

**RECORDING COVER SHEET**

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING (ORS 205.234). ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS CONTAINED WITHIN THE DOCUMENT.

- A. Names of the Transactions described in the attached instrument:

*Private Road Improvement Agreement*  
~~Memorandum of Understanding~~

- B. Names of First Parties:

**The Pictsweet Company, PS  
Mushrooms, LLC, State Street  
Mushrooms, LLC, Cordon Road  
Mushrooms, LLC, Marion Mushroom  
Farm, LLC, Auburn Road Mushroom  
Farm, LLC, and Salem Mushroom  
Farm, LLC**

Names of Second Parties:

**Marion County, a political subdivision  
of the State of Oregon**

- C. Consideration Paid (If applicable): **\$N/A**
- D. Lien or Satisfaction Amount (If applicable): **N/A**
- E. Until a change is requested, all tax statements shall be sent to the following address:

**No change**

- F. Name and address of person authorized to receive the instrument after recording:

✓ **Scott A. Norris  
Marion County Office of Legal Counsel  
PO Box 14500  
Salem OR 97309**

**TO PROVIDE FOR THE CONSTRUCTION OF  
TRANSPORTATION AND STORM DRAINAGE IMPROVEMENTS  
RELATED TO THE DEVELOPMENT OF  
FARMINGTON ESTATES AND FARMINGTON VILLAGE**

This MEMORANDUM OF UNDERSTANDING is made and entered into by and among:

**THE PICTSWEET COMPANY**, a Delaware corporation, ("Pictsweet");

**PS MUSHROOMS, LLC**, a Delaware limited liability company ("PS");

**STATE STREET MUSHROOMS, LLC**, a Delaware limited liability company, ("State");

**CORDON ROAD MUSHROOMS, LLC**, a Delaware limited liability company, ("Cordon");

**MARION MUSHROOM FARM, LLC**, a Delaware limited liability company, ("Marion");

**AUBURN ROAD MUSHROOM FARM, LLC**, a Delaware limited liability company, ("Auburn");

**SALEM MUSHROOM FARM, LLC**, a Delaware limited liability company, ("Salem");  
and

**MARION COUNTY, OREGON**, a political subdivision of the State of Oregon ("Marion County").

(Pictsweet, PS, State, Cordon, Marion, Auburn and Salem are sometimes collectively referred to hereinbelow as "Owners").

**RECITALS:**

The Owners are the owners of seven parcels of real property totaling approximately 117.90 acres, which parcels are generally located west of Cordon Road, N.E. between State Street and Auburn Road, N.E. in Marion County, Oregon. The Owners' properties are more particularly identified as Tax Lots 200 and 201 on map 7-2W-29B and Tax Lots 100, 101, 200, 300 and 400 on map 7-2W-29C. These parcels, (together with Tax Lot 199 (map 7-2W-29C), which Tax Lot is owned by a third party), are illustrated on the map attached hereto as *Exhibit A* and by this reference incorporated herein. The Owners' parcels are hereinafter referred to as the "Properties". The Properties are more particularly described as set forth in *Exhibit B*, attached hereto and by this reference incorporated herein.

Owners have filed an application with the City of Salem, Oregon to annex the Properties, together with Tax Lot 199, to the City of Salem, and to amend the comprehensive plan designations and zoning classifications applicable to the Properties from "Industrial" and "Industrial Park", "Urban Transition" and "Urban Development" to "Single Family Residential", "Multiple Family Residential" and "Commercial" and corresponding zoning classifications of the City of Salem. Owners' application ("the Application") is currently pending before the City of Salem.

In conjunction with the Application, Owners have applied to the City of Salem for an Urban Growth Area Development Preliminary Declaration ("UGA Declaration"). A UGA Declaration is required under section 66.050 of the Salem Revised Code because the Properties are located inside the Urban Service Area ("USA") in an area without required facilities. A UGA Declaration and the ensuing UGA Permit will require Owners or their successor or successors in interest to provide linking and boundary facilities to the Properties in conjunction with the development thereof.

Marion County, acting through its Public Works Department, has expressed concerns regarding the need for road improvements and access management on Cordon Road and at other locations that are impacted by the development (which are outside the urban growth boundary and/or city limits and under County jurisdiction), and regarding the need for improvements to storm water drainage facilities (which facilities are subject to County jurisdiction.) These road improvements and access management and storm water drainage facility improvements are hereinafter collectively referred to as the "County Infrastructure Improvements".

The City of Salem has acknowledged that the County Infrastructure Improvements are infrastructure facilities that Owners or their successor or successors who develop the Properties should be required to provide or contribute to providing on an equitable basis under the provisions of the UGA Declaration. However, the City of Salem has expressed concern that because Cordon Road lies outside the city limits and the urban growth boundary, the city may lack jurisdiction to compel the making of the County Infrastructure Improvements.

Owners acknowledge that in conjunction with the development of the Properties, they or a successor or successors who develop the Properties will be required to make or contribute on an equitable basis to making the County Infrastructure Improvements; and Owners, for themselves and for their respective successors in interest are willing to commit to making or to contributing on an equitable basis to the making of the County Infrastructure Improvements at the time the Properties are developed, provided that the Properties are annexed to the City of Salem and the comprehensive plan and zone changes described hereinabove are approved.

The Owners and Marion County now wish to enter into this Memorandum of Understanding for the purpose of outlining their respective commitments to one another concerning the making of the County Infrastructure Improvements in conjunction with the development of the Properties following their annexation to the City of Salem and the approval of the comprehensive plan and zoning changes described hereinabove.

NOW, THEREFORE, in consideration of their mutual covenants contained herein, the Owners and Marion County hereby covenant and agree with one another as follows:

**1. Identification of County Infrastructure Improvements.** Owners and Marion County acknowledge and agree that the County Infrastructure Improvements will need to be made or contributed to on an equitable basis by the Owners or their successors in interest in conjunction with the development of the Properties. The list set forth in this section 1 represents the type and magnitude of the County Infrastructure Improvements that are anticipated to be required as a result of the development of the Properties to address the combined effects of traffic impacts, transportation planning requirements, design standards, drainage needs and issues, access policies and safety concerns. The Owners and Marion County acknowledge and agree that the County Infrastructure Improvements listed herein are in addition to other linking and boundary requirements that will be imposed on the developers of the Properties under the terms of the UGA Declaration, and that the requirement for completing such other linking and boundary requirements will be enforced by the City of Salem under the UGA Declaration and the ensuing UGA Permit. Owners and Marion County further acknowledge and agree that the list of County Infrastructure Improvements set forth herein is not intended to represent and does not constitute a specific improvement agreement. Owners and Marion County acknowledge that development of the Properties will occur over an extended period of time; that the exact timing of the development and the completion of the County Infrastructure Improvements is currently unknown; and that changing conditions or development patterns may also occur that dictate modifications to the County Infrastructure Improvements set forth hereinbelow. Owners acknowledge and agree that the understandings set forth herein regarding the completion of the County Infrastructure Improvements shall run with the Properties and shall be binding upon the Owners' successors in interest. Owners and their successors in interest and Marion County will work together in a cooperative fashion to develop and fine tune the exact list of County Infrastructure Improvements to be made or contributed to on an equitable basis by the developers of the Properties pursuant to this Memorandum, and to develop specific agreements regarding the timing for the making of the County Infrastructure Improvements in conjunction with other linking and boundary requirements that will be required. All appropriate engineering reviews, standards and permits will be required for all County Infrastructure Improvements, and Marion County will participate in the scoping of the various studies and shall review and approve those studies and analyses that contribute to the determination of the County Infrastructure Improvements. The County Infrastructure Improvements that the Owners and Marion County have identified as of the date of this Memorandum of Understanding are as follows:

**A. Street Improvements.**

- a) The dedication of right-of-way along Cordon Road N.E. that fronts on the Properties to Marion County standards. Additional right-of-way may be required to accommodate needed improvements.
- b) The improvement of that portion of Cordon Road, N.E. that fronts on the Properties and Tax Lot 199 to Marion County and regional facility standards.

- c) The widening of Cordon Road to a four-lane section with center median from Center Street to State Street. Owners and Marion County acknowledge that the widening of Cordon Road between Center Street and State Street is already on the Illustrative List of needed projects in the SKATS 2031 Regional Transportation System Plan ("RTSP"); that on January 26, 2010, an amendment to the RTSP moving the Cordon Road widening project from the Illustrative List to the Included List will be considered and possibly adopted; and that the widening of this section of Cordon Road may occur prior to the development of the Properties.
- d) If Marion County permits the development of a limited access from the Properties directly to Cordon Road, N.E., in order to address safety and vehicle conflict issues, the improvements to Cordon Road, N.E. will include the design and installation of special channelized entry and exit medians along a portion of the frontage.
- e) The addition of a new east-bound left turn lane and a new east-bound right turn lane at the State Street/Cordon Road N.E. intersection, with related signal improvements.
- f) The signalization and addition of turn lanes on Auburn Road at the Auburn Road/Cordon Road intersection.
- g) The contribution of a proportional share toward improvements at other intersections where traffic impacts from the development of the Properties contribute to the need for improvements. Likely locations include the intersections of Lancaster Drive with Center Street, Auburn Road and State Street. An alternative may be to construct commensