

RESOLUTION 3019

EXERCISING THE POWER OF EMINENT DOMAIN

Findings

- A. The City of Bend has the authority to exercise the power of eminent domain under the City of Bend Charter, ORS 223.105(2) and ORS Chapter 35 when deemed necessary by the City of Bend's governing body to accomplish public purposes.
- B. The City has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public.
- C. The project known as the South Third Street Pedestrian Improvements has been planned in accordance with appropriate engineering standards for the construction of transportation infrastructure so that property damage is minimized, transportation promoted, and travel safeguarded.
- D. To accomplish these projects it is necessary to acquire the property and the interests in property described in "Exhibit A".

Based on these findings, the City Council of the City of Bend resolves as follows:

- Section 1. The Council accepts the Findings as facts in support of this Resolution. The project for which the properties are being acquired are necessary for the construction of the project and are in the public interest. The project has been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury.
- Section 2. The power of eminent domain is exercised with respect to each of the properties and interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law.
- Section 3. On behalf of the City, the Oregon Department of Transportation is authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition. In the event that no satisfactory agreement can be reached, the Oregon Department of Transportation is authorized to commence and prosecute condemnation proceedings necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the City Council.

Section 4. In the event that the Oregon Department of Transportation is unable to reach an agreement with the owners(s) of the property as to the compensation to be paid therefore, the Department of Transportation/Attorney General is authorized and directed to institute condemnation proceedings in the name of the City of Bend in a court of competent jurisdiction for the purpose of acquiring title to possession of the above-described right-of-way.

Section 5. The City of Bend expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.


Section 6. This resolution takes effect immediately upon adoption.

Adopted by roll call vote of the Bend City Council on December 16, 2015.

Yes: Jim Clinton, Mayor
Doug Knight
Sally Russell
Nathan Boddie
Casey Roats
Barb Campbell

No: None

Attest:



Jim Clinton, Mayor



Robyn Christie, City Recorder

Approved as to form:



Mary Winters, Legal Counsel

EXHIBIT A



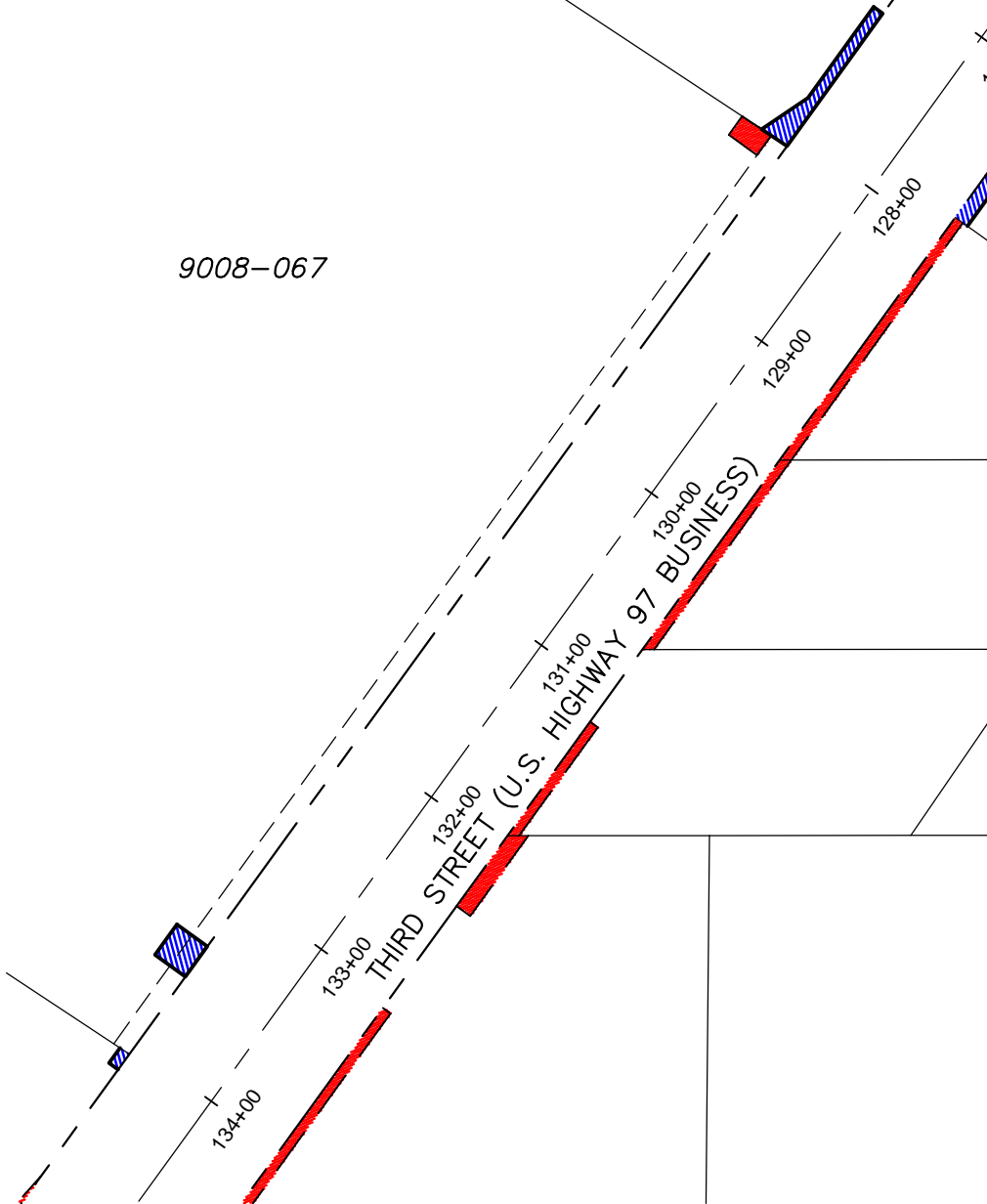
FEE



TEMPORARY EASEMENT

9008-068

9008-067



HWA SURVEYORS, ENGINEERS & PLANNERS
 HICKMAN, WILLIAMS & ASSOCIATES, INC.
 42930 O.S. RILEY ROAD, SUITE 100
 BEND, OREGON 97701
 PHONE: 541.387.9351 FAX: 541.388.5414

THIRD STREET: FRANKLIN AVENUE TO MURPHY ROAD

U.S. HIGHWAY 97 BUSINESS

FILE: 9008-067 AND 9008-068 REVISIONS

SCALE: 1" = 100'

DRAWN BY: JAM

DATE: 12/4/15

SHEET
1/1

FILE ADDENDUM

(NOT to be included with Exhibit A)

File 9008-067

Drawing Sketch

David R. Williams, Hickman, Williams & Associates, Inc. 12-4-2015

Third Street: Franklin Avenue to Murphy Road
U.S. Highway 97 Business
Deschutes County
Non-Throughway

PELL OREGON LIMITED PARTNERSHIP, a California limited partnership

Parcel access language: None

These parcel lie within the NE1/4 of Section 8, T 18 S, R 12 E, W.M.

These parcel lie within Tax Lot 181208A0-00100 of Deschutes County.

