

Appendix I
Proof of Legal Parcels

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KNOW ALL MEN BY THESE PRESENTS, That Jefferson H. Mosier and Mary A. Mosier, Husband and wife of Mosier

of the County of Wasco in the State of Oregon in consideration

of the sum of One hundred dollars,

paid by the Oregon-Washington Railroad & Navigation Company, a corporation duly organized under the laws of the State of Oregon, having its principal office at the City of Portland in said State, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Oregon-Washington Railroad and Navigation Company,

its successors and assigns, the following described parcel of land, situate in Wasco County, in the State of Oregon to-wit:

A strip of land seventy feet width, being on the north feet in width on each side of and parallel with the center line of the main track of the Oregon-Washington Railroad & Navigation Company's railroad, as the same is staked out and located over and across the lands of the said Jefferson H. Mosier

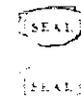
and Mary A. Mosier situate in Wasco County, State of Oregon and known and designated as follows:

Being a part of the J. H. Mosier Section Land Claim, in Section One (1) and Two (2) Township Two (2) North, Range Eleven (11) East, W.M. and particularly described as follows: Beginning at a point in the north line of grantee's right of way, said point being seventy (70) feet northwardly measured at right angles from the center line of the main track of grantee's railroad as the same is constructed and operated, and eighty-four (84) feet west of the line between said Sections One (1) and Two (2), measured at right angles; thence easterly parallel with and seventy (70) feet northwardly, measured at right angles, from said center line of said main track of grantee's railroad, five hundred feet more or less to a point in grantee's northwardly right of way line; thence westerly along said northwardly right of way line to the beginning, containing One hundred and eighty-six (186) thousandths of an acre

Together with all and singular the trees, wood and timber thereon and the stone, gravel and material therein, To have and to hold the said described premises unto the said Oregon-Washington Railroad & Navigation Company, its successors and assigns forever.

In Witness Whereof we have hereunto set our hands and seals this 13th day of September 1913

For each in presence of Jefferson H. Mosier and Mary A. Mosier



OREGON WASHINGTON RAILROAD

#2052

KNOW ALL MEN BY THESE PRESENTS, That Jefferson N. Mosier and Mary A. Mosier, his wife, Alice S. Faucette, a widow and Lydia S. Mosier, unmarried, of the County of Wasco, in the State of Oregon, in consideration of the sum of Four Hundred and Fifty (\$450⁰⁰) Dollars paid by The Oregon Railroad & Navigation Company, a corporation duly organized under the laws of the State of Oregon, having its principal office at the City of Portland in said State, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey, unto the said The Oregon Railroad & Navigation Company, its successors and assigns, an undivided three quarters interest in the following described parcels of land, situated in Wasco County, in the State of Oregon to-wit:

Being parts of Mosier Donation Land Claim situated in Sections One (1) and Two (2), Township Two (2) North, Range Eleven (11) East, W.N., and more particularly bounded and described as follows:

Beginning at a point on the East line of the Mosier Donation Land Claim, which point is 2363 feet west and 310 feet north from the quarter corner between Sections One (1) and Two (2) and 50 feet distant from and measured at right angles to the revised center line of the railroad; thence parallel with said revised center line and distant 50 feet therefrom and on a course bearing south 54 deg. 30 min. east a distance of 440 feet to a point in the original right of way of the railroad; thence north-westerly along said original right of way line a distance of 505 feet to a point on the east line of the Mosier Donation Land Claim; thence south along said center line a distance of 110 feet to the place of beginning, containing 0.5 acres.

Also, Beginning at a point on the northerly original right of way line of the railroad, which point is 1930 feet west and 118 feet north from the quarter corner between Sections One (1) and Two (2); thence south-easterly 50 feet distant from and parallel to the revised center line and on a curve having a radius of 1360 feet a distance of 535 feet to a point in the original right of way line; thence north-westerly along said original right of way line a distance of 540 feet to the place of beginning, containing 0.15 acres.

*See Form
Whitlock*

Also, Beginning at a point in the original right of way line of the railroad, which point is 2115 feet north and 352 feet west from the south-east corner of Section Two (2); thence on a course bearing south 71 deg. 0 min east a distance of 275 feet to a point on the west line of the Depot Grounds of the Railroad Company; thence southerly along said west line of the Depot Grounds a distance of 52 feet to a point in the original right of way line of the railroad; thence north-westerly along said original right of way line a distance of 270 feet to the place of beginning, containing 0.15 acres.

Also, Beginning at a point 1990 feet north and 47 feet east from the south-west corner of Section One (1), which point is located in the northerly line of the Depot Ground of the Railroad Company; thence easterly parallel with and 50 feet distant from the revised center line of the railroad and on a curve having a radius of 1096 feet a distance of 360 feet to a point in the original northerly boundary line of the depot grounds; thence westerly along said boundary line a distance of 362 feet to the place of beginning, containing 0.12 acres.

Also, The right to borrow earth and material from the following described tracts of land:

Being that tract bounded on the north and east by the right of way hereby conveyed and by the original right of way line of the railroad; on the west for a distance of 245 feet by the west line of the Mosier Donation Land Claim; thence on a course south 54 deg. 30 min. east a distance of 95 feet to a point; thence on a course bearing south 81 deg. 15 min. east a distance of 400 feet to a point in the original right of way line of the railroad, containing 1.53 acres.

Also, From that tract lying northerly from and within 100 feet of the revised center line of the railroad and between Station 1552 of said revised center line and a point in the original right of way, which point is 2123 feet west and 310 feet north from the quarter corner between Sections One (1) and Two (2), containing 0.6 acres.

Also, From that tract 250 feet in width, lying northerly from the right of way hereby conveyed and between Stations 1567 and 1572 of the revised center line, containing 2.7 acres.

Said right of way hereby conveyed is indicated in red, and the different tracts from which it is hereby granted to borrow material and maintain slopes are indicated in green upon the blue print heretofore attached, which blue print is hereby made a part of this instrument.

This conveyance is made for the purpose of change of alignment of the main line of the said Railroad Company.

Together with all and singular the trees, wood and timber thereon and the stone, gravel and material therein.

To have and to hold the said described premises unto the said The Oregon Railroad & Navigation Company, its successors and assigns forever for the purpose of building and maintaining a railroad thereon and to use the same for all legitimate railroad purposes.

And the grantors hereby covenant to and with the grantee, its successors and assigns that the above premises conveyed are free from all encumbrance; that they Jefferson M. Mosier and Mary A. Mosier, his wife, to the extent of \$150.00, and Alice S. Faucette to the extent of \$150.00, and Lydia S. Mosier to the extent of \$150.00, will and their heirs, executors and administrators shall forever defend the title thereto from all claims and demands from all persons whomsoever.

In Witness Whereof, we have hereunto set our hands and seals this 16 day of August 1900.

Executed in presence of
W. S. Van Valkenburgh
J. S. ...

To the attention of *Mary A. Mosier*
J. S. ...

SEAL OF
County of Walla Walla

Jefferson M. Mosier
Alice S. Faucette
Lydia S. Mosier
Mary A. Mosier.



W. S. Van Valkenburgh
do hereby certify that at this

Notary Public
this 17 day of August 1900,
Jefferson M. Mosier
and Lydia S. Mosier

Alice S. Faucette a widow
appeared before me
to me known to be the individual
described in and who executed the within instrument, and acknowledged
that they signed, sealed and executed the same as their
free and voluntary act and deed, for the uses and purposes therein
intended.

Given under my hand and official seal this 17 day of August

W. S. Van Valkenburgh
Notary Public Residing at Trall, Walla

OREGON WASHINGTON RAILROAD & NAVIGATION CO.

5011
H. H. H.

KNOW ALL MEN BY THESE PRESENTS, That THE DALLES, PORTLAND AND ASTORIA NAVIGATION COMPANY, a corporation under the laws of the State of Oregon, in consideration of One Hundred Dollars (\$100.00) to it paid by OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, a corporation under the laws of the State of Oregon, has bargained and sold, and by these presents does grant, bargain, sell and convey unto said OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, its successors and assigns, all the following bounded and described real property, situated in the County of Wasco and State of Oregon:

RECORDED
AUG 24 1912

gss

H. H. H.

A portion of the Jonah A. Mosier Donation Land Claim in Section two (2), Township two (2) North, Range eleven (11) East, Willamette Meridian, containing twenty-hundredths (0.20) of an acre, bounded and described as follows:

Beginning at the southeast corner of that certain tract of land conveyed by J. H. Mosier and M. A. Mosier, his wife, to The Dalles, Portland and Astoria Navigation Company, a corporation, by a certain deed of conveyance dated July 13, 1903, and recorded in Book 36, on Page 608, of the records of deeds of said County of Wasco: thence North 39° 34' West, on the northeasterly limit of said tract, 25 feet, more or less, to a point in the same which is 65 feet northeasterly, measured at right angles, from the center line of the main track of the railroad of the Oregon-Washington Railroad & Navigation Company, as the same is now located and operated across said Donation Land Claim; thence northwesterly, parallel to and 65 feet distant northeasterly, at right angles, from said center line, 720.0 feet, more or less, to an intersection with the northeasterly limit of the right of way of said Oregon-Washington Railroad & Navigation Company and the dividing line between the lands of the parties hereto; thence on said right of way limit, South 47° 00' East, 90 feet, more or less, to an intersection with the line which is described in said deed of conveyance as "running South 59° 05' East 162.3 feet"; thence following the southwesterly limit of said tract of land as follows: South 59° 05' East 120.0 feet to a point; thence South 65° 59' East 369.7 feet to a point; thence South 73° 22' East 161.9 feet to the point of beginning, and being all that part of said tract of land conveyed by J. H. Mosier and M. A. Mosier, his wife, to The Dalles, Portland and Astoria Navigation Company that lies South and West of a line which is parallel to and 65 feet northeasterly, measured at right angles, from said center line of the main track of said railroad.

