

Preliminary Report

Fidelity National Title - Oregon
500 Liberty St. SE, Ste 200, Salem, OR 97301

Escrow Officer: Joan Cuff
Email: Joan.Cuff@FNF.com
Phone: 503-385-2234
File No.: 60222400618

Property Address: Lot 800 Bartell Drive, Salem, OR 97304

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Fidelity National Title®
Company of Oregon

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Fidelity National Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Randy Leeper



Fidelity National Title

Company of Oregon

500 Liberty St. SE, Ste 200, Salem, OR 97301
(503)585-7219

PRELIMINARY REPORT

ESCROW OFFICER: Joan Cuff
Joan.Cuff@FNF.com
503-385-2234

ORDER NO.: 60222400618

TITLE OFFICER: Dave Driskill

TO: Fidelity National Title Company of Oregon
500 Liberty St. SE, Ste 200
Salem, OR 97301

ESCROW LICENSE NO.: 960100001

OWNER/SELLER: City of Salem

BUYER/BORROWER: To Come

PROPERTY ADDRESS: Lot 800 Bartell Drive, Salem, OR 97304

EFFECTIVE DATE: February 20, 2024, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2021	\$ 100,000.00	\$ 450.00
Owner's Standard		
OTIRO Endorsement No. 110		\$ 0.00
ALTA Loan Policy 2021	\$ TBD	\$ TBD
Extended Lender's		
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$ 100.00
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.2-06 - Commercial Environmental Protection Lien (ALTA 8.2-06)		\$ 0.00
Government Lien Search		\$ 60.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

The City of Salem, Oregon, a Municipal corporation

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF SALEM, COUNTY OF POLK, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

Beginning at an iron pipe at 103.33 feet North 2°0' East and 798 feet West from the Southeast corner of Lot 4 of ORCHARD'S COMPANY ADDITION TO WEST SALEM as recorded on Page 41 of Plat Book 1, Records of Polk County, City of Salem, Oregon; thence Northerly 120 feet; West 75 feet; Southerly 120 feet; East 75 feet to the place of beginning.

TOGETHER WITH the right to travel a roadway described as follows:

Beginning at the Southeast corner of Lot 4 of Pacific Land & Orchard Company's Addition to West Salem, Polk County, Oregon, according to the duly recorded plat thereof and running thence North 2° East 73.33 feet; thence West 248 feet to the beginning point for said roadway; thence running West to the County Road; thence North 23°5' West 33 feet; thence East to a point 30 feet North of the place of beginning; thence South 30 feet North of the place of beginning; thence South 30 feet to the place of beginning.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

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. Any 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, which are 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 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.

SPECIFIC ITEMS AND EXCEPTIONS:

6. City Liens, if any, in favor of the City of Salem. An inquiry has been directed to the City Clerk concerning the status of said liens and a report will follow if such liens are found.
7. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.
8. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Warranty Deed

Recording Date: February 21, 1922

Recording No.: [Book 75, Page 89](#)

9. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Warranty Deed

Recording Date: February 21, 1922

Recording No.: [Book 75, Page 90](#)

10. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in deed

Recording Date: October 28, 1965

Recording No.: [Book 198, Page 100](#)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Portland Railway Light & Power Company
Purpose: Power or light lines
Recording Date: August 21, 1922
Recording No: [Book 76, Page 239](#) and [Book 76, Page 240](#)
Affects: Reference is hereby made to said document for full particulars

Memorandum of Agreement

By and Between: Portland General Electric Company and Salem Electric, an Oregon corporation
Recording Date: June 14, 2005
Recording No.: [Book 186, Page 1927](#)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Salem
Purpose: Underground Sanitary sewer, storm drain or water pipelines; electric power, transmission, and supply cables, natural gas pipelines and cable television and communication lines
Recording Date: October 18, 2002
[Recording No: 2002-015719](#)
Affects: Reference is hereby made to said document for full particulars

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Salem
Purpose: Underground Storage Tanks, right-of-way and utility
Recording Date: October 18, 2002
[Recording No: 2002-015720](#)
Affects: Reference is hereby made to said document for full particulars

14. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

15. Note: We find no Notice of Completion recorded on said Land.

16. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

17. 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.

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

18. 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.

19. 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.

The Company will require a survey of the Land by a professional surveyor, and this exception may be eliminated or limited as a result thereof.

ADDITIONAL REQUIREMENTS/NOTES:

- A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year:	2023-2024
Amount:	\$377.72
Levy Code:	3225
<u>Account No.:</u>	<u>260192</u>
Map No.:	07322CB00800

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.
- C. No search has been made for financing statements filed in the office of the Secretary of State, or in any county other than the county in which the herein described land is located. No liability is assumed for any financing statement filed in the office of the County Clerk (Recorder) covering timber, crops, fixtures or contracts affecting said land if said land is Not described by metes and bounds, recorded lot and block or under the rectangular Survey system.
- D. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- E. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- F. Note: The State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.
- G. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- H. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.

I. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

J. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Marion	\$86.00	\$5.00
Benton	\$108.00	\$5.00
Polk	\$91.00	\$5.00
Linn	\$105.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

Note: Please send any documents for recording to the following address:

Portland Title Group
Attn: Recorder
1455 SW Broadway, Suite 1450
Portland, OR. 97201

K. Note: This [map/plat](#) is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

L. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.

M. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS:

Fiscal Year: July 1st through June 30th

Taxes become a lien on real property, but are not yet payable: July 1st

Taxes become certified and payable (approximately on this date): October 15th

First one third payment of taxes is due: November 15th

Second one third payment of taxes is due: February 15th

Final payment of taxes is due: May 15th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply. If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

EXHIBIT ONE
2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any reason not stated in the Covered Risk 13.b
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection;
 - b. any governmental forfeiture, police, regulatory, or national security power
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer, or
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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.
- 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.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;

- not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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.
- 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.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

B380P1919

99 JUN 15 AM 11:11



After recording return to:

CITY OF SALEM555 LIBERTY ST. SE. ROOM 305SALEM, OR 97301

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

CITY OF SALEM555 LIBERTY ST. SE. ROOM 305SALEM, OR 97301Escrow No. 243216PTitle No. 243216P/243217P

THIS SPACE RESERVED FOR RECORDER'S USE

468313

State of Oregon, County of Polk

I hereby certify that this instrument was received and duly recorded by me in Polk County Records.

Linda Dawson, County Clerk

AC

STATUTORY WARRANTY DEED

TCN, INC./RENTCO, INC., J.V., FORMERLY NIELSEN/RENTCO, J.V., COMPRISED OF RENTCO EQUIPMENT RENTALS, INC., AN OREGON CORPORATION AND TCN, INC., AN OREGON CORPORATION, AS TO PARCEL 1; and TCN, INC./RENTCO, INC., J.V., COMPRISED OF RENTCO EQUIPMENT RENTALS, INC., AN OREGON CORPORATION AND TCN, INC., AN OREGON CORPORATION, AS TO PARCEL 2, Grantor, conveys and warrants to THE CITY OF SALEM, OREGON, A MUNICIPAL CORPORATION, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein: SEE ATTACHED EXHIBIT "A"

This property is free of liens and encumbrances, EXCEPT:

RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE HEREIN DESCRIBED TRACT LYING WITHIN THE BOUNDARIES OF ROADS AND ROADWAYS; EASEMENT, CONVEYED TO PORTLAND RAILWAY LIGHT AND POWER COMPANY, RECORDED 8/21/1922, IN BOOK 76, PAGE 239, DR/PCO, AND RECORDED 8/21/1922, IN BOOK 76, PAGE 240, DR/PCO; AGREEMENT CONVEYING THE EASEMENTS TO SALEM ELECTRIC, AN OREGON COOPERATIVE CORPORATION, RECORDED 5/17/1985, IN BOOK 186, PAGE 1927, BOR/PCO.

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 \$133,000.00 (Here comply with the requirements of ORS 93.030)Dated this 26th day of MAY, 1999.

TCN, INC./RENTCO, INC., J.V.,
comprised of
Rentco Equipment Rentals, Inc.,

By: [Signature]
John H. Bagley, President

~~Box~~
~~John H. Bagley, Secretary~~

TCN, Inc., an Oregon Corporation

By: [Signature]
Ted M. Nielsen, President

~~Box~~
~~Ted M. Nielsen, Secretary~~

FIRST AMERICAN TITLE 243216-P

B380P1920

99 JUN 15 AM 11:11

STATE OF OREGON
County of POLK } ss.

This instrument was acknowledged before me on this 26 day of MAY, 1999
by John H. Bagley, as President, ~~and John H. Bagley, xxx Secretary~~ of RENTCO EQUIPMENT
RENTALS, INC., AN OREGON CORPORATION.



Carol A. Trowbridge
Notary Public for Oregon
My commission expires 12/23/2001

STATE OF OREGON
County of Polk)ss:

This instrument was acknowledged before me on this 26 day of May, 1999, by Ted N. Nielsen, as
President, ~~and Carol A. Trowbridge, xxx Secretary~~ of TCN, INC., AN OREGON CORPORATION.



Carol A. Trowbridge
Notary Public for Oregon
My commission expires 12/23/2001

EXHIBIT "A"

PARCEL I:

Beginning at an iron pipe at 103.33 feet North 2°0' East and 798 feet West from the Southeast corner of Lot 4 of Orchard's Company Addition to West Salem as recorded on Page 41 of Plat Book 1, Records of Polk County, Oregon; thence Northerly 120 feet; West 75 feet; Southerly 120 feet; East 75 feet to the place of beginning.

TOGETHER WITH the right to travel a roadway described as follows: Beginning at the Southeast corner of Lot 4 of Pacific Land & Orchard Company's Addition to West Salem, Polk County, Oregon, according to the duly recorded plat thereof and running thence North 2° East 73.33 feet; thence West 248 feet to the beginning point for said roadway; thence running West to the County Road; thence North 23°5' West 33 feet; thence East to a point 30 feet North of the place of beginning; thence South 30 feet North of the place of beginning; thence South 30 feet to the place of beginning.

