

CITY OF SALEM PUBLIC WORKS OPERATIONS BUILDING

SITE PLAN REVIEW APPLICATION 1457 23RD ST. SE

51 - DEEDS

16 PAGE 43670 -REEL 4 in consideration of TWELVE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 - - - - -Dollars. to _____ US _____ paid by the Granics ____ herein, do _____ hereby grant, bargain, sell and coursy unto CITY OF SALEM, a Municipal corporation Grantee.... the following described real property, situate in the County of Marion Beginning in the center of Oxford Street, a t a point which is 287.45 feet South 89° 41 and State of Oregon, to-wilt: East from the Southeast corner of Block 3. Lafky's Addition to Salem, in Marion County, Oregon. (See Volume 12, Page 38, Record of Town Plats for said County and State): thence North 0° 33' West 182.71 feet to the South line of a tract of land conveyed to Robert B. Ramage and Mildred D. Ramage, husband and wife, by deed recorded in Volume 290, Page 335, Deed Records for Marion County, Oregon thence North 89% 30' East along the South line of said Ramage Tract, 60 feet thence South 0° 33' East 213.62 feet to the center line of said Oxford Street: thence North 89° 41' West 60 feet: thence North 0° 33' West 30 feet to the place of beginning. SAVE AND EXCEPT the Southerly 30 feet thereof, which is reserved for a public street. To Have and to Hold the granted premises unto the said Grantee , It's ... Heirs and Assigns forever. And the Grantor...... do es covenant that he is lawfully seized in see simple of the above granted remises free from all encumbrances,.... and that he will and his heirs, executors and administrators, shall warrant and forever defend the granted premises, against the lawful claims and demands of all person Witness MY inand and seal this 24.00 day of 1 except as above stated. (SEAL) (SEAL) (SEAL) STATE OF OREGON MARION \$5. STATE OF OREGON County of County of .--I certify that the within instrument was received for record on __NOV_14_1974 , and was recorded 1106 o'clock PM sonally appeared the above named Record of Page __ 1.6. in 🖬 Deeds of said county. T. HAROLD TOMLINSON, County Clerk Recorder of Conveyances and acknowledged the foregoing instrument to be. voluntary act and deed hls Deputy Refo 1 1 1 Notary Public for Oregon My Commission Expires 6-8 WARRANTY DEED wind as a country by WILLAWETTE VALLEY TITLE CO. AD 15710

1044 K. 111 - WARLANTY BELO (16. 14. (19. 24.)

1-1-74

EEL 124 ivr1450

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That the Church of Cod of Prophecy of Oregon, Inc., an Oregon Corporation

hereinalter called the grantor, for the consideration hereinalter stated, to grantor paid by the City of Salea, Oregon, a municipal Corporation the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Marion and State of Oregon, described as follows, to wit:

Beginning at a point on the East line of South 20th Street, in Salen, Marion County, Oregon, which point is South 89° 41' East 60 feet and North 0° 33' West 60 feet from the Southeast corner of Block 3, Lafky's Addition to Salem, in said county; thence North 0° 33' West 119.56 feet to the Southwest corner of premises conveyed to the City of Salem, a municipal corporation, by deed recorded in Volume 411, Page 633, Deed Records for said county; thence North 89° 27' East 107.45 feet; thence South 0° 33' East 120,95 feet to a point that is North 0° 33' Mest 90 feet from the center line of Oxford Street; thence North 89° 41' West 107.45 feet to the place of beginning.

ALSO Beginning at a point which is 30 feet south 0° 33' east and 60 feet south 89° 41' east from the southeast corner of Block 3 of Lafky's Addition to Salen, in Marion County, Oregon; thence north 0° 33' west, 90.00 feet; thence south 89° 41' east, 107.45 feet; thence south 0° 33' cast, 90.0 feet; thence north 89° 41' west, 107.45 feet to the place of beginning, being situated in the Jares Davidson Donation Land Claim in Township 7 south, Range 3 west of the Willamette Meridian in Marion County, Oregon.

14135 REL 124 W/14 OF SPACE DISOLDCIENT, CONTINUE DISCRIPTION OF INVESTIBILIS OF To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns lorever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seleed in fee simple of the above granted premises, free from all encumbrances subject to the existence of a public street over and along the Southerly 30 feet of the herein described premises and the 1977-1978 taxes. and that grantor will warrant and lorever detend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 61,000.00 CHowever, the actual consideration consists of or includes other property or value given or promised which is the bids for the consideration (indicate which).© (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.) In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equaily to corporations and to individuals. 1978 : In Witness Whereof, the grantor has executed this instrument this 15/16 dayof Hay if a corporate grantor, it has caused its name to be signed and seal allived by its officers, duly authorized thereto by order of its board of directors. Church of God of Arophecy of Oregon, Inc. (if executed by a corporation, affix corporate corp Sede ? 70145 Marton Drugling EGON, County of TE OF STATE OF OREGON. 19.78 <u>Aley 16</u> County of Marion Fersonally appeared POBERT D. PKEand , 19. 78 each for himself and not one for the other, did say that the former is the Personally appeared the above named president and that the latter is the CREASURE musley of Till CINERI CREASURE secretary of .1111 and that the seal allier to the loregoing instrument in the of said corporation and that said instrument was wighed as half of said corporation by authority of its board of direct them geknowledged said instrument to be its voluntary ac a corporation. and acknowledged the locegoing instrurecyato voluntary act and deed. ient to be Belore ne: Belore nie: A LOFFICIAL SEAL) Konner W-Murphy Notary Public for Oregon Notary Public for Oregon My commission expires: My commission expires: 7-7-80 STATE OF OREGON, County of Marian On this ...day ol.. belore me appeared CIIVC and. both to me personally known, who being duly sworn, did say that he, the said 11100 is the President, and he, the said of Church of God of Prophecy of Ongon, The je the Socialary the within named Corporation, and that the seal allixed to said instrument is the corporate seal of said Corpora-acknowledges said instrument to be the free ect and deed of said Corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and allixed my official seal the day and year last above written. 0) 0 My Commission expires _____ 2.2





