

03-09-94A10:15 RCVD

ODOT  
File 11386  
6B-10-6

## DEED

The STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for the true and actual consideration of \$62,500.00 does convey unto ALADDIN'S VALLEY RENTAL SERVICE INC., Grantee, the following described property:

A parcel of land lying in Block C, HOMECREST and in Lot 8, Block 3, BRYANT TRACTS, Klamath, County, Oregon and being a portion of that property described in those deeds to the State of Oregon, by and through its State Highway Commission, recorded January 25, 1947 in Book 201, Page 333; recorded March 29, 1950 in Book 237, Page 579; recorded November 13, 1950 in Book 243, Page 322 and a portion of that property designated as Parcel 1 and described in that deed to the State of Oregon, by and through its State Highway Commission, recorded October 14, 1946 in Book 197, Page 89 all of Klamath County Record of Deeds; the said parcel being that portion of said property lying Southwesterly of a line parallel with and 100 feet Southwesterly of the center line of the relocated Klamath Falls-Malin Highway which center line is referred to herein in that deed to the State of Oregon, by and through its State Highway Commission, recorded June 10, 1955 in Book 275, Page 121 of Klamath County Record of Deeds.

EXCEPT therefrom that portion of said property lying Northerly of a line parallel with and 30 feet Southerly of the Northerly line of said Block C.

The parcel of land to which this description applies contains 1.51 acres, more or less.

This conveyance is made and delivered upon the following express conditions, reservations, and restrictions:

1. That there is reserved by Grantor, and waived by Grantee, all access rights between the above described real property and the relocated Klamath Falls-Malin Highway abutting on said parcel. 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 shall be construed as conveying any estate, right, title, or interest in and to said abutting 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 or sale 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

12-8-93

TAX STATEMENTS SHALL BE SENT TO:  
3580 Shasta Way  
Klamath Falls OR 97603

RETURN TO:  
PROPERTY MANAGEMENT  
412 Transportation Bldg.  
Salem, OR 97310

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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 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 Grantee, its successors and assigns in interest, for damages to the 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 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 itself and for those who may hold title to any of said land under or through it, covenants not to sue Grantor for any said injuries or damages.

It is understood that the conditions, reservations, restrictions, and covenants 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 conditions and restrictions 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 and restrictions, 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 conditions and restrictions or for the recovery of the aforementioned removal or destruction costs, the successful party shall be entitled to reasonable attorney fees and court costs.

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 9<sup>th</sup> day of December, 1993.

STATE OF OREGON, by and through its  
DEPARTMENT OF TRANSPORTATION

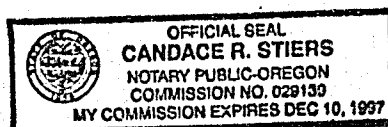
By Lou Schwab  
Lou Schwab, Acting Right of Way Manager

STATE OF OREGON, County of Marion

12-9, 1993. Personally appeared Lou Schwab, who being sworn, stated that he is the Acting Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

Candace R. Stiers  
Notary Public for Oregon  
My Commission expires \_\_\_\_\_

12-8-93  
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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of State of Oregon the 9th day  
of March A.D., 19 94 at 10:15 o'clock A M., and duly recorded in Vol. M94  
of Deeds on Page 7233

FEE \$15.00

Evelyn Biehn County Clerk  
By Candace R. Stiers