PARCEL II:

Beginning at an iron pipe 223.33 feet North 2°0' East and 798 feet West of the Southeast corner of Lot 4 of Orchard Company's Addition to West Salem, Polk County, Oregon, as recorded on Page 41 of Plat Book 1, Records of Polk County, Oregon; thence West 75 feet to an iron pipe; thence North 2°0' East 124 feet to an iron pipe; thence East 75 feet; thence South 2°0' West 124 feet to the place of beginning.

No. 24796

J.W.A. Moyer et ux

GRANTORS

TO

Warranty Deed

Geo. Cooper et ux

GRANTEES

This Indenture Witnesseth, That J.W.A. Moyer and Paulina Moyer his wife, for and in consideration of the sum of One dollar and love and affection, ~~to~~ paid, have bargained and sold, and by these presents do bargain, sell and convey unto George Cooper and Mabel Cooper, husband and wife the following described premises, to-wit:

Beginning at a point for place of beginning which is described as follows: Beginning at the southeast corner of Lot No. 4 of Pacific Land and Orchard Company's Addition to West Salem, in Polk County, State of Oregon, according to the duly recorded plat thereof; thence North 2 degrees East 73.33 feet; thence West 548 feet; thence North 30 feet to the beginning point of this tract; running thence North 120 feet; thence West 75 feet; thence South 120 feet; thence East 75 feet to the place of beginning.

Together with the right to travel a road way described as follows: Beginning at a point 30 feet South of the southeast corner of above tract; running thence West to the county road; thence North 23 deg. 05 minutes West 33 feet; thence East to a point 30 feet North of the place of beginning; thence south 30 feet to place of beginning; the grantees to travel said road way in common with others and to pay their proportionate part of its maintenance and up-keep.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said George Cooper and Mabel Cooper his wife, their heirs and assigns forever. And they the said Grantors do hereby covenant to and with the said Grantees, their heirs and assigns, that they are (the owner &c. in fee simple of said premises; that they are free from all incumbrances)

and that they will warrant and defend the same from all lawful claims whatsoever. IN WITNESS WHEREOF, we have hereunto set our hand and seal this 14th day of February, 1922.

Done in presence of J.A.R. Allegood J.W.A. Moyer (SEAL) L.D. Brown Paulina Moyer (SEAL) (SEAL) (SEAL)

STATE OF OREGON, County of Polk ss.

On this 14th day of February, A. D. 1922, personally came before me, a Notary Public in and for said County and State, the within named, J.W.A. Moyer and Paulina Moyer, his wife

to me personally known to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely for the uses and purposes therein named.

WITNESS my hand and notarial seal this 14th day of February, 1922. February 21st, 1922, at 2:44 P.M. L.D. Brown

Notary Public for Oregon. My commission expires April 27, 1925. Recorded by Selma Curtis Deputy. FLOYD D. MOORE County Clerk. (Notarial Seal) By FLOYD L. SEITZ Deputy.

No. 24797

J.W.A. Moyer et ux

GRANTOR S

to

James H. Moyer et ux

GRANTEE S

Warranty Deed

This Indenture Witnesseth, That J.W.A. Moyer and Paulina Moyer his wife for and in consideration of the sum of One dollar and love and affection to them paid, have bargained and sold, and by these presents do bargain, sell and convey unto James H. Moyer and Goldie Moyer husband and wife the following described premises, to-wit:

beginning at a point for place of beginning, which is described as follows: Beginning at the southeast corner of Lot No. 4 of the Pacific Land & Orchard Company's Addition to West Salem, in Polk County, Oregon, according to the duly recorded plat thereof; thence North 2 degrees East 73.33 feet; thence West 648 feet; thence North 30 feet to the beginning point of this tract; and running thence North 120 feet; thence West 75 feet; thence South 120 feet; thence East 75 feet to the place of beginning.

Together with the right to travel a road way described as follows: Beginning at a point 30 feet south of the southeast corner of above tract; running thence West to the county road; thence North 23 deg. 05 minutes West 33 feet; thence East to a point 30 feet North of the place of beginning; thence South 30 feet to the place of beginning; the grantees to travel said road way in common with others and to pay their proportionate part of its maintenance and up-keep.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said James H. Moyer and Goldie Moyer, their heirs and assigns forever. And they the said Grantors do hereby covenant to and with the said Grantees, their heirs and assigns, that they are (the owner S in fee simple of said premises; that they are free from all incumbrances)

and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, We have hereunto set our hand S and seal S this 14th day of February, 1922.

Done in presence of

J. R. Allgood

L. D. Brown

J.W.A. Moyer

(SEAL)

Paulina Moyer

(SEAL)

(SEAL)

(SEAL)

STATE OF OREGON, } ss.
County of Polk }

On this 14th day of February, A. D. 1922, personally came before me, a Notary Public in and for said County and State, the within named, J.W.A. Moyer and Paulina Moyer, his wife

to me personally known to be the identical person S described in and who executed the within instrument and acknowledged to me that they executed the same freely for the uses and purposes therein named

WITNESS my hand and seal this 14th day of February, 1922.

Filed for record February 21st, 1922, at 2:46 P.M.
(Notarial Seal)

FLOYD P. MOORE

County Clerk.

By FLOYD L. BENTER

Deputy.

L. D. Brown

Notary Public for Oregon.

My commission expires April 27, 1925.

Recorded by

Delma Curtis
Deputy.

BARGAIN AND SALE DEED

RAY E. SWEARINGER conveys to REX P. SWEARINGER all that real property situated in Polk County, State of Oregon described as:

Beginning at an iron pipe at 103.33 feet North, 2° 01' East and 798 feet West from the Southeast corner of Lot 4 of Orchard's Company Addition to West Salem as recorded on page 41 of Plat Book 1, Records of Polk County, Oregon, thence Northerly 120 feet, West 75 feet; Southerly 120 feet; East 75 feet to the place of beginning, containing .2066 acres.

Together with the right to travel a roadway described as follows: Beginning at the Southeast corner of Lot 4 of Pacific Land & Orchard Company's Addition to West Salem, Polk County, Oregon, according to the duly recorded plat thereof and running thence North 2° East 73.33 feet; thence West 248 feet to the beginning point for said roadway; thence running West to the County Road; thence North 23° 51' West 33 feet; thence East to a point 30 feet North of the place of beginning; thence South 30 feet to the place of beginning. The grantees to travel said roadway in common with others and to pay their proportionate part of its maintenance and upkeep.

DATED this 27th day of October, 1965.

STATE OF OREGON)

COUNTY OF MARION) ss.

October 27, 1965.

Personally appeared the above named RAY E. SWEARINGER and acknowledged the foregoing instrument to be his voluntary act. Before me:

Ralph W. Wyckoff
Notary Public for Oregon

My Commission expires: June 1, 1968

EASEMENT BETWEEN ADJOINING OWNERS FOR PRIVATE DRIVEWAY

IT IS AGREED by and between WINNIE PETTYJOHN, a widow, and HENRY J. MILLIE and FAYE MILLIE, husband and wife, as Parties of the First Part; and KENNETH H. SMITH and DONNA M. SMITH, husband and wife, as Parties of the Second Part; and HARLYN E. ENGLAND and MARILY J. ENGLAND, husband and wife, as Parties of the Third Part, that:

1. The Parties of the First Part own Lot 7 thru 13 and Lot 16, Block 1, Westhaven to Polk County, Oregon; and
2. The Parties of the Second Part own Lot 14, Block 1, Westhaven to Polk County, Oregon; and
3. The Parties of the Third Part own Lot 15, Block 1, Westhaven to Polk County, Oregon.

All of said parties desire to create a permanent easement and perpetual right of way over and across the Westerly 12 feet of the above described real property for road and driveway purposes to exclusively benefit the owners of the said real property, their heirs, successors and assigns.

NOW, THEREFORE, the parties hereto and hereby mutually agree with each other and create a permanent easement and perpetual right to use, providing each, and their heirs, successors and assigns, contributes to the care and maintenance thereof, a tract of land 12 feet in width over and across the Westerly 12 feet of all of the above described lots for road and driveway purposes for their mutual, but private, use and benefit. It is further declared that this easement is a covenant running with the land.

DATED this 31st day of August, 1965.

Parties of the First Part:

Winnie Pettyjohn
Winnie Pettyjohn

Henry J. Millie
Henry J. Millie

Faye Millie
Faye Millie

Parties of the Second Part:

Kenneth H. Smith
Kenneth H. Smith

Donna M. Smith
Donna M. Smith

Parties of the Third Part:

Harlyn B. England
Harlyn B. England

Marilyn J. England
Marilyn J. England

STATE OF OREGON,)
County of Marion,) ss.

August 12, 1965.

Personally appeared Winnie Pettyjohn, a widow, and Henry J. Millie and Faye Millie, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Daniel L. Brown
Notary Public for Oregon
My Commission Expires: MY COMMISSION EXPIRES MAR. 23, 1969

STATE OF OREGON,)
County of Marion,) ss.

August 14, 1965.

Personally appeared Kenneth H. Smith and Donna M. Smith, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Daniel L. Brown
Notary Public for Oregon
My Commission Expires: MY COMMISSION EXPIRES MAR. 23, 1969

STATE OF OREGON,)
County of Marion,) ss.

August 14, 1965.

Personally appeared the above-named Harlyn B. England and Marilyn J. England, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Daniel L. Brown
Notary Public for Oregon
My Commission Expires: MY COMMISSION EXPIRES MAR. 23, 1969

Exhibit - Page 2

156626
Oct. 29, 1965

J. H. Moyer et al

to

Portland Railway Light
& Power Company

EASEMENT

No 26123 Y

Know all men by these presents, that J. H. Moyer and Goldie Moyer his wife, James W. A. Moyer and Pauline Moyer, his wife, George I. Cooper and Mable T. Cooper, his wife, his wife, Martin E. Moyer and Josie Moyer, his wife, Charles Thrapp and Georgia Thrapp, his wife, W. H. Lutz and Sarah Lutz, his wife, and Joe Burch, single, for and in consideration of the sum of \$1.00 and other good and valuable consideration to them paid, the receipt whereof is hereby acknowledged, do hereby grant unto Portland Railway Light & Power company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its power or light lines including the necessary poles, wires and fixtures, over, across and on the hereinafter described real property, and do also grant unto said Portland Railway Light & Power Co., its successors and assigns, the right, privilege and authority to cut or trim any trees necessary to keep the wires of any lines now or hereafter to be erected clear, by at least 36 inches. Also, to put in place, the necessary guy wires and brace poles, and to attach guy wires to trees along said lines, and also said Portland Railway Light & Power Co., is fully authorized and empowered to enter upon the hereinafter described premises, for the purpose of constructing its said lines on and over the same as above provided, said real premises being described as follows:

Lots one (1) two (2) three (3) four (4) five (5) six (6) and Seven (7) of Pacific Land and Orchard Company Addition to West Salem, Polk County, Oregon, as shown by the recorded plat thereof on record in the office of the Recorder of Conveyances for Polk County, Oregon.

