

**After recording, return to:**  
City Recorder, City of Salem  
555 Liberty Street SE, Room 225  
Salem OR 97301-3513

### **Street and Roadway Easement**

KNOW ALL MEN BY THESE PRESENTS, that Matthew A. Perry and Crystal F. Perry (Grantors), 2828 Doaks Ferry Road NW, Salem, Oregon 97304, for no money, but for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do forever grant unto the CITY OF SALEM, an Oregon municipal corporation (Grantee), 555 Liberty Street SE, Salem, Oregon 97301-3513, a permanent easement for street and roadway purposes, over and along the following described premises for the purposes of constructing, maintaining, and repairing the improvement of Ferguson Street NW.

Additionally, this easement grants to the City of Salem the right to dedicate the permanent easement to the public as right-of-way. Discretion as to the timing, circumstances, and method of the dedication lies solely with the City of Salem.

The real property covered by this easement is described as follows, to-wit: See

Exhibit A attached and as shown on Exhibit B attached.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs, and assigns from claims for injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction, operation, or maintenance of said project. 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.

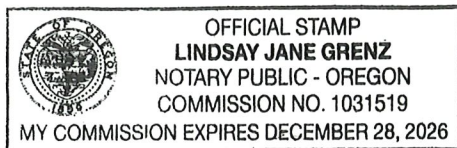
[SIGNATURES ON NEXT PAGE]


GRANTOR

  
Matthew A. Perry

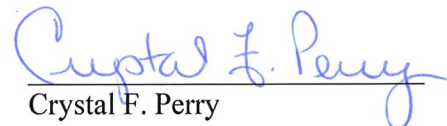
STATE OF OREGON                     )  
   ) ss.  
County of Marion                     )

This instrument was acknowledged before me on the 18 day of February, 2025, by  
Matthew A. Perry, Grantor.



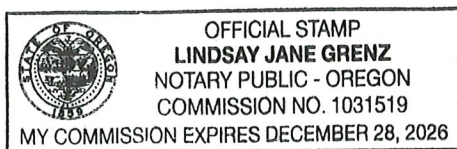
  
Notary Public—State of Oregon  
My commission expires: 12-28-26


GRANTOR

  
Crystal F. Perry

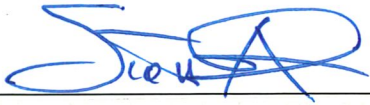
STATE OF OREGON                     )  
   ) ss.  
County of Marion                     )

This instrument was acknowledged before me on the 18 day of February, 2025, by  
Crystal F. Perry, Grantor.



  
Notary Public—State of Oregon  
My commission expires: 12-28-26

ACCEPTED ON BEHALF OF THE CITY  
OF SALEM BY:



Scott Archer, Deputy City Manager

APPROVED AS TO FORM:



City Attorney



Print Name

Checked By: PK

Project Number: 23-106280-PL

Date: 03/26/2025

## EXHIBIT A

A unit of land situated in the southeast one-quarter of Section 8, Township 7 South, Range 3 West, of the Willamette Meridian, City of Salem, Polk County, Oregon, being a portion of that property conveyed to Matthew A. Perry and Crystal F. Perry as described in Exhibit D of Document Number 2021-012158, Polk County Deed Records, and more particularly described as follows:

Beginning on the north line of said Perry property, at a point which bears South 84°09'53" East, 114.14 feet from the most northerly corner thereof, being coincident with the south line of Lot 20 of the plat of VICK HEIGHTS, Polk County Plat Records;

thence, along the south line of said Lot 20, South 84°09'53" East, 50.04 feet;

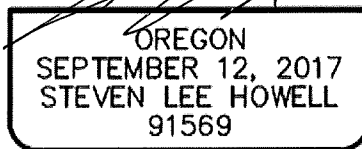
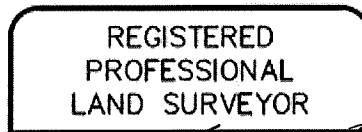
thence, leaving said south line, South 03°35'21" West, 135.66 feet to the south line of said Perry property, being coincident with the north line of that property conveyed to the Engel Living Trust by Document Number 2022-011352, Polk County Deed Records;

thence, along the north line of said Engel Living Trust property, North 89°38'21" West, 50.08 feet;

thence, leaving last said north line, North 03°35'21" East, 140.44 feet to the Point of Beginning.

Containing 6,902 square feet, more or less.

Bearings are based on the south line of said Exhibit D property per Survey Number 16627, Polk County Survey Records.



RENEWS: 6-30-2025



SCALE: 1" = 40'

VICK  
HEIGHTS

20

S84°09'53"E 114.14'

50.04'  
S84°09'53"E

POINT OF BEGINNING

EASEMENT AREA  
6,902 SF

PERRY  
EXHIBIT 'D' OF  
INSTR. NO. 2021-012158

N03°35'21"E 140.44'

S03°35'21"W 135.66'

N89°38'21"W  
50.08'

ENGEL LIVING TRUST  
INSTR. NO. 2022-011352

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWES: 6-30-2025

## EXHIBIT B

IN THE SE 1/4 OF SECTION 8,  
TOWNSHIP 7 SOUTH, RANGE 3 WEST, W.M.  
CITY OF SALEM, POLK COUNTY, OREGON

DATE: SEPTEMBER 21, 2023

SURVEYED FOR: PERRY



FFN SURVEYING

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.  
21-246

SHEET  
1/1

**After recording, return to:**  
City Recorder, City of Salem  
555 Liberty Street SE, Room 225  
Salem OR 97301-3513

**Send tax statements to:**  
Matthew A. Perry and Crystal F.  
Perry 2828 Doaks Ferry Road NW  
Salem OR 97304

### **Pipeline Utility Easement**

KNOW ALL MEN BY THESE PRESENTS, that Matthew A. Perry and Crystal F. Perry (Grantors), 2828 Doaks Ferry Road NW, Salem, Oregon 97304, for the consideration of no money, but for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do forever grant unto the CITY OF SALEM, an Oregon municipal corporation (Grantee), 555 Liberty Street SE, Salem, Oregon 97301-3513, a permanent easement 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 (Easement Area).

TO HAVE AND TO HOLD the above-described permanent easement unto Grantee in accordance with the conditions and covenants as follows:

1. **Permanent Easement.** The permanent easement shall include the right, privilege, and authority of Grantee to:
  - A. Excavate for, and to construct, build, install, lay, patrol, operate, place, maintain, repair, replace, relocate, inspect, add to, and remove an underground sanitary sewer, storm drain, or water pipeline or pipelines, with all appurtenances incident thereto or necessary therewith, including aboveground valve boxes, fire hydrants, or manholes, for the purpose of carrying or conveying potable water or catching, carrying, and conveying sewage waste and surplus waters, and for similar uses in, under, and across the said premises, and make excavations therefore from time to time, in, under, and through the above-described premises within said easement;
  - B. Authorize third parties to access and use the Easement Area for the purpose of connecting to the City-owned facility located thereon;

- C. Remove from the Easement Area any vegetation, buildings, structures, fences, fill, or other materials or obstructions, or appurtenances attached to or connected therewith, for any reason; and
  - D. The right of ingress and egress in, under, over, across, and through the Easement Area at any and all times for any purpose. Grantor shall at all times upon reasonable notice from Grantee remove any surface obstructions or open gates which would otherwise prevent ingress or egress by Grantee. Grantee shall not be responsible for costs associated with the removal or replacement of surface obstructions placed in the Easement Area by the Grantor.
2. **Prohibited Activities.** The Grantor is prohibited from engaging in any activity within the Easement Area, or use of the Easement Area, or allowing another to engage in or use the Easement Area, in any manner inconsistent with the purposes of this Easement or detrimental to the Grantee's use of the Easement, including but not limited to:
- A. Excavation or the placement of fill or material that would serve as an embankment in the Easement Area without the prior express written consent of Grantee.
  - B. Placing, installing, or constructing any buildings, structures, fences, fill, plantings, or other materials or obstructions without the prior express written consent of Grantee.

