

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That we, J. R. Thompson, also known as James R. Thompson, and Mae Thompson, husband and wife, grantors, for the consideration of the sum of Fourteen Thousand and No/100 (\$14,000.00) Dollars to us paid, have bargained and sold and by these presents do bargain, sell and convey unto the State of Oregon, by and through its State Highway Commission, the following described premises, to-wit:

Parcel 1

A parcel of land lying in the East half of the Southwest quarter ($E\frac{1}{2}SW\frac{1}{4}$) and the Southwest quarter of the Southeast quarter ($SW\frac{1}{4}SE\frac{1}{4}$) of Section 22, Township 2 North, Range 33 East, W. M., Umatilla County, Oregon. The said parcel being that portion of said subdivisions included in a strip of land 300 feet in width, 150 feet on each side of the center line of the Old Oregon Trail Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 442/00, said Station being 1985 feet North and 789 feet East of the Southwest corner of said Section 22; thence South $48^{\circ} 27' 50''$ East 3,000 feet to Engineer's Station 472/00; said center line crosses the West line of said East half of the Southwest quarter ($E\frac{1}{2}SW\frac{1}{4}$) and the South line of said Southwest quarter of the Southeast quarter ($SW\frac{1}{4}SE\frac{1}{4}$) approximately at Stations 448/03 and 471/00 respectively.

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

The parcel of land to which this description applies contains 16.02 acres, of which 0.2 acre lies within the existing right of way, title to which hereby is acknowledged to be in the public, and 15.82 acres lie outside of the existing right of way.

Parcel 2

A parcel of land lying in the Southeast quarter of the Northeast quarter ($SE\frac{1}{4}NE\frac{1}{4}$) of Section 27, Township 2 North, Range 33 East, W. M., Umatilla County, Oregon. The said parcel being that portion of said Southeast quarter of the Northeast quarter ($SE\frac{1}{4}NE\frac{1}{4}$) included in a strip of land 250 feet in width, 100 feet on the Northerly side and 150 feet on the Southerly side of the center line of the Old Oregon Trail Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 471/71.78, said Station being 40 feet South and 415 feet East of the Northwest corner of the Northeast quarter ($NE\frac{1}{4}$) of said Section 27; thence South $48^{\circ} 27' 50''$ East 3328.22 feet to Engineer's Station 505/00, said center line crosses the North and East lines of said Southeast quarter of the Northeast quarter ($SE\frac{1}{4}NE\frac{1}{4}$) approximately at Stations 490/25 and 502/65 respectively.

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

The parcel of land to which this description applies contains 7.35 acres.

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 easements of access between the right of way of the public way identified as the relocated Old Oregon Trail Highway and all of the Grantors' 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 Grantors.

There shall be reserved unto the grantors, their heirs and assigns, for service of the said remaining land, the following:

The right to establish, maintain and use a crossing for farm purposes only, of a width not to exceed 75 feet, at Highway Engineer's center line Station 460/00 and at Highway Engineer's center line Station 497/00; provided, however, that upon the alienation of either of the portions of the property severed by the said relocated Old Oregon Trail Highway, resulting in the severed portions of said property being owned by different persons, these rights of crossing shall be forfeited and shall cease, and if the grantors, their heirs and assigns, shall commit, suffer or permit any use of the said crossings for any purpose other than as a passageway from one side of the said highway to the other for farm purposes, then and in that event the rights hereby reserved to the grantors will be automatically forfeited, and the grantee shall have the power to close the said crossings for all purposes.

The construction of a frontage road shall not defeat the rights of crossing herein reserved.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the grantors, their heirs and assigns.

The grantee, at its sole cost, has constructed fences on both sides of the right of way of said relocated Old Oregon Trail Highway where it abuts the grantors' property and will maintain said fences on both sides of said highway so long as the right of way is used as a State highway under the jurisdiction of the State Highway Commission or its successors in interest.

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

And we the said grantors do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that we are the owners in fee simple of said premises; that they are free from all encumbrances and that we will warrant and defend the same from

all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

2nd day of March, 1955.

Done in presence of:

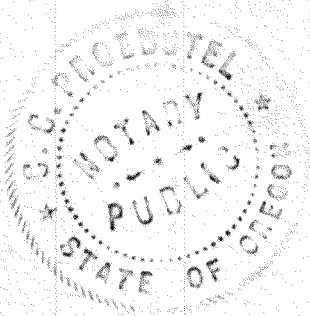
J. R. Thompson (SEAL)

Mae Thompson (SEAL)

STATE OF OREGON)
County of Umatilla) ss.

On this 2nd day of March, 1955, personally came before me, a notary public in and for said county and state, the within named J. R. Thompson, also known as James R. Thompson, and Mae Thompson, husband and wife, to me personally known to be the identical persons described in, and who executed, the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.



B. B. Schubert
Notary Public for Oregon

My Commission expires: May 3 - 1957

Filed for record MAR 11 1955 at 9:00 A.M.
JACK FOLSOM, Recorder of Conveyances