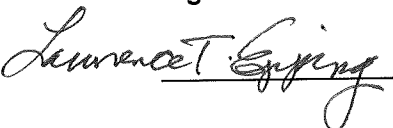


CITY OF SALEM - PERMIT APPLICATION CENTER
555 LIBERTY STREET SE
ROOM 320
SALEM, OR 97301
503-588-6256

LAND USE APPLICATION

Project Address/ Legal Description 4400 - 5200 Blocks Kale Street NE	Assessors Parcel # 62W32C TL 200 800 900 1000 62W32D TL 701, 1100	Total Acres/Sq. Ft. 148.74 acres
Applicant Name Granada Land Co.	Home/Bus. Phone # (503) 588-1900	Cell Phone # FAX Phone # (503) 588-1903
Applicant Address 2485 Lancaster Drive NE	City Salem	State & ZIP OR 97305
Representative's Name Mark Grenz, P.E., IC.	Home/Bus. Phone # (503) 363-9227	Cell Phone # FAX Phone # (503) 364-1260
Representative's Address Multi/Tech Engineering 1155 13 th Street SE	City Salem	State & ZIP OR, 97302
Existing Use of Subject Property Vacant Land.	Comp. Plan designation SFR MFR	Curent Zoning RS, RM1 and RM2
Proposed Use or Type of Development of Subject Property UGA Application.		

Authorization By Property Owners (To Be Completed By The Applicant)
(NOT REQUIRED FOR URBAN SERVICE AREA AMENDMENT)
Property owners and contract purchasers are required to authorize the filing of this application and must sign below. All signatures represent that they have full legal capacity to and do hereby authorize filing of this application and certify that the information and exhibits herewith submitted are true and correct.

Signature	Name (Print or Type)	Address	City, State & ZIP
	Lawrence T. Epping	2485 Lancaster Dr NE	Salem, OR 97305
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12-05-06

FOR STAFF USE ONLY		
Received By: AD	Date: 12/27/06	Receipt #: 06-120973

Case Information Sheet

Site Address:

4400-5200 BLOCKS OF KALE ROAD NE

Type of Application:

UGA PERMIT

Data Management App. No.:

36056

Neighborhood Association:

NORTHGATE

Ward No.:

5; RICK STUCKY

Zone: RS, RM1, RM2

SACP: SFR, MFR

Applicant: Granada Land Company; Larry Epping
2485 Lancaster Drive NE
Salem, OR 97305
(503) 588-1900
FAX (503) 588-1903

Owner: Same.

Contact: Mark Grenz; Multi-Tech
1155 13th ST SE
Salem, OR 97302
(503) 363-9227
FAX (503) 364-1260

UGA 07-1

Assessor's tax map:

062W32C	200, 800, 900, 700, 1000
062W32D	701, 1100

Special Instructions:

rep 1-19-07

Previous Land Use Actions:

CPC/ZC 05-12

2-13-07

Receipt No.:

06-120973-GP

M E M O R A N D U M

To: Judy Copeland

From: Garrett Stephenson

Date: January 4, 2007

Subj: UGA Development Permit

Will you please set up the file for the following UGA Permit? The description is as follows:

“A UGA Development Permit for a multi-family and single-family subdivision located at the 4400-5200 blocks of Kale Road NE (Marion County Assessor’s Map 062W32C, taxlots 200, 800, 900, 700, and 1000 and 062W32D, taxlots 701 and 1100), and currently zoned IP (Industrial Park) and IBC (Industrial Business Campus) (Salem Area Comprehensive Plan Designation “Industrial”).”

This property is currently undergoing a Comprehensive Plan/Zone Change to RS, RM1, and RM2.

Comp. Plan Designation: “Industrial”

Zone: “IP and IBC”

Many thanks!!!

G:\Group\CD\PLANNING\Garrett\Case Info Sheets\Kale Road UGA Permit.wpd

UGA 07-1

MARK GRENZ
LYNNETTE MARTINO
1155 13TH ST. SE
SALEM, OR 97302

GRANADA LAND COMPANY
LARRY EPPING
2485 LANCASTER DRIVE NE
SALEM, OR 97305

KATE TARTER, CHAIR
NORTHGATE
3217 NORTHGATE AVE NE
SALEM, OR 97303

BIRDSONG, LAND USE CHAIR
NORTHGATE
3491 WILLIAMS AVENUE NE
SALEM, OR 97303

ANNIE BATTEÉ
NORTHGATE COUNSELOR
DEPARTMENT OF COMMUNITY SERVICES

JOHN HOFFMEISTER
NORTHGATE LIAISON
POLICE

JOHN FALK, CHAIR
CLAGGETT CREEK WATERSHED COUNCIL
PO Box 18274
SALEM, OR 97305

Sequence #: 06-120973-GP
Payment #: 9959753
Date: Dec 27, 2006
Check #: 4702

GENERAL PAYMENTS

RECEIPT

Customer

TRAN CO
2485 LANCASTER DR NE
SALEM, OR 97305

Payment For Address:

Description	Billed Fees	Previously Paid	Today's Payment	Balance Due
Processing Fee - B	\$12.50			
Urban Growth Area Development Permit	\$3,300.00			
Urban Growth Area Development Permit	720 \$237.00			
Mod. of App. Requiring Renotice	\$0.00			
Automation Fee	\$2.50			
Total for Bill # 537866:	\$4,052.00	\$0.00	\$4,052.00	\$0.00
<i>OK</i>				
RECEIPT TOTAL:	\$4,052.00	\$0.00	\$4,052.00	\$0.00

Property owner
17.00
7

AD

148.71
- 5
144 x 5 = 720

Total Paid: \$4,052.00

TRANSMITTAL NOTICE

DATE: December 6, 2006
JOB No.: 4519
PROJECT: Kale Road Property

TO: PAC Planning Section
Room 320
City of Salem

ATTN: Associate Planner



We submit the following:

- ☒ ENCLOSED
- ☐ CHECKS INCLUDED
- ☐ PER REQUEST
- ☐ DRAWINGS
- ☐ DOCUMENTS
- ☐ REVISED
- ☐ FOR APPROVAL
- ☐ FOR YOUR USE
- ☐ FOR FINAL DIST.
- ☐ FOR VERIFICATION
- ☐ TO REV. & RETURN
- ☐ FOR SIGNATURE

DRAWING NUMBER	COPIES	DESCRIPTION

Remarks: Enclosed is the Urban Growth Area Development application for approximately 148 acres for the development of Northstar Village Subdivision on Kale Road NE. If you have any questions or need additional information, please call or e-mail me at your convenience.