In witness whereof, we have hereunto set our hands and seals this 13 day of June, 1922.

Witnesses

Leland Moyer

F. L. Wood

J. H. Moyer (seal)

Goldie Moyer (seal)

J.W.A. Moyer (seal)

Paulina Moyer (seal)

Mable T. Cooper (seal)

Geo Cooper (seal)

Martin Moyer (seal)

Josie Moyer (seal)

Chas Thrapp (seal)

Georgia Thrapp (seal)

Sarah Lutz (seal)

W. H. Lutz (seal)

Joel Burch (seal)

State of Oregon)
County of Marion) ss

On this 13 day of June, 1922, personally appeared before me a notary Public in and for said County and State, the within named J. H. Moyer, Goldie Moyer, his wife, James W. A. Moyer, and Paulina Moyer, his wife, George I. Cooper and Mable T. Cooper, his wife, his wife, Martin E. Moyer and Josie Moyer, his wife,

Charles Thrapp and Georgia Thrapp, his wife, W. H. Lutz and Sarah Lutz, his wife, and Joe Burch, single, to me personally known to be the identical persons described in and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal this 13 day of June, 1922.

(Notarial Seal)

F. L. Wood
Notary Public for Oregon.
My commission expires Mar 6-1924

Filed for record August 21st, 1922 at 9:20 A.M.

Floyd D. Moore, County Clerk

By Floyd L. Senter, Deputy

Recorded by

Floyd L. Senter

Deputy

J. H. Moyer et al

No 26124

to

Portland Railway Light and

EASEMENT

Power Company

Know all men by these presents, that J. H. Moyer and Goldie Moyer, his wife, James A. Moyer and Pauline Moyers, his wife, George I. Copper and Mable T. Cooper, his wife, Harrold Forrest and Josie Forrest, his wife, Martin E. Moyer and Josie Moyer, his wife, Charles Thrapp and Georgia Thrapp, his wife, W. H. Lutz and Sarah Lutz, his wife, and Joe Burch, single, for and in consideration of the sum of \$1.00, and other good and valuable consideration to them paid, the receipt whereof is hereby acknowledged, do hereby grant unto Portland Railway Light & Power Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its power or light lines, including the necessary poles, wires and fixtures over, across and on the hereinafter described real property, and do also grant unto said Portland Railway Light & Power Co., its successors and assigns the right, privilege and authority to cut or trim any trees necessary to keep the wires of any lines now or hereafter to be erected clear, by at least 36 inches. Also, to put in place, the necessary guy wires and brace poles, and to attach guy wires to trees along said lines, and also said Portland Railway Light & Power Co., is fully authorized and empowered to enter upon the hereinafter described premises, for the purpose of constructing its said lines on and over the same as above provided, said real premises being described as follows:

Lots one (1) two (2) three (3) four (4) five (5) six (6) and Seven (7) of Pacific Land and Orchard Company Addition to West Salem, Polk County, Oregon, as shown by the recorded plat thereon on record in the office of the Recorder of Conveyances for Polk County, Oregon.

In witness whereof, we have hereunto set our hands and seals this 14th day of June, 1922.

Witnesses:

Chas W. Rice

Joe Rice

Harold Forrest

Josie Forrest

(Seal)
(Seal)

Charles Thrapp and Georgia Thrapp, his wife, W. H. Lutz and Sarah Lutz, his wife, and Joe Burch, single, to me personally known to be the identical persons described in and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal this 13 day of June, 1922.

(Notarial Seal)

F. L. Wood
Notary Public for Oregon.
My commission expires Mar 6-1924

Filed for record August 21st, 1922 at 9:20 A.M.

Floyd D. Moore, County Clerk

By Floyd L. Senter, Deputy

Recorded by

Floyd L. Senter

Deputy

J. H. Moyer et al

No 26124

to

Portland Railway Light and

EASEMENT

Power Company

Know all men by these presents, that J. H. Moyer and Goldie Moyer, his wife, James A. Moyer and Pauline Moyer, his wife, George I. Copper and Mable T. Cooper, his wife, Harrold Forrest and Josie Forrest, his wife, Martin E. Moyer and Josie Moyer, his wife, Charles Thrapp and Georgia Thrapp, his wife, W. H. Lutz and Sarah Lutz, his wife, and Joe Burch, single, for and in consideration of the sum of \$1.00, and other good and valuable consideration to them paid, the receipt whereof is hereby acknowledged, do hereby grant unto Portland Railway Light & Power Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its power or light lines, including the necessary poles, wires and fixtures over, across and on the hereinafter described real property, and do also grant unto said Portland Railway Light & Power Co., its successors and assigns the right, privilege and authority to cut or trim any trees necessary to keep the wires of any lines now or hereafter to be erected clear, by at least 36 inches. Also, to put in place, the necessary guy wires and brace poles, and to attach guy wires to trees along said lines, and also said Portland Railway Light & Power Co., is fully authorized and empowered to enter upon the hereinafter described premises, for the purpose of constructing its said lines on and over the same as above provided, said real premises being described as follows:

Lots one (1) two (2) three (3) four (4) five (5) six (6) and Seven (7) of Pacific Land and Orchard Company Addition to West Salem, Polk County, Oregon, as shown by the recorded plat thereon on record in the office of the Recorder of Conveyances for Polk County, Oregon.

In witness whereof, we have hereunto set our hands and seals this 14th day of June, 1922.

Witnesses:

Chas W. Rice

Joe Rice

Harold Forrest

Josie Forrest

(seal)
(Seal)

State of Oregon)
County of) ss

On this 14th day of June, 1922, personally came before me a notary public in and for said County and State, the within named Harrold Forrest and Josie Forrest, his wife, to me personally known to be the identical persons described in and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal this 14th day of June, 1922.

Chas W. Rice
Notary Public for Oregon
My commission expires Dec 17, 1923.

(Notarial Seal)

Filed for record August 21st, 1922 at 9:25 A.M.

Floyd D. Moore, County Clerk

By Floyd L. Senter, Deputy

Recorded by

Floyd L. Senter

Deputy.

John W. Orr, Sheriff

No 26127X

to

)

SHERIFF'S DEED

Northwestern National Bank Portland)

This indenture, made the 18th day of August, 1922, by and between John W. Orr, as Sheriff of the County of Polk, State of Oregon, the party of the first part, and Northwestern National Bank, a corporation, Portland, Oregon, the party of the second part:

Witnesseth, that the said party of the first part, by virtue of an execution and order of sale duly issued out of the Circuit Court of the State of Oregon, for the County of Polk on the 24th day of May, 1921 on a judgment and decree theretofore duly taken in said Court in a suit wherein Portland Trust Company, a corporation was plaintiff, and Pinckney Bros, Dairy, a corporation, were defendants, for the foreclosure of a mortgage upon the property hereinafter described, and a sale of said property duly made on the 25th day of June, 1921, and a due confirmation of said sale on the 11th day of July, 1921, and in pursuance of the statutes in such cases made and provided, and for and in consideration of the sum of Ten Thousand and No/100 (\$10,000.00) Dollars to John W. Orr, as Sheriff in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to Northwestern National Bank a corporation, Portland, Oregon and assigns forever, all the estate right, title and interest, which the said defendants in said suit, or either of them, had on the 1st day of May, 1918, or at any time afterwards, or now have in or to all those certain lots, pieces, or parcels of land, situate, lying and being in the said County of Polk, State of Oregon, and more particularly described as follows, to-wit:

MEMORANDUM OF AGREEMENT

DATED: May 13, 1968

BETWEEN:

Portland General Electric Company,
an Oregon corporation
121 SW. Salmon
Portland, Oregon 97204

and

Salem Electric,
an Oregon cooperative corporation
633 7th NW
Salem, Oregon 97304

Pursuant to an Agreement dated June 3, 1968, Portland General Electric Company sold to Salem Electric all of the electrical distribution plant of Portland General Electric Company in Marion and Polk County, Oregon, including easements, permits and licenses. This conveyance transferred Portland General Electric Company's easements disclosed by instruments recorded August 21, 1922, in Volume 76, Page 239, and Volume 76, Page 240, Deed Records for Polk County, Oregon. This agreement appears as Exhibit "1" to Order #45160 of the Public Utility Commissioner of Oregon, which was entered November 7, 1968.

The consideration for the conveyance of the easements was nothing, it being made in conjunction with the transfer of other property.

PORTLAND GENERAL ELECTRIC COMPANY

By: Geoff Chaffin

Title: Vice President

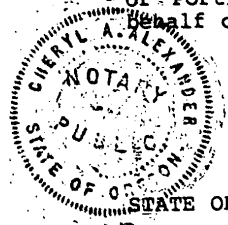
SALEM ELECTRIC

By: Joe Owen

General Manager

STATE OF OREGON)
) ss.
County of Multnomah)

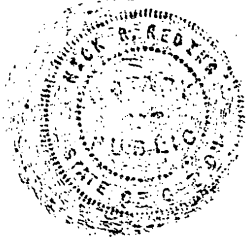
The foregoing instrument was acknowledged before me this 7th
day of May, 1985 by Joe Chappin, Vice President
of Portland General Electric Company, an Oregon corporation, on
behalf of the corporation.



Cheryl A. Alexander
Notary Public for Oregon
My commission expires: 12-7-88

STATE OF OREGON)
) ss.
County of Polk)

The foregoing instrument was acknowledged before me this 13th
day of May, 1985 by JEFF OYERS, GENERAL MANAGER
of Salem Electric, an Oregon cooperative corporation, on behalf of
the corporation.



Vick R. Redding
Notary Public for Oregon
My commission expires: 6-23-87

After recording, return to:
Clark, Marsh, Lindauer & McClinton
880 Liberty Street NE
P.O. Box 2206
Salem, OR 97308-2206

297115

STATE OF OREGON) FILED
) ss. POLK COUNTY OREGON
County of Polk)

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

B.O.R. 186 Page 1927 BY WB DEPUTY

MAY 17 9 44 AM '85
LINDA DAWSON
COUNTY CLERK

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that JERRY D. JACKSON and DEANNA R. JACKSON, TRUSTEES OF THE JERRY D. JACKSON and DEANNA R. JACKSON FAMILY TRUST, executed the 16th day of July, 1998 ("Grantors"), for the consideration of One Thousand One Hundred DOLLARS to them paid, the receipt whereof is hereby acknowledged, do forever grant unto the CITY OF SALEM, a municipal corporation ("Grantee"), a permanent easement over and along the full width and length of the premises described as follows, to-wit:

Tract 2 of Exhibit A, as shown on Exhibit B.

TO HAVE AND TO HOLD the above-described permanent easement unto Grantee and for the use and benefit of public utility companies furnishing electric power, natural gas, communication, and cable television service in accordance with the conditions and covenants as follows:

The permanent easement shall include the right, privilege, and authority to Grantee and such public utilities to excavate for, and to construct, build, install, lay, patrol, operate, maintain, repair, replace, and remove underground sanitary sewer, storm drain, or water pipelines; electric power, transmission, and supply cables; natural gas pipelines; and cable television and communication lines with all appurtenances incident thereto or necessary therewith, including above-ground valve boxes, fire hydrants, or manholes, in, under, and across the said premises, and together with the right of Grantee and utility owners to place, excavate, replace, repair, install, maintain, operate, inspect, add to the number of and relocate such utilities and necessary appurtenances, and make excavations therefor from time to time, in, under, and through the above-described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said utilities, or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above-described premises at any and all times for the above purposes; and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. No building shall be constructed over the easement, and no earthfill or embankment shall be placed within this easement, nor over any utility fixture therein without a specific written agreement between affected utility owners who may be beneficiaries of this easement, and Grantors, their successors, or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the utilities shall be assumed by Grantors, their successors, or assigns.

RECORDED IN POLK COUNTY
LINDA DAWSON, COUNTY CLERK

2002-015719



\$46.00

00060002200200157190050055

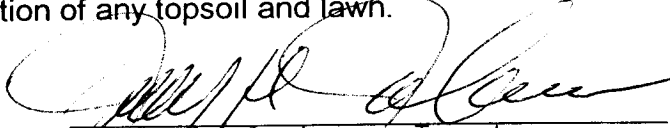
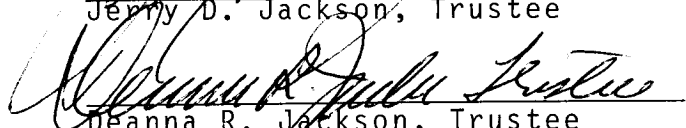
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REC-EAS Cnt=1 Stn=1 A. CAPTAIN
\$25.00 \$10.00 \$11.00

After recording, return to:
City of Salem
300 Commercial St. NE
Salem OR 97301-

115

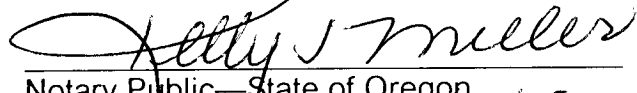
Grantee, and each utility owner beneficiary of this easement, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of Grantors, and any improvements disturbed by the work, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.



Jerry D. Jackson, Trustee

Deanna R. Jackson, Trustee

STATE OF OREGON)
County of Marion)

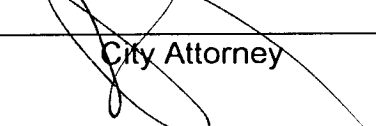
This instrument was acknowledged before me on September 9, 2002, by JERRY D. JACKSON and DEANNA R. JACKSON, Trustees of the Jerry D. Jackson and Deanna R. Jackson Family Trust, executed on 16th day of July 1998.




Notary Public—State of Oregon
My commission expires: 3/10/05

By: 
Public Works Department

APPROVED AS TO FORM:

By: 
City Attorney

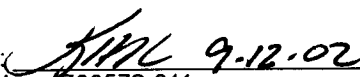
Checked By:  9.12.02
Project Number: 700572-011
December 3, 2001

EXHIBIT A

City of Salem
C.D.R.E. No. 011
Vestee: JERRY D. JACKSON and DEANNA R. JACKSON, TR.
Tax Map No.: 7.3.22CB-700

A tract of land in Section 22, Township 7 South, Range 3 West, Willamette Meridian, City of Salem, Polk County, Oregon, being a portion of that property described in that instrument recorded in Book 366, Page 75 of Polk County Book of Records, the said tract being that portion of said property included in a strip of land lying on the easterly (right) side of the Engineer's Centerline.

The Engineer's Centerline referred to above is described as follows:

Beginning at Engineer's Centerline Station 10+00.00, said point being 826.06 feet South and 943.45 feet East of a 5/8-inch diameter iron rod marking the most southerly southwest corner of the Jesse Harriot D.L.C. No. 67, said monument being depicted on Polk County Restoration Form No. 10907;

thence North 69°11'52" East, 211.10 feet to the point of curve of a 150.00 foot radius curve to the right at Engineer's Centerline Station 12+11.10;

thence along the arc of said curve 235.61 feet, through a central angle of 89°59'50" (the chord of said curve bears South 65°48'13" East, 212.13 feet) to Engineer's Centerline Station 14+46.71;

thence South 20°48'18" East, 160.20 feet to the point of curve of a 150.00 foot radius curve to the left at Engineer's Centerline Station 16+06.91;

thence along the arc of said curve 235.54 feet, through a central angle of 89°58'12" (the chord of said curve bears South 65°47'24" East, 212.08 feet) to Engineer's Centerline Station 18+42.45;

thence North 69°13'30" East, 121.15 feet to the point of curve of a 200.00 foot radius curve to the right at Engineer's Centerline Station 19+63.60;

thence along the arc of said curve 48.85 feet, through a central angle of 13°59'38" (the chord of said curve bears North 76°13'19" East, 48.73 feet) to Engineer's Centerline Station 20+12.45;

thence North 83°13'08" East, 68.71 feet to the point of curve of a 500.00 foot radius curve to the right at Engineer's Centerline Station 20+81.16;

thence along the arc of said curve 32.71 feet, through a central angle of 03°44'52" (the chord of said curve bears North 85°05'34" East, 32.70 feet) to Engineer's Centerline Station 21+13.87;

thence North 86°58'00" East, 175.01 feet to the point of curve of a 200.00 foot radius curve to the right at Engineer's Centerline Station 22+88.88;

After recording, return to:
City Recorder
555 Liberty Street SE, Room 200
Salem OR 97301-3503

thence along the arc of said curve 16.34 feet, through a central angle of 04°40'56" (the chord of said curve bears North 89°18'28" East, 16.34 feet) to Engineer's Centerline Station 23+05.22;

thence South 88°21'04" East, 83.40 feet to the point of curve of a 50.00 foot radius curve to the left at Engineer's Centerline Station 23+88.62;

thence along the arc of said curve 78.56 feet, through a central angle of 90°01'30" (the chord of said curve bears North 46°38'11" East, 70.73 feet) to Engineer's Centerline Station 24+67.18;

thence North 01°37'26" East, 188.33 feet to the point of curve of a 800.00 foot radius curve to the left at Engineer's Centerline Station 26+55.51;

thence along the arc of said curve 151.87 feet, through a central angle of 10°52'36" (the chord of said curve bears North 03°48'52" West, 151.64 feet) to the point of curve of a 1,600.00 foot radius curve to the right at Engineer's Centerline Station 28+07.38;

thence along the arc of said curve 296.04 feet, through a central angle of 10°36'04" (the chord of said curve bears North 03°57'08" West, 295.62 feet) to Engineer's Centerline Station 31+03.42;

thence North 01°20'54" East, 259.01 feet to Engineer's Centerline Station 33+62.43, which point bears South 88°23'52" East, 2153.70 feet from the most southerly southwest corner of the said Jesse Harriot D.L.C. No. 67.

The widths in feet of the strip of land referred to above are as follows:

Tract 1 (45.00 foot wide Right-of-Way)

Station	to	Station	Width on the easterly (right) side of Engineer's Centerline
26+78.66		28+07.38	22.50

Contains 79 square feet, or 0.002 acres, more or less.

Tract 2 (5' wide Public Utility Easement)

Station	to	Station	Width on the easterly (right) side of Engineer's Centerline
26+78.53		28+07.38	27.50

EXCEPTING Tract 1 as described above;

Contains 255 square feet, or 0.006 acres, more or less.

Bearings for this description are based on the Oregon Coordinate System of 1983, North Zone and are from a survey performed by Otak, Incorporated in May, 1999 through August, 2001 for the Wallace Road Local Improvement Project, said survey being recorded in the Survey Records of Polk County as CS XXXXX.