Remainder: 19.20 acres

[Note: Remainder area is all of grantor's property lying outside any fee takings. All easements being acquired are included within the remainder area]

Prior files, recorded documents, and access control:

(EXHIBIT A - NEXT PAGE)

PARCEL 1 – Fee

A parcel of land lying in Tract 16, Reed Highway Acreage Section 2, City of Bend, Deschutes County, Oregon and being a portion of that property described in that deed to PELL OREGON LIMITED PARTNERSHIP, a California limited partnership, Recorded April 30, 2003 in Volume 2003, Page 28523, Deschutes County Records; the said parcel being that portion of said property lying between lines at right angles to the centerline of South 3rd Street at Stations 133+34.35 and 133+54.35 and included in a strip of land 70.00 feet in width, lying on the West side of the center line of South 3rd Street, which center line is described as follows:

Beginning at Engineer's center line Station 45+00, said station being 1826.84 feet North and 2290.09 feet West of the South One-Quarter corner of Section 33, Township 17 South, Range 12 East, W.M., thence South 00°02'25" East a distance of 5023.25 feet; thence 264.07 feet along the arc of a 573.69 foot radius curve right, (the long chord of which bears South 13°08'47" West for a distance of 261.74 feet); thence South 26°19'59" West a distance of 397.39 feet; thence 240 feet on a spiral curve left (the long chord of which bears South 23°56'00" West a distance of 239.83 feet); thence 81.30 feet along the arc of a 954.93 foot radius curve left, (the chord of which bears South 16°41'39" West for a distance of 81.27 feet); thence 240 feet on a spiral curve left (the long chord of which bears South 09°27'18" West a distance of 239.83 feet); thence South 07°03'19" West a distance of 461.20 feet; thence 500 feet on a spiral curve right (the long chord of which bears South 11°13'13" West a distance of 498.94 feet); thence 77.03 feet along the arc of a 1145.92 foot radius curve right, (the long chord of which bears South 21°28'51" West for a distance of 77.01 feet); thence 500 feet on a spiral curve right (the long chord of which bears South 31°44'30" West a distance of 498.94 feet); thence South 35°54'24" West a distance of 3001.74 feet; thence 500 feet on a spiral curve left (the long chord of which bears South 32°59'26" West a distance of 499.48 feet); thence 45.95 feet along the arc of a 1637.02 foot radius curve left, (the long chord of which bears South 26°21'09" West for a distance of 45.95 feet); thence 500 feet on a spiral curve left (the long chord of which bears South 19°42'52" West a distance of 499.48 feet); thence South 16°47'54" West a distance of 3753.63 feet to Engineer's center line Station 201+02.66.

Bearing based on the record of survey by Hickman, Williams and Associates and recorded in the Deschutes County Survey Records, as CS18732.

The parcel of land to which this description applies contains:

400 square feet more or less, outside the existing right-of-way

PARCEL 2 – Temporary Construction Easement (3 years or duration of Project whichever is sooner)

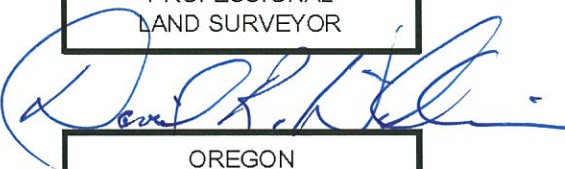
A parcel of land lying in Tract 18, Reed Highway Acreage Section 2, City of Bend, Deschutes County, Oregon and being a portion of that property described in that deed to PELL OREGON LIMITED PARTNERSHIP, a California limited partnership, Recorded April 30, 2003 in Volume 2003, Page 28523, Deschutes County Records; the said parcel being that portion of said property lying between lines at right angles to the centerline of South 3rd Street at Stations 127+90.00 and 128+21.07 and included in a strip of land 78.64 feet in width, lying on the West side of the center line of South 3rd Street, which center line is the same as described in Parcel 1:

Except that portion lying within that existing access easement per Volume 2007 Page 4610.

The parcel of land to which this description applies contains:

234 square feet more or less, outside the existing right-of-way

REGISTERED
PROFESSIONAL
LAND SURVEYOR





OREGON
JULY 19, 1994
DAVID R. WILLIAMS
2686

RENEWAL DATE: 06/30/16

12/09/15

NE1/4 OF SECTION 8, T18S, R12E, W.M., CITY OF BEND,
DESCHUTES COUNTY, OREGON

 PARCEL 1 - FEE
400 SQ. FT.

 PARCEL 2 -
TEMPORARY EASEMENT
234 SQ. FT.

TRACT 18

REED HIGHWAY
ACREAGE
SECTION 2

PELL OREGON LIMITED
PARTNERSHIP
VOL. 2003 PG. 28523
19.20 ACRES REMAINING

TRACT 17

ACCESS EASEMENT
VOL. 2007 PG. 4610

PARCEL 1

133+34.35
133+54.35
TRACT 16

70.00'
70.00'

127+90.00
128+21.07
78.64'
78.64'
128+00
129+00
130+00
131+00
132+00
133+00
134+00
135+00
THIRD STREET (U.S. HIGHWAY 97 BUSINESS)



0 100
FEET

HWA SURVEYORS, ENGINEERS
& PLANNERS
HICKMAN, WILLIAMS & ASSOCIATES, INC.
42930 O.E. MILEY ROAD, SUITE 100
BEND, OREGON 97701
PHONE: 541.387.9351 FAX: 541.388.5414

THIRD STREET: FRANKLIN AVENUE TO MURPHY ROAD

U.S. HIGHWAY 97 BUSINESS

FILE: 9008-067

SCALE: 1" = 100'

DRAWN BY: JAM

DATE: 12/4/15

SHEET

1/1



15 OREGON AVE
BEND, OR 97701
(541) 389-7711 * Fax (541) 389-0506

Oregon Department of Transportation
c/o Right of Way & Survey
63055 N Hwy 97 Bldg M
Bend, OR 97701
Attn: Mary Whitaker

January 29, 2015
Report #2

Title Number: 156699
Title Officer: CHAD BAXTER

Your Reference: South 3rd Street ADA

PRELIMINARY TITLE REPORT

Property Address:
61535 S Hwy 97, Bend, Oregon 97702

REPORT \$200.00

We are prepared to issue ALTA (06/17/2006) title insurance policy(ies) of CHICAGO TITLE INSURANCE COMPANY, in the usual form insuring the title to the land described as follows:

SEE EXHIBIT "A"

and dated as of January 8, 2015 at 7:00 a.m., title is vested in:

Vestee:

PELL OREGON LIMITED PARTNERSHIP, a California limited partnership

The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

Schedule B of the policy(ies) to be issued will contain the following general and special exceptions unless removed prior to issuance:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

SPECIAL EXCEPTIONS:

Tax Information

Taxes assessed under Code No. 1-001 Map and Tax Lot Number 18 12 08A0 00100
Account No. 177087

NOTE: The 2014-2015 Taxes: \$305,604.71, paid in full.

