



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

STATUS OF RECORD TITLE

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

June 8, 2021
Title Number: 471308AM
Title Officer: Krista Iverson
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, an Oregon municipal corporation

and dated as of **May 17, 2021** at 7:30 a.m.

Said property is subject to the following on record matters:

1. Taxes assessed under Code No. 92401000 Account No. 527845 Map No. 07S-03W-35AC 300, including the current fiscal year, not assessed because of Government Owned Property Exemption. If the exempt status is terminated an additional tax may be levied.
2. City liens, if any, of the City of Salem.
3. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
4. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
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: Curly's Dairy Inc.
Recorded: August 11, 1959
Instrument No.: Volume: 525 Page: 439
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: Curly's Dairy Inc.
Recorded: August 11, 1959
Instrument No.: Volume: 525 Page: 442

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: Pioneer Trust Bank, N.A. etal

Lessee: American Tower Management, Inc.

Disclosed by: Memorandum of Lease

Date: December 8, 2000

Recorded: January 24, 2001

Instrument No.: Reel: 1745 Page: 413

Amended by instrument,

Recorded: June 21, 2004

Instrument No.: Reel: 2335 Page: 127

8. Memorandum of Tower Lease Agreement, including the terms and provisions thereof,

Recorded: July 26, 2002

Instrument No.: Reel: 1975 Page: 469

9. 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:

Recorded: October 11, 2005

Instrument No.: Reel: 2550 Page: 199

10. 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:

Recorded: June 22, 2006

Instrument No.: Reel: 2664 Page: 444

Tax Information:

Taxes assessed under Code No. 92401000 Account No. 335027 Map No. 073W35AC00300L1

NOTE: The 2020-2021 Taxes: \$1,296.17, are Paid (COMMUNICATION SITE ACCOUNT)

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. 471308AM

PARCEL I:

Beginning at the center of 22nd Street 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.

PARCEL 2:

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 Street; thence North 0°33' West 107.84 feet to the place of beginning.

PARCEL 3:

Beginning in the center of 22nd Street in the City of Salem, Marion County, Oregon, at a point which is 323.52 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 403.55 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 said 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 line of New Haven in the said City of Salem, Marion County, Oregon; thence North 89°52' West parallel 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 Salem, 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.

PARCEL 4:

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' East 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.

PARCEL 5:

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; 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' east 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 wide of the herein described premises.

PARCEL 6:

Beginning at the southwest corner of parcel 1 as described in Reel 2333 page 213, 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 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; thence North 2°20'24" East along the west boundary of said parcel 350.98 feet to an iron rod; thence South 86°59'27" East, along the south boundary of that tract of land described 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; thence South 86°59'27" East a distance of 104.13 feet to an iron rod the west boundary of that tract of land described in Reel 1964, page 330, Deed Records for Marion County, Oregon; 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; thence South 02°14'41" East, continuing along said westerly boundary, a distance of 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; thence North 86°58'07" West, along said north boundary, a distance of 99.72 feet to an iron rod at the southeast corner of that tract described in Reel 290 Page 1429; 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; thence North 86°59'46" West, along the north boundary of said tract, a distance of 180.77 feet to the point of beginning.

TOGETHER WITH an easement for road and utilities over and upon the west 25 feet of that property described in Reel 2333, page 213, Deed Records for Marion County, Oregon.

PARCEL 7:

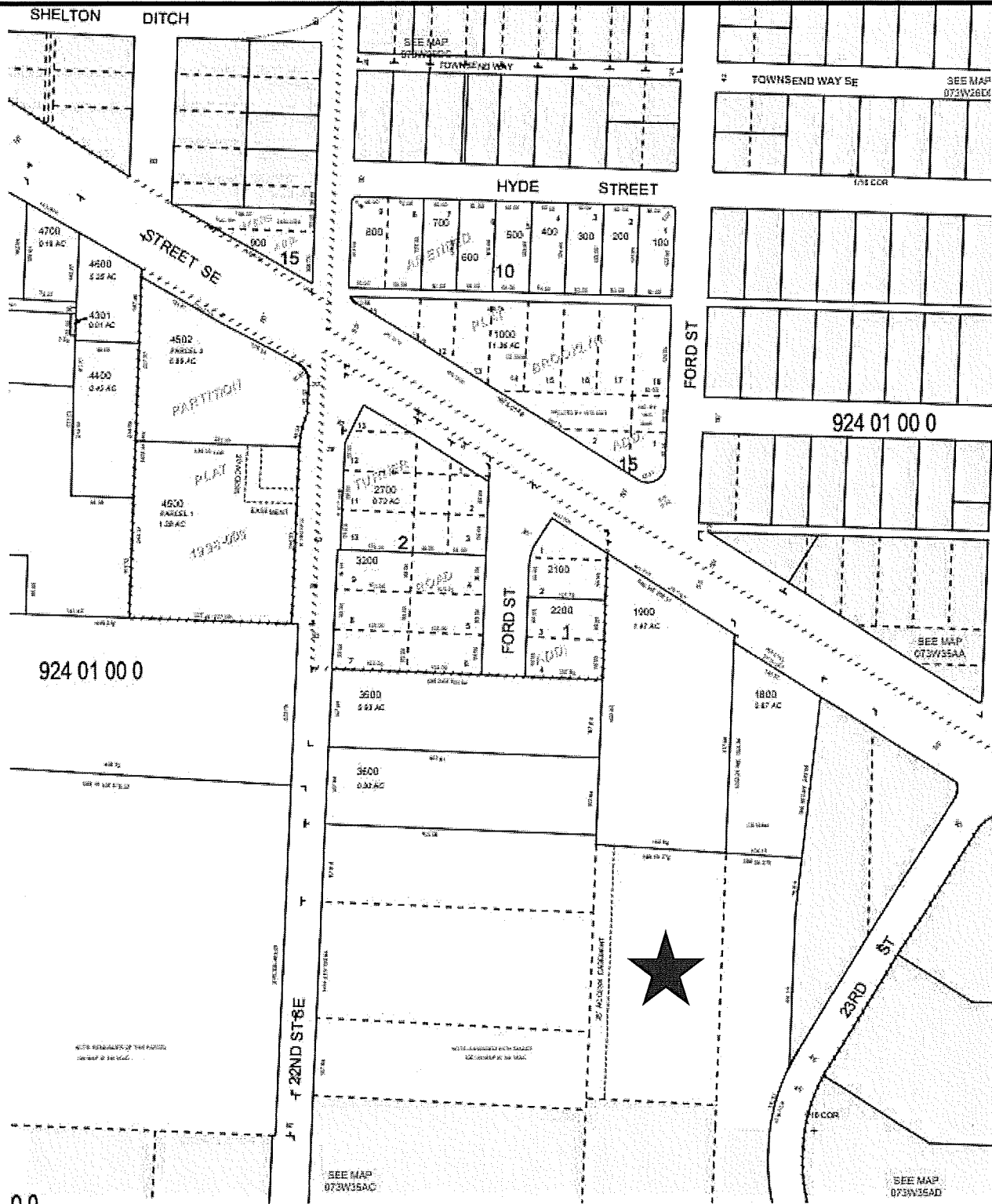
Beginning at a point in the West line of that certain tract of land conveyed to Sherman R. Barry and Bernice Barry, by deed recorded in Volume 521, page 269, Deed Records for Marion County, Oregon, said point of beginning being 991.67 feet South 00°34' East from the Northeast corner of Turner Road Addition to the City of Salem, Marion County, Oregon; and running thence South 00°34' East along said West line 240.89 feet, more or less, to the Southwest corner thereof; thence South 89°54' East along the South line of said Barry Tract 180.84 feet to the Southeast corner thereof; thence North 00°34' West along the East line of said Barry Tract 240.89 feet, more or less, to a point opposite the point of beginning; thence North 89°54' West parallel with the South line of said tract 180.84 feet to the point of beginning.