Right of Way Agent

The course of the center line of the main track of the railroad of Oregon-Washington Railroad & Navigation Company across that portion of said Donation Land Claim in which the premises hereby conveyed are situated is particularly described as follows:

Beginning at a point in the south line of said Donation Land Claim which is also the north line of lot five (5) of said Section two (2), 906.6 feet East of a corner of said Donation Land Claim, said corner being 10 chains South of the Northwest corner of said Claim No. 37; thence northwesterly on a 3° curve to the right, the tangent to which curve at the point of beginning makes an angle of 19° 13' with the said south line, a distance of 472.6 feet to a point; thence on a tangent 590 feet, more or less, to a point in the West line of said Donation Land Claim.

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining, and also

all its right, title and interest, at law and in equity, therein and
thereto.

TO HAVE AND TO HOLD, the above described and granted premises
unto the said OREGON-WASHINGTON MARINE & NAVIGATION COMPANY, its
successors and assigns, forever.

IN WITNESS WHEREOF, THE DALES, PORTLAND AND ASTORIA NAVIGATION
COMPANY, pursuant to a resolution of its Board of Directors, duly and
legally adopted, has caused these presents to be executed by its President
and Secretary and its corporate seal to be hereunto affixed this 7th
day of June, 1914.

THE DALES, PORTLAND AND ASTORIA NAVIGATION COMPANY.

Signed, Sealed and Delivered
in Presence of Us as
Witnesses:

By L. C. [Signature]
President.

Attest: [Signature]
Secretary.

[Signature]
[Signature]

[Signature]

STATE OF OREGON,

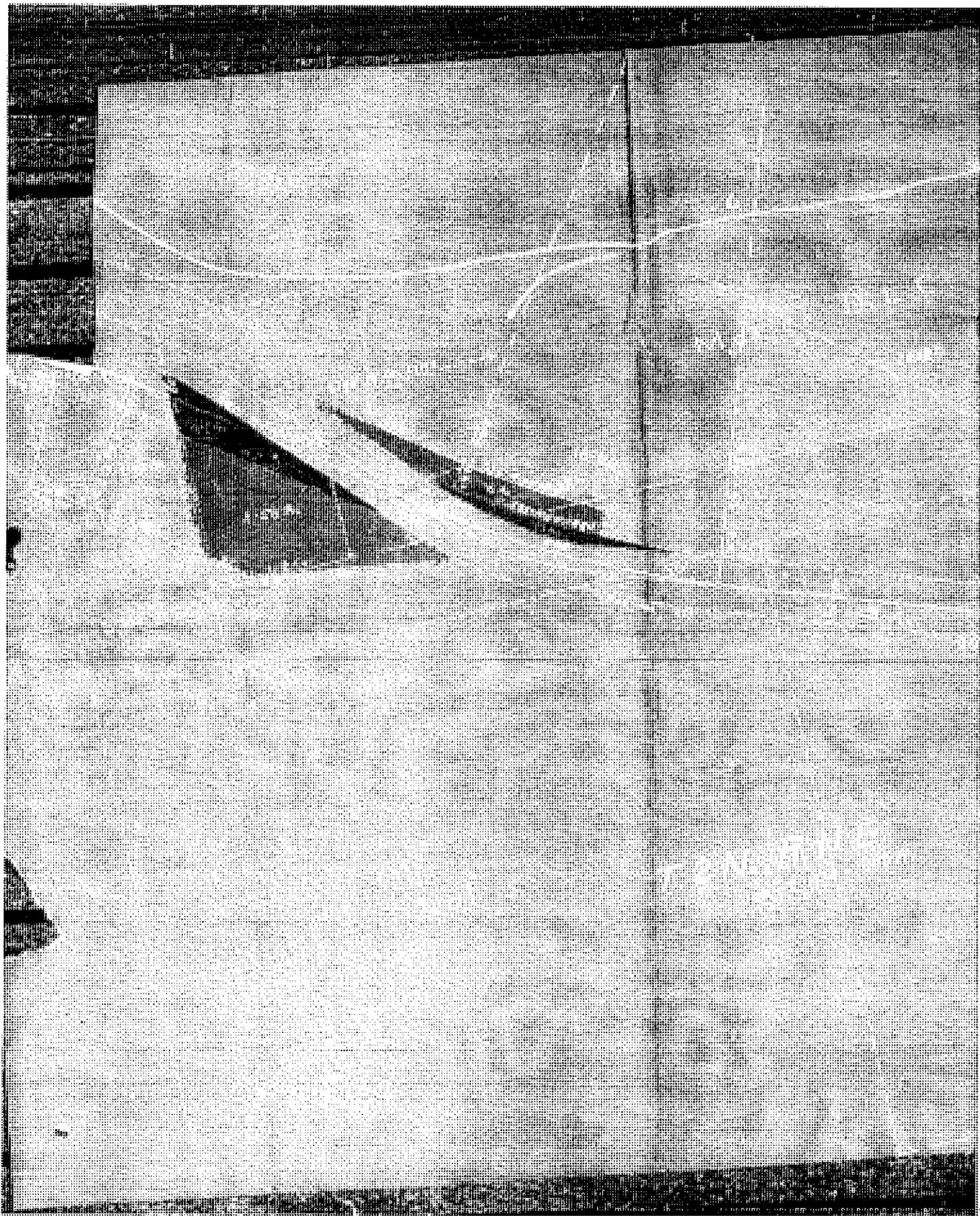
County of Multnomah.

) ss.

On this 5th day of June, 1914, before me appeared L. C. Gilman and W. F. Turner, who, being duly sworn, did say that he, the said L. C. Gilman, is the President, and he, the said W. F. Turner, is the Secretary of THE DALLES PORTLAND AND ASTORIA NAVIGATION COMPANY, the corporation that executed the within instrument, 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 L. C. Gilman and W. F. Turner acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

[Signature]
Notary Public for Oregon.





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MOSIER



**Deeds of Records for Existing UPRR ROW –
Township 2N Range 11E Section 3**

STATE OF OREGON,

County of *Wasco*

THIS CERTIFIES, that on this *19th* day of *May* *1888*,
a Notary Public in and for the State of Oregon, in and to the County of *Wasco*,
did see *Joseph W. Mosier and Martha J. Mosier*
known to me to be the persons whose names are subscribed to the foregoing
they each and separately executed the same, in the presence of me and the said *Martha*
J. Mosier — copies were given to *Joseph W. Mosier*
and the said *Martha J. Mosier*, separately and to each of them, and by them, that the same were
signed freely and voluntarily and without fear or coercion, and in full view of me.

In Testimony Whereof, I hereunto set my hand and official seal on this

19th day of *May*

A. D. 1888

Wm. C. May

Notary Public for the State of Oregon

RECORDED
NOTARY PUBLIC
NOTARY PUBLIC

Right of Way Deed.

PAGE

J. W. Mosier and
Wife

Oregon Railway and Navigation Company.

P 11 B3 (13)

1888

Wm. C. May
Notary Public

Witness my hand and seal this 19th day of May 1888

Wm. C. May
Notary Public

**Deeds of Records for Existing UPRR ROW –
Township 3N Range 12E Section 31**

KNOW ALL MEN BY THESE PRESENTS, That Louisa E. Swasey, widow, of the County of Wasco, in the State of Oregon, in consideration of the sum of

Fifty and 20/100

Dollars,

paid by The Oregon Railroad & Navigation Company, a corporation duly organized under the laws of the State of Oregon, having its principal office at the City of Portland in said State, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said The Oregon Railroad & Navigation Company, its successors and assigns, the following described tracts or parcels of land situate in Wasco County in the State of Oregon, to-wit:

Two tracts or parcels of land lying southerly from and contiguous to the southerly boundary line of the right of way of The Oregon Railroad & Navigation Company's railroad, as the same is constructed and operated over and across the lands of the said Louisa E. Swasey, located in Government Lot two (2), of Section thirty one (31), Township Three (3) North, Range twelve (12) East, W.M., being more particularly bounded and described as follows:

First Beginning at a point on the southerly right of way line of the railroad, which point is 80 feet west and 508 feet north from the north-east corner of the Richard Marshal D.L.C., said point being also the intersection of said southerly right of way boundary line with the west line of said Lot 2; thence north-easterly on a curve to the right having a radius of 1382.7 feet, the tangent to which curve at this point bears north 55 deg. 30 min. east a distance of 822.5 feet to a point on the southerly right of way line of the railroad; thence south-westerly along said southerly right of way line a distance of 831 feet to the place of beginning, containing .02 acres, more or less.

Second Beginning at a point which is 780 feet east and 602 feet north of the north-east corner of said Richard Marshal D.L.C., which point is 150 feet southerly from and measured at right angles to the southerly boundary line of the right of way of the railroad; thence on a course bearing north 89 deg. 35 min east parallel with said southerly right of way line a distance of 300 feet to a point; thence at right angles toward the north a distance of 150 feet to a point on said southerly right of way line; thence westerly along said right of way line a distance of 300 feet to a point; thence at right angles southerly a distance of 150 feet to the place of beginning, containing 1.03 acres, more or less.

Approved: *[Signature]*
S. P. G. W. M. M.
Notary Public

RECORDED
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The two tracts herein conveyed are indicated colored in red on blue print map hereto attached, which map is hereby made a part of this instrument.

Together with all and singular the trees, wood and timber thereon and the stone, gravel and material therein.

To have and to hold the said described premises unto the said The Oregon Railroad & Navigation Company, its successors and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of May, 1902.

Executed in presence of Louisa E. Swasey (Seal)
J. E. Anderson
J. B. Eddy

STATE OF OREGON)
County of Wasco) SS.

I J. B. Eddy a Notary Public
do hereby certify that on this 29th day of May, 1902,
personally appeared before me Louisa E. Swasey, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that she signed, sealed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of May
A.D. 1902.

J. B. Eddy
Notary Public for Oregon.

Know all Men by these Presents, That Mr. Jonah H.