6. City Liens, if any, of the City of Bend. **(No inquiry has been made, and if search is requested, a charge of \$25.00 per account will be added).**
7. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: Danny R. Lewis and Patricia J. Lewis, Husband and Wife
Recorded: September 12, 1974
Instrument No.: 210-942, Deed Records
8. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: Richard Burton and Larry Johnson
Recorded: December 6, 1974
Instrument No.: 213-943, Deed Records
9. Limited access provisions contained in Deed from Jacob M. Wolfe and Virginia M. Wolfe, Husband and Wife to State of Oregon, by and through its State Highway Commission, which provided that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,
Recorded: June 29, 1971
Instrument No.: 302-150, Deed Records

10. Limited access provisions contained in Deed from Jacob M. Wolfe and Virginia M. Wolfe, Husband and Wife to State of Oregon, by and through its State Highway Commission, which provided that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,
Recorded: June 29, 1979
Instrument No.: 302-152, Deed Records
11. Slope easement as set out in instrument,
Recorded: June 29, 1979
Instrument No.: 302-152, Deed Records
12. Development Agreement, including the terms and provisions thereof, between Deschutes County, a political subdivision of the State of Oregon and Fred Meyer, Inc., recorded March 23, 1990, Instrument No. 205-65, Deschutes County Records.
13. Limited access provisions contained in Deed between to State of Oregon, by and through its State Highway Commission and Fred Meyer, Inc., which provided that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,
Recorded: October 10, 1990
Instrument No.: 220-1282, Deschutes County Records
14. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: PacifiCorp, a Corporation dba Pacific Power & Light Company
Recorded: October 31, 1990
Instrument No.: 222-653, Deschutes County Records
15. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: Bend Cable Communications, Inc., an Oregon Corporation
Recorded: October 31, 1990
Instrument No.: 222-657, Deschutes County Records
16. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted for: Waterline easement
Recorded: October 31, 1990
Instrument No.: 222-826, Deschutes County Records

Easement, Rights-of-Way, and Permit Assignment and Assumption Agreement, including the terms and provisions thereof, recorded September 5, 2014, Instrument No. 2014-29435, Deschutes County Records.
17. Easements and Restrictions as contained in Declaration of Reciprocal Easement (Bend Fred Meyer) recorded October 31, 1990, Instrument No. 222-662, Deschutes County Records.

Certification and Agreement as to Declaration of Reciprocal Easements (Bend Frey Meyer), including the terms and provisions thereof, between Fred Meyer, Inc., 150 Spear Street Associates, a California Limited Partnership, and New York Life Insurance Company, a New York Corporation, recorded December 14, 1990, Instrument No. 225-264, Deschutes County Records.

Amendment No. 1 to Declaration of Reciprocal Easements (Bend Frey Meyer) by instrument recorded September 6, 1995, Instrument No. 383-2938, Deschutes County Records.

18. Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any.

Amount: \$6,500,000.00
Recorded: December 14, 1990
Instrument No.: 225-279, Deschutes County Records
Grantor: 150 Spear Street Associates, a California Limited Partnership
Trustee: Ticor Title Insurance Company
Beneficiary: New York Life Insurance Company

Amended and Restated Trust Deed, Assignment of Leases and Rents and Security Agreement, including the terms and provisions thereof, recorded January 10, 2001, Instrument No. 2001-1364, Deschutes County Records.

The effect, if any, of a Substitution of Trustee and Deed of Full Reconveyance in which New York Life Insurance Company appoints itself as Substitution Trustee and executes the Deed of Full Reconveyance, including the terms and provisions thereof, recorded May 6, 2011, Instrument No. 2011-16941, Deschutes County Records.

19. Assignment of Rents, including the terms and provisions thereof

Executed by: 150 Spear Street Associates, a California Limited Partnership
To: New York Life Insurance Company
Recorded: December 14, 1990
Instrument No.: 225-329, Deschutes County Records

20. Lease, including the terms and provisions thereof, a Memorandum of which was,

Recorded: November 1, 1990
Instrument No.: 222-1032, Deschutes County Records
Lessor: 150 Spear Street Associates, a California Limited Partnership
Lessee: Fred Meyer, Inc., a Delaware Corporation

Memorandum of Assignment of Lease, including the terms and provisions thereof, between 150 Spear Street Associates, a California Limited Partnership and Joseph Pell, recorded December 22, 1993, Instrument No. 323-1942, Deschutes County Records.

Assignment of Lease, including the terms and provisions thereof, between Joseph Pell and Eda Pell, trustees of the Joseph Pell and Eda Pell Revocable Trust dated August 18, 1989, recorded January 10, 2001, Instrument No. 2001-1366, Deschutes County Records.

The lien of the above Lease was subordinated to the lien of the Deed of Trust shown as Exception No. 18 above by instrument,

Dated: December 12, 1990
Recorded: December 14, 1990
Instrument No.: 225-0346, Deschutes County Records.

21. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein

As granted to: Arnold Irrigation District
Recorded: December 20, 1990
Instrument No.: 225-1229, Deschutes County Records

22. Declaration of Reciprocal Easement Agreement, including the terms and provisions thereof, recorded October 10, 1991, Instrument No. 247-0399, Deschutes County Records.

23. Financing Statement, including the terms and provisions thereof, between Joseph Pell and Eda Pell, trustees of the Joseph Pell and Eda Pell Revocable Trust dated August 18, 1989 and New York Life Insurance Company, recorded November 24, 2004, as Instrument No.2004-70397, Deschutes County Records.

Continuation, including the terms and provisions thereof, recorded June 10, 2009, Instrument No. 2009-24423, Deschutes County Records.

24. Sewer Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: City of Bend, an Oregon Municipal Corporation
Recorded: October 11, 2005
Instrument No.: 2005-39027, Deschutes County Records
25. Public Facility Improvements Agreement, including the terms and provisions thereof, between City of Bend, an Oregon Municipal Corporation and Pell Oregon Limited Partnership, recorded January 23, 2007, Instrument No. 2007-04608, Deschutes County Records.
26. Water Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: City of Bend, an Oregon Municipal Corporation
Recorded: January 23, 2007
Instrument No.: 2007-64609, Deschutes County Records
27. Utility and Public Access Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: City of Bend, an Oregon Municipal Corporation
Recorded: January 23, 2007
Instrument No.: 2007-04610, Deschutes County Records
28. Vacation Ordinance No. NS-2063, including the terms and provisions thereof, recorded September 4, 2007, Instrument No. 2007-48446, Deschutes County Records.
29. Easements for utilities over and across the premises formerly included within the boundaries of Fred Meyer Drive, now vacated, if any such exist.
30. Water Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: City of Bend, an Oregon Municipal Corporation
Recorded: June 27, 2013
Instrument No.: 2013-26957, Deschutes County Records
31. Leases and tenancies, if any.
32. The terms and provisions of Pell Oregon Limited Partnership Agreement, a copy of which should be furnished for our examination prior to closing.

NOTE: No liability is assumed if a financing statement is filed in the office of the County Clerk covering fixtures wherein the land is described other than by metes and bounds, the rectangular survey system, or by recorded lot and block.

NOTE: Underwriter's portion of the total title insurance premium (include endorsements and additional risk premiums) 11.25%.

NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

RR:kg

Report #2: Supplemented to correct spelling of Vesting.

