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WHEN RECORDED, RETURN TO:

BOIVIN, MCCOBB & UERLINGS, P.C.
110 N. Sixth Street, Suite 209
Klamath Falls, OR 97601

Vol. M86 Page 11057

ATC 86079
STATUTORY WARRANTY DEED

WILLIAM L. HART and HATTIE M. HART, husband and wife, Grantors, conveys and warrants to SACRED HEART CHURCH, Grantee, the real property described as follows, free of encumbrances, except as specifically set forth herein:

A parcel of land lying in Lots, 14, 15, 16, Block 7, RIVERVIEW, Klamath County, Oregon and being that property designated as Parcel 2 in each of the deeds to the State of Oregon, by and through its State Highway Commission, recorded in Book M-67, Page 7699 and in Book M67, Page 6325 of Klamath County Record of Deeds, containing 0.14 acre, more or less.

Lot 17; Block 7, Riverview, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, LESS AND EXCEPTING that portion conveyed to State of Oregon, by and through its State Highway Commission, by Presbyterian Intercommunity Hospital, Inc., an Oregon Corporation, dated August 23, 1967, recorded August 31, 1967, in Microfilm records M-67 on page 6851, records of Klamath County, Oregon.

Subject to and excepting:

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 Dalles-California Highway abutting on said parcel, which public highway is further identified as State Highway No. 4. 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 thereon 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

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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, land and 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 the 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 as it now exists 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.

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 or 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 and restrictions, Grantor shall not be liable for any trespass or conversion as to any real or personal property.

6. The terms and provisions contained in Deed from Presbyterian Intercommunity Hospital, Inc., an Oregon Corporation, to State of Oregon, by and through its State Highway Commission, recorded August 31, 1967, in Microfilm records M-67 on page 6851, records of Klamath County, Oregon, and that Grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The actual consideration consists of or includes other property or value given or promised which is the whole consideration.

Until a change is requested, all tax statements are to be sent to the following address: Sacred Heart Church, 815 High Street, Klamath Falls, OR 97601.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DATED this 6th day of June, 1986.

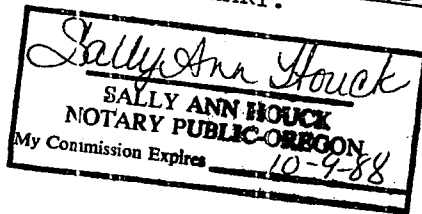
William L. Hart
WILLIAM L. HART

Hattie M. Hart
HATTIE M. HART

STATE OF OREGON
County of Klamath } ss.

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The foregoing instrument was acknowledged before me
this 6th day of June, 1986, by WILLIAM L. HART
and HATTIE M. HART.



Sally Ann Houck
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10-9-88

This instrument is being recorded as an
accommodation only, and has not been
examined as to validity, sufficiency or effect it
may have upon the herein described property.
This courtesy recording has been requested of
ASPEN TITLE & EICROW, INC.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of June A.D., 19 86 at 3:14 o'clock P M., and duly recorded in Vol. 24th day
of _____
Deeds on Page 11057 M86.
Evelyn Biehn, County Clerk
By Pam Smith

FEE \$22.00