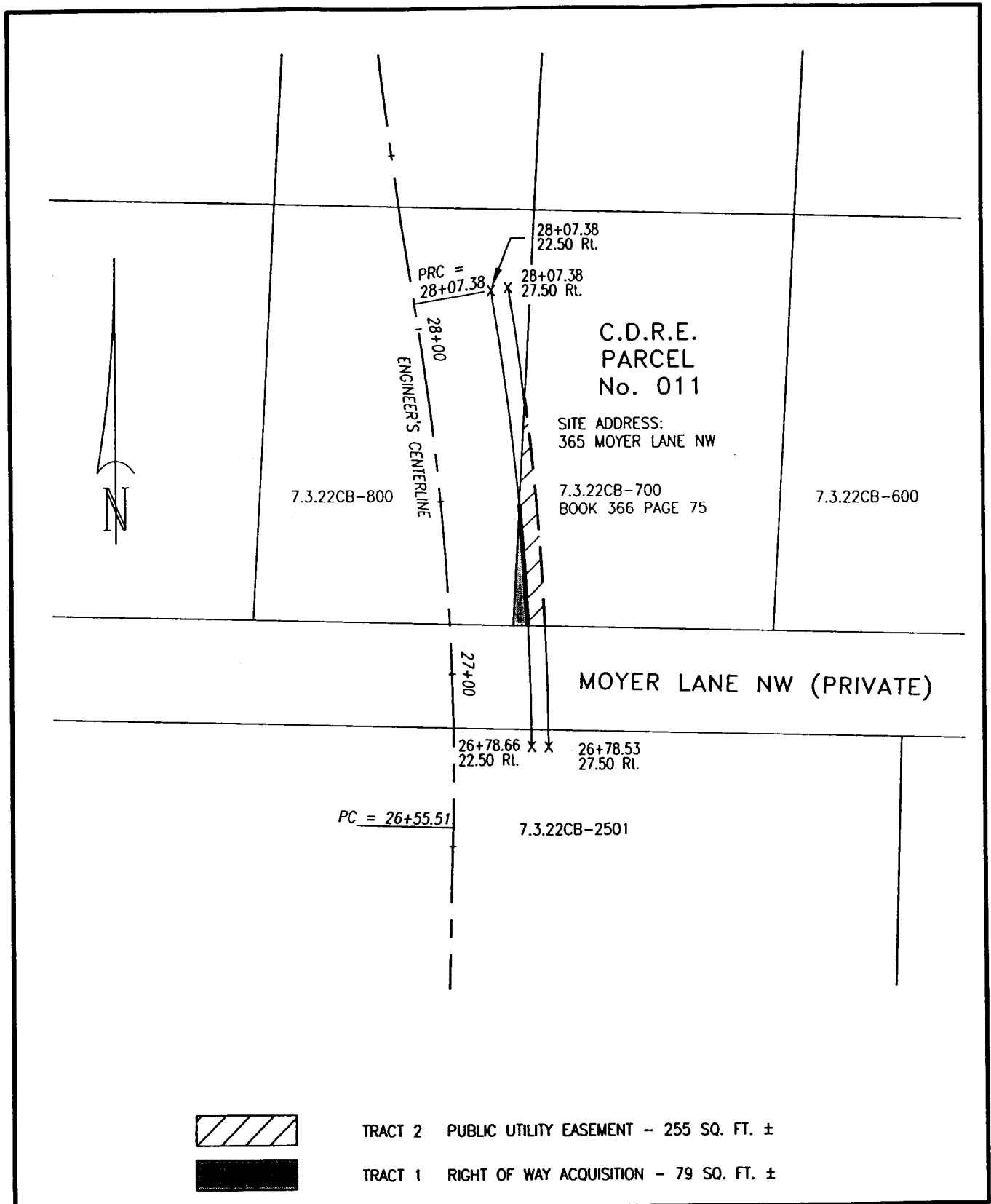


EXHIBIT B STREET IMPROVEMENT WALLACE ROAD LOCAL ACCESS	40 20 0 40 	CITY OF SALEM DEPARTMENT OF PUBLIC WORKS
		ACQUISITION MAP
JERRY D. AND DEANNA R. JACKSON TRUST BOOK 366 PAGE 75 365 MOYER LANE NW SALEM, OREGON	C.D.R.E. PARCEL NO. 011 TAX MAP 7.3.22CB-700 POLK COUNTY OREGON	P.N. 700572-011
		DRN. MEM DATE: 09-27-2001

AmeriTitle 20013

EASEMENT FOR RIGHT-OF-WAY AND UTILITY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that JERRY D. JACKSON and DEANNA R. JACKSON, TRUSTEES OF THE JERRY D. JACKSON and DEANNA R. JACKSON FAMILY TRUST, executed the 16th day of July, 1998 ("Grantor"), for the consideration of Nine Hundred and no/100 DOLLARS to them paid, the receipt whereof is hereby acknowledged, do forever grant unto the CITY OF SALEM, a municipal corporation ("Grantee"), which purchases pursuant to its eminent domain power and authority, a permanent right-of-way and utility easement for public street, right-of-way, and utility purposes over and along the full width and length of the premises described as follows, to-wit:

See Exhibit A attached and as shown on Exhibit B attached.

TO HAVE AND TO HOLD the above-described permanent right-of-way and utility easement unto said Grantee for the uses and purposes aforesaid forever. And Grantor does covenant with Grantee, that the subject property is free from all liens and encumbrances, and that Grantor and its successors shall Warrant and Defend the same to Grantee against the lawful claims and demands of all persons whomsoever.

Grantor represents that they disclosed all knowledge of underground storage tanks and/or of any release of hazardous substances onto or from the property, and disclosed any known report, investigation, survey, or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.

It is understood and agreed that Grantee, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the subject property, and that the Grantor is not attempting to convey any such liability.

In the event Grantor includes more than one person or entity, all such persons or entities shall be jointly and severally liable for all conditions herein.

Grantor, their successors, and assigns, agree to defend, indemnify, and hold harmless Grantee, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from the presence of hazardous substances onto or from the property. This provision shall

After recording, return to:
City of Salem
350 Commercial St. NE
Salem OR 97301

RECORDED IN POLK COUNTY
LINDA DAWSON, COUNTY CLERK

2002-015720




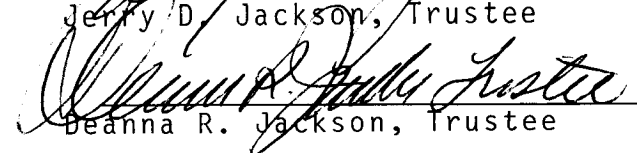
\$46.00

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10/18/2002 03:50:17 PM

REC-EAS Cnt=1 Stn=1 A. CAPTAIN
\$25.00 \$10.00 \$11.00


not apply to a release of hazardous substances onto or from the property caused by the officers, agents, or employees of Grantee. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.


Jerry D. Jackson, Trustee

Deanna R. Jackson, Trustee

STATE OF OREGON)
County of Marion)

This instrument was acknowledged before me on September 9, 2002, by JERRY D. JACKSON and DEANNA R. JACKSON, TRUSTEES OF THE JERRY D. JACKSON and DEANNA R. JACKSON FAMILY TRUST, executed the 16th day of July, 1998.

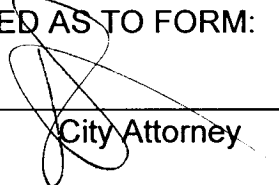



Notary Public—State of Oregon
My commission expires: 3/10/05

APPROVED:

By: 
Public Works Department

APPROVED AS TO FORM:

By: 
City Attorney

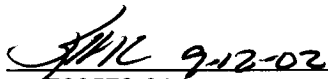
Checked By: 
Project Number: 700572-011
December 7, 2001

EXHIBIT A

City of Salem
C.D.R.E. No. 011
Vestee: JERRY D. JACKSON and DEANNA R. JACKSON, TR.
Tax Map No.: 7.3.22CB-700

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The Engineer's Centerline referred to above is described as follows:

Beginning at Engineer's Centerline Station 10+00.00, said point being 826.06 feet South and 943.45 feet East of a 5/8-inch diameter iron rod marking the most southerly southwest corner of the Jesse Harriot D.L.C. No. 67, said monument being depicted on Polk County Restoration Form No. 10907;

thence North 69°11'52" East, 211.10 feet to the point of curve of a 150.00 foot radius curve to the right at Engineer's Centerline Station 12+11.10;

thence along the arc of said curve 235.61 feet, through a central angle of 89°59'50" (the chord of said curve bears South 65°48'13" East, 212.13 feet) to Engineer's Centerline Station 14+46.71;

thence South 20°48'18" East, 160.20 feet to the point of curve of a 150.00 foot radius curve to the left at Engineer's Centerline Station 16+06.91;

thence along the arc of said curve 235.54 feet, through a central angle of 89°58'12" (the chord of said curve bears South 65°47'24" East, 212.08 feet) to Engineer's Centerline Station 18+42.45;

thence North 69°13'30" East, 121.15 feet to the point of curve of a 200.00 foot radius curve to the right at Engineer's Centerline Station 19+63.60;

thence along the arc of said curve 48.85 feet, through a central angle of 13°59'38" (the chord of said curve bears North 76°13'19" East, 48.73 feet) to Engineer's Centerline Station 20+12.45;

thence North 83°13'08" East, 68.71 feet to the point of curve of a 500.00 foot radius curve to the right at Engineer's Centerline Station 20+81.16;

thence along the arc of said curve 32.71 feet, through a central angle of 03°44'52" (the chord of said curve bears North 85°05'34" East, 32.70 feet) to Engineer's Centerline Station 21+13.87;

thence North 86°58'00" East, 175.01 feet to the point of curve of a 200.00 foot radius curve to the right at Engineer's Centerline Station 22+88.88;

After recording, return to:

City Recorder
555 Liberty Street SE, Room 200
Salem OR 97301-3503

thence along the arc of said curve 16.34 feet, through a central angle of 04°40'56" (the chord of said curve bears North 89°18'28" East, 16.34 feet) to Engineer's Centerline Station 23+05.22;

thence South 88°21'04" East, 83.40 feet to the point of curve of a 50.00 foot radius curve to the left at Engineer's Centerline Station 23+88.62;

thence along the arc of said curve 78.56 feet, through a central angle of 90°01'30" (the chord of said curve bears North 46°38'11" East, 70.73 feet) to Engineer's Centerline Station 24+67.18;

thence North 01°37'26" East, 188.33 feet to the point of curve of a 800.00 foot radius curve to the left at Engineer's Centerline Station 26+55.51;

thence along the arc of said curve 151.87 feet, through a central angle of 10°52'36" (the chord of said curve bears North 03°48'52" West, 151.64 feet) to the point of curve of a 1,600.00 foot radius curve to the right at Engineer's Centerline Station 28+07.38;

thence along the arc of said curve 296.04 feet, through a central angle of 10°36'04" (the chord of said curve bears North 03°57'08" West, 295.62 feet) to Engineer's Centerline Station 31+03.42;

thence North 01°20'54" East, 259.01 feet to Engineer's Centerline Station 33+62.43, which point bears South 88°23'52" East, 2153.70 feet from the most southerly southwest corner of the said Jesse Harriot D.L.C. No. 67.

