



New

Exhibit A

Legal Description

A parcel of land situated in the Southeast quarter of Section 6. Township 8 South, Range 2 West of the Willamette Meridian, Marion County. Oregon, being more particularly described as follows:

Commencing at the most Northerly corner of the Thomas Stanley Donation Land Claim No. 46, said Township and Range; thence South 49° 26' 32" West, 2519.28 feet (record South 47° 30' West, 38.15 chains) to the Southeast corner of that tract of land as described in Reel 1055, Page 241, Marion County Records for the true point of beginning; thence South 40° 22' 42" East, 15.00 feet; thence South 49° 26' 32" West, 523.11 feet to a point of curve; thence along the arc of a 25.00 foot radius curve to the right (the long chord bears South 88° 49' 40" West, 31.73 feet) a distance of 34.37 feet to a point of compound curve; thence along the arc of a 351.97 foot radius curve to the right (the long chord bears North 51° 27' 35" West, 4.00 feet) a distance of 4.00 feet; thence North 32° 43' 51" West, 219.57 feet to intersect the northerly line of that tract of land described in Reel 1055, Page 241, Marion County Records; thence along the said Northerly line, North 49° 23' 32" East, 519.25 feet to the Northeasterly corner thereof; thence along the Easterly line of said parcel, South 40° 22' 42" East, 227.05 feet to the true point of beginning.

ALSO: All that portion of said property described in that certain vacation Ordinance No. 23-2004, recorded June 28, 2004 in Reel 2339, Page 60, Microfilm Records, Marion County, Oregon which would attach to the property by operation of law.

EXHIBIT A

All the certain real property located in the County of Marion, State of Oregon, described as follows:

Beginning at a point in the North boundary of the Thomas Stanley Donation Land Claim being claim 46 in Township 8 South, Range 2 West of the W.M. Marion County, Oregon, said point being South 47° 30' West along the North line thereof 38.15 chains from the Northeast corner; thence North 42° 25' West 3.431 chains to an iron pipe; thence South 47° 27' West 8.54 chains to a point in the County Road; thence South 35° 26' East 3.45 chains to the North boundary of said claim No. 46; thence North 47° 30' East along said claim line 8.95 chains to the point of beginning.

Real Property Tax Account No.: R29424 8-2W-6DA TL 300



TICOR TITLE



222 High Street SE PO Box 71 Salem OR 97308-0071 Phone: (503) 585-1881 (800) 826-6128 Fax: (503) 370-7915

July 1, 2004

Ticor Title Company Deana Freauff 1000 SW Broadway, suite 1555 Portland, OR 97205

Buyer/Borrower: Colonia Libertad Limited Partnership

Re: 822269

REPORT NO. 18-33107 Supplemental No. 4

Preliminary Report For:

Extended Loan Policy

TO COME

Premium: TO COME

This report shall become null and void unless a policy is issued.

We are prepared to issue an ALTA policy (10/17/92) as written by Ticor Title Insurance Company, in the form and amount shown above insuring the title to the following described land:

A parcel of land situated in the Southeast quarter of Section 6, Township 8 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, being more particularly described as follows:

Commencing at the most Northerly corner of the Thomas Stanley Donation Land Claim No. 46, said Township and Range; thence South 49° 26' 32" West, 2519.28 feet (record South 47° 30' West, 38.15 chains) to the Southeast corner of that tract of land as described in Reel 1055, Page 241, Marion County Records for the true point of beginning; thence South 40° 22' 42" East, 15.00 feet; thence South 49° 26' 32" West, 523.11 feet to a point of curve; thence along the arc of a 25.00 foot radius curve to the right (the long chord bears South 88° 49' 40" West, 31.73 feet) a distance of 34.37 feet to a point of compound curve; thence along the arc of a 351.97 foot radius curve to the right (the long chord bears North 51° 27' 35" West, 4.00 feet) a distance of 4.00 feet; thence North 32° 43' 51" West, 219.57 feet to intersect the Northerly line of that tract of land described in Reel 1055, Page 241, Marion County Records; thence along the said Northerly line, North 49° 23' 32" East, 519.25 feet to the Northeasterly corner thereof; thence along the Easterly line of said parcel, South 40° 22' 42" East, 227.05 feet to the true point of beginning.

ALSO: All that portion of said property described in that certain Vacation Ordiance No. 23-2004, recorded June 28, 2004 in Reel 2339, Page 60, Microfilm Records, Marion County, Oregon which would attach to property by operation of law.

Page 1 Report No. 18-33107

Real Property Tax Account No.: R29424 8-2W-6DA TL 300

Situs Address as disclosed by Marion County Tax Roll: none disclosed, Salem, OR

VESTED IN:

Colonia Libertad Limited Partnership, an Oregon Limited Partnership

Dated as of June 28, 2004 at 8:00 a.m.

Subject to the printed Exclusions and the Conditions and Stipulations of the policy as well as the following Exceptions:

- a. 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.
 b. 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.
- a. Easements, liens, encumbrances, interests or claims thereof which are not shown by the public records;
 b. 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- a. Unpatented mining claims;

b. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
c. Water rights, claims or title to water;

whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

5. Any lien or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS:

1. Taxes for the fiscal year	2003-2004, unpaid
Total amount:	\$1,151.32, plus interest
Account No.:	R29424 8-2W-6DA TL 300

- 2. City liens, if any, of the City of Salem. (The City of Salem charges \$20.00 for a lien search. To avoid excess charges we will not search the City Lien Docket until close of transaction, or upon request.)
- 3.7 The rights of the public in and to that portion of the premises herein described lying within the limits of public roads, streets and highways.

Page 2 Report No. 18-33107

4. Line of Credit Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Grantor: Trustee: Beneficiary:

Amount:

Recorded:

in Marion County, Oregon.