PARCEL 8:

Beginning at the Southwest corner of a tract of land conveyed to United Homes Corporation, by deed recorded May 12, 1971, in Volume 702, page 839, Deed Records for Marion County, Oregon, which point is South 0°50' East 773.55 feet from the intersection of the East line of Turner Road Addition with the South line of Mission Street, in the City of Salem, Marion County, Oregon; and running thence South 0°50' East along the East line of said Turner Road Addition 218.12 feet, more or less, to a point 240.89 feet from the North line of New Haven Addition; thence North 89°50'00" East, 180.84 feet parallel to the North line of New Haven Addition to a point North 0°50'00" West 240.89 feet of said North line; thence North 0°50'00" West 218.12 feet; thence South 89°50' West 180.84 feet to the point of beginning.

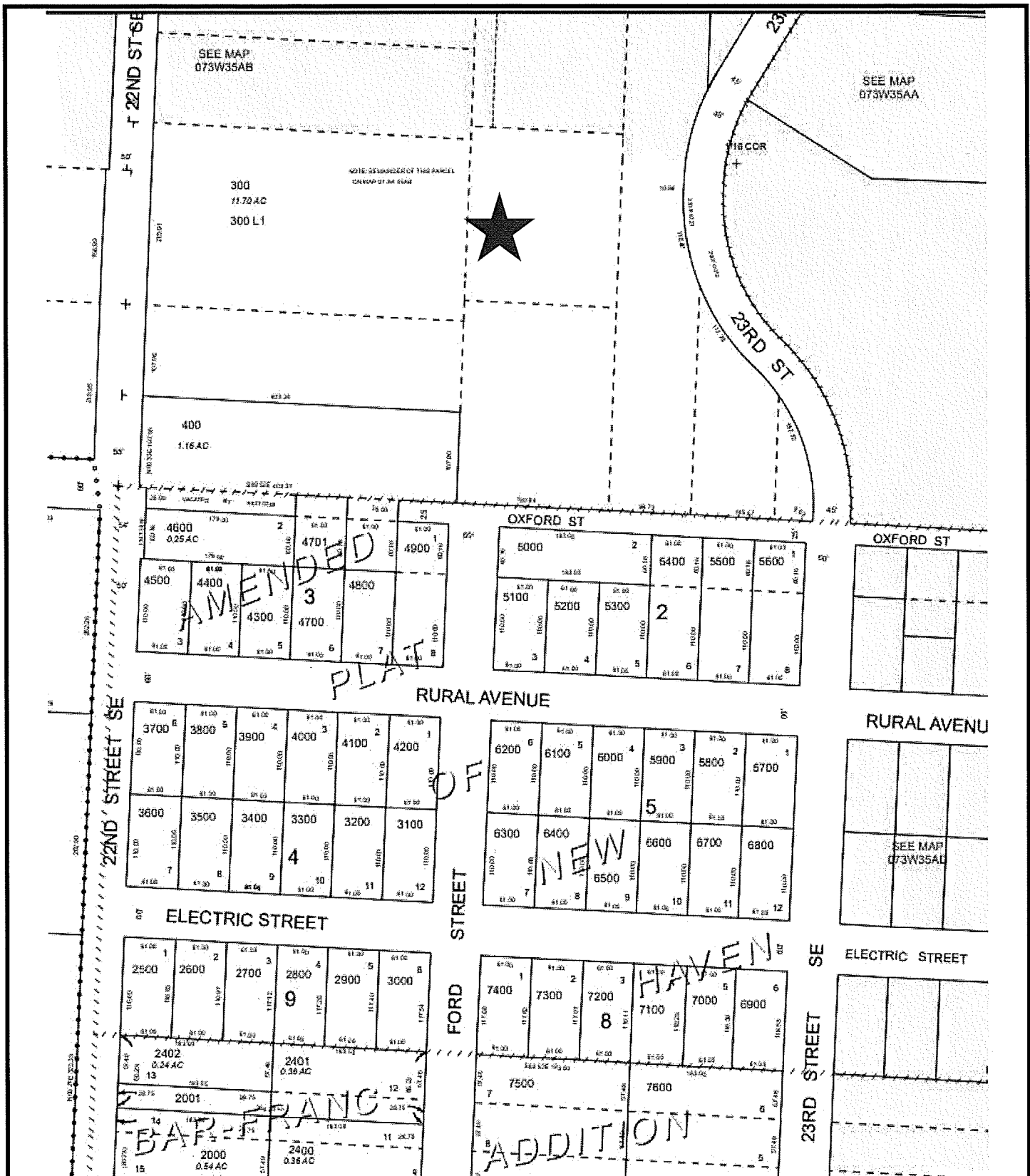
PARCEL 9:

Beginning at a point on the North boundary line of Amended Plat of New Haven marking the Southwest corner of Parcel I 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 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 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.



073W35AC00300
Salem, OR 97302

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



073W35AC00300
Salem, OR 97302

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

EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to us in hand paid, the receipt of which is hereby acknowledged, we, Sherman Barry and Bernice Barry, husband and wife, do hereby grant and convey to Curly's Dairy, Inc., an Oregon Corporation, its successors and assigns, a perpetual easement across the property located in Marion County, Oregon, which said property is described in that certain deed recorded on April 2, 1959, in Vol. 521, Page 269, Deed Records for Marion County, Oregon, which said easement shall be for the construction, installation, maintenance operation, repair and replacement of a sewer line extending from property owned by said Curly's Dairy, Inc., and described in that certain deed recorded in Vol. 485, Page 157, Deed Records for Marion County, Oregon, to the East line of Ford Street, S. E., in Salem, Marion County, Oregon.

The easement hereby granted shall be within a strip of land 60 feet in width, during construction and installation of said sewer line and, after completion of construction and installation, ten feet in width for purpose of maintenance and repair, the center line of which strip shall extend as follows:

Beginning at a point which is 330.00 feet South 0° 26' East from a point on the South line of Mission Street, SE, in the City of Salem, Marion County, Oregon, and on the West line of property owned by Curly's Dairy, Inc., and described in deed recorded in Volume 485, Page 157, Deed Records for Marion County, Oregon, thence South 87° 03' West 323.00 feet to the east line of Ford Street, SE, in said City of Salem.

Grantors, their heirs and assigns, reserve the privilege of erecting a Building or buildings upon their said property, and over and across the strip of land described in the foregoing easement, if they so desire.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10 day of August, 1959.

STATE OF OREGON)
County of Marion)

On this 10 day of August, 1959, personally appeared the above-named Sherman Barry and Bernice Barry, husband and wife, and acknowledged to me the foregoing instrument to be their voluntary act and deed.
Notary Public for Oregon.

Sherman Barry
Bernice Barry

Lawrence Blake Sherman
My Comm. Expires Nov. 8, 1959.

597321

EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to us in hand paid, the receipt of which is hereby acknowledged, we, John P. Miller and Gertrude Miller, husband and wife, do hereby grant and convey to Curly's Dairy, Inc., its successors and assigns, an Oregon Corporation, a perpetual easement across the property located in Marion County, Oregon, which said property is described in those certain deeds recorded in Volume 368, page 454, and in Volume 456, page 578, Deed Records for Marion County, Oregon, which said easement shall be for the construction, installation, maintenance, operation, repair and replacement of a sewer line extending from property owned by said Curly's Dairy, Inc., and described in that certain deed recorded in Volume 485, page 157, Deed Records for Marion County, Oregon, to the east line of Ford Street, SE, in Salem, Marion County, Oregon.

The easement hereby granted shall be within a strip of land sixty (60) feet in width, during construction and installation of said sewer line and, after completion of construction and installation, ten (10) feet in width for purpose of maintenance and repair, the center line of which strip shall extend as follows:

Beginning at a point which is 330.00 feet South 0°26' East from a point on the South line of Mission Street, SE, in the City of Salem, Marion County, Oregon, and on the West line of property owned by Curly's Dairy, Inc., and described in deed recorded in Volume 485, page 157, Deed Records for Marion County, Oregon, thence South 87°03' West 323.00 feet to the East line of Ford Street, SE, in Said City of Salem.