EXHIBIT "A"

A parcel of land being a portion of Tracts 16, 17, 18, 19, 20, and 21 of the plat of Reed Highway Acreage, Section 08, Township 18 South, Range 12, City of Bend, East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Commencing at a ½" diameter brass cap marking the North One-quarter corner of said Section 08; thence along the West boundary of said plat South 00°33'11" West a distance of 1590.58 feet to ½" diameter iron pipe marking the Southwest corner of Tract 23 of said plat; thence along the South boundary of Tracts 23 and 22 of said plat South 89°59'59" East a distance of 538.10 feet to the Southeast corner of said Tract 22; thence along the boundary common to Tracts 22 Non-Disturbance, Attornment and Subordination Agreement 21 of said plat North 00°04'25" East a distance of 451.87 feet to the True Point of Beginning of this description; thence continuing along said common boundary North 00°04'25" East a distance of 418.85 feet to the Northwest corner of said Tract 21; thence along the North boundary of said Tract 21, 20, 19, and 18 of said plat the following Two (2) curves and Two (2) tangents:

252.27 feet along a non-tangent curve to the left with a radius of 700.00 feet, the chord of which bears North 61°21'17" East a distance of 250.91 feet;

North 51°01'49" East a distance of 365.54 feet;

191.11 feet along the arc of a tangent curve to the right with a radius of 150.00 feet, the chord of which bears North 87°31'49" East for a distance of 178.45 feet;

South 55°58'11" East a distance of 469.77 feet;

Thence leaving said North boundary South 33°23'42" West a distance of 179.91 feet; thence South 56°34'08" East a distance of 264.69 feet to a point on the Westerly right of way line of the Dalles-California Highway; thence along said right of way line South 35°53'42" West a distance of 597.54 feet; thence leaving said right of way line North 56°34'08" West a distance of 235.59 feet; thence South 33°25'52" West a distance of 158.02 feet to a point on the Northerly right of way line of Fred Meyer Drive; thence along said right of way line the following Two (2) courses:

North 76°31'05" West a distance of 73.27 feet;

North 56°34'08" West a distance of 436.86 feet to the Northeast corner of that portion of Fred Meyer Drive vacated per City of Bend Ordinance NS-2063;

Thence along the North boundary of said vacated Parcel continuing North 56°34'08" West a distance of 19.23 feet; thence leaving said North boundary North 89°59'59" West a distance of 108.53 feet to the point of beginning, the terminus of this description.

51↓

AFTER RECORDING RETURN TO:
CLARE H. SPRINGS, ESQ.
Titchell, Maltzman, Mark & Ohleyer, P.C.
650 California Street, 25th Floor
San Francisco, CA 94108

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-28523



\$51.00

04/30/2003 12:39:32 PM

D-D Cnt=1 Stn=11 JEFF
\$25.00 \$11.00 \$10.00 \$5.00

UNTIL A CHANGE IS REQUESTED ALL
TAX STATEMENTS SHALL BE SENT
TO THE FOLLOWING ADDRESS:

Pell Oregon Limited Partnership
100 Smith Ranch Road, Suite 325
San Rafael, CA 94903

BARGAIN AND SALE DEED

Statutory Form

THE JOSEPH PELL AND EDA PELL REVOCABLE TRUST dated August 18, 1989, JOSEPH PELL and EDA PELL, Trustees, Grantor, conveys to

PELL OREGON LIMITED PARTNERSHIP, a California limited partnership, Grantee,

an undivided ninety-nine percent (99%) interest in that certain real property in the County of Deschutes, State of Oregon, described on attached Exhibit A.

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.

The true consideration for this conveyance is \$OTHER. *Value*

Dated: April 28, 2003; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

STATE OF CALIFORNIA)
COUNTY OF MARIN) ss.

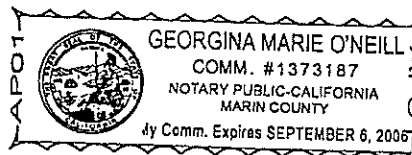
On April 28, 2003 before me, Georgina Marie O'Neill, Notary Public, personally appeared JOSEPH PELL and EDA PELL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Joseph Pell
JOSEPH PELL, Trustee

Eda Pell
EDA PELL, Trustee

WITNESS my hand and official seal.

Signature *Georgina Marie O'Neill*
Notary Public



After recording, return to
Amerititle
15 OREGON AVENUE, BEND

ENV.

The real property consists of the following:

Parcel 1:

A parcel of land located in the Plat of Reed Highway Acreage, Section Two (2), in Section Eight (8), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron rod with a plastic cap stamped "HWA-1678" on the Westerly Right of Way Line of the Dalles-California Highway (Highway 97) which is 50 feet right at right angle to engineers centerline station 128+08.33 and which bears South 42°49'30" West, a distance of 1292.31 feet from the Northeast Corner of said Section 8 and also bears North 54°45'18" East, a distance of 1158.46 feet from a 2" iron pipe which marks the intersection of the East Boundary line of Tract 21 of said Plat of Reed Highway Acreage, Section 2 and the Northerly Right of Way line of Reed Avenue; thence along said Westerly Right of Way line South 35°57'50" West, a distance of 208.76 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678" which is 50 feet right at a right angle to engineers centerline station 130+17.10; thence South 35°57'50" West, a distance of 388.78 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; thence North 56°30'00" West, a distance of 235.59 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; thence South 33°30'00" West, a distance of 158.02 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; thence North 76°26'57" West, a distance of 73.27 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; thence North 56°30'00" West, a distance of 586.02 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678" on the Westerly boundary line of Tract 21 of said Plat of Reed Highway Acreage, Section 2; thence along said Westerly boundary line North 00°08'33" East, a distance of 347.27 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678" marking the Northwest corner of said Tract 21; thence along the Northerly boundary line of said Tract 21 and Tracts 20, 19 & 18 of said Plat of Reed Highway Acreage, Section 2, the following 2 curves and 2 bearings and distances:

Around a 700.00 foot radius curve left 252.28 feet (chord bears North 61°25'26" East, 250.92 feet) (Record: 700.00 foot radius curve left 252.47 feet) to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; North 51°05'57" East, a distance of 365.54 feet (Record: North 51°00' East, a distance of 365.27 feet) to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; around a 150.00 foot radius curve right 191.11 feet (chord bears North 87°35'57" East, 178.45 feet) (Record: 150.00 foot radius curve right, 191.11 feet) to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; South 55°54'03" East, a distance of 469.77 feet (Record bearing South 56°00' East) to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; thence South 33°27'50" West, a distance of 179.91 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; thence South 56°30'00" East, a distance of 264.69 feet to the Point of Beginning.

TOGETHER WITH a parcel of land located in the Plat of Reed Highway Acreage, Section 2, in Section 8, Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon being more particularly described as follows:

Beginning at a 5/8" iron rod with a plastic cap stamped "HWA-1678" on the Westerly Boundary Line of Tract 21 of said Plat of Reed Highway Acreage, Section 2, which bears South 52°09'51" West, a distance of 2626.40 feet from the Northeast Corner of said Section 8 and also bears North 88°47'01" West, a distance of 249.74 feet from a 2" iron pipe which marks the intersection of the East boundary line of Tract 21 of said Plat of Reed Highway Acreage, Section 2 and the Northerly Right of Way Line of Reed Avenue; thence along said Westerly boundary line of said Tract 21, North 00°08'33" East, a distance of 422.67 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; thence South 56°30'00" East, a distance of 23.94 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678" to the West Line of the property as described in Book 217, Page 85, Deed Records; thence along said property line South 00°08'33" West, a distance of 409.48 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; thence North 89°55'51" West, a distance of 20.00 feet to the Point of Beginning, the terminus of this description.

