

## ***Appendix 1***

### ***Title Report***

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AmeriTitle, Inc.

**Invoice****Date:** 02/25/2020  
**Number:** 150962**City of Salem**  
**350 Commercial St. NE**  
**Salem, OR 97301****Property Address:**  
**4535 Sunnyside Rd SE**  
**Salem, OR 97302****Please Remit Payment To:**  
**AmeriTitle, Inc.**  
**Attn: Accounts Receivable**  
**345 SE Third**  
**Bend, OR 97702**  
**(541) 330-8140**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
352461AM	record, of	ASR-083W10DB	Non-Insured Title Report	Non-Insured Title Report	\$200.00
Total					\$200.00
Total Due					\$200.00

**Buyer (Borrower) - of record**  
**Seller (if any) -**  
**Loan Amount (if any) -**  
**Sales Price (if any) -**



320 Church St. NE, Salem, OR 97301  
PHONE (503)581-1431 FAX (503)364-8716

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## STATUS OF RECORD TITLE

Sal Diaz  
City of Salem  
350 Commercial St. NE  
Salem, OR 97301  
Your Reference No. ASR-083W10DB

February 25, 2020  
Title Number: 352461AM  
Title Officer: Carlee Novak  
Fee: \$200.00

### **We have searched the status of record title as to the following described property:**

See attached Exhibit 'A'

#### **Vestee:**

**City of Salem, a municipal corporation**

and dated as of **February 18, 2020** at 7:30 a.m.

### **Said property is subject to the following on record matters:**

1. Taxes assessed under Code No. 92401000 Account No. R32105 Map No. 08S-03W-10DB 00300, including the current fiscal year, not assessed because of FNCITY City Gov't Owned Exemption. If the exempt status is terminated an additional tax may be levied.
2. City liens, if any, of the City of Salem.  
(No inquiry has been made. If no search is requested, this exception will remain in the policy. A charge of \$20.00 per account will be added if a search is requested)
3. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
4. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Pacific Telephone and Telegraph Company  
Recorded: July 22, 1936  
Instrument No.: Volume: 225 Page: 395
5. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: City of Salem  
Recorded: September 18, 1964  
Instrument No.: Volume: 591 Page: 350
6. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: City of Salem  
Recorded: February 17, 1965  
Instrument No.: Volume: 596 Page: 830

7. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,  
Lessor: Donald M. Killen and Nita R. Killen, individually and dba Sunnyside Venture I  
Lessee: Sunny Glen Properties, an Oregon genral partnership  
Disclosed by: Memorandum of Agreement for Lease and Option to Purchase Business Assets  
Date: March 9, 1984  
Recorded: March 9, 1984  
Instrument No.: Reel: 337 Page:1407

Assignment of Lessor's Interest in Lease  
Assignor: Donald M. Killen and Nita R. Killen, and Sunnyside Venture I  
Assignee: United States National Banik of Oregon  
Recorded: May 27, 1986  
Instrument No.: Reel: 464 Page: 498

Amended by instrument,  
Recorded: January 23, 1986  
Instrument No.: Reel: 470 Page: 204

Amended by instrument,  
Recorded: August 2, 1991  
Instrument No.: Reel: 873 Page: 289

8. This Guarantee makes no assurances, nor makes any representation as to future insurability against lack of access to and from the described land.
9. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.

*"Superior Service with Commitment and Respect for Customers and Employees"*

## EXHIBIT 'A'

File No. 352461AM

Beginning at an iron pipe which is 2.64 feet South 14°40' West and 823.73 feet South 89°46' East from the Northeast corner of the J.R. Patterson Donation Land Claim in Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, said point of beginning being in the North line of that certain tract of land conveyed to Clyde J. Boyce and Lydia Boyce by deed recorded in Volume 365, Page 458, Marion County Deed Records; and running thence South 08°04' West 425.63 feet to an iron pipe set in the South line of said Boyce tract; thence South 82°11' East 723.48 feet, along said South line to an iron pipe in the West line of Sunnyside Road; thence North 08°04' East 241.31 feet along said West line to an iron pipe; thence North 83°26' West 227.77 feet to an iron pipe; thence South 55°09' West 43.74 feet to an iron pipe; thence North 79°12' West 79.07 feet to an iron pipe; thence North 56°41' West 148.86 feet to an iron pipe; thence North 08°03' East 184.05 feet to an iron pipe set in the North line of said Boyce tract; thence North 89°46' West 252.50 feet along said North line to the point of beginning.

SAVE AND EXCEPT; Beginning at a point which is 2.64 feet South 14°40' West and 823.73 feet South 89°46' East and 425.63 feet South 8°04' West and 306.47 feet South 82°11' East from the Northeast corner of the J.R. Patterson Donation Land Claim in Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, said point of beginning being on the south line of that certain tract of land conveyed to Clyde J. Boyce and Lydia Boyce by deed recorded in Volume 365, Page 458, Marion County Deed Records; and running thence South 82°11' East 417.01 feet along the South line to an iron pipe on the West line of Sunnyside Road; thence North 8°04' East 241.31 feet along the West line to an iron pipe; thence North 83°26' West 227.77 feet to an iron pipe; thence South 55°09' West 43.74 feet to an iron pipe; thence North 79°12' West 79.07 feet to an iron pipe; thence North 56°41' West 96.97 feet to an iron pipe; thence South 5°57' West 252.69 feet to the point of beginning.

