

REEL 264 509

201614

ODOT  
File 52407  
9B-18-15

ORIGINAL

DEED

The STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for the true and actual consideration of \$1,575.00 does convey unto UMATILLA ELECTRIC COOPERATIVE ASSOCIATION, Grantee, the following described property:

A parcel of land lying in the NE $\frac{1}{4}$  of Section 25, Township 4 North, Range 27 East, W.M., Umatilla County, Oregon and being a portion of that property designated as Parcel 4, and acquired by the State of Oregon, by and through its Department of Transportation, in that Final Judgement dated February 4, 1986, entered as Circuit Court Case No. CU 85-29 Umatilla County, Oregon; the said parcel being that portion of said Parcel 4 lying Northerly of a line parallel with and 100 feet northerly of the center line of a County Road, which center line is described as the "DE" line in Parcel 2 of the above described Final Judgement.

The parcel of land to which this description applies contains 3.3 acres, more or less.

This conveyance is made and delivered upon the following express conditions, reservations, and restrictions:

1. Subject to special assessments, existing restrictions, reservations and easements, if any.
2. That there is reserved by Grantor, and waived by Grantee, all access rights between the above described real property and the McNary Highway abutting on said parcel. This reservation shall run with the land and shall not be subject to modification, cancellation, or destruction by adverse user or estoppel, no matter how long continued. Nothing in this conveyance shall be construed as conveying any estate, right, title, or interest in and to said abutting public highway right of way or any rights of reversion therein or thereto.
3. That the above described land shall never be used for the placing or maintenance of any advertising sign, display, or device, except such sign, display, or device used to advertise the activities on said land, or the lease or sale of said land or any portion thereof. In the event of violation of this condition, Grantor shall have the right, through its authorized officers, agents, or employees to enter upon said land and remove, destroy, or obliterate any unauthorized sign, display, or device, without liability for damage or injury thereto, and to recover the cost of such removal, destruction or obliteration from the owner of said land.
4. That no junk, scrap, junked motor vehicles, or parts thereof, debris, trash, waste, or other such materials shall be placed on said land for whatever purpose in any manner so as to be visible from a state highway, provided that such items as listed above can otherwise be placed on said land without violating any applicable law, ordinance, or regulation. In the event of violation of this condition, Grantor shall have the right, through its authorized officers, agents, or employees, to enter upon said land and remove or destroy any unauthorized junk, scrap, or other material mentioned above and recover the cost of such removal or destruction from the owner of said land.

12-8-94

TAX STATEMENTS SHALL BE SENT TO:  
PO Box 1148  
Hermiston OR 97838

RETURN TO:  
PROPERTY MANAGEMENT  
411 Transportation Bldg.  
Salem, OR 97310

5. That this property shall not be used for the operation of any garbage dump or sanitary land fill. If such use is made of the property, Grantor may, at its election, enter upon said land and restore it to the condition that existed prior to said use for garbage dump or sanitary land fill purposes and recover the cost thereof from the owner of said land.

6. That this conveyance is made upon the further condition, which shall constitute a covenant running with the land, that Grantor shall not at any time become liable to Grantee, its successors and assigns in interest, for damages to the land herein described or any buildings, structures, improvements, or property of any kind or character now or hereafter located upon said land or for any injuries to any owner, occupant, or any person in or upon said land or for any interference with the use and enjoyment of said land or for damages which except for this covenant might constitute a nuisance caused directly or indirectly by noise or air pollutant emissions from transportation vehicles using the highway or transportation facility adjacent to said land. Any reference in this covenant to the highway or transportation facility adjacent to said land refers to the highway or transportation facility as it now exists and also as it will exist with future improvements. Grantee, for itself and for those who may hold title to any of said land under or through it, covenants not to sue Grantor for any said injuries or damages.

It is understood that the conditions, reservations, restrictions, and covenants herein set out have been considered in determining the amount of consideration of this conveyance.

The rights and remedies herein reserved or provided shall not be exclusive and shall not be in derogation of any other right or remedy which Grantor may have. The conditions and restrictions herein contained shall run with said land and shall forever bind Grantee, its successors and assigns. Where any action is taken to enforce the above mentioned conditions and restrictions, Grantor shall not be liable for any trespass or conversion as to any real or personal property. Where legal proceedings are commenced by Grantor to enforce the foregoing conditions and restrictions or for the recovery of the aforementioned removal or destruction costs, the successful party shall be entitled to reasonable attorney fees and court costs.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 9<sup>th</sup> day of December, 19 94.

STATE OF OREGON, by and through its  
DEPARTMENT OF TRANSPORTATION

By Deolinda G. Jones  
Deolinda G. Jones, Acting Right of Way Manager

STATE OF OREGON, County of Marion

December 9, 1994. Personally appeared Deolinda G. Jones, who being sworn, stated that she is the Acting Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to her. Before me:

Gale Chipps  
Notary Public for Oregon  
My Commission expires 10-2-98



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STATE OF OREGON, COUNTY OF UNATILLA  
I Thomas L. Groat, County Clerk, certify this  
instrument was received and recorded on 12-12-94  
at 9:46 in the record of document code type  
DE-MISC  
Location R264-0508  
Document number 94-201614  
Fee 10.00

Thomas L. Groat  
Unatilla County Clerk

Received by S. Meadows Deputy