As a part of the consideration for this easement, the grantee, Curly's Dairy, Inc., by the acceptance hereof, does hereby covenant and agree to install, as a part of said sewer line, at a point to

be agreed upon between the grantors and the grantee and within the property of the grantors, a "wy" for the purpose of permitting the grantors, their heirs or assigns, to connect to and use said line.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22 day of April, 1959.

John P. Miller (SEAL)

Gertrude F. Miller (SEAL)
GRANTORS

CURLY'S DAIRY, INC.

By: Ernest Hans H. Miller
President

(Corporate Seal)

STATE OF OREGON) ss.
County of Marion)

On this 22 day of April, 1959, personally appeared the above named John P. Miller and Gertrude Miller, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Laurine Blake Peterson
Notary Public for Oregon
My Commission Expires Nov. 8, 1959

(Seal)

STATE OF OREGON) ss.
County of Marion)

On this 22 day of April, 1959, personally appeared Ernest Hofstetter, who, being duly sworn, did say that he is the President of Curly's Dairy, Inc., an Oregon Corporation, and that the seal of said corporation is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Laurine Blake Peterson
Notary Public for Oregon
My Commission Expires Nov. 8, 1959

(Seal)

Page 2 - Easement

MEMORANDUM OF AGREEMENT

Prepared by and Return to:
American Tower Corporation
501 Canal Boulevard
Suite E
Point Richmond, CA 94804
Attn: Real Estate
(510) 236-3700

STATE OF Oregon
COUNTY OF Marion

Site Name: Pringle
Site Number: 41492

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 8th day of December, 2000, by and between Pioneer Trust Bank, N.A.; Leroy L. Laack and Jean R. Laack, Trustees of the Leroy L. Laack and Jean Raymonda Laack Family Trust; and Roger C. Vasend and F.J. Vasend ("Landlord"), whose mailing address is 5601 66th Av. NE, Salem OR 97305, and American Tower Management, Inc., a Delaware corporation ("Tenant"), whose mailing address is 501 Canal Boulevard, Suite E, Point. Richmond, CA 94804.

WHEREAS, Landlord and Tenant executed and entered into a Lease Agreement (the "Lease") dated December 8th, 2000, for the purpose of installing, operating, sublicensing and maintaining a communications facility and other improvements on the Property (as hereinafter defined).

WHEREAS, the parties wish to provide a memorandum of the lease, to supplement the description of the Property (as hereinafter defined) and to provide for a commencement date under the Lease.

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Lease Term. The terms of the Lease shall be five (5) years commencing on Construction Start (the "Commencement Date"), and terminating at midnight on the fifth anniversary of the Commencement Date (the "Initial Term"). Tenant has the option under the terms of the Lease to extend the Lease for nine (9) additional five (5) year terms (the "Renewal Terms").

2. Property. Subject to the terms of the Lease, as may be amended from time to time, Landlord has leased to Tenant the real property described on Exhibit "A" attached hereto (the "Property") and Landlord has granted unto Tenant, for the Initial Term and any Renewal Term, easements for ingress, egress and utilities over that real property also described in Exhibit "B" attached hereto (collectively the "Easements").

3. Notices. All notices, requests, demands, and other communications to Landlord or Tenant shall be made at the addresses for each as set forth above, unless otherwise notified in writing.

JAN 24 2001

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:

Pioneer Trust Bank, N.A.
Trustee for Clarence Heckel FBO Cecilia

By: [Signature]
Print Name: Wes Bouché
Title: Assistant Vice President
Tax I.D.#: 52-7115500

(ATTACH ACKNOWLEDGEMENT)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:

Pioneer Trust Bank, N.A.
Trustee for Clarence Heckel FBO Kathleen

By: [Signature]
Print Name: Wes Bouché
Title: Assistant Vice President
Tax I.D.#: 52-7115498

(ATTACH ACKNOWLEDGEMENT)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:

Pioneer Trust Bank, N.A.
Trustee for Clarence Heckel FBO Mary

By: [Signature]
Print Name: Wes Bouché
Title: Assistant Vice President
Tax I.D.#: 52-7115499

(ATTACH ACKNOWLEDGEMENT)

Lease 7/12/00

JAN 24 2001

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:

Leroy L. Laack and Jean R. Laack
Trustees of the Leroy L. Laack and Jean Raymonda Laack Family Trust

By: Leroy L. Laack Jean R. Laack
Print Name: Leroy L. Laack Jean R. Laack
Title: OWNERS
Tax I.D.#: 723-03-8575

(ATTACH ACKNOWLEDGEMENT)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:

Roger C. Vasend and F.J. Vasend
Owner

By: Roger C. Vasend F.J. Vasend
Print Name: Roger C. Vasend F.J. VASEND
Title: Owner
Tax I.D.#: 503-48-3998

(ATTACH ACKNOWLEDGEMENT)

TENANT:

AMERICAN TOWER MANAGEMENT, INC.,
A Delaware corporation

By: [Signature]
Print Name: William H. Minner
Print Title: Asst. Secretary

(ATTACH ACKNOWLEDGEMENT)

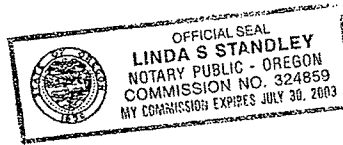
JAN 24 2001

ACKNOWLEDGMENT

State of Oregon)
County of Marion) ss

I certify that I know or have satisfactory evidence that Nes Bouche
is/are the person(s) who appeared before me, and said person(s) acknowledged that
he/she/they signed this instrument, and on oath stated that he/she/they is/are authorized to
execute the instrument and acknowledged it as the Trustee for Clarence Heckel FBO
Cecilia to be the free and voluntary act of such party(ies) for the uses and purposes
therein mentioned in said instrument.

Dated: Nov. 8, 2000



Linda S Standley
Notary Public in and for the State of Oregon residing
at Salem.

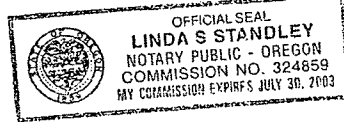
My commission expires: 7-30-2003.

ACKNOWLEDGMENT

State of Oregon)
County of Marion) ss

I certify that I know or have satisfactory evidence that Nes Bouche
is/are the person(s) who appeared before me, and said person(s) acknowledged that
he/she/they signed this instrument, and on oath stated that he/she/they is/are authorized to
execute the instrument and acknowledged it as the Trustee of Clarence Heckel FBO
Kathleen to be the free and voluntary act of such party(ies) for the uses and purposes
therein mentioned in said instrument.

Dated: Nov. 8, 2000



Linda S Standley
Notary Public in and for the State of Oregon residing
at Salem.

My commission expires: 7-30-2003.

JAN 24 2001

ACKNOWLEDGMENT

State of Oregon)
County of Marion) ss

I certify that I know or have satisfactory evidence that Mrs. Bouché is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, and on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the Trustee for Clarence Heckel FBO Mary to be the free and voluntary act of such party(ies) for the uses and purposes therein mentioned in said instrument.

Dated: Dec. 8, 2000



Linda S Standley
Notary Public in and for the State of Oregon residing at Salem.

My commission expires: 7-30-2003.

ACKNOWLEDGMENT

State of Oregon)
County of Marion) ss

I certify that I know or have satisfactory evidence that Leroy L. and Jean Raymonda Laack is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, and on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the Trustees of the Leroy L. Laack and Jean Raymonda Laack Family Trust to be the free and voluntary act of such party(ies) for the uses and purposes therein mentioned in said instrument.

