



## AMENDED AND RESTATED Bargain Purchase and Sale Agreement

SMH

This Amended and Restated agreement for the purchase and sale of real property ("Agreement") is made as of the 6 day of ~~May~~<sup>JUNE</sup>, 2022, between **Henry Gale Marshall and Anita Eileen Marshall**, ("Marshall" or "Seller"), and the State of Oregon, by and through the **Oregon Department of Fish and Wildlife** ("ODFW" or "Buyer"), and is effective when executed by both parties (the "Effective Date").

A handwritten signature in black ink, appearing to be "Henry Gale Marshall".

This Amended and Restated Purchase and Sale Agreement replaces the following documents:

1. The original Purchase and Sale Agreement signed by Buyer on April 21, 2022;
2. Sellers' Counteroffer (Addendum # 1) signed by Sellers on April 25, 2022;
3. Addendum # 2 to Purchase and Sale Agreement signed by Buyer on April 26, 2022, and;
4. Seller's Counteroffer No. Two, signed by Sellers on May 2, 2022 and by Buyer on May 3, 2022.

All of the above documents (attached hereto for reference) shall, upon execution of this Amended and Restated Purchase and Sale Agreement, be rendered null and void, of no further effect, and shall cease to be binding upon either party.

Seller agrees to sell, and Buyer agrees to purchase the Property (defined below) from Seller under the following terms and conditions.

Buyer and Seller agree as follows:

1. **Agreement to Purchase and Sell.** In consideration of Buyer's payment of the Purchase Price (defined below) to Seller, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property (the "Property") identified as Tax Lot 2002 in 2N3216 (approximately 2.66 acres), Tax Lot 100 in 2N3216CD (approximately 4.11 acres), and Tax Lot 201 in 2N3216CD (approximately 2.48 acres) Umatilla County, Oregon, as legally described in Exhibit A and shown in Exhibit C, both of which are attached hereto. The Property is being sold together with all improvements located on the Property and any other rights or interests appurtenant to the Property, subject to the terms and conditions of this Agreement.
2. **Value of the Property and Purchase Price.** Seller understands that **Umatilla County values the Property at \$1,002,840.00.** Seller intends to sell the Property to Buyer at a discount, and further intends for such discount to be treated as a charitable contribution. The fair market value of the Property (the "Value") shall be established by an appraisal, to

be ordered and paid for by Buyer (the "Appraisal"). Buyer shall order the Appraisal as soon as practical, but not later than thirty (30) days from the Effective Date, and Buyer will deliver a copy of the Appraisal to Buyer within three (3) business days from receipt of the Appraisal by Buyer. Buyer shall pay the purchase price of \$550,000 ("Purchase Price") in cash or cash equivalent acceptable to Seller, at Closing, and any amount by which the Value exceeds Purchase Price shall be contributed by Seller to Buyer as a charitable contribution. If, however, the Value is less than \$550,000, then this Agreement shall automatically terminate without need for any further action by either party.

Buyer acknowledges that Seller may utilize the amount of the Contribution to Seller's benefit in connection with various tax liabilities of Seller, and Buyer agrees to cooperate with Seller in that utilization, provided that: (a) Buyer incurs no additional costs or liabilities; (b) Buyer is not required to hold title to any other property; (c) the Closing Date is not affected; and (d) the Purchase Price is paid to Seller in the manner stated in this Agreement. Any actions undertaken by Buyer to cooperate with Seller's foregoing utilization efforts must be in compliance with Oregon law. Buyer will not have any responsibility for the ultimate characterization of this transaction for Seller's tax purposes, and this sale is not conditioned upon and may not be rescinded as a result of that characterization, Seller's ability to achieve its desired tax benefits, or the Value of the Property exceeding the Purchase Price by any particular amount.

Buyer shall deposit the Purchase Price with the Escrow Agent at least one (1) day prior to the Closing Date for delivery to Seller upon satisfaction of all conditions precedent to the Closing, as described in this Agreement. Buyer shall not pay any earnest money or provide an escrow deposit.