Should such written consent be given, Grantee will set forth the conditions under which such activity may take place, including a stipulation that all risks of damage to the pipeline shall be assumed by Grantor, its successors, or assigns.

3. **Indemnification.** To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs, and assigns, from claims for injury to person or property as a result of the negligence of Grantee, its agents, or employees in the use of the permanent easement, unless caused by Grantor's negligent or willful conduct or Grantor's failure to fulfill any duty owed to another.
4. **Restoration.** Grantee, upon the initial construction and upon each and every occasion that the easement is used, shall restore the premises of Grantor, and any improvements disturbed by Grantee, to as good a condition as they were prior to any such installation or work, including the restoration of pavements, gravel areas, topsoil, and lawn.
5. **Hazardous Substances.** Grantee assumes no liability for any hazardous waste on or from this Property. Grantor, its successors and assigns, shall indemnify and hold harmless the Grantee, its officers, employees, and agents 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 Easement Area, 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 Easement Area caused by the officers, employees, or agents 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).

6. **No Waiver or Abandonment of Grantee's Rights.** Failure of Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by the Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. No delay by or failure of Grantee to exercise its rights under this Easement shall be construed as abandonment of the Easement by Grantee.
7. **Easement to Run with the Land.** This Easement, and the covenants and agreements contained in this Easement, shall run with the land and inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.



Dated this 18 day of February, 2025.

GRANTOR

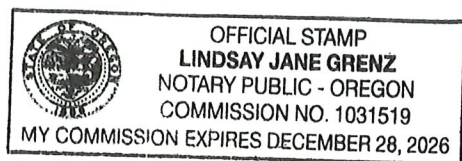
  
Matthew A. Perry

STATE OF OREGON                    )  
  ) ss.  
County of Marion                    )

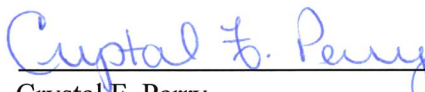
This instrument was acknowledged before me on 18 day of February, 2025, by  
Matthew A. Perry, Grantor.



Notary Public—State of Oregon  
My commission expires: 12-28-26

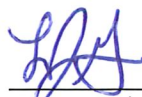


GRANTOR

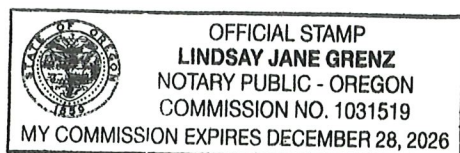
  
Crystal F. Perry

STATE OF OREGON                    )  
  ) ss.  
County of Marion                    )

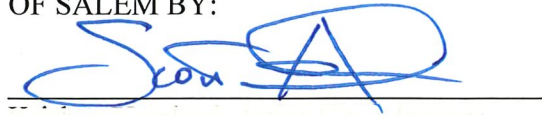
This instrument was acknowledged before me on 18 day of February, 2025, by  
Crystal F. Perry, Grantor.



Notary Public—State of Oregon  
My commission expires: 12-28-26



ACCEPTED ON BEHALF OF THE CITY  
OF SALEM BY:

A blue ink signature of Scott Archer, consisting of a stylized 'S' followed by 'A' and 'D'.

Scott Archer, Deputy City Manager

APPROVED AS TO FORM:

A blue ink signature of Marc Weinstein, appearing as 'Marc' followed by a stylized 'W'.

City Attorney

A blue ink signature of Marc Weinstein, appearing as 'Marc Weinstein'.

Print Name

Checked By: PK

Project Number: 23-106280-PL

Date: 03/26/2025

## EXHIBIT A

A unit of land situated in the southeast one-quarter of Section 8, Township 7 South, Range 3 West, of the Willamette Meridian, City of Salem, Polk County, Oregon, being a portion of that property conveyed to Matthew A. Perry and Crystal F. Perry as described in Exhibit D of Document Number 2021-012158, Polk County Deed Records, and more particularly described as follows:

Beginning on the north line of said Perry property, at a point which bears South 84°09'53" East, 114.14 feet from the most northerly corner thereof, being coincident with the south line of Lot 20 of the plat of VICK HEIGHTS, Polk County Plat Records;

thence, along the south line of said Lot 20, South 84°09'53" East, 50.04 feet;

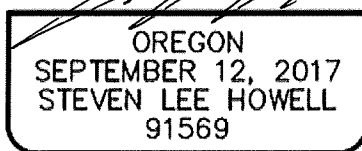
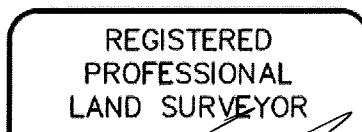
thence, leaving said south line, South 03°35'21" West, 135.66 feet to the south line of said Perry property, being coincident with the north line of that property conveyed to the Engel Living Trust by Document Number 2022-011352, Polk County Deed Records;

thence, along the north line of said Engel Living Trust property, North 89°38'21" West, 50.08 feet;

thence, leaving last said north line, North 03°35'21" East, 140.44 feet to the Point of Beginning.

Containing 6,902 square feet, more or less.

Bearings are based on the south line of said Exhibit D property per Survey Number 16627, Polk County Survey Records.



RENEWS: 6-30-2025



SCALE: 1" = 40'

VICK  
HEIGHTS

20

S84°09'53"E 114.14'

POINT OF BEGINNING

50.04'  
S84°09'53"E

EASEMENT AREA  
6,902 SF

PERRY  
EXHIBIT 'D' OF  
INSTR. NO. 2021-012158

N03°35'21"E 140.44'

S03°35'21"W 135.66'

N89°38'21"W  
50.08'

ENGEL LIVING TRUST  
INSTR. NO. 2022-011352

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWES: 6-30-2025

## EXHIBIT B

IN THE SE 1/4 OF SECTION 8,  
TOWNSHIP 7 SOUTH, RANGE 3 WEST, W.M.  
CITY OF SALEM, POLK COUNTY, OREGON

DATE: SEPTEMBER 21, 2023

SURVEYED FOR: PERRY



FFN SURVEYING

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.  
21-246

SHEET  
1/1

**After recording, return to:**

Haley A. Bell  
Sherman Sherman Johnnie &  
Hoyt PO Box 2247  
Salem, OR 97308

**DECLARATION OF  
PRIVATE ACCESS AND UTILITY EASEMENT**

Grantors Matthew Perry and Crystal Perry, husband and wife ("**Grantors**"), execute this Private Access and Utility Easement this 16 day of February, 2025, ("**Agreement**") in concurrence with the partitioning of the real property commonly known as 2828 Doaks Ferry Rd. NW, Salem, Oregon 97304, and legally described in Exhibit D of Document Number 2021-012158, Polk County Deed Records ("**Perry Lot**"). The Perry Lot is being split into three parcels pursuant to the City of Salem, Oregon, partition tentative case plan number PAR22-07, requiring the creation of a perpetual, non-exclusive, private access and utility easement, which includes vehicular access ("**Easement**") over, across, and through the real property described in EXHIBIT A and depicted in EXHIBIT B (the "**Easement Area**").