Mosier Martha J. Mosier

of the County of Wasco in the State of Oregon in consideration of the sum of _____

One Hundred Dollars,

to us in hand paid by the Oregon Railway and Navigation Company, a corporation duly incorporated and organized under the laws of the State of Oregon, having its principal office at the City of Portland in said State, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey, unto the said Oregon Railway and Navigation Company, its successors and assigns, the following described parcel of land situate in Wasco County, in the State of Oregon, to wit:

A strip of land 100 feet in width, being 50 feet in width on each side of and parallel with the center line of the main track of the Oregon Railway and Navigation Company's Railroad, as the same is staked out and located over and across the lands of the said Jonah H. Mosier and
Martha J. Mosier situate in Wasco County, and known and designated as follows:

Being the original donation land claim of Richard Marshall and wife being cl. No 37 in Township 3 North R 12 E. Claim 39 in T. 2 N. 12 East, Claim 38 in T. 2 N. 11 East and Claim 35 in 3 N. 11 E. also the original donation land claim of Jonah Mosier and wife being claim number 37 in Township 2 N. R. 11 East - also to the extent of present or future interest in lots 2, 3 & 4 section 31 in Township 3 N. R. 12 East also Lots 1 & 2 in Sec. 17. 2 N. Range 11 East of Willamette Meridian

To have and to hold the said described and herein conveyed premises unto the said Oregon Railway and Navigation Company its successors and assigns forever, for the purpose of building and maintaining a Railroad thereon, and to use the same for all legitimate Railroad purposes.

In Witness Whereof, we have hereunto set our hands and seals this 19th day of May 1885

Executed in the presence of

James Howard
Ohio Matt

Jonah H. Mosier [L. s.]
Martha J. Mosier [L. s.]

STATE OF OREGON,
County of Wasco

THIS CERTIFIES, That on this 19th day of May A. D. 1888, before me,
a Notary Public in and for said County and State, personally appeared the within
named Jonah H Mosier and Martha J Mosier
known to me to be the persons described in and who executed the within instrument and acknowledged to me that
they freely and voluntarily executed the same for the purposes therein set forth, and the said Martha
J Mosier wife of said Jonah H Mosier on an
examination, made by me, separately and apart from her said husband, acknowledged to me that she executed the
same freely and voluntarily and without fear or compulsion from any one.

In Testimony Whereof, I have hereunto set my hand and official seal this 19th day
of May A. D. 1888

Shirley M. Mosier
Notary Public for the State of Oregon

AUDITORS
28644
DEED B-21

Right of Way Deed.

R. O. W. RECORDS

PAGE

J H Mosier and
Wife

Oregon Railway and Navigation Company.

744 B3(13)

W. L. C. 1408

Filed for Record on
May 24th 1880
P. B. Gibbons
County Clerk

C. E. NO. 2915
Dec 31, 1885
Dec 31, 1886
Dec 31, 1887
Dec 31, 1888
Dec 31, 1889
Dec 31, 1890

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STATE OF OREGON,
County of Wasco, } ss.

I certify that the within was re-
ceived and duly recorded by me in

Wasco County Records, Book of
Deeds, Vol. 8, Page 246

on the 24th day of May

A. D. 1880

P. B. Gibbons
County Clerk.



OREGON WASHINGTON RAILROAD & NAVIGATION CO.

FILED WITH
OWR&N L.P. Deed
AUDIT No. 809E

KNOW ALL MEN BY THESE PRESENTS LEE JOYNES AND

DENCIE

DENICE JOYNES, husband and wife

of Wasco County State of Oregon (herein called "Vendor"), in consideration of the sum of Five ----- Dollars (\$ 5.00) to them paid by OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, an Oregon corporation (herein called "Vendee"), the receipt whereof is hereby acknowledged, has given and granted and does hereby give and grant unto said Vendee, its successors and assigns, the sole, exclusive and irrevocable right and option until and including the *29th* day of *January* 195*8*, to purchase at and for the consideration of One thousand----- Dollars (\$ 1,000.00), that certain real property in the County of Wasco State of Oregon, described as follows:

See description dated July 5, 1957, revised July 26, 1957, which is attached hereto and made a part hereof.

It is agreed that if this option is exercised by the Vendee, the Vendee will:

- 1) Make provision for private crossing in vicinity MP 71.1 in Lot 3, Section 31, T3N, R12E WM.
- 2) Install culvert in new grade similar to 42" corrugated metal culvert pipe at MP 70.95.

- 3) Install 12 inch water pipe in new grade.
- 4) Grant permission to cross the Vendee's right of way with conduit or wires to reach property north of the track, at one location.
- 5) Fence the new south right of way line.
- 6) Convey to Vendor any excess portions of present right of way that Vendee may decide is not necessary to its operations. Conveyance of this excess right of way to Vendor will be in payment for an equal area of the property described in description attached to this option, which is to be conveyed to Vendee by Vendor.

It is agreed that if the Vendee exercises this option:

The lessee Carroll E. Phelps & Harry J. Phelps acknowledges the taking of the above described property and hereby releases the Vendee from all claims for damage and compensation.

Carroll E. Phelps
Harry J. Phelps

In event this option is exercised by the Vendee, the Vendor shall and will:

(a) Promptly furnish to the Vendee title insurance policy prepared and issued by a reliable title insurance company satisfactory to the Vendee and authorized to do business in the State of showing perfect title to the above-described property in the Vendor, free and clear of all encumbrances whatsoever. The Vendee shall have a reasonable time to examine said certificate, and the Vendor shall, upon being notified thereof, correct any defect or defects therein within a reasonable time after such notice.

(b) Convey the above-described property to the Vendee, its successors and assigns, in fee simple, free and clear of and from all encumbrances of whatsoever kind or nature, and make said conveyance by general warranty deed with full covenants.

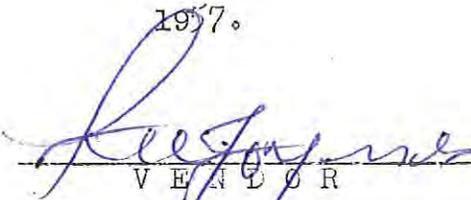
In the event the Vendee exercises this option, the Vendee shall:

(a) Notify the Vendor of its election so to do, by written notice signed by the Manager of Properties of the Vendee; and

(b) Pay to the Vendor the sum of Nine Hundred ninety-five Dollars (\$ 995.00), upon the delivery by the Vendor to the Vendee of certificate showing perfect title in the Vendor, free and clear of all encumbrances, and general warranty deed conveying such title from the Vendor to the Vendee.

The Vendee shall have the right to enter upon the above-described premises for the purpose of examining the same and making surveys thereon, and the exercise by the Vendee of said right shall not be deemed or considered as an exercise of the option hereby granted, unless the Vendee shall give written notice to the Vendor as hereinbefore provided.

IN WITNESS WHEREOF, the Vendor has executed these presents on the 29th day of July 1957.



V E N D O R
Dencie Soyner

Description of Property to be Acquired
From Lee Joynes for Additional Right of Way
at
Mosier, Wasco County, Oregon

Parcel No. 1

A piece or parcel of property situated in Wasco County, Oregon and being all that part of the Southeast Quarter and the Southwest Quarter of Section Thirty-one, in Township Three North, Range Twelve East of Willamette Meridian (SE 1/4 and SW 1/4 Sec. 31, T3N, R12 EWM) that lies within the following described boundary lines.

Beginning at a point on the southerly right of way line of the Oregon-Washington Railroad & Navigation Company's main line track as now constructed and operated by Union Pacific Railroad Company, lessee, said point being one thousand eight hundred ninety-six and twenty-four hundredths (1896.24') feet, plus or minus northerly of Section Corner between Section thirty-one and Section thirty-two, Township Three North, Range Twelve East of Willamette Meridian (between Sec. 31 and Sec. 32, T3N, R12 EWM) and said point being opposite Engineer's Station one thousand seven hundred and four plus eighty-two (1704.82); thence westerly along a curve to the left having a radius of one thousand forty-six and twenty-eight hundredths (1046.28') feet a distance of one hundred and three (103') feet to a point.

Thence southwesterly on a straight line tangent to the end of the last above described curve a distance of two hundred thirty-six (236') feet to a point.

Thence northwesterly along a curve to the right having a radius of six hundred seventy-three and sixty-eight hundredths (673.68') feet, a distance of one hundred and twenty-one (121')

feet to a point.

Thence continuing northwesterly on a straight line which forms an angle of three (3°) degrees from right to left from tangent to the last above described curve, a distance of eight hundred and sixty ($860'$) feet to a point which is the true point of beginning of this description.

Thence northerly on a straight line forming an angle of eighty-six degrees and fifty-one minutes ($86^{\circ}51'$) from left to right, a distance of seven hundred and five ($705'$) feet to a point which is a point on said Railroad right of way line.

Thence northwesterly along a curve to the left having a radius of five hundred twenty-three and sixty-eight hundredths ($523.68'$) feet a distance of one hundred and fifty-three ($153'$) feet plus or minus to a point.

Thence southerly at right angles to tangent of the last above described curve a distance of one hundred and fifty ($150'$) feet to a point.

Thence westerly at right angles to the last above described course, a distance of three hundred ($300'$) feet to a point.

Thence northerly at right angles to the last above described course, a distance of One Hundred and fifty ($150'$) feet to a point.

Thence westerly at right angles to the last above described course a distance of ninety-seven ($97'$) plus or minus to a point.

Thence southwesterly along a curve to the left having a radius of nine hundred eighteen and eightyone hundredths ($918.81'$) feet a distance of eight hundred ten and nine tenths ($810.9'$) feet to a point.

Thence continuing southwesterly on a straight line tangent

to the end of the last above described course, a distance of two hundred and fifty (250') feet to a point.

Thence easterly along a curve to the right having a radius of two thousand seven hundred sixty-four and ninety-three hundredths (2764.93') feet, a distance of twelve hundred and twenty-four (1224.0') feet to a point.

Thence southerly on a straight line which forms an angle of eightyone degrees and fifty-two (81°52') minutes from left to right from tangent to the last above described curve, a distance of four hundred and fifty (450') feet to a point.

Thence easterly on a straight line which forms an angle of eighty-six degrees and fifty-one (86°51') minutes from right to left, a distance of two hundred and seventy (270') feet to the point of beginning.

Parcel No. 2

A piece or parcel of property situated in Wasco County, Oregon and being all that part of the southwest quarter of Section thirty-one in Township Three North, Range Twelve East of Willamette Meridian (NW 1/4 Sec. 31, T3N, R12 EWN) that lies within the following described boundary lines.

Beginning at a point on the center line of the Oregon-Washington Railroad & Navigation Company's main line track as now constructed and operated by Union Pacific Railroad Company, to-wit, said point being seven hundred, seven and eight-tenths (707.8') feet northerly of Section corner between section thirty-one and section thirty-six, Township three north, range twelve east of Willamette Meridian (between Sec. 31 and Sec. 36, T3N, R12 EWN) and said point being generally known as Engineer's Station

one thousand six hundred thirty-eight plus forty-six and three tenths (1638.46.3); thence northeasterly on a straight line forming an angle of thirty-nine degrees and fifty-eight (39°58') minutes from left to right from the last above described course, a distance of four hundred twenty-two (422') feet to a point.

Thence continuing northeasterly along a curve to the right having a radius of nine hundred five and thirteen hundredths (905.13') feet, a distance of seven hundred sixth-eight and fifty-five hundredths (768.55') feet to a point.

Thence continuing northeasterly on a straight line tangent to the end of the last above described curve a distance of two hundred and seventy (270') feet to a point.

Thence northerly at right angles to the last above described course, a distance of fifty (50') feet to a point on the northerly right of way line of said railroad which is the true point of beginning of this description.

Thence continuing northerly on a straight line which forms an angle of twenty degrees and twenty-two (20°22') minutes from left to right, a distance of one hundred and forty-four (144') feet to a point.

Thence northeasterly along a curve to the right having a radius of two thousand nine hundred sixty-four and ninety-three hundredths (2964.93') feet, a distance of sixty-five (65') feet to a point.

Thence continuing northeasterly on a straight line tangent to the end of the last above described curve, a distance of one thousand four hundred and twenty-five (1425') feet plus or minus to a point.

Thence northeasterly along a curve to the right having a radius of two thousand nine hundred sixty-four and ninety-three hundredths (2964.93') feet, a distance of seven hundred and ninety-three (793'⁰/₁₀₀) plus or minus feet to a point which is a point on said Railroad Company northerly right of way line.

Thence southwesterly along a curve to the left having a radius of one thousand eighteen and eightyone hundredths (1018.81') feet a distance of sixty-five (65'⁰/₁₀₀) feet plus or minus to a point.

Thence continuing southwesterly on a straight line tangent to the end of the last above described curve, a distance of six hundred and ninety-eight (698'⁰/₁₀₀) feet plus or minus to a point.

Thence southwesterly along a curve to the right having a radius of one thousand three hundred eight-two and sixty-nine hundredths (1382.69') feet a distance of seven hundred forty-five and eight tenths (745.8') feet to a point.

Thence continuing southwesterly on a straight line tangent to the end of the last above described curve a distance of nine hundred (900') feet to the point of beginning.

Excepting therefrom that portion conveyed to Harry W. Wilson and Fern K. Wilson by Alfred J. Shepler and Clara E. Shepler by deed dated June 12, 1946 and recorded in book 106, page 315 in Office of Division Engineer Portland (Albina) Oregon deed records of Wasco County, Oregon. July 5, 1957

Revised July 26, 1957
Office of Manager of Properties
Portland, Oregon

UNION PACIFIC RAILROAD COMPANY

PROPERTY DEPARTMENT

D. J. CALLAHAN
MANAGER OF PROPERTIES

H. C. HARVEY
GENERAL TAX AGENT

O. W. RYAN
GENERAL INDUSTRIAL AGENT

PITTOCK BLOCK
PORTLAND 5, OREGON

February 18, 1958

Lee Joynes and Dencie Joynes
Route 4
The Dalles, Ore.

Dear Mr. and Mrs. Joynes:

On July 29, 1957, you executed an option to Oregon-Washington Railroad & Navigation Company, a corporation, wherein you agreed to sell to said corporation property therein identified, located in Section 31, Township 3 North, Range 12 East, Willamette Meridian, in Wasco County, Oregon, for the consideration and subject to the terms and conditions stated in the option. The company has heretofore exercised said option and you are executing a deed conveying to it the real property referred to therein.

Pursuant to the above-mentioned option the company has:

(1) Made provision for private crossing near MP 71.1;

(2) Installed corrugated metal culvert in new grade approximately at MP 70.95. (With your approval the diameter of the culvert installed was changed to 36 inches instead of 42 inches.)

(3) Installed in new grade a water pipe line 12 inches in diameter, at approximate Engineer's Station 1669 + 30.

(4) Installed fence approximately on south right-of-way line of the company's relocated main line between the westerly and the easterly boundaries of the property which you are conveying to the company, as described in said option and deed.

We understand you have inspected the foregoing installations and that they are satisfactory to you. If so, we request that you confirm this by signing in the space below provided and returning to us copy of this letter so signed.

In accordance with the provisions of said option, the company expects to convey to you that part of the right of way for its main line (as located and constructed on the date of said option) in Government Lot 3 and in the Richard Marshall D.L.C. No. 37 in Section 31, Township 3 North, Range 12 East, W.M., in Wasco County, Oregon, as described in description of the company's Chief Engineer dated December 3, 1957, consisting of three sheets, hereto attached and made part of this letter. Said conveyance will include such title as the company has to said last-mentioned right of way and will be subject to mineral reservations and any encumbrances thereon except the railroad's Refunding Mortgage, the lien of which mortgage will be released. Said conveyance will be within a reasonable time after relocation of the company's main line.

When requested, the company will grant you permission to construct, maintain and operate conduit not over 3-inches in diameter for electrical wires under and across the right of way and track of the company's main line at one location within the property which you are conveying to the company by the above-mentioned deed; with the understanding that such wires will be installed, maintained and operated without expense to the company, in a manner satisfactory to the Chief Engineer or his representative, and in such manner as not to interfere with the company's signal or communication systems or other facilities.

OREGON-WASHINGTON RAILROAD
& NAVIGATION COMPANY

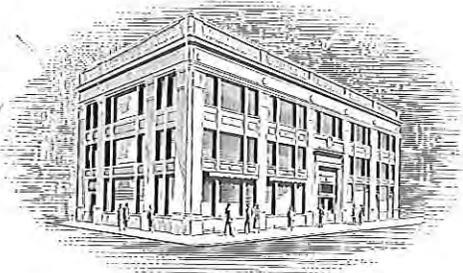
By *M. Callahan*
Manager of Properties

The work mentioned in paragraphs numbered 1 to 4 above has been performed and completed to our satisfaction.

Dated

Feb 20 - 1958.

Lee Jaynes



Commonwealth Title Insurance Co.

Title Insurance · Escrows
CAPITOL 8-8141 · 731 S. W. STARK STREET
PORTLAND 5, OREGON

Oregon Land Title Association
Standard Coverage Policy

OREGON WASHINGTON RAILROAD & NAVIGATION CO.

\$ 1,000.00

Premium \$ 22.50

No. 14-6814

Policy of Title Insurance

COMMONWEALTH TITLE INSURANCE CO., a corporation, (incorporated under the laws of the State of Oregon), hereinafter called the Company, for a valuable consideration paid for this policy of title insurance,

Does Hereby Insure *over L.P. Reed* **FILED WITH** **8091**
AUDIT No.

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY,
an Oregon corporation,

together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding **ONE THOUSAND** - - - - - dollars, which the insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown or referred to in Schedule B; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority.

all subject, however, to SCHEDULES A and B, and the STIPULATIONS herein, all of which schedules and stipulations are hereby made a part of this policy.

In witness whereof, COMMONWEALTH TITLE INSURANCE CO., has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the day and hour set forth in SCHEDULE A hereof.

COMMONWEALTH TITLE INSURANCE CO.

By *W. M. Hawkins*
President

By *Donald E. Cook*
Vice-President

This policy shall not become effective until countersigned.

Countersigned:
WASCO TITLE OREG. LTD.
Dan P. McLoughlin
Dan P. McLoughlin
General Partner

Approved as to Form
Approved as to Description
For General Solicitor

SCHEDULE A

On this 5th day of March, 1958, at 5:00 o'clock, P.M., the title to the land described in this Schedule is vested in:

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY,
an Oregon corporation,

Description of the tract of land the title to which is insured by this policy:

The following described real property situated in the County of Wasco State of Oregon:

Parcel No. 1

A parcel of land situated in Government Lots 2 and 3 of Section 31, Township 3 North, Range 12 East of the Willamette Meridian, in Wasco County, Oregon, bounded and described as follows:

Beginning at a point in the east line of said Government Lot 2 that is 1010 feet, more or less, north from the southeast corner thereof, said point being 100 feet distant southerly, measured radially, from the hereinafter described center line of relocated main track of Oregon-Washington Railroad & Navigation Company as surveyed and located; thence westerly along a line parallel with and 100 feet distant southerly, measured radially, from said hereinafter described center line of relocated main track, a distance of 1496 feet, more or less, to a point in the southerly right of way line of said Railroad Company; thence northeasterly along said southerly right of way line which is parallel with and 50 feet distant southeasterly, measured at right angles, from the center line of the main track of said Railroad Company as constructed and operated prior to the year 1957, a distance of 220 feet, more or less, to a point in the west line of said Government Lot 2; thence northeasterly along said southerly right of way line which is a curve to the right having a radius of 1382.7 feet, a distance of 822.5 feet to a point 50 feet distant south, measured at right angles, from said center line of main track as constructed and operated prior to the year 1957; thence easterly along said southerly right of way line, parallel with said center line, a distance of 90 feet; thence southerly at right angles a distance of 150 feet; thence easterly at right angles a distance of 300 feet; thence northerly at right angles a distance of 150 feet, more or less, to a point 50 feet distant south, measured radially, from said center line of main track as constructed and operated prior to the year 1957; thence easterly along said southerly right of way line, parallel with said center line, a distance of 153 feet, more or less, to a point in the east line of said Government Lot 2; thence south along said east line a distance of 300 feet, more or less, to the point of beginning.