TOGETHER WITH those easements contained in Declaration of Reciprocal Easements recorded October 31, 1990, in Book 222, Page 662, Deschutes County Records, and as modified by document recorded December 14, 1990, in Book 225, Page 264, Deschutes County Records, across the following described parcels:

PARCEL B:

A parcel of land located in the Plat of REED HIGHWAY ACREAGE, SECTION 2, in Section 8, Township 18 South, Range 12, East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron rod with a plastic cap stamped HWA-1678 on the Westerly right of way line of The Dalles-California Highway (Highway 97) which is 50 feet right at right angle to engineers centerline station 128 + 08.33 and which bears South 42°49'30" West, a distance of 1292.31 feet from the NE corner of said Section 8 and also bears North 54°45'18" East, a distance of 1158.46 feet from a 2" iron pipe which marks the intersection of the East boundary line of Tract 21 of said Plat of REED HIGHWAY ACREAGE, SECTION 2 and the Northerly right of way line of Reed Avenue; thence North 56°30'00" West, a distance of 264.69 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678; thence North 33°27'50" East, a distance of 179.91 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678 on the Northerly boundary line of Tract 18 of said Plat of REED HIGHWAY ACREAGE, SECTION 2; thence along said Northerly right of way line South 55°54'03" East, a distance of 272.44 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678 at the intersection of said Northerly boundary line of said Tract 18 and said Westerly right of way line of The Dalles-California Highway (Highway 97), said intersect point is 50 feet right at a right angle to engineers centerline station 126+31.11 on The Dalles-California Highway (Highway 97); thence along said Westerly right of way line South 35°57'49" West, a distance of 177.22 feet to the point of beginning, the terminus of this description.

PARCEL C:

A parcel of land located in the Plat of REED HIGHWAY ACREAGE, SECTION 2, in Section 8, Township 18 South, Range 12, East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron rod with a plastic cap stamped HWA-1678 which is 50 feet right at a right angle to engineers centerline station 134 + 05.87 on The Dalles-California Highway (Highway 97) and which bears South 40°39'25" West, a distance of 1886.92 feet from the NE corner of said Section 8 and also bears North 72°44'39" East, a distance of 623.24 feet from a 2" iron pipe which marks the intersection of the East boundary line of Tract 21 of said Plat of REED HIGHWAY ACREAGE, SECTION 2 and the Northerly right of way line of Reed Avenue; thence South 35°57'50" West, a distance of 158.17 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678; thence South 79°43'55" West, a distance of 36.140 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678; thence North 56°30'00" West, a distance of 177.69 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678; thence North 11°30'00" West, a distance of 35.36 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678; thence North 33°30'00" East, a distance of 158.02 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678; thence South 56°30'00" East, a distance of 235.59 feet to the point of beginning, the terminus of this description.

PARCEL E:

A parcel of land located in the Plat of REED HIGHWAY ACREAGE, SECTION 2, in Section 8, Township 18 South, Range 12, East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron rod with a plastic cap stamped HWA-1678 on the East line of the property as described in Book 217, Page 85, Deed Records, which bears South 50°25'48" West, a distance of 2529.26 feet from the NE corner of said Section 8 and also bears North 87°38'32" West, a distance of 125.21 feet from a 2" iron pipe which marks the intersection of the East boundary line of Tract 21 of said Plat of REED HIGHWAY ACREAGE, SECTION 2 and the Northerly right of way line of Reed Avenue; thence along said East property line North 00°08'33" East, a distance of 320.46 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678; thence South 89°51'27" East, a distance of 30.44 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678; thence South 56°30'00" East, a distance of 346.13 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678; thence South 11°30'00" East, a distance of 35.36 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678; thence South 33°30'00" West, a distance of 113.94 feet to a 5/8" iron rod with a plastic cap stamped HWA-1678; thence North 89°55'51" West, a distance of 264.03 feet to the point of beginning, the terminus of this description.

The foregoing property includes all improvements located on Parcels 1 and 2 (consisting of a one-story retail building containing approximately 195,800 square feet, on-site parking for approximately 1,082 vehicles, and related improvements); provided that the term "improvements", as used herein, shall not include any of the machinery, equipment, tenant improvements and fixtures (a) installed by Fred Meyer, Inc. or its lessees or occupants in, on, or about the real property, and (b) not used or procured for use directly in connection with the operation, maintenance and protection of the real property, as such, but used or procured for use directly in connection with the business conducted thereon (such as refrigerated cases, other cases, shelving, gondolas, signs, cash registers, cash register islands and safes (whether or not affixed to the real property), refrigeration and garbage compaction (which as presently constituted is not, and should not be construed as being, affixed to the real property), furniture, furnishings and other personal property); provided further, that in no event shall the foregoing exclusions from the property conveyed to Grantee hereunder include any element of the building shell, the building systems (including without limitation the electrical, plumbing, fire protection and mechanical systems which are integral to the building), and all other integral parts of the building (such as doors, light fixtures, plumbing fixtures, and HVAC components installed in the building, and all subsequent replacements thereof).

FILE ADDENDUM

(NOT to be included with Exhibit A)

File 9008-068

Drawing Sketch

David R. Williams, Hickman, Williams & Associates, Inc. 12-4-2015

Third Street: Franklin Avenue to Murphy Road
U.S. Highway 97 Business
Deschutes County
Non-Throughway

ASL DEVELOPERS, LLC

Parcel access language: None

This parcel lies within the NE1/4 of Section 8, T 18 S, R 12 E, W.M.

This parcel lies within Tax Lot 181208A0-00200 of Deschutes County.

Remainder: 1.08 acres

[Note: Remainder area is all of grantor's property lying outside any fee takings. All easements being acquired are included within the remainder area]

Prior files, recorded documents, and access control:

(EXHIBIT A - NEXT PAGE)

PARCEL 1 – Fee

A parcel of land lying in Tract 18, Reed Highway Acreage Section 2, City of Bend, Deschutes County, Oregon and being a portion of that property described in that deed to ASL DEVELOPERS, LLC, Recorded May 24, 2006 in Volume 2006, Page 35836, Deschutes County Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the West side of the center line of South 3rd Street, which center line is described as follows:

Beginning at Engineer's center line Station 45+00, said station being 1826.84 feet North and 2290.09 feet West of the South One-Quarter corner of Section 33, Township 17 South, Range 12 East, W.M., thence South 00°02'25" East a distance of 5023.25 feet; thence 264.07 feet along the arc of a 573.69 foot radius curve right, (the long chord of which bears South 13°08'47" West for a distance of 261.74 feet); thence South 26°19'59" West a distance of 397.39 feet; thence 240 feet on a spiral curve left (the long chord of which bears South 23°56'00" West a distance of 239.83 feet); thence 81.30 feet along the arc of a 954.93 foot radius curve left, (the chord of which bears South 16°41'39" West for a distance of 81.27 feet); thence 240 feet on a spiral curve left (the long chord of which bears South 09°27'18" West a distance of 239.83 feet); thence South 07°03'19" West a distance of 461.20 feet; thence 500 feet on a spiral curve right (the long chord of which bears South 11°13'13" West a distance of 498.94 feet); thence 77.03 feet along the arc of a 1145.92 foot radius curve right, (the long chord of which bears South 21°28'51" West for a distance of 77.01 feet); thence 500 feet on a spiral curve right (the long chord of which bears South 31°44'30" West a distance of 498.94 feet); thence South 35°54'24" West a distance of 3001.74 feet; thence 500 feet on a spiral curve left (the long chord of which bears South 32°59'26" West a distance of 499.48 feet); thence 45.95 feet along the arc of a 1637.02 foot radius curve left, (the long chord of which bears South 26°21'09" West for a distance of 45.95 feet); thence 500 feet on a spiral curve left (the long chord of which bears South 19°42'52" West a distance of 499.48 feet); thence South 16°47'54" West a distance of 3753.63 feet to Engineer's center line Station 201+02.66.

Bearing based on the record of survey by Hickman, Williams and Associates and recorded in the Deschutes County Survey Records, as CS18732.