**RECITALS**

- A. Grantors own the Perry Lot.
- B. Grantors will partition the Perry Lot into three Parcels pursuant to the City of Salem, Oregon, partition tentative case plan number PAR22-07.
- C. Parcel 2 and Parcel 3 will be subject to a perpetual, non-exclusive, private access and utility easement, which includes vehicular access benefiting the future owners of Parcels 1, 2, and 3.
- D. At the time of this Agreement, Ferguson Street does not extend through Parcel 3. If or when Ferguson Street is extended through Parcel 3, the terms of this Agreement will be amended pursuant to Section 5 herein, and the owners and/or future owners of Parcels 1, 2, and 3 ("**Parcel Owners**") will complete the steps as required in Section 5 herein to close vehicular access to Doaks Ferry Road.
- E. In order to facilitate the planned development and partition of the Perry Lot, Grantors shall grant to Parcel Owners an Easement over, across, and through the Easement Area, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the Grantor wishes to grant the required easement, and the Parties agree as follows:

## AGREEMENT

1. **Grant of Easement.** Grantor does hereby grant to the Parcel Owners a perpetual, non-exclusive, private, access and utility easement over, across, and through the Easement Area. This easement shall include a right to ingress and egress, including vehicular access, across the Easement Area. Grantor and each Parcel Owner intend to be bound by this Easement.
2. **Maintenance and Repair of Easement by Parcel Owners.** Unless repair becomes necessary as a result of a Parcel Owner's own negligence as provided for in Section 3, the Parcel Owners will share equally in the maintenance and repair responsibilities for the Easement Area. Example, Parcel 1 shares 1/3, Parcel 2 shares 1/3 and Parcel 3 shares 1/3 of the maintenance and repair responsibilities for the Easement Area. This specifically includes maintaining the drainage system within the Easement Area, so it effectively serves its purpose. The Parcel Owners shall make reasonable efforts to prevent silt and sediments from entering the drainage system. Each Parcel Owner will share equally in the duty to remove leaves, sticks, and other natural debris from the drainage system area and prevent blockage within the Easement Area. In the event the Parcel Owners cannot agree as to the scope and costs of repairs or maintenance, any Parcel Owner may call a meeting to discuss and seek to determine any needed repairs or maintenance to the Easement Area. Notice of any meeting shall be given in writing and hand delivered or mailed by First Class Mail, postage prepaid, to the address of the other Parcel owners. The meeting may be called no sooner than 10 days after the mailing or delivery of the notice. If maintenance and repairs are agreed upon in such meeting, following the meeting, notice will be sent by the Parcel Owner calling the meeting to the other Parcel Owners for their projected shares of the cost of the agreed upon maintenance. The amount shall be due and payable within 7 days of completion of the work and delivery of an invoice for the cost of the work. The cost of the repairs shall be a lien upon the property of any Parcel Owner not paying their share and may be foreclosed as provided by Oregon law by the Parcel Owner[s] advancing the costs of repair.
3. **Damage Repair.** If the Easement Area is damaged by a Parcel Owner, or Parcel Owner's invitee or agent, due to their negligence or abnormal use, the Parcel Owner who caused, or whose invitee or agent caused, the damage shall be solely responsible for the cost of repairing the damage. In the event of such damage, and the damage is not timely repaired by the Parcel Owner responsible for the damage ("**Damaging Owner**"), the Damaging Owner shall be notified in writing of the need for repair. In the event the Damaging Owner does not undertake the required repairs within 10 days of receipt of the notice, or in the event of damage preventing use of the Easement Area, by the next day, and diligently pursue the repairs to completion, either or both Non-Damaging Owners may undertake or complete the repairs, and the cost of doing so shall be due and payable from the Damaging Owner immediately upon completion of the repairs. The cost of the repairs shall be a lien upon the property of the Damaging Owner and may be foreclosed as provided by Oregon law by the Parcel Owner[s] advancing the costs of repair.
4. **Arbitration of Scope of Work.** In the event the Parcel Owners cannot agree on the scope of maintenance, the dispute shall be submitted in a summary fashion to an arbitrator

appointed by the Arbitration Service of Portland, or, in the event the Arbitration Service of Portland is no longer in existence, a similar organization. Once an arbitrator is appointed, the arbitrator shall set forth the procedure by which the determination of the required maintenance will be made. No discovery shall be authorized, and the proceeding shall be designed to minimize the expense of the parties, while reaching an informed determination as to whether maintenance of the Easement Area is required and if required, the appropriate scope of maintenance. The arbitrator shall have full authority to decide how the case will be presented and decided. The arbitrator's decision shall be final and binding on the parties, not subject to appeal, and may be entered as a Circuit Court Judgment as provided by law.

5. **Sunset Clause.** As a condition of the Planning Administrator's approval in Case No. PAR22-07, and upon the extension of Ferguson Street NW through Parcel 3, the terms of this Agreement will not terminate; however, the terms of access will change such that no vehicular access to Doaks Ferry Road will be permitted through the Easement Area. Within 30 days of the Ferguson Street NW extension providing an alternative vehicular route to Doaks Ferry Road, the Parcel Owners must secure a permit from the City of Salem to close and block vehicular access to Doaks Ferry Road through the Easement Area. The Parcel Owners will share equally in the responsibility and costs of obtaining the required permit and performing the necessary improvements to close and block said access. Additionally, the Parcel Owners shall file a quitclaim deed with the Polk County Clerk to extinguish that portion of the existing Access Easement benefiting the Parcel Owners, specifically the area lying west of the designated driveway approach along the north line of Parcel 1. Parcel Owners will share equally in the responsibility and costs of preparing, signing, and recording the quitclaim deed. If any Parcel Owner fails to pay their share of costs associated with the permit, improvements, or recording of the quitclaim deed, the paying Parcel Owner(s) may advance the unpaid share. The amount advanced shall be due and payable immediately upon request and will constitute a lien upon the property of the non-paying Parcel Owner. Such a lien may be foreclosed as provided by Oregon law by the Parcel Owner[s] advancing the costs.
6. **Interests of Successors.** The Parcel Owner's hereby covenant and agree that their respective rights and obligations under this Easement are binding upon and inure to the benefit of their respective Successors.
7. **Amendment.** This Agreement may only be amended by written instrument executed by the Parcel Owners, or their respective Successors.
8. **No Partnership.** None of the terms or provisions of this Agreement will be deemed to create a partnership between or among the Parcel Owners, nor will it cause them to be considered joint venturers or members of any joint enterprise.
9. **Consents.** Whenever the consent or approval of a Parcel Owner is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed, or conditioned unless the provision in question expressly stipulates another standard of approval.



10. **Entire Agreement.** This is the entire Agreement of the Parcel Owners with respect to the matters described herein. This Agreement supersedes all prior written or oral agreements or understandings with respect to the matters described herein.
11. **Governing Law.** This Agreement shall be construed according to the laws of the State of Oregon.
12. **Attorney Fees.** In the event suit or action is instituted to enforce or interpret the terms and provisions hereof, the prevailing party in such suit or action shall be entitled to recover their reasonable attorney fees and all other reasonable expenses connected thereto and, in any appeal, or review thereof.
13. **Risk of Loss.** The Parcel Owners and their successors will be deemed to have elected to use the Easement and the Easement Area at their sole risk. Grantor expressly disclaims any and all express warranties and any and all implied warranties of any kind, and the Parcel Owners and their successors accept the Easement and the Easement Area in its present condition, "AS IS, WHERE IS."
14. **Time is of the Essence.** Time is of the essence concerning all obligations and rights contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this easement, effective this 18 day of February, 2025.

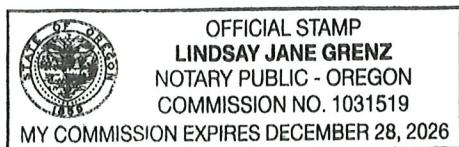
GRANTORS

Matthew Perry  
Matthew Perry

Crystal Perry  
Crystal Perry

STATE OF Oregon )  
 ) ss.  
County of Marion )

This instrument was acknowledged before me this 18 day of February, 2025,  
by Matthew Perry, as Grantor.



LJA  
Notary Public for Oregon  
My commission expires: 12-28-26



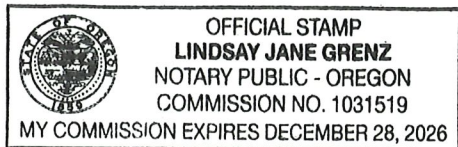
STATE OF Oregon )  
 ) ss.  
County of Marian )

This instrument was acknowledged before me this 18 day of February, 2025, by  
Crystal Perry, as Grantor.