	18974 WARRANTY DEE (Statutory Form)	D REEL 290	PAGE 1429
RANTOR: GEORGE I. JOHNSTON	and J. RUTH JOHNSTON, husba	nd and wife	
	CONVEYS AND WARRANTS TO)	
ANTEE: CITY OF SALEM, OREG	CON		
following described real property fr PARCEL 1	ree of encumbrances except as specific	ally set forth herein:	
Beginning at a point Shetman R. Barry and Deed Records for Mari feet South 00° 34' Ea the City of Salem, Ma along said West line thereof; thence South 180.84 feet to the So the East line of said opposite the point of	in the West line of that cer Bernice Barry, by deed recor on County, Oregon, said poin st from the Northeast corner rion County, Oregon; and run 240.89 feet, more or less, t 89° 54' East along the Soutl utheast corner thereof; them Barry Tract 240.89 feet, moi beginning; thence North 89° act 180.84 feet to the point	ded in Volume 521, Pa t of beginning being of Turner Road Addit ning thence South 00° o the Southwest corne in line of said Barry te North 00° 34' West e or less, to a point	ge 269, 991.67 ion to 34' East r fract along
Beginning at the South Corporation, by deed Records for Marion Con from the intersection line of Mission Street running the South 0° 5 218.12 feet, more or 1 Haven Addition; thence line of New Haven Addi North line; thence Nor 180.84 feet to the poi	hwest corner of a tract of 1 recorded May 12, 1971, in Vol unty, Oregon, which point is of the East line of Turner F t, in the City of Salem, Mari 50' East along the East line less, to a point 240.89 feet e North 89° 50' 00" East 180. ition to a point North 0° 50' th 0° 50' 00" West 218.12 fe int of beginning.	ume 702, Page 839, De South 0° 50' East 77 oad Addition with the on County, Oregon; ar of said Turner Road A from the North line o 84 feet parallel to t	ed 55 feet South d ddition f New he North
true and actual consideration for this grantor is a corporation, this has been d.	is transfer is \$142,500.00 en signed by authority of the Board of	Directors, with the seal of sa	id corporation
ATED: August 8, 1980	GRANTOR:	11 4-1	
ohn O Angralia ohn Ingraham General Servic	ces	George I. Johnston	
change is requested, all tax statements shall y QR'Saleri''''''''''''''''''''''''''''''''''''		·	
Action 1950	State of Oregon, Counts of Date:	, .	
Johnston & J. Ruth J	Personally appeared Johnston sucorn, stated that he is the		, who being of grantor
DEP THE ALL AND	corporation and that the scal aff voluntarily signed and scaled in t Directors. Before me:	ixed hereto is its seal and that this ehalf of the corporation by authority	instrument was of its Board of
stery Public for Proper	Notary Public for Oregon My commission expires:		
WARRANTY DEED		STATE OF ORECON, County of	
WARRANTY DEED	ALEM	STATE OF OREGON, County of I certify that the within inst ceived for record on the	
JOHNSTON TO CITY OF S	DON'T USE THIS	I certify that the within inst ceived for record on the , 19	, m. rument was re- day of o'clock
JOHNSTON TO CITY OF S AFTER RECORDING RETURN TO City of Salem, Dept. of Comm.	(DON'T USE THIS SPACE: RESERVED FOR RECORDING	I certify that the within inst celved for record on the . 19 M. and recorded in book	day of o'clock on page
JOHNSTON TO CITY OF S After RECORDING RETURN TO City of Salem, Dept.ofCorm. Civic Center, 555 Liberty Salem.Oregon 97301	IDON'T USE THIS SPACE: RESERVED DEV. LABEL IN COUN. St SE TIES WHERE	I certify that the weight into ceived for record on the - 10 M. and recorded in book Witness my hand and sail of Co	day of o'clock on page wanty atflard.
JOHNSTON TO CITY OF S AFTER RECORDING RETURN TO City of Salem, Dept. of Comm. Civic Center, 555 Liberty Salem, Oregon 97301 Act	CONT USE THIS SPACE RESERVED Dev. LASEL IN COUN. St SE THIS WHER Copfed for recording:	I certify that the within inst celved for record on the . 19 M. and recorded in book	day of o'clock on page wanty atflard.
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JOHNSTON TO CITY OF S AFTER RECORDING RETURN TO City of Salem, Dept. of Comm. Civic Center, 555 Liberty Salem, Oregon 97301 Act	CONT USE THIS SPACE RESERVED Dev. LASEL IN COUN. St SE THIS WHER Copfed for recording:	I certify that the weight into celevel for record on the - 10 M. and recorded in book Witness my hand and sail of Co	day of o'clock cn page renty afflard.
JOHNSTON TO CITY OF S AFTER RECORDING RETURN TO City of Salem, Dept. of Comm. Civic Center, 555 Liberty Salem, Oregon 97301 Act	CONT USE THIS SPACE RESERVED Dev. LASEL IN COUN. St SE THIS WHER Copfed for recording:	I certify that the weight into celevel for record on the - 10 M. and recorded in book Witness my hand and sail of Co	day of o'clock cn page renty afflard.
JOHNSTON TO CITY OF S AFTER RECORDING RETURN TO City of Salem, Dept. of Comm. Civic Center, 555 Liberty Salem, Oregon 97301 Act	CONT USE THIS SPACE RESERVED Dev. LASEL IN COUN. St SE THIS WHER Copfed for recording:	I certify that the weight into celevel for record on the - 10 M. and recorded in book Witness my hand and sail of Co	day of o'clock cn page renty afflard.
JOHNSTON TO CITY OF S AFTER RECORDING RETURN TO City of Salem, Dept. of Comm. Civic Center, 555 Liberty Salem, Oregon 97301 Act	CONT USE THIS SPACE RESERVED Dev. LASEL IN COUN. St SE THIS WHER Copfed for recording:	I certify that the weight into celevel for record on the - 10 M. and recorded in book Witness my hand and sail of Co	day of o'clock cn page renty afflard.

ст. 1. 1. н. 3			Reel Page 2664 444
	1 2	STATE OF OREGON Marion County Circuit Courts MAY 3 1 2006	Reel Page 2664 444 AHION COUNTEGON MAY 2 6 2006 FILED
	3	ENTERED	
	5	IN THE CIRCUIT COURT (OF THE STATE OF OREGON
	6	FOR THE COUR	NTY OF MARION
	7	CITY OF SALEM, OREGON, an Oregon } municipal corporation }	CASE No. 05C22120
	9	PLAINTIFF, }	Case No. 05C22139 GENERAL JUDGMENT
1	10	v. MISSION STREET SELF STORAGE,	
		LLC, an Oregon limited liability company; } LEROY L. LAACK AND JEAN } RAYMONDA LAACK FAMILY TRUST; }	
	13	THE RAWLINS FAMILY TRUST; } ROGER C. VASEND; F.J. VASEND; }	
1	14	AMERICAN TOWER, L.P., a Delaware } limited partnership; VERIZON } WIRELESS (VAW), LLC, a Delaware }	
	15	limited liabiilty company, doing business } as Verizon Wireless; and UMPQUA } BANK,	
	7	DEFENDANTS.	
۰. b ¹	8		
DEPT An 20	9	THIS MATTER came before the Cou	rt on the stipulation of the City of Salem and
2	:0	Mission Street Self-Storage, LLC, that the parties have reached an agreement as to the	
× 5 6 7 2	1	settlement of all claims between the parties, and the Court being fully advised,	
SALEN SALEN BERTU	2	IT IS ADJUDGED that the just compensation due to the defendants on account of the	
		condemnation in this action is \$1,135,000.	
iordon Hanna, P.C.			
ttorney at Law 24 42 Church St. SE alem OR 97301 H: (503) 585-3408 26			
X: (503) 375-2649 hanna@gordonhanna.com		Page 1 GENERAL JUDGMENT	

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1	IT IS FURTHER ADJUDGED that the following described property (the "Property")
2	is hereby condemned and appropriated to the City of Salem, Oregon being a tract of land
3	located in the Northeast quarter of Section 35, Township 7 South, Range 3 West of the
4	Willamette Meridian, City of Salem, Marion County, Oregon; and being more particularly
5	described as follows:
6	g Britis
7	Deed Records for Marion County, Oregon; said corner being South 2°20'24" West 745.88 feet from the Southeast corner of Lot 1, Block 1 of Turner Road Addition to
8	Salem, as filed in Book 12, Page 6, Town Plats, for Marion County, Oregon, said point also being 1.00 feet North 86°59'46" West of an offset iron rod set by and depicted in County Survey No. 36605, Survey Records, Marion County, Oregon;
9	
10	thence North 2°20'24" East along the west boundary of said parcel 350.98 feet to an iron rod;
11	thence South 86°59'27" East, along the south boundary of that tract of land described
12	in Reel 2420 Page 275, Deed Records for said county, a distance of 180.88 feet to an iron rod at the southeast corner of said tract;
13	thence South 86°59'27" East a distance of 104.13 feet to an iron rod the west boundary
. 14	of that tract of land described in Reel 1964, page 330, Deed Records for Marion County, Oregon;
15	thence South 6°38'03" West, along the westerly boundary of said tract, a distance of 76.84 feet to an iron pipe and angle point in said westerly boundary;
16	thence South 02°14'41" East, continuing along said westerly boundary, a distance of
17	721.07 feet to an iron rod on the north boundary of the Amended Plat of New Haven, as filed in Book 16, Page 24, Town Plats for Marion County, Oregon;
18	thence North 86°58'07" West, along said north boundary, a distance of 99.72 feet to
19	an iron rod at the southeast corner of that tract described in Reel 290 Page 1429;
20	thence North 2°20'38" East, along the east boundary of said tract, a distance of 446.72 feet to an iron rod at the northeast corner thereof;
21	thence North 86°50'46" West along the north hour dama for it is a strike to the
22	thence North 86°59'46" West, along the north boundary of said tract, a distance of 180.77 feet to the point of beginning.
23	Containing an area of 3.28 acres, more or less.
24	
iordon Hanna, P.C. Attorney at Law 25	
42 Church St. SE alem OR 97301 'H: (503) 585-3408 26	
X: (503) 375-2649 hanna@gordonhanna.com	Page 2 GENERAL JUDGMENT