From: Lynnette Martino, Senior Planner
Multi/Tech Engineering
503-363-9227
503-364-1260 (fax)
lcm@multitech.ws

Encl.

cc: File

05/22/2005 14:58 IFAX

+ Chad Cripe

040/085

REEL 1745 PAGE 547

THIRTY ONE TEN HOLDINGS, INC.
33-90178/C.A.W., Inc.

THIRTY ONE TEN HOLDINGS, INC.
PO BOX 2683
Salem, Oregon 97308
Granada Land Company
2685 Lancaster Dr. NE
Salem, Oregon 97308

After recording, return to Notary Public Chad Cripe
NAME AS CHARTER ABOVE

STATE OF OREGON,
County of _____) ss.

I certify that the within instrument was received for recording on _____ at _____ o'clock _____ M., and recorded in book/vol/volume No. _____ on page _____ and/or as first/last instrument/instrument/recordation No. _____, Records of this County.

Witness my hand and seal of County office.

By _____, Deputy.

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that _____
THIRTY ONE TEN HOLDINGS, INC.
hereinafter called grantor, for the consideration hereinafter stated, in grantor paid by _____
Granada Land Company
hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in _____ County, State of Oregon, described as follows, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof

To Have and to Hold the above grant and grantee's heirs, successors and assigns forever.
And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except (if no exception, so state) _____
See Exhibit "A" attached hereto and by reference made a part hereof.

and that grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whatsoever, except those claiming under the above described encumbrances.

The type and actual consideration paid for this transfer, stated in terms of dollars, is \$ _____ However, the actual consideration consists of or includes other property or value given or promised which is the whole ☐ part of the (indicate which) consideration. (If the answer between the whole or, if not applicable, should be deleted. See ORS 93.031.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument this _____ day of _____, 2001. If grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIRTY ONE TEN HOLDINGS, INC., an Oregon Corporation
by _____
Sandra Sue Kay, President

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR AFFIXING THIS INSTRUMENT, THE PERSON SIGNING MUST FIRST REVIEW THE PROPERTY WITH A COPY OF THE APPLICABLE LAND USE LAWS AND REGULATIONS TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS OR LAWS AGAINST FARMING OR RURAL PROTECTION AS DEFINED IN ORS 90.001.

STATE OF OREGON, County of _____) ss.
This instrument was acknowledged before me on _____
by _____
This instrument was acknowledged before me on _____
by _____
as _____
THIRTY ONE TEN HOLDINGS, INC., an Oregon Corporation



Notary Public for Oregon
My commission expires May 25, 2001

62W32D
1100
701

JAN 25 2001

05/22/2006 14:58 IFAX

+ Chad Cripe

041/085

EXHIBIT "A"

PARCEL I

Beginning at an iron pipe which is 1922.58 feet South 89° 06' West along the North line of the W. B. Stephens Donation Land Claim, Notification No. 236, Townships 6 and 7 South Range 2 West of the Willamette Meridian, and South 0° 00' East parallel with the East line of said Donation Land Claim; thence South from the Northeast corner of said Stephens Donation Land Claim; thence South 0° 06' East 1346.75 feet to an iron pipe on the South line of said Donation Land Claim; thence South 89° 30' West along the South line of said Donation Land Claim 640.86 feet to an iron pipe; thence North 0° 06' West 1342.00 feet to an iron pipe; thence North 89° 06' East 640.86 feet to an iron pipe at the place of beginning.

SAVE AND EXCEPT

Beginning at a point on the North line of the John Martin Donation Land Claim No. 71, marking the Southwest corner of Parcel 1 as described in deed recorded in Reel 339, Page 623, Deed Records which point bears South 89° 21' 20" West 819.00 feet from the Northeast corner of said Martin Claim and being situated in the Northeast Quarter of Section 5, Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon;
 thence South 89° 21' 20" West along the North line of said Martin Claim, said line also being the centerline of Kale Street N.E., a distance of 413.82 feet;
 thence North 00° 04' 53" West a distance of 30.00 feet;
 thence North 89° 21' 20" East parallel with the centerline of said Kale Street, a distance of 413.76 feet to a point on the East line of said Parcel 1;
 thence South 00° 11' 57" East 30.00 feet to the point of beginning.

