

WARRANTY DEED

222817

KNOW ALL MEN BY THESE PRESENTS, that B. & M. Farms, Inc., an Oregon corporation, Grantor, for and in consideration of the sum of Ten Thousand and No/100 Dollars (\$10,000.00) to it paid, receipt whereof hereby is acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto State of Oregon, by and through its State Highway Commission, Grantee, the following described premises, to wit:

A parcel of land lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ W $\frac{1}{2}$ of Section 13 and in the NW $\frac{1}{4}$ of Section 24, Township 5 North, Range 35 East, W. M., Umatilla County, Oregon; the said parcel being that portion of said subdivisions lying Easterly of the existing Oregon-Washington Highway and included in a strip of land 120 feet in width, 60 feet on each side of the center line of the Oregon-Washington Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 1355 plus 00, said Station being 514.79 feet South and 750.31 feet East of the West quarter corner of said Section 24; thence North 10° 29' 28" East, 7914.97 feet; thence on a spiral curve left (the long chord of which bears North 10° 16' 58" East) 250 feet; thence on an 11,459.16 foot radius curve left (the long chord of which bears North 7° 55' 28" East) 776.67 feet; thence on a spiral curve left (the long chord of which bears North 5° 33' 58" East) 250 feet to Station 1446 plus 91.64, said center line crossing the South line of said Section 24 and the North line of said Section 13 approximately at Stations 1360 plus 35 and 1443 plus 55, respectively.

ALSO that portion of the said E $\frac{1}{2}$ W $\frac{1}{2}$ of Section 13, lying Westerly of said strip of land, Easterly of the existing Oregon-Washington Highway and Northerly of a line at right angles to said center line at Station 1420 plus 00.

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 20.7 acres, more or less.

In addition to the consideration of Ten Thousand and No/100 Dollars (\$10,000.00) herein above acknowledged the Grantor, B. & M. Farms, Inc., an Oregon corporation, acknowledges receipt of the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) damages paid to it by the Grantee, State of Oregon, pursuant to its power of eminent domain, for severance damages to the remaining land and for damages necessitated by the relocation of cattle pens.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future, or potential common law or statutory abutter's easements of access between the right of way of the public way identified as the relocated Oregon-Washington Highway

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and all of the Grantor's remaining real property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, all of which parcels either adjoin the real property conveyed by this instrument, or are connected thereto by other parcels owned by Grantor.

Reserving, so long as any portions of the said remaining property on both sides of the said highway and served by such crossing are held by a single ownership, the right to establish, maintain and use a crossing of a width of 100 feet at Highway Engineer's Station 1398 plus 00 for farm purposes only. The construction of a frontage road or roads shall not defeat the right of crossing.

Reserving, for service of the said remaining property, right of access from Grantor's remaining property to said highway of a width of twenty-five (25) feet at each of the following places.

Hwy. Engr's Sta.	Side of Hwy.	Purpose
1365 plus 00	East and West	Unrestricted
1398 plus 00	East and West	Unrestricted
1411 plus 40	East and West	Unrestricted

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If, after written notice to desist, the Grantor or any person holding under it, shall use any of said rights of access, including crossings, for any purpose not stated for that particular place or shall use said access or crossings in a width greater than is above stated, or shall permit or suffer any person to do so, such right of access or crossing shall automatically be suspended. The Grantee shall thereupon have the right to close such place of access or crossings for all purposes. The suspension shall terminate when satisfactory assurance has been furnished the Grantee that the place of access or crossing will be used only for the purpose and width hereinabove stated. The Grantee's rights to close such place of access or crossing shall be continuing as to each succeeding use for a purpose not herein stated.

Grantee has the right to construct or otherwise provide at any future time a frontage road or roads within the boundaries of any present or hereafter acquired right of way; whereupon, all rights of access hereinabove reserved to and from the highway that are on or adjacent to any such frontage road or roads shall cease, but the Grantor, its successors and assigns, shall have access to the frontage road or roads for any purpose. Said frontage road or roads shall be connected to the main highway, or to other public ways, only at such places as the Grantee may select.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the Grantor, its successors and assigns.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

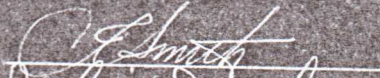
And the said Grantor does hereby covenant to and with the said State of Oregon, by and through its State Highway Commission,

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Grantee, its successors and assigns, that it is the owner in fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, B. & M. Farms, Inc., an Oregon corporation has caused its lawful corporate seal to be hereunto affixed and its name hereto subscribed by its duly authorized officers this 23 day of December, 1959.

Done in the presence of:




John H. Dunham

B. & M. FARMS, Inc., an Oregon corporation

By 

President

By 

Secretary

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