STATUTORY WARRANTY DEED

GREGORY H. CRUMLEY and FLORENCE H. CRUMLEY Grantor, conveys and warrants to CITY OF SALEM, a municipal corporation Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Marion County, Oregon, to wit:

SEE 'LEGAL DESCRIPTION' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

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 30.0930. The said property is free from encumbrances except Covenants, Conditions, Restrictions, Set-Back lines and Easements of Record; 1996/97 Taxes, a lien not yet payable;

The true consideration for this conveyance is \$168,000.00 (Here comply with the requirements of ORS 93.030)

Dated this 20 day of August 19 96

APPROVED AS TO FORM:

BY

BY

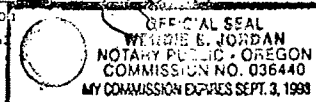
State of Oregon, County of Marion  
The foregoing instrument was acknowledged before me this 20 day of August, 1996  
by Gregory H. Crumley and Florence H. Crumley

*Gregory H. Crumley*  
Gregory H. Crumley  
*Florence H. Crumley*  
Florence H. Crumley

State of Oregon, County of

The foregoing instrument was acknowledged before me this day of 19 by President and Secretary of a corporation, on behalf of the corporation.

*Wendie E. Jordan*  
Notary Public for Oregon  
My commission expires:



Notary Public for Oregon  
My commission expires:

WARRANTY DEED

GRANTOR: Gregory H. Crumley  
GRANTEE: City of Salem, Oregon

Until a change is requested, all tax statements shall be sent to the following address:  
City of Salem, Oregon  
c/o Pat Sparks @ 555 Liberty SE Rm 305  
Salem, OR 97301

Escrow No. 236712 Title No. 231670

After recording return to:  
City of Salem, Oregon  
c/o Pat Sparks @ 555 Liberty SE Rm 305  
Salem, OR 97301

This Space Reserved for Recorder's Use

Aug 23, 1996

**LEGAL DESCRIPTION**

Beginning at an iron pipe which is 2.64 feet South 14°40' West and 823.73 feet South 89°46' East from the Northeast corner of the J.R. Patterson Donation Land Claim in Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, said point of beginning being in the North line of that certain tract of land conveyed to Clyde J. Boyce and Lydia Boyce by deed recorded in Volume 365, Page 458, Marion County Deed Records; and running thence South 08°04' West 425.63 feet to an iron pipe set in the South line of said Boyce tract; thence South 82°11' East 723.48 feet, along said South line to an iron pipe in the West line of Sunnyside Road; thence North 08°04' East 241.31 feet along said West line to an iron pipe; thence North 83°26' West 227.77 feet to an iron pipe; thence South 55°09' West 43.74 feet to an iron pipe; thence North 79°12' West 79.07 feet to an iron pipe; thence North 56°41' West 148.86 feet to an iron pipe; thence North 08°03' East 184.05 feet to an iron pipe set in the North line of said Boyce tract; thence North 89°46' West 252.50 feet along said North line to the point of beginning.

**SAVE AND EXCEPT:** Beginning at a point which is 2.64 feet South 14°40' West and 823.73 feet South 89°46' East and 425.63 feet South 8°04' West and 306.47 feet South 82°11' East from the Northeast corner of the J.R. Patterson Donation Land Claim in Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, said point of beginning being on the South line of that certain tract of land conveyed to Clyde J. Boyce and Lydia Boyce by deed recorded in Volume 365, Page 458, Marion County Deed Records; and running thence South 82°11' East 417.01 feet along said South line to an iron pipe on the West line of Sunnyside Road; thence North 8°04' East 241.31 feet along the West line to an iron pipe; thence North 83°26' West 227.77 feet to an iron pipe; thence South 55°09' West 43.74 feet to an iron pipe; thence North 79°12' West 79.07 feet to an iron pipe; thence North 56°41' West 96.97 feet to an iron pipe; thence South 5°57' West 252.69 feet to the point of beginning.

Aug 23, 1996

**REEL:1334**

**PAGE: 599**

**August 23, 1996 , 03:07P**

**CONTROL #: 1334599**

**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**

**Aug 23, 1996**



February 25, 2020

### Property Identification

**Account No.:**

R32105

**Situs Address:**

4535 SUNNYSIDE RD SE  
SALEM, OR 97302

**Map Tax Lot:**

083W10DB00300

**Owner:**

CITY OF SALEM  
555 LIBERTY ST SE  
SALEM, OR 97301

**Manufactured Home ID:****Legal Description:**

ACRES 2.85

**Subdivision:****Related Accounts:****Linked Accounts:**

### Owner History

Buyer	Seller	Sales Info	Deed Info
CITY OF SALEM 4535A SUNNYSIDE RD SE SALEM, OR 97302	CRUMLEY,GREGORY H & FLO	8/20/1996 \$168,000 03 - Grantor or grantee is a government or political unit.	13340599 RD - REEL DEEDS RECORDED 1974 AND AFTER

### Property Details

**Legal Acreage:**

2.85 acres

**Property Code:****Property Class:**

R90

**Mortgage Agent-Lender:****Mortgage Account No.:****Levy Code Area:**

92401000

**Zoning:**

RS, PA (Contact Local Jurisdiction)

