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MTG - 58417

File 11334
Drawing 6B-10-6

DEED

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The STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for the true and actual consideration of \$5400.00 does convey unto THE PENINSULA GROUP, Grantee, the following described property:

A parcel of land lying in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township 38 South, Range 9 East, W.M., and being a portion of Byrd Avenue and Chelsea Street vacated by that City of Klamath Falls Ordinance No. 93-6, recorded March 17, 1993 in Book M-93, Page 5572 of Klamath County Record of Deeds; the said parcel being that portion of vacated Byrd Avenue and Chelsea Street inuring to said Block 3, CHELSEA ADDITION, Klamath County, Oregon, lying Northeasterly of the following described line:

Beginning at the intersection of the center line of vacated Chelsea Street and the Northeasterly line extended of that property designated as Parcel 2 and described in that Warranty Deed to the State of Oregon, by and through its State Highway Commission, recorded March 27, 1950 in Book 237, Page 545 of Klamath County Record of Deeds; thence Northwesterly in a straight line to the Southeasterly corner of that property designated as Parcel 1 and described in said State of Oregon deed.

ALSO that portion of said Block 3 lying Northeasterly of the above described line.

This parcel of land contains 251 square meters, more or less.

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

1. Subject to special assessments, existing restrictions, reservations and easements of record, if any.

TAX STATEMENTS SHALL BE SENT TO
7511 Terminal Street SW, Suite 201
Tumwater, WA 98501

AFTER RECORDING RETURN TO
OREGON DEPARTMENT OF TRANSPORTATION
PROPERTY MANAGEMENT RIGHT OF WAY SECTION
355 CAPITOL STREET NE, ROOM 411
SALEM, OR 97301-3871

State of Oregon, County of Klamath
Recorded 07/11/2003 11:04 A.M.
Vol M03 Pg 48273-75
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

2. That there is reserved by Grantor, and waived by Grantee, all access rights between the above described real property and the Dalles-California 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.

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 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.

4. 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.

5. 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.

6. 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 and grantee's heirs, 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 and grantee's heirs, successors and assigns covenant 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 and grantee's 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. 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.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 3rd day of June, 2003.

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION

By Deolinda G. Jones
Deolinda G. Jones, Right of Way Manager

STATE OF OREGON, County of Marion

Dated June 3, 2003. Personally appeared Deolinda G. Jones, who being sworn, stated that she is the 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 her. Before me:



Dale R. Shaper
Notary Public for Oregon
My Commission expires 11/01/2003