

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

Send tax statements to:
Finance Department, City of Salem
555 Liberty Street SE Room 230
Salem, OR 97301-3513

MARION COUNTY RECORDS

2023-29503

EASE-EA

09/28/2023 03:17 PM

\$30.00 \$5.00 \$11.00 \$10.00 \$60.00

\$116.00



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

Bill Burgess

Pgs=6 JCK

Warranty Deed and Temporary Construction Easement

NWC #5 Partnership, LLP, a Washington limited liability partnership, which acquired title as NWC #5, a limited liability partnership, hereinafter called Grantor, conveys and warrants to the CITY OF SALEM, an Oregon municipal corporation, organized and existing under and by virtue of the laws of the State of Oregon, hereinafter called Grantee, 555 Liberty Street SE, Salem, Oregon 97301-3513, all that real property situated in Marion County, State of Oregon, described as follows:

See Tract 1 of Exhibit A attached and as shown on Exhibit B attached;

together with a temporary street construction easement over and along the full width and length of the premises described as follows, to wit:

See Tract 2 of Exhibit A attached and as shown on Exhibit B attached.

Grantor covenants that it is the owner of the above-described property free of all encumbrances except: _____

And will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is: Sixty Five
Thousand 00/100 DOLLARS to it paid.

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

This temporary working easement shall be effective upon execution and shall continue until terminated as provided herein. The rights granted herein shall be exercised only for and during the time of the initial construction through completion of the construction. This easement shall automatically terminate without the need for further action by either party upon the earlier of (i) completion of phase 1 of construction at intersection of McGilchrist Street SE and 22nd Street SE, or (ii) December 31, 2025.

Grantor shall be solely responsible for removal of any improvements made to the premises after the execution of this agreement through receipt of Grantee's notice to occupy premises.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, his heirs, and assigns from claims for injury to person or property as a result of negligence of Grantee, its agents, or employees in the construction, operation, or maintenance of said easement. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

Grantee assumes no liability for any hazardous waste on or from this Property. Grantor, its successors and assigns, agree to defend, indemnify and hold harmless the Grantee, its officers, agents, and employees against any and all liabilities, damages, penalties, losses, claims, demands, actions, suits, and judgments (including attorney fees and costs), and any costs or expenses incurred resulting from the presence of hazardous waste onto or from the Property, including any and all costs associated with clean up or remediation that may be required. This provision shall not apply to a release of hazardous waste 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. "Hazardous waste has the same meaning as provided in Oregon Revised Statutes 466.005(7) (2009 ed).

Grantee, upon completion of the initial construction, shall restore the temporary construction easement area and any improvements disturbed by Grantee to as good condition as they were prior to the work, including the restoration of any topsoil and lawn.

Dated this 22 day of September ~~2022~~ 2023 (4)

NWC #5 Partnership LLP, a Washington
limited liability partnership

By: [Signature]
Greg Potts

Managing Partner

STATE OF Washington)
County of Pierce) ss.

This instrument was acknowledged before me on September 25th 2023, by
Greg Potts, as Managing Partner of NWC #5 Partnership LLP, a Washington limited liability
partnership.

CHARLOTTE A BASKETT
Notary Public
State of Washington
Commission # 154930
My Comm. Expires Aug 26, 2027

[Signature]
Charlotte A. Baskett

ACCEPTED ON BEHALF OF THE
CITY OF SALEM BY: [Signature]
Keith Stahley, ICMA-CM, City Manager

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Checked By: [Signature]
Project # 687005-15
Date: 08/07/2023

05/04/2018

ID# 15

NWC #5, LLP

TRACT 1 – RIGHT OF WAY ACQUISITION

A tract of land lying in the James Davidson D.L.C. No. 48, Township 7 South, Range 3 West, W.M., Marion County, Oregon, and being a portion of that property described in that Quitclaim Deed to NWC #5, LLP, recorded May 17, 2013, on Reel 3504, Page 67, of Marion County Records; said tract being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of McGilchrist Street SE, which center line is described as follows:

Beginning at Engineer's center line Station 7+90.49, said station identified as point number 351 on Survey Number 38656, Marion County Survey Records, and being located 794.35 feet South and 821.22 feet East of the Northeast corner of the Fabritus R. Smith D.L.C. No. 47, Township 7 South, Range 3 West, W.M.; thence South 89° 00' 47" East 2,698.67 feet; thence South 88° 59' 40" East 1,091.56 feet; thence on a 1,909.86 foot radius curve left (the long chord of which bears North 87° 15' 20" East 249.82 feet) 250.00 feet; thence North 83° 30' 20" East 37.42 feet; thence on a 1,909.86 foot radius curve right (the long chord of which bears North 87° 13' 50" East 248.15 feet) 248.33 feet; thence South 89° 02' 40" East 184.75 feet to Engineer's center line Station 53+01.21, said Station identified as point number 352 on said Survey.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northerly Side of Center Line
14+26.00		14+36.00	49.00 in a straight line to 44.00
14+36.00		17+74.00	44.00 in a straight line to 36.00
17+74.00		21+50.00	36.00

Bearings are based on Survey No. 38656, recorded December 29, 2016, Marion County Survey Records.

This tract of land contains 5,509 square feet, more or less.

05/04/2018

ID# 15

NWC #5, LLP

TRACT 2 – TEMPORARY CONSTRUCTION EASEMENT

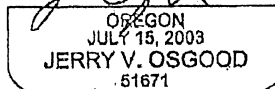
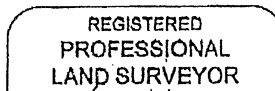
A tract of land lying in the James Davidson D.L.C. No. 48; Township 7 South, Range 3 West, W.M., Marion County, Oregon, and being a portion of that property described in that Quitclaim Deed to NWC #5, LLP, recorded May 17, 2013, on Reel 3504, Page 67, of Marion County Records; said tract being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of McGilchrist Street SE which center line is described in Tract 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northerly Side of Center Line
14+26.00		17+74.00	52.00 in a straight line to 44.00
17+74.00		19+59.00	44.00
19+59.00		19+93.00	54.00
19+93.00		21+50.00	42.00

EXCEPT therefrom Tract 1.

This tract of land contains 5,538 square feet, more or less.



RENEWAL 12/31/18

EXHIBIT
'B'

16TH STREET SE

N

15

NWC #5, LLP
R. 3504, PG. 0067

STA: 14+28.00
OFFSET: 52.00 L

STA: 14+26.00
OFFSET: 49.00 L

STA: 14+36.00
OFFSET: 44.00 L

STA: 17+74.00
OFFSET: 44.00 L

STA: 17+74.00
OFFSET: 36.00 L

STA: 19+93.00
OFFSET: 54.00 L

STA: 19+59.00
OFFSET: 54.00 L

STA: 19+59.00
OFFSET: 44.00 L

STA: 19+93.00
OFFSET: 42.00 L

STA: 21+50.00
OFFSET: 42.00 L

STA: 21+50.00
OFFSET: 36.00 L

14+00 15+00 16+00 17+00 18+00 19+00 20+00 21+00

ENGINEER'S CENTER LINE

McGILCHRIST ST. SE

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jerry V. Osgood
OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWAL 12/31/18

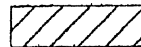


808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825
www.otak.com



RIGHT OF WAY
TRACT 1 (5,509 SQ. FT.)

0 100' 200'



TEMPORARY CONSTRUCTION
EASEMENT
TRACT 2 (5,538 SQ. FT.)

McGILCHRIST ST. SE

(12TH STREET SE TO
25TH STREET SE)

CORRIDOR IMPROVEMENTS

OWNER
NAME/
ADDRESS

NWC #5, LLP

P.O. BOX 73399
PUYALLUP, WA 98373

SITE

PROPERTY ID # 15

1815 McGILCHRIST ST. SE
SALEM, OR 97302

TAX MAP: 073W35CA
TAX LOT: 0400

SECTION 35 TOWNSHIP 7 SOUTH
RANGE 3 WEST WILL. MERIDIAN
MARION COUNTY, OREGON

REEL 3504 PAGE 0067

CITY OF SALEM
DEPARTMENT OF
PUBLIC WORKS

ACQUISITION
MAP

P.N. 687002

BY: MDR DATE: 05-04-2018

Marion County
Document Separator Page

Instrument # 2023-29503

September 28, 2023 03:17 PM

State of Oregon
County of Marion

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

Fee: \$116.00

Bill Burgess
Marion County Clerk

This is not an invoice.