

BARGAIN AND SALE DEED

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KNOW ALL MEN BY THESE PRESENTS, that Northern Pacific Railway Company, a Wisconsin corporation, Grantor, for and in consideration of the sum of One Hundred and No/100 DOLLARS (\$100.00), to it paid, 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 SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27, Township 4 North, Range 27 East, W.M., Umatilla County, Oregon; the said parcel being a strip of land extending from the East line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ to the South line of that property described in that deed to the State of Oregon, recorded in Book 160, Page 629 of Umatilla County Records of Deeds; said strip of land being 60 feet in width, 30 feet on each side of the center line of a frontage road, which center line is described as follows:

Beginning at Engineer's center line Station "F" 800+80.59, said Station being South 13° 41' West, 418 feet from Station 799+80, on the center line of the relocated Old Oregon Trail Highway, said Station also being 153.14 feet South and 2079.59 feet West of the East quarter corner of said Section 27; thence North 73° 49' West, 486.73 feet; thence on a 477.46 foot radius curve right (the long chord of which bears North 52° 19' West) 358.34 feet; thence North 30° 49' West 76.57 feet; thence on a 477.46 foot radius curve left (the long chord of which bears North 53° 34' West) 379.17 feet to Station "F" 787+79.76, said center line crosses the East line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ approximately at Station "F" 794+95.

The strip of land herein described contains 0.7 acre, more or less, and is subject to an easement in the public for any public roads heretofore laid out or established and now existing over and across any part of the premises.

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 Old Oregon Trail Highway and its connecting interchange legs and all of the Grantor's remaining real property.

Grantee shall construct or otherwise provide a frontage road within the boundaries of any present or hereafter acquired right of way on the Southerly side of the highway, and 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.

It is understood and agreed that all mineral, coal, oil, ores, and gases below the surface of the land above described are hereby reserved unto the Grantor, its successors and assigns, excepting, however, that in the exploration, development, excavations, mining or removing of same, the surface of said land shall not be occupied or used, the exercise of said rights shall not injure or damage in any manner the highway or highways to be built thereon, increase the cost of maintenance thereof, or interfere with the primary use of said land and rights of way by the Grantee, and its assigns, for road, street, highway or other purposes, or franchises granted across, along or beneath the surface of said highways, nor shall the Grantor, its successors or assigns, do any exploration, development, excavation or mining beneath the surface of the land hereinabove described within a vertical depth of 500 feet until the Grantor, its successors or assigns, has such plan for exploration, development, excavation or mining approved by the Oregon State Highway Commission, its successors or assigns, as to whether such plan will be injurious to the primary use of the surface.

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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.

IN WITNESS WHEREOF, Northern Pacific Railway Company, a Wisconsin corporation has caused its lawful corporate seal to be hereunto affixed and its name hereto subscribed by its duly authorized officers this 11th day of August, 1961.

Northern Pacific Railway Company, a Wisconsin corporation

By E. B. Stanton
VICE President
By Richard A. Beulke
Assistant Secretary

STATE OF MINNESOTA }
County of Ramsey } ss

On this 11th day of August, 1961, before me, a Notary Public in and for said County and State, appeared E. B. STANTON and Richard A. Beulke, to me personally known, who, being duly sworn, did say that he, the said E. B. STANTON, is the VICE President, and he, the said Richard A. Beulke, is the Assistant Secretary, of Northern Pacific Railway Company, a Wisconsin corporation, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said E. B. STANTON and Richard A. Beulke

acknowledges the said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the day and year last above written.

[Signature]
Notary Public for Minnesota
My commission expires Nov. 17, 1964



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