

ATTACHMENT B

1984 Deed for UPRR Land Donation

ORIGINAL

UIC LAW DEPARTMENT
DOCUMENT NO. 1-7515-1
Page 1

R-10

DONATION QUITCLAIM DEED

THIS DEED, Made this 13th day of SEPTEMBER, 1984, between UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Nebraska, Grantor, and PORT OF THE DALLES, a municipal corporation of the State of Oregon, whose postal address is 110 Union Street, The Dalles, Oregon 97058 Grantee:

WITNESSETH, That

WHEREAS, Grantee desires to acquire the property described in Exhibit A, hereto attached and hereby made a part hereof, to be used for a public park; and

WHEREAS, Grantor is willing to donate said property to Grantee;

NOW THEREFORE, in consideration of the premises, Grantor does, by these presents, DONATE, REMISE, RELEASE and QUITCLAIM unto Grantee, and unto its successors and assigns, in perpetuity exclusively for conservation purposes as hereinafter more specifically provided, all of its right, title and interest in and to the real estate situate in the City of The Dalles, Wasco County, State of Oregon, described in Exhibit A hereto attached and made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby quitclaimed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns.

842548

UIC LAW DEPARTMENT
DOCUMENT NO. 1-7515-1
Page 2

The land described in Exhibit A is quitclaimed by Grantor subject to the following covenant, condition and restriction which Grantee by the acceptance of this deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

The land hereby quitclaimed shall be used by Grantee, its successors and assigns, in perpetuity exclusively for the preservation of land areas for outdoor recreation by the general public.

The foregoing covenant, condition and restriction shall run with the land hereby quitclaimed, and a breach of the same, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings. It is understood, however, that the breach of the foregoing covenant, condition and restriction shall not defeat or render invalid the lien of any mortgage on said premises made in good faith and for value; PROVIDED, however, that any breach, or the continuance thereof, may be enjoined, abated or remedied by proper proceedings as aforesaid; and PROVIDED FURTHER, that the foregoing covenant, condition and restriction shall at all times remain in full force, and effect against said land, or any part thereof, title to which is obtained by foreclosure of any such mortgage.

ORS 308.210 provides in part that the following statement shall be included in the body of an instrument transferring fee title to real property:

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Nothing in the foregoing statement shall be or be deemed to be a limitation on the aforesaid covenant, condition and restriction.

TO HAVE AND TO HOLD, subject to the aforesaid exception, reservation and other provisions, the premises described in Exhibit A with all the rights and appurtenan-

842548

UIC LAW DEPARTMENT
DOCUMENT NO. 1-7515-1
Page 3

oes thereunto belonging unto Grantee, its successors
and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these pre-
sents to be signed by its Executive Vice President and attested
by its Assistant Secretary, and its corporate seal to
be hereunto affixed the day and year first above written.

In Presence of:

UNION PACIFIC LAND RESOURCES
CORPORATION

A. A. Burnside

BY A. P. Vickers
Executive Vice President

Attest:

[Signature]
Assistant Secretary

(Seal)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 13th day of SEPTEMBER, 1984,
before me, the undersigned, a Notary Public in and for
said County in the State aforesaid, personally appeared
A. P. VICTOES, to me personally known,
and to me personally known to be Executive Vice President
of Union Pacific Land Resources Corporation and to be
the same person whose name is subscribed to the foregoing
instrument, and who, being by me duly sworn, did say
that he is EXECUTIVE VICE PRESIDENT of Union Pacific Land Resources
Corporation that the seal affixed to said instrument
is the corporate seal of said corporation; and that said
instrument was signed and sealed on behalf of said corporation
by authority of its board of directors; and the said
A. P. VICTOES acknowledged said instrument to
be his free and voluntary act and deed and the free and
voluntary act and deed of said corporation, by it voluntarily
executed, for the uses specified therein.

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

My Commission expires 8-19-88.