Dated:

Reel:

Colonia Libertad Limited Partnership Ticor Title Company of Oregon The State of Oregon, acting by and through its Housing and Community Services Department \$425,000.00 October 2, 2005 October 7, 2003 2212 Page: 230

NOTE: Line of Credit loans may have special provisions for close out instructions in addition to payment in full in order to remove the lien from the subject property. A check with the lender is necessary to determine specific requirements.

5. Housing Development Grant Program Project Use Agreement, including the terms and provisions thereof,

Recorded:	Januar	y 23, 20	004
Reel:	2265	Page:	456
Records of Marion County, C		•	

- 6. This report is further subject to such matters as may appear necessary upon review by our underwriter.
- 7. The terms and provisions of Colonia Libertad Limited Partnership partnership agreement, a copy of which should be furnished for our examination prior to closing.
- Easement Agreement, including the terms and provisions thereof, Recorded: June 28, 2004
 Reel: 2338 Page: 387
 Records of Marion County, Oregon.
- 9. Easement for existing public utilities in vacated street area and the conditions imposed thereby, Reserved by vacating order entered: June 14, 2004 Ordinance No.: 23-2004 Recorded: June 28, 2004 Reel: 2339 Page: 60

in Marion County, Oregon.

10. The extended coverage policy will be subject to the rights of parties in possession of all or any part of the property described herein. This exception may be deleted upon execution of an appropriate affidavit which will be furnished by Ticor Title.

Page 3 Report No. 18-33107

11. Any extended coverage policy will be subject to liens for services, labor or material heretofore or hereafter furnished as imposed by law and not shown by the public records. This exception can be removed upon showing, sufficient to the Company, that no material has been furnished or labor performed on the property. In the event of an existing improvement this may be done with an affidavit furnished by the Company at the time of closing. In the event of new construction we will require satisfactory evidence that construction liens will not be filed and the payment of an additional premium.

END OF EXCEPTIONS

NOTE: The premium amount has been reduced by application of a Reissue Rate.

NOTE: As of the date hereof, there are no matters against Colonia Libertad Limited Partnership, Farmworker Housing Development Corporation, Women Organizing Resources, Knowledge and Services and Opportunities For Neighborhood Empowerment Company Inc. which would appear as exceptions to coverage in a title insurance product.

NOTE: This report does not include a search for financing statements filed in the office of the Secretary of State or in a county other than the county wherein the premises are situated. No liability is assumed if a financing statement is filed in the office of the county recorder wherein the lands are described other than by metes and bounds or under the rectangular survey system.

NOTE: Should early issue coverage be required, Ticor Title must be supplied with the name of the general contractor and appropriate documentation for approval.

NOTE: This supplemental is provided for the purposes of adding additional names to the judgement search.

This report is written only for the benefit of the principals to this transaction. No liability is assumed under this report until such time as it is converted to a title insurance policy.

TICOR TITLE Marsha Stallings Senior Title Officer

cc: Ticor Title (4) Deanna

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Page 4 Report No. 18-33107



TICOR TITLE This map and the accompanying legal description are provided solely to assist in techning the subject property. Ticor Title assumes no hindifily for discrepancies. popropence - CVLMART VINOTOD

D TICOR TITLE INSURANCE

Policy of Title Insurance

- 2. Any defect in or lien or encumbrance on the title;
- 3. Unmarketability of the title.
- 4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by an authorized signatory of the Company.

American Land Title Association Owner's Policy (10-17-92) SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULA-TIONS, TICOR TITLE INSURANCE COM-PANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

 Title to the estate or interest described in Schedule A being vested other than as stated therein;

Issued by: TICOR TITLE INSURANCE COMPANY 1629 S.W. SALMON STREET PORTLAND, OR 97205-1787 (503) 224-0550 FAX (503) 219-2212

PRO FORMA



Authorized Signatory

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 which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations)
 - restricting, regulating, and zoning laws, oronances or regulations) restricting, regulating, prohibiling or relating to (I) the occupancy, use or enjoyment of the land; (iii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public recorde at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

Conditions and Stipulations

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the Insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as ilstinguished from purchase including, but not limited to, heles, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "Insured claimant": an Insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, or In Schedule C If not provided for in Schedule A, and Improvements affixed therato which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in the applicable Schedule, nor any right, title, interest, estate or essement in abuting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "montgage": montgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title"; an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage iven by a purchaser from the insured, or only so long as the insured shall

.ve liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

- 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) 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;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on;
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below. (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the optione contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever Order No. 18-33107

SCHEDULE A

AMOUNT: \$6,6

\$6,617,889.00

DATE; At:

PREMIUM:

\$17,129.55

POLICY NUMBER:

1. NAME OF INSURED:

Colonia Libertad Limited Partnership, an Oregon Limited Partnership 2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS;

Fee.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

Colonia Libertad Limited Partnership, an Oregon Limited Partnership 4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS:

Beginning at a point in the North boundary of the Thomas Stanley Donation Land Claim being claim 46 in Township 8 South, Range 2 West of the W. M. Marion County, Oregon, said point being South 47° 30' West along the North line thereof 38.15 chains from the Northeast corner; thence North 42° 25' West 3.431 chains to an iron pipe; thence South 47° 27' West 8.54 chains to a point in the County Road; thence South 35° 26' East 3.45 chains to the North boundary of said claim No. 46; thence North 47° 30' East along said claim line 8.95 chains to the point of beginning.



Page 1 of 3 Policy No. Order No. 18-33107

SCHEDULE B

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. The rights of the public in and to that portion of the premises herein described lying within the limits of public roads, streets and highways.
- 7
 2.
 Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with Interest thereon and such future advances as may be provided therein, Grantor:

 Grantor:
 Colonial Libertad Limited Partnership, anOregon limited partnership

 Trustee:
 Ticor Title Company of Oregon

 Beneficiary:
 Netword for Oregon Affordable Housing

 Amount:
 \$4,400,000.00

 Reel:
 Page:

 in Marion County, Oregon.
 - Line of Credit Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.
 Grantor: Colonia Libertad Limited Partnership

Trustee:	
Beneficlary:	
j-	

Amount: Dated: Recorded; Reel;

Licor Litle Company of Ore	gon		
The State of Oregon, acting	by and throug	h its Housing ar	d Community
Services Department			o oonnanity
\$425,000.00	Preder	Loan	
October 2, 2003	11000		
October 7, 2003			
2212 Page: 230			

In Marlon County, Oregon.