3. **Inspection.** Seller authorizes Buyer and its representatives to enter the Property, at any reasonable time or times before the date of Closing on twenty-four (24) hours prior written notice to conduct any and all reasonable inspections, examinations, tests, surveys, and investigations of such Property which Buyer may wish to perform, provided however, that Buyer will be responsible for any costs, losses, expenses, liabilities, actions, or damages to persons or such Property caused by such inspection, examinations, tests, surveys, or investigations. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.
4. **Document Delivery.** Within ten days after the Effective Date, Seller shall deliver to Buyer copies of all unrecorded leases, licenses, permits, easements, maps, and all other agreements or obligations affecting the Property (the "Documents") which do not appear in the official records of Umatilla County, and Buyer shall acknowledge receipt of same in writing. Buyer acknowledges that Seller has already provided Buyer with a copy of the Amended Tenancy in Common Agreement for Stormwater Control.

- 5. Conditions of Seller.** Seller's obligation to sell the Property is conditioned upon the satisfaction of each of the following conditions, or Seller's waiver of either of both of the conditions provided in Sections 5.3, or 5.4:
- 5.1 The Value of the Property exceeding \$550,000.
  - 5.2 The willingness of a title company to issue to Buyer, at Closing and without charges in excess of its standard fees, its ALTA owner's standard coverage policy of title insurance, in the amount of the Purchase Price showing title to the Property vested in Buyer, subject only to exceptions deemed acceptable to Buyer pursuant to Section 6.4 below.
  - 5.3 Buyer's performance of all of its obligations under this Agreement.
  - 5.4 The continuing accuracy of all Buyer's representations and warranties in this Agreement.
- 6. Conditions of Buyer.** Buyer's obligation to purchase the Property is conditioned upon the satisfaction of each of the following conditions, or Buyer's waiver of any or all of the conditions provided in Sections 6.2 and 6.4 through 6.8, below:
- 6.1 Buyer obtaining all necessary State of Oregon approvals to acquire the Property pursuant to the terms of this Agreement. The foregoing approvals include but are not limited to those obtained from the Department of Justice, Department of Administrative Services, and the Oregon Fish and Wildlife Commission, as required by Oregon revised statutes and administrative rules.
  - 6.2 Buyer's receipt, review, and written approval of all Documents specified in Section 4 of this Agreement, in addition to Buyer obtaining, reviewing, and approving any inspections, examinations, tests, surveys, or other investigations of the Property, exclusive of a Phase 1 Environmental Site Assessment, which Buyer may wish to perform, including a determination of the suitability of the Property for Buyer's intended purposes. Buyer shall have 60 days from the date of mutual acceptance of this Agreement to provide said written approval, and failure of buyer to provide Seller, or Seller's agent, with such approval, in writing, within said 60-day period shall render this offer null and void and neither party shall thereafter have any obligations hereunder.
  - 6.3 The Appraisal meeting or exceeding the Purchase Price.
  - 6.4 Buyer's review and approval of the Preliminary Report for Title Insurance for the Property issued by Pioneer Title Company of Umatilla County, effective as of May 19, 2022, Order No. 104604 (the "Title Report"), together with copies of the underlying documents. Buyer will have fifteen (15) business days from the Effective Date of this Agreement to give notice in writing to Seller of any objection to title, including to any liens, exceptions, or encumbrances affecting

the Property. Within fifteen (15) business days of receipt of any notice of objection to title from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to exceptions. Within five (5) business days of Buyer's receipt of Seller's notice, Buyer shall elect whether to purchase the Property subject to the exceptions which Seller is not willing or able to remove (the "Permitted Exceptions"), or to terminate this Agreement in writing.

