

96-24016WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF REDMOND, a municipal corporation of the State of Oregon, hereinafter called the Grantor, for the consideration of the sum of \$94,438, to grantor paid by REDMOND BUSINESS PARK LIMITED PARTNERSHIP, an Oregon Limited Partnership, hereinafter called the Grantee, does hereby convey and warrant free and clear of encumbrances except as specifically set forth herein unto the said Grantee and Grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Deschutes and State of Oregon, described as follows, to-wit:

Lot Five (5), REDMOND BUSINESS PARK, Deschutes County, Oregon. **EXCEPTING THEREFROM** that portion conveyed to the City of Redmond by Dedication Deed recorded April 26, 1996, in Book 407, Page 1080, Deschutes County Records.

SUBJECT TO:

1. Covenants, Conditions and Restrictions, as contained in instrument recorded December 19, 1995, in Book 394, Page 0797, Deschutes County Records. As amended by instrument recorded December 19, 1995, in Book 394, Page 0797, Deschutes County Records. As amended by instrument recorded May 29, 1996, in Book 410, Page 2837, Deschutes County Records.
2. Requirements and restrictions contained in General Notes as shown on the official plat of said land.
3. The Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of way of flight for the passage of aircraft in the airspace above the surface of the real property described above together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Redmond Municipal Airport (Roberts Field).

The Grantee expressly agrees for itself, its successor and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land conveyed hereunder that would violate the standards established in Federal Aviation Regulations, Part 77, Objects Affecting Navigable Airspace, as amended.

In the event the aforementioned covenant is breached, the Grantor reserves the right to enter on the land conveyed hereunder and to remove, lower, mark or light the offending structure, tree or other object, all of which shall be at the expense of the Grantee.

The Grantee expressly agrees for itself, its successors and assigns to prevent any use of the above described real property which would interfere with landing or taking off of aircraft at the Redmond Municipal Airport (Roberts Field), or otherwise constitute an airport hazard. Such hazards include uses that create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or

ADDRESS FOR TAX STATEMENTS:
 REDMOND BUSINESS PARK LIMITED PARTNERSHIP
 PO Box G
 Redmond, OR 97756

AFTER RECORDING RETURN TO:

After recording, return to:
 AmeriTitle
 15 OREGON AVENUE, BEND

BRYANT, EMERSON, FITCH & McCORD
 ATTORNEYS AT LAW
 888 WEST EVERGREEN AVENUE
 P O BOX 457
 REDMOND, OREGON 97756-0103
 TELEPHONE (541)548-2151
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