Dated: Dec. 8, 2000



Linda S Standley
Notary Public in and for the State of Oregon residing at Salem.

My commission expires: 7-30-2003.

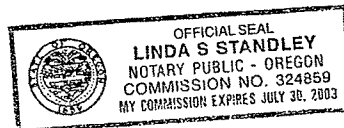
JAN 24 2001

STATE OF Oregon)
County of Marion) ss

On this day personally appeared before me Roger C. and F.J. Vasend, to me known to be the individual (s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of Dec, 2000.

Linda S Standley
NOTARY PUBLIC in and for the State of
Oregon, residing at Salem
My Commission expires: 7-30-2003



JAN 24 2001

CORPORATE ACKNOWLEDGEMENT

State of California }
County of Contra Costa } SS.

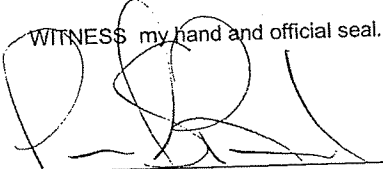
On this the 14th day of December, 2000 before me, PAMELA S. RUMEL, the undersigned Notary Public, personally appeared

WILLIAM H. NEVIN, Jr., Assistant Secretary,
American Tower Management Inc, a Delaware Corporation

known to me to be the person and officer whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



[seal]

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: January 23, 2004

This Notary is attached to that certain Memorandum of Lease dated 8 December 2000

Site; # OR - 41492 - Pringle

JAN 24 2001

EXHIBIT A
DESCRIPTION OF PROPERTY

to the Agreement dated December 8th, 2000, by and between Pioneer Trust Bank, N.A.; Leroy L. Laack and Jean R. Laack, Trustees of the Leroy L. Laack and Jean Raymonda Laack Family Trust; and Roger C. Vasend and F.J. Vasend as Landlord, and American Tower Management, Inc., a Delaware corporation, as Tenant.

Assessors Parcel Number: Prop. ID: R27844 Map Tax Lot: 073W35AB01700

The Property is described and/or depicted as follows (metes and bounds description):

Beginning at a point 7.60 chains West from the Southeast corner of land formerly owned by Charles Craft by virtue of a Decree of Partition made and rendered in Circuit Court of the State of Oregon for the County of Marion, in a suit wherein said Charles Craft was Plaintiff, and the widow and heirs of Joseph Watt, deceased, were Defendants, which said Decree is recorded in Volume 4, Page 193, of the Journal thereof; and running thence North along the West line of a tract of land deeded to D. Clifford, 15.81 chains to a stake in the angle of the County Road leading from Salem to Turner; thence North 60° West along the Center of said Road, 3.44 chains; thence South 17.47 chains to a stake; thence East 3 chains to the place of beginning.

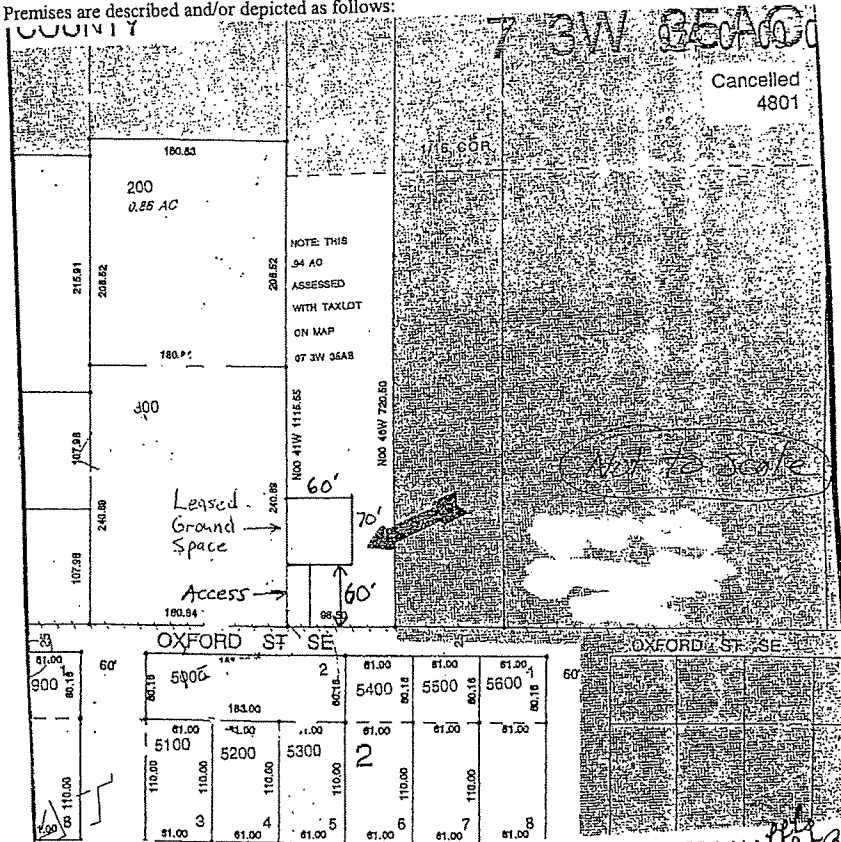
SAVE AND EXCEPT therefrom the land conveyed to Ernest Scott and George Washington Robertson and Mary Mae Robertson, husband and wife, by deed recorded in Volume 292, Page 494, Deed Records for Marion County, Oregon.

ALSO SAVE AND EXCEPT therefrom the land conveyed to Marion County, Oregon, to the City of Salem, Marion County, Oregon, by deed recorded Volume 240, Page 356, Deed Records for Marion County, Oregon.

EXHIBIT B
DESCRIPTION OF PREMISES

to the Agreement dated December 8th, 2000, by and between Pioneer Trust Bank, N.A.; Leroy L. Laack and Jean R. Laack, Trustees of the Leroy L. Laack and Jean Raymonda Laack Family Trust; and Roger C. Vasend and F.J. Vasend, as Landlord, and American Tower Management, Inc., a Delaware corporation, as Tenant.

The Premises are described and/or depicted as follows:



- Notes:
1. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
 2. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
 3. Upon completion of a land survey, Tenant may replace this Exhibit B at any time.

Lease 7/12/00

JAN 24 2001

MEMORANDUM OF LEASE

INTENTIONALLY LEFT BLANK

THIS PAGE IS FOR RECORDING ONLY

JAN 24 2001

REEL:1745

PAGE: 413

January 24, 2001, 11:52 am.

CONTROL #: 25706

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: \$ 71.00

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.

JAN 24 2001

Prepared by and Return To:
American Tower Corporation
10 Presidential Way
Woburn, MA 01801

STATE of Oregon
COUNTY of Marion

Site Name: Pringle
Site Number: 41492

~~RECORDED IN REEL 2335 PAGE 127~~
~~XXXXXX~~
~~XXXXXX~~
~~XXXXXX~~

AMENDED MEMORANDUM OF LEASE

~~XXXXXX~~ (Amends Memorandum of Lease
~~XXXXXX~~ Recorded in Reel 1745 Page 413)
~~XXXXXX~~

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 19 day of May, 2004, by and between Pioneer Trust Bank, N.A.; Leroy L. Laack and Jean R. Laack, Trustees of the Leroy L. Laack and Jean Raymonda Laack Family Trust; and Roger C. Vasend and F. J. Vasend ("Landlord"), whose mailing address 5601 66th Avenue, N.E., Salem, OR 97305, and ~~American Tower Corporation~~ American Tower Management, LLC, a corporation ("Tenant") having a principal place of business at 116 Huntington Avenue, Boston, Massachusetts 02116.

WHEREAS, Landlord and Tenant executed and entered into a Lease Agreement (the "Lease") dated December 8, 2000, for the purpose of installing, operating, subleasing and maintaining a communications facility and other improvements on the Property (as hereinafter defined).

WHEREAS, the parties wish to provide a memorandum of the lease to supplement and amend the description of the Property (hereinafter defined).