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1	Bearings used herein are Oregon State plane grid bearings (north zone).
2	TOGETHER WITH , an easement for road and utilities over and upon the west 25
3	feet of that property described in Reel 2333, Page 213, Deed Records for Marion County, Oregon.
4	SUBJECT TO , a 10' private sanitary sewer line described in that document recorded in Volume 525, page 434, Deed Records for Marion County, Oregon.
5	
6	SUBJECT TO , a lease agreement for American Tower Management described in Reel 1745, page 413, as amended by that certain Amended Memorandum of Lease recorded at Reel 2335, Page 127, Deed Records for Marion County, Oregon.
7	
8	SUBJECT TO , a Tower Lease Agreement from American Tower, L.P., a Delaware limited partnership to Verizon Wireless LLC, described in Reel 1975, page 469, Deed Records for Marion County, Oregon.
9	SUBJECT TO, a 10-foot wide sewer easement, and being more particularly described
10	as follows:
11	Beginning at the iron rod that is at the Northwest corner of that tract of land that is described in Reel 2333, Page 213, Deed Records for Marion County, Oregon, said iron
12	rod also being depicted on CS 36605, Survey Records for said county, said iron rod also being 394.86 feet South 2°20'24" West from the Southeast corner of Lot 1, Block 1 of
13 14	Turner Road Addition to Salem, as filed in Book 12, Page 6, Town Plats, Marion County, Oregon; and running,
15	thence South 86°59'27" East along the south boundary of that tract land described in Reel 2420, Page 275, Deed Records for Marion County, a distance of 180.88 feet to an iron rod depicted in said survey;
16	
17	thence South 86°59'27" East a distance of 10 feet to a point;
18	thence South 2°20'24" West a distance of 10 feet to a point;
19	thence North 86°59'27" West, 10 feet from and parallel to said south boundary, 190.88 feet to the west boundary of said tract of land;
20	thence North 2°20'24" East 10 feet to the point of beginning.
21	IT IS FURTHER ADJUDGED that no attorney fees, appraiser's fees, interest or other
22	costs is awarded to any of the parties.
23	
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Fordon Hatuta, P.C. Attorney at Law 25	
42 Church St. SE Salem OR 97301 H: (503) 585-3408 26	
X: (503) 375-2649 hanna@gordonhanna.com	Page 3 GENERAL JUDGMENT

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IIT IS FURTHER ADJUDGED that defendants Mission Street Self Storage, LLC, waive2the right of repurchase.

3 IT IS FURTHER ADJUDGED that upon deposit of the compensation listed above with 4 the Court, this judgment shall be effective to convey the Property, and the right of possession 5 thereof, to Plaintiff subject to the leasehold rights of AMERICAN TOWER MANAGEMENT, 6 LLC, a Delaware limited partnership; VERIZON WIRELESS (VAW), LLC, a Delaware limited 7 liability company, doing business as Verizon Wireless. Notwithstanding any provision of the 8 lease under which AMERICAN TOWER MANAGEMENT, LLC. and VERIZON WIRELESS 9 (VAW), LLC, have rights of possession, this condemnation action shall not terminate or 10 otherwise affect their lease rights. Except as provided in the leases, however, AMERICAN 11 TOWER MANAGEMENT, LLC and VERIZON WIRELESS (VAW), LLC have no further 12 interest in Property. The plaintiff shall be entitled to all rights of the Landlord under the lease 13 with AMERICAN TOWER MANAGEMENT, LLC and neither AMERICAN TOWER 14 MANAGEMENT, LLC nor VERIZON WIRELESS (VAW), LLC shall be entitled to any of the 15 condemnation award provided for herein;

16 IT IS FURTHER ORDERED that ROGER C. VASEND and F.J. VASEND have
17 disclaimed any interest in the Property, they are hereby dismissed from this action;

IT IS FURTHER ORDERED that \$202,176 be held pending the resolution of any claims
 between Defendants MISSION STREET SELF STORAGE and LEROY L. LAACK AND JEAN
 RAYMONDA LAACK FAMILY TRUST and the RAWLINS FAMILY TRUST.

IT IS FURTHER ORDERED that all claims by the LEROY L. LAACK AND JEAN
RAYMONDA LAACK FAMILY TRUST and the RAWLINS FAMILY TRUST against the

iordon Hanna, P.C. ttorney at Law 25 42 Church St. SE alem OR 97301 H: (503) 585-3408 X: (503) 375-2649 hanna@gordonhanna.com

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GENERAL JUDGMENT

CITY OF SALEM arising from this condemnation or any interest they, or either of them, have
 or claim against the Property shall be asserted solely against the \$202,176 to be held herein;

3 IT IS FURTHER ORDERED that the only parties asserting a claim against the condemnation award are MISSION STREET SELF-STORAGE, LLC and LEROY L. LAACK 4 5 AND JEAN RAYMONDA LAACK FAMILY TRUST and the RAWLINS FAMILY TRUST, 6 and the Court finds that there is currently pending an action in the Circuit Court of the State of 7 Oregon for Marion County, Case No. 05C-13199, between those parties to determine what 8 interest, if any, is held by the LEROY L. LAACK AND JEAN RAYMONDA LAACK FAMILY 9 TRUST and the RAWLINS FAMILY TRUST in the Property being condemned, and for the 10 purposes of that legal action the funds being paid by the Plaintiff herein shall be the equivalent 11 of the Property;

IT IS FURTHER ORDERED that it would be more efficient to allow the parties making
claim to the funds to do so in Case No. 05C-13199 rather than initiate an apportionment
proceeding herein;

IT IS FURTHER ORDERED that the sum of \$202,176 being held by the Court in this
matter shall be transferred and henceforth be held in Case No. 05C-13199 pending the
determination of what interest, if any, the Leroy L. Laack and Jean Raymonda Laack Family
Trust and the Rawlins Family Trust had in the Property being condemned or funds being paid
by the condemnor;

IT IS FURTHER ORDERED that nothing in this Order, and no proceeding in this action,
shall be deemed to have affected the right of any party in Case No. 05C-13199 and all of their
rights, if any, that existed prior to entry of this order shall continue, except that the funds paid

iordon Hanna, P.C. sttomey at Law 25 42 Church St. SE ialem OR 97301 H: (503) 585-3408 26 X: (503) 375-2649 hanna@gordonhanna.com

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Page 5

GENERAL JUDGMENT

1 herein shall be substituted for the Property;

IT IS FURTHER ORDERED that Umpqua Bank, NA has a prior and subsisting first lien
upon the property subject to condemnation in the approximate amount of \$155,000. The Clerk
shall release \$160,000 to Umpqua Bank forthwith from the proceeds of the condemnation award.
In the event this overpays the balance due to Umpqua Bank, the Bank shall remit any
overpayment directly to Mission Street Self-Storage, Inc. Umpqua Bank, NA's trust deed,
recorded June 1, 2004, at Reel 2333, Page 214, Microfilm Records of Marion County, Oregon
secured against the Property shall thereafter be null and void.

9 IT IS FURTHER ORDERED that all funds except those transferred to Case No. 05C10 13199 and paid to Umpqua Bank shall be released to Defendant MISSION STREET SELF11 STORAGE, in care of Gordon Hanna, P.C., 242 Church Street SE, Salem, Oregon 97301.

day of May, 2006. DATED this 2 scomb.

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Page 6

Gordon Hanna, P.C.

PH: (503) 585-3408 FX: (503) 375-2649

ghanna@gordonhanna.com

Attorney at Law 242 Church St. SE Salem OR 97301 GORDON HANNA, P.C.

