

92441

11-10-80

Voi. ^m 80 1969 **21969**

Highway Division
File 23064
7B-31-8

ORIGINAL

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 Five Thousand Seven Hundred and No/100 DOLLARS (\$5,700.00) hereby conveys unto FOOTHILLS DEVELOPMENT COMPANY, an Oregon corporation, Grantee, the following described property, to wit:

Lots 1 through 5, Block 80, BUENA VISTA ADDITION TO KLAMATH FALLS,
Klamath County, Oregon, containing 0.87 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 unto the State of Oregon, 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 right hereby reserved to use the surface for any of the above activities shall be subordinate to that actual use of the surface of the premises deeded herein, or any part thereof, being made by the surface rights owner at the time that the State's lessee conducts any of the above activities. In the event such use of the premises by a surface rights owner would be damaged by one or more of the activities described above, then such owner shall be entitled to compensation from State's lessee to the extent of the diminution in value of the real property, based on the actual use by the surface rights owner at the time the State's lessee conducts any of the above activities.

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.

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, enter upon said land and restore it to the condition that existed prior to said use for garbage dump or sanitary land fill purposes and recover the cost thereof from the owner of said land.

5. That Grantee assumes the obligation for all costs and legal encumbrances if the property should later be declared an archeological site, subject to Federal and State Antiquity law. Cost of removal and re-internment of any human remains which may be found on the site shall also be an obligation of Grantee.

Tax statements are to be sent to the following address:

1111 Broadway
Vancouver, WA 98660

It is understood that the conditions, restrictions, 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 Grantee, its 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. Where legal proceedings are commenced by Grantor to enforce the foregoing restrictions or for the recovery of the aforementioned removal or destruction costs, the successful party shall be entitled to reasonable attorney fees and court cost.

This conveyance is made and executed in compliance with the terms set forth in that certain Land Sale Contract, executed by the parties herein, recorded November 16, 1979, in Volume M 79, Page 26949, Instrument No. 76952, Klamath County Deed Records.

Dated this 10 day of November, 1980.

APPROVED AS TO FORM:

James L. Accetta
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

STATE OF OREGON, County of Marion

Nov. 10, 1980. 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 that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

E. Ruth Keller
Notary Public for Oregon

My Commission expires Oct. 8, 1981

klm/aj
[Signature]

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of Klamath County Title co.

this 12th day of November A. D. 1980 at 3:34 o'clock P. M., and

fully recorded in Vol. M80, of Deeds on Page 21969

Wm D. MILNE, County Clerk

By *Bernice H. Hetch*

Fee \$7.00

After Recording Return to:
Klamath First Federal Savings and Loan Association
540 Main Street
Klamath Falls, Oregon 97601