J. A. Peterson
Notary Public

Residing at Omaha, NE
(Seal)

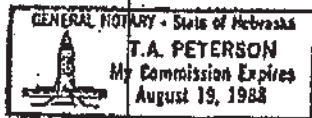


EXHIBIT A
UIC LAW DEPARTMENT
DOCUMENT NO. 1-7515-1
Page 1 of 3 pages

EXHIBIT A

Parcel 1

A parcel of land situate in the William C. Laughlin Donation Land Claim No. 38, in Sections 2 and 3, all in Township 1 North, Range 13 East of the Willamette Meridian, in Wasco County, State of Oregon, bounded and described as follows:

Commencing at a United States Army Engineer's monument on the north line of said Laughlin D.L.C., said monument being 140.00 feet distant easterly, measured along said north line of Laughlin D.L.C., from the southeast corner of Lot 2 of said Section 3 and being the northwest corner of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to State of Oregon by Deed dated October 16, 1962, recorded on January 15, 1963, U.P.RR. Co. L.S.D.A. No. 3140;

thence easterly along the north line of said Laughlin D.L.C., a distance of 900.00 feet to the northeast corner of said deeded parcel of land and the TRUE POINT OF BEGINNING;

thence South 00 degrees 16 minutes 44 seconds East along the east line of said deeded parcel, a distance of 450.00 feet, more or less, to a point of the northerly line of that certain parcel of land conveyed by an agreement between both the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company with the State of Oregon, agreement dated November 1, 1962, Deed Audit No. 102320;

thence along the northerly line of said conveyed parcel, the following bearings and distances:

North 85 degrees 43 minutes 40 seconds East a distance of 90.00 feet;

South 89 degrees 43 minutes 55 seconds East a distance of 281.06 feet;

South 7 degrees 14 minutes 54 seconds West a distance of 260.00 feet;

South 71 degrees 24 minutes 13 seconds East a distance of 497.82 feet;

South 80 degrees 16 minutes 26 seconds East a distance of 197.33 feet;

South 87 degrees 49 minutes 42 seconds East a distance of 584.35 feet, more or less, to a point on the southerly prolongation of the west line of Lot 3 of said Section 2;

thence along said southerly prolongation of the west line of Lot 3, North 0 degrees 16 minutes 46 seconds East, a distance of 900.18 feet, more or less, to a point on said north line of Laughlin D.L.C.;

EXHIBIT A
 UIC LAW DEPARTMENT
 DOCUMENT NO. 1-7515-7
 Page 2 of 3 Pages

thence westerly along said north line of Laughlin D.L.C., a distance of 1,594.93 feet, more or less, to the TRUE POINT OF BEGINNING.

Containing an area of 1,203,897 square feet, (27.64 acres), more or less.

Parcel 2

A parcel of land situate in the William C. Laughlin Donation Land Claim No. 38, in Sections 1 and 2, all in Township 1 North, Range 13 East of the Willamette Meridian in Wasco County, State of Oregon, bounded and described as follows:

Commencing at a United States Army Engineer's monument on the north line of said Laughlin D.L.C., said monument being 140.00 feet distant easterly, measured along said north line of Laughlin D.L.C., from the southeast corner of Lot 2 of Section 3 in said Township and Range, and being the northwest corner of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to State of Oregon by Deed dated October 16, 1962, recorded on January 15, 1963, U.P.R.R. Co. L.S.D.A. No. 3140;

thence easterly along the north line of said Laughlin D.L.C., a distance of 2,494.93 feet, more or less, to the southwest corner of Lot 3 of said Section 2 and the TRUE POINT OF BEGINNING;

thence South 00 degrees 16 minutes 46 seconds West along the southerly prolongation of the west line of said Lot 3 a distance of 900.18 feet, more or less, to a point on the northerly line of that certain parcel of land conveyed by an agreement between both the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company with the State of Oregon, agreement dated November 1, 1962, Deed Audit No. 102320;

thence along the northerly line of said conveyed parcel, the following bearings and distances:

South 87 degrees 49 minutes 42 seconds East a distance of 104.81 feet;