SCHEDULE A continued

Parcel No. 2

A parcel of land situated in Government Lots 3 and 4 and in the Richard Marshall D.L.C. No. 37, all in Section 31, Township 3 North, Range 12 East of the Willamette Meridian, in Wasco County, Oregon, bounded and described as follows:

Commencing at the U. S. Monument set at the northeast corner of the Richard Marshall D.L.C. No. 37; thence northwesterly along a straight line forming an angle of $70^{\circ} 03' 30''$ from west to north with the north line of said Richard Marshall D.L.C. No. 37, a distance of 533.3 feet to a point in the center line of the main track of Oregon-Washington Railroad & Navigation Company as constructed and operated prior to the year 1957; thence southwesterly along said center line of main track, which forms an angle of $75^{\circ} 36'$ from southeast to southwest with the last described line, a distance of 151.3 feet; thence northwesterly at right angles a distance of 50 feet to the point of intersection of the northerly right of way line of said Railroad Company with the easterly property line of Lee Joynes, said point being the true point of beginning of the parcel of land hereby being described; thence southwesterly along said northerly right of way line which is parallel with and 50 feet northwesterly from said center line of main track as constructed and operated prior to the year 1957, a distance of 390 feet, more or less, to a point 100 feet distant southeasterly from said hereinafter described center line of relocated main track of said Oregon-Washington Railroad & Navigation Company; thence southwesterly along a line parallel with and 100 feet distant southeasterly from said hereinafter described center line of relocated main track, a distance of 1025 feet, more or less, to a point in said northerly right of way line; thence southwesterly along said northerly right of way line which is parallel with and 50 feet distant northwesterly, measured at right angles, from said center line of main track as constructed and operated prior to the year 1957, a distance of 474 feet, more or less, to a point in a westerly property line; thence north along said westerly property line which forms an angle of approximately $72^{\circ} 30'$ from east to north with said northerly right of way line, a distance of 160 feet, more or less, to a point 100 feet distant northwesterly, measured at right angles, from said hereinafter described center line of relocated main track; thence northeasterly along a straight line parallel with said hereinafter described center line of relocated main track a distance of 245 feet, more or less, to a point in the northerly line of said Richard Marshall D.L.C. No. 37; thence easterly along said northerly line a distance of 85 feet, more or less, to an angle point in said northerly line; thence northeasterly along said northerly line which forms an angle of $21^{\circ} 39' 40''$ from east to northeast with the last described line produced, a distance of 137.4 feet to an angle point in said northerly line;

SCHEDULE A continued

thence easterly along the north line of said Donation Land Claim, which forms an angle of $21^{\circ} 39' 40''$ from northeast to east with the last described line produced, a distance of 70 feet to a property line; thence northerly along said property line which forms an angle of $72^{\circ} 30''$ from west to north with said north line of Donation Land Claim, a distance of 65 feet, more or less, to a point 100 feet distant northwesterly, measured at right angles, from said hereinafter described center line of relocated main track; thence northeasterly along a line parallel with and 100 feet distant northwesterly from said hereinafter described center line of relocated main track, a distance of 1247 feet, more or less, to a point in said easterly property line; thence southeasterly along said easterly property line, which is a straight line at right angles to said center line of main track as constructed and operated prior to the year 1957, a distance of 115 feet, more or less, to the true point of beginning.

Said center line of relocated main track of Oregon-Washington Railroad & Navigation Company hereinabove referred to being described as follows:

Beginning at a point in the east line of Section 31, Township 3 North, Range 12 East, W. M. that is 2070.4 feet, more or less, north from the southeast corner thereof; thence northwesterly along a straight line forming an angle of $73^{\circ} 34'$ from north to west with the east line of said Section 31, a distance of 1093.51 feet, more or less, to the point of beginning a spiral curve; thence northwesterly along an increasing spiral curve to the left, having eleven 30-foot chords, through an angle of $3^{\circ} 18'$, a distance of 330 feet; thence westerly along a $2^{\circ} 00'$ curve to the left, having a radius of 2864.93 feet, a distance of 1683.33 feet; thence southwesterly along a decreasing spiral curve to the left, having eleven 30-foot chords, through an angle of $3^{\circ} 18'$, a distance of 330 feet; thence southwesterly along a straight line tangent to the end of the last described spiral, a distance of 1419.95 feet, more or less, to the beginning of a spiral curve; thence southwesterly along an increasing spiral curve to the left, having eleven 30-foot chords, through an angle of $3^{\circ} 18'$, a distance of 330 feet; thence southwesterly along a $2^{\circ} 00'$ curve to the left, having a radius of 2864.93 feet, a distance of 968.33 feet; thence southwesterly along a decreasing spiral curve to the left, having eleven 30-foot chords, through an angle of $3^{\circ} 18'$, a distance of 330 feet to a point in the center line of main track of said Railroad Company as constructed and operated prior to the year 1957.

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured in Paragraphs numbered 4 and 5 on page 1 of this policy.

1. Easements, liens or encumbrances, including material or labor liens, which are not shown by the public records; mining claims; reservations in patents; water rights, claims or title to water.
2. Rights or claims of persons in possession, or claiming to be in possession, not shown of record; any state of facts which an accurate survey and inspection of said land would show.
3. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing of streets or highways preceding entry of the ordinance or order therefor.
4. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, limiting the height of improvements, or prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.
- (e) ✓ 5. The usual reservations as contained in patent issued by the United States of America.
- (c) ✓ 6. Flowage easement, George Chamberlain, et ux., to the United States of America, recorded December 10, 1938 in Book 89, Page 633, Deed Records of Wasco County, Oregon.
- (a) ✓ 7. The right to use a road, reserved in and by deed dated June 6, 1945, recorded in Book 104, Page 211, Deed Records of Wasco County, Oregon.
- (b) ✓ 8. A right of way reserved in and by deed dated September 17, 1954, recorded in Book 129, Page 477, Deed Records of Wasco County, Oregon.
- (c) ✓ 9. Flowage easement, given by M. Yasui and S. Yasui, husband and wife, to United States of America, dated July 11, 1938, recorded December 23, 1938, in Book 90, Page 81, of the Deed Records of Wasco County, Oregon.

STIPULATIONS

1. SCOPE OF COVERAGE

This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in a pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (d) defects, liens, claims, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

2. DEFENSE OF ACTIONS, NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

The Company at its own cost shall defend the insured in all litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions imposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such litigation shall become known to any insured, or in case knowledge shall come to any insured of any claim of title or interest which is adverse to the title as insured or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Company shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual

knowledge, and does not refer to constructive knowledge or notice which may be imputed by the public records.

3. NOTICE OF LOSS, LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

4. APPORTIONMENT OF LOSS

Whenever the Company shall be obligated to pay a loss under the terms of this policy to an insured owner, purchaser or lessee by reason of a defect in the title to a portion of the area insured herein, liability shall be limited to the proportion of the face amount of this policy which the value of the defective portion bears to the value of the whole at the time of the discovery of the defect.

5. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

6. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, and remedies which the insured would have had against any person or property in respect to such claim, had this policy not been issued. If the payment does not cover the loss of the insured, the Company shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

7. OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

The Company has the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

8. PAYMENT OF LOSS AND COSTS OF LITIGATION. INDORSEMENT OF PAYMENT ON POLICY

The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried

on by the Company for the insured, and in litigation carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of the insurance pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

9. MANNER OF PAYMENT OF LOSS TO INSURED

Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

10. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "named insured": the persons and corporations named as insured on page one of this policy;

(b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule A or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said land as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured;

(c) "land": the land or leasehold estate described specifically or by reference in Schedule A and improvements affixed thereto which by law constitute real property;

(d) "date": the exact day, hour and minute specified on the first line of Schedule A (unless the context clearly requires a different meaning);

(e) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

11. WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, or an Assistant Secretary of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office.

**Deeds of Records for Existing UPRR ROW –
Township 3N Range 12E Section 32**

6768

OREGON - WASHINGTON ABSTRACT & RECORDS COMPANY

DEED

Audit No. 6768

THE DALLES & WASCO COUNTY ABSTRACT COMPANY

ABSTRACTS AND TITLE INSURANCE

408 WASHINGTON STREET

THE DALLES, ORE.

RECORDED
INDEXED
1938 JUL 20 AM 8 34

July 19, 1938

Mr. Geo. W. McMath
Land Tax Agent
828 Pittock Block
Portland, Oregon

Dear Sir:

At the request of Mr. C. S. Spencer we beg leave to report that Roy D. Chatfield is the owner of all that part of Lot 4 of Section 32 in Township 3 North, Range 12 East of the Willamette Meridian, south of the C. W. R. & N. right of way, save and except therefrom the southerly 200 feet thereof, and that same is free and clear of all encumbrances save and except that certain Flowage Easement given Roy D. Chatfield and Bernice M. Chatfield, his wife, to United States of America, dated October 1, 1936 and recorded January 18, 1937 in Volume 87 of the Deed Records of Wasco County, Oregon, at page 375.

Dated at The Dalles, Wasco County, Oregon, this 19th day of July, 1938, at 10:00 o'clock A. M.

THE DALLES & WASCO COUNTY ABSTRACT CO.

BY

R. D. Yates
President.

RTV/RV

394

DEED

Audit No. 6768

Corner File No. 24276

1-10-33

45257

140

WARRANTY DEED.

ROY D. CHATFIELD AND BERNICE M. CHATFIELD

TO

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

STATE OF OREGON,
County of Wasco.

H. W. SCHERRER, County Clerk and ex-officio Recorder of Conveyances, in and for said county, do hereby certify that the within instrument of writing was received for record and recorded in the record of

DEED at said county at

FILED
COUNTY CLERK'S OFFICE

1938 JUL 29 AM 8 23

H. W. SCHERRER
COUNTY CLERK

In Book 89 On Page 294

Witness my hand and seal of office affixed at
The Dalles.

H. W. SCHERRER, County Clerk

By J. F. Ector Deputy

Return to Bro. W. Mc Math
Street Union Pacific Land & Lumber Co. R12E, W.M.
City Portland

(9.95 fac. in G

6768

Land and Tax Dept.
Deed No. 2724

KNOW ALL MEN BY THESE PRESENTS, That ROY D. CHATFIELD and BERNICE M. CHATFIELD, his wife, of Wasco County, State of Oregon, in consideration of Three Thousand Dollars (\$3,000.00) to them paid by OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, a corporation of the State of Oregon, have bargained and sold, and by these presents do, grant, bargain, sell and convey unto said OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, its successors and assigns, all the following bounded and described real property, situated in the County of Wasco, and State of Oregon:

A piece or parcel of land containing Nine and Ninety-five Hundredths (9.95) acres, more or less, being all that part of Government Lot Four (4), Section Thirty-two (32), Township Three (3) North, Range Twelve (12) East of Willamette Meridian, Wasco County, Oregon, that lies southerly of the southerly right of way boundary line of the OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, said right of way line being located parallel with and Fifty (50) feet southerly from the center line of main track of said OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, measured at right angles or radially thereto, save and except the southerly Two Hundred (200) feet of said Lot Four (4).