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Lease Term:** The terms of the Lease shall be five (5) years commencing on Construction Start (the "Commencement Date"), and terminating at midnight on the fifth anniversary of the Commencement Date (the "Initial Term"). Tenant has the option under the terms of the Lease to extend the Lease for nine (9) additional five (5) years terms (the "Renewal Terms").
2. **Property:** Subject to the terms of the Lease, as may be amended from time to time, Landlord has leased to Tenant a portion of the real property described on Schedule 1 attached hereto (the "Property") and Landlord has granted to Tenant, for the Initial Term and any Renewal Term, easements

F.A.T. 06210401V ACCO

JUN 21 2004

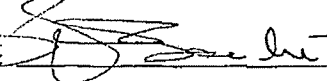
for ingress, egress and utilities over that real property (collectively "Easements").

3. **Notices:** All notices, requests, demands and other communications to Landlord or Tenant shall be made at the addresses for each as set forth above, unless otherwise notified in writing.

JUN 21 2004

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:
Pioneer Trust Bank, N.A.
Trustee for Clarence Heckel FBO Cecilia

By: 

Print Name: Wes Bouche
Title: Vice president
Tax I.D.#: 52-7115300

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:
Pioneer Trust Bank, N.A.
Trustee for Clarence Heckel FBO Kathleen

By: 

Print Name: Wes Bouche
Title: Vice president
Tax I.D.#: 52-7115498

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:
Pioneer Trust Bank, N.A.
Trustee for Clarence Heckel FBO Mary

By: 

Print Name: Wes Bouche
Title: Vice president
Tax I.D.#: 52-7115499

JUN 21 2004

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:

Leroy L. Laack and Jean R. Laack
Trustees of the Leroy L. Laack and Jean Raymonda Laack Family Trust

By: *Leroy L. Laack, Trustee*

Print Name: LEROY L. LAACK

Title: TRUSTEE

Tax I.D.#: 723-03-8575

By: *Jean Raymonda Laack, Trustee*

Print Name: JEAN R. LAACK

Title: TRUSTEE

Tax I.D.#: 542-34-4590

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:

Roger C. Vasend and F. J. Vasend

By: *Roger C. Vasend*

Print Name: ROGER C. VASEND

Title: _____

Tax I.D.#: 503-48-3998

By: *F. J. Vasend*

Print Name: F. J. VASEND

Title: _____

Tax I.D.#: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TENANT:

~~Amerizon Tower Management LLC~~
~~a Delaware corporation~~
a Delaware limited liability company

By: *Jason D. Hirsch*

Print Name: Jason D. Hirsch

Title: Director of Land Management

State of Oregon)
)ss
County of Marion)

Wes Bouche is Vice President of
Pioneer Trust Bank, N.A., as
Trustee

I certify that I know or have satisfactory evidence that Wes Bouche
~~is/are the person(s)~~ who appeared before me, and said person(s) acknowledged that
he/~~she/they~~ signed this instrument, and on oath stated that he/~~she/they~~ is/~~are~~ authorized to
execute the instrument and acknowledged it as the Trustee for Clarence Heckel
FOB Cecilia to be the free and voluntary act of such party(ies) for
the uses and purposes therein mentioned in said instrument.



Lorraine Hansen
Notary Public:
My Commission Expires: March 27, 2005

JUN 21 2004

ACKNOWLEDGMENT



State of Oregon)
County of Marion)ss

I certify that I know or have satisfactory evidence that Leroy L. Laack is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, and on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the Trustee of the Leroy L. Laack and Jean Raymonds Laack Family Trust, the free and voluntary act of such party(ies) for the uses and purposes therein mentioned in said instrument.

Carol Shires
Notary Public:
My Commission Expires:

State of Oregon)
County of Marion)ss

Wes Bouche is Vice President of Pioneer Trust Bank, N.A., as Trustee

I certify that I know or have satisfactory evidence that is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, and on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the Trustee for Clarence Heckel FBO Kathleen to be the free and voluntary act of such party(ies) for the uses and purposes therein mentioned in said instrument.



Loraine Hansen
Notary Public:
My Commission Expires: March 27, 2005

State of Oregon)
County of Marion)ss

Wes Bouche is Vice President of Pioneer Trust Bank, N.A., as Trustee

I certify that I know or have satisfactory evidence that is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, and on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the Trustee for Clarence Heckel FBO Mary to be the free and voluntary act of such party(ies) for the uses and purposes therein mentioned in said instrument.



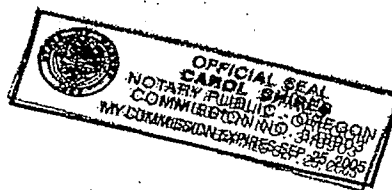
Loraine Hansen
Notary Public:
My Commission Expires: March 27, 2005

State of Oregon,
County of Marion ss

I certify that I know or have satisfactory evidence that Jean Raymonda Laack
is/are the person(s) who appeared before me, and said person(s) acknowledged that
he/she/they signed this instrument, and on oath stated that he/she/they is/are authorized to
execute the instrument and acknowledged it as the Trustees of the Leroy L. Laack and
Jean Raymonda Laack Family Trust to be the free and voluntary act of such party(ies) for
the uses and purposes therein mentioned in said instrument.

Carol Shires

Notary Public:
My Commission Expires:



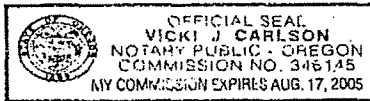
JUN 21 2004

State of Ore
County of Marion ^{SS}

On this day personally appeared before me Roger C Vasend &
F.J. Vasend, to me known to be the individual (s) described in and
who executed the within and foregoing instrument, and acknowledged that he/she/they
signed the same as his/her/their free and voluntary act and deed, for the uses and purposes
therein mentioned.

Vicki J. Carlson
Notary Public:

My Commission Expires: 8-17-05



JUN 21 2004

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX

) ss:
)

On the 21st day of March, 2004, personally appeared the said John D. Hesch of American Tower Management, LLC as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as Director and Manager of American Tower, Inc. and the free act and deed of said limited partnership, before me. American Tower Management, LLC



HEATHER M. DOUGLAS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 5, 2010

[Signature]
Notary Public
My Commission Expires: 2-5-2010

JUN 21 2004

EXHIBIT A

DESCRIPTION OF PROPERTY

to the Agreement dated December 8th, 2000, by and between Pioneer Trust Bank, N.A.; Leroy L. Laack and Jean R. Laack, Trustees of the Leroy L. Laack and Jean Raymonda Laack Family Trust; and Roger C. Vasend and F.J. Vasend as Landlord, and American Tower Management, Inc., a Delaware corporation, as Tenant.

Assessors Parcel Number: Prop. ID: R27844 Map Tax Lot: 073W35AB01700

The Property is described and/or depicted as follows (metes and bounds description):

A parcel of land situated in the Northeast quarter of Section 35, Township 7.. South, Range 3 West Willamette Meridian, Marion County, Oregon, being a portion of that tract described in Reel 1727, Page 275, Marion County Records, said parcel more particularly described as follows:

Beginning at the Southwest corner of said Tract; thence North $02^{\circ}20'17''$ East along the West line of said Tract, 70.00 feet; thence South $87^{\circ}09'18''$ East 60.00 feet; thence South $02^{\circ}20'17''$ West 70.00 feet to the South line of said Tract; thence North $87^{\circ}09'18''$ West 60.00 feet to the point of beginning.

Bearings based on the Oregon State Plane Coordinate System, North Zone.

REEL:2335

PAGE: 127

June 21, 2004, 03:10 pm.

CONTROL #: 116603

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: \$ 71.00

PHIL MILES
CHIEF DEPUTY CO. CLERK

THIS IS NOT AN INVOICE.