TAX LOT NO. R22026

SUBJECT TO:

1. The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.

2. An easement created by instrument, including the terms and provisions thereof.

Dated: August 10, 1984
 Recorded: August 30, 1984 in Volume 466, Page 727,
 Microfilm Records, Marion County, Oregon
 In favor of: United States of America
 For: electric power transmission lines and appurtenances

JAN 25 2011

05/22/2005 14:58 IFAX

→ Chad Cripe

042/085

EXHIBIT "A" (continued)

PARCEL II

Beginning at a point on the North boundary line of the W. A. Stephens Donation Land Claim No. 48 marking the Northeast corner of Parcel I as described in Deed recorded in Real 339, Page 523, Deed Records which point bears South 89° 09' 46" West 1281.72 feet from the Northeast corner of said Stephens Claim and being situated in the Southeast quarter of Section 33, Township 6 South, Range 2 West, Willamette Meridian in Marion County, Oregon; thence South 65° 11' 57" East along the East line of said parcel I, a distance of 1145.75 feet to an iron rod marking the true point of beginning; thence South 85° 11' 57" East along the East line of said Parcel I, a distance of 1154.61 feet to a point on the West line of the John Harris Donation Land Claim No. 71, said point also being in the center of Main Street NW; thence South 49° 21' 20" West along said Claim line, a distance of 610.44 feet to the Southwest corner of said Parcel I; thence North 00° 11' 57" West along the West line of said parcel a distance of 1352.45 feet to an iron rod; thence North 89° 09' 46" East parallel with the North line of said Stephens Claim, a distance of 640.86 feet to the true point of beginning.

SUBJECT TO:

1. Taxes for the fiscal year 2000-2001, a lien in an amount to be determined, but not yet payable.
2. The assessment and tax rolls disclose that the premises herein described have been specifically assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for previous years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given.
3. The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.
4. An easement created by instrument, including the terms and provisions thereof,
 Dated: March 27, 1952
 Recorded: April 1, 1952, in Volume 438, Page 325,
 Deed Records, Marion County, Oregon
 In favor of: Portland General Electric Company
 For: Electrical lines, telephone lines
 Affects: Exact location not disclosed
5. An easement created by instrument, including the terms and provisions thereof,
 Dated: June 30, 1954
 Recorded: July 13, 1954, in Real 465, Page 129,
 Deed Records, Marion County, Oregon
 In favor of: United States of America
 For: Electric power and transmission lines

TAX LOT NO. R327249

JAN 25 2001

05/22/2005 14:58 IFAX

* Chad Cripe

043/085

REEL:1745

PAGE: 547

January 25, 2001, 10:57 am.

CONTROL #: 25766

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: \$ 36.00

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.

JAN 25 2001

Requested By: elq 0310112005

FORM No. 7464 - DEED - PERSONAL REPRESENTATIVE (Individual or Corporation)

COPYRIGHT 1993

REEL
1468PAGE
421

NA

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE Made this 17th day of February, 1998, by and between Neltje Anne Desantis, the duly appointed, qualified and acting personal representative of the estate of Neltje F. Saucy, deceased, hereinafter called the first party, and Granada Land Co., a SO-partnership of Lawrence L. Epping and Jeanette L. Epping hereinafter called the second party; WITNESSETH:

For value received and the consideration hereinafter stated, the receipt whereof hereby is acknowledged, the first party has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the second party and second party's heirs, successors-in-interest and assigns all the estate, right and interest of the deceased at the time of decedent's death, and all the right, title and interest that the estate of the deceased by operation of the law or otherwise may have thereafter acquired in that certain real property situated in the County of Marion, State of Oregon, described as follows, to-wit:

Beginning at the Northeast corner of a tract of land sold to Fred Collins by deed recorded in Volume 42, Page 476, Marion County Deed Records; which is also on the division line passing through the Donation Land claim of William S. Stephens and wife, a distance of 20 chains North from the South line of said Donation Land Claim; thence northerly along said division line .60 chains; thence West at right angles to said division line 7.50 chains; thence southerly parallel to said division line .60 chains to the Northwest corner of said Collins property; thence easterly along the North line of said Collins property 7.50 chains to the point of beginning.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

TO HAVE AND TO HOLD the same unto the second party, and second party's heirs, successors-in-interest and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ to clear title. However, the actual consideration consists of or includes other property or value given or promised which is ^{part of the} ~~the~~ whole consideration (indicate which).^②

IN WITNESS WHEREOF, the first party has executed this instrument; if first party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

NOTE—The sentence between the symbols ②, if not applicable, should be deleted. See ORS 93.030.

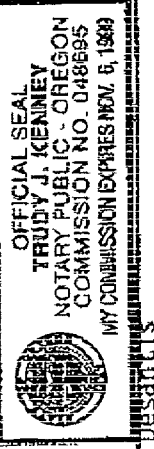
STATE OF OREGON, County of Marion ss.This instrument was acknowledged before me on March 6, 1998,by Neltje Anne Desantisby This instrument was acknowledged before me on, 1998,

as

of

of the Estate of Deceased.NELTJE ANNE DESANTIS

Personal Representative

Trudy J. Kenney
Notary Public for OregonMy commission expires 11/6/99

DESANTIS

STATE OF OREGON,

County of _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at

_____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____,

Record of Deeds of said County.

Witness my hand and seal of County attired.

SPACE RESERVED FOR RECORDING USE

Grantor's Name and Address

Granada Land

Grantor's Name and Address

After recording return to (Name, Address, Zip):

Granada Land Co.2485 Lancaster Drive N.E.UNITED STATES AND ITS TERRITORIES TO (Name, Address, Zip):

same as above

NAME

TITLE

REEL:1468 PAGE: 421

March 09, 1998 , 03:59P

CONTROL #: 1468421

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: \$35.00

ALAN H DAVIDSON
COUNTY CLERK

REEL PAGE
1363 610

After recording return to:

GRANADA LAND CO.
2485 LANCASTER DR NE
SALEM, OR 97305

TITLE ORDER NO. 18-57351
KEY ESCROW NO: 02-48281

Until a change is requested tax statements
shall be sent to the following address:
SAME AS ABOVE

TAX ACCT. NO: 50429-000
MAP NO:

WARRANTY DEED -- STATUTORY FORM
(INDIVIDUAL or CORPORATION)

ERNEST L. ZIELINSKI and LOLA R. ZIELINSKI, Grantor,

conveys and warrants to:

GRANADA LAND CO., Grantee,

the following described real property free of encumbrances except as
specifically set forth herein:
SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

SUBJECT TO:

1. The rights of the public in and to that portion of the premises herein
described lying within the limits of roads, streets and highways.

