at 11:38 clock A.M., and  
duly recorded in Vol. M78, of Deeds on Page 6020

Wm D. MILNE, County Clerk

By Berneth H. Selach

Fee \$9.00

deft Return to  
Oregon State Highway Division  
c/o R/W Section  
119 Stamp Bldg  
Salem, OR 97310