The width in feet of said strip of land is as follows:

Station	to	Station	Width on West Side of Center Line
127+20.62		127+80.42	56.00'
127+80.42		128+20.00	56.00' in a straight line to 70.41'

The parcel of land to which this description applies contains:

663 square feet more or less, outside the existing right-of-way

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 19, 1994
DAVID R. WILLIAMS
2686


RENEWAL DATE: 06/30/16

12/04/15

NE1/4 OF SECTION 8, T18S, R12E, W.M., CITY OF BEND,
DESCHUTES COUNTY, OREGON

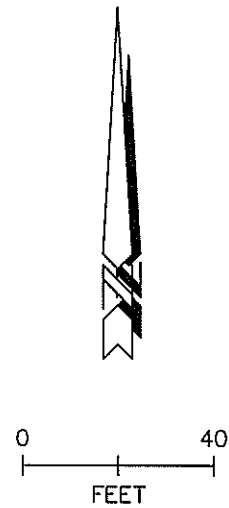
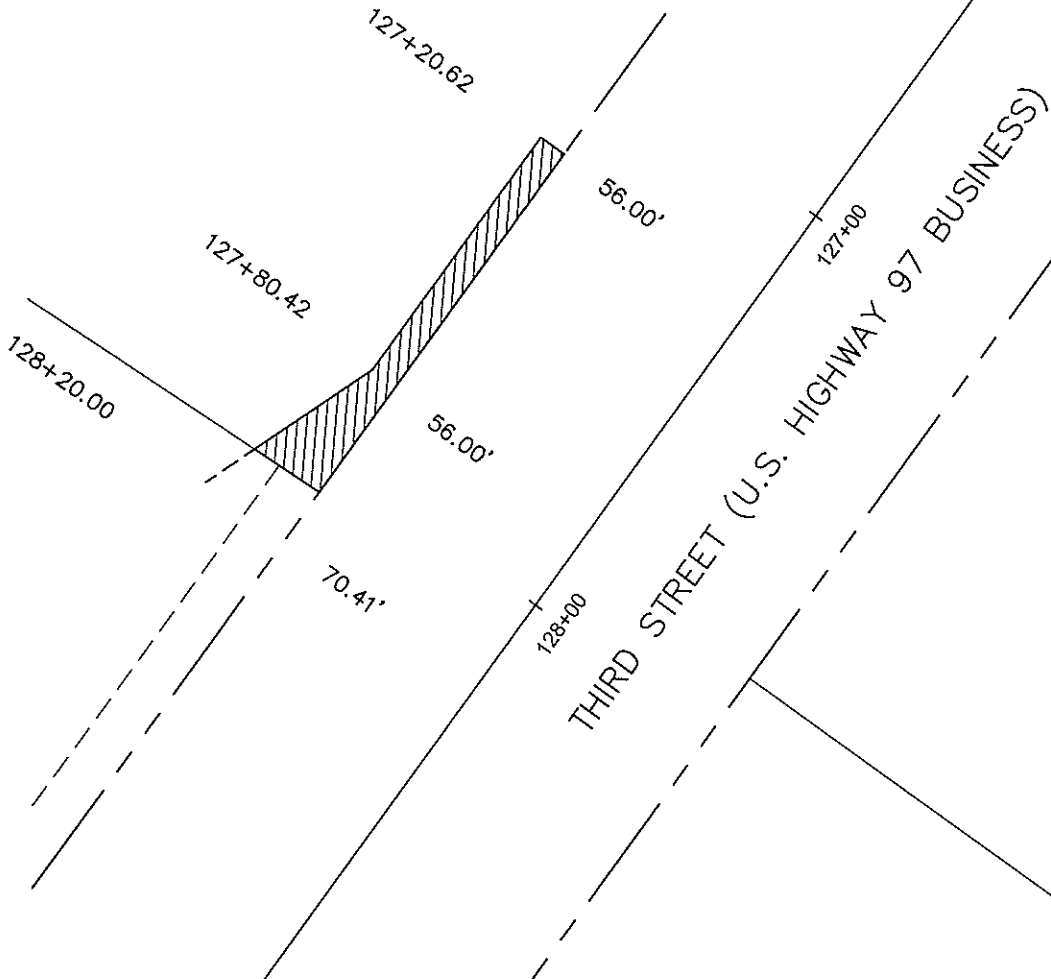
TRACT 18

REED HIGHWAY
ACREAGE
SECTION 2

 PARCEL 1 - FEE
663 SQ. FT.

CANAL

ASL DEVELOPERS, LLC
VOL. 2006 PG. 35836
1.08 ACRES REMAINING



HWA SURVEYORS, ENGINEERS
& PLANNERS
HICKMAN, WILLIAMS & ASSOCIATES, INC
43730 O.S. RILEY ROAD, SUITE 100
BEND, OREGON 97701
PHONE: 541.381.9351 FAX: 541.388.5416

THIRD STREET: FRANKLIN AVENUE TO MURPHY ROAD

U.S. HIGHWAY 97 BUSINESS

FILE: 9008-068

SCALE: 1" = 40'

DRAWN BY: JAM

DATE: 12/4/15

SHEET
1/1



15 OREGON AVE
BEND, OR 97701
(541) 389-7711 * Fax (541) 389-0506

Oregon Department of Transportation
c/o Right of Way & Survey
63055 N Hwy 97 Bldg M
Bend, OR 97701
Attn: Mary Whitaker

January 9, 2015

Report #1

Title Number: 156700

Title Officer: Rich Randall

Your Reference: South 3rd Street ADA

PRELIMINARY TITLE REPORT

Property Address:

61545 Highway 97, Bend, OR 97702

Policy or Policies to be issued:
STANDARD OWNER'S POLICY

<u>Liability</u>	<u>Premium</u>
\$To Follow	\$200.00

We are prepared to issue ALTA (06/17/2006) title insurance policy(ies) of CHICAGO TITLE INSURANCE COMPANY, in the usual form insuring the title to the land described as follows:

SEE EXHIBIT "A" ATTACHED

and dated as of January 9, 2015 at 7:00 a.m., title is vested in:

Vestee:

ASL DEVELOPERS, LLC

The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

Schedule B of the policy(ies) to be issued will contain the following general and special exceptions unless removed prior to issuance:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

SPECIAL EXCEPTIONS:

Tax Information

Taxes assessed under Code No. 1-001 Map and Tax Lot Number 18 12 08A0 00200
Account No. 177088

NOTE: The 2014-2015 Taxes: \$35,783.46, paid in full.

6. City Liens, if any, of the City of Bend. **(No inquiry has been made, and if search is requested, a charge of \$25.00 per account will be added).**
7. Limited access provisions contained in Deed from Jacob M. Wolfe and Virginia M. Wolfe, husband and wife to State of Oregon, by and through its State Highway Commission, which provided that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,
Recorded: June 29, 1971
Instrument No.: 302-150, Deed Records
8. Slope easement as set out in instrument,
Recorded: June 29, 1979
Instrument No.: 302-152, Deed Records
9. Development Agreement, including the terms and provisions thereof, between Deschutes County, a political subdivision of the State of Oregon and Fred Meyer, Inc., recorded March 23, 1990, Instrument No. 205-65, Deschutes County Records.
10. Consent to Annexation, including the terms and provisions thereof, recorded June 19, 1990, Instrument No. 211-1967, Deschutes County Records.