2. An easement created by instrument, including the terms and provisions
thereof,

Dated: June 30, 1954
Recorded: July 19, 1954m in Volume 465, Page 357,
Deed Records, Marion County, Oregon
In favor of: The United States of America
For: Transmission Line

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT
IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR
ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING THE TITLE TO THE PROPERTY
SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY
APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST
PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is \$775,000.00 (which is paid to
an accommodator as part of an IRC 1031 exchange). However, if the actual
consideration consists of or includes other property or other value given or
promised, such other property or value was part of the/the whole of the
(indicate which) consideration. If the grantor is a corporation, this has been
signed by authority of the Board of Directors.

Dated this 2 day of Jan, 1997.

GRANTOR(S):

Ernest L. Zielinski
ERNEST L. ZIELINSKI

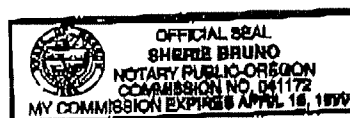
Lola R. Zielinski
LOLA R. ZIELINSKI

STATE OF OREGON, County of Marion) ss.

This instrument was acknowledged before me on January 2, 1997,
by ERNEST L. ZIELINSKI and LOLA R. ZIELINSKI

Sherie Bruno
Notary Public for Oregon

My commission expires: _____



62w32c
200

EXHIBIT "A"

200
Commencing at a point in the North line of the William B. Stephens and Innocent M. Stephens Donation Land Claim, Notification No. 236, in Townships 6 and 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, said point being 48.55 chains West from the Northeast corner of said Donation Land Claim; and running thence South, 41.22 chains to the South line of said Claim; thence West on said South line, 9.71 chains; thence North, 41.22 chains to the North line of said Claim; thence East on said North line, 9.71 chains to the place of beginning, all in Marion County, Oregon.

Generated By: 12/05/2006

REEL:1363 PAGE: 610

January 02, 1997 , 04:09P

CONTROL #: 1363610

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: \$40.00

ALAN H DAVIDSON
COUNTY CLERK

05/22/2005 14:58 IFAX

* Chad Gripe

074/085

WARRANTY DEED
(Statutory Form)REEL PAGE
1549 482

GRANTOR: LAWRENCE T. EPPING

CONVEYS AND WARRANTS TO

GRANTEE: GRANADA LAND CO.

the following described real property free of encumbrances except as specifically set forth herein:

Beginning at a point on the South line of the Donation Land Claim or N.E. Stephens and wife in Township 6 and 7 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, said beginning point being 67.18 chains West of the Southeast corner of said Claim, and being also 9.77 chains East of the Southwest corner of the east half of said Claim, as the same was established by the County Surveyor as shown of record in Book 3, Page 265, in the Record of Surveys for Marion County, Oregon; and running thence North 20.44 chains, thence East 8.71 chains to the West line of the 40 acre tract of land deeded to George Zielinski by Pickens and wife July 29, 1882, by a deed recorded in Volume 26, Page 381, Records of Deeds for Marion County, Oregon; thence South 20.44 chains to the South line of said Claim; thence West 8.79 chains to the place of beginning.

Save and except all that portion of the above described property conveyed to the City of Salem by deed recorded May 16, 1997 in Reel 1393, Page 554, Microfilm Records, Marion County, Oregon.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true and actual consideration for this transfer stated in terms of dollars is \$ -0-. However, if the actual consideration consists of or includes other property or other value given or promised, such other property or value was provided for the whole of the (indicate which) consideration.

If grantor is a corporation, this has been signed by authority of the Board of Directors.

GRANTOR: BY Lawrence T. Epping
Lawrence T. Epping

DATED: DECEMBER 10, 1998

Until a change is requested, all tax statements shall be sent to the following address: 2485 LANCASTER DRIVE N.E.
SALEM, OREGON 97305

STATE OF OREGON, County of <u>MARION</u> Date: <u>DECEMBER 10</u> , 1998 Personally appeared the above named <u>LAWRENCE T. EPPING</u> and acknowledged the foregoing instrument to be HIS voluntary act and deed. Before me:	STATE OF OREGON, County of _____ Date: _____ Personally appeared _____, who being sworn, stated that he/she is the _____ of grantor corporation and that this instrument was voluntarily signed and acknowledged on behalf of the corporation. Before Me:
<u>Diane G. Munn</u> NOTARY PUBLIC FOR OREGON MY COMMISSION EXPIRES: <u>4-16-2000</u>	NOTARY PUBLIC FOR OREGON MY COMMISSION EXPIRES: _____

(DON'T USE THIS SPACE
RESERVED FOR RECORDING
LABEL IN COUNTIES WHERE USED.)



AFTER RECORDING RETURN TO:

GRANADA LAND CO.
2485 LANCASTER DRIVE N.E.
SALEM, OREGON 97305

05/22/2005 14:58 IFAX

+ Chad Cripe

075/085

EEL:1549 PAGE: 482

December 11, 1998 , 04:37P

CONTROL #: 1549482

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: \$35.00

ALAN H DAVIDSON
COUNTY CLERK

DEC 11 1998

Requested By: elq 031012005

ENCLOSURE (H 7/92)

Fidelity National Title Company of Oregon

REEL 1362 PAGE 226

STATUTORY WARRANTY DEED
(Individual or Corporate)

THE HEIRS AND DEVISEES OF THE NELTJE E. SAUCY, deceased
by Neltje Anne Desantis, Personal Representative

grantor, conveys and warrants to

Granada Land Co., a co-partnership of Lawrence T. Epping and Jeanette Epping
grantee, the following described real property, free and clear of encumbrances except as specifically set forth herein, situated
in the county of Marion, State of Oregon, to wit:

See Attached exhibit "A"

*to assume and pay; Rights of the public and governmental agencies in and to any portion of the land included within the boundaries of streets, roads and highways; Easement for transmission lines recorded 9/22/54 Book:467 Page:563; Easement for pipeline recorded 1/4/88 Reel:595 Pg:16; Easement for power line recorded 6/22/94 Reel: 1174 Page: 204.

Subject to and excepting: the premises herein described have been classified for Farm Use Land; in the event of disqualification, said premises may be subject to additional taxes which the buyer herein agrees to assume and pay; City lien for Street Impr. Assessment for Ordinance 40-95 recorded 5/23/95 which grantee herein agrees to assume and pay; City lien for sewer system for Ordinance No. 41-95 recorded 5/23/95 which grantee herein agrees*

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$1,000,000.00
as paid by an accommodator pursuant to an IRC Section 1031 exchange

(See ORS 93.030)

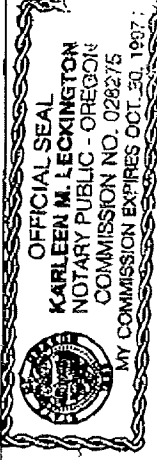
Dated this 23 day of December, 1996

Neltje Anne Desantis, Personal representative

STATE OF OREGON, County of Marion

This instrument was acknowledged before me on 23 December, 1996
by Neltje Anne Desantis, Personal representative

This instrument was acknowledged before me on
by
as
of



GRANTOR'S NAME

Neltje Anne Desantis

GRANTEE'S NAME

Granada Land Co., a co-partnership

Until further notice send future tax statements to:

Granada Land Co., a co-partnership
2485 Lancaster Dr. NE
Salem, Or 97305

AFTER RECORDING RETURN TO:

Same as Above

Space reserved for
recorder's use

Page No. 6

Order No. 651786-SSS-KML

EXHIBIT A

Commencing at the Southeast corner of the land claim of Mrs. Lydia A. Kelley, the same being deeded by J.O. Jemison and being a part of the Donation Land Claim of W.B. Stephens and wife, certificate no. 2063, Notification No. 236, situated in Township 6 and 7 South of Range 2 West of the Willamette Meridian in Marion County, and State of Oregon, thence North 20.00 chains, thence West 7.50 chains, thence South 20.00 chains, thence East 7.50 chains to the place of beginning. ALSO, beginning at a point on the South line of the Donation Land Claim of W.B. Stephens and wife, in Township 6 and 7 South, Range 2 West of the Willamette Meridian in Marion County, State of Oregon, said beginning point being 76.95 chains West of the Southeast corner of said claim and being also the West corner of the East one-half of said claim as the same was established by the county survey as shown of record in Book 3, at page 265 in the record of surveys for Marion County, Oregon, and running thence North along the East line of the land owned by Fred Collins 20.44 chains to a stone corner, thence East 9.77 chains, thence South 20.44 chains to the South line of the claim, thence West 9.77 chains to the place of beginning.

SAVE AND EXCEPT therefrom all that portion thereof conveyed to the City of Salem by deed recorded July 19, 1993 in Reel 1082, page 143, described as follows:

Beginning at a county monument marking the Northeast corner of the Alfred Stanton Donation Land Claim No. 49 in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, thence West along the North line of said claim, a distance of 628.39 feet to the Southwest corner of that tract of land conveyed to Pierre Saucy and Neltje Saucy by deed recorded in Volume 472, page 255, Records for Marion County, Oregon, thence North 0°29'30" West along the West line of said Saucy tract a distance of 30.00 feet, thence East parallel with said claim line, a distance of 628.48 feet, thence North 89°21'31" East parallel with the North line of the John Martin Donation Land Claim No. 71, a distance of 512 feet, more or less, to a point on the East line of said Saucy tract, thence South along the East line of said Saucy tract a distance of 30.00 feet to a point on the North line of said Martin Claim, thence South 89°21'31" West along said claim line, a distance of 512.19 feet to the point of beginning.

REEL:1362

PAGE: 226

December 26, 1996 , 04:20P

CONTROL #: 13622226

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: \$40.00

ALAN H DAVIDSON
COUNTY CLERK

ANNUAL MEETING OF THE PARTNERS

OF

GRANADA LAND CO.

Place: Office of Granada Land Co.
2485 Lancaster Drive N.E.
Salem, Oregon 97305

Time: 1:00 p.m.

Date: 12/30/03

The Annual Meeting of partners of Granada Land Co. was called to order by Managing Partner Lawrence T. Epping. Both of the partners were present in person for the purpose of discussing the partnership's activities over the past year.

The minutes of the Annual Meeting of December 30, 2002 were read and approved as read.

Managing Partner Lawrence T. Epping then stated that the partnership again over the past year, had continued its philosophy of long-term investment in real estate that was suitable for investment-type, commercial, industrial and bare land residential uses, and that the partnership had accumulated a rather large inventory of such properties. He stated that as the partnership increases its activity of renting out office, commercial space and bare land, the partnership will be in a position to become closer to the rental market for commercial space and land, and thus have a good source of information for commercial rental needs. He further stated that this type of information could be helpful to the partnership in ground leasing real estate in an area where the need existed.

After discussion, it was unanimously resolved by the partners that the partnership would continue to concentrate its investment activities in properties with long term investment-type capabilities and to hold its real estate for the purpose of obtaining long-term appreciation in the value of such investment type properties.

The managing Partner then stated that the partnership did not have the desired liquidity in today's market. The managing Partner also stated that by virtue of the need for cash flow in the partnership that it would be necessary to liquidate some properties to create cash flow. He stated that this could be done through sale, lease, or trade for positive cash-flow properties.

The Managing Partner reiterated that the partnership continue its policy of holding properties for long term investment and appreciation, but that the partnership was being forced to liquidate some properties in light of the economic times and so he

would explore opportunities for orderly liquidation of some of the assets.

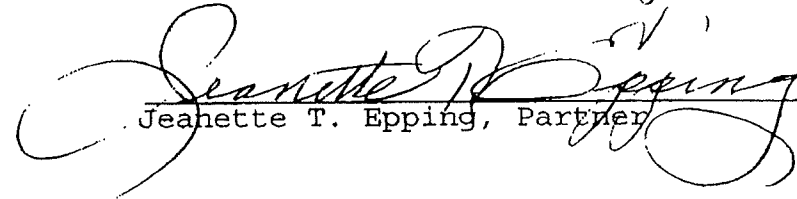
The next order of business was a discussion by the partners concerning Lawrence T. Epping's role as Managing Partner of the Partnership. Lawrence T. Epping has been Managing Partner of the Partnership since its formation and it is the intent of the Partnership for him to remain in such capacity. Therefore,

RESOLVED that the Partnership in Granada Land Co. continue to have Lawrence T. Epping as Managing Partner for such Partnership with power:

- (1) To take possession of, manage, administer, operate, maintain, improve and control all of the real property of such Partnership situated in all Counties of Oregon, and to pay any and all taxes, charges, and assessments that may be levied or imposed upon such real property.
- (2) To make and deliver any conveyances, contract, covenants, and other instruments, undertakings, or agreements, either orally or in writing, or whatever kind and nature which said agent may deem in his discretion to be best for the interests of Granada Land Co. in the development of such property.

There being no further business, the meeting was adjourned.


Lawrence T. Epping, Managing Partner


Jeannette T. Epping, Partner

AMENDED ARTICLES OF CO-PARTNERSHIP

THIS AGREEMENT OF CO-PARTNERSHIP, made and entered into on this 1st day of January, 1970, by and between LAWRENCE T. EPPING and JEANETTE T. EPPING;

WITNESSETH:

WHEREAS, the parties hereto entered into a partnership agreement on the 3rd day of March, 1969; and

WHEREAS, the parties are now desirous of amending said partnership agreement effective as of the 3rd day of March, 1969; now, therefore,

Said partnership agreement is hereby amended in its entirety effective the 3rd day of March, 1969 to read as follows:

WITNESSETH:

That said parties above named have joined and by these presents do join themselves to be co-partners together to engage in the enterprise, business, pursuit and occupation as follows:

(a) To purchase or otherwise acquire, hold, own, mortgage, sell, convey, exchange, option, subdivide, or otherwise dispose of real and personal property of every class and description and any estate or interest therein, including leaseholds for any term, in any of the states, districts, territories, or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, colony or country.

(b) To erect, construct, maintain, improve, rebuild, enlarge, alter, manage, and control, directly or through ownership of stock in any corporation, any and all kinds of buildings, houses, stores, offices, shops, warehouses, factories, mills, machinery, and plants, and any and all other structures and erections which may at any time be necessary, useful, or advantageous, for the purposes of the partnership, and which can lawfully be done under the laws of the State of Oregon.

(c) To survey, subdivide, plat, improve and develop lands for purpose of investment and long-term appreciation, and not for sale in the ordinary course of business, and to do and perform all things needful and lawful for said long-term development of land for agricultural, residential, trade and business purposes.

(d) All property, both real and personal, acquired by this partnership shall be held for investment and long-term growth; and this partnership shall not hold any said property primarily for sale to customers, and in no event shall this partnership engage in activities incidental to, nor shall it become, a dealer in said property;

which said co-partnership shall be conducted under the firm name and style of GRANADA LAND CO., with its principal place of business located at 3805 Lancaster Drive N.E., Salem, Marion County, Oregon, or such other place or places as the partners shall hereinafter determine.

For and in consideration of the mutual covenants herein contained and the services performed by each of the parties hereto toward the general welfare, benefit and advancement of said business enterprise, it is understood and agreed that this co-partnership shall commence on the 3rd day of March, 1969 and continue indefinitely thereafter until dissolved by mutual consent or by acts of either of the parties hereto according to the provision for withdrawal, as hereinafter provided.

It is understood and agreed that the parties hereto have contributed personal property, money and services toward the establishment of said business in which they propose to engage and in support and management of said business in the following proportions, to-wit:

(a) Lawrence T. Epping, 75% thereof;

(b) Jeanette T. Epping, 25% thereof;

and that the respective interests of the parties hereto in said business shall, until such time as their respective interests may change by further agreement in writing or by sale or

otherwise, remain in those proportions, and in all accounts had between the parties hereto, such proportions shall govern unless otherwise changed, as above provided.

It is understood and agreed that no partner shall sell or assign his interest in the co-partnership, or any portion thereof, without the written consent of the remaining partner.

It is understood and agreed that Lawrence T. Epping shall have the responsibility for the daily operation of the partnership business for which he shall devote his diligence, skill and attention, and give, whenever required, a true account of all business transactions arising out of or in connection with the conduct of the partnership. It is further understood and agreed that each of the parties hereto will give his or her best endeavors and exert his or her utmost power for the interest, benefit and advancement of said partnership business in which they propose to engage, and that each of them will at all times during the said co-partnership bear, pay and discharge between them, in the proportions above named unless such proportions are changed as herein provided, all expenses and charges of whatsoever kind and nature that may be required for the support and management of the said business, and that all gains, profits and increases that shall come, grow and arise from or by means of their said business shall be divided between them in the proportions above named, unless otherwise changed as herein provided, and that all losses which may occur in said business shall be borne and paid by them in the same proportions as their interests may indicate at the time of any such losses.

It is understood and agreed that the partners shall be entitled to draw a salary for the services performed on behalf of partnership business, the amount thereof to be fixed and determined by mutual agreement between the parties hereto

and that the amount of such salary shall be subject to change by mutual agreement of the parties hereto.

It is understood and agreed that in the event that any partner is unable, because of illness or accident or other circumstances beyond his control, to actively work in the business he shall nevertheless participate in the profits of the business in the same manner as though he were fully active.

It is understood and agreed that all purchases, sales, transactions and accounts of said co-partnership shall be kept in regular books of account, which shall always be open to inspection by either of the parties hereto, his agents and legal representatives.

It is understood and agreed that all funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the parties and all withdrawals therefrom are to be made by checks signed by Lawrence T. Epping or such agent as he shall designate in writing. It is further understood and agreed that the partnership may borrow money from time to time from any corporate or individual lender and that Lawrence T. Epping is hereby authorized and empowered to execute and deliver in the name of the partnership its promissory note or notes therefor to said lender for any sum so borrowed upon terms in respect to time, amount, rate of interest or otherwise as may be agreed upon to discount, assign and transfer, and to execute contracts of endorsement and guaranty on accounts and bills receivable, of which this partnership is the owner, or in which it has an interest and said Lawrence T. Epping is hereby authorized to execute and deliver such note or notes, endorsements or guarantys and to deliver and pledge as collateral security for the payment of any or all such notes, endorsements or guarantys such assets of this partnership as may be required and agreed upon between

him and said lender and to enter into such agreement with said lender as it may require in relation to the collection or sale of such collateral assets with the further power to execute and deliver in the name of this partnership real property mortgages, chattel mortgages, bills of sale, conditional sales contracts and other instruments in writing which shall be expedient or necessary in the pledging as collateral security for the payment of any or all such notes, endorsements, or guarantys, any of the assets of this partnership and said Lawrence T. Epping shall execute the powers above set forth either personally or by his agent duly designated in writing by him.

It is further understood and agreed that annually on the 31st day of December of each year, following the execution of these Articles of Co-Partnership, an accounting shall be had between the parties hereto and the general condition of the business ascertained for the preceding calendar year, and each party shall be entitled at that time to have a distribution made of any and all net profits then remaining and a division made thereof in the proportions to which they are entitled at such time, and in the making of such distribution, it must be understood that a reasonable and sufficient sum shall be set aside or provided for the payment of all accounts and other charges then due and unpaid; it being the intention of the parties hereto and their desires to have a general accounting annually without endangering the capital, credit or general welfare of the business.

It is understood and agreed that during the continuance of this co-partnership, that neither of the parties hereto will or shall endorse any note or otherwise become surety for any person or persons whomsoever, without the consent of the other party.

It is understood and agreed that the withdrawal of any partner shall in no event terminate the partnership prior to the close of the calendar year during which such withdrawal occurs. Any partner may withdraw from the partnership at the close of any calendar year by notifying the other partner of his intention to do so. Such notice shall be in writing and shall be delivered to the other partner at least sixty (60) days prior to the end of the calendar year. Upon such withdrawals the remaining partner may liquidate the partnership business, terminate the partnership, or the remaining partner may elect to purchase the partnership interest of the withdrawing partner and continue the partnership business. If the remaining partner elects to purchase the partnership interest, notification of such election shall be made in writing to the withdrawing partner within sixty (60) days after receipt of the notice of intention to withdraw. The purchase price and method of payments shall be as agreed upon between said partners.

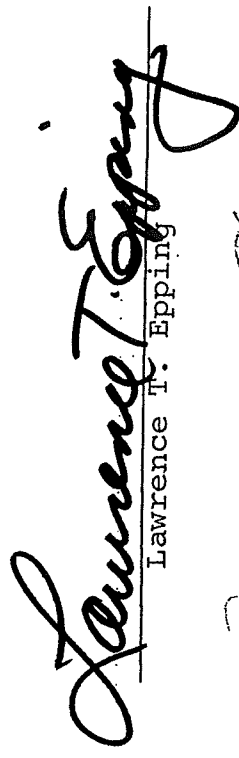
It is understood and agreed that this agreement shall terminate upon the occurrence of any of the following events:

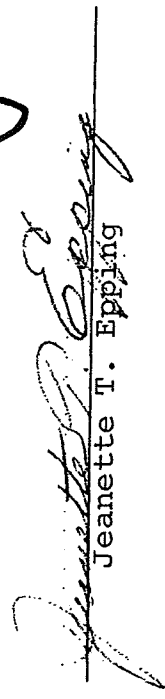
(a) If both partners die in a common disaster or within six (6) months of each other, the provisions of this agreement shall be inoperative. The partnership shall be liquidated as required by law and the proceeds of liquidation distributed between the estates of the partners without any consideration of the terms of this agreement.

(b) By the bankruptcy of a partner.

It is understood and agreed that this agreement shall bind the parties and their respective heirs, executors, administrators and assigns, but nothing herein shall be construed as an authorization of right of either party to assign his right or obligations hereunder.

IN WITNESS WHEREOF, the parties have hereunto affixed
their signatures to this agreement as of the date first above
written.


Lawrence T. Epping


Jeanette T. Epping

LINE TYPES

LINE TYPES

TAX LOT BOUNDARY OLD PROPERTY LINE

ROAD RIGHT-OF-WAY VACATED RIGHT-OF-WAY

RAILROAD RIGHT-OF-WAY

STREAM, LAKE, ETC.
TAX LOT BOUNDARY

SUBDIVISION BOUNDARY PARTITION PLAT BOOK

TAX CODE BOUNDARY EASEMENT

MBOL TYPES

— **U.S. DEPARTMENT OF JUSTICE**

CYTOPLASMIC MEMBRANES

C.L.O. CORNERS

$\frac{1}{4}$ COX $\frac{1}{16}$ COX

TAX CODE NO.

C

WITHIN THE INDICATED PUBLIC

TICK MARKS - WHEN A TICK MARK IS INDICATED ON THE EXTENSION OF

TO THE TICK MARK. GENERALLY THIS
IS USED WHEN DIMENSIONS GO INTO

225.00	
169.00	

IN AREAS OF GREATER COMPLEXITY.

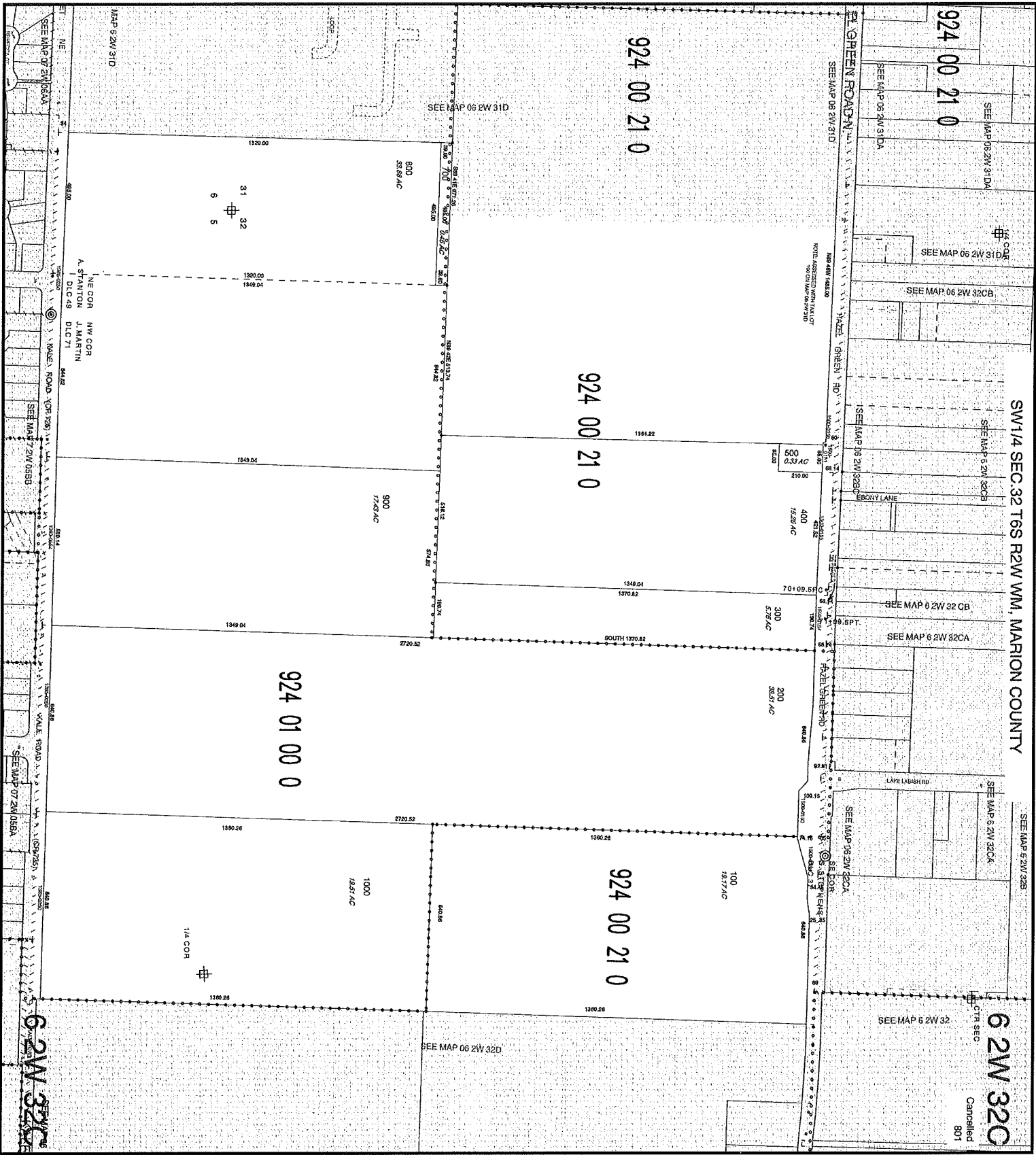
NOTICE: This map was

Office Use ONLY.

“We Care”

SCALE 1" = 200'
OR 1" = 2400'

Laurens 90/062W32C.117 W for 10r



LEGEND

LINE TYPES

- TAX LOT BOUNDARY OLD PROPERTY LINE
- ROAD RIGHT-OF-WAY VACATED RIGHT-OF-WAY
- RAILROAD RAILROAD RIGHT-OF-WAY
- STREAM, LAKE, ETC. TAX LOT BOUNDARY STREAM, LAKE, ETC. NON-BOUNDARY
- SUBDIVISION BOUNDARY PARTITION PLAT BDX.
- TAX CODE BOUNDARY BASEMENT

SYMBOL TYPES

- ALL CONTROL POINTS SURVEY MONUMENTS
- CL. CORNERS
- SECTION 1/4 SEC. 1/16 SEC. 1/32 SEC.

NUMBERS
TAX CODE NO.
000 00 00 0

ABSTRACT - ALL ABSTRACTS EXCLUDE ANY PORTION THAT MAY LIE WITHIN THE INDICATED PUBLIC RIGHT OF WAY.

TICK MARKS - WHEN A TICK MARK IS INDICATED ON THE EXTENSION OF A LINE, THEN THE DIMENSION GOES TO THE TICK MARK. GENERALLY THIS IS USED WHEN DIMENSIONS GO INTO PUBLIC RIGHT OF WAYS.

ARROWS ARE USED WITH DIMENSIONS IN AREAS OF GREATER COMPLEXITY.

NOTICE: This map was created for Assessor's Office use ONLY.



SCALE 1" = 200'
or 1:2400
Plot file created October 11, 2002
ADMINISTRATIVE NUMBER