The widths in feet of the strip of land referred to above are as follows:

Tract 1 (45.00 foot wide Right-of-Way)

Station	to	Station	Width on the easterly (right) side of Engineer's Centerline
26+78.66		28+07.38	22.50

Contains 79 square feet, or 0.002 acres, more or less.

Tract 2 (5' wide Public Utility Easement)

Station	to	Station	Width on the easterly (right) side of Engineer's Centerline
26+78.53		28+07.38	27.50

EXCEPTING Tract 1 as described above;

Contains 255 square feet, or 0.006 acres, more or less.

Bearings for this description are based on the Oregon Coordinate System of 1983, North Zone and are from a survey performed by Otak, Incorporated in May, 1999 through August, 2001 for the Wallace Road Local Improvement Project, said survey being recorded in the Survey Records of Polk County as CS XXXXX.

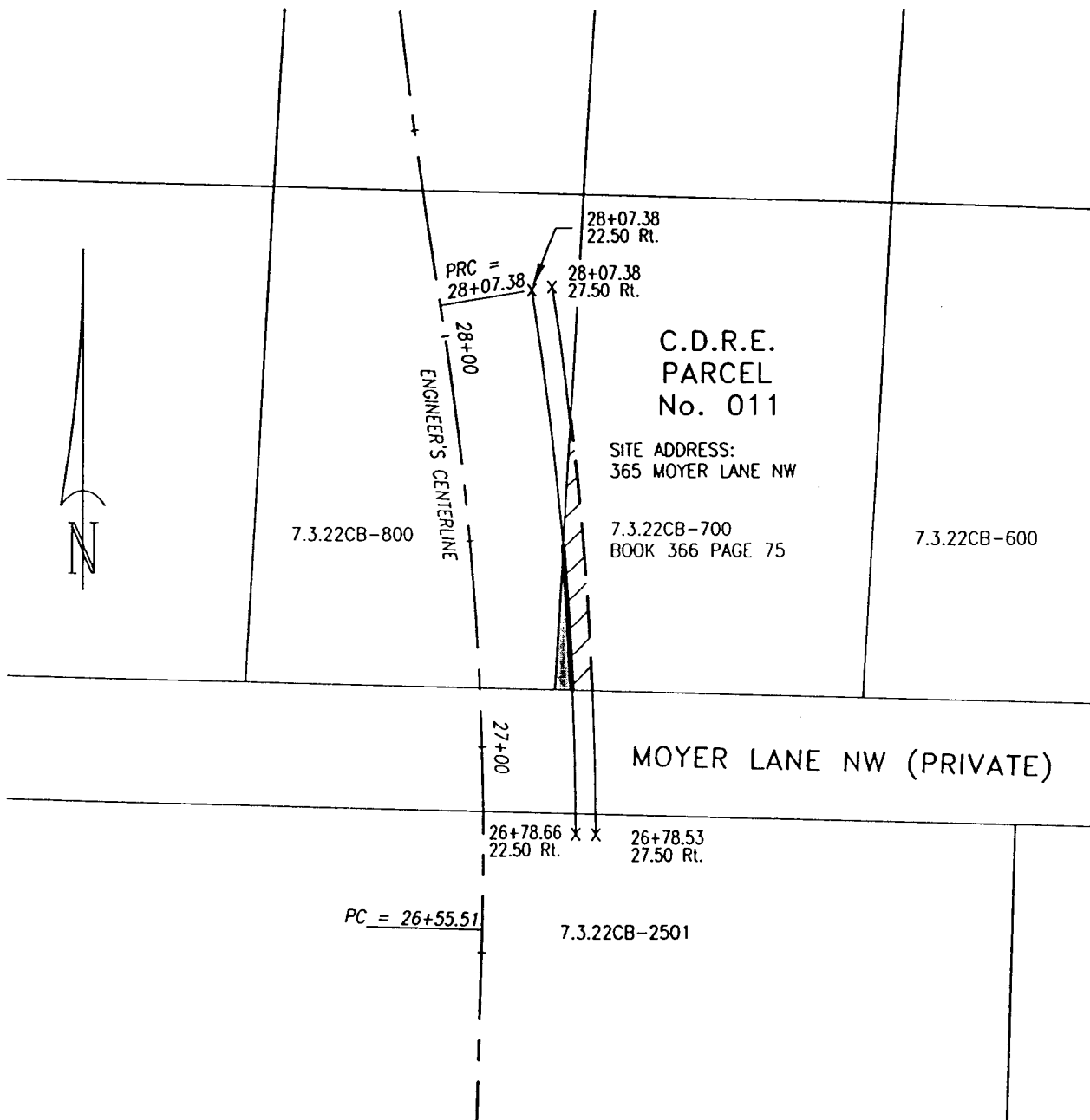
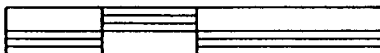


EXHIBIT B

STREET IMPROVEMENT
WALLACE ROAD LOCAL ACCESS

JERRY D. AND DEANNA R. JACKSON TRUST
BOOK 366 PAGE 75
365 MOYER LANE NW
SALEM, OREGON

40 20 0 40



C.D.R.E. PARCEL NO. 011

TAX MAP 7.3.22CB-700

POLK COUNTY OREGON

CITY OF SALEM DEPARTMENT
OF PUBLIC WORKS

ACQUISITION MAP

P.N. 700572-011

DRN. MEM DATE: 09-27-2001

Polk County

2024 Real Property Assessment Report

Account 260192

NOT OFFICIAL VALUE

Map	07322-CB-00800				Tax Status	Non-Assessable
Code - Tax ID	3225 - 260192				Account Status	Active
					Subtype	NORMAL
Legal Descr	See Record					
Mailing	CITY OF SALEM 555 LIBERTY ST SE 305 SALEM OR 97301				Deed Reference #	1999-9407 (SOURCE ID: 380-1919)
					Sales Date/Price	05-26-1999 / \$133,000
					Appraiser	SKIDMORE, BROOKE
Property Class	940	MA	SA	NH		
RMV Class	100	02	02	000		

Site	Situs Address	City
------	---------------	------

Value Summary						
Code Area		RMV	MAV	AV	RMV Exception	CPR %
3225	Land	110,000			Land	0
	Impr	0			Impr	0
Code Area Total		110,000	43,780	43,780		0
Grand Total		110,000	43,780	43,780		0

Land Breakdown										
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	LUC	Trended RMV
3225	0	<input checked="" type="checkbox"/>		IP	Industrial Site	100	3,624 SF		001	110,000
Code Area Total							3,624 SF			110,000

Improvement Breakdown										
Code Area	Year ID #	Stat Built	Class	Description	Trend %	Total Sqft	Ex%	MS Acct		Trended RMV

Exemptions / Special Assessments / Notations										
Notations										
■ 100 YEAR FLOOD PLAIN										

POLK COUNTY ASSESSOR'S
NAME LEDGER

Account ID Township Range Section 1/4 1/16 Taxlot Special Interest
260192 07 3 22 C B 00800

Effective Date 22-Jan-1995 02:27 PM Transaction ID 47160 Entry Date 22-Jan-1995 Recorded Date 22-Jan-1995 Sale Date 22-Jan-1995

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	51915	1994	ASSESSOR	U	1995	7533	1	CONVERSION-07322CB00800		CONVERSION	

V# R 1301 CREATE E/E BOR 242-945

Name	Changes	Status	Name	Name	Type	Ownership Type	Ownership %
A			SWEARINGEN, JERRY R		OWNER	OWNER	100
			HUSBAND AND WIFE~SWEARINGEN, JANICE				
A			SWEARINGEN, JANICE		OWNER	OWNER	100
			HUSBAND AND WIFE~SWEARINGEN, JERRY R				

Size	Changes	Code	+/-	Size	Alternate	Size	Code	Area Deleted	Move to	Acct	Move to	Code
Size	Totals	Code			Sqft							
		3201		8,995.00	SqFt							
		3201				8,995.00						

Effective Date 16-Aug-1996 12:00 AM Transaction ID 2293436 Entry Date 16-Aug-1996 Recorded Date 01-Jul-1996 Sale Date 01-Jul-1996

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
84	75828	1996	TAX DISTRICT	ANNX	1996	1	24	DOR-27-229-96 PT1		NOTATION	
			V# 56603 - MARION ESD "ANNEXED" TO POLK COUNTY ESD FOR 1996 PER DOR SUPERVISORY ORDER 96-3 (DOR 27-229-96). (NO CODE CHANGE FOR THE SALEM SCHOOL DISTRICT CODE (32))								

Size	Totals	Code	Acres	Sqft	Alternate	Size
		3201		8,995.00		

Effective Date 16-Aug-1996 12:00 AM Transaction ID 2293670 Entry Date 16-Aug-1996 Recorded Date 01-Jul-1996 Sale Date 01-Jul-1996

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
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POLK COUNTY ASSESSOR'S
NAME LEDGER

Account ID Township Range Section 1/4 1/16 Taxlot Special Interest
260192 07 3 22 C B 00800
84 100627 1996 TAX DISTRICT ANNEX 1996 5 23 DOR-27-229-96 PT5 NOTATION
V# 56604 - POLK COUNTY ESD CHANGED NAME TO "WILLAMETTE REGIONAL EDUCATIONAL SERVICE DISTRICT" FOR 1996 PER DOR
SUPERVISORY ORDER 96-3 (DOR 27-229-96). NO CODE CHANGE FOR THE SALEM (32), DALLAS (02), MONM/INDEP (13), PERRYDALE (21),
FALLS CITY (57).