[Signature]

Notary Public for Oregon

My commission expires: 12-28-26



## EXHIBIT A

A unit of land situated in the southeast one-quarter of Section 8, Township 7 South, Range 3 West, of the Willamette Meridian, City of Salem, Polk County, Oregon, being a portion of that property conveyed to Matthew A. Perry and Crystal F. Perry as described in Exhibit D of Document Number 2021-012158, Polk County Deed Records, and more particularly described as follows:

Beginning on the west line of said Perry property, at a point which bears South 09°12'01" West, 53.73 feet from the most northerly corner thereof, being coincident with the east line of that property conveyed to Langlois by Instrument Number 2021-016535, Polk County Deed Records;

Thence, leaving said west line, South 87°32'59" East, 5.03 feet;

thence, South 09°12'01" West, 5.03 feet;

thence, South 87°32'59" East, 114.79 feet;

thence, South 03°35'21" West, 20.00 feet;

thence, North 87°32'59" West, 285.84 feet to the east right of way line of Doaks Ferry Road NW;

thence, along said east right of way line, North 06°20'21" East, 20.05 feet to the southwest corner of said Langlois property;

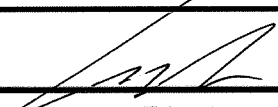
thence, leaving said east right of way line and along the south line of said Langlois property, South 87°32'59" East, 165.05 feet to the southeast corner thereof;

thence, along the east line of said Langlois property, North 09°12'01" East, 5.03 feet to the Point of Beginning.

Containing 5,732 square feet, more or less.

Bearings are based on the south line of said Exhibit D property per Survey Number 16627, Polk County Survey Records.

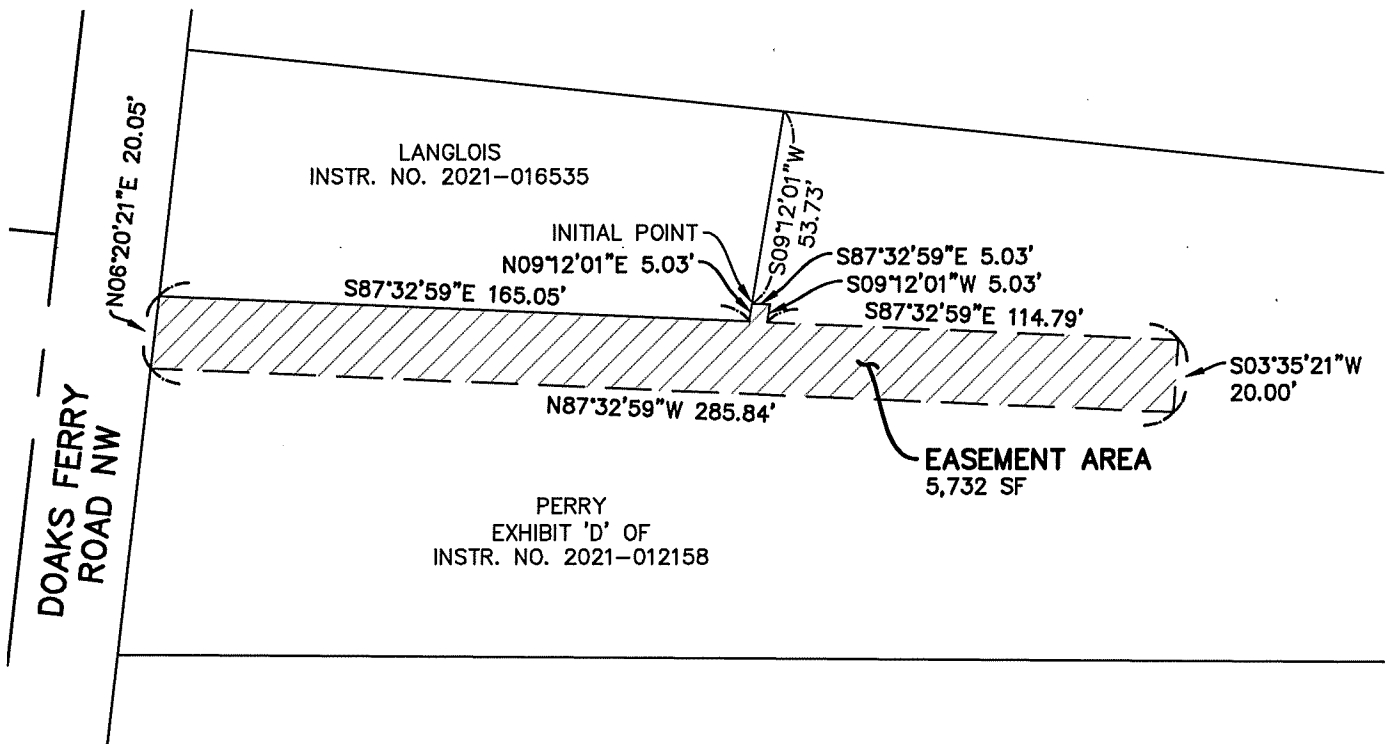
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

  
OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWS: 6-30-2025



SCALE: 1" = 40'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWES: 6-30-2025

## EXHIBIT B

IN THE SE 1/4 OF SECTION 8,  
TOWNSHIP 7 SOUTH, RANGE 3 WEST, W.M.  
CITY OF SALEM, POLK COUNTY, OREGON

DATE: SEPTEMBER 21, 2023

SURVEYED FOR: PERRY



FFN SURVEYING

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.  
21-246

SHEET  
1/1

**After recording, return to:**

Haley A. Bell  
Sherman Sherman Johnnie & Hoyt  
PO Box 2247  
Salem, OR 97308

**UTILITY EASEMENT**

This Utility Easement is made this 20 day of February, 2025, by and between Raymond C. Engel and Denise M. Engel, Trustees of the ENGEL LIVING TRUST dated October 11, 2022, ("**Grantor**") and Matthew Perry and Crystal Perry, husband and wife ("**Grantee**"), (individually referred to herein as a "**Party**," and collectively as the "**Parties**").

**RECITALS**

- A. Grantor owns the real property commonly known as 2822 Doaks Ferry Rd. NW, Salem, Oregon 97304, located in Polk County, more particularly described in **Exhibit A** attached, and referred to hereinafter as ("**Parcel A**").
- B. Grantee owns the real property commonly known as 2828 Doaks Ferry Rd. NW, Salem, Oregon 97304, located in Polk County, more particularly described in **Exhibit B** attached, referred to hereinafter as ("**Parcel B**").
- C. Grantee has begun the process of Partitioning Parcel B, which will divide Parcel B into three parcels, Parcel 1, Parcel 2, and Parcel 3.
- D. As a condition of the Planning Administrator's approval in Case No. PAR22-07, Parcels 1, 2 and 3 must be granted a private utility sewage easement.
- E. The "**Easement Area**" is a portion of Parcel A which is comprised of a strip of land and is described in **Exhibit C** and depicted in **Exhibit D**.
- F. In order to facilitate proper sewage management and fulfill the conditions in Case No. PAR22-07, the Parties now wish to memorialize this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

**AGREEMENT**

- 1. **Grant of Easement.** Grantor grants to Grantee, for the benefit of Parcel B, and subsequent divisions of Parcel B, particularly Parcels 1, 2, and 3, a perpetual, nonexclusive utility easement over and across a portion of Parcel A which is comprised of a strip of land more particularly described in **Exhibit C** and depicted in **Exhibit D** (the "**Easement Area**") for

all purposes incident and appurtenant to the placement and maintenance of private residential gravity sanitary sewer pipeline which will serve Parcels 1, 2, and 3.