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all their estate, right, title and interest in and to the same, including dower and claim of dower.

The Grantors hereby reserve to themselves the right to pass over the above described and granted premises in passing between the grantors' adjoining property in Government Lot 3 in Section 32 and in Government Lot 1 in Section 31, Township 3 North, Range 12 East, W.M., but such right of passage shall be so exercised as not to interfere in any way with the grantee's use and enjoy-

ment of the premises hereby conveyed.

TO HAVE AND TO HOLD the above described and granted premises unto the said OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, its successors and assigns forever, subject, however, to that certain flowage easement upon the said property, or some part thereof, acquired by the United States of America by deed dated October 1st 1936, which deed was recorded January 18, 1937, in Volume 87, at Page 375 of the Records of Deeds in the County of Wasco, State of Oregon. And ROY D. CHATFIELD and BERNICE M. CHATFIELD, grantors above named, do covenant to and with OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, the above named grantee, its successors and assigns, that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all encumbrances/except said flowage easement and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except as to said flowage easement.

IN WITNESS WHEREOF, we, the Grantors above named, hereunto set our hand and seal this 22nd day of July, 1938.



Roy D Chatfield (SEAL)

Bernice M Chatfield (SEAL)

[Signature]
Notary Public
For County of Wasco

STATE OF OREGON)
County of Wasco) ss.

BE IT REMEMBERED, That on this 22nd day of July 1938, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROY D. CHATFIELD and BERNICE M. CHATFIELD, his wife, who being known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

Charles Stencel
Notary Public for Oregon

My Commission Expires May 13, 1939

6502

676504RN-D



**Deeds of Records for Existing OPRD Parcel –
3N 12E 00 100**



AmeriTitle

Property Account Summary

Parcel Number	14614	Situs Address	NO SITUS ADDRESS , NO SITUS CITY, OR 00000
---------------	-------	---------------	--

General Information	
Alternate Property #	03N12 E00 00100 00
Property Description	SECTION 0 TOWNSHIP 3N RANGE 12E QUARTER PRCL 100 MapTax Lot: 03N12 E00 00100 00
Property Category	Land &/or Buildings
Status	Active, Locally Assessed
Tax Code Area	92
Remarks	

Tax Rate	
Description	Rate
No Values Found	

Property Characteristics	
Property Class Category	9614: 961 RT TREND
Neighborhood	109: AA 1&2 SMA (2003 APPR) RT/LOW
Acreage	311.580

Related Properties	
TCA SPLIT CODE 15785	1/1/1970

Parties			
Role	Percent	Name	Address
Taxpayer	100	STATE OF OREGON	725 SUMMER ST NE STE C, SALEM, OR 97301 USA
Owner	100	PARKS & RECREATION DEPT	725 SUMMER ST NE STE C, SALEM, OR 97301 USA
Owner	100	STATE OF OREGON	725 SUMMER ST NE STE C, SALEM, OR 97301 USA

Property Values					
Description	2013	2012	2011	2010	2009
Assessed Value Regular (AVR)	435,886	484,930	484,930	484,930	484,930
Total Exemption Amount Regular (EAR)	435,886	484,930	483,620	484,930	484,930
Taxable Value Regular (TVR)	0	0	1,310	0	0
MKLND + SAMKL (MKLTL)	516,270	179,650	179,650	179,650	179,650
MKIMP + SAMKI (MKITL)	305,280	305,280	305,280	305,280	305,280
Real MKT Total (MKTTL)	821,550	484,930	484,930	484,930	484,930
Market Land (MKLND)	516,270	179,650	179,650	179,650	179,650
Display Only (M5SAV)					
Market Improvement(MKIMP)	305,280	305,280	305,280	305,280	305,280
SA Por Only-Exc Val Not Incl (SAVL)					
Market Portion BMAV + EAV (MAVMK)	435,886	423,190	410,864	398,897	387,279
Exception Base Value NEWCN+OEV (EBV)	0	0	0	0	0
Exception Assessed Value (EAV)	0	0	0	0	0

Active Exemptions	
State Property	

Events			
Effective Date	Entry Date-Time	Type	Remarks
No Events Found			

AmeriTitle

Receipts					
Date	Receipt	Amount Applied	Amount Due	Tendered	Change
No Events Found					

Sales History					
Transfer Date	Recording Number	Sale Amount	Deed Type	Grantee	Grantor

Property Details							
Living Area Sq Ft	Manf Struct Size	Year Built	Improvement Grade	Stories	Bedrooms	Full Baths	Half Baths

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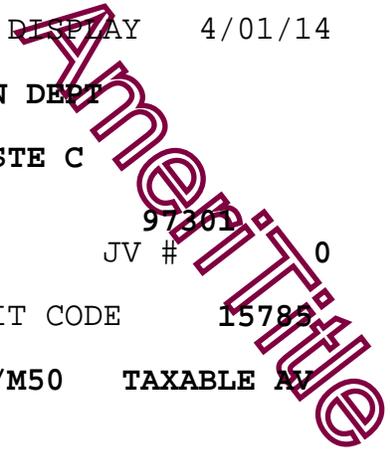
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Version 1.0.5116.14250

ACCOUNT # 14614 2013 EXEMPT OWNER STATE OF OREGON
 LEG/COMM C/O PARKS & RECREATION DEPT
 MAP # 3 N 12 E 100 NAME
 CODE AREA 92 ZONING OS ADDRESS 725 SUMMER ST NE STE C
 MA 1 VALUE AREA 109 CLASS 9614 ADDRESS
 SUB/BL/LT SPLIT S ADDRESS SALEM OR 97301
 G.I.S. x SD# 0 CON/SEG JV # 0
 SITUS # ZIP
 DOC # ACRES 311.580 FP ACRES .000 SPLIT CODE 15785
 EXEMPT ACT SMA SPLIT ZONE NC
 03N12 E00 00100 00 RMV MAV SAV MSAV/M50 TAXABLE AV
 LAND VALUE 179,650
 IMPROVEMENTS 305,280
 MFG STRUCTURE
 SUB TOTAL/BASE 484,930
 EXCEPTIONS
 SUB TOTAL 484,930
 EXEMPTIONS 484,930
 2013 TOTALS 484,930 0

M/H X-NUMBER

F1=LN 2=IM 3=EN 4=OW 5=SA 6=EX 7=OH 8=ET 10=LG 11=FL 12=CM
 13=MS 14=SI 15=XC 16=DT 17=TX 18=SL 19=QP 20=PR 21=NX 22=AP 24=DL



WARRANTY DEED (Individual)

This Indenture Witnesseth, That we, Pete Kitto and Marie K. Kitto, husband and wife grantor.s., for the consideration of the sum of TWO THOUSAND SIX HUNDRED SIXTY AND NO/100- (2,660.00) - - - 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:

A parcel of land lying in Lots 2 and 3 of Section 4, Township 2 North, Range 12 East, W.M., Wasco County, Oregon. The said parcel being described as follows: That portion of the East 425 feet of said Lot 3 lying North of a line which is parallel to and 730 feet South of the North line of said Lot 3. Also that portion of said Lot 2 lying Northerly of a line which is described as follows:

Beginning at a point on the West line of said Lot 2, said point being 730 feet South of the Northwest corner of said Lot 2; thence in a Northeasterly direction 1370 feet more or less to a point on the East line of said Lot 2, said point being 375 feet South of the Northeast corner of said Lot 2. Excepting all that land heretofore conveyed to the State of Oregon by and through its State Highway Commission.

The parcel of land to which this description applies contains 13.2 acres, more or less.

As a part of the consideration hereinabove stated, there also is 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 Columbia River Highway and all of the contiguous remaining real property of the Grantors whether acquired by separate conveyances or otherwise, of which the real property covered by this instrument is a part, where said remaining real property abuts on the southerly side of the said public way.

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.

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 incumbrances

and that we will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hand and seal

this 3d day of March, 1953.

Done in presence of:

Pete Kitto [SEAL]
Marie K. Kitto [SEAL]

82205

Form 612-301- Revised 6-51

Warranty Deed

(Individual)

FROM

Pete Kitto et ux

TO

STATE OF OREGON
BY AND THROUGH ITS
STATE HIGHWAY COMMISSION

STATE OF OREGON, ss
County of Wasco,

I, D. V. BOLTON, County Clerk and ex officio Recorder of Conveyances, in and for said county, do hereby certify that the within instrument of writing was received for record and recorded in the record of DEEDS

of said county at

CLERK'S OFFICE

1953 MAR 6 AM 8 50

In Book

125

On Page

Witness my hand and seal of office affixed at The Dalles

D. V. BOLTON, County Clerk

By B. Wick Deputy

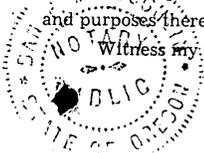
Return to State Highway Dept
Street State Highway, Bldg

STATE OF OREGON,

County of Wasco, ss.

On this 3d day of March, 1953, personally came before me, a Notary Public in and for said county and state, the within named Pete Kitto and Marie K. Kitto, his 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.