JUN 21 2004

Schedule 4

MEMORANDUM OF LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Verizon Wireless
Site Development Property Manager
3350 161st Avenue SE MS 231
Bellevue, WA 98008

MEMORANDUM OF TOWER LEASE AGREEMENT

THIS MEMORANDUM OF TOWER LEASE AGREEMENT, made and entered into as of 27th day of June, 2002, by and between American Tower, L.P., a Delaware limited partnership ("Landlord"), and Verizon Wireless (VAW) LLC, dba Verizon Wireless ("Tenant").

1. Landlord, on the terms and conditions set forth in an unrecorded document dated June 27, 2002, and entitled "Tower Lease Agreement" executed pursuant to that certain unrecorded document dated January 19, 2000, and entitled "Master Tower Site Lease Agreement," which terms and conditions are incorporated herein by reference, and in consideration of the rent and covenants therein provided, did thereby lease to tenant, and Tenant thereby rent and accept from Landlord, certain real property ("Leased Property") located in the County of Marion, state of Oregon, located within a portion of the property of Landlord which is described in Schedule 1 attached hereto and incorporated herein by this reference ("Landlord's Property"), together with a right of access and to install and maintain utilities as described and permitted therein, for an initial term of ten (10) years, which term is subject to certain rights to extend by Tenant.
2. Pursuant to the Tower lease Agreement, among other things, Landlord shall not cause or permit certain subsequent uses of the Landlord's Property which interferes with or impairs the quality of the communications services being rendered by Tenant from the Property as described in the Master Tower Site Lease Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Tower Lease Agreement as of the day and year first above written.

LANDLORD:

American Tower, L.P.
A Delaware limited partnership
By: ATC GP, Inc., its sole general partner
By: [Signature]
Name: Anthony F. Peduto
Title: Vice President, Western Region

TENANT:

Verizon Wireless (VAW) LLC,
dba Verizon Wireless
By: [Signature]
Name: Robert F. Swaine
Title: West Area VP-Network

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

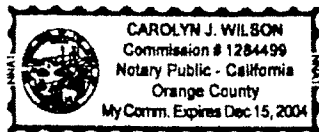
State of California

County of Orange

SS.

On 6-18-02, before me, Carolyn J. Wilson, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert F. Swaine
Name(s) of Signer(s)



☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn J. Wilson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

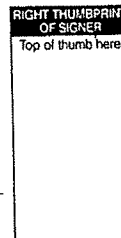
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



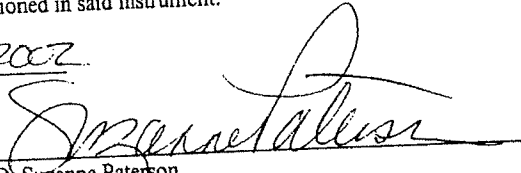
7007 0 2 7007

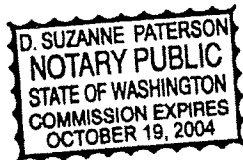
ACKNOWLEDGMENT

State of Washington)
) ss
County of King)

I certify that I know or have satisfactory evidence that Anthony F. Peduto is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it as the Vice President of ATC GP, Inc., the sole general partner of American Tower L.P., a Delaware limited partnership, to be the free and voluntary act of such party(ies) for the uses and purposes therein mentioned in said instrument.

Dated: JUNE 27, 2002


D. Suzanne Paterson
Notary Public in and for the State of Washington residing
at Bonney Lake.
My commission expires: October 19, 2004.



JUL 26 2002

Schedule 1

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

The Landlord's property of which Leased Property is a part is legally described as follows:

Street address: 2266 Mission Street SE
City, State, Zip: Salem, OR 97302

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

LEGAL DESCRIPTION -- LEASE AREA:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, MARION COUNTY, OREGON BEING A PORTION OF THAT TRACT DESCRIBED IN REEL 1727, PAGE 275, MARION COUNTY RECORDS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 02° 20' 17" EAST ALONG THE WEST LINE OF SAID TRACT 70.00 FEET; THENCE SOUTH 87° 09' 18" EAST 60.00 FEET; THENCE SOUTH 02° 20' 17" WEST 70.00 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 87° 09' 18" WEST 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.096 ACRE.

BEARINGS BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

JUL 26 2002

Schedule 5

[Insert Fee Schedule]

Schedule 5
Site Designation Supplement
FEE SCHEDULE

(ATC Site Name: PRINGLE ATC Site #: 41492)

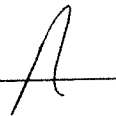
I. AS OF INITIAL COMMENCEMENT DATE:

	<u>Qty on Tower</u>	<u>Initial Charge per Month</u>	<u>Total Initial Charge</u>
Non-Microwave Reserved Space:	1 x	\$ 1591.35	\$ 1591.35
[BTS Contract allows up to and including 12 non-microwave antennas at the basic monthly rent.]			
Microwave Reserved Space:	0 x	\$ 408.45	\$ _____
TOTAL INITIAL SITE MAINTENANCE CHARGE			\$ 1591.35
TOTAL CURRENT SITE RENT			\$ 1591.35

ATC initials:



VW initials:



JUL 26 2007

Schedule 6

OTHER PROVISIONS

[If appropriate, additional provisions can be added on a site specific basis upon mutual written agreement of Landlord and tenant.]

[INTENTIONALLY LEFT BLANK]

JUL 26 2002

REEL:1975

PAGE: 469

July 26, 2002, 04:15 pm.

CONTROL #: 63914

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

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.

JUL 26 2002

Reel Page
2550 199

✓ **AFTER RECORDING,
RETURN TO:**
Gordon Hanna
242 Church Street SE
Salem, OR 97301

**UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO:
NO CHANGE REQUESTED**

PROPERTY LINE ADJUSTMENT DEED

GRANTOR: MISSION STREET SELF STORAGE, LLC, an Oregon limited liability company conveys and warrants to

GRANTEE: MISSION STREET SELF STORAGE, LLC, an Oregon limited liability company the following described real property free of encumbrances except as specifically set forth herein

PROPERTY: As fully described on the attached Exhibit A

SUBJECT TO: Covenants, conditions restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey

CONSIDERATION: Other than money and consists of the requirement to convey land to complete a lot line adjustment process undertaken with the City of Salem, Oregon, a municipal corporation.

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

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

Being a line located in the Northeast quarter of Section 35, Township 7 South, Range 3 West of the Willamette Meridian, City of Salem, Marion County, Oregon; and being more particularly described as follows:

Beginning at a 5/8" iron rod at the southeast corner of that tract of land described in Reel 2420, Page 275, Deed Records for Marion County, Oregon; said corner also being the southeast corner of parcel 1 conveyed to Mission Street Self Storage, LLC., as described in Reel 2333, Page 213, Deed Records for Marion County, Oregon; said iron rod being 394.86 feet South 2°20'24" West and 180.88 feet South 86°59'27" East from the Southeast corner of Lot 1, Block 1 of the Turner Road Addition to Salem, as filed in Book 12, Page 6, Town

Plats, Marion County, Oregon;

thence South 86°59'27" East a distance of 104.13 feet to an iron rod on the westerly line of that tract of land described in Reel 1964, Page 330, Deed Records for Marion County, Oregon.

Bearings used herein are Oregon State plane grid bearings (north zone).

3. The deeds whereby grantor acquired title to the property is recorded in the Deed Records for Marion County, Oregon Reel 2333, Page 211 and Reel 2333, Page 213.

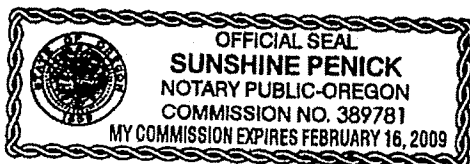
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

Dated this 27 day of September, 2005.


Walt Griffiths, Manager

STATE OF OREGON,)
) ss.
County of Marion. *clackamas*

On this 27th day of September, 2005 personally appeared before me the above named Walter Griffiths, Manager of Mission Street Self Storage, LLC, and acknowledged the foregoing instrument to be its voluntary act and deed.