NOTE: Line of Credit loans may have special provisions for close out instructions in addition to payment in full in order to remove the lien from the subject property. A check with the lender is necessary to determine specific requirements.

The lien of the above Trust Deed was subordinated to the lien of the Trust Deed, shown as exception no. 2 Herein, by instrument, Reel: Page:

in Marion County, Oregon.

 Housing Development Grant Program Project Use Agreement, including the terms and provisions thereof, Recorded:
 January 23, 2004

recordea:	Januar	y 23, 2	004
Reel;	2265	Page:	456
Records of Marlon County,	Oregon,	•	

Page 2 of 3 Policy No.

NO.604 P.6/12

Order No. 18-33107

The lien of the above Housing Development Grant Program Project Use Agreement was subordinated to the lien of the Trust Deed, shown as exception no. 2 herein, by instrument, Reel: Page:

in Marion County, Oregon.

- Any extended coverage policy will be subject to matters disclosed by an accurate survey unless one of the following is authorized or furnished to the Company for review and approval:
 - 1. Site inspection by Ticor Title (requires 48 hour notification prior to closing) or
 - 2. Inspection report or
 - 3. Foundation Survey
- 6. Any extended coverage policy will be subject to liens for services, labor or material heretofore or hereafter furnished as imposed by law and not shown by the public records. This exception can be removed upon showing, sufficient to the Company, that no material has been furnished or labor performed on the property. In the event of an existing improvement this may be done with an affidavit furnished by the Company at the time of closing. In the event of new construction we will require satisfactory evidence that construction liens will not be filed and the payment of an additional premium.
- 7. NOTE: This pro forma policy does not reflect the present condition of title, but rather indicates the form of the title insurance policy, together with the schedules thereof, and the endorsements thereto, which the company is prepared to issue when all necessary documents are executed, delivered and recorded and all acts performed to its satisfaction. It is to be used for information purposes only, is not a commitment to insure and no liability is assumed by its issuance.

END OF EXCEPTIONS



Page 3 of 3 Policy No. NON-IMPUTATION ENDORSEMENT Attached to Policy No. Issued by

TICOR TITLE INSURANCE COMPANY

Dated:

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Premium: \$1,650.00

The Company hereby insures Colonia Libertad Limited Partnership that, notwithstanding the terms of the Conditions and Stipulations or Schedule of Exclusions from coverage to the contrary, in the event of loss or damage insured against under the terms of said policy, the Company will not deny its liability thereunder to said insured on the ground that said insured had knowledge of any matter solely by reason of notice thereof imputed to it by operation of law.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

TICOR TITLE INSURANCE COMPANY

By:



Attached to Policy No. Order No. 18-33107 A

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P.8/12

ZONING ENDORSEMENT Attached to Policy No.

issued by

TICOR TITLE INSURANCE COMPANY

Dated:

Premium: \$2,220.00

The Company insures the Insured against loss or damage sustained by reason of any incorrectness in the assurance that, at Date of Policy:

- According to applicable zoning ordinances and emendments thereto, the land is classified Zone Residential/Multiple.
- 2. The following use or uses are allowed under that classification subject to compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto, including but not limited to the securing of necessary consents or authorizations as a prerequisite to the use or uses:

There shall be no liability under this endorsement based on the invalidity of the ordinances and amendments thereto until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

Loss or damage as to the matters insured against by this endorsement shall not include loss or damage sustained or incurred by reason of the refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy. That is, rectification of a concern for the insured creates no obligation towards a subsequent buyer, lessee or lender.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

TICOR TITLE INSURANCE COMPANY

By:_



Endorsement No. 123.1

Page 1 of 1

P.9/12

SURVEY

Attached to Policy No. Borrower: Colonia Libertad Limited Partnership Issued by

TICOR TITLE INSURANCE COMPANY

Dated:

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Premlum: \$50.00

The Company insures the insured that;

1. the land is the same as that delineated on the plat of a survey made by on Job No., which is attached hereto and made a part hereof.

The Company hereby insures the Insured against loss which the insured shall sustain in the event that the assurances of the Company herein shall prove to be incorrect.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

TICOR TITLE INSURANCE COMPANY

By:



Endorsement No. 116.1

TICOR TITLE INSURANCE COMPANY

Premium: \$50.00

NO.604

The Company hereby agrees with the insured partnership that this Policy and the coverage provided to the insured partnership hereunder shall not be deemed to have lapsed, or to have been forfeited, or to have terminated because of the occurrence, subsequent to the Date of Policy, of either of the following events (provided that, subject to the next paragraph, the insured partnership has not been dissolved or discontinued by reason of the following events pursuant to applicable state law):

- 1. the admission or withdrawal of any individual or entity as a partner in the insured partnership, or
- 2. a change in any partner's interest in capital or profits of, or as limited or general partner in, the Insured partnership.

The Company hereby further agrees that the definition of Insured contained in paragraph 1(a) of the Conditions and Stipulations of the Policy shall include the following successors in Interest to the named insured of the estate or interest described in Schedule A (reserving, however, all rights and defenses as to any successor that the Company would have had against the named insured):

- any grantee of the named insured which is an owner of a partnership interest (a "Grantee Partner") in the named insured partnership which receives title to the land described in Schedule A of the Policy as a result of the dissolution of the named insured partnership; or
- any corporate successor to a Grantee Partner who becomes a successor by operation of law (as opposed to purchase) by reason of dissolution, merger, consolidation or corporate reorganization; or
- any corporate grantee of a Grantee Partner, or of a corporate successor covered under (b) above which receives title to the land described in Schedule A of the Policy, provided the corporate grantee is either a wholly owned subsidiary of the corporate successor or of its parent corporation.