- 6.5 The willingness of a title company to issue to Buyer, at Closing and without charges in excess of its standard fees, its ALTA owner's standard coverage policy of title insurance, in the amount of the Purchase Price showing title to the Property vested in Buyer, subject only to exceptions deemed acceptable to Buyer pursuant to Section 6.4.
  - 6.6 Buyer's review and approval of a Phase 1 Environmental Site Assessment to be provided and paid for by Buyer, and any other environmental due diligence which may include review of existing reports describing the environmental condition of the Property, soil, air and water sampling at the Property, and other tests and procedures deemed necessary by Buyer in Buyer's sole discretion, and Buyer's determination that the environmental condition of the Property is acceptable.
  - 6.7 Seller's performance of all of its obligations under this Agreement.
  - 6.8 The continuing accuracy of all Seller's representations and warranties in this Agreement.
  - 6.9 Buyer receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Buyer in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
7. **Conveyance by Warranty Deed.** At Closing, Seller shall convey title to the Property to Buyer by warranty deed, subject only to the Permitted Exceptions and in substantially the form provided in Exhibit B (the "**Deed**").
  8. **Title Insurance.** If Seller's condition stated in Section 5.2 has been satisfied, Seller will provide to Buyer, at Seller's sole expense at Closing, an ALTA owner's standard coverage policy of title insurance, in the amount of the Purchase Price, showing title to the Property vested in Buyer as described above, subject only to the Permitted Exceptions.
  9. **Escrow Instructions.** Upon execution of this Agreement, the parties shall deposit an executed counterpart of this Agreement with First American Title Insurance Company, located at Salem, Oregon ("**Escrow Agent**"). Seller and Buyer shall execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement; however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement control.

**10. Closing.** The closing of the sale and purchase of the Property (the “*Closing*”) must be held and delivery of all items to be made at the Closing under the terms of this Agreement must be made at the offices of Escrow Agent on or before **September 30, 2022**, or such later date and time as Buyer and Seller may mutually agree upon in writing, time not being of the essence of this Agreement (the “*Closing Date*”).

**11. Seller’s Closing Documents.** At or before Closing, Seller shall deposit with the Escrow Agent the following items:

- 11.1 the duly executed and acknowledged Deed;
- 11.2 the title insurance company’s commitment to issue an ALTA owner’s standard coverage policy of title insurance, as described in Section 5.2;
- 11.3 originals of all Documents identified in Section 4 of this Agreement; and
- 11.4 such additional funds as Seller is obligated to provide under this Agreement that are necessary to close this transaction.

**12. Buyer’s Closing Documents.** At or before Closing, Buyer shall deposit into escrow the following items:

- 12.1 the Purchase Price; and
- 12.2 such additional funds as Buyer is obligated to provide under this Agreement that are necessary to close this transaction.

**13. Proration and Closing Costs.**

- 13.1 All real property taxes and assessments shall be prorated as of the date of Closing, and any taxes or additional penalties that would be due as a result of removal of the Property from any tax deferral or special use assessment program will be charged to Seller as though the Property were removed from such program on the Closing Date.
- 13.2 Seller shall pay the cost of a standard coverage title insurance policy.
- 13.3 Buyer shall pay the recording fee for the Deed.
- 13.4 Buyer and Seller shall each pay 50% of costs of escrow.
- 13.5 Seller shall clear any and all liens, including mortgage liens or other debt instruments, from Seller’s proceeds at Closing.

**14. Required Actions of Buyer and Seller.** Buyer and Seller shall execute all such instruments and documents and take all actions as may be necessary or convenient in order to consummate the purchase and sale contemplated by this Agreement and shall use their reasonable efforts to accomplish the close of escrow in accordance with the provisions stated in this Agreement.

**15. Seller's Representations and Warranties.** Seller represents and warrants to Buyer that:

15.1 Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated in this Agreement.

15.2 This Agreement and all documents required to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

15.3 Neither the execution and delivery of this Agreement and documents referred to here, nor the incurring of the obligations set forth here, nor the consummation of the transactions here contemplated, nor compliance with the terms of this Agreement and the documents referred to here, conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party or affecting the Property.

15.4 Except as disclosed to Buyer in writing, there is no litigation, claim, or arbitration, pending or threatened (including any material default or breach), with regard to the Documents, the Property, or operation of the Property.

15.5 No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of Seller's knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.

15.6 To Seller's knowledge, there are no unperformed obligations that are currently due relative to the Property to any governmental or quasi-governmental body or authority.

15.7 To Seller's knowledge, Seller has not caused any hazardous substance, waste, or material to be used, generated, stored, or disposed of on or transported to or from the Property in violation of any applicable law before or during the period in which Seller has owned the Property. For the purposes of this Section 15.7, "hazardous substance, waste, or material" means all petroleum-based products, radon, asbestos, PCBs, and all substances, wastes, and materials that are so defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§9601-9675; the Resource Conservation and Recovery

Act, 42 USC §§6901-6992k; and the Hazardous Materials Transportation act, 49 USC §§5101-5128, as may be amended from time to time..

- 15.8 Seller is the legal and beneficial fee simple titleholder of the Property and has good, marketable, and insurable title to the Property, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments, or other matters, except as disclosed by the Title Report or in the Documents. There will be no change in the ownership, operation, or control of Seller from the date of this Agreement until the Closing Date.
- 15.9 Seller has neither entered into any other contracts for the sale of the Property, nor, to Seller's actual knowledge, do there exist any, rights of first refusal or options to purchase the Property which have been executed by Seller.
- 15.10 To Seller's knowledge, there are neither any water rights appurtenant to the Property, nor are there any pending adjudications, applications, permits or water right transfers associated with or relating to the Property.
- 15.11 There is access to the Property via: (a) appurtenant easement(s) for ingress and egress that benefit the Property; or (b) a public road or dedicated public street which provide unimpeded access to the Property.

Seller's representations and warranties contained in Section 15 shall survive the Closing and do not merge into the Deed and the recordation of the Deed in the official records of Umatilla County.

**16. Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained elsewhere in this Agreement, Buyer represents and warrants to Seller that:

- 16.1 Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.
- 16.2 All requisite action has been or will be undertaken by Buyer in connection with entering into this Agreement and the instruments referred to here and the consummation of the transactions contemplated here.
- 16.3 The persons executing this Agreement and the instruments referred to here on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.
- 16.4 This Agreement and all documents required by it to be executed by Buyer are and will be valid, legally binding obligations of, and enforceable against Buyer in accordance with their terms.

17. **Buyer's Right to Assign.** Buyer shall have the right to assign any or all of its rights under this Agreement to any other agency or subdivision of the State of Oregon, should such assignment be necessary in order to facilitate the transaction.
18. **Brokers and Commissions.** Buyer is represented in this transaction by Richard Duncan, a real estate principal broker licensed in the State of Oregon, an employee of the Buyer, who is acting as a salaried employee of the State of Oregon under Section 696.030(k) of the Oregon Revised Statutes and pursuant to the "Disclosure of Real Estate License and Confirmation of Relationship" executed between the Oregon Department of Fish and Wildlife and Duncan on November 8<sup>th</sup>, 2012. Duncan shall not participate in any brokerage commissions nor make a claim for any brokerage or finder's fees generated as a result of this transaction.

Seller represents that Seller is represented in this transaction by Kevin Hale of Coldwell Banker Farley Company in Pendleton, Oregon, and further warrants that any commissions payable to Kevin Hale, Coldwell Banker Farley Company or any other real estate agent or broker resulting from Seller's participation in this transaction shall be payable by Seller.

Neither Buyer nor the State of Oregon shall be liable for any brokerage commissions or finder's fees to any party in connection with the transaction contemplated by this Agreement.

19. **Amendment and Modification.** This Agreement may be amended, modified, or supplemented only by a written agreement signed by Buyer and Seller.
20. **Risk of Loss Prior to Closing.** Risk of loss or damage to the Property or any part of it by fire, storm, burglary, vandalism or other casualty between the Effective Date of this Agreement and the Closing Date is hereby assumed by Seller.
21. **Notices.** All notices required or permitted hereunder must be in writing and must be served on the Parties at the following addresses:

Seller: Henry Gale Marshall and Anita Eileen Marshall  
c/o: Kevin Hale  
Coldwell Banker Farley Company  
37 SE Dorian Avenue  
Pendleton, OR 97801  
Phone: 541-276-0021  
Email: kevinhale@cbfarley.com

Buyer: Oregon Department of Fish and Wildlife  
Attn: Richard Duncan, or successor  
Realty Specialist  
4034 Fairview Industrial Drive SE  
Salem, OR 97302  
E-Mail: [richard.d.duncan@odfw.oregon.gov](mailto:richard.d.duncan@odfw.oregon.gov)

Phone: 971-283-4777

Any such notices may be sent by: (a) certified mail, return receipt requested, in which case notice is deemed delivered five (5) business days after deposit, postage prepaid in the U.S. mail; or (b) a nationally recognized overnight courier, in which case notice is deemed delivered one business day after deposit with such courier; or (c) facsimile transmission or e-mail, in which case notice is deemed delivered upon electronic verification that transmission to recipient was completed.

22. **Personal Property.** Seller shall remove any and all personal property from the Property prior to closing.
23. **Possession.** Seller will deliver possession of the Property to Buyer on the Closing Date.
24. **Governing Law.** All matters with respect to this Agreement, including but not limited to matters of validity, construction, effect, and performance, are to be governed by the laws of the State of Oregon applicable to contracts made and to be performed therein between residents thereof.
25. **Counterparts.** This Agreement may be executed in two or more fully or partially executed counterparts, each of which is an original binding the signer thereof against the other signing parties, but all counterparts together constitute one and the same instrument.
26. **Entire Agreement.** This Agreement and any other document to be furnished pursuant to the provisions of this Agreement embody the entire agreement and understanding of the parties as to its subject matter. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter of this Agreement.
27. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement.
28. **Arbitration/Remedies.** In the event of dispute regarding the terms of this Agreement, Buyer and Seller agree that either party may submit the dispute to non-binding arbitration. Should said arbitration fail to resolve the dispute within sixty (60) days of submission of the issue to the arbitrator, either party may proceed to exercise any and all remedies available to it under law and equity, and Buyer may pursue an action to compel specific performance or an action for damages for breach, separately or alternatively.

**THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE**

AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

*IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.*

**Seller:**  
Henry Gale Marshall  
and Anita Eileen Marshall

**Buyer:**  
The State of Oregon, acting by and through  
the Oregon Department of Fish and Wildlife

By:   
Henry Gale Marshall

By: \_\_\_\_\_  
**Shannon Hurn**  
Its: Deputy Director of Administration

Date: 6/6/22

Date: 6/7/2022

By:   
Anita Eileen Marshall

Date: June 6, 2022

**Approved for legal sufficiency pursuant  
to ORS 291.047**

By: \_\_\_\_\_  
\_\_\_\_\_

Title: Assistant Attorney General,  
Oregon Department of Justice

Date: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of the Property**

**Tract I**

A tract of land located in the Southeast Quarter and the Southwest Quarter of Section 16, Township 2 North, Range 32, East of the Willamette Meridian, Umatilla County, Oregon, being described as commencing at the South One-Quarter Corner of said Section 16; thence North  $00^{\circ}01'41''$  East along the North-South centerline of said Section 16, a distance of 675.57 feet to the True Point of Beginning for this description; thence continuing North  $00^{\circ}01'41''$  East along the North-South centerline of said Section 16, a distance of 578.86 feet to the Southeast Corner of "Tract I" of lands described in Bargain and Sale Deed between Civic Development, Inc. (Grantor) and Gale and Anita Eileen Marshall (Grantees) recorded in Instrument No. 1999-3520511, Office of Umatilla County Records; thence North  $89^{\circ}58'19''$  West along the South line of said "Tract I", a distance of 344.70 feet to a point on the East boundary of that tract of land conveyed to the City of Pendleton, by Dedication Deed recorded at Reel 235, Page 327, Office of Umatilla County Records; thence along the East line of said City of Pendleton Tract, on the arc of a 770.00 foot radius curve right (long chord bears North  $38^{\circ}27'41''$  East, 282.39 feet) a distance of 283.99 feet to a point on the East right-of-way line of Montee Drive; thence North  $49^{\circ}01'38''$  East along the East right-of-way line of said Montee Drive, a distance of 10.29 feet; thence South  $45^{\circ}58'22''$  East, a distance of 96.49 feet to the point of curvature of a curve; thence along the arc of a 350.00 foot radius curve to the left (long chord bears South  $53^{\circ}49'21''$  East, 95.60 feet) a distance of 95.90 feet to a point of tangency; thence South  $61^{\circ}40'20''$  East, a distance of 334.34 feet to a point on the West right-of-way line of U.S. Highway No. 395; thence along the West right-of-way line of said Highway, on the arc of a 75.00 foot outside offset spiral curve to the left (Record centerline spiral data: Length=250 feet,  $S=02^{\circ}11'18''$ ,  $a=0.7$ ) (long chord bears South  $33^{\circ}15'05''$  West, 26.87 feet) a distance of 26.87 feet to Highway Engineer's Centerline Station 28+35.80 P.S.C. on the West right-of-way line of said Highway; thence continuing along the West right-of-way line of said Highway, along the arc of a 3349.04 foot radius curve to the left (long chord bears South  $27^{\circ}49'32''$  West, 567.95 feet) a distance of 568.63 feet to the true point of beginning;

Excepting therefrom that tract of land conveyed to the City of Pendleton by Dedication Deed recorded in Instrument No. 2012-5990689, Office of Umatilla County Records.

## **Tract II**

Commencing at a point on North-South centerline of Section 16, Township 2 North, Range 32, East of the Willamette Meridian, Umatilla County, Oregon, said point being located 1,603 feet distant Northerly from the South Quarter corner of where the North-South centerline of said Section 16 intersects with the South right-of-way line of U.S. Highway No. 395; thence Southerly along the North-South centerline of said Section 16, a distance of 350 feet to the Southeast corner of that tract of land conveyed to Clifford R. Jenison, etux, by Deed recorded in Book 190, Page 497, Deed Records and the True Point of Beginning for this description; thence Westerly along the South line of said Jenison Tract, a distance of 349 feet to the East right-of-way line of said Highway; thence in a Southwesterly direction along the East right-of-way line of said Highway, around a 686.30 foot radius curve (the long chord of which bears South 08°59'10" West, 435.34 feet) the arc distance of 442.99 feet, more or less, to a point, said point being located Westerly from a point that is located 430 feet distant Southerly from the point of beginning; thence Easterly, a distance of 417 feet to a point on the North-South centerline of said Section 16; thence Northerly along the North-South centerline of said Section 16, a distance of 430 feet to the point of beginning;

Excepting therefrom that tract of land conveyed to the City of Pendleton, by Dedication Deed recorded in Microfilm Reel 235, Page 312, Office of Umatilla County Records.

## **Tract III**

Parcel 2, PARTITION PLAT NO. 1990-02 (Instrument No. 1990-155027 Office of Umatilla County Records) located in the Southwest Quarter of Section 16, Township 2 North, Range 32, East of the Willamette Meridian, Umatilla County, Oregon.