11. Limited access provisions contained in Deed from Fred Meyer, Inc., a Delaware corporation to State of Oregon, by and through its State Highway Commission, which provided that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,
Recorded: October 10, 1990
Instrument No.: 220-1282, Deschutes County Records

12. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: PacifiCorp, a corporation, dba Pacific Power & Light Company
Recorded: October 31, 1990
Instrument No.: 222-653, Deschutes County Records

13. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: Bend Cable Communications, Inc., an Oregon corporation
Recorded: October 31, 1990
Instrument No.: 222-657, Deschutes County Records

Easement, rights-of-way, and permit assignment and assumption agreement, including the terms and provisions thereof, recorded March 3, 1999, Instrument No. 1999-10582, Deschutes County Records.

14. Easements and Restrictions, including the terms and provisions thereof, as contained in Declaration of Reciprocal Easement (Bend Fred Meyer), recorded October 31, 1990, in Book 222, Page 662, Deschutes County Records.

Amendment No. 1 to Declaration of Reciprocal Easements (Bend Fred Meyer), including the terms and provisions thereof, recorded September 6, 1995, Instrument No. 95-31178, Deschutes County Records.

15. Special Warranty Deed with Restrictive Covenants, including the terms and provisions thereof, recorded September 6, 1995, Instrument No. 95-31179, Deschutes County Records.

16. Lease, including the terms and provisions thereof, a Memorandum of which was,
Dated: June 30, 1995
Recorded: September 6, 1995
As Instrument No.: 95-31182, Deschutes County Records
Lessor: No Apples I – Bend, L.L.C., a Washington limited liability company
Lessee: United Merchandising Corp., a California corporation

17. Lease, including the terms and provisions thereof, a Memorandum of which was,
Dated: January 18, 1996
Recorded: April 16, 1996
As Instrument No.: 96-13590, Deschutes County Records
Lessor: No Apples I – Bend L.L.C., a Washington limited liability company
Lessee: Payless Shoesource, Inc., a Missouri corporation

18. Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any.

Amount: \$1,000,000.00
Dated: April 27, 1996
Recorded: May 2, 1996
Instrument No.: 96-15912, Deschutes County Records
Grantors: Ronald F. Angell and Margaret M. Angell, husband and wife; Fred H. Lundblade, Jr., a married man; and Robert W. Spencer and Mary A. Spencer, individually as husband and wife and as Trustees of the Spencer 1994 Family Trust
Trustee: First American Title Company of Deschutes County
Beneficiary: General Electric Capital Assurance Company

The terms of said Trust Deed were modified by instrument,

Recorded: May 24, 2006
Instrument No.: 2006-35837, Deschutes County Records

Subordination Agreement, including the terms and provisions thereof, recorded May 2, 1996, Instrument No. 408-0372, Deschutes County Records.

Non-Disturbance, Attornment and Subordination Agreement, including the terms and provisions thereof, recorded May 2, 2006, Instrument No. 408-0358, Deschutes County Records.

19. Leases and tenancies, if any.

NOTE: The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

Grantor: Ronald F. Angell and Margaret M. Angell, husband and wife, Fred H. Lundblade, Jr., a married man and Robert W. Spencer and Mary A. Spencer, individually as husband and wife and as Trustee of the Spencer 1994 Family Trust
Grantee: ASL Developers, LLC, an Oregon limited liability company
Recorded: May 24, 2006
Instrument No: 2006-35836, Deschutes County Records

NOTE: Underwriter's portion of the total title insurance premium (include endorsements and additional risk premiums) 10.0%.

NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

Order No. 156700

Page 5

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

RR:sh

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT "A"

A parcel of land located in the Plat of REED HIGHWAY ACREAGE, SECTION 2 in Section Eight (8), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELE (12) EAST OF THE WILLAMETTE MERIIDAN, Deschutes County, Oregon, and being more particularly described as follows:

Beginning at a 5/8" iron rod with a plastic cap stamped "HWA-1678" on the Westerly right of way line of the Dalles-California Highway (Highway 97) which is 50 right feet at a right angle to engineers centerline station 128+08.33 and which bears South 42° 49' 30" West a distance of 1292.31 feet from the Northeast corner of said Section 8 and also bears North 54° 45' 18" East a distance of 1158.46 feet from a 2" iron pipe which marks the intersection of the East boundary line of Tract 21 of said Plat of REED HIGHWAY ACREAGE, SECTION 2 and the Northerly right of way line of Reed Avenue; thence North 56° 30' 00" West a distance of 264.69 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; thence North 33° 27' 50" East a distance of 1791.91 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678" on the Northerly boundary line of Tract 18 of said Plat of REED HIGHWAY ACREGE, SECTION 2; thence along said Northerly right of way line South 55° 54' 03" East a distance of 272.44 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678" at the intersection of said Northerly boundary line of said Tract 18 and said Westerly right of way line of the Dalles-California Highway (Highway 97) said intersect point is 50 feet right at a right angle to engineers centerline station 126+31.11 on the Dalles-California Highway (Highway 97); thence along said Westerly right of way line South 35° 57' 49" West a distance of 177.22 feet to the "Point of Beginning," the terminus of this description.

Together with easements under Declaration of Reciprocal Easements dated October 18, 1990 and recorded October 31, 1990, in Book 222, Page 662, as amended by instruments recorded December 14, 1990, in Book 225, Page 264, October 10, 1994 in Book 247, Page 399, and September 6, 1995 in Book 383, Page 2938, Deschutes County Official Records.

173933-39

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-35836



\$61.00

00465634200600358360070070

05/24/2006 12:07:20 PM

D-D Cnt=1 Stn=2 LADENEL
\$35.00 \$11.00 \$10.00 \$5.00



After recording return to:
First American Title
200 SW Market Street, Suite 250
Portland, Oregon 97201

Until a change is requested all tax statements
shall be sent to the following address:
No Change

File No.: NCS-232389-OR1 (RB)
Date: May 15, 2006

STATUTORY BARGAIN AND SALE DEED

Ronald F. Angell and Margaret M. Angell, husband and wife, Fred H. Lundblade, Jr., a married man and Robert W. Spencer and Mary A. Spencer, individually as husband and wife and as Trustees of the Spencer 1994 Family Trust, Grantor, conveys to ASL Developers, LLC, an Oregon limited liability company, Grantee, the following described real property:

See Exhibit "A" attached hereto and made a part hereof

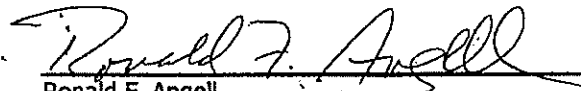
The true consideration for this conveyance is **\$0.00**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

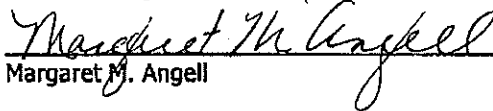
Dated this 23 day of May, 2006.

This Bargain and Sale Deed may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Bargain and Sale Deed.

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709



Ronald F. Angell



Margaret M. Angell

Fred H. Lundblade, Jr.

Robert W. Spencer, Individually

Mary A. Spencer, Individually

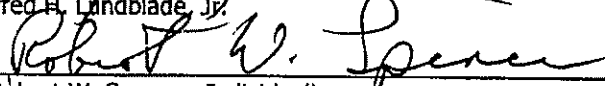
Robert W. Spencer, Trustee of the Spencer 1994 Family Trust

Mary A. Spencer, Trustee of the Spencer 1994 Family Trust

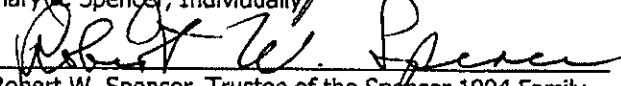
Ronald F. Angell

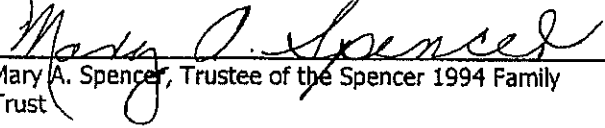
Margaret M. Angell


Fred H. Landblade, Jr.