This endorsement is not to be construed as extending the coverage of the policy to any later date than the Date of Policy shown in Schedule A, nor does it impose any liability on the Company for loss or damage resulting from (i) failure of a successor referred to above to acquire an insurable estate or interest in the land, or (ii) any defect, lien or encumbrance attaching by reason of the activity of an estate or interest in the land by the successor.



Endorsement No. 98

Dated:

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Page 1 of 2

Attached to Policy No. Order No. 18-33107 .);

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This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the 'erms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

TICOR TITLE INSURANCE COMPANY



Endorsement No. 98

Page 2 of 2

Attached to Policy No. Order No. 18-33107

requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to he estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecule, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OF DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damags. Further, if requested by any authorized representative of the Company, the Insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine. Inspect and copy all records, books, ledgers, chacks, correspon-dence and memoranda in the custody or control of a third party, which reason-ably perfain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necesary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' lees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the Insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the insured or With the Insured Cleimant.

(I) to pay or otherwise settle with other partles for or in the name of an Insured claimant any claim insured against under this policy, together with any coste, attorneys' fees and expensee incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary lose or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(I) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect. lian or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is arected on the land which increases the value of the insured estate or interest by al least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial lose, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the lotal value of the insured estate or interest at Date of Policy; or

(II) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rate in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the Improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, altorneys' less and expenses Incurred in accordance with Section 4 of these Conditions and Stipulations. 8. APPORTIONMENT

If the land described in applicable Schedule consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the percess but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketablility of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby,

(b) In the event of any litigation, including illigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or sult without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, altorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. 11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception le taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this polloy to the insured owner. 12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.



After recording return to: Florence Mott Qwest Corporation 8021 SW Capitol Hill Road Room 160 Portland, OR 97219

Job#: 6535-15-Salem

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Private Easement Individual(s) as Grantor

The undersigned, Colonia Libertad Limited Partnership, an Oregon limited partnership, ("Grantor") for and in consideration of Mutual Benefits and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Qwest Corporation, a Colorado corporation ("Grantee"), whose address is 1801 California St., Suite 5200, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunications facilities, and other appurtenances, from time to time, as Grantee may require under the following described property situated in the County of Marion, State of Oregon, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

A 10' wide easement being 5' on either side of the "as placed" telephone cable located on a portion of Grantor's property on Saddle Club Street SE, described on Exhibit A-1 and shown on Exhibit A-2, which are attached hereto and by this reference made a part hereof, all of which are situated in Section 6, Township 8S, Range 2W of the W.M., Marion County, Oregon.

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees, within the Easement Area, and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change, will be made by grading or otherwise, that would adversely affect Grantee's use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is situated.

COLONIA LIBERTAD LIMITED PARTNERSHIP GRANTOR

By Farmworker Housing Development Corporation, General Partner

By:_____ Name: Roberto Franco

Title:Executive Director

By Women Organizing Resources, Knowledge and Services, General Partner

By:

Name: Channa Grace Title:Executive Director

STATE OF OREGON) ss: COUNTY OF MARION)

This instrument was acknowledged before me on this _____day of ______, 2004, by ______ as a General Partner of COLONIA LIBERTAD LIMITED PARTNERSHIP.

My commission expires:

STATE OF OREGON) ss: COUNTY OF MARION)

This instrument was acknowledged before me on this ______day of ______, 2004, by _______as a General Partner of COLONIA LIBERTAD LIMITED PARTNERSHIP.

My commission expires: _

R/W#: OR062304FM01 Job #: 6535-14 Exchange: Salem County: Marion ¹/₄ Section: SE¹/₄, Section 6, Township 8S, Range 2W, W.M.

Page 2 of 4

Exhibit A-1 Legal Description of Property

.Description of Property to be Vacated. The property to be vacated is described as: A

portion of Saddle Club Street SE, in the city of Salem, Marion County, legally described as follows.

A parcel of land situated in the Southeast quarter of Section 6, Township 8 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, being more particularly described as follows:

Commencing at the most Northerly Northeast corner of the Thomas Stanley Donation Land Claim No. 46, said Township and Range; thence South 49 26' 32" West, 2519.28 feet (record South 47 30' West, 38.15 chains) to the Southeast corner of that tract of land as described in Reel 1005, Page 241, Marion County Records for the True Point of Beginning; thence along the Southerly extension of the East line of said tract of land, South 40 22' 42" East, 15.00 feet; thence 15.00 feet Southerly of and parallel to the South line of said tract of land, South 49 26' 32" West, 523.11 feet to appoint of curve; thence along the arc of a 25.00 foot radius curve to the right (the long chord bears South 82 39' 11" West, 27.39 feet) a distance of 28.98 feet to intersect the Easterly right of way line of Lancaster Drive (Market Road 27) at a point which is on the Southerly line of that tract of land as described in said Reel 1055, Page 241; thence along the said Southerly line, North 49 26' 32" east 546.07 feet to the True Point of Beginning Containing 8,096 square feet more or less.

R/W#: OR062304FM01 Job #: 6535-14 Exchange: Salem County: Marion ¹/₄ Section: SE¹/₄, Section 6, Township 8S, Range 2W, W.M.

Page 3 of 4



p.2

 Ree1
 Page

 2350
 288

After recording, return to: City Recorder 555 Liberty St., SE, Room 205 Salem, OR 97301-3503

PIPELINE EASEMENT

LEWIS VAN WINKLE and NANCY BEAVER, Co-personal Representatives of the Estate of Anna Van Winkle ("Grantor"), for the consideration of \$5,500.00 and other valuable consideration, grants to the CITY OF SALEM, an Oregon municipal corporation ("Grantee") a permanent easement over and along the full width and length of the property described as follows:

The Northeasterly 15.00 feet of the Southeasterly 79.50 feet of that Tract of Land described and recorded in Volume 249, Page 228, Marion County Deed Records,

together with a temporary working easement as follows:

The Southwesterly 15.00 feet of the Northeasterly 30.0 feet of the Southeasterly 79.50 feet of that Tract of Land described and recorded in Volume 249, Page 228, Marion County Deed Records.