**Miscellaneous Code:****Plat:****Exemption:**

FNCITY CITY GOV'T OWNED PROPERTY, FULL  
EXEMPT

**Expiration Date:****Land Information:**

ID	Type	Acres	Sq Ft
L1	RES - RESIDENTIAL	2.85	

#### Improvements/Structures:

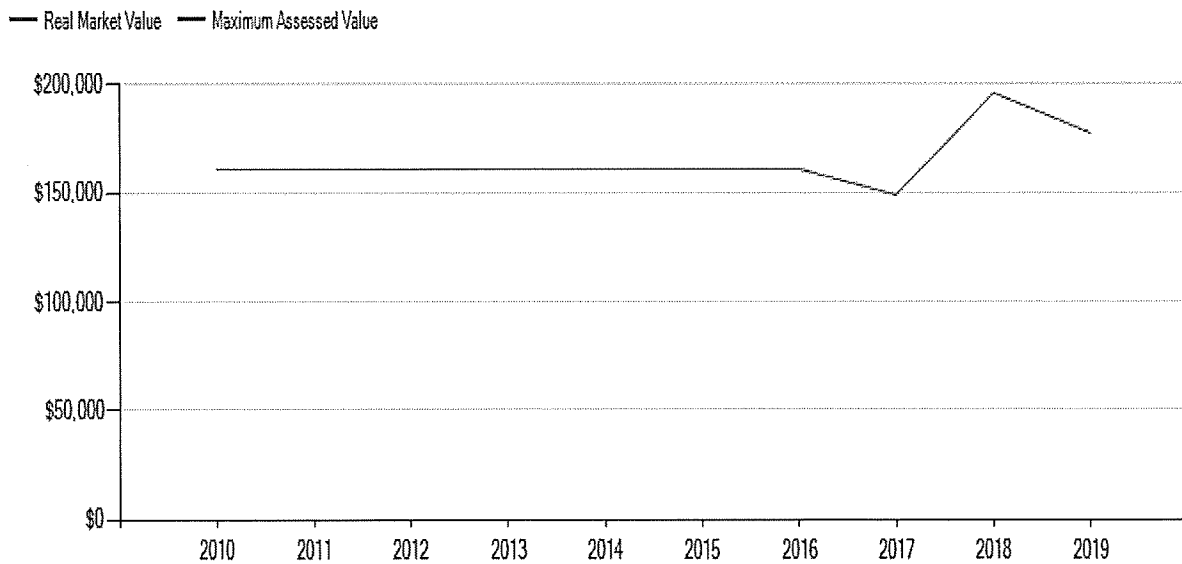
ID	Type	Make/Model	Class	Area/Count	Year Built
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No Improvement Details

#### Value Information (per most recent certified tax roll)

<b>RMV Land Market:</b>	\$177,410
<b>RMV Land Spec.</b>	\$0
<b>Assess.:</b>	
<b>RMV Structures:</b>	\$0
<b>RMV Total:</b>	\$177,410
<b>SAV:</b>	\$0
<b>Exception RMV:</b>	\$0
<b>Exemption RMV:</b>	\$177,410
<b>Exemption Description:</b>	CITY GOV'T OWNED PROPERTY, FULL EXEMPT
<b>M5 Taxable:</b>	\$0
<b>MAV:</b>	\$0
<b>MSAV:</b>	\$0
<b>AV:</b>	\$0

Graph shows tax roll Real Market Value and Maximum Assessed Value of this property for past 10 years.  
For a detailed explanation, please see definition of Assessed Value above (hover over the "i").



#### Assessment History

Year	Improvements RMV	Land RMV	Special Mkt/Use	Exemptions	Taxable Assessed Value
2018	\$0	\$195,940	\$0/\$0	FNCITY	\$0
2017	\$0	\$148,910	\$0/\$0	FNCITY	\$0

Year	Improvements RMV	Land RMV	Special Mkt/Use	Exemptions	Taxable Assessed Value
2016	\$0	\$160,860	\$0/\$0	FNCITY	\$0
2015	\$0	\$160,860	\$0/\$0	FNCITY	\$0
2014	\$0	\$160,860	\$0/\$0	FNCITY	\$0
2013	\$0	\$160,860	\$0/\$0	FNCITY	\$0
2012	\$0	\$160,860	\$0/\$0	FNCITY	\$0
2011	\$0	\$160,860	\$0/\$0	FNCITY	\$0
2010	\$0	\$160,860	\$0/\$0	FNCITY	\$0
2009	\$0	\$169,330	\$0/\$0	FNCITY	\$0

#### Taxes: Levy, Owed

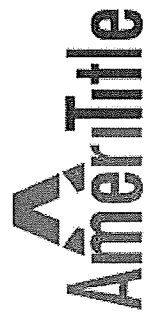
**Taxes Levied 2019-20:** \$0.00  
**Tax Rate:** 19.5376  
**Current Tax Payoff Amount:** \$0.00

Year	Total Levied	Ad Valorem	Special Assessments	Principal	Interest Due	Date Paid	Total Owed
2019	\$0.00	\$0.00	None	\$0.00	\$0.00	Unpaid	\$0.00
2018	\$0.00	\$0.00	None	\$0.00	\$0.00	Unpaid	\$0.00
2017	\$0.00	\$0.00	None	\$0.00	\$0.00	Unpaid	\$0.00
2016	\$0.00	\$0.00	None	\$0.00	\$0.00	Unpaid	\$0.00
2015	\$0.00	\$0.00	None	\$0.00	\$0.00	Unpaid	\$0.00
2014	\$0.00	\$0.00	None	\$0.00	\$0.00	Unpaid	\$0.00
2013	\$0.00	\$0.00	None	\$0.00	\$0.00	Unpaid	\$0.00
2012	\$0.00	\$0.00	None	\$0.00	\$0.00	Unpaid	\$0.00
2011	\$0.00	\$0.00	None	\$0.00	\$0.00	Unpaid	\$0.00
2010	\$0.00	\$0.00	None	\$0.00	\$0.00	Unpaid	\$0.00

#### Tax Payment History

Year	Transaction ID	Tax Paid	Discount	Interest	Amount Paid	Date Paid
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No Tax History Details



THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF.

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF.

staked at present time.

Grantee shall at all times have the right of full and free ingress for all purposes herein mentioned, and to remove at any time any or fixtures and appurtenances from the said property, with the understanding that for all unnecessary damage it comes grantor by the exercise of the rights, conditions and provisions of this easement shall inure upon the heirs, executors, administrators, successors and assigns of the undersigned who has executed this instrument.