2. **Nature of Easement.** The Easement granted herein will be appurtenant to, and for the benefit of Parcel B, and subsequent divisions of Parcel B including Parcels 1, 2, and 3. Any conveyance of fee title to Parcels A or B, and/or subsequent Parcels 1, 2, and/or 3, will include a conveyance of the Easement, regardless of whether the Easement is specifically identified in the instrument of conveyance. Each Parcels 1, 2, and 3 are limited to one private gravity sanitary sewer pipe each, sized for one single family residence per parcel. The Easement will not terminate for periods of non-use by either Party. However, if either Parcels 1, 2, and/or 3 connect to an additional access line or gain sewage access through means outside of this Easement, this Easement will automatically terminate with respect to the parcel which has gained additional sewer access. The Easement includes the right, privilege, and authority of Grantee to install necessary private gravity sanitary sewer pipes and other necessary infrastructure within the Easement Area in order to facilitate proper sewage management to Parcel B and subsequently, to Parcels 1, 2, and 3, subject to the limitations as described in this Section 2.
3. **Improvements.** No above or below ground structures, barriers, fences, buildings, or the like will be installed by either Party in the Easement Area such that the Easement purpose would be frustrated, unless such agreement is signed, in writing, prior to such installation, by the then owners of Parcels A, 1, 2, and 3.
4. **Restoration.** Grantee, upon installation of the necessary private residential gravity sanitary sewer pipes and other necessary infrastructure within the Easement Area, will restore the premises of Grantor, and any improvements disturbed by Grantee, to as good a condition as they were prior to any such activity. Each of the owners of Parcels A, B, 1, 2, and 3, agree that if they perform maintenance, repairs, or improvements upon the Easement Area or their respective sewer line, the parcel owner performing the repair, maintenance, or improvement will restore the premises of Grantor, any improvements disturbed by it, and each sewer line to as good a condition as they were prior to any such activity, at its sole cost.
5. **Maintenance and Repair of Easement.** Each of the owners of Parcels A, 1, 2, and 3, shall individually be responsible for its own cost of maintenance, repair, and improvements to the Easement Area and respective sewer line which runs from the city origin line to each respective parcel. Should a parcel owner or their employees, agents or invitees, cause damage to the Easement Area or another parcel owner's sewer line, the parcel owner, or their employees, agents or invitees which caused the damage will be solely responsible for all costs associated with repairing the damaged Easement Area and/or the sewer line. In the event a parcel owner does not maintain or repair the Easement Area, or its sewer line as needed, a non-responsible parcel owner may provide the responsible parcel owner with notice that such repairs or maintenance are needed. If the responsible parcel owner should fail to perform the necessary maintenance or repair within thirty (30) days after receipt of written notice, setting forth with reasonable clarity, the maintenance or repair required, or in the case of emergency, upon 24 hours' notice, then the non-responsible parcel owner

shall be permitted to perform such maintenance or repairs itself and said parcel owner's reasonable expenses, incurred as a result of the maintenance or repairs will become due and owing by the responsible parcel owner immediately.

6. **Indemnity.** Should any parcel owner of Parcels A, B, 1, 2, or 3 fail to pay any obligation assessed hereunder within 14 days written notice that such obligation is due pursuant to this Agreement, a parcel owner may, but is not obligated to, pay the cost on behalf of the non-responding party. The cost of the repairs advanced by one parcel owner on behalf of another shall be a lien upon the property of the parcel owner not paying their share and may be foreclosed as provided by Oregon law by the party or parties advancing the costs of repair. Further, each parcel owner will indemnify, defend, and hold harmless, the other for any and all claims of any kind or nature, including attorney fees, arising out of a parcel owner's, their invitee's, guest's, or agent's use of the Easement Area except as to claims arising out of another parcel owner's, their invitee's, guest's, or agent's use negligent or reckless conduct.
7. **No Dedication.** Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatsoever.
8. **Interests of Successors.** The Parties hereby covenant and agree that their respective rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of their respective successors, and that the burden and benefit of the Easement shall run with Parcels A and B, and upon their creation Parcels 1, 2, and 3.
9. **Amendment.** This Agreement may only be amended by written instrument executed by the then owners of Parcels A, 1, 2, and 3.
10. **No Partnership.** None of the terms or provisions of this Easement will be deemed to create a partnership between or among the Parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended, nor will it be construed to create any third-party beneficiary rights in any person who is not an owner presently, or at any point in the future, of any portions of Parcels A, B, 1, 2, and/or 3.
11. **Consents.** Whenever the consent or approval of a party is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed, or conditioned unless the provision in question expressly stipulates another standard of approval.
12. **Entire Agreement.** This is the entire Agreement of the Parties with respect to the matters described herein. This Agreement supersedes all prior written or oral agreements or understandings with respect to the matters described herein.
13. **Governing Law.** This Agreement shall be construed according to the laws of the State of Oregon.

14. **Attorney Fees.** In the event any dispute arises between the Parties or their successors concerning or relating to any provision of this Agreement, the Parties will make all reasonable efforts to resolve the dispute between themselves via in person or phone meeting, called by either Party within a reasonable time after the dispute has arisen. If the Parties cannot resolve the dispute between themselves, either Party may demand mediation or arbitration, with each Party being responsible for half of the costs. In the event the Parties are unsuccessful in resolving the dispute by informal means, and either Party brings an action against the other with respect to the dispute in a court of law, the Party prevailing in such action will be entitled to recover from the Party not prevailing all costs and expenses incurred by the prevailing Party in such action, including but not limited to the prevailing Party's attorney fees, at trial and upon any appeal.
15. **Injunctive and Other Equitable Relief.** The Parties agree that the remedy at law for any breach or threatened breach by a Party may, by its nature, be inadequate, and that the other Party shall be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.
16. **Reservation by Grantor of All Remaining Legal Rights and Interests in Parcel A.** Except for the terms and provisions of this Agreement, Grantor hereby expressly reserves and maintains all other legal rights and interests arising or related to its ownership of Parcel A.
17. **Time is of the Essence.** Time is of the essence concerning all obligations and rights contained in this Agreement.
18. **Risk of Loss.** Both Grantee and Grantor and its Successors shall be deemed to have elected to use the Easement and the Easement Area at their sole risk. Both Grantee and Grantor expressly disclaim any and all express warranties and any and all implied warranties of any kind, and the Parties and their Successors accept the Easement and the Easement Area in its present condition, "AS IS, WHERE IS." Grantee acknowledges that Grantor has made no promise, representation or warranty to Grantee to improve, alter, construct or reconstruct the present road with regard to the Easement and the Easement Area, except as expressly stated in this Agreement. Grantor acknowledges that if Grantor chooses to use the Easement, Grantor will be deemed to have used the Easement at their sole risk.
19. **Legal Representation.** This Agreement has been drafted by the law firm of Sherman Sherman Johnnie & Hoyt, LLP, attorneys for Grantee. Sherman Sherman Johnnie & Hoyt, LLP does not represent Grantor and Grantor been advised to, and had the opportunity to, seek the advice of their own legal counsel regarding this Agreement and the obligations set forth herein.

[Intentionally left blank]

Executed to be effective as of the 20 day of February, 2025.

GRANTOR:

Raymond C. Engel  
Raymond C. Engel Co-Trustee of  
the ENGEL LIVING TRUST dated  
October 11, 2022

GRANTEE:

Matthew Perry  
Matthew Perry

GRANTOR:

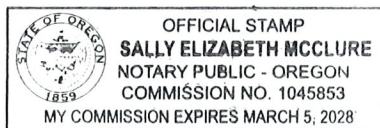
Denise M. Engel  
Denise M. Engel Co-Trustee of  
the ENGEL LIVING TRUST dated  
October 11, 2022

GRANTEE:

Crystal Perry  
Crystal Perry

STATE OF OREGON           )  
  ) ss.:  
County of MARION        )

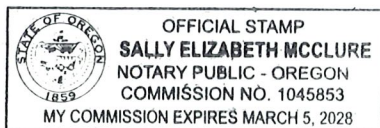
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of  
FEBRUARY, 2025, by Matthew Perry, Grantee, as his voluntary act and deed.



Sally E. McClure  
Notary Public for Oregon

STATE OF OREGON           )  
  ) ss.:  
County of MARION        )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of  
FEBRUARY, 2025, by Crystal Perry, Grantee, as her voluntary act and deed.

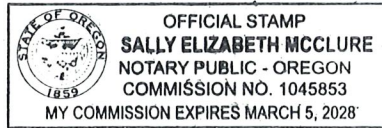


Sally E. McClure  
Notary Public for Oregon



STATE OF OREGON )  
 ) ss.:  
County of MARION )

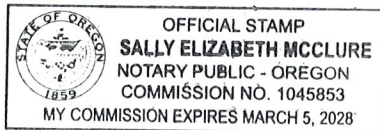
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of FEBRUARY, 2025, by Raymond C. Engel Co-Trustee of the ENGEL LIVING TRUST dated October 11, 2022, Grantor, as his voluntary act and deed.



Sally E. McClure  
Notary Public for Oregon

STATE OF OREGON )  
 ) ss.:  
County of MARION )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of FEBRUARY, 2025 by Denise M. Engel Co-Trustee of the ENGEL LIVING TRUST dated October 11, 2022, Grantor, as her voluntary act and deed.



Sally E. McClure  
Notary Public for Oregon

**EXHIBIT A**

Parcel A's Legal Description

Lot 24 and the Southerly one-half of Lot 23, Vick Heights, in the City of Salem, County of Polk and State of Oregon.

**EXHIBIT B**

Parcel B's Legal Description

A unit of land situated in the southeast one-quarter of Section 8, Township 7 South, Range 3 West, of the Willamette Meridian, City of Salem, Polk County, Oregon, being a portion of Lots 21, 22 and 23 of the plat of VICK HEIGHTS, recorded in Volume 4, Page 7, Polk County Book of Town Plats, being more particularly described as follows:

Beginning at the northwest corner of Lot 22 of said VICK HEIGHTS, being coincident with the east right of way line of Doaks Ferry Road NW, 30.00 feet from the centerline thereof when measured at right angles;

thence, South 87°32'59" East, 165.05 feet;

thence, North 09°12'01" East, 58.76 feet to the north line of said Lot 21;

thence, along said north line, South 84°09'53" East, 254.51 feet to the northeast corner of said Lot 21;

thence, along the east line of said Lot 21, and continuing along the east line of said Lots 22 and 23, South 01°13'18" East, 126.87 feet to the south line of the north one-half of said Lot 23;

thence, along said south line of the north one-half of said Lot 23, North 89°38'21" West, 441.20 feet to said the east right of way line of said Doaks Ferry Road NW;

thence, along said east right of way line, North 06°20'21" East, 99.60 feet to the Point of Beginning.

Containing 52,886 square feet, more or less.

Bearings based on the Oregon Coordinate Reference System "Salem Zone", NAD83(2011), epoch 2010.00.

EXHIBIT *PC #5*

A 7.00 foot wide strip of land situated in the southeast one-quarter of Section 8, Township 7 South, Range 3 West, of the Willamette Meridian, City of Salem, Polk County, Oregon, being a portion of that property conveyed to the Engel Living Trust by Document Number 2022-011352, Polk County Deed Records, and more particularly described as follows:

Beginning at the southwest corner of that property as described in Exhibit D of Document Number 2021-012158, Polk County Deed Records, being also on the east right of way of Doaks Ferry Road NW;

thence, along the south line of said Exhibit D property, being coincident with the north line of said Engel Living Trust property, South 89°38'21" East, 162.81 feet;

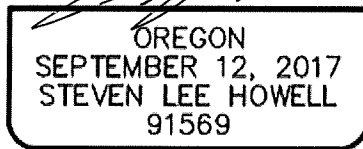
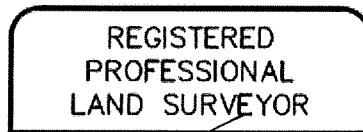
thence, leaving said south line, South 00°48'05" West, 7.00 feet to a line parallel with and 7.00 feet south of said north line;

thence, along said parallel line, North 89°38'21" West, 163.49 feet to the east right of way of said Doaks Ferry Road NW;

thence, along said east right of way, North 06°20'21" East, 7.04 feet to the Point of Beginning.

Containing 1,142 square feet, more or less.

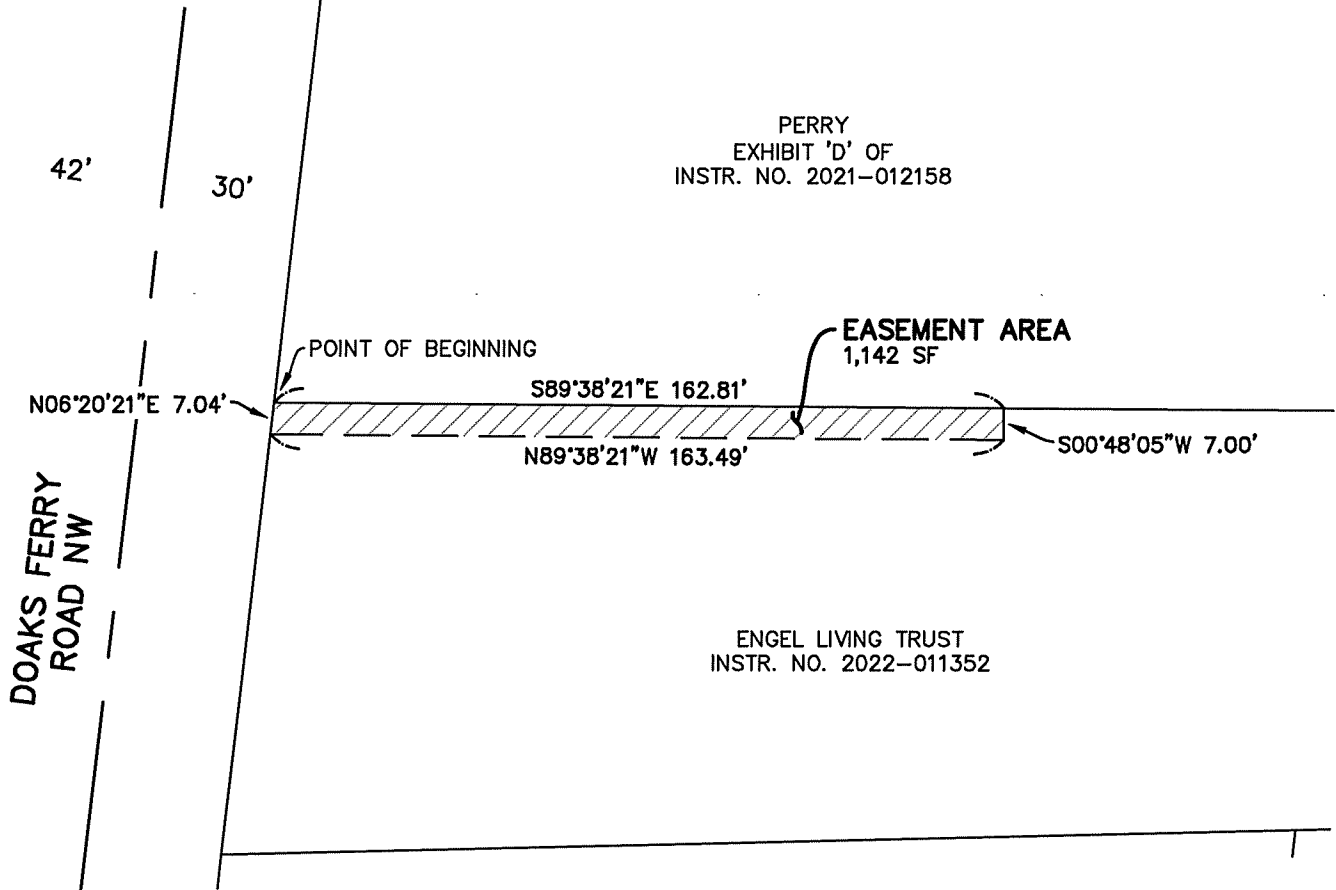
Bearings are based on the south line of said Exhibit D property per Survey Number 16627, Polk County Survey Records.



RENEWS: 6-30-2025



SCALE: 1" = 40'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWES: 6-30-2023

**EXHIBIT ~~XD~~ AB**

IN THE SE 1/4 OF SECTION 8,  
TOWNSHIP 7 SOUTH, RANGE 3 WEST, W.M.  
CITY OF SALEM, POLK COUNTY, OREGON

DATE: DECEMBER 8, 2022

SURVEYED FOR: PERRY



**FFN SURVEYING**

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.  
21-246

SHEET  
1/1

Chase (Mail Code LA4-6957)  
700 Kansas Lane  
Monroe, LA 71203-4774



August 19, 2024

Matthew A. Perry and Crystal F. Perry  
Po Box 5654  
Salem, OR 97304-0654

**Please send the enclosed document(s) to the county recording office**

Account: \*\*\*\*\*6848  
Customer Name(s): Matthew A. Perry and Crystal F. Perry  
Property Address: 2828 Doaks Ferry Rd NW  
Salem, OR 97304-0000

Dear Matthew A. Perry and Crystal F. Perry:

Thank you for working with us to complete your request for this mortgage. We have enclosed the executed, signed and notarized documents for your consent of lienholder transaction.

Next, please:

- Provide the enclosed documents to the recording office in the county where the property is located, and
- Send copies of the recorded documents to my attention at:

Overnight or Courier Mail: Chase  
Mail Code LA4-4557  
780 Kansas Lane  
Monroe, LA 71203

Fax: 1-318-550-3342 Fax; it's free from any Chase branch

Email: [land.transactions@jpmchase.com](mailto:land.transactions@jpmchase.com)

If you have questions, please call us. We appreciate your business.

Sincerely,

NICOLE SCURFIELD  
[nicole.scurfield@chase.com](mailto:nicole.scurfield@chase.com)  
Chase  
3184326091 Direct number  
1-800-848-9136 General number; we accept operator relay calls  
1-318-550-3342 Fax; it's free from any Chase branch  
[chase.com](http://chase.com)

Enclosure

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-855-280-4198.

## CONSENT TO LIENHOLDER

MIN:1010211-0001031237-8

PHONE: 1-888-679-6377

Mortgage Electronic Registration Systems, Inc., as Beneficiary, **ITS SUCCESSORS AND ASSIGNS AS NOMINEE FOR, AS NOMINEE FOR LPMC, LLC dba Landmark Professional Mortgage Company** P.O. Box 2026, Flint, MI 48501-2026, is the beneficiary of all indebtedness secured by that certain Deed of Trust executed by **MATTHEW A PERRY AND CRYSTAL F PERRY**, Grantors, to AmeriTitle, LLC, Trustee, Deed of Trust dated September 24, 2021, and recorded September 29, 2021, in Instrument No. 2021-015421, Polk County Records, hereby consents to the Partition Plat as draft dated March 28, 2023, surveyed for Matthew Perry; to be filed in the Polk County Oregon Plat records, and also consents to the dedication of all public right of way, or land and the granting of all public and private easements, or restrictions made, as shown on said plat.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, AS BENEFICIARY



By: \_\_\_\_\_

Print Name: Donna Acree

Its: ASSISTANT SECRETARY

State of Louisiana }  
Parish of Ouachita } SS.

On August 16, 2024 before me appeared  
Donna Acree to

me personally known, who did say the she/he/they is (are) the ASSISTANT SECRETARY of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, AS BENEFICIARY, and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that she/he/they acknowledged the instrument to be free act and deed of the corporation (or association).

Eva Reese  
Eva Reese

Notary Public

LA Notary ID # 17070  
LIFETIME COMMISSION

Eva Reese  
Ouachita Parish, Louisiana  
Lifetime Commission  
Notary Public ID # 17070

PERRY, 6848

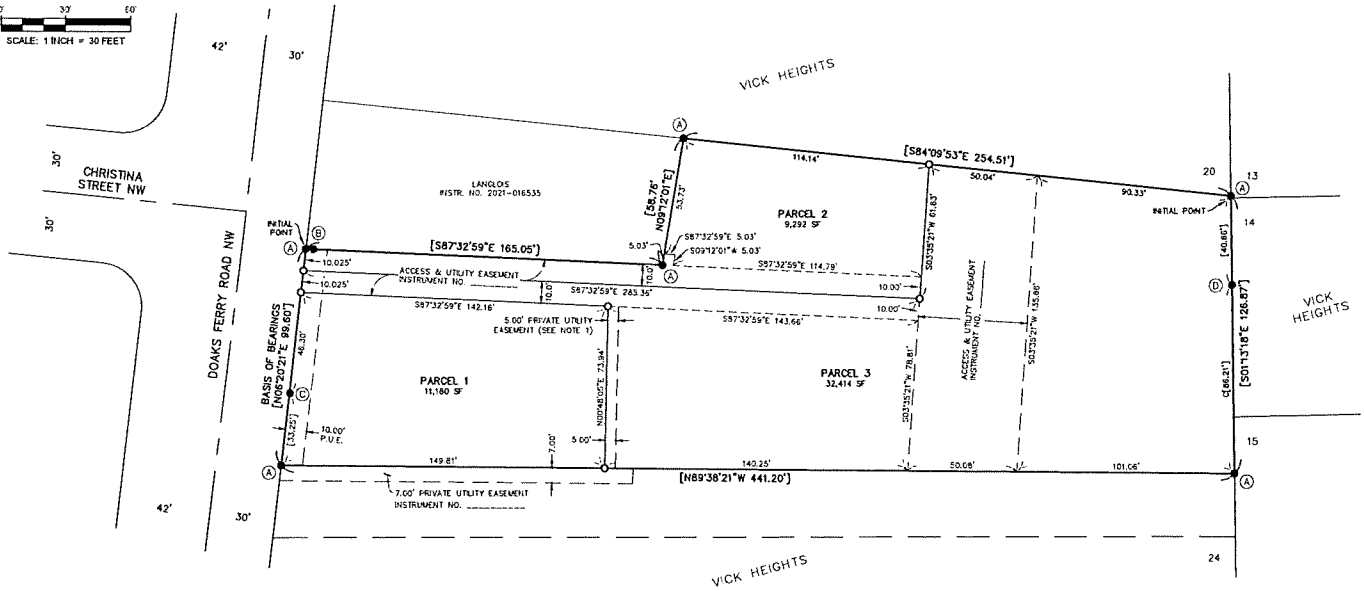




SCALE: 1 INCH = 30 FEET

## PARTITION PLAT NO. \_\_\_\_\_

IN THE SE 1/4 OF SECTION 8, T.7S., R.3W., W.M.  
CITY OF SALEM, POLK COUNTY, OREGON  
DATE: MARCH 28, 2023



### LEGEND

- FOUND MONUMENT WITHIN 0.20' OF SURFACE UNLESS OTHERWISE NOTED HELD UNLESS OTHERWISE NOTED
- SET 5/8"x30" IR W/TPC MARKED "HOWELL LS 91569", FLUSH
- ② MONUMENT REFERENCE
- [DATA] RECORD & MEASURED PER (1)
- (C) DATA CALCULATED DATA PER (1)
- IR IRON ROD
- IP IRON PIPE
- W/TPC WITH YELLOW PLASTIC CAP
- CS COUNTY SURVEY
- SF SQUARE FEET
- B.O.T.P. BOOK OF TOWN PLATS
- P.U.E. PUBLIC UTILITY EASEMENT

### MONUMENT LIST

- A IR 5/8" W/TPC MARKED "HOWELL LS 91569" PER (1)
- B IP 3/4", DOWN 0.3' (2)
- BEARS 587°55'04"E, 0.37' FROM CORNER
- C IP 1/2", DOWN 0.3' (2)
- BEARS 589°04'17"E, 0.36' FROM LINE
- D IP 1", DOWN 0.5' (2)

### SURVEY/DEED REFERENCES

- NOTE: ALL REFERENCES ARE FROM POLK COUNTY RECORDS
- (1) CS 16627
  - (2) VICK HEIGHTS VOLUME 4, PAGE 7, B.O.T.P.



