

Amerititle 576279am
File No.: 23-101935

Grantor
Salem Health and Hospitals & Clinics
Grantee
City of Salem
After recording return to
City of Salem 555 Liberty Street SE, Room 225 Salem, OR 97301
Until requested, all tax statements shall be sent to
City of Salem 555 Liberty Street SE, Room 225 Salem, OR 97301
Tax Acct No(s): 527113 / 073W24CC04000; 527114 / 073W24CC03900; 574895 / 073W24CC04100

MARION COUNTY RECORDS

2024-03390

D-DEED

01/31/2024 04:30 PM

\$30.00 \$11.00 \$10.00 \$60.00

\$111.00



I, Bill Burgess, County Clerk for Marion County, Oregon, certify that the instrument identified herein was recorded in the Official Records.

A handwritten signature in black ink, appearing to read "Bill Burgess".

Pgs=6 JCK

Reserved for Recorder's Use.

STATUTORY WARRANTY DEED

Salem Health and Hospitals & Clinics, a non-profit tax exempt corporation organized and existing pursuant to the laws of the State of Oregon, Grantors convey and warrant to City of Salem, an Oregon municipal corporation, Grantee, the real property described in the attached Exhibit A, subject only to those liens and encumbrances set forth on the attached Exhibit B.

The true consideration for this conveyance is **\$3,983,715.00**. (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 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.

Executed this 30th day of January, 2024

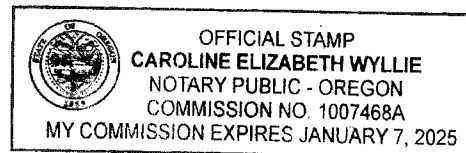
Salem Health and Hospitals & Clinics, a non-profit tax exempt corporation organized and existing pursuant to the laws of the State of Oregon

By: *Cheryl Nester Wolfe*
Name: Cheryl Nester Wolfe
Its: President

STATE OF OREGON
COUNTY OF MARION

This instrument was acknowledged before me this 30th day of January, 2024 by Cheryl Nester Wolfe, as President, of Salem Health and Hospitals & Clinics, a non-profit tax exempt corporation organized and existing pursuant to the laws of the State of Oregon, on behalf of the corporation.

Caroline Elizabeth Wyllie
Notary Public for Oregon
My Commission Expires: 1/7/25



ACCEPTED ON BEHALF OF THE CITY OF SALEM BY:

By: _____
Name:
Its:

APPROVED AS TO FORM:

By: _____
Name:
Its: City Attorney

Executed this _____ day of January, 2024

Salem Health and Hospitals & Clinics, a non-profit tax
exempt corporation organized and existing pursuant
to the laws of the State of Oregon

By: _____
Name: Cheryl Nester Wolfe
Its: President

STATE OF OREGON
COUNTY OF MARION

This instrument was acknowledged before me this _____ day of January, 2024 by Cheryl Nester Wolfe ,
as President, of Salem Health and Hospitals & Clinics, a non-profit tax exempt corporation organized and
existing pursuant to the laws of the State of Oregon, on behalf of the corporation.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTED ON BEHALF OF THE CITY OF SALEM BY:

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel I:

Parcel 2, Partition Plat 2009-03, in the City of Salem, Marion County, Oregon.

Parcel II:

Beginning at a point which is 29.75 chains West and 294.44 feet South of a point on the East line of the Josiah L. Parrish Donation Land Claim No. 61 in Township 7 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; said point on said East line of said Claim is 20.55 chains North 0°45' West from the most Easterly Southeast corner of said Claim; said point of beginning being the Southeast corner of a tract of land conveyed to F. Howard Kurtz and Florence E. Kurtz by deed recorded in Volume 301, Page 156, Deed Records for said County and State; thence North 89°35' West along the South line of said Kurtz tract 273.24 feet to the Southwest corner thereof; thence South 0°04' West 50.00 feet; thence South 89°35' East 256.69 feet; thence North 18°18' East 52.67 feet to the place of beginning.

Parcel III:

Beginning at the Westerly line of Block 1, GLEN OAK ADDITION to the City of Salem, Marion County, Oregon, at a point which is 112.65 feet South 19°0' West from the Northwest corner of said Block; said point also being the Northwest corner of Partition Plat No. 93-57; thence North 19° 0' East along the Westerly line of said Block 112.65 feet to the Northwest corner thereof; thence North 89° 25' East along the North line of said Block 150.95 feet to the Northeast corner of Lot 5 of said Block; thence South 2°19' East along the East line of said Block 133 feet to the Northeast corner of Partition Plat No. 93-57; thence North 54°48' West along the North line of said partition plat, 18.10 feet; thence continuing along said North line, North 85°18' West 178.80 feet to the place of beginning.

EXHIBIT "B"

Exceptions

1. Easements for utilities over and across the premises formerly included within the boundaries of vacated alley, now vacated, if any such exist.
2. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Portland General Electric Company Recorded: June 21, 1948
Instrument No.: Volume: 391 Page: 61 (Affects Parcels I & III)
3. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: August 10, 1948
Instrument No.: Volume: 392 Page: 277 (Affects Parcel III)

Amended by instrument, Recorded: October 22, 1993
Instrument No.: Reel: 1114, Page: 689
4. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem Recorded: December 30, 1948
Instrument No.: Volume: 399 Page: 78 (Affects Parcel I)
5. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem Recorded: June 23, 1949
Instrument No.: Volume: 405 Page: 437 (Affects Parcel I)
6. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem Instrument No.: Book: 430 Page: 427 (Affects Parcel I)
7. Agreement for Easement, including the terms and provisions thereof, Recorded: August 23, 1956
Instrument No.: Volume: 491 Page: 426 (Affects Parcel I)
8. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Portland General Electric Company, a corporation of Oregon, its successors and assigns Recorded: September 28, 1956
Instrument No.: Volume: 492 Page: 784 (Affects Parcel III)
9. Agreement, including the terms and provisions thereof, Recorded: September 8, 1959
Instrument No.: Volume: 526 Page: 350 (Affects Parcels I & II)

Amended by instrument, Recorded: May 25, 2017
Instrument No.: Reel: 3949, Page: 59
10. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Portland General Electric Company Recorded: December 2, 1959
Instrument No.: MF Volume: 529 Page: 34 (Affects Parcel I)
11. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: F. Howard Kurtz and Florence E. Kurtz, husband and wife Recorded: December 4, 1959
Instrument No.: Volume: 529 Page: 136 (Affects Parcel I)

12. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: NW Natural Gas Company Recorded: August 14, 1968
Instrument No.: Volume: 652 Page: 94 (Affects Parcel I)
13. Agreement, including the terms and provisions thereof, Recorded: June 11, 1970
Instrument No.: Volume: 685 Page: 43 (Affects Parcel I)
14. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: NW Natural Gas Company Recorded: August 8, 1973
Instrument No.: Volume: 758 Page: 316 (Affects Parcel I)
15. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem Recorded: June 14, 2005
Instrument No.: Reel: 2491 Page: 36 (Affects Parcel I)
16. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem Recorded: June 14, 2005
Instrument No.: Reel: 2491 Page: 36 (Affects Parcel I)
17. Easements as shown on the Partition Plat No. 2009-003.
18. Restrictions as shown on the official plat of said land.

Marion County
Document Separator Page

Instrument # 2024-03390

January 31, 2024 04:30 PM

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: \$111.00

Bill Burgess
Marion County Clerk

This is not an invoice.



AmeriTitle, LLC
320 Church St. NE, Salem, OR 97301
PHONE (503) 581-1431 FAX (503) 364-8716

February 7, 2024
File Number: 619573AM-3
Report No.: 1
Title Officer: Whitney Estes Email: whitney.estes@amerititle.com

PRELIMINARY TITLE REPORT

Property Address: 10.61 acres adj to 891 23rd Street, NE, Salem, OR 97301 / 527113 / 527114 / 574895, Salem, OR 97301

Policy or Policies to be issued:

ALTA LENDER'S RESIDENTIAL (X) EXTENDED () STANDARD

Liability

\$3,000,000.00

Premium

\$1,375.00

Proposed Insured:

Endorsements: OTIRO End 208.2-06, OTIRO End 209.10-06

\$610.00

Local Government Lien Search

We are prepared to issue ALTA (07/01/21) title insurance policy(ies) of Stewart Title Guaranty Company, in the usual form insuring the title to the land described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

and dated as of 29th day of January, 2024 at 7:30 a.m., title is [vested in](#):

City of Salem, an Oregon municipal corporation

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

FEE SIMPLE

Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

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. 24010 Account No. 527113 Map No. 073W24CC04000

NOTE: The 2023-2024 Taxes: \$60,363.54, are Paid

6. City liens, if any, of the City of Salem. (None as of January 5, 2024)
7. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
8. Easements for utilities over and across the premises formerly included within the boundaries of vacated alley, now vacated, if any such exist.
9. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Portland General Electric Company
Recorded: June 21, 1948
Instrument No.: [Volume: 391 Page: 61](#)
(Affects Parcel I)
10. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem
Recorded: December 30, 1948
Instrument No.: [Volume: 399 Page: 78](#)
(Affects Parcel I)

11. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem
Recorded: June 23, 1949
Instrument No.: [Volume: 405 Page: 437](#)
(Affects Parcel I)
12. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem
Instrument No.: [Book: 430 Page: 427](#)
(Affects Parcel I)
13. Agreement for Easement, including the terms and provisions thereof,
Recorded: August 23, 1956
Instrument No.: [Volume: 491 Page: 426](#)
(Affects Parcel I)
14. Agreement, including the terms and provisions thereof,
Recorded: September 8, 1959
Instrument No.: [Volume: 526 Page: 350](#)
(Affects Parcel I)