Witness:

W. C. Karpson  
STATE OF OREGON  
COUNTY OF MARION

On this day personally appeared before me Frank Dickert and Delia the individuals described in and who executed the within and foregoing signed the same as their free and voluntary act and deed, for the use and purpose thereof.

Given under my hand and official seal this 6th day of July, 1936.

Approved as to form  
Caray Hart, Spencer and McCallloch  
By Oscar C. Spencer

Recorded July 22, 1936 at 5:10 o'clock P.M.  
Michael R. Brooks, Recorder by MRS. Deputy

**KNOW ALL MEN BY THESE PRESENTS:** In consideration of Five Dollars acknowledged, the undersigned hereby grants a perpetual easement to the Pacific Telephone and Telegraph Company, a California corporation, with the right to place, construct, reconstruct, repair, replace and keep clear one anchor with wires, cables, fixtures and appurtenances from the said property, with the understanding that for all unnecessary damage it comes grantor by the exercise of the rights, conditions and provisions of this easement shall inure upon the heirs, executors, administrators, successors and assigns of the undersigned who has executed this instrument.

That certain tract of land belonging to the undersigned and situated in Marion County, Oregon, and recorded in Vol. 202, Page 276, Record of Deeds, contains therein a right of full and free ingress for all purposes herein mentioned, and to remove at any time any or fixtures and appurtenances from the said property, with the understanding that for all unnecessary damage it comes grantor by the exercise of the rights, conditions and provisions of this easement shall inure upon the heirs, executors, administrators, successors and assigns of the undersigned who has executed this instrument.

Witness:

E. H. Scholtenbach  
STATE OF OREGON  
COUNTY OF MARION

On this day personally appeared before me, J. W. McCallister and known to be the individuals described in and who executed the within and foregoing signed the same as their free and voluntary act and deed, for the use and purpose thereof.

Given under my hand and official seal this 2nd day of July, 1936.

Approved as to form  
Caray Hart, Spencer and McCallloch  
By Oscar C. Spencer

Recorded July 22, 1936 at 5:15 o'clock A.M.  
Michael R. Brooks, Recorder by MRS. Deputy

**KNOW ALL MEN BY THESE PRESENTS:** In consideration of Five Dollars (\$5.00) receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement to the Pacific Telephone and Telegraph Company, a California corporation, with the right to place, construct, operate and maintain, inspect, reconstruct, repair, replace and keep clear one anchor with wires, cables, fixtures and appurtenances attached thereto upon, across, over and/or under the following described property situated in Marion County, State of Oregon:

A tract of land containing 15.30 acres, more or less in Sect. 10 T. 3 S. E. 3 N. of the T. M. as described in Marion County Book of Deeds, Vol. 218 Page 117.

Grantee shall at all times have the right of full and free ingress to and egress from said property for all purposes herein mentioned, and to remove at any time any or all of the one anchor and/or wires, cables, fixtures and appurtenances from the said property, with the understanding that grantee shall be responsible for all unnecessary damage it comes grantor by the exercise of the rights and privileges herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the undersigned has executed this instrument this 6th day of July, 1936.

Witness:

W. C. Karpson

STATE OF OREGON  
COUNTY OF MARION

On this day personally appeared before me William F. Carnjobst and Anna E. Carnjobst, his wife, to be known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the use and purpose thereof.

Given under my hand and official seal this 6th day of July, 1936.

Approved as to form  
Caray Hart, Spencer and McCallloch  
By Oscar C. Spencer

Recorded July 22, 1936 at 5:18 o'clock A.M.  
Michael R. Brooks, Recorder by MRS. Deputy

**THIS INSTRUMENT WITNESSETH:** That we, Bird J. Corcoran and Ida M. Corcoran, husband and wife, for the consideration of the sum of Twenty One Hundred Dollars (\$2100.00) paid, have bargained, sold, conveyed, and by these presents do bargain, sell and convey unto Flora E. Ruffer, the following described premises, to wit:

Commencing at the Southeast corner of Section One in T. 7 S. R. 1 W. of Willamette Meridian; thence East 11.00 chains; thence North 2.70 chains to the middle of Silver Creek; thence down the channel of said creek North 45° 35' West 11.00 chains; thence North 45° 50' West 9.33 chains; thence North 45° 15' East 3.50' to the center of County Road leading up Silver Creek; thence North 45° 45' West 17.00 chains to the Northeast corner of a 91 acre tract of land deeded by Mrs. W. H. Snyder and Mrs. Helen Hunsworth to Nettie L. Larrabee on the 1st day of December 1899, deed of said records in Marion County Records, Book of Deeds, Volume 57, page 301; thence South 58° 15' West 3.50 chains; thence easterly said Silver Creek down stream 5.00 chains, there of pass to a point in the Northwest boundary of the 91 acre tract of land conveyed; thence South 58° 15' West 3.10 chains to the Southwest corner of said 91 acre tract; thence South 58° 15' West 11.00 chains to the Southeast corner of said 91 acre tract; thence South 45° West 12.00 chains to a corner of the Jacob Smith Donation Land Claim; thence East 11.00 chains to the beginning, containing 214 acres of land, more or less and situated in Marion County, State of Oregon.

Save and except all roads and rights of way.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Flora E. Ruffer, her heirs and assigns forever.

And the said parties do hereby covenant to and with the said Grantee, her heirs and assigns that they are the owner in fee simple of said premises, that they are free from all encumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 25th day of July, 1931.

Bird J. Corcoran

Ida M. Corcoran

## P A S S E N T

KNOW ALL MEN BY THESE PRESENTS, that ~~CLYDE J. BOYCE & LYDIA BOYCE, husband and wife,~~  
~~and GEORGE W. CRANDALL & FREDERICK A. CRANDALL, husband and wife,~~

for the consideration of Two Hundred Ten And No/100 DOLLARS  
 to them paid, the receipt whereof is hereby acknowledged, do forever grant  
 unto the CITY OF SALEM, a municipal corporation, a permanent right of way and easse-  
 ment over and along the full width and length of the premises described as follows, to-  
 wit: 5 feet on each side of the following described Center Line: Beginning at a point  
 on the South Line of Lot 23, Pringle Creek Park Addition, City of Salem, Marion County,  
 Oregon, said point being South 89°26' West, 50.89 feet from the southeast corner of said  
 Lot 23; thence South 35°56' West, 239.10 feet; thence South 21°44' West, 173 feet more or  
 less to a point on the South Line of that certain tract of land conveyed to Clyde J. Boyce  
 and Lydia Boyce as recorded in Volume 365 page 458 of the Deed Records for Marion County,  
 Oregon, said point being 312 feet easterly of the southwest corner of said Boyce tract,

together with a temporary working easement as follows, to-wit: 20 feet on each side of  
 the following described Center Line: Beginning at a point on the South Line of Lot 23,  
 Pringle Creek Park Addition, City of Salem, Marion County, Oregon, said point being South  
 89°26' West, 50.89 feet from the southeast corner of said Lot 23; thence South 35°56' West,  
 239.10 feet; thence South 21°44' West, 173 feet more or less to a point on the South Line  
 of that certain tract of land conveyed to Clyde J. Boyce & Lydia Boyce as recorded in  
 Volume 365 page 458 Deed Records for Marion County, Oregon, said point being 312 feet  
 easterly of the southwest corner of said Boyce tract.

The temporary working easement shall be effective only for and during the time  
 of the initial construction and laying of the pipeline hereinafter described.

The permanent right of way and easement shall include the right, privilege and  
 authority, to the said City of Salem, to excavate for, and to construct, install, lay,

733356

operate, maintain and remove an underground sewer pipeline or pipelines, with all appurtenances incident thereto or necessary therewith, for the purpose of catching, carrying and conveying sewage, waste and surplus waters, and for similar uses in, under and across the said premises, together with the right of the said City of Salem to place, install, maintain, inspect, add to the number of and relocate pipelines and necessary appurtenances, and make excavations therefor from time to time, in, under and through the above described premises within said right of way, and to cut and remove from said right of way 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 patrolling the pipeline or repairing, renewing, or adding to the number of pipelines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement hereby granted.

The City of Salem, upon the initial installation, and upon each and every occasion that the same is repaired, renewed, added to, or removed, shall restore the premises of the grantor, and any buildings or improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil.

WITNESS our hand and seal this 25th day of August, 1964.

Charles E. Boyce (SEAL)

Lydia Boyce (SEAL)

APPROVED:

(SEAL)

Director of Utilities

(SEAL)

APPROVED AS TO FORM

City Attorney

STATE OF OREGON

County of Marion ss.

On this 25th day of August, 1964, before me, a Notary Public in and for said County and State, personally appeared CLYDE E. BOYCE AND LYDIA BOYCE

Known to me to be the person S whose name S ARE subscribed to the within instrument and acknowledge that They executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.



Shirley B. Rawlin  
Notary Public for Oregon  
My Commission Expires: Nov 3-1967

SEP 18 1964

I hereby certify that the within was received at 8:50 o'clock AM on the 25th day of August, 1964 and duly recorded by me in Marion County Records Book of Deeds Records, Volume 591 Page 351

County Recorder

Will call

733386

733386



VOL 586 PAGE 330

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That GREGORY H. CRUMLEY & FLORENCE CRUMLEY,  
Husband and wife.

for the consideration of Twenty and 00/100 DOLLARS  
to them paid, the receipt whereof is hereby acknowledged, do forever grant  
unto the CITY OF SALEM, a municipal corporation, a permanent right of way and ease-  
ment over and along the full width and length of the premises described as follows, to-  
wit:

Permanent easement - 5 feet on each side of the following described Center  
Line: Beginning at a point on the South Line of that certain tract of land  
conveyed to Gregory H. Crumley and Florence Crumley as recorded in Volume  
577, Page 323 of the Deed Records of Marion County, Oregon, said point being  
westerly 426 feet from the southeast corner of said Crumley tract; thence  
northerly to a point on the North Line of said Crumley tract, said point being  
South 08°03' West, 123.48 feet and South 56°54' East, 53 feet from the most  
northerly northeast corner of said Crumley tract.

together with a temporary working easement as follows, to-wit:

Temporary easement - 20 feet on each side of the following described Center  
Line: Beginning at a point on the South Line of that certain tract of land  
conveyed to Gregory H. Crumley and Florence Crumley as recorded in Volume  
577, Page 325 of the Deed Records of Marion County, Oregon, said point being  
westerly 426 feet from the southeast corner of said Crumley tract; thence  
northerly to a point on the North Line of said Crumley tract, said point being  
South 08°03' West, 123.48 feet and South 56°54' East, 53 feet from the most  
northerly northeast corner of said Crumley tract.

SAVE AND EXCEPT the northerly 55 feet of the above described temporary easement.

The temporary working easement shall be effective only for and during the time  
of the initial construction and laying of the pipeline hereinafter described.

The permanent right of way and easement shall include the right, privilege and  
authority, to the said City of Salem, to excavate for, and to construct, install, lay,  
744678

operate, maintain and remove an underground sewer pipeline or pipelines, with all appurtenances incident thereto or necessary therewith, for the purpose of catching, carrying and conveying sewage, waste and surplus waters, and for similar uses in, under and across the said premises, together with the right of the said City of Salem to place, install, maintain, inspect, add to the number of and relocate pipelines and necessary appurtenances, and make excavations therefor from time to time, in, under and through the above described premises within said right of way, and to cut and remove from said right of way 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 patrolling the pipeline or repairing, renewing, or adding to the number of pipelines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement hereby granted.

The City of Salem, upon the initial installation, and upon each and every occasion that the same is repaired, renewed, added to, or removed, shall restore the premises of the grantor, and any buildings or improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil.

WITNESS our hands and seal this 10th day of Feb 1965

*Gregory L. Thompson* (SEAL)

*Thomas H. Connors* (SEAL)

APPROVED:

Director of Utilities

APPROVED AS TO FORM

City Attorney

STATE OF OREGON

County of Marion

On this 10th day of Feb, 1965, before me, a Notary Public in and for said County and State, personally appeared

Known to me to be the person whose name subscribed to the within instrument and acknowledge that executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

*Jack R. Thair*  
Notary Public for Oregon  
My Commission Expires

STATE OF OREGON  
County of Marion

I hereby certify that the within was received at 10:00 A.M. on the 17th day of Feb 1965 and duly returned to me.

Marion County Records Book of DEEDS Records, Volume 596 Page 831

County Recorder



05007

REEL 337 PAGE 1407

2020-1-14  
2020-2-14

MEMORANDUM OF AGREEMENT  
FOR LEASE AND OPTION TO PURCHASE BUSINESS ASSETS

THIS MEMORANDUM made this 9th day of March, 1984, by and between DONALD M. KILLEN and NITA R. KILLEN, individually and dba Sunnyside Venture I, as Lessor, and Sunny Glen Properties, an Oregon general partnership comprised of Jack C. Heisler, Joan M. Heisler, Jeffrey L. Chamberlain, and Donna J. Chamberlain, as Lessee, for recording purposes, acknowledges that an Agreement for Lease and Option to Purchase Business Assets, dated the 9th day of March, 1984, was entered into wherein lessor agreed to lease to lessee the following described real property located in Marion County, Oregon:

MAR 9 1984

Parcel 1:  
Beginning at a point, (marked by an iron pipe), on the North line of the parcel conveyed to Clyde J. Boyce, et ux, by deed recorded in Volume 365, at Page 458, of Marion County, Oregon, Deed Records, which is 2.64 feet South 14°40' West and 1076.23 feet South 89°46' East from the Northwest corner of said Boyce tract; thence South 8°03' West 184.05 feet to an iron pipe; thence South 56°41' East 148.86 feet to an iron pipe; thence South 79°12' East 79.07 feet to an iron pipe; thence North 55°09' East 43.74 feet to an iron pipe; thence South 83°26' East 227.77 feet to an iron pipe on the West line of Sunnyside Road; thence North 8°04' East along said West line 280.80 feet to the iron pipe which marks the Northeast corner of said Boyce parcel; thence North 89°46' West 477.80 feet to the place of beginning.

Parcel 2:  
Beginning at an iron pipe which is 2.64 feet South 14°40' West and 823.73 feet South 89°46' East from the Northeast corner of the J. R. Patterson Donation Land Claim in Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, said point of beginning being in the North line of that certain tract of land conveyed to Clyde J. Boyce and Lydia Boyce by deed recorded in Volume 365, Page 458, Marion County Deed Records; and running thence South 08°04' West 425.63 feet to an iron pipe set in the South line of said Boyce tract; thence south 82°11' East 723.48 feet, along said

Mail Tax Statements To:  
Jack C. Heisler  
Jeffrey Chamberlain →

After Recording Return To:  
Jack C. Heisler  
Jeffrey Chamberlain  
1406 Jantzen Beach Center  
Portland, OR 97219

South line to an iron pipe in the West line of Sunnyside Road; thence North 08°04' East 241.31 feet along said West line to an iron pipe; thence North 83°26' West 227.77 feet to an iron pipe; thence South 55°09' West 43.74 feet to an iron pipe; thence North 79°12' West 79.07 feet to an iron pipe; thence North 56°41' West 148.86 feet to an iron pipe; thence North 08°03' East 184.05 feet to an iron pipe set in the North line of said Boyce tract; thence North 89°46' West 252.50 feet along said North line to the point of beginning.

The lessor also granted lessee an option to purchase from lessor fee simple title to the real property described as Parcel 1 above for Two Million Eight Hundred Fifty-Six Thousand Five Hundred Eighty-Two and 27/100 Dollars (\$2,856,582.27/100) and an option to purchase the fee simple title to the real property described as Parcel 2 above for Two Hundred Eighty-Six Thousand and no/100 Dollars (\$286,000.00).

The true and actual consideration for this transfer is the sum of \$3,142,582.27.

The following is the notice as required by ORS 308.210: "THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES."

IN WITNESS WHEREOF, said parties have caused this Memorandum of Agreement to be signed the day and year first hereinabove written.

Lessor

Donald M. Killen

Nita R. Killen

Lessee:

Sunny Glen Properties

Jack C. Heisler, partner

Joan M. Heisler, partner

Jeffrey C. Chamberlain, partner

Donna J. Chamberlain, partner

Attorney-in-fact

MAR 9 1984



STATE OF OREGON,

) ss.

County of Marion.

On this 9th day of March, 1984,  
 personally appeared the above named DONALD M. KILLEN and NITA R.  
 KILLEN and acknowledged the foregoing instrument to be their  
 voluntary act and deed.

Before me:

Donna S. Cook  
 Notary Public for Oregon  
 My commission expires: 1-21-85

STATE OF OREGON,

) ss.

County of Marion.

On this 9th day of March, 1984,  
 personally appeared the above named JACK C. HEISLER and acknow-  
 ledged the foregoing instrument to be his voluntary act and deed.

Before me:

Donna S. Cook  
 Notary Public for Oregon  
 My commission expires: 1-21-85

STATE OF OREGON,

) ss.

County of Marion.

On this 9th day of March, 1984,  
 personally appeared the above named JOAN M. HEISLER and acknow-  
 ledged the foregoing instrument to be her voluntary act and deed.

Before me:

Donna S. Cook  
 Notary Public for Oregon  
 My commission expires: 1-21-85

MAR 9 1984

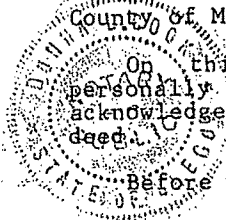
05807

REEL 337 PAGE 1410

STATE OF OREGON,

} ss.

County of Marion.



On this 9th day of March, 1984,  
personally appeared the above named JEFFREY C. CHAMBERLAIN and  
acknowledged the foregoing instrument to be his voluntary act and  
deed.

Before me:

Donna L. Cook  
Notary Public for Oregon  
My commission expires: 1-21-85

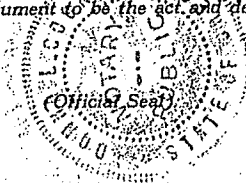
FORM No. 159—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,

} ss.

County of Marion

On this the 9th day of March, 1984, personally appeared  
Jeffrey C. Chamberlain  
who, being duly sworn (or affirmed), did say that he is the attorney in fact for Donna J. Chamberlain  
and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowl-  
edged said instrument to be the act and deed of said principal.



Before me:

Donna L. Cook  
(Signature)

My Com. expires - 1-21-85  
(Title of Officer)

STATE OF OREGON

County of Marion

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

05807

MAR 9 4 30 PM '84

ALAN H. DAVIDSON  
MARION COUNTY CLERKBY 8 DEPUTY

170

Reel 337 Page 1407

MAR 9 1984

AFTER RECORDING RETURN TO:

UNITED STATES NATIONAL BANK OF OREGON  
COMMERCIAL BANKING DIVISION, 622  
MOIE DEPARTMENT  
P. O. BOX 4412, PORTLAND, OR 97208

REEL      PAGE  
464      498

ASSIGNMENT OF LEASE

For valuable consideration, Donald M. Killen and Nita R. Killen, and Sunnyside Venture I, a partnership (collectively referred to as "Killen") hereby assign to United States National Bank of Oregon, a national banking association ("Bank"), its successors and assigns, all of their right, title and interest in a certain Agreement For Lease and Option To Purchase Business Assets ("Lease"), dated March 9, 1984, wherein Killen is the Lessor and Sunny Glen Properties, an Oregon general partnership, is the Lessee relative to the leasing of the real property in Marion County, Oregon described in Exhibit A attached hereto. A "Memorandum of Agreement For Lease and Option To Purchase Business Assets" with respect to the Lease was recorded in Reel 444, on Pages 159 & 160 of the Real Property Records of Marion County, Oregon, on February 18, 1986.

This Assignment particularly covers all monies due and to become due under the Lease and any extensions and renewals thereof, and all monies due or to become due under the purchase option set forth in paragraph 3 of the Lease if the option is exercised.

This Assignment is executed and delivered to the Bank as collateral security for all present and future indebtedness of Killen Enterprises to the Bank arising out of a standby letter of credit issued for the account of Killen Enterprises on May 9, 1986, Letter of Credit No. S-08016, in the amount of \$275,000.00, naming Washington Mortgage Corporation as Beneficiary.

Notwithstanding the foregoing provisions, the Bank, by the acceptance of this Assignment and by the acceptance of payments on said Lease or on the purchase option, assumes no responsibility or liability whatsoever for the performance of any of the obligations of Killen set forth in the Lease.

MAY 27 1986

MAY 27 1986

It is further understood and agreed that Sunny Glen Properties shall continue to make rental and purchase option payments to Killen strictly at the times and in the amounts specified in the Lease until such time as the Bank shall, in writing, notify Sunny Glen Properties that all further rental and purchase option payments are to be made to the Bank, and all rental and purchase option payments made to the Bank after such notice shall constitute payment duly made under the provisions of the Lease.

No prepayment of rental or purchase option payments whatsoever shall be made by Sunny Glen Properties to Killen nor shall any such prepayment be accepted by Killen, at any time without the prior written consent of the Bank.

As further consideration, Killen covenants and agrees with the Bank that while this Assignment is in full force and effect, Killen will not exercise any rights to terminate the Lease without first obtaining the written consent of the Bank to do so.

Date this 13<sup>th</sup> day of May, 1986.

SUNNYSIDE VENTURE I,  
a partnership

Donald M. Killen  
DONALD M. KILLEN, partner

Nita R. Killen  
NITA R. KILLEN, partner

Donald M. Killen  
DONALD M. KILLEN, Individually

Nita R. Killen  
NITA R. KILLEN, Individually



MAY 27 1986

Before me:

Before me:

Before me:

EXHIBIT "A"

PARCEL I

Description of the tract of land which is the subject of this report:

Beginning at a point, (marked by an iron pipe), on the North line of the parcel conveyed to Clyde J. Boyce, et ux, by deed recorded in Volume 365, Page 458, of Marion County, Oregon, Deed Records, which is 2.64 feet South 14° 40' West and 1076.23 feet South 89° 46' East from the Northwest corner of said Boyce tract; thence South 8° 03' West 184.05 feet to an iron pipe; thence South 56° 41' East 148.86 feet to an iron pipe; thence South 79° 12' East 79.07 feet to an iron pipe; thence North 55° 09' East 43.74 feet to an iron pipe; thence South 83° 26' East 227.77 feet to an iron pipe on the West line of Sunnyside Road; thence North 8° 04' East along said West line 280.08 feet to the iron pipe which marks the Northeast corner of said Boyce parcel; thence North 89° 46' West 477.80 feet to the place of beginning.

PARCEL II

Description of the tract of land which is the subject of this report:

Beginning at an iron pipe which is 2.64 feet South 14° 40' West and 823.73 feet South 89° 46' East from the Northeast corner of the J.R. Patterson Donation Land Claim in Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, said point of beginning being in the North line of that certain tract of land conveyed to Clyde J. Boyce and Lydia Boyce by deed recorded in Volume 365, Page 458, Marion County Deed Records; and running thence South 08° 04' West 425.63 feet to an iron pipe set in the South line of said Boyce tract, thence South 82° 11' East 723.48 feet, along said South line, to an iron pipe in the West line of Sunnyside Road; thence North 08° 04' East 241.31 feet along said West line to an iron pipe; thence North 83° 26' West 227.77 feet to an iron pipe; thence South 55° 09' West 43.74 feet to an iron pipe; thence North 79° 12' West 79.07 feet to an iron pipe; thence North 56° 41' West 148.86 feet to an iron pipe; thence North 08° 03' East 184.05 feet to an iron pipe set in the North line of said Boyce tract; thence North 89° 46' West 252.50 feet along said North line to the point of beginning.

STATE OF OREGON

County of Marion

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

REEL  
464

PAGE  
498

MAY 27 3 40 PM '66

ALAN H. DAVIDSON  
MARION COUNTY CLERK

BY JP DEPUTY

2100

MAY 27 1986

AMENDMENT TO ASSIGNMENT OF LEASE

On May 13th, 1986, SUNNYSIDE VENTURE I, a partnership, DONALD M. KILLEN and NITA R. KILLEN executed an Assignment of Lease whereby the above named assigned their interest in a certain Agreement For Lease and Option to purchase business assets (lease). The assignment was recorded on Reel #464, page #498 of the Real Property Records of Marion County, Oregon on May 27, 1986.

This amendment serves to modify the above Assignment of Lease at it regards the Standby Letter of Credit it secures. The Letter of Credit No. S-08016 in the amount of \$275,000 naming Washington Mortgage Corporation as beneficiary is dated May 20, 1986.

The date of the Letter of Credit is the only amendment to the original Assignment of Lease mentioned above.

DATED

6/13/86

SUNNYSIDE VENTURE I  
(a partnership)

By

Donald M. Killen, partner

By

Nita R. Killen, partner

By

Donald M. Killen, individually

By

Nita R. Killen, individually

After Recording Return To:

UNITED STATES NATIONAL BANK OF OREGON

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON )  
COUNTY OF Polk ) ss. June 13, 1986

Personally appeared the above-named Donald M. Killen and  
Nita R. Killen and acknowledged the foregoing instrument to  
be their voluntary act.

BEFORE ME:



Cindy Dale  
Notary Public for the State of Oregon  
My commission expires: 6/22/87

PARTNERSHIP ACKNOWLEDGEMENT

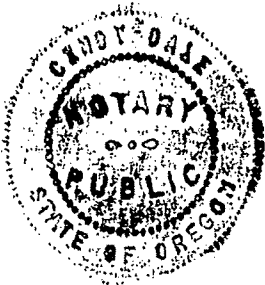
STATE OF OREGON )  
COUNTY OF Polk ) ss.

THIS CERTIFIES that on this 13th day of June, 19 86,  
personally appeared before me, the undersigned, a Notary Public in and for  
said County and State, the within named Donald M. Killen  
Nita R. Killen known to be the person<sup>s</sup> named in  
and who executed the foregoing instrument and who are known to me to  
be members of the partnership of Sunnyside Venture I  
acknowledged to me that they executed said instrument  
freely and voluntarily for the purposes and use therein mentioned, on behalf  
of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day  
and year last above written.

BEFORE ME:

Cindy Dale  
Notary Public for the State of Oregon  
commission expires: 6/22/87



STATE OF OREGON

County of Marion

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

JUN 23 1 07 PM '86  
ALAN H. DAVIDSON  
MARION COUNTY CLERK

After Recording Return to

RE-ASSIGNMENT OF LEASES

For valuable consideration, UNITED STATES NATIONAL BANK OF OREGON (hereinafter "Bank") without recourse, and without express or implied warranty or covenants of any kind hereby sells, transfers and re-assigns to Donald M & Nita R Killen and Sunnyside Venture I all of the Bank's right, title and interest in that certain lease dated March 9, 1984 between Donald M & Nita R Killen and Sunnyside Venture I as Lessor and Sunny Glen Properties as Lessee which Lessor's interest was assigned as collateral security to Bank by that certain assignment dated March 13, 1986, recorded on May 27, 1986 in Marion County Records, state of Oregon under Book Reel 464, Page 498, Instrument No.

In witness whereof, Bank has caused this instrument to be executed this 30th day of July, 1991.

UNITED STATES NATIONAL BANK OF OREGON

BY: [Signature]  
Vice President Title

STATE OF OREGON )  
County of ) ss.

On this 30th day of July, 1991, before me, a notary public in and for said county and state, personally appeared Wagdy Des Rochers, to me known to be the Vice President of the within-named corporation that executed the foregoing instrument, and acknowledged said instrument to be the free act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Notary Public for Oregon  
My Commission Expires: 1/25/93

AUG 2 1991

AUG 2 1991

STATE OF OREGON

County of Marion

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

Fee \$ 35-  
Hand Returned ☐

REEL  
873

PAGE  
289

AUG 2 1 51 PM '91  
ALAN H. DAVIDSON  
MARION COUNTY CLERK  
BY HD DEPUTY