The temporary working easement shall be effective only for a period of not more than six (6) months from the date constructions commences on site.

To have and to hold the above-described permanent easement unto Grantee in accordance with the following conditions and covenants:

The permanent easement shall include the right of Grantee to excavate for, and to construct, place, operate, maintain, repair, replace, relocate, inspect and remove an underground sanitary sewer pipeline at least 8" in diameter, with all appurtenances incident thereto or necessary therewith, including manholes, for the purpose of conveying sewage waste under said premises, together with the right of Grantee to place, excavate, replace, repair, install, maintain, operate, inspect, and relocate pipelines and necessary appurtenances, and make excavations therefore 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 pipelines 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 purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the number of pipelines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement granted.

No building shall be constructed over the pipeline easement and no earth fill or embankment shall be placed within this easement, nor over this pipeline without a specific written agreement between Grantee and Grantor, its 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 pipeline shall be assumed by Grantor, its successors, or assigns.

Grantee will indemnify and hold harmless Grantor, its heirs and assigns, from claims of 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 pipeline. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding on and obligatory on the administrators, executors, successors and assigns of the respective parties.

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

ESTATE OF ANNA VAN WINKI Van Winkle, Co-personal Representative By Co-Personal) Representative

PIPELINE EASEMENT (SEWER ONLY) - Page 1

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1E OF OREGON)ss County of <u>Multhomah</u>)	
This instrument was acknowledged before me on of the Estate of Anna Van Winkle.	July 14 , 2004 by Lewis Van Winkle, Co-personal Representative M M Notary Public for Oregon M My commission expires: $9 - 26 - 07$
STATE OF OREGON)ss County of Multnomah_)	1
This instrument was acknowledged before me on <u>Estate</u> of Anna Van Winkle.	Notary Public for Oregon My commission expires 9 - 26-07
Approved: By: Public Works Department	Approved as to form: By: City Attorney Checked by: Project Number: Date: 703,202 Date: 7120/04,2004
OFFICIAL SEAL D FREAUFF NOTARY PUBLIC-OREGON COMMISSION NO. 372497 MY COMMISSION EXPIRES SEP. 26, 2007	OFFICIAL SEAL D FREAUFF NOTARY PUBLIC-OREGON COMMISSION NO 372497 MY COMMISSION EXPIRES SEP 26, 2007

PIPELINE EASEMENT (SEWER ONLY) - Page 2



REEL:2350

PAGE: 288

July 20, 2004, 02:14 pm.

CONTROL #: 119002

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: \$ 31.00

PHIL MILES CHIEF DEPUTY CO. CLERK

THIS IS NOT AN INVOICE.





CITY OF SALEM, OREGON CITY RECORDER / Room 205 555 Liberty St. SE. 97301 Telephone: (503) 588-6097 FAX: (503) 361-2202 TDD: (503) 588-6009

Diana C. Tormey City Recorder (503) 588-6091 Internet E-Mail:dtormey@cityofsalem.net

July 19, 2004

Enclosed is a copy of City of Salem Ordinance No. 23-2004, passed by the City Council on June 14, 2004, to vacate a portion of right-iof-way of Saddle Club Street SE (north side), east of Lancaster Drive SE.

Certified copies of the ordinance have been filed with the County Clerk, Assessor, and Surveyor. Also enclosed is a map of the area showing the portion of vacated right-of-way.

The ordinance has been recorded by the County Clerk; its Reel/Book number is 2339 and Page number is 60.

Sincerely,

Diana C. Tormey City Recorder

Enc.

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BILL NO. 22

A BILL FOR

ORDINANCE NO. 23-2004

Reel

2339

Page

60

AN ORDINANCE to vacate a portion of right-of-way of SADDLE CLUB STREET SE (NORTH SIDE), EAST OF LANCASTER DRIVE SE.

THE CITY OF SALEM ORDAINS AS FOLLOWS:

Section 1. FINDINGS. The City Council of the City of Salem, Oregon, hereby finds as follows:
 (a) On December 1, 2003, Craig A. Clarambeau, on behalf of Colonia Libertad Limited
 Partnership, filed a petition (the Petition) to vacate a portion of right-of-way (the Property), for Saddle Club
 Street SE located east of Lancaster Drive SE, and more particularly described in Section 2.

(b) At the January 26, 2004 council meeting, the City Council moved to set a Public Hearing on
February 23, 2004 to consider vacation of the Property, which date was subsequently re-set to March 22,
2004.

(c) Pursuant to ORS 271.110(1), notice of the proposed vacation and hearing thereon was given
by publication in the Statesman Journal, a newspaper of general circulation within the City of Salem, for two
consecutive weeks prior to the date of the hearing, March 22, 2004, and by posting notice at or near each
end of the area to be vacated not less than fourteen days prior to the hearing nor more than five days after
the first date of publication. The notices described the area to be vacated, and set forth the date the Petition
was filed, the name of the Petitioner, and the right of any interested person to submit objections to the
proposed vacation with the City of Salem, in writing, prior to the date of the hearing.

(d) Hearing upon the city-initiated vacation was held on March 22, 2004, at which time the
council received evidence and testimony, and all interested persons were afforded the opportunity to testify
in favor of or in opposition to the proposed vacation, and, upon consideration of such evidence and
testimony the council further finds as follows:

(1) Saddle Club Street SE is designated as a local street in the Salem Transportation System Plan
which requires a 60 foot right-of-way.