Amended by instrument,
Recorded: May 25, 2017
Instrument No.: [Reel: 3949, Page: 59](#)
15. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Portland General Electric Company
Recorded: December 2, 1959
Instrument No.: [MF Volume: 529 Page: 34](#)
(Affects Parcel I)
16. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: F. Howard Kurtz and Florence E. Kurtz, husband and wife
Recorded: December 4, 1959
Instrument No.: [Volume: 529 Page: 136](#)
(Affects Parcel I)
17. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: NW Natural Gas Company
Recorded: August 14, 1968
Instrument No.: [Volume: 652 Page: 94](#)
(Affects Parcel I)
18. Agreement, including the terms and provisions thereof,
Recorded: June 11, 1970
Instrument No.: [Volume: 685 Page: 43](#)
(Affects Parcel I)

19. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: NW Natural Gas Company
Recorded: August 8, 1973
Instrument No.: [Volume: 758 Page: 316](#)
(Affects Parcel I)
20. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem
Recorded: June 14, 2005
Instrument No.: [Reel: 2491 Page: 36](#)
(Affects Parcel I)
21. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: November 25, 2008
Instrument No.: [Reel: 3013 Page: 336](#)
(Affects Parcel I)
22. Easements as shown on the Partition [Plat](#) No. 2009-003.
23. Restrictions as shown on the official plat of said land.
24. Rights of tenants under existing leases or tenancies.
25. Personal property taxes, if any.
26. Matters as disclosed by Survey by ABC Surveying LLC,
Dated: February 23, 2023
Job No: 23006
As Follows: a. Parking Lot Encroachment
 b. Private Roads and the rights of others to use them
27. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of the City of Salem.
28. The Company will require a copy of the Operating Agreement (including any approvals of withdrawal of member(s) or acceptance of new member(s)) and the Articles of Organization of Green Light Home First LLC for its examination prior to closing. Any conveyance or encumbrance of the Limited Liability Company's property must be executed by all of the members unless otherwise provided for in the Operating Agreement.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

29. The Oregon Secretary of State Corporation Division has no record of Green Light Home First LLC. Proof must be furnished that Green Light Home First LLC is a properly created entity capable of holding title.

The Company reserves the right to add additional items, make further requirements and/or change the vesting after review of the requested documentation or if such proof cannot be furnished.

30. 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.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

IF THE ABOVE EXCEPTION IS TO BE REMOVED FROM A FORTHCOMING POLICY PRIOR TO THE EXPIRATION OF THE STATUTORY LIEN PERIOD, THE COMPANY MUST BE CONTACTED REGARDING ITS UNDERWRITING REQUIREMENTS FOR EARLY ISSUE.

31. Persons in possession or claiming the right of possession.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

INFORMATIONAL NOTES:

NOTE: Our examination of the title to the subject property discloses no open Deeds of Trust or Mortgages of record. The accuracy of this conclusion should be confirmed in writing prior to closing of the proposed transaction.

NOTE: As of the date hereof, there are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties:

Green Light Home First LLC

NOTE: We find the following deeds affecting said Land recorded within 24 months of the date of this report:
Document: Statutory Warranty Deed
Grantor: Salem Health and Hospitals & Clinics, a non-profit tax exempt corporation organized and existing pursuant to the laws of the State of Oregon
Grantee: City of Salem, an Oregon municipal corporation
Recorded: January 31, 2024
Instrument No.: 2024-03390

Document: Bargain and Sale Deed
Grantor: Hospital Facility Authority of the City of Salem, Oregon, a public authority of the State of Oregon
Grantee: Salem Health and Hospitals & Clinics, a non-profit tax exempt corporation organized and existing pursuant to the laws of the State of Oregon
Recorded: January 30, 2024
Instrument No.: 2024-03112

Document: Quit Claim Deed
Grantor: Salem Health, a non-profit tax exempt corporation organized and existing pursuant to the laws of the State of Oregon
Grantee: Salem Health and Hospitals & Clinics, a non-profit tax exempt corporation organized and existing pursuant to the laws of the State of Oregon
Recorded: May 9, 2023
Instrument No.: Reel: 4706, Page: 374
Re-Recorded: January 30, 2024
Instrument No.: 2024-03114

NOTE: This report does not include a search for financing statements filed in the office of the Secretary of State in this or any other State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a financing statement is filed in the office of the County Clerk (Recorder) covering fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system by recorded lot and block.

NOTE: THIS IS A TITLE ONLY ORDER, and as such this office will not be performing any escrow functions such as document preparation, wiring or payoff information, signings, closing protection letters and/or sub-escrows. For questions pertaining to your escrow,
Please contact: Trevor Cheyne at WFG National Title Insurance Company
Address: 700 NE Multnomah St., Ste. 190, Portland, OR 97232
Phone No.: 503-444-7047
Reference: 24-101155

(If full escrow functions are needed on this transaction by this office, please contact us immediately.) (To release recordings for title only files, please contact our recording desk at (503)581-1431 or email salemrecorder@amerititle.com)

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: 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: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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.

End of Report

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

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel I:

Parcel 2, Partition Plat 2009-03, in the City of Salem, Marion County, Oregon.