Size Totals	Code	Acres	Sqft	Alternate Size
	3201		8,995.00	

Effective Date	27-May-1997	12:00 AM	Transaction ID	58831	Entry Date	27-May-1997	Recorded Date	16-Apr-1997	Sale Date	15-Oct-1996	
Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	112102	1997	CLERK - BOR	DC	1997	4213	1	333-309		NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
D		SWEARINGEN, JERRY R	OWNER	OWNER	100
		HUSBAND AND WIFE~SWEARINGEN, JANICE			
D		SWEARINGEN, JANICE	OWNER	OWNER	100
		HUSBAND AND WIFE~SWEARINGEN, JERRY R			
A		SWEARINGEN, JERRY R	OWNER	OWNER	100

Size Totals	Code	Acres	Sqft	Alternate Size
	3201		8,995.00	

Sales Order											
Effective Date		29-May-1997 12:00 AM		Transaction ID		58854		Entry Date		29-May-1997	
Recorded Date		16-Apr-1997		Sale Price		\$50,000					
Seq		Voucher ID		Tax Year		Document Source		Type		ID #1	
ID #2		PID		Source ID		PT		Operation		To/From Map	

POLK COUNTY ASSESSOR'S
NAME LEDGER

Account ID	Township	Range	Section	1/4	1/16	Taxlot	Special Interest
260192	07	3	22	C	B	00800	
1 112149	1997	CLERK - BOR	WD	4214	1	333-311	NAME CHANGE

Name Changes		Status	Name	Name Type	Ownership Type	Ownership %
	D		SWEARINGEN, JERRY R	OWNER	OWNER	100
	A		NIELSEN/RENTCO J V	OWNER	OWNER	100
	A		RENTCO EQUIPMENT RENTALS, INC	REPRESENTATIVE		
	A		DBA~NIELSEN/RENTCO J V	REPRESENTATIVE		
	A		TCN, INC			
			DBA~NIELSEN/RENTCO J V			

Size Totals	Code	Acres	Sqft	Alternate Size
	3201		8,995.00	

Effective Date	10-Jun-1999	12:00 AM	Transaction ID	210273 <th>Entry Date</th> <td>11-Jun-1999<th>Recorded Date</th><td>27-May-1999<th>Sale Date</th><td>27-May-1999</td></td></td>	Entry Date	11-Jun-1999 <th>Recorded Date</th> <td>27-May-1999<th>Sale Date</th><td>27-May-1999</td></td>	Recorded Date	27-May-1999 <th>Sale Date</th> <td>27-May-1999</td>	Sale Date	27-May-1999
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Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
10	346546	1999	CLERK - BOR	WD	1999	8369	1	379-1529		TLC	

Size Totals	Code	Acres	Sqft	Alternate Size
	3201		8,995.00	

Effective Date	19-Jul-1999	12:00 AM	Transaction ID	212644 <th>Entry Date</th> <td>19-Jul-1999<th>Recorded Date</th><td>15-Jun-1999<th>Sale Price</th><td>\$133,000</td></td></td>	Entry Date	19-Jul-1999 <th>Recorded Date</th> <td>15-Jun-1999<th>Sale Price</th><td>\$133,000</td></td>	Recorded Date	15-Jun-1999 <th>Sale Price</th> <td>\$133,000</td>	Sale Price	\$133,000
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Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map

POLK COUNTY ASSESSOR'S
NAME LEDGER

Account ID	Township	Range	Section	1/4	1/16	Taxlot	Special Interest
260192	07	3	22	C	B	00800	
1 350079	1999	CLERK - BOR	WD	1999	9407	1	380-1919
PT NAME CHANGE							
Name Changes				Status	Name		
Name Changes				Status	Name Type	Ownership Type	Ownership %
D					NIELSEN/RENTCO J V	OWNER	100
D					RENTCO EQUIPMENT RENTALS, INC	OWNER	
D					DBA~NIELSEN/RENTCO J V	REPRESENTATIVE	
D					TCN, INC	REPRESENTATIVE	
A					DBA~NIELSEN/RENTCO J V		
					CITY OF SALEM	OWNER	100

Size Totals	Code	Acres	Sqft	Alternate Size
	3201		8,995.00	

3	350081	1999	CLERK - BOR	WD	1999	9407	1	380-1919	PT	TAX STATUS CHANGE TO NON-ASSESSABLE
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Size Totals	Code	Acres	Sqft	Alternate Size
	3201		8,995.00	

Effective Date	22-Mar-2002	12:00 AM	Transaction ID	612503	Entry Date	22-Mar-2002	Recorded Date	12-Mar-2002	Sale Date	17-Oct-2001	
Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
4	860132	2002	ASSESSOR'S FILE	ANNX	2002	58	4		PT	ANNEXATION	
CODE CHANGE TO 32-25 FROM CODE 32-1, DUE TO ADOPTION OF WEST SALEM URBAN RENEWAL AREA BY CITY OF SALEM. WE DO NOT HAVE AN ANNEXATION ORDER FROM THE DOR BECAUSE IT IS NOT THE USUAL ANNEXATION.											

Size Changes	Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move to Code
	3201	-8,995.00 SqFt		DELETED		
	3225	8,995.00 SqFt				3225
Size Totals	Code	Acres	Sqft	Alternate Size	Alternate Size	
	3225		8,995.00			

POLK COUNTY ASSESSOR'S
NAME LEDGER

Account ID Township Range Section 1/4 1/16 Taxlot Special Interest
260192 07 3 22 C B 00800

Effective Date	28-May-2002 12:00 AM	Transaction ID	642947	Entry Date	28-May-2002	Recorded Date	18-Oct-2001	Sale Date	18-Oct-2001
AMENDMENTS TO WEST SALEM URBAN RENEWAL AREA RECORDED AT BOR2011-8870, BOR2014-10266, BOR2016-13789 AND BOR2022-13246									
Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	To/From Map
777	917335	2002	CLERK - BOR	U	2001	13809	1		
DOCUMENT IS BILL NO. 39, ORDINANCE NO. 51-2001. DETAILING THE WEST SALEM URBAN RENEWAL AREA. SEE AF 2002-58 FOR COMPLETE LIST OF ACCOUNTS.									
Size Totals		Code	Acres	Sqft	Alternate Size				
		3225		8,995.00					

Effective Date	04-Sep-2003 12:00 AM	Transaction ID	2293940	Entry Date	04-Sep-2003	Recorded Date	04-Mar-2003	Sale Date	04-Mar-2003
Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	To/From Map
37	1133173	2003	TAX DISTRICT	ANNX	2003	10	7	DOR 24-1043-2003 PT 9	
WILLAMETTE REGIONAL EDUCATIONAL SERVICE DISTRICT CHANGED THERE NAME TO WILLAMETTE EDUCATION SERVICE DISTRICT FOR 2003 PER DOR 24-1043-2003. NO CODE CHANGES WERE NEEDED FOR CODES 02S, 13S, 21S, 32S, 57S.									
Size Totals		Code	Acres	Sqft	Alternate Size				
		3225		8,995.00					

Effective Date	08-Mar-2004 12:00 AM	Transaction ID	888152	Entry Date	08-Mar-2004	Recorded Date	03-Mar-2004	Sale Date	03-Mar-2004
Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	To/From Map
105	1278744	2004	ASSESSOR'S FILE	U	2004	55	1		
Street Name Change 03-2									
Size Totals		Code	Acres	Sqft	Alternate Size				
		3225		8,995.00					

POLK COUNTY ASSESSOR'S
NAME LEDGER

Account ID Township Range Section 1/4 1/16 Taxlot Special Interest
260192 07 3 22 C B 00800

Effective Date	02-Aug-2005 02:23 PM	Transaction ID	1091822	Entry Date	26-Jul-2005	Recorded Date	21-Jul-2005	Sale Date	21-Jul-2005
VEALL LANE,MOYER LANE AND THE ALLEY BETWEEN THEM HAVE BEEN USED AND SHOWN ON THE ASSESSORS MAP AS CITY STREETS FOR MANY YEARS, THIS DEED IS NOW CONVEYING THE MOYER ESTATE INTEREST TO THE CITY OF SALEM. DEDICATION@BOR2005-13287									
Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	To/From Map
11	1622371	2005	CLERK - BOR	DEED	2005	11978	1		PT TLC
Size Totals		Code	Acres	Sqft	Alternate Size				
		3225		8,995.00					

Effective Date	12-Apr-2006 02:05 PM	Transaction ID	1234723	Entry Date	04-Apr-2006	Recorded Date	04-Apr-2006	Sale Date	27-Feb-2006
Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	To/From Map
1	1797370	2006	ASSESSOR'S FILE 5371 SQ FT TO BARTELL DR NW PER RESOLUTION NO. 2006-27 RESOLUTION@BOR2006-3597	REQ	2006	47	1	2006-27	PT SIZE CHANGE
Size Changes		Code	+/- Size	Alternate Size		Code Area Deleted		Move to Acct	
		3225	-5,371.00 SqFt	0					
Size Totals		Code	Acres	Sqft	Alternate Size				
		3225		3,624.00					

Effective Date	21-Jun-2010 12:00 AM	Transaction ID	2076993	Entry Date	21-Jun-2010	Recorded Date	21-Jun-2010	Sale Date	
FORMATION OF POLK CO. 4-H MASTER GARDENER, AGRICULTURE, FORESTRY EXTENSION DISTRICT FOR 2010 TAX YEAR. AFFECTS ALL POLK COUNTY, DISTRICT ADDED TO ALL CODES, NO CODE CHANGES. WORKED IN 2010 TAX YEAR, BUT DUE TO PROGRAMMING ISSUES COULD NOT POST TO LEDGER UNTIL 2013 TAX YEAR.									
Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	To/From Map
									PT Operation

POLK COUNTY ASSESSOR'S
NAME LEDGER

Account ID	Township	Range	Section	1/4	1/16	Taxlot	Special Interest
260192	07	3	22	C	B	00800	
1 3302330	2013	TAX DISTRICT		ANNX	2013	1	11056 DOR27-404-2010 ANNEXATION

Size Totals	Code	Acres	Sqft	Alternate Size
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Effective Date	21-Feb-2014 11:44 AM	Transaction ID	2203955	Entry Date	05-Dec-2013	Recorded Date	10-Aug-2005	Sale Date	08-Aug-2005
ALREADY WORKED BY BOR2005-11978									

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
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8	3528216	2014	CLERK - BOR	RESO	2005	13287	1		PT	TLC	
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Size Totals	Code	Acres	Sqft	Alternate Size
	3225		3,624.00	

Effective Date	24-Feb-2014 01:41 PM	Transaction ID	2203950	Entry Date	05-Dec-2013	Recorded Date	07-Mar-2006	Sale Date	27-Feb-2006
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Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
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1	3528587	2014	CLERK - BOR ALREADY WORKED BY AF2006-47	RESO	2006	3597	1		PT	TLC	
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Size Totals	Code	Acres	Sqft	Alternate Size
	3225		3,624.00	

Effective Date	26-Feb-2015 09:58 AM	Transaction ID	2329089	Entry Date	25-Feb-2015	Recorded Date	10-Dec-2014	Sale Date	22-Aug-2011
ORDINANCE NO. 25-11, RESOLUTION NO. 11-8 URA, WEST SALEM URBAN RENEWAL PLAN, ORDINANCE APPROVING A MAJOR AMENDMENT									

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
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22	3736089	2015	CLERK - BOR	ORD	2014	10266	6		PT	TLC	
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Size Totals	Code	Acres	Sqft	Alternate Size
	3225		3,624.00	

**POLK COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

Account # 260192
Map 07322CB 00800
Owner CITY OF SALEM
555 LIBERTY ST SE 305
SALEM OR 97301

Name Type		Ownership Type	Own Pct
OWNER	CITY OF SALEM	OWNER	100.00

STATEMENT OF TAX ACCOUNT
POLK COUNTY TAX COLLECTOR
850 MAIN ST
DALLAS, OREGON 97338-3184
(503) 623-9264

20-Feb-2024

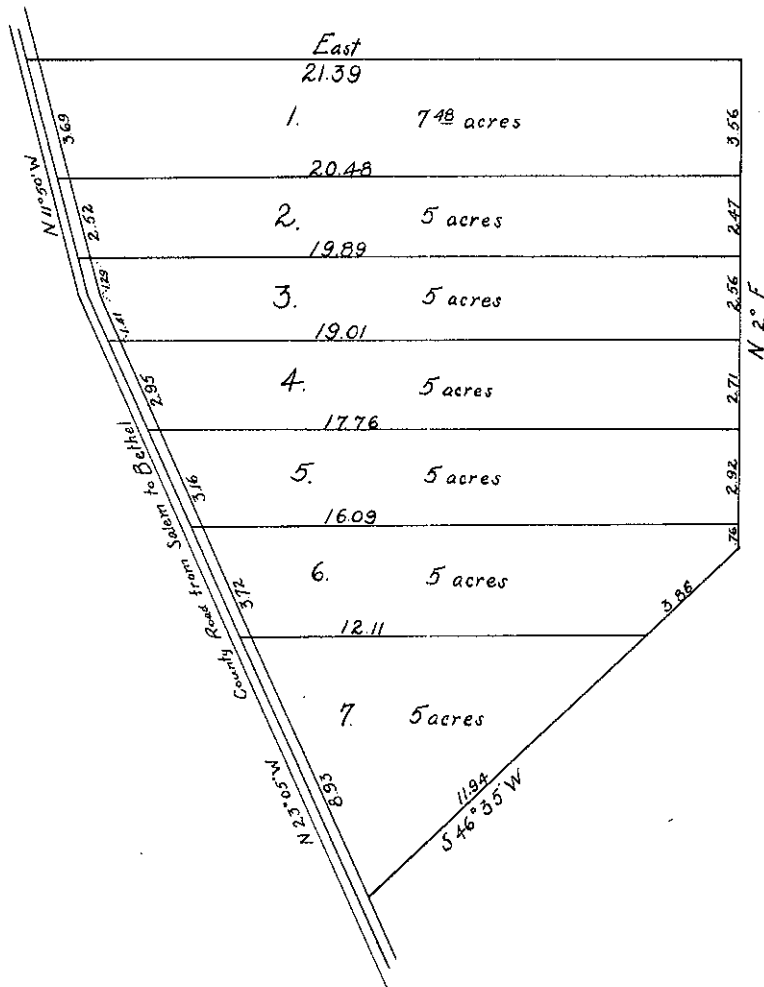
CITY OF SALEM
555 LIBERTY ST SE 305
SALEM OR 97301

Tax Account #	260192	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	3225
Situs Address		Interest To	Feb 20, 2024

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$377.72	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$379.32	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$851.26	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$885.19	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$912.14	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$897.65	Nov 15, 1993
1992	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$860.20	Nov 15, 1992
1991	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$490.05	Nov 15, 1991
1990	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$501.74	Nov 15, 1990
1989	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$463.28	Nov 15, 1989
1988	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$444.34	Nov 15, 1988
Total		\$0.00	\$0.00	\$0.00	\$0.00		

ORCHARD CO'S ADDITION to WEST SALEM



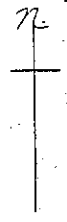
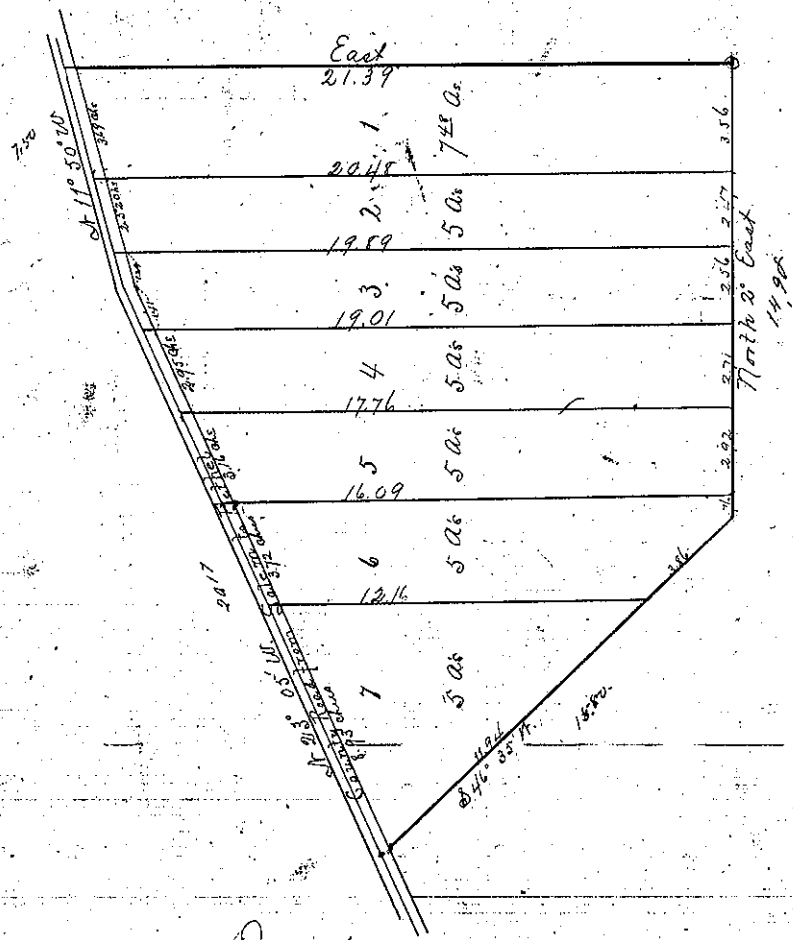
Beginning at a point on the North line of James White and wife's D.L.C. No. 51 13.40 chains North 89° 54' West from the N.E. corner of said claim, said point is marked by a planted rock, N. side of a large fir tree. Thence South 1° 57' West 14.98 chains to a rock planted. Thence South 46° 35' West 15.80 chains to the center of County Road leading from Salem to Bethel. Planted rock from which a white oak tree 30 inches in diameter bears south 44 links and a white oak tree 24 inches in diameter bears north 58° W 71 links Thence north 23° 05' W 20.17 chains in the center of said road. Thence north 11° 50' W 7.50 chains in the center of said road to the north line of claim aforesaid. Thence south 89° 54' East 21.39 chains following the north line of aforesaid claim to the place of beginning containing 37.48 acres more or less and being a part of aforesaid claim situated in Township 7 South of Range 3 West of the Will. Mer. Polk County, State of Oregon.

1-48

Book 1 - 41.

Orchard Co's Addition to West Salem

Clerk's Original



Dedication

Know all men by these presents, that the Pacific Land and Orchard Company a corporation duly incorporated under the laws of the State of Oregon, hereby declare the annexed map to be a true plat of the property owned and laid out by us as the Orchard Co's Addition to West Salem. This Orchard Co's Addition to West Salem comprises the following described Real Estate situated in Polk County, Oregon to-wit: Beginning at a point on the North line of James White and wife's D&C No 07 13.40 acs North 89° 54' West from the N.E. corner of said claim, said point being marked by a planted rock, thence South 1° 57' West 14.98 chains to a rock planted, thence South 46° 35' West 10.80 chains to the center of County road leading from Salem Ferry to Aschli, thence North 89° 54' West from which a white oak tree 30 inches in diameter bears South 44° 44' East and a white oak tree 24 inches in diameter bears North 81° West 71' E. thence North 28° 05' West 20.7 chains in the center of said road, thence North 11° 52' West 7.50 chains in the center of said road to the North line of claim aforesaid, thence South 89° 54' East 21.39 chains following the North line of aforesaid claim to the place of beginning containing 37.45 acres more or less and being a part of aforesaid claim situated in Township 34th North Range 3rd East of the Willamette Meridian Polk County, State of Oregon. The Orchard Co's Addition to West Salem contains 37.45 acres of size and dimensions as shown on annexed plat. We hereby dedicate to the use of the public for the roads which are of size and dimensions shown on annexed plat.

In witness whereof the Pacific Land and Orchard Company has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed this 10th day of March A.D. 1892.

Done in the presence of
Margaret M. Biddle
J. A. Turner



Corporate seal attested by
F. N. Derby Asst. Secretary

State of Oregon }
County of Marion }

Pacific Land & Orchard Co. by E. S. Carthwright President, Pacific Land & Orchard Company - By F. N. Derby Asst. Secretary

On this 10th day of March 1892 personally came before me, a Notary Public in and for said County and State, the Pacific Land and Orchard Company by E. S. Carthwright its President and F. N. Derby its Assistant Secretary, who are personally known to me to be the identical persons described and who acknowledged to me that they executed the foregoing instrument as the free act and deed of the Pacific Land and Orchard Company, and the said F. N. Derby Assistant Secretary of the Pacific Land and Orchard Company, acknowledged to me that he attached to the foregoing instrument the seal of the Pacific Land and Orchard Company.

Witness my hand and Notarial seal the day and year above written.

Recorded March 11th 1892

E. S. Carthwright



F. A. Turner
Notary Public for Oregon

1-41(1-42 on back side)