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Highway Division

File 50041

P-4-2 (5)

ORIGINAL

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That GRIZZLY BEAR, INC., an Oregon corporation, Grantor, for the consideration of the sum of Fourteen Thousand Four Hundred and No/100 DOLLARS (\$14,400.00) received, does hereby convey unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, Grantee, the following described property, to wit:

PARCEL 1

A parcel of land lying in Tract 11, REED HIGHWAY ACCEAGE SECTION TWO, Deschutes County, Oregon; the said parcel being that portion of said Tract 11, included in a strip of land variable in width, lying on the Southeasterly side of the center line of the The Dalles - California Highway as said highway has been realigned, which center line is described as follows:

Beginning at Engineer's center line Station 135+00, said station being 700.00 feet South and .332.04 feet East of the North quarter corner of Section 8, Township 18 South, Range 12 East, W.M.; thence South 36° 26' 12" West 2700 feet to Engineer's center line Station 152+00.

The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width on Southeasterly Side of Center Line
135+00	135+20	125 in a straight line to 45
135+20	141+00	45

Bearings are based upon the Oregon Co-ordinate System, South Zone.

The parcel of land to which this description applies contains 0.14 acre, more or less, outside of the existing right of way.

RESERVING, HOWEVER, unto Grantor, any water rights appurtenant to the above described property.

Also for the above stated consideration, there is hereby conveyed to Grantee all existing, future or potential common law or statutory abutter's easements of access between the above described parcel and all of Grantor's remaining real property, subject however,

allowing for service of Grantor's remaining property, access rights to and from said remaining property to the abutting highway right of way at the following places and for the following width:

From	To	Width	Side of Hwy.	Purpose
137+15		35'	Southeasterly	unrestricted
139+70		35'	Southeasterly	unrestricted

If, after written notice to desist, Grantor, or any person holding under it, shall use either of the above places of access in a width greater than above stated, or shall permit or suffer any person to do so, the right of access thereto shall automatically be suspended and Grantee shall thereupon have the right to close said places of access. The suspension shall terminate when satisfactory assurance has been furnished Grantee that the places of access will be used in a width not greater than above stated.

Also for the consideration hereinabove stated, there is hereby granted to Grantee, its successors and assigns, a permanent easement to construct, maintain, repair and have free access to all slopes of cuts or fills occasioned by or resulting from the construction, operation or maintenance of a public street or highway and appurtenances, upon the following described property, to wit:

BEND TITLE COMPANY
1100 N.W. WALL, BEND, OR

Pgs

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PARCEL 2

A parcel of land lying in Tract 11, REED HIGHWAY ACREAGE SECTION TWO, Deschutes County, Oregon; the said parcel being that portion of said Tract 11 lying southeasterly of Parcel 1 and included in a strip of land variable in width, lying on the Southeasterly side of the center line of the relocated The Dalles - California Highway, which center line is described in Parcel 1.

The widths in feet of the strip of land above referred to are as follows:

Station to Station		Width on Southeasterly Side of Center Line
132-90	1384-50	55
133-00	1394-00	55 in a straight line to 50
133-10	141-100	50

The parcel of land to which this description applies contains 0.07 acre, more or less.

Nothing contained in the easement over and across Parcel 2 herein granted shall be construed to convey fee title to the land used for slope purposes, nor prevent Grantee from the full use and dominion thereover, provided, however, that such use shall not be permitted to damage or destroy the lateral support to said public street or highway. It is understood that Grantee shall never be required to remove the dirt or other material used for the construction of said slopes nor shall Grantee be liable to any damages to Grantor, its successors and assigns, by reason thereof or by reason of changes of grade of the street or highway abutting on said property.

Also for the consideration hereinabove stated, there is hereby granted to Grantee a permanent easement to construct, operate and maintain an irrigation facility upon the property over and across the following described property, to wit:

PARCEL 3

A parcel of land lying in Tract 11, REED HIGHWAY ACREAGE SECTION TWO, Deschutes County, Oregon; the said parcel being that portion of said Tract 11 lying southeasterly of a line at right angles to the center line of the relocated The Dalles - California Highway at Engineer's Station 132-35 and between lines parallel with and 45 feet Southeasterly and 50 feet southeasterly of said center line, which center line is described in Parcel 1.

The parcel of land to which this description applies contains 50 square feet, more or less.

Grantee by virtue of this easement shall have the right to go upon said Parcel 3 for the purpose of making those certain changes in the irrigation facility now constructed on said property or property adjoining thereto as may be necessitated by the construction of the Bend South City Limits-Murphy Road Section of the relocated The Dalles-California Highway, it being understood that the rights in said relocated irrigation facility shall be the same as previously existed in that portion of the irrigation facility which is being relocated.

It is also understood that said easement does not convey any right or interest
in the land above described as Parcel 3 except those expressly stated in this document.

All Grantor does hereby covenant to and with Grantee, its successors and as-
signs, that it is the owner in fee simple of the said property which is free from all
encumbrances and will warrant and defend the property herein conveyed and the said
said rights herein granted from all lawful claims whatsoever.

Done this 1st day of February, 1979.

GRIZZLY BEAR, INC., an Oregon
corporation

By John H. Mires
President

By Rosemary Patterson
Secretary

STATE OF OREGON, County of Deschutes,
1979, personally appeared Donn H. Mires

Donn H. Mires, who, being sworn, stated that they are the Pres-
ident and Secretary of grantor corporation and that this instrument was voluntarily
executed on behalf of the corporation by authority of its Board of Directors. Before

Rose C. Rose
Notary Public for Oregon

My Commission expires 3/30/82

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STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was recorded before me
the 12 day of July A.D. 1979
at 1:00 P.M. and recorded
in Book #2 on Page 419 Records
of Rosemary Patterson

ROSEMARY PATTERSON
County Clerk
By Rosemary Patterson Deputy