Bv

Kordon Hanna, OSB 78237 Attorney for Defendant Mission Street Self-Storage





1	CERTIFICATE OF SERVICE/MAILING
2	I, Gordon Hanna, hereby certify that I am the attorney for Defendant Mission Street Self- Storage in the above matter and that I served the foregoing General Judgment by mailing a certified true copy thereof to:
4	Aaron D. Felton, OSB #94303
5	Assistant City Attorney/Trial Attorney City of Salem
	555 Liberty St. SE, Rm #205
6	Salem, OR 97301
7	Attorney for Plaintiff
8	Hunter Emerick
9	Saalfeld Griggs PC 250 Church St. SE, Ste #300
10	Salem, OR 97308
11	of Attorneys for Defendant American Tower
12	Christopher Koback
	Davis Wright Tremaine LLP 1300 SW 5 th Ave., Ste #2300
13	Portland, OR 97201
14	of Attorneys for Defendant Verizon Wireless
15	Terrence Kay 3155 Piver Pd S. Sto #150
16	3155 River Rd. S, Ste #150 Salem, OR 97302
17	Attorney for Defendants Laack and Rawlins
18	on this Zoday of May, 2006.
19	(All hand and hand a second se
20	Gordon Hanna, OSB #78237
21	Attorney for Attorney for Defendant Mission Street Self Storage
22	
23	
24	
ordon Hanna, P.C. ttorney at Law 25	
-2 Church St. SE ilem OR 97301 1: (503) 585-3408 26	
(: (503) 375-2649 anna@gordonhanna.com	Page 8 GENERAL JUDGMENT





STATE OF OREGON } **\$\$**

Courty of Marion J The foregoing copy has been compared and is certified by me as a full, true and correct copy of the original on file in my office and in my custody. In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Court on: Court on: ______ COURT ADMINISTRATOR

REEL:2664

PAGE: 444

June 22, 2006, 09:12 am.

CONTROL #: 170317

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: \$ 76.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.

After Recording Send To: City of Salem 350 Commercial Street NE Salem, OR 97301-3412

Until a Change is Requested, Send All Tax Statements To: Same

PROPERTY LINE ADJUSTMENT DEED

Barnes-Mission Street LLC, an Oregon limited liability company, Grantor, conveys and warrants to the City of Salem, an Oregon municipal corporation, Grantee, its heirs and assigns, the following described portion of certain real property owned by Grantor, and more particularly described on Exhibit "A," which is attached hereto and by this reference incorporated herein.

Subject to and excepting:

All encumbrances of record.

The true and actual consideration is THREE HUNDRED FIFTY THOUSAND THREE HUNDRED FIFTY and NO/100 DOLLARS (\$350,350.00)

The information required by ORS 92.190(4) is as follows:

- 1. The names of the parties to this deed are as set forth above.
- 2. The description of the adjusted line is as follows:

Beginning at a point on the North boundary line of Amended Plat of New Haven marking the Southwest corner of Parcel 1 as described in Reel 1964, Page 330, Deed Records for Marion County Oregon, which point bears South 89°51'55" West 600.97 feet from the Northeast corner of said Amended Plat of NEW HAVEN and being situated in the Northeast Quarter of Section 35, Township 7 South, Range 3 West of the Willamette Meridian in the City of Salem, Marion County, Oregon;

-1-PROPERTY LINE ADJUSTMENT DEED

thence North 89°51'55" East along said North boundary line a distance of 145.67 feet to the TRUE POINT OF BEGINNING;

thence North $00^{\circ}35'03''$ West 9.62 feet; thence northwesterly along the arc of a 227.50 foot radius curve to the left (the chord of which bears North 24°57'04'' West 187.72 feet) a distance of 193.50 feet;

thence northwesterly along the arc of a 272.50 foot radius curve to the right (the chord of which bears North 36°50'12" West 117.79 feet) a distance of 118.72 feet to the West line of said Parcel I; and terminus of the adjusted property line.

This line description contains no area.

3. The deed whereby Grantor acquired title to the property is recorded in the Deed Records for Marion County, Oregon as Reel 2917 Page 370 on February 11, 2008.

4. The deed whereby Grantee acquired title to the property to which the transferred property is joined is recorded in the Deed Records for Marion County, Oregon, as Reel 2664 Page 444 on June 22nd, 2006.

5. The survey and monumentation, as required by ORS 92.060 and ORS 209.250, were done by Clarence E. Barker PLS, and will be filed with the Marion County Surveyor upon recording of this deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

-2-PROPERTY LINE ADJUSTMENT DEED

, ·

DATED this 14 day of February, 2008.
GRANTOR
STATE OF OREGON,
) ss: County of Marion)
On this <u>14</u> day of <u>February</u> , 2008, before me personally appeared <u>acknowledged that he executed the foregoing instrument freely and voluntarily.</u>
NOTARY PUBLIC FOR OREGON
OFFICIAL SEAL PHYLLIS J ZELLER NOTARY PUBLIC - OREGON COMMISSION NO 380513 MY COMMISSION EXPIRES MAY 16, 2008

-3-PROPERTY LINE ADJUSTMENT DEED -

ACCEPTANCE

The undersigned Grantee(s) hereby accept(s) this property line adjustment deed and signs this acceptance in accordance with ORS 92.190(4).

GRANTEE: City of Salem, Oregon

De. By As its: Cut A Wranger Proten

STATE OF OREGON,

)) ss:

)

County of Marion

On this <u>29</u> day of <u>February</u>, 2008, before me personally appeared <u>ANORY</u> as <u>City Manager Rolem</u>, of the City of Salem, Oregon and acknowledged that she executed the foregoing instrument freely and voluntarily.



NOTARY PUBLIC FOR OREGON My Commission Expires: 9116

APPROVED AS TO FORM: By:

City Attorney

S:\Acquisitions\2310 Mission St\Barnes-Mission PLA Deed2 (revised dba.wpd

and the second second

-4-PROPERTY LINE ADJUSTMENT DEED

Exhibit "A"

Beginning at a point on the North boundary line of Amended Plat of NEW HAVEN marking the Southwest corner of Parcel 1 as described in Reel 1964, Page 330, Deed Records for Marion County, Oregon, which point bears South 89°51'55" West 600.97 feet from the Northeast corner of said Amended Plat of NEW HAVEN and being situated in the Northeast Quarter of Section 35, Township 7 South, Range 3 West of the Willamette Meridian in the City of Salem, Marion County, Oregon;

thence North 00°53'08" West along the West line of said Parcel 1, a distance of 274.46 feet; thence southeasterly along the arc of a 272.50 foot radius curve to the left (the chord of which bears South 36°50'12" East 117.79 feet) a distance of 118.72 feet;

thence southeasterly along the arc of a 227.50 foot radius curve to the right (the chord of which bears South 24°57'04" East 187.72 feet) a distance of 193.50 feet;

thence South 00°35'03" East 9.62 feet to the North boundary line of said Amended Plat of NEW HAVEN;

thence South 89°51'55" West along said North boundary line, a distance of 145.67 feet to the Point of Beginning.

C:\Documents and Settings\Owner\My Documents\Wordperfect\Deeds\Property Line Adjustment Deed-Barnes, Joe-11-14-07.wpd

REEL:2926

PAGE: 38

March 04, 2008, 10:56 am.

CONTROL #: 217953

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: \$ 46.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.

After Recording Send To: VIA CITY OF SALEM Barnes-Mission Street LLC, an Oregon Limited Liability Company 3110 25th Street SE Salem, OR 97302

Until a Change is Requested, Send All Tax Statements To: Same

Requested By: BLW 02/04/2020

PROPERTY LINE ADJUSTMENT DEED

Barnes-Mission Street LLC, an Oregon limited liability company, Grantor, conveys and warrants to Barnes-Mission Street LLC, an Oregon limited liability company, Grantee, its heirs and assigns, the following described portion of certain real property owned by Grantor, and more particularly described on Exhibit "A," which is attached hereto and by this reference incorporated herein.

Subject to and excepting:

All encumbrances of record.

The true and actual consideration is no money but other valuable consideration.

The information required by ORS 92.190(4) is as follows:

1. The names of the parties to this deed are as set forth above.

2. The description of the adjusted line is as follows:

Beginning at a point on the North boundary line of Amended Plat of New Haven marking the Southwest corner of Parcel 1 as described in Reel 1964, Page 330, Deed Records for Marion County Oregon, which point bears South 89°51'55" West 600.97 feet from the Northeast corner of said Amended Plat of NEW HAVEN and being situated in the Northeast Quarter of

-1-PROPERTY LINE ADJUSTMENT DEED

1

L

Section 35, Township 7 South, Range 3 West of the Willamette Meridian in the City of Salem, Marion County, Oregon;

thence North 89°51'55" East along said North boundary line a distance of 145.67 feet to the TRUE POINT OF BEGINNING;

thence North 00°35'03" West 9.62 feet;

thence northwesterly along the arc of a 227.50 foot radius curve to the left (the chord of which bears North $19^{\circ}14'56''$ West 145.61 feet) a distance of 148.22 feet to the East line of said Parcel 1;

thence North 00°47'00" West along said East line a distance of 841.15 feet to the southerly right-of-way line of Mission Street and being the terminus of the adjusted property line.

This description contains no area.

3. The deed whereby Grantor acquired title to the property is recorded in the Deed Records for Marion County, Oregon as Reel 2792 Page 374 on March 30th, 2007.

4. The deed whereby Grantee acquired title to the property to which the transferred property is joined is recorded in the Deed Records for Marion County, Oregon, as Reel 2792 Page 374 on March 30th, 2007.

5. The survey and monumentation, as required by ORS 92.060 and ORS 209.250, were done by Clarence E. Barker PLS, and will be filed with the Marion County Surveyor upon recording of this deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

-2-PROPERTY LINE ADJUSTMENT DEED

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DATED this il day of February 7,2008		
fre Et		
GRANTOR		
STATE OF OREGON,)		
) ss: County of Marion)		
JOE V. GARNERON this 1/ th day of <u>February</u> , 2008, before me personally appeared <u>Organizer</u> of Barnes-Mission Street LLC and		
acknowledged that he as <u>Organizer</u> of Barnes-Mission Street LLC, and		
acknowledged that he executed the foregoing instrument freely and voluntarily.		

NOTARY PUBLIC FOR OREGON My Commission Expires: 1444 14



-3-PROPERTY LINE ADJUSTMENT DEED

1) i

ACCEPTANCE

The undersigned Grantee(s) hereby accept(s) thi acceptance in accordance with ORS 92.190(4).	is property line adjustment deed and signs this
	GRANTEE GRANTEE
STATE OF OREGON,)	
) ss: County of Marion)	
On this <u>II</u> day of <u>FEBRUARY</u> <u>JOE V. BARNES</u> as <u>DRHANIZER</u> acknowledged that he executed the foregoing ins	, 2008, before me personally appeared of Barnes-Mission Street LLC, and trument freely and voluntarily. MMM//////////////////////////////////
	OFFICIAL SEAL BRETT MATTSON NOTARY PUBLIC - OREGON COMMISSION NO. 414882 MY COMMISSION EXPRES MAR. 4, 2011

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-4-PROPERTY LINE ADJUSTMENT DEED

Exhibit "A"

Beginning at a point on the North boundary line of Amended Plat of NEW HAVEN marking the Southeast corner of Parcel 1 as described in Reel 1964, Page 330, Deed Records for Marion County, Oregon, which point bears South 89°51'55" West 501.40 feet from the Northeast corner of said Amended Plat of NEW HAVEN and being situated in the Northeast Quarter of Section 35, Township 7 South, Range 3 West of the Willamette Meridian in the City of Salem, Marion County, Oregon;

thence North 00°47'00" West along the East line of said Parcel 1, a distance of 147.21 feet; thence southeasterly along the arc of a 227.50 foot radius curve to the right (the chord of which bears South 19°14'56" East 145.61 feet) a distance of 148.22 feet;

thence South 00°35'03" East 9.62 feet to the North boundary line of said Amended Plat of NEW HAVEN;

thence South 89°51'55" West along said North boundary line, a distance of 46.09 feet to the Point of Beginning.

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REEL:2917

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PAGE: 370

February 11, 2008, 11:30 am.

CONTROL #: 216229

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: \$ 46.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.

WARRANTY DEED

Barnes-Mission Street LLC, an Oregon limited liability company, hereinafter called Grantor, conveys and warrants to the CITY OF SALEM, an Oregon municipal corporation, organized and existing under and by virtue of the laws of the State of Oregon, hereinafter called Grantee, all that real property situated in Marion County, State of Oregon, described as follows:

See Exhibit A attached and as shown on Exhibit B attached.

Requested By: BLW 02/04/2020

and covenants that Grantor is the owner of the above-described property free of all encumbrances

and will warrant and defend the same against all persons who may lawfully claim the same, except

The true and actual consideration for this transfer is no money, but for other valuable consideration.

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE PROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THA APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352." Dated this _ 19+4_

day of May

STATE OF OREGON

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County of Marion

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Send tax statements

2010

Barnes-Mission Street LLC, an Oregon limited liability company.

ROW TAKE (2008) R

Reel

2937

Page

12

By:

Bo Rushing-Barnes, Member of Multi-Holdings, LLC, an Oregon limited liability company, Managing Member

Room This instrument was acknowledged before me on _____ -3503 Finance Department 555 Liberty Street SE, Bo Rushing-Barnes Member of Multi Holdings, LLC, an Oregon limited liability company as , 2008, by Managing Member of Barnes-Mission Street LLC, an Oregon limited liability company. Salem OR 97301

Notary Public-State of Oregon

My commission expires: Apri ACCEPTED ON BEHALF OF THE CITY OF 205 SALEM BY: After recording, return to: OFFICIAL SEAL REBECCA L BARKER NOTARY PUBLIC - OREGON COMMISSION NO. 402112 MY COMMISSION EXPIRES APR. 7, 2010 Room 555 Liberty Street SE, Salem OR 97301-3503 Public Works Department PPROVED AS TO FORM: City Recorder By: Checked By: Project Number City Attorney 70 09 March 18, 2008 WARRANTY DEED - Page 1 of 2 nts and Settings/Owner/My Documents/Wordperfect/Deeds/Barnes-Mission LLC Warranty Deed-03-18-08.wpd

Exhibit "A"

Street Right-of-Way Dedication by Barnes-Mission Street LLC an Oregon limited liability company

Beginning at a point on the North boundary line of Amended Plat of NEW HAVEN marking the Southwest corner of Parcel 1 as described in Reel 1964, Page 330, Deed Records for Marion County, Oregon, which point bears South 89°51'55" West 600.97 feet from the Northeast corner of said Amended Plat of NEW HAVEN and being situated in the Northeast Quarter of Section 35, Township 7 South, Range 3 West of the Willamette Meridian in the City of Salem, Marion County, Oregon;

thence North 89°51'55" East along the North boundary line of said Amended Plat of NEW HAVEN a distance of 145.67 feet to the TRUE POINT OF BEGINNING; thence North 00°35'03" West 9.62 feet;

thence northwesterly along the arc of a 227.50 foot radius curve to the left (the chord of which bears North 24°57'04" West 187.72 feet) a distance of 193.50 feet;

thence northwesterly along the arc of a 272.50 foot radius curve to the right (the chord of which bears North 36°50'12" West 117.79 feet) a distance of 118.72 feet to the West line of said

thence North 00°53'08" West along said West line, a distance of 227.94 feet;

thence northeasterly along the arc of a 272.50 foot radius curve to the right (the chord of which bears North 25°53'08" East 31.39 feet) a distance of 31.41 feet; thence North 28°24'28" East 183.80 feet;

thence North 29°11'14" East 226.08 feet;

thence northerly along the arc of a 25.00 foot radius curve to the left (the chord of which bears North 15°48'51" West 35.36 feet) a distance of 39.27 feet to a point on the southerly rightof-way line of Mission Street S.E.;

thence South 60°48'56" East along said right-of-way line a distance of 120.00 feet;

thence southwesterly along the arc of a 45.00 foot radius curve to the left (the chord of which bears South 74°11'09" West 63.64 feet) a distance of 70.68 feet;

thence South 29°11'14" West 206.09 feet;

thence South 29°58'00" West 183.80 feet;

thence southwesterly along the arc of a 227.50 foot radius curve to the left (the chord of which bears South 14°09'13" West 118.02 feet) a distance of 119.39 feet;

thence South 00°52'48" East 10.88 feet;

thence southeasterly along the arc of a 227.50 foot radius curve to the left (the chord of which bears South 25°05'57" East 186.65 feet) a distance of 192.33 feet;

thence southeasterly along the arc of a 272.50 foot radius curve to the right (the chord of which bears South 24°57'04" East 224.86 feet) a distance of 231.78 feet;

thence South 00°35'03" East 9.97 feet to North boundary line of said Amended Plat of NEW HAVEN;

thence South 89°51'55" West along said boundary line a distance of 45.00 feet to the TRUE POINT OF BEGINNING.

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Requested By: BLW 02/04/2020

Contains 1.0154 acres of land, more or less.

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Requested By: BLW 02/04/2020

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REEL:2937

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PAGE: 12

April 01, 2008, 01:50 pm.

CONTROL #: 220177

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: \$ 41.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.



After recording return to: <u>City of Salem, an Oregon municipal corporation</u> <u>350 Commercial St NE</u> Salem, OR 97301

Until a change is requested all tax statements shall be sent to the following address:

City of S	alem, an Oregon n	nunicipal corporation
350 Con	mercial St NE	
Salem, C	R 97301	
File No.	217400AM	

THIS SPACE RESERVED FOR RECORDER'S USE

REEL 4072 PAGE 306 MARION COUNTY BILL BURGESS, COUNTY CLERK 04-30-2018 10:37 am. Control Number 505222 \$ 56.00 Instrument 2018 00020537

STATUTORY WARRANTY DEED

Donald L. Pierre,

Grantor(s), hereby convey and warrant to

City of Salem, an Oregon municipal corporation,

Grantee(s), the following described real property in the County of Marion and State of Oregon free of encumbrances except as specifically set forth herein:

Beginning at a point which is 30.00 feet South 0°33 East and 167.45 feet South 89°41' East from the Southeast corner of Block 3, in Lafky's Addition to Salem, Marion County, Oregon; thence North 0°33' West 210.95 feet; thence North 89°30' East 60.00 feet; thence South 0°33' East 211.80 feet; thence North 89°41' West 60.00 feet to the place of beginning.

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

07S-03W-35AC 1100

The true and actual consideration for this conveyance is \$330,000.00. PURSUANT TO AN IRC 1031 TAX DEFERRED EXCHANGE ON BEHALF OF GRANTEE.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:
Page 2 Statutory Warranty Deed Escrow No. 217400AM

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

Dated this

Donald L. Pierre

State of Oregon } ss County of Marion}

Ontinna marie Mills

On this $\frac{1}{2}$ day of April, 2018, before me, Jackie K. Willems a Notary Public in and for said state, personally appeared Donald L. Pierre, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Oregon Residing at: Salem, Oregon Commission Expires: 10/8/2018- S OFFICIAL STAMP DONNA MARIE MILLS NOTARY PUBLIC - OREGON COMMISSION NO. 952962 MY COMMISSION EXPIRES AUGUST 11, 2020

The foregoing conveyance is hereby approved and accepted by Grantee pursuant to ORS 93.908:

CITY OF SALEM By:

Steven D. Powers, City Manager



Certification of Charges Paid [Oregon Revised Statutes (ORS) 311.411]

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		Certification #
		Certification #
· · · · · ·		
All charges have been paid for the real property t	that is the subject of conveyance between:	
Grantor	· ·	
Donald L. Pierre		
Grantee		
City Of Salem, an Oregon Municipal Coropration		
Signed on (date)	and for consideration of	· · · · · · · · · · · · · · · · · · ·
April 27, 2018	\$ 330,000.00	
Assessor's signature)	Date
Tom Rohlfing By: Butty they		April 30, 2018
Valid if recorded by June 30, 2018		

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REEL: 4072 PAGE: 306

April 30, 2018, 10:37 am.

CONTROL #: 505222

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: \$ 56.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.

381 PAGE 572 KNOW ALL MEN BY THESE PRESENTS, That Charles H. Blake and Hattie. Blake, husband and wife, in consideration of Ten and no/100--to them paid by City of Salem do hereby grant, bargain, sell and convey unto said City of Salem their heirs and assigns, all the following real property, with the tene-and State of Oregon, bounded and described as follows, to-wit: Beginning at a point on the South line of that certain 13.00 acre tract of land conveyed to Virgil A. & Arlie R. Anderson by Leonal J. & Bessie Wilkinson, deed recorded in Anderson by Leonal J. & Bessie Wilkinson, deed recorded in Vol. 220, Page 102, Deed Records for Marion County, Oregon, which is North 89° 27' East 30 feet from the Southwest corner of said tract of land, said beginning point also being on the east line of South 20th Street in the City of Salem, Marion County, Oregon; thence North 0° 33' West along the east line of South 20th Street 494.86 feet; thence South 89° 16' East 518.32 feet to the center line of South 22nd Street; thence South 0° 33' East along the center line of South 22nd Street 483 25 feet to the southeast corner of the aforemention Street 483.25 feet to the southeast sorner of the aforementioned a 13.00 acre tract of land; thence North 89° 27' West along the South line of said 13.00 care tract of land 518.00 feet to the point of beginning; containing 5.817 acres of lend more or less. To Have and to Hold, the above described and granted premises unto the said City of Salem their heirs and assigns forever. And Charles H. Blake and Hattie L. Blake, husband and wife, the grantor 2, 1 that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all encumbrances. and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever,..... Witness Our hand 3 and seal 8 this, 27th day of Secencer, 19.47 Executed in the Presence of + Charles H Blake (Sen)

381 PAGE 573 VOL STATE OF OREGON, County of Marion BE IT REMEMBERED, That on this <u>I</u> the day of <u>A</u> before me, the undersigned, a. Notary Public in and for said County and State, personally appeared the within named and Hattie M. Blake, husband and wife, D. 1947. Charles H. Blake who. known are 0 17 D Notary Public for Oregon My Commission expires. 7. 22 ord o and seal of 9 WARRANTY DEEI at the within instru record on the MARION Charles H. Blake. Hattie M. Blaks STATE OF OREGON. FORM Ne. CITY OF SALES 2 41872 5 ., and r 5-65027 County WITN certify City A ds of law of 8 00 B



A STATE OF A

STATE OF OREGON. MARION County of BE IT REMEMBERED, That on this 19 49, ROBERT B. RAMAGE and 7 and and man intical individual ^S described in and who executed the within they executed the same in and who executed the to be the id to me that executed the same freely and goluntarily. 104 IN TESTIMONY WHEREOF, I have her my hand and affixed my official eal the day written. LARY tates × Notary Public for Oregon. ESTIS L. MORTON My Commission AND PUBLIC FOR OREGUN My Commission Expires Oct. 16, 1951 0 \hat{v}_{i} C 27 1949 2 uo **3**3. I certify that the within instruð Record of Deeds of INDEXED WARRANTY DEED Deputy. Witness my hand and seal Ă AND B. RAMAGE et County of MARION PORT P (FORM No. 703) - TEM STEVENS-NESS LAW PUS. CO. STATE OF OREGON, g ß OF SALEM in bool recei 653 County affixed. 2 385177 aid County ROBERT City CITY A a nent By 1

ALEM TITLE COMPANY NO. 74707. KNOW ALL MEN BY THESE PRESENTS, The CLAIR L. BROWN and ELEANOR F. BROWN, husband and wife grantor S in consideration of TEN AND NO/100. Dollars. to them paid by CITY OF SALEM ; a municipal corporation do hereby grant, bargain, sell and convey unto the said grantee, its bargain and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County and State of Oregon, bounded and described as follows, to-wit: of MARION Beginning in the center of 22nd. Street in the City of Salem, in Marion County, State of Oregon, at a point which is 431.82 feet North 0° 33' West from the Northwest corner of New Haven in Marion County, Oregon; thence South 89° 52' East, parallel with the North line of said New Haven 403.43 feet to a Southerly extension of the East line of Turner Road Addition to the said City of Salem; thence South 0° 32' East along said Southerly extension 215.91 feet; thence North 89° 52' West, parallel with the North line of said New Haven 403.37 feet to the center of said 22nd. Street; thence North 0° 33' West 215.91 feet to the place of beginning. E CO. 50 Successors and to Hold the above described and granted premises unto the said grantee ..., its And the grantors do covenant that they are lawfully seized in tee simple of the above granted premises free from all incumbrances. Subject to assessments for the improvement of 22nd. Street, and except TAXES: Fiscal year July 1, lawfully seized in fee simple of the 1950 to June 30, 1951, a lien, but not payable. and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever. 19 day of hand S and seal S this Witness Our AUGUST , 19.50. (SEAL) 2 & Brown(SEAL) STATE OF OREGON. On this 17 day of AUGUST , 19 50, MARION County of before me, the undersigned, a Notary Public in and for said County and State, personally appeared the thin named CLAIR L. BROWN and ELEANOR F. BROWN, husband and wife who the whown to me to be the identical individual. S. described in and who executed the within issemment and acknowledged to me that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. Mittan Netery Public for Oregon. 12, 196 My Commission expires

 $-551 \approx 243$

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That ERWIN E. BATTERMAN and CLARICE O. BATTERMAN, husband and wife, in consideration of FIFTEEN THOUSAND, FIFTY AND NO/100 LOLLARS (\$15,050)

to us paid by the CITY OF SALEM, a municipal corporation organized and existing under and by virtue of the laws of the State of Oregon, do hereby grant and convey unto said CITY OF SALEM, its successors and assigns, all the following described real property, to-wit:

TRACT 1:

Beginning in the center of 22nd Street in the City of Salem, Marion County, Oregon, at a point which is 215.68 feet South 0°33' East from the southwest corner of Turner Road Addition to the said City of Salem; thence North 89' 24' East parallel with the South line of the said Turner Road Addition 403.58 feet to a southerly extension of the East line of the said Turner Road Addition; thence South 0°32' East along said southerly extension 107.84 feet; thence South 89'24' West parallel with the South line of the said Turner Road Addition 403.55 feet to the center of the said 22nd Strest; thence North 0°33' West 107.84 feet to the place of beginning.

TRACT 2:

Beginning in the center of 22nd Street in the City of Salem, Marion County, Oregon, at a point which is 323.52 feat South 0°33' East from the southwest corner of Turner Road Addition to the said City of Salem; thence North 89°24' East parallel with the South line of the said Turner Road Addition 403.55 feet to a southerly extension of the East line of said Turner Road Addition; thence South 0°32' East along the southerly extension of the scid East line, 271.80 feet to a point which is 431.82 feet North 0°32' West from the point of intersection of the said East line extended southerly and the North ling of New Haven in the said City of Salem, Marion County, Oregon; thence North 89°52' West parallal with the North line of the said New Haven 403.43 feet to the center of the said 22nd Street; thence North 0'33' West 267.48 feet to the place of beginning.

SAVE AND EXCEPT: Beginning in the center of 22nd Street in the City of Sales, Marion County, Oregon, at a point which is 431.82 feet North 0°33' West from the northwest corner of New Haven in the said City of Salem, Marion County, Oregon; thence North 0°33' West along the center of the said 22nd Street, 107.84 feet; thence South 89° 52' East parallel with the North line of the said New Haven 403.48 feet to a southerly extension of the East line of Turner Road Addition to the said City of Salem; thence South 0'32' East along said southerly extension 107.84 feet; thence North 89'52' West parallel with the North line of the said New Haven 403.43 feet to the place of beginning.

TO HAVE AND TO HOLD the above described premises unto the said CITY OF SALEM, its successors and assigns, forever.

WARRANTY DEED - 1

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And, the grantors above named do covenant to and with the above named grantee, its successors and assigns, that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all encumbrances, and that they will and their heirs, executors, and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof, sgainst the lawful claims and demands of all persons whomsoever.

WITNESS our hands and seals this 14 day of November, 1961.

Elvin & Batterman (SEAL)

Claure a Batterman (SEAL)

STATE OF OREGON County of Marion

THIS CERTIFIES that on the H - day of November, 1961, before me, the undersigned officer, personally appeared ERWIN E. BATTERMAN and CLARICE O. BATTERMAN, husband and wife, known to me to be the identical persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOP, I have hereunto set my hand and official seal,

My Commission Expires:

TATE of OREGON,

WARRANTY DEED

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County

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VOL 617 WE 103

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CUNTRACT FOR THE GALE OF REAL PROPERTY

THIS CONTRACT, made and entered into this let day of May, 1966, by and between ETHEL M. OTJEN, a widow, hereinafter called the "Seller", and the CITY OF SALEM, a municipal occupation, hereinafter called the "Buyer".

WITNESSETH:

THAT in consideration of the mutual covenants herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in the County of Marion and State of Oregon, to-wit:

Beginning at the center of 22nd Streat in the City of Salem at a point which is 431.82 feet north 0° 33' west from the northwest corner of New Haven in City of Salem; thence north 0° 33' west along center of 22nd Street 107.84 feet; thence south 89° 52' east parallel with the north line of New Haven 403.48 feet to a southerly extension of the east line of Turner Road Addition; thence south 0° 32' east along said southerly extension 107.84 feet; thence north 89° 52' west parallel to the north line of said New Haven 403.43 feet to the point of beginning.

for the sum of Twenty Thousand Dollars (\$20,000.00), hereinafter called the purchase price, of which \$2,000.00 in cash has been paid at the time of the execution hereof, the receipt whereof hereby is acknowledged by the seller. The buyer agrees to pay the balance of said purchase price to the order of the seller at the times and in amounts as follows, to-wit:

Buyer shall pay off the balance of the purchase price, to-wit, \$18,000,00, in four annual equal payments; \$4,500 plus interest, to be paid on or before the first day of Hay, 1967, and \$4,500 plus interest, to be paid on or before the first day of May each year thereafter until principal and interest are paid, to-wit, May 1, 1970.

The unpaid purchase price shall bear interest at the rate of 6% per annum from this date until paid. Real property taxes shall be pro rated as of May 1, 1966, and thereafter buyer shall promptly pay said real property taxes as they become due and payable. It is understood between the parties hereto that the buyer shall

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have the right and privilege to lease the aforesaid described property to Adolph Scharff, dba Scharff Brothers.

VOL 617 PASE 104

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The seller agrees to furnish the buyer a Purcheser's Title Insurance to said premises when the buyer has fully kept and performed this contract on its part, showing marketable title to the same, except any encumbrances made or suffered to be made by the buyer. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, she will deliver a good and sufficient deed conveying said premises in foe simple unto the buyer, its successors and assigns, free and clear of encumbrances as of the date hereof; excepting water rents and public charges so assumed by the buyer or its assigns.

Time is of the essence in this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at her option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interests created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said soller without any set of reantry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable gent of said premises up to the time of such default, And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land processid, without any process of law, and take inmediate poss-CONTRACT - page 2

YOL 617 PARE 105

ession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect her right bereunder to enforce the same; nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself. In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hmeof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action.

It is agreed by the parties hereto that this agreement shall be recorded in the Deed Records for Marion County, Oregon, at the expense of the buyer.

IN WITNESS WHEREOF, the buyer has caused this agreement to be signed by its Mayor and Recorder and the seller has hereunto set her hand and seal, the day and year first above written.

SELLER:

OTJEI FTHEL M.

Approved as to form:

CITY Attorney (STATE OF OREGON) County of Marion) BUYER:

CITY OF SALEM, OREGON:

Muller Attest:

THIS CERTIFIES that on the <u>944</u> day of May, 1966, before me the undersigned officer, personally appeared VERN W. MILLER, Mayor of the City, 45. Galem, Oregon and DEATY J. MARSH, Recorder of the said City, and known to me to be the person described in the foregoing instrument and acknowledged that they executed the same in the capacity therein stated, and for the purposes therein contained.

wy hand and official seal. IN WITNESS WHEREOF, I have hereunto set OREGON NOTARY PUBL 1 1969 My Commissio

STATE OF OREGON) Coumty of Marion) ss

VOL 617 mai196 THIS CERTIFIES that on the <u>f</u>A day of May, 1966, bafore ma, the undersigned officer, personally appeared Ener. H. OTJER, known to ma-to be the person whose need is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. ĝ JI 8 IN WITNESS WHEREOF, I have hereunto set my hand and official seal. as FOR OREGON NOTARY PUBLIC My Commission Expires: /-/2-47 ecord (Deput <u>چ</u>. RECORD recorded by me 63 -781525 ~ OREGON of Marion. Curtify that the willin. Š **UNNO** STATE of Jounty CL いていた 2.40 L'AR! CONTRACT - Page 4 1 d. 26 15 -



Carles States



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HARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT GEORGE I. JOHNSTON and

JAMES I. JOHNSTON, dba Johnston & Meloy

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The northerly 1/2 of the following described property beginning in the center of 22nd Street in the City of Salem, Marion County, Oregon at a point which is 215.91 feet north 0°33! west from the northwest corner of New Haven in the City of Salem, Marion County, Oregon; Haven in the City of Salem, Marion County, Oregon; thence south 89°52' east parallel with the north line of said New Haven 403.37 feet to a southerly extension of the east line of Turner Road Addition to the said City of Salem; thence south 0°32' cast along said southerly extension of the east line of Turner Road Addition 215.91 feet to the north line of the said New Haven; thence north 89°52' west along the north line of said New Haven, 403.31 feet to the center of the said 22nd Street; thence north 0°33' west 215.91 feet to the

place of beginning. SAVE AND EXCEPT the existence of 22nd Street along the west side of the herein described premises.





TO HAVE AND TO HOLD the above described premises unto the said CITY OF SALEM, its successors and assigns forever.

And the grantors above named do ______ covenant to and with the above named grantee, its successors and assigns, that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all encumbrances, _____

and that they will and their heirs, executors, and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever,

this 13 day of insta June WITNESS our hands and seals 19 66 . (SEAL) (SEAL)

YOL 618 FALS 84 STATE OF OREGON County of Marion THIS CERTIFIES that on the 13 day of before me, the undersigned officer, personally appeared_ GEORGE 7. JOHNSTON and JAMES I. JOINSTON, dha Johnston & Heloy. known to me to be the identical persong whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My commission expires: August 4, 1969 Grantoe Sranto clock and duly recorded by WARRANTY DEED Q.175-01 CITY OF SALEM Records; Book eceived-atro OF MARIO Page certify tha OF OREGO! on the 783111 ϕ 8311 19 117 ि

VOL 619 HAT 802

WARPANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT MIKE MCDAIDE and

WILKA MPRIDE, husband and wife, tenants by the entirety,

Beginning in the center of Oxford Streat at a point which is 347.45 feet south 89° 41' east and 30.00 feet south 0° 33' east from the southeast corner of Block 3, Lafky's Addition to Salen, in Marien County, Gregon; thence north 0° 33' west 213.62 feet to the south line of a tract of land conveyed to Robert B. Ranage and Mildred 5. Ranage, husband and wife, by deed recorded in Volume 290, Page 335, Deed Records for Marion County, Gregon; thence north 89° 30' east along the south line of said Ranage tract, a distance of 60 feet; thence south 0° 33' east 214.53 feat to the center line of said Oxford Street; thence north 89° 41' west 60 feet to the place of beginning, being situated in the Jares Davidson Glaim in Township 7 South, Range 3 West of the Willarette Feridian in Marion County, Oregon.



TO HAVE AND TO HOLD the above described premises unto the said CITY OF SALEM, its successors and assigns forever.

And the grantor s above nimed do <u>covenant</u> to and with the above named grantee, its successors and assigns, that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all encumbrances, _____

and that they will and their heirs, executors, and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever,

WITNESS our hand a and seal s this 2 h day of 19 66 . Wiling Mi ST. St. (SEAL) Mike M. B. side (SEAL)

VOL 619 PAR 803

STATE OF OREGON County of Marica THIS CERTIFIES that on the 224 day of - July 19 66 , bufors me, the undersigned officer, personally appeared MIKE MOBRIDZ and WILMA MOBRIDZ, husband and wife, known to me to be the identical person s whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. IN WITNESS WHEREOF, I have hoceunto set my hand and official seal alliam E. Moral 28, 1967 ANGIN 귀 day of UL 28 1961 Deeds **P**A Granto Grante was received at Nov o' clock, I certify that the within and duly recorded by County Records; Books of WARRANTY DEED to CITY OF SALEM -786302 619. Page 10: STATE OF OREGON, COUNTY OF MARION M., on the 2 5 5 11. 1990

KNOW ALL MEN BY THESE PRESENTS, THAT __ EOWARD R. FRIES

WARRANTY DEED

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and LILLIE G. PRIES, husband and wife,

Beginning at an iron pipe which is 60.00 fcst south G9' 43' east and 179.59 feet north 0° 33' west and 326.00 feet north 89° 27' east from the southeast corner of Block 3, Lafky's Addition to Salem, Oregon; thence north 89° 27' east 192.25 feet to the center line of 22nd Street; thence north/0° 33' west along the center line of 22nd Street, 158.99 feet to the southeast corner of a 13 acre trabt conveyed to Virgil Anderson by deed recorded in Volume 220, Page 102, Deed Records for Marion County, Oregon; thence south 89° 27' west along the south line of said 13 acre tract, 192.25 feet to an iron pipe; thence south 0° 33' east 158.99 feet to the place of beginning, being a portion of the unsubdivided area east of said Lafky's Addition in Section 35, Township 7 South, Range 3 West of the Willamette Meridian in the City of Salem, Marion County, Oregon.

\$14 BC Rer.

TO HAVE AND TO HOLD the above described premises unto the said CITY OF SALEM, its successors and assigns, forever.

And the grantors ______ above named do ______ covenant to and with the above named grantee, its auccessors and assigns, that ______ they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all encumbrances, _____

and that <u>they</u> will and <u>their</u> heirs, executors, and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever,

WITNESS <u>our</u> hands and seals this <u>14th</u> day of <u>September</u>, 19<u>66</u>.

Edward R. Fries (SEAL)

YOL 622 mg STATE OF CRECON, COUNTY OF MARION THIS CERTIFIES that on the 14th day of " September19 66 before me, the undersigned officer, berechally appeared EDWARD R. FRIES and LILLIE O. FRIES, busbend and wife, known to me to be the identical person a whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. IN WITNESS WHEREOF, I have bereinto set my hand and *8* %. Grantee was received at 232 or clock I certify that the within Acorda, Book of Deeds, Vol 71130 and duly recorded by me in MARION CITY OF SALEM WARRANTY DEED COUNTY OF MARION 0CT 6- 1968 19 1201140 STATE OF ORECON. Q. N. . on the _ \$

VOL 623 PAR 409

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT HARY B. STAPLES

in consideration of <u>--- Teh (10) and no/100 ---</u> Dollars to <u>her</u> paid by the CITY OF SALEAL, a municipal corporation, organized and existing under and by virtue of the laws of the State of Oregon, do <u>es</u> hereby grant and convey unto said CITY OF SALEH, its successors and assigns, all the following described real property, to-wit:

a widow,

Beginning at a point which is 407.45 feet south 89° 41' east from the southeast corner of Block 3 of Lafky's Addition to Salem, in Marion County, Oregon; and running thence north 0° 33' west 184.53 feet to an iron pipe; thence north 89° 30' east 170.51 feet to the middle of a County Road; thence south 0° 33' east along the middle of the County Road 215.952 feet; thence north 69° 41' west, a distance of 170.51 feet; thence north 0° 33' west 30 feet to the place of beginning, being situated in the James Davidson Donation Land Claim in Township 7 South, Range 3 West of the Willamette Meridian in Marion County, Oregon.

TO HAVE AND TO HOLD the above described premises unto the said CITY OF SALEM, its successors and assigns, forever.

And the grantor _____above named does _____covenant to and with the above named grantee, its auccessors and assigns, that <u>she is</u> lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all encumbrances, _____

and that she will and her heirs, executors, and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever,

hand____and seal____this <u>___13th</u> day of 19<u>_66</u>_. WITNESS my mary B. Staplie (SEAL) (SEAL)

11 NOL 623 ME 410 STATE OF CRECON, \$5. COUNTY OF MARION THIS CERTIFIES that on the 13th day of September ,19:6 before ro, the widersigned officery presentilly appeared MART B. STAPLES, 8 widew, 15 known to me to be the identical person whose name she subscribed to the within instrument and acknowledged that executed the same for the purposes therein contained. IN WITHESS WHEREOF, I have hereunto set my hand and official IDIARY PUBLIC FOR C Comi Creates Crento: Records, Book of Deeds, Vol. Gent 8 www.received at 2:34 o'clock I certify that the within È STATE OF CREGON.) COUNTY OF MARION) Q. M. on the de de 0007 2.4 (956 19 WARRANTY DEED CITY OF SALEM and duly received by me in MARION Derut 792316 3