**EXHIBIT B**  
**Form of Deed**

*Space above this line for Recorder's use*

**AFTER RECORDING, RETURN TO:**

Grantee:  
Oregon Department of Fish and Wildlife  
4034 Fairview Industrial Drive SE  
Salem, Oregon 97302

**SEND TAX STATEMENTS TO:**

Oregon Department of Fish and Wildlife  
4034 Fairview Industrial Drive SE  
Salem, Oregon 97302

***With a copy to:***

Henry Gale Marshall and Anita Eileen Marshall

**ADDRESS TO BE PROVIDED**

---

**STATUTORY WARRANTY DEED**  
**(ORS 93.850)**

Henry Gale Marshall and Anita Eileen Marshall, husband and wife as tenants by the entirety, Grantors, convey and warrant to the State of Oregon, acting by and through the Oregon Department of Fish and Wildlife, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

Land in Umatilla County, Oregon, described more particularly in Exhibit A, attached hereto.

SUBJECT TO: the encumbrances described in Exhibit B, attached hereto.

The true consideration for this conveyance is \$ \_\_\_\_\_.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, 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 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Henry Gale Marshall

\_\_\_\_\_  
Anita Eileen Marshall

STATE OF OREGON                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Henry Gale Marshall.

\_\_\_\_\_  
***SAMPLE***  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Anita Eileen Marshall.

\_\_\_\_\_  
***SAMPLE***  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

\*\*\*\*\*

The State of Oregon acting by and through the Oregon Department of Fish and Wildlife accepts this conveyance in accordance with ORS 93.808.

By:       ***SAMPLE***      

As: \_\_\_\_\_

STATE of OREGON                    )  
  ) ss:  
COUNTY of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2022,  
by Shannon Hum, as Deputy Director for Administration of the Oregon Department of Fish and  
Wildlife.

***SAMPLE***

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

EXHIBIT A  
To Warranty Deed  
(Legal Description)

**Tract I**

A tract of land located in the Southeast Quarter and the Southwest Quarter of Section 16, Township 2 North, Range 32, East of the Willamette Meridian, Umatilla County, Oregon, being described as commencing at the South One-Quarter Corner of said Section 16; thence North  $00^{\circ}01'41''$  East along the North-South centerline of said Section 16, a distance of 675.57 feet to the True Point of Beginning for this description; thence continuing North  $00^{\circ}01'41''$  East along the North-South centerline of said Section 16, a distance of 578.86 feet to the Southeast Corner of "Tract I" of lands described in Bargain and Sale Deed between Civic Development, Inc. (Grantor) and Gale and Anita Bileen Marshall (Grantees) recorded in Instrument No. 1999-3520511, Office of Umatilla County Records; thence North  $89^{\circ}58'19''$  West along the South line of said "Tract I", a distance of 344.70 feet to a point on the East boundary of that tract of land conveyed to the City of Pendleton, by Dedication Deed recorded at Reel 235, Page 327, Office of Umatilla County Records; thence along the East line of said City of Pendleton Tract, on the arc of a 770.00 foot radius curve right (long chord bears North  $38^{\circ}27'41''$  East, 282.39 feet) a distance of 283.99 feet to a point on the East right-of-way line of Montee Drive; thence North  $49^{\circ}01'38''$  East along the East right-of-way line of said Montee Drive, a distance of 10.29 feet; thence South  $45^{\circ}58'22''$  East, a distance of 96.49 feet to the point of curvature of a curve; thence along the arc of a 350.00 foot radius curve to the left (long chord bears South  $53^{\circ}49'21''$  East, 95.60 feet) a distance of 95.90 feet to a point of tangency; thence South  $61^{\circ}40'20''$  East, a distance of 334.34 feet to a point on the West right-of-way line of U.S. Highway No. 395; thence along the West right-of-way line of said Highway, on the arc of a 75.00 foot outside offset spiral curve to the left (Record centerline spiral data: Length=250 feet,  $S=02^{\circ}11'18''$ ,  $a=0.7$ ) (long chord bears South  $33^{\circ}15'05''$  West, 26.87 feet) a distance of 26.87 feet to Highway Engineer's Centerline Station 28+35.80 P.S.C. on the West right-of-way line of said Highway; thence continuing along the West right-of-way line of said Highway, along the arc of a 3349.04 foot radius curve to the left (long chord bears South  $27^{\circ}49'32''$  West, 567.95 feet) a distance of 568.63 feet to the true point of beginning;

Excepting therefrom that tract of land conveyed to the City of Pendleton by Dedication Deed recorded in Instrument No. 2012-5990689, Office of Umatilla County Records.

## **Tract II**

Commencing at a point on North-South centerline of Section 16, Township 2 North, Range 32, East of the Willamette Meridian, Umatilla County, Oregon, said point being located 1,603 feet distant Northerly from the South Quarter corner of where the North-South centerline of said Section 16 intersects with the South right-of-way line of U.S. Highway No. 395; thence Southerly along the North-South centerline of said Section 16, a distance of 350 feet to the Southeast corner of that tract of land conveyed to Clifford R. Jenison, etux, by Deed recorded in Book 190, Page 497, Deed Records and the True Point of Beginning for this description; thence Westerly along the South line of said Jenison Tract, a distance of 349 feet to the East right-of-way line of said Highway; thence in a Southwesterly direction along the East right-of-way line of said Highway, around a 686.30 foot radius curve (the long chord of which bears South 08°59'10" West, 435.34 feet) the arc distance of 442.99 feet, more or less, to a point, said point being located Westerly from a point that is located 430 feet distant Southerly from the point of beginning; thence Easterly, a distance of 417 feet to a point on the North-South centerline of said Section 16; thence Northerly along the North-South centerline of said Section 16, a distance of 430 feet to the point of beginning;

Excepting therefrom that tract of land conveyed to the City of Pendleton, by Dedication Deed recorded in Microfilm Reel 235, Page 312, Office of Umatilla County Records.

## **Tract III**

Parcel 2, PARTITION PLAT NO. 1990-02 (Instrument No. 1990-155027 Office of Umatilla County Records) located in the Southwest Quarter of Section 16, Township 2 North, Range 32, East of the Willamette Meridian, Umatilla County, Oregon.

EXHIBIT B  
To Warranty Deed  
(Encumbrances)

1. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
2. Liens or assessments for the City of Pendleton, if any.
3. Easement, including the terms and provisions thereof,  
Grantee : Pacific Power & Light Company  
Recorded : April 20, 1950, Book 192, Page 293, Deed Records.
4. Access Restrictions, easements and conditions, including the terms and provisions thereof, contained in Deed(s),  
Grantee : State of Oregon, through its Department of Transportation  
Recorded : September 28, 1956, Book 237, Page 359,  
Recorded : November 9, 1956, Book 238, Page 320 and  
Recorded : December 24, 1956, Book 239, Page 198, Deed Records and  
Modified : December 16, 2013, Instrument No. 2013-6120727, Office of Umatilla County Records.
5. Agreement for Conditional Use and Minor Partition, including the terms and provisions thereof,  
First Party : Henry Gale Marshall, etux  
Second Party : The City of Pendleton  
Recorded : June 21, 1990, Microfilm Reel 193, Page 1839, Office of Umatilla County Records.
6. Construction Easement for Montee Drive, including the terms and provisions thereof,  
Grantee : City of Pendleton  
Recorded : May 10, 1993, Microfilm Reel 235, Pages 317 and 322, Office of Umatilla County Records.
7. Easement, including the terms and provisions thereof,  
Grantee : Pacificorp  
Recorded : July 21, 1993, Microfilm Reel 238, Page 1154, Office of Umatilla County Records.
8. Tenancy in Common Agreement, including the terms and provisions thereof,  
First Party : Henry Gale Marshall and Anita Eileen Marshall  
Recorded : November 13, 2013, Instrument No. 2013-6110712 and  
Amended : December 27, 2013, Instrument No. 2013-6130169, Office of Umatilla County Records.

# EXHIBIT C

## Map of the Property

2013-6138169 7 of 9