Notary Public for Oregon

Exhibit "A"**PARCEL ONE:**

Being a tract of land located in the Northeast quarter of Section 35, Township 7 South, Range 3 West of the Willamette Meridian, City of Salem, Marion County, Oregon; and being more particularly described as follows:

Beginning at the southwest corner of parcel 1 as described in Reel 2333 page 213, 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 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;

thence North 2°20'24" East along the west boundary of said parcel 350.98 feet to an iron rod;

thence South 86°59'27" East, along the south boundary of that tract of land described 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;

thence South 86°59'27" East a distance of 104.13 feet to an iron rod the west boundary of that tract of land described in Reel 1964, page 330, Deed Records for Marion County, Oregon;

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;

thence South 02°14'41" East, continuing along said westerly boundary, a distance of 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;

thence North 86°58'07" West, along said north boundary, a distance of 99.72 feet to an iron rod at the southeast corner of that tract described in Reel 290 Page 1429;

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;

thence North 86°59'46" West, along the north boundary of said tract, a distance of 180.77 feet to the point of beginning.

Containing an area of 3.28 acres, more or less.

Bearings used herein are Oregon State plane grid bearings (north zone).

TOGETHER WITH, an easement for road and utilities over and upon the west 25 feet of that property described in Reel 2333, Page 213, Deed Records for Marion County, Oregon.

SUBJECT TO, a 10' private sanitary sewer line described in that document recorded in Volume 525, page 434, Deed Records for Marion County, Oregon.

SUBJECT TO, a lease agreement for American Tower Management described in Reel 1745, page 413, Deed Records for Marion County, Oregon.

SUBJECT TO, a lease agreement from American Tower Management to Verizon Wireless LLC, described in Reel 1975, page 469, Deed Records for Marion County, Oregon.

SUBJECT TO, a 10-foot wide sewer easement, and being more particularly described as follows:

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 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 Turner Road Addition to Salem, as filed in Book 12, Page 6, Town Plats, Marion County, Oregon; and running,

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;

thence South 86°59'27" East a distance of 10 feet to a point;

thence South 2°20'24" West a distance of 10 feet to a point;

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;

thence North 2°20'24" East 10 feet to the point of beginning.

PARCEL TWO:

Being a tract of land located in the Northeast quarter of Section 35, Township 7 South, Range 3 West of the Willamette Meridian, City of Salem, Marion County, Oregon; and being more particularly described as follows:

Beginning at a 5/8" iron rod at the southeast corner of that tract of land described in Reel 2420, Page 275, Deed Records for Marion County, Oregon; said iron rod being 394.86 feet South 2°20'24" West and 180.88 feet South 86°59'27" East from the Southeast corner of Lot 1, Block 1 of the Turner Road Addition to Salem, as filed in Book 12, Page 6, Town Plats, Marion County, Oregon;

thence North 02°20'36" East, along the east line of said tract of land, a distance of 303.38 feet to an iron rod on the southerly line of Mission Street S.E.;

thence South 57°40'38" East, along said southerly line of Mission Street S.E., 140.51 feet to an iron rod at the northwest corner of that tract of land described in Reel 1964, Page 330, Deed Records for Marion County, Oregon;

thence South 6°38'03" West, along the westerly line of said tract, a distance of 235.04 feet to an iron rod;

thence North 86°59'27" West 104.13 feet to the place of beginning.

Containing 0.70 acres, more or less.

Bearings used herein are Oregon State plane grid bearings (north zone).

TOGETHER WITH, a 10-foot wide sewer easement, and being more particularly described as follows:

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 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 Turner Road Addition to Salem, as filed in Book 12, Page 6, Town Plats, Marion County, Oregon; and running,

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;

thence South 86°59'27" East a distance of 10 feet to a point;

thence South 2°20'24" West a distance of 10 feet to a point;

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;

thence North 2°20'24" East 10 feet to the point of beginning.

SUBJECT TO, a 5' slope easement described in that document recorded in Reel 463, page 331, Deed Records for Marion County, Oregon.

REEL:2550

PAGE: 199

October 11, 2005, 03:35 pm.

CONTROL #: 152257

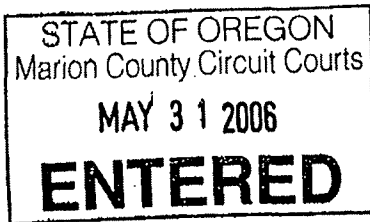
State of Oregon
County of Marion

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.



Reel Page
2664 444
STATE OF OREGON
MARION COUNTY COURTS
MAY 26 2006
FILED

5 IN THE CIRCUIT COURT OF THE STATE OF OREGON

6 FOR THE COUNTY OF MARION

7 CITY OF SALEM, OREGON, an Oregon }
municipal corporation }

8 PLAINTIFF, }

CASE No. 05C22139

9 v. }

GENERAL JUDGMENT

10 MISSION STREET SELF STORAGE, }
11 LLC, an Oregon limited liability company; }
12 LEROY L. LAACK AND JEAN }
RAYMONDA LAACK FAMILY TRUST; }
13 THE RAWLINS FAMILY TRUST; }
14 ROGER C. VASEND; F.J. VASEND; }
AMERICAN TOWER, L.P., a Delaware }
15 limited partnership; VERIZON }
WIRELESS (VAW), LLC, a Delaware }
16 limited liability company, doing business }
as Verizon Wireless; and UMPQUA }
BANK, }

17 DEFENDANTS. }

18
19 THIS MATTER came before the Court on the stipulation of the City of Salem and
20 Mission Street Self-Storage, LLC, that the parties have reached an agreement as to the
21 settlement of all claims between the parties, and the Court being fully advised,

22 IT IS ADJUDGED that the just compensation due to the defendants on account of the
23 condemnation in this action is \$1,135,000.
24

CITY OF SALEM LEGAL DEPT.
555 LIBERTY ST SE, RM 205
SALEM, OR 97301

Gordon Hanna, P.C.
Attorney at Law
12 Church St. SE
Salem OR 97301
T: (503) 585-3408
F: (503) 375-2649
gahanna@gordonhanna.com

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 Beginning at the southwest corner of parcel 1 as described in Reel 2333 page 213,
7 Deed Records for Marion County, Oregon; said corner being South 2°20'24" West
8 745.88 feet from the Southeast corner of Lot 1, Block 1 of Turner Road Addition to
9 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;

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
16 76.84 feet to an iron pipe and angle point in said westerly boundary;

17 thence South 02°14'41" East, continuing along said westerly boundary, a distance of
18 721.07 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;

19 thence North 86°58'07" West, along said north boundary, a distance of 99.72 feet to
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
21 feet to an iron rod at the northeast corner thereof;

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

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
5 in Volume 525, page 434, Deed Records for Marion County, Oregon.

6 **SUBJECT TO**, a lease agreement for American Tower Management described in Reel
7 1745, page 413, as amended by that certain Amended Memorandum of Lease recorded
at Reel 2335, Page 127, Deed Records for Marion County, Oregon.

8 **SUBJECT TO**, a Tower Lease Agreement from American Tower, L.P., a Delaware
9 limited partnership to Verizon Wireless LLC, described in Reel 1975, page 469, Deed
Records for Marion County, Oregon.

10 **SUBJECT TO**, a 10-foot wide sewer easement, and being more particularly described
as follows:

11 Beginning at the iron rod that is at the Northwest corner of that tract of land that is
12 described in Reel 2333, Page 213, Deed Records for Marion County, Oregon, said iron
rod also being depicted on CS 36605, Survey Records for said county, said iron rod also
13 being 394.86 feet South 2°20'24" West from the Southeast corner of Lot 1, Block 1 of
Turner Road Addition to Salem, as filed in Book 12, Page 6, Town Plats, Marion County,
Oregon; and running,

14
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
19 thence South 2°20'24" West a distance of 10 feet to a point;

20
21 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;

22
23 thence North 2°20'24" East 10 feet to the point of beginning.

24
25 IT IS FURTHER ADJUDGED that no attorney fees, appraiser's fees, interest or other
26 costs is awarded to any of the parties.

1 IT IS FURTHER ADJUDGED that defendants Mission Street Self Storage, LLC, waive
2 the 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;

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

21 IT IS FURTHER ORDERED that all claims by the LEROY L. LAACK AND JEAN
22 RAYMONDA LAACK FAMILY TRUST and the RAWLINS FAMILY TRUST against the
23
24

1 CITY OF SALEM arising from this condemnation or any interest they, or either of them, have
2 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
4 condemnation award are MISSION STREET SELF-STORAGE, LLC and LEROY L. LAACK
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;

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

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

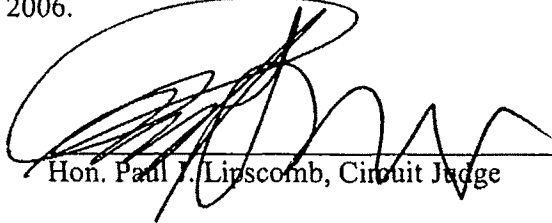
20 IT IS FURTHER ORDERED that nothing in this Order, and no proceeding in this action,
21 shall be deemed to have affected the right of any party in Case No. 05C-13199 and all of their
22 rights, if any, that existed prior to entry of this order shall continue, except that the funds paid
23
24

1 herein shall be substituted for the Property;

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

9 IT IS FURTHER ORDERED that all funds except those transferred to Case No. 05C-
10 13199 and paid to Umpqua Bank shall be released to Defendant MISSION STREET SELF-
11 STORAGE, in care of Gordon Hanna, P.C., 242 Church Street SE, Salem, Oregon 97301.

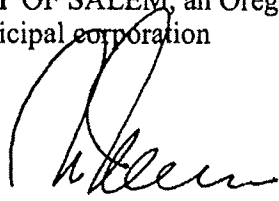
12 DATED this 26th day of May, 2006.

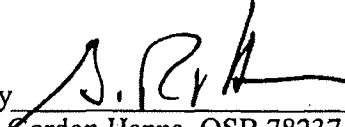
13
14 
15 Hon. Paul J. Lipscomb, Circuit Judge

16 **IT IS SO STIPULATED:**

17 CITY OF SALEM, an Oregon
18 municipal corporation

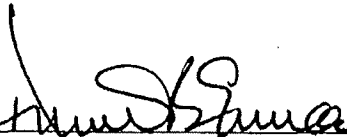
GORDON HANNA, P.C.

19
20 
21 By
22 Aaron Felton, Assistant City Attorney
23 OSB 94303, Attorney for Plaintiff

24
25 By 
26 Gordon Hanna, OSB 78237
Attorney for Defendant Mission Street Self-
Storage

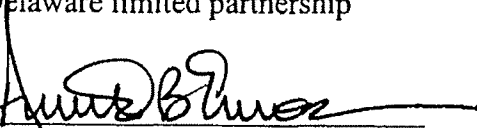
1
2 AMERICAN TOWER
3 MANAGEMENT, LLC
4 a Delaware limited liability company

VERIZON WIRELESS (VAW) , LLC
a Delaware limited liability company, doing
business as Verizon Wireless

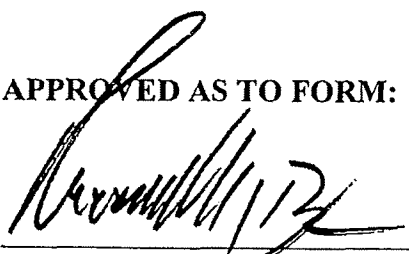
5 By 
6 Hunter Emerick, OSB 84136
7 of Attorneys for American Tower
8 Management, LLC

By _____
Christopher Koback, OSB 91340
of attorneys for Verizon Wireless

9 AMERICAN TOWER, L.P.
10 a Delaware limited partnership

11 By 
12 Hunter Emerick, OSB 84136
13 Of Attorneys for American Tower

14 APPROVED AS TO FORM:

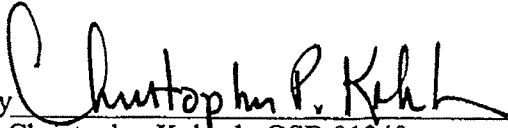
15 
16 Terrence Kay, OSB 81437
17 Attorney for Defendants Laack and
18 Rawlins

19 ORDER PRESENTED BY:
20 Gordon Hanna, OSB #78237
21 Attorney for Defendant Mission Street Self Storage
22
23
24

1
2 AMERICAN TOWER
MANAGEMENT, LLC
3 a Delaware limited liability company

VERIZON WIRELESS (VAW), LLC
a Delaware limited liability company, doing
business as Verizon Wireless

4
5 By _____
6 Hunter Emerick, OSB 84136
of Attorneys for American Tower
Management, LLC

By  _____
Christopher Koback, OSB 91340
of attorneys for Verizon Wireless

7 AMERICAN TOWER, L.P.
8 a Delaware limited partnership

9
10 By _____
11 Hunter Emerick, OSB 84136
Of Attorneys for American Tower

12
13 **APPROVED AS TO FORM:**

14
15 _____
16 Terrence Kay, OSB 81437
Attorney for Defendants Laack and
17 Rawlins

18
19 **ORDER PRESENTED BY:**
Gordon Hanna, OSB #78237
20 Attorney for Defendant Mission Street Self Storage

CERTIFICATE OF SERVICE/MAILING

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:

Aaron D. Felton, OSB #94303
Assistant City Attorney/Trial Attorney
City of Salem
555 Liberty St. SE, Rm #205
Salem, OR 97301

Attorney for Plaintiff

Hunter Emerick
Saalfeld Griggs PC
250 Church St. SE, Ste #300
Salem, OR 97308

of Attorneys for Defendant American Tower

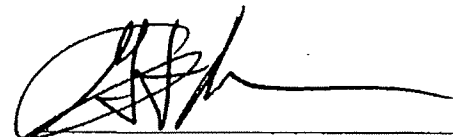
Christopher Koback
Davis Wright Tremaine LLP
1300 SW 5th Ave., Ste #2300
Portland, OR 97201

of Attorneys for Defendant Verizon Wireless

Terrence Kay
3155 River Rd. S, Ste #150
Salem, OR 97302

Attorney for Defendants Laack and Rawlins

on this 26th day of May, 2006.



Gordon Hanna, OSB #78237
Attorney for Defendant
Mission Street Self Storage

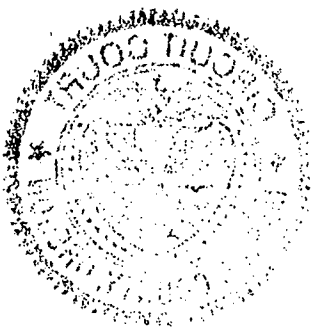
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

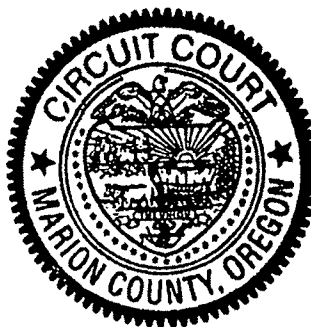
I certify the foregoing are true copies of the **General Judgment**.

By _____
Gordon Hanna

grh\files\mission st. city of salem\general judgment4

Gordon Hanna, P.C.
Attorney at Law
2 Church St. SE
Salem OR 97301
T: (503) 585-3408
F: (503) 375-2649
anna@gordonhanna.com





STATE OF OREGON } ss
County of Marion

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: 6/18/06
TRIAL COURT ADMINISTRATOR

By _____

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.