SURVEYED FOR: MATTHEW PERRY



**FORTY FIVE NORTH  
SURVEYING, LLC**

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO. 21-246

SHEET 1/2

# PARTITION PLAT NO. \_\_\_\_\_

IN THE SE 1/4 OF SECTION 8, T.7S., R.3W., W.M.  
CITY OF SALEM, POLK COUNTY, OREGON  
DATE: MARCH 28, 2023

## APPROVAL

CITY PLANNING ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_  
PARTITION CASE NO.: PAR22-07

CITY OF SALEM SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

POLK COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

TAXES AND ASSESSMENTS ON THE PROPERTY DESCRIBED IN THE SURVEYOR'S  
CERTIFICATE, AS PROVIDED BY ORS 92.095, HAVE BEEN PAID IN FULL  
THROUGH \_\_\_\_\_

POLK COUNTY TAX COLLECTOR \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF OREGON }  
COUNTY OF POLK } SS

I DO HEREBY CERTIFY THAT THE ATTACHED PARTITION PLAT NO. \_\_\_\_\_  
WAS RECEIVED FOR RECORDING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND RECORDED IN THE BOOK OF PARTITION  
PLATS, IT IS FURTHER RECORDED IN POLK COUNTY DEED RECORDS IN REEL  
\_\_\_\_\_ AT PAGE \_\_\_\_\_.

BY: \_\_\_\_\_  
DEPUTY COUNTY CLERK

## NOTES

- 1) PARCEL 3 IS SUBJECT TO A 5.00 FOOT WIDE PRIVATE UTILITY  
EASEMENT ALONG A PORTION OF ITS WESTERLY LINE AS SHOWN FOR  
THE BENEFIT OF PARCEL 2.
- 2) A NOTICE OF DECISION HAS BEEN RECORDED IN REEL \_\_\_\_\_ PAGE  
\_\_\_\_\_, POLK COUNTY DEED RECORDS.
- 3) ALL EASEMENTS GRANTED OR CONVEYED TO THE CITY BY THIS PLAT  
ARE TO BE GOVERNED BY THE TERMS AND CONDITIONS FOUND IN SRC  
205.085.

## DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT MATTHEW A. PERRY AND  
CRYSTAL F. PERRY ARE THE OWNERS OF THE LAND DESCRIBED IN THE  
SURVEYOR'S CERTIFICATE HEREON, AND HAS CAUSED THE SAME TO BE  
SURVEYED AND PLATED, IN ACCORDANCE WITH THE PROVISIONS OF  
CHAPTER 92 OF THE OREGON REVISED STATUTES, AND HEREBY  
GRANTS ALL EASEMENTS AS SHOWN OR NOTED HEREON.

MATTHEW A. PERRY \_\_\_\_\_

CRYSTAL F. PERRY \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF OREGON }  
COUNTY OF \_\_\_\_\_ } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_  
BY MATTHEW A. PERRY \_\_\_\_\_

NOTARY SIGNATURE \_\_\_\_\_

NOTARY PUBLIC - OREGON (PRINTED) \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF OREGON }  
COUNTY OF \_\_\_\_\_ } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_  
BY CRYSTAL F. PERRY \_\_\_\_\_

NOTARY SIGNATURE \_\_\_\_\_

NOTARY PUBLIC - OREGON (PRINTED) \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

## NARRATIVE

THE PURPOSE OF THIS SURVEY IS PARTITION ALL THAT PROPERTY AS  
DESCRIBED IN EXHIBIT 'D' OF INSTRUMENT NUMBER 2021-012158, POLK  
COUNTY DEED RECORDS, INTO THREE PARCELS AS SHOWN, AS APPROVED BY  
THE CITY OF SALEM PARTITION CASE NUMBER PAR22-07.

FOR MY BASIS OF BEARINGS, I HELD NORTH 06°20'21" EAST BETWEEN  
MONUMENTS FOUND ON THE WEST LINE OF SUBJECT PROPERTY PER SURVEY  
NUMBER 16627, POLK COUNTY SURVEY RECORDS.

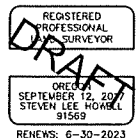
THE OUTER BOUNDARY OF SUBJECT PROPERTY WAS RESOLVED BY HOLDING  
FOUND MONUMENTS AS SHOWN, ALONG WITH RECORD GEOMETRY, PER SURVEY  
NUMBER 16627, POLK COUNTY SURVEY RECORDS.

## SURVEYOR'S CERTIFICATE

I, STEVEN L. HOWELL, HEREBY CERTIFY THAT I HAVE SURVEYED AND MARKED  
WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ATTACHED  
PARTITION PLAT, IN THE SOUTHEAST ONE-QUARTER OF SECTION 8,  
TOWNSHIP 7 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, CITY OF  
SALEM, POLK COUNTY, OREGON, THE BOUNDARIES OF WHICH BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, BEING A FOUND 5/8" IRON ROD WITH  
YELLOW PLASTIC CAP MARKED "HOWELL LS 91569" AT NORTHWEST CORNER  
OF LOT 22 OF "VICK HEIGHTS", RECORDED IN VOLUME 4, PAGE 7, POLK  
COUNTY BOOK OF TOWN PLATS, BEING COINCIDENT WITH THE EAST RIGHT OF  
WAY LINE OF DOAKS FERRY ROAD NW, 30.00 FEET FROM THE CENTERLINE  
THEREOF WHEN MEASURED AT RIGHT ANGLES; THENCE, SOUTH 87°32'59"  
EAST, 165.05 FEET; THENCE, NORTH 09°12'01" EAST, 58.76 FEET TO THE  
NORTH LINE OF LOT 21 OF SAID "VICK HEIGHTS"; THENCE, ALONG SAID  
NORTH LINE, SOUTH 84°09'53" EAST, 254.51 FEET TO THE NORTHEAST  
CORNER OF SAID LOT 21; THENCE, ALONG THE EAST LINE OF SAID LOT 21,  
AND CONTINUING ALONG THE EAST LINE OF LOTS 22 AND 23 OF SAID "VICK  
HEIGHTS", SOUTH 01°13'18" EAST, 126.87 FEET TO THE SOUTH LINE OF THE  
NORTH ONE-HALF OF SAID LOT 23; THENCE, ALONG SAID SOUTH LINE OF  
THE NORTH ONE-HALF OF SAID LOT 23, NORTH 89°38'21" WEST, 441.20  
FEET TO THE EAST RIGHT OF WAY LINE OF SAID DOAKS FERRY ROAD NW;  
THENCE, ALONG SAID EAST RIGHT OF WAY LINE, NORTH 06°20'21" EAST,  
99.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 52,868 SQUARE FEET, MORE OR LESS.



SURVEYED FOR: MATTHEW PERRY



FORTY FIVE NORTH  
SURVEYING, LLC

2230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO. 21-246

SHEET 2/2