

Silvergleit, Jacki X {FLNA}

From: Heather R. Kennedy [kennedy@sbep-law.com]
Sent: Friday, September 23, 2005 4:22 PM
To: Silvergleit, Jacki X {FLNA}
Cc: Bixler, Clint B {FLNA}; Noah K. Hansford; Michael J. Rowan
Subject: Recorded Deeds - OR

Jacki,

Attached to this email is 3 deeds for the State of Oregon.

Thanks,
Heather

Heather R. Kennedy
Paralegal
Stutzman, Bromberg, Esserman & Plifka,
A Professional Corporation
2323 Bryan Street, Suite 2200
Dallas, Texas 75201-2689
Telephone: (214) 969-4900
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9/24/2005

After Recording Return to:
Republic Title of Texas, Inc
2626 Howell Street, 10th Fl.
Dallas, TX 75204

GENERAL WARRANTY DEED

THE STATE OF OREGON)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MARION)

THAT FRITO-LAY, INC., a Delaware corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, herein named, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto ROLLING FRITO-LAY SALES, LP, a Delaware limited partnership ("Grantee"), whose mailing address is c/o Frito-Lay, Inc., 7701 Legacy Drive, MD 4A-237 (Real Estate), Plano, Texas 75024-4099, that certain tract of real property situated in Marion County, Oregon, more particularly described in Exhibit A, attached hereto and made a part hereof for all purposes, together with all improvements thereon and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way; subject to those restrictions and encumbrances listed on Exhibit B, attached hereto and incorporated herein for all purposes, to the extent (but no further) that same are valid and subsisting as of the date hereof and affect title to the property (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto and in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the above described property, subject to the Permitted Exceptions, unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

F.A.T. NCS 162 794-18

Notwithstanding any contrary provision contained in this instrument, the liability of Grantor for any and all warranties and covenants of Grantor, whether express or implied and whether arising pursuant to the express terms of this instrument or any law (whether common or statutory), rule or regulation of the State in which the property is located, shall be strictly limited to the amount of insurance proceeds, if any, awarded or otherwise available for the benefit of Grantor with respect to a breach of warranty or covenant under the coverage of any Owner Policy of Title Insurance held for the benefit of Grantor with regard to the property. The rights of Grantee and its successors and assigns to proceed against and recover from Grantor's predecessors-in-title with respect to the above described property or other third party shall not be cut off, impaired or limited by the limitation of Grantor's liability set forth above.

Grantee assumes responsibility for the payment of ad valorem taxes on the above described property for the 2004 calendar year.

EXECUTED effective as of (but not necessarily on) the 4th day of OCTOBER, 2004.

GRANTOR:

FRITO-LAY, INC.,
a Delaware corporation

By: 

Name: Clint B. Bixler

Title: Manager, Real Estate Operations

ACKNOWLEDGMENT

STATE OF TEXAS

§

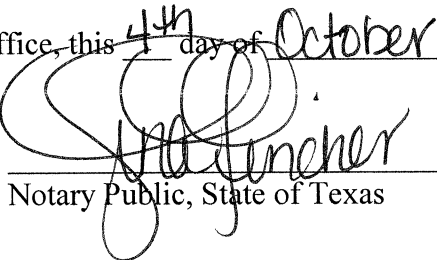
§

COUNTY OF COLLIN

§

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Clint B. Bixler, as Manager, Real Estate Operations of Frito-Lay, Inc., a Delaware corporation, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same and has been fully authorized to do so.

GIVEN under my hand and seal of office, this 4th day of October, 2004.



Notary Public, State of Texas

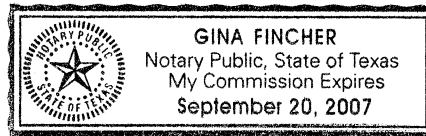


EXHIBIT A

DESCRIPTION OF THE PROPERTY

Beginning at an iron pipe on the North line of Lot 17, Subdivision of Lots 5, 6, 7, 8, 9 and 10, GARDEN HOME TRACTS in Marion County, Oregon, which point is 209.17 feet North 89°23' West from the Northeast corner of said Lot 17; thence South, parallel with the East line of said Lot 17, a distance of 263.00 feet to an iron pipe on the North line of a tract of land described in Volume 556, Page 274, Deed Records for Marion County, Oregon; thence North 89°23' West along the North line of said tract of land and the Westerly extension thereof, a distance of 300.00 feet to an iron pipe; thence North 263.00 feet to an iron pipe on the North line of said Lot 17; thence South 89°23' East along said North line, a distance of 300.00 feet to the point of beginning.

Together with a non-exclusive easement for road and roadway purposes, as set forth by instrument recorded November 19, 1976 in Reel 63, Page 673, Film Records for Marion County, Oregon.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Roadway easement, including the terms and provisions thereof, as set forth in instrument recorded November 19, 1976, in Reel 63, Page 673, Film Records for Marion County, Oregon. (Affects the Southerly 30 feet)
2. Easement, including the terms and provisions thereof, conveyed to the City of Salem, by instrument recorded June 12, 1979, in Reel 171, Page 962, Film Records for Marion County, Oregon. (Affects the Southerly 30 feet)
3. Easement Maintenance Agreement, including the terms and provisions thereof, between Dale Pence General Contracting, Inc., Frito-Lay, Inc., Pafco Manufacturing Corporation, Jerry Coday, Douglas A. Gadd and Wendell Larson, recorded September 11, 1981, as Fee No. 58088, Film Records for Marion County, Oregon.

**Return to: ND5
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, TX 75204**

REEL:2502

PAGE: 151

July 05, 2005, 11:01 am.

CONTROL #: 144445

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$ 46.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That DALE PENCE GENERAL CONTRACTOR, INC., an Oregon corporation

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by

FRITO-LAY, INC., a corporation

, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Marion and State of Oregon, described as follows, to-wit:

Beginning at an iron pipe on the North line of Lot 17, Subdivision of Lots 5, 6, 7, 8, 9 and 10, GARDEN HOME TRACTS in Marion County, Oregon, which point is 209.17 feet North 89° 23' West from the Northeast corner of said Lot 17; thence South, parallel with the East line of said Lot 17, a distance of 263.00 feet to an iron pipe on the North line of a tract of land described in Volume 556, Page 274, Deed Records for Marion County, Oregon; thence North 89° 23' West along the North line of said tract of land and the Westerly extension thereof, a distance of 300.00 feet to an iron pipe; thence North 263.00 feet to an iron pipe on the North line of said Lot 17; thence South 89° 23' East along said North line, a distance of 300.00 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for road and roadway purposes, as set forth by instrument recorded November 19, 1976 in Reel 63, Page 673, Film Records for Marion County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except: Rights of the public within boundaries of roads and roadways. Easement as set forth in instrument recorded in Reel 63, Page 673. Easement to City of Salem recorded in Reel 171, Page 962, Film Records for Marion County, Oregon. and that

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$177,525.00.

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols ®, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this _____ day of August, 19 81; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

DALE PENCE GENERAL CONTRACTOR, INC.

By: Dale Pence - President

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, }
County of _____ } ss.
_____, 19 _____

Personally appeared the above named _____

_____ and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of Marion) ss.
September 10, 19 81

Personally appeared Dale Pence XXX

_____, who, being duly sworn, each for himself and not for the other, did say that the former is the

president and that the latter is the Secretary of Dale Pence

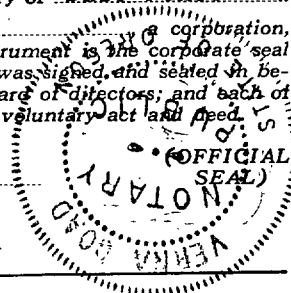
General Contractor, Inc.

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: 040482



GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Frito-Lay, Inc. Attn: R. G. MacFarlane
P. O. Box 35034 Real Estate Manager
Dallas, Texas 75235

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Same as above.

NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.

County of _____

STATE OF OREGON

County of Marion

I hereby certify that the within was received and duly recorded by me in Marion County records:

Reel 260 Page 1512

58087

SEP 11 12 33 PM '81

EDWIN P. MORGAN
MARION COUNTY CLERK

BY LLS DEPUTY