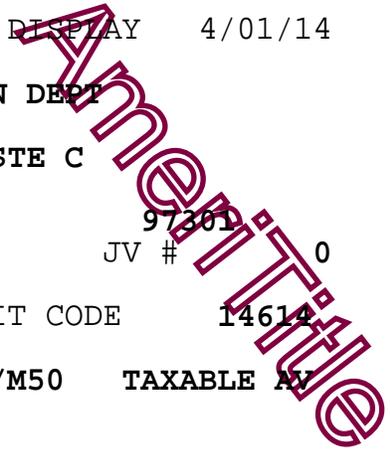


D. V. Bolton
Notary Public for Oregon
My commission expires August 1st, 1956.

ACCOUNT # 15785 2013 EXEMPT OWNER STATE OF OREGON
 LEG/COMM C/O PARKS & RECREATION DEPT
 MAP # 3 N 12 E 100 NAME
 CODE AREA 95 ZONING OS ADDRESS 725 SUMMER ST NE STE C
 MA 1 VALUE AREA 109 CLASS 9614 ADDRESS
 SUB/BL/LT SPLIT S ADDRESS SALEM OR 97301
 G.I.S. x SD# 0 CON/SEG JV # 0
 SITUS # ZIP
 DOC # ACRES .640 FP ACRES .000 SPLIT CODE 14614
 EXEMPT ACT SMA SPLIT ZONE
 03N12 E00 00100 00 RMV MAV SAV MSAV/M50 TAXABLE AV
 LAND VALUE 330
 IMPROVEMENTS
 MFG STRUCTURE
 SUB TOTAL/BASE 330
 EXCEPTIONS
 SUB TOTAL 330
 EXEMPTIONS 330
 2013 TOTALS 330 0

M/H X-NUMBER

F1=LN 2=IM 3=EN 4=OW 5=SA 6=EX 7=OH 8=ET 10=LG 11=FL 12=CM
 13=MS 14=SI 15=XC 16=DT 17=TX 18=SL 19=QP 20=PR 21=NX 22=AP 24=DL





Property Account Summary

Parcel Number	15785	Situs Address	NO SITUS ADDRESS , NO SITUS CITY, OR 00000
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General Information	
Alternate Property #	03N12 E00 00100 00
Property Description	SECTION 0 TOWNSHIP 3N RANGE 12E QUARTER PRCL 100 MapTax Lot: 03N12 E00 00100 00
Property Category	Land &/or Buildings
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	95
Remarks	

Tax Rate	
Description	Rate
No Values Found	

Property Characteristics	
Property Class Category	9614: 961 RT TREND
Neighborhood	109: AA 1&2 SMA (2003 APPR) RT/LOW
Acreage	0.640

Related Properties		
14614 is TCA SPLIT CODE this property	1/1/1970	

Parties			
Role	Percent	Name	Address
Taxpayer	100	STATE OF OREGON	725 SUMMER ST NE STE C, SALEM, OR 97301 USA
Owner	100	PARKS & RECREATION DEPT	725 SUMMER ST NE STE C, SALEM, OR 97301 USA
Owner	100	STATE OF OREGON	725 SUMMER ST NE STE C, SALEM, OR 97301 USA

Property Values					
Description	2013	2012	2011	2010	2009
Assessed Value Regular (AVR)	230	330	330	330	330
Total Exemption Amount Regular (EAR)	230	330	329	330	330
Taxable Value Regular (TVR)	0	0	1	0	0
MKLND + SAMKL (MKLTL)	230	330	330	330	330
MKIMP + SAMKI (MKITL)	0	0	0	0	0
Real MKT Total (MKTTL)	230	330	330	330	330
Market Land (MKLND)	230	330	330	330	330
Display Only (M5SAV)					
Market Improvement(MKIMP)	0	0	0	0	0
SA Por Only-Exc Val Not Incl (SAVL)					
Market Portion BMAV + EAV (MAVMK)	340	340	340	340	340
Exception Base Value NEWCN+OEV (EBV)	0	0	0	0	0
Exception Assessed Value (EAV)	0	0	0	0	0

Active Exemptions
State Property

Events			
Effective Date	Entry Date-Time	Type	Remarks
No Events Found			

AmeriTitle

Receipts					
Date	Receipt	Amount Applied	Amount Due	Tendered	Change
No Events Found					

Sales History					
Transfer Date	Recording Number	Sale Amount	Deed Type	Grantee	Grantor

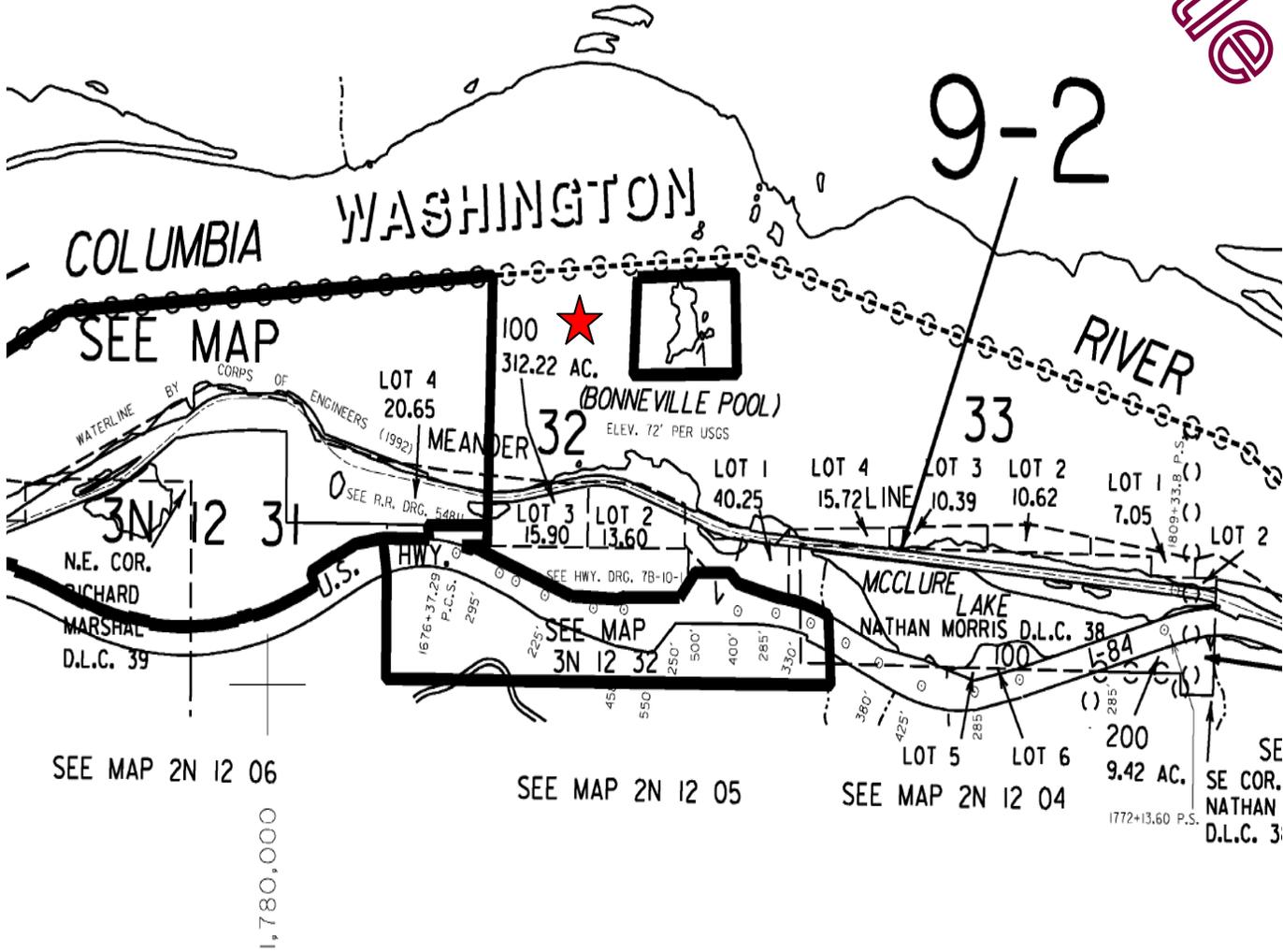
Property Details							
Living Area Sq Ft	Manf Struct Size	Year Built	Improvement Grade	Stories	Bedrooms	Full Baths	Half Baths

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Version 1.0.5116.14250

Amerititle



NORTH



COMPLIMENTS OF AMERITITLE – THE DALLES

This sketch is furnished for information purposes only to assist in property location with references to street and other parcels. No representation is made as to the accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

**Deeds of Records for Existing OPRD Parcel –
3N 12E 31 800**



AmeriTitle

Property Account Summary

Parcel Number	15788	Situs Address	NO SITUS ADDRESS , NO SITUS CITY, OR 00000
---------------	-------	---------------	--

General Information	
Alternate Property #	03N12 E31 00800 00
Property Description	SECTION 31 TOWNSHIP 3N RANGE 12E QUARTER PRCL 800 MapTax Lot: 03N12 E31 00800 00
Property Category	Land &/or Buildings
Status	Active, Locally Assessed
Tax Code Area	92
Remarks	

Tax Rate	
Description	Rate
No Values Found	

Property Characteristics	
Property Class Category	9600: 960 MISC NO TREND
Neighborhood	109: AA 1&2 SMA (2003 APPR) RT/LOW
Acreage	16.900

Related Properties	
No Values Found	

Parties			
Role	Percent	Name	Address
Taxpayer	100	STATE OF OREGON	725 SUMMER ST NE STE C, SALEM, OR 97301 USA
Owner	100	STATE OF OREGON	725 SUMMER ST NE STE C, SALEM, OR 97301 USA
Owner	100	PARKS & RECREATION DEPT	725 SUMMER ST NE STE C, SALEM, OR 97301 USA

Property Values					
Description	2013	2012	2011	2010	2009
Assessed Value Regular (AVR)	1,385	156,130	155,890	155,740	156,470
Total Exemption Amount Regular (EAR)	1,385	156,130	155,469	155,740	156,470
Taxable Value Regular (TVR)	0	0	421	0	0
MKLND + SAMKL (MKLTL)	126,440	156,130	155,890	155,740	156,470
MKIMP + SAMKI (MKITL)	0	0	0	0	0
Real MKT Total (MKTTL)	126,440	156,130	155,890	155,740	156,470
Market Land (MKLND)	126,440	156,130	155,890	155,740	156,470
Display Only (M5SAV)					
Market Improvement(MKIMP)	0	0	0	0	0
SA Por Only-Exc Val Not Incl (SAVL)					
Market Portion BMAV + EAV (MAVMK)	1,385	1,345	1,306	1,268	1,231
Exception Base Value NEWCN+OEV (EBV)	0	0	0	0	0
Exception Assessed Value (EAV)	0	0	0	0	0