(2) This portion of Saddle Club Street SE has a dedicated 90 foot right-of-way. The proposed
 vacation would reduce the right-of-way to 60 feet. If granted, the functionality of Saddle Club Street SE will
 ORDINANCE - Page 1

After recording return to: City Recorder 555 Liberty, Rm. 205 Salem, OR 97301 not be affected by this vacation.

(3) The proposed vacation will in no way impair safe and convenient pedestrian, bicycle and
vehicular circulation, and complies with the "Transportation Planning Rule," OAR 660-12-45 (3). All
public access will be maintained within the remaining right-of-way of Saddle Club Street SE.

5 (4) The Property is unimproved right-of-way. The improved section of Saddle Club Street SE
6 will remain within the right-of-way.

7 (5) All utilities have been notified of these proceedings, and public utilities easements will need
8 to be reserved.

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(6) The proposed vacation complies with the City of Salem Comprehensive Plan.

10 (7) The right-of-way proposed to be vacated is not needed for future roadway purposes, and
11 public interest will not be prejudiced if the area is vacated.

12 (8) The real properties abutting upon the area to be vacated receive a special benefit thereby in 13 the amount of \$20,240.00. Petitioners have requested a waiver of the special benefit fee, and submit that 14 the waiver of the fee will assist in providing affordable housing for low-income persons working the 15 agricultural industry, since the Property will be used as part of an affordable housing program for low-16 income farmworkers. The Council finds that the waiver of the special benefit fee in this instance would 17 fulfill the public purpose of providing affordable housing for residents of the City of Salem.

18 Section 2. VACATION. That portion of right-of-way located on SADDLE CLUB STREET SE
 19 (NORTH SIDE), EAST OF LANCASTER DRIVE SE and more particularly described as follows, is hereby
 20 vacated, subject to the conditions set forth in this ordinance:

A parcel of land situated in the Southeast quarter of Section 6, Township 8 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, being more particularly described as follows:

Commencing at the most Northerly Northeast corner of the Thomas Stanley Donation Land Claim No. 46, said Township and Range; thence South 49 26' 32" West, 2519.28 feet (record South 47 30' West, 38.15 chains) to the Southeast corner of that tract of land as described in Reel 10051055, Page 241, Marion County Records for the True Point of Beginning; thence along the Southerly extension of the East line of said tract of land, South 40 22' 42" East, 15.00 feet; thence 15.00 feet Southerly of and parallel to the South line of said tract of land, South 49 26' 32" West, 523.11 feet to appoint of curve; thence along the arc of a 25.00 foot radius curve to the right (the long chord bears South 82 39' 11" West, 27.39 feet) a distance of 28.98 feet to intersect the Easterly right of way line of Lancaster Drive (Market Road 27)

28 ORDINANCE - Page 2

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•	1	at a point which is on the Southerly line of that tract of land as described in said Reel 1055, Page 241; thence along the said Southerly line, North 49 26' 32" east 546.07 feet to the True
	3	Point of Beginning Containing 8,096 square feet more or less. Section 3. CONDITIONS. The vacation is subject to the condition that Petitioners provide a public
	4	utility easement, at no cost, to Qwest Corporation for the installation, maintenance, repair and replacement
	5	of Qwest's telecommunications facilities.
	6	Section 4. ASSESSMENT OF SPECIAL BENEFIT. No special benefit shall be assessed upon and
	7	against the land abutting upon the area vacated herein.
	8	<u>Section 5.</u> EFFECTIVE DATE. This vacation shall not be effective until the city recorder has
	9	satisfied all requirements of SRC 76.144, and a certified copy of this ordinance vacating the property is
	10	recorded by the city recorder with the county clerk, assessor and surveyor, and any required easements have
	10	
	11	been provided. The city recorder shall provide copies to the Marion County Assessor, the Marion County Surveyor and each affected public utility.
	12	PASSED by the council this 44^{-1} day of 430^{-1} , 2004.
	13	ATTEST: $ATTEST:$
	14	ATTEST.
	15	DEPUTY City Recorder
	10	Approved by City Attorney:
	18	Checked By: T. Klocke (set)
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	20	G:\Group\LEGAL1\Council\052404 Saddle Club vacation ord.wpd
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\sim	27	Certified to be a true and correct copy of the original
	28	ORDINANCE - Page 3 ORDINANCE - Page 3 City Recorder City of Salem, Oregon



Petition Initiated Vacation of A Portion of Saddle Club Street SE (North Side), East of Lancaster Drive SE

NTS
FOR PLANNING COMMISSION MEETING OF: AGENDA ITEM NO.: PUBLIC WORKS FILE NO.:

March 2, 2004	
2.2	
023988	

SUBJECT:	PETITION INITIATED VACATION - OF A PORTION OF SADDLE CLUB STREET SE (NORTH SIDE), EAST OF LANCASTER DRIVE SE
FROM:	MARK BECKTEL, AICP, TRANSPORTATION SERVICES MANAGER
THRU:	DAVID J. PRATT, URBAN PLANNING ADMINISTRATOR COMMUNITY DEVELOPMENT DEPARTMENT
TO:	SALEM PLANNING COMMISSION

ISSUE:

Shall the Salem Planning Commission recommend to City Council that a portion of Saddle Club Street SE (north side), east of Lancaster Drive SE (see attached drawing and legal description) be vacated?

<u>RECOMMENDATION</u>:

Staff recommends the Salem Planning Commission advise City Council to approve the request by Colonia Libertad Limited Partnership, to vacate a portion of Saddle Club Street SE (north side), east of Lancaster Drive SE, subject to the following conditions:

1. Payment of an assessment of special benefit on the real property abutting the vacated area.

2. Easements be granted by the petitioners to protect Qwest Corporation facilities.

BACKGROUND:

On December 1, 2003, Craig A Clarambeau submitted, on behalf of Colonia Libertad Limited Partnership, a petition initiating the vacation of a portion of Saddle Club Street SE (north side), east of Lancaster Drive SE. This area is surrounded by IG (General Industrial) to the west, IC (Industrial Commercial) to the south, and RM2 (Residential Multifamily 2) and RA (Residential Agriculture to the north and east. The right-of-way will be used in a manner allowed by the zoning of the adjacent parcel.

FACTS AND FINDINGS:

Saddle Club Street SE has a 28-foot improvement within a 90-foot right-of-way.

Petition-Initiated Vacation - A Portion of Saddle Club Street SE (North Side), East of Lancaster Drive SE Council Meeting of March 2, 2004 Page 2

All utilities have been notified of these proceedings. Qwest Corporation has requested that their facilities within the right-of-way be protected by easements. The City has no facilities within this portion of right-of-way.

TRANSPORTATION SYSTEM PLAN - STREET SYSTEM ELEMENT

The Salem street system represents the community's single largest investment in public infrastructure. The system consists of highways, arterial, collector, and local streets. The public street is a conduit for different travel modes, containing facilities for vehicle, bicycle, transit, and pedestrian travel. Achieving mobility requires fully utilizing our community's street system. Planning for our street system begins with a set of goals, objectives, and policies that will guide its design.

GOAL: Provide a comprehensive system of streets and highways that serves the mobility and multimodal travel needs of the Salem Urban Area.

OBJECTIVE NO. 2

Design City streets in a manner that maximizes the utility of public rights-of way, is appropriate to their functional role, and provides for multiple travel modes, while minimizing their impact on the character and liveability of surrounding neighborhoods and business districts.

Policy 2.10 Criteria for Evaluating Proposed Vacation of Rights-of-way Right-of-way vacations may be initiated by the City Council or by private citizen petition. Vacation of public rights-of-way in the city of Salem are governed by State law (ORS Chapter 271) and SRC 76.130 to 76.144. The City shall use the following evaluation criteria in its consideration of a proposed right-of-way vacation:

a. Is the right-of-way proposed for vacation actively used for transportation purposes? Many public rights-of-way, while platted, are either not open or not actively used by the public. Actively used rights-of-way may be considered for vacation conditioned upon the provision of nearby facilities for the existing users and if there is not a significant degradation in transportation services and accessibility in the surrounding neighborhood.

Saddle Club Street SE is designated as a local street in the Salem Transportation System Plan which requires a 60-foot right-of-way, 30 feet each side of centerline. This portion of Saddle Club Street SE has a dedication of 90-foot right-of-way, 30 feet more than needed. This vacation is attempting to reduce the right-of-way dedication from centerline to City Petition-Initiated Vacation - A Portion of Saddle Club Street SE (North Side), East of Lancaster Drive SE Council Meeting of March 2, 2004 Page 3

standards of 30 feet, for a total width of 60 feet. Functionality of Saddle Club Street SE will not be affected by this vacation.

b. Does the proposed vacation restrict the City's compliance with the State Transportation?

Planning Rule (TPR) and the Salem Transportation System Plan's policies on transportation system connectivity? A proposed vacation should not limit, nor make more difficult, safe and convenient pedestrian and bicycle access to community activity centers such as schools, parks, shopping, and transit stops. Additionally, local street connectivity, traffic circulation, emergency vehicle access, and accessibility to transit service should be maintained within and between neighborhoods.

This vacation adheres to all aspects of the Transportation Planning Rule; all public access will be maintained within the remaining right-of-way.

c. Is the right-of-way proposed for vacation improved or unimproved to urban standards? While right-of-way in either condition may be vacated, an improved right-of-way is an indication of use and should be more closely scrutinized before recommended for vacation.

This portion of Saddle Club Street SE is unimproved. The improved section will remain with in right-of-way.

d. Is the right-of-way proposed for vacation part of or near a planned transportation improvement? Rights-of-way that have the potential to be used for a future transportation project should not be vacated.

Saddle Club Street SE is below City standards for improvements. However the remaining right-of-way will be wide enough for improvements to Saddle Club Street SE. Any improvements on Saddle Club Street SE will most likely be built by adjacent development.

e. Does the vacation of the right-of-way satisfy a compelling public need? Issues that address health and safety concerns may outweigh the transportation criteria listed above and should be given proper consideration.

This vacation in no way impedes any compelling public need, it does however bring this portion to be vacated back on the tax roles and allows the property to develop.

Petition-Initiated Vacation - A Portion of Saddle Club Street SE (North Side), East of Lancaster Drive SE Council Meeting of March 2, 2004 Page 4

SPECIAL BENEFITS:

Benefits are considered "special" if they add anything to the convenience, accessibility, and use of the property, as distinguished from benefits arising incidentally out of the improvement and enjoyed by the public generally.

The right-of-way proposed for vacation contains approximately 8,096 square feet. The vacation of the subject right-of-way will allow for additional development of the adjacent property. The Real Estate Division of the Department of Community Development will estimate the value of the right-of-way. A payment of an assessment of special benefit on the real property abutting the vacated area will be requested.

TK:SADDLE CLUB VACATION PLANNING Attachment: A) Map B) Legal Descriptions

Ward 2 February 23, 2004

Prepared by: Todd Klocke, Senior Traffic Technician

ATTACHMENT A

NTS



Petition Initiated Vacation of A Portion of Saddle Club Street SE (North Side), East of Lancaster Drive SE

LEGAL DESCRIPTION

A parcel of land situated in the Southeast quarter of Section 6, Township 8 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, being more particularly described as follows:

Commencing at the most Northerly Northeast corner of the Thomas Stanley Donation Land Claim No. 46, said Township and Range; thence South 49 26' 32" West, 2519.28 feet (record South 47 30' West, 38.15 chains) to the Southeast corner of that tract of land as described in Reel 1005, Page 241, Marion County Records for the True Point of Beginning; thence along the Southerly extension of the East line of said tract of land, South 40 22' 42" East, 15.00 feet; thence 15.00 feet Southerly of and parallel to the South line of said tract of land, South 49 26' 32" West, 523.11 feet to appoint of curve; thence along the arc of a 25.00 foot radius curve to the right (the long chord bears South 82 39' 11" West, 27.39 feet) a distance of 28.98 feet to intersect the Easterly right of way line of Lancaster Drive (Market Road 27) at a point which is on the Southerly line of that tract of land as described in said Reel 1055, Page 241; thence along the said Southerly line, North 49 26' 32" east 546.07 feet to the True Point of Beginning Containing 8,096 square feet more or less.