Robert W. Spencer, Individually


Mary A. Spencer, Individually


Robert W. Spencer, Trustee of the Spencer 1994 Family Trust


Mary A. Spencer, Trustee of the Spencer 1994 Family Trust

APN:

Bargain and Sale Deed
- continued

File No.: NCS-232389-OR1 (RB)
Date: 05/15/2006

STATE OF

)
)ss.
)

County of

This instrument was acknowledged before me on this _____ day of _____, 20____
by **Ronald F Angell**.

Notary Public for
My commission expires:

STATE OF

)
)ss.
)

County of

This instrument was acknowledged before me on this _____ day of _____, 20____
by **Margaret M. Angell**.

Notary Public for
My commission expires:

STATE OF **CALIFORNIA**

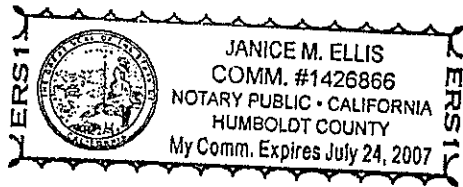
)
)ss.
)

County of **HUMBOLDT**

This instrument was acknowledged before me on this 18th day of May, 20 06
by **Fred H. Lundblade, Jr.**

Janice M. Ellis

Janice M. Ellis
Notary Public for **California**
My commission expires: **07/24/07**



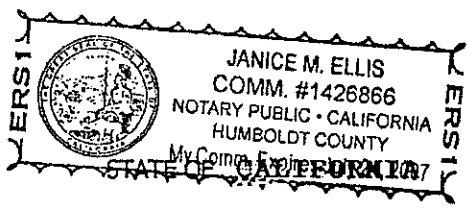
APN:

Bargain and Sale Deed
- continued

File No.: NCS-232389-OR1 (RB)
Date: 05/15/2006

STATE OF CALIFORNIA)
)ss.
County of HUMBOLDT)

This instrument was acknowledged before me on this 18th day of May, 20 06
by **Mary A. Spencer.**

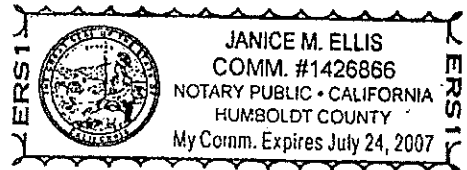


Janice M. Ellis

Janice M. Ellis
Notary Public for California
My commission expires: 07/24/07

STATE OF CALIFORNIA)
)ss.
County of HUMBOLDT)

This instrument was acknowledged before me on this 18th day of May, 20 06
by **Robert W. Spencer.**

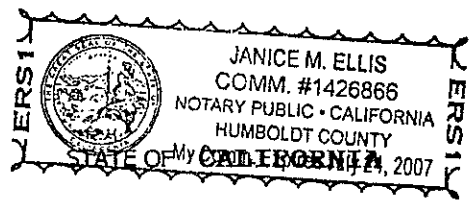


Janice M. Ellis

Janice M. Ellis
Notary Public for California
My commission expires: 07/24/07

STATE OF CALIFORNIA)
)ss.
County of HUMBOLDT)

This instrument was acknowledged before me on this 18th day of May, 20 06
by **Robert W. Spencer as Trustee of the Spencer 1994 Family Trust on behalf of said Trust.**

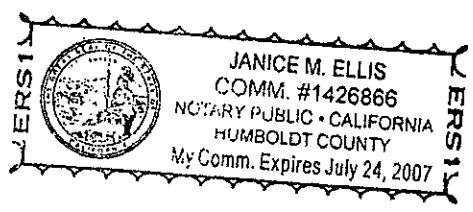


Janice M. Ellis

Janice M. Ellis
Notary Public for California
My commission expires: 07/24/07

STATE OF CALIFORNIA)
)ss.
County of HUMBOLDT)

This instrument was acknowledged before me on this 18th day of May, 20 06
by **Mary A. Spencer as Trustee of the Spencer 1994 Family Trust on behalf of said Trust.**



Janice M. Ellis

Janice M. Ellis
Notary Public for California
My commission expires: 07/24/07

APN:

Bargain and Sale Deed
- continued

File No.: NCS-232389-OR1 (RB)
Date: 05/15/2006

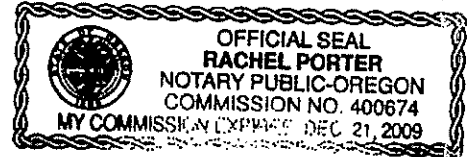


STATE OF Oregon)
County of Deschutes) ss.
)

This instrument was acknowledged before me on this 18 day of MAY, 2006
by **Ronald F Angell.**

Rachel Porter

Notary Public for Oregon
My commission expires:
Dec 21, 2009



STATE OF Oregon)
County of Deschutes) ss.
)

This instrument was acknowledged before me on this 18 day of MAY, 2006
by **Margaret M. Angell.**

Rachel Porter

Notary Public for Oregon
My commission expires:
Dec 21, 2009

STATE OF)
County of) ss.
)

This instrument was acknowledged before me on this _____ day of _____, 20____
by **Fred H. Lundblade, Jr.**

Notary Public for
My commission expires:

Exhibit "A"

The Property is located in the County of Deschutes, State of Oregon, and is legally described as follows:

A parcel of land located in the Plat of REED HIGHWAY ACREAGE, SECTION 2 in Section Eight (8), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, and being more particularly described as follows:

Beginning at a 5/8" iron rod with a plastic cap stamped "HWA-1678" on the Westerly right of way line of The Dalles-California Highway (Highway 97) which is 50 right feet at a right angle to engineers centerline station 128+08.33 and which bears South 42°49'30" West a distance of 1292.31 feet from the Northeast corner of said Section 8 and also bears North 54°45'18" East a distance of 1158.46 feet from a 2" iron pipe which marks the intersection of the East boundary line of Tract 21 of said Plat of REED HIGHWAY ACREAGE, SECTION 2 and the Northerly right of way line of Reed Avenue; thence North 56°30'00" West a distance of 264.69 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678"; thence North 33°27'50" East a distance of 179.91 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678" on the Northerly boundary line of Tract 18 of said Plat of REED HIGHWAY ACREAGE, SECTION 2; thence along said Northerly right of way line South 55°54'03" East a distance of 272.44 feet to a 5/8" iron rod with a plastic cap stamped "HWA-1678" at the intersection of said Northerly boundary line of said Tract 18 and said Westerly right of way line of the Dalles-California Highway (Highway 97) said intersect point is 50 feet right at a right angle to engineers centerline station 126+31.11 on the Dalles California Highway (Highway 97); thence along said Westerly right of way line South 35°57'49" West a distance of 177.22 feet to the "Point of Beginning", the terminus of this description.

Together with easements under Declaration of Reciprocal Easements dated October 18, 1990 and recorded October 31, 1990, in Book 222, Page 662, as amended by instruments recorded December 14, 1990 in Book 225, Page 264, October 10, 1994 in Book 247, Page 399, and September 6, 1995 in Book 383, Page 2938, Deschutes County Official Records.