North 82 degrees 53 minutes 09 seconds East a distance of 492.67 feet to the beginning of a non-tangent curve concave northwesterly, the center of the circle of which the arc is a part bears North 7 degrees 57 minutes 06 seconds West, a distance of 7,051.97 feet;

thence northeasterly along said curve and along said northerly line, through a central angle of 1 degree 08 minutes 54 seconds, an arc distance of 141.34 feet to a point opposite the beginning of a spiral curve in the centerline of the relocated Columbia River Highway;

thence northeasterly, continuing along said northerly line of said conveyed parcel and parallel with said spiral in said centerline, through a spiral angle of 1 degree 36 minutes, (the long chord of said spiral in said centerline bears North 79 degrees 50 minutes East, a distance of 400.0 feet) an arc distance of 396.93 feet to a point opposite the end of said spiral curve in said centerline;

thence continuing along the-northerly line of said conveyed parcel, North 79 degrees 18 minutes East, a distance of 3,645.68 feet;

thence northeasterly along said northerly line, a distance of 105.00 feet, more or less, to a point on said north line of Laughlin D.L.C.;

thence westerly along said north line of Laughlin D.L.C., a distance of 4,804.16 feet, more or less, to the TRUE POINT OF BEGINNING.

Containing an area of 2,311,808 square feet, (53.07 acres), more or less.

Microfilm No. 842548

INDEXED **COMPANEL**
HE DALLES OR.

OCT 2 11 45 AM '81

SUE A. PROFFITT
COUNTY CLERK

STATE OF OREGON, } ss
County of Wasco, }

I certify that this document was received and recorded in the

records.
Sue A. Proffitt, County Clerk

by [Signature] Deputy

Return to
Port of the Dalles
Box 457
T.D.