Active Exemptions	
State Property	

Events			
Effective Date	Entry Date-Time	Type	Remarks
No Events Found			

AmeriTitle

Receipts					
Date	Receipt	Amount Applied	Amount Due	Tendered	Change
No Events Found					

Sales History					
Transfer Date	Recording Number	Sale Amount	Deed Type	Grantee	Grantor

Property Details							
Living Area Sq Ft	Manf Struct Size	Year Built	Improvement Grade	Stories	Bedrooms	Full Baths	Half Baths

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ODOT
File P-19
Map 7B-10-1 and
Park Boundary Map
Memaloose State Park

ORIGINAL

QUITCLAIM DEED

STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for no monetary consideration does relinquish and forever quitclaim unto the STATE OF OREGON, by and through its PARKS AND RECREATION DEPARTMENT, Grantee, all of Grantor's right, title, and interest in and to the following described property:

A parcel of land lying in Section 4, Township 2 North, Range 12 East, W.M.; and in Sections 31, 32, 33 and 34, Township 3 North, Range 12 East, W.M.; Wasco County, Oregon and being that property described in that deed to the State of Oregon, recorded June 8, 1925 in Book 75, Page 618 and being that property designated as Parcel 1 and described in that deed to the State of Oregon, by and through its State Highway Commission, recorded June 12, 1952 in Book 123, Page 645 and being that property described in those deeds to the State of Oregon, by and through its State Highway Commission, recorded April 11, 1952 in Book 123, Page 339; recorded April 24, 1952 in Book 123, Page 412; recorded May 21, 1952 in Book 123, Page 548; recorded April 4, 1952 in Book 123, Page 325; recorded April 24, 1952 in Book 123, Page 414; recorded March 8, 1953 in Book 125, Page 354 and recorded February 11, 1953 in Book 125, Page 211, all of Wasco County Record of Deeds.

EXCEPT therefrom that property described in that deed to Oregon Washington Railroad and Navigation Company, recorded April 17, 1958 in Book 137, Page 48 of Wasco County Record of Deeds.

The parcel of land to which this description applies contains 336.79 acres, more or less.

10-8-97

AFTER RECORDING RETURN TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
417 TRANSPORTATION BLDG.
SALEM, OREGON 97310

TAX STATEMENTS SHALL BE SENT TO
TAX EXEMPT AT THIS TIME

OREGON PARKS DEPARTMENT
1115 Commercial NE
Salem OR 97310-1001

Microfilm No. 974651 (3)
FILED WASCO CITY
THE DALLAS DR.

OCT 17 11 34 AM '97
KAREN LUBRIN, COUNTY CLERK

STATE OF OREGON, } SS
County of Wasco, }
I certify that this document was received
and recorded in the

DEED

Karen Lubrin, County Clerk
A-T LC/RC Recording

974651(3)

EXCEPT GRANTOR RESERVES a Permanent Easement for Highway Right of Way Purposes over the following described portion of the parcel described above:

A parcel of land lying in Section 4, Township 2 North, Range 12 East, W.M.; and in Sections 31, 32, 33 and 34, Township 3 North, Range 12 East, W.M.; Wasco County, Oregon and being that property described in that deed to the State of Oregon, recorded June 8, 1925 in Book 75, Page 618 and being that property designated as Parcel 1 and described in that deed to the State of Oregon, by and through its State Highway Commission, recorded June 12, 1952 in Book 123, Page 645 and being that property described in those deeds to the State of Oregon, by and through its State Highway Commission, recorded April 11, 1952 in Book 123, Page 339; recorded April 24, 1952 in Book 123, Page 412; recorded May 21, 1952 in Book 123, Page 548; recorded April 4, 1952 in Book 123, Page 325; recorded April 24, 1952 in Book 123, Page 414; recorded March 6, 1953 in Book 125, Page 354 and recorded February 11, 1953 in Book 125, Page 211, all of Wasco County Record of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the center line of the relocated Columbia River Highway, which center line is referred to in said State of Oregon deed, recorded April 4, 1952 in Book 123, Page 325 of Wasco County Record of Deeds.

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

Station	to	Station	Width on Northerly Side of Center Line
1661+00		1664+00	240
1664+00		1667+16	240 in a straight line to 173
1667+16		1672+50	173 in a straight line to 90
1672+50		1678+30	90
1678+30		1683+59	120
1683+59		1692+20	120 in a straight line to 77
1692+20		1698+38	77 in a straight line to 98
1698+38		1699+18.56	98 in a straight line to 120
1699+18.56		1706+50	120
1706+50		1708+50	120 in a straight line to 370
1708+50		1713+00	370
1713+00		1714+12.02	370 in a straight line to 270
1714+12.02		1719+12.02	270 in a straight line to 155
1719+12.02		1733+50.83	155
1733+50.83		1739+50.83	155 in a straight line to 250
1739+50.83		1746+56.94	250 in a straight line to 110
1746+56.94		1780+00	110

974651(3)

ODOT
 File P-19
 Map 7B-10-1 and
 Park Boundary Map
 Memaloose State Park

Station	to Station	Width on Southerly Side of Center Line
1661+00	1664+00	175
1664+00	1667+16	175
1667+16	1672+50	175
1672+50	1678+30	175
1678+30	1684+68.56	175
1684+68.56	1688+68.56	175 in a straight line to 225
1688+68.56	1698+00	225 in a straight line to 360
1698+00	1703+00	360 in a straight line to 430
1703+00	1706+00	430 in a straight line to 130
1706+00	1723+77.35	130
1723+77.35	1780+00	175

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

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.

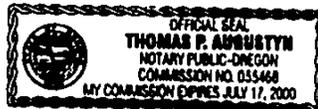
Dated this 10th day of October, 1997.

STATE OF OREGON, by and through its
 DEPARTMENT OF TRANSPORTATION

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

STATE OF OREGON, County of Marion

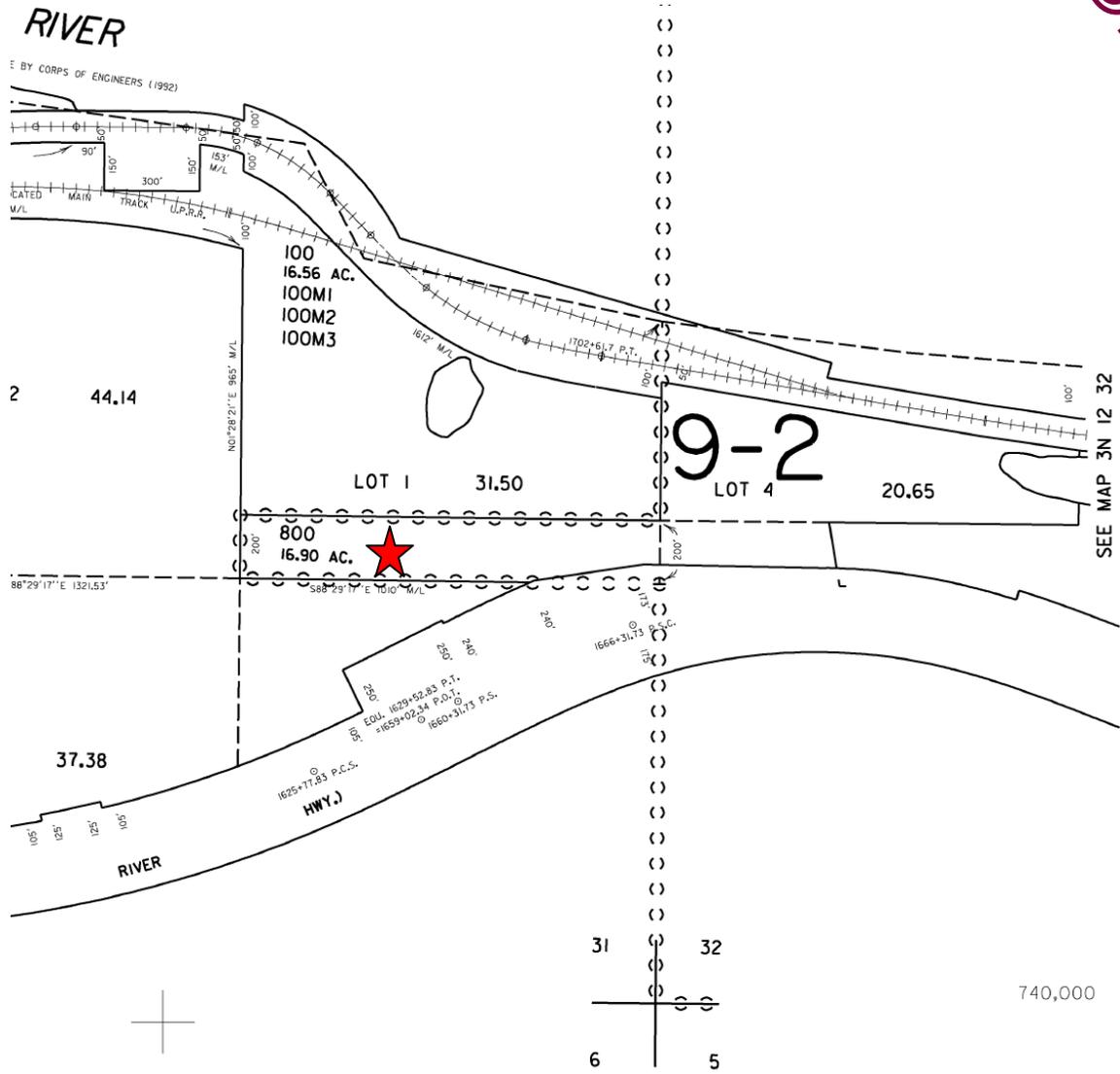
10-10, 1997. Personally appeared Deolinda G. Jones, who being sworn, stated that she is the Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to her. Before me:



Thomas P. Augustyn
 Notary Public for Oregon
 My Commission expires 7/17/2000

974651 (3)

Amerititle



Revised
12/15/2008, DBJ
3N 12 31

NORTH



COMPLIMENTS OF AMERITITLE – THE DALLES

This sketch is furnished for information purposes only to assist in property location with references to street and other parcels. No representation is made as to the accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.