(Portion of Saddle Club Road to be vacated by the City of Salem)

Checked by:





Roune, and Ry s.b. 07/2012004

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STREET IMPROVEMENT DEFERRAL AGREEMENT (SRC 77.150)

Marsha Kay

Agreement is between the City of Salem, Oregon, an Oregon municipal corporation ("City"), and Colonia Libertad Limited Partnership, an Oregon Limited Partnership ("Owner");

RECITALS;

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- Owner desires a building permit to construct Colonia Liberted Apartments at 2910 Saddle Club Street SE.
- 2. As a condition of issuance of a building permit, Owner is required to construct linking and boundary facility improvements as identified in the Preliminary Declaration for Urban Growth Area Development Permit No. 03-4: and
- 3. Owner has requested and City has allowed the deferral of these improvements under 77,150(d) until June 1, 2005, or occupancy, whichever occurs first.
- The approximately 2,000 LF of 10-inch water in Lancaster Drive SE and Saddle 4, Club Street SE is a qualified public improvement and eligible for SDC credits under SRC 41.160.

NOW THEREFORE, Owner, owning the Property shown on Altachment "A" location map and described as follows:

A percel of land situated in the Southwast Quarter of Section 6, Township 8 South, Range 2 West of the Willemette Mandian, Marion County, Oregon, being more particularly described as follows: Commancing at the most northerly northeast corner of the Thomas Stanley Donation Land Claim No. 46, said Township and Range; thance South 49* 28' 32" West, 2519.28 feet (record South 47* 30' West, 38, 15 chaine) to the southeast corner of that tract of land as described in Reel 1055, Page 241, Marion County Records for the True Point of Beginning; thence South 40* 22' 42" East, 15.00 feet; thence South 49" 26' 32" West, 523,11 feet to a point of curve; thence along the arc of a 25.00 foot radius curve to the right (the long chord bears South 85* 49' 40" West, 31.73 feet) a distance of 34,37 feet to a point of compound curve; thence along the arc of a \$51.97 foot radius curve to the right (the long chord) bears North 51° 27' 35" West, 4.00 feet) a distance of 4.00 feet; thence North 32° 43' 51" West, 219.57 feet to intersect the northerly line of thet tract of land described in Reel 1055. Page 241, Marion County Records; thence along the said northerly line, North 49° 23' 32" East, 519.25 feet to the northeasterly corner thereof; thence along the easterly line of said parcel, South 40" 22' 42" East, 227.05 feet to the True Point of Beginning. Containing 2.97 acres more or less:

does hereby agree to be responsible for the cost of constructing the improvements in accordance with the following conditions:

- 5. Owner shall cause Owner's angineer to provide construction plans for the Improvements acceptable to the City.
- Owner shall complete or cause to be completed the improvements by June 1, 6. 2005, or occupancy, whichaver occurs first, as detailed on the approved construction plans (Permit File No. 703802) and according to the specifications. and standards on file in the Office of the City of Selem, Public Works Director.

IMPROVEMENT AGREEMENT-Page 1 CAGROUPICE ERICAL VILLANOVE AMEND ACREMENTER 708402 ME - JULY 12, 2004 07/2 JUL. 21. 2004 F. 2:01PM TICOR TITLE COMMERCIALLE

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7. Owner shall cause Owner's engineer to provide all surveying services necessary to stake the project prior to and during construction and to prepare and furnish acceptable as-built drawings to the City when the project is complete, all in conformance with City Standards.

- 8. Owner shall apply and pay all required fees for a permit pursuant to SRC 77.110 to construct the improvements and complete the improvements by the date ant forth in this Agreement.
- 9. Should it be determined, during preparation of plans or during construction, that easements are necessary to construct any of the improvements, the Owner shall cause the City to be furnished said essentiants, at Owner's expense within the time covered under this agreement.
- The owner has further provided the following performance guarantee to assure performance of these conditions:

A construction and maintenance bond from a surety company licensed to do business in the state of Oragon, in the emount of \$252,677.00, which is equal to 100 percent of the value of satisfying the above conditions.

Should all conditions of this agreement not be completed within the time frame specified, the City, in its sole discretion, may call upon the performance guarantee for funds necessary to complete the improvements with funds collected under the performance guarantee. If the funds collected under the performance guarantee are insufficient to complete the conditions, the City may either hold the collected funds until additional funds are authorized to complete the improvements or expend the collected funds to complete revised improvements or on a perion of the improvements as determined reasonable by the Pütific Works Director.

- 11. Owner shall, after satisfactorily completing the above conditions, submit a maintanance bond or other written evidence in a form approved by the City Attorney and Public Works Director, guaranteeing the completed project construction for a period of one year. The bond or other written evidence shall be valued at a minimum amount of 40% of the estimated construction cost.
- 12. The parties hereto agree that should any suit or action be filed to enforce the terms of this Agreement or for the breach thereof, the losing party agrees to pay the prevailing party's reasonable stiomay fess in an amount to be set by the court, including costs, disburgements and any such attorney fees, cost, or disburgements associated with any eppen therefrom.
- 13. In the event owner includes more than one person or entity, all such persons or entities shall be jointly and asversity, lisble for ell conditions herein.
- 14. To the extent allowed by (aw, this agreement shall run with the land described berein and owner's obligations shall be binding upon owner's helrs, successors and assigns.

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July 14, 2004, 09:09 am.

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CONTROL #: 118476

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: \$ 51.00

PHIL MILES CHIEF DEPUTY CO. CLERK

THIS IS NOT AN INVOICE.

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