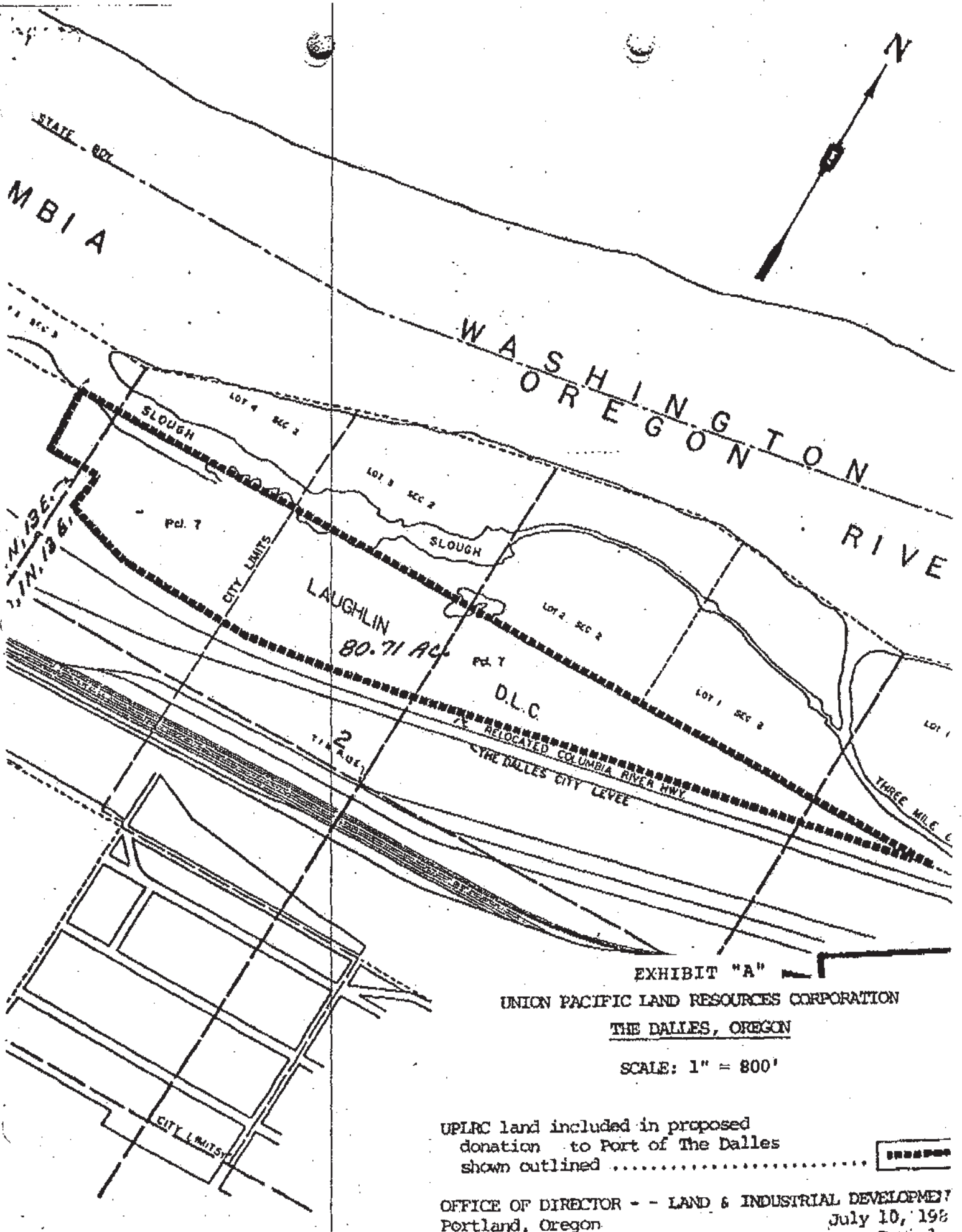


EXHIBIT "A"

UNION PACIFIC LAND RESOURCES CORPORATION

THE DALLES, OREGON

SCALE: 1" = 800'

UPLRC land included in proposed donation to Port of The Dalles shown outlined

OFFICE OF DIRECTOR -- LAND & INDUSTRIAL DEVELOPMENT
Portland, Oregon
July 10, 198

RESOLUTION 88-08

COPY

WHEREAS, in July of 1984, Upland Industries, a subsidiary of Union Pacific Railroad Company donated to the Port of The Dalles approximately 80 acres, adjacent to the Columbia River and upstream of the Port of The Dalles Marina and launch ramp;

WHEREAS, the deed donating said property restricted the use of the land to community recreational purposes; and

WHEREAS, in January of 1985, the Port of The Dalles began planning and funding the construction of a community park of approximately 10 acres in size; and

WHEREAS, the Port of The Dalles, in conjunction with the City of The Dalles and the Wasco County Court, has filled approximately 2.8 acres of said park; and

WHEREAS, the voters of the Port District authorized the expenditure of \$100,000 of the 1985 G.O. Bond Issue, to be utilized as a match to complete Phase I of Riverfront Park; and

WHEREAS, on May 19, 1987, the State of Oregon awarded to the Port of The Dalles \$91,998 in a grant/loan mix to complete the construction of Phase I of Riverfront Park; and

WHEREAS, the construction of Phase I of Riverfront Park was completed in December of 1988; and

WHEREAS, Phase I of Riverfront Park was utilized by approximately 100,000 visitors during the summer months of 1988; and

WHEREAS, in March of 1989, the State of Oregon, through the Regional Strategies Program, awarded to Wasco County \$295,000 for the completion of Phase II of Riverfront Park; and

WHEREAS, the Port of The Dalles has utilized monies from it's General Fund to maintain and operate Riverfront Park during the 1988 season; and

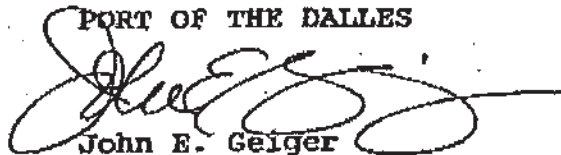
WHEREAS, this expense estimated at \$12,000 per annum, is in excess of the normal maintenance fund of the Port of The Dalles; and

NOW, THEREFORE BE IT RESOLVED that the Port of The Dalles place before the taxpayers of the Port District a three year operating serial levy of \$12,000 per annum, to operate and maintain Riverfront Park use by the general public; and

FURTHER, BE IT RESOLVED that monies raised from said serial levy shall be utilized exclusively for operation and maintenance of Riverfront Park for benefit of the general public.

ADOPTED by the Port of The Dalles Commission, April 12, 1989.

PORT OF THE DALLES



John E. Geiger
PRESIDENT

ATTEST:



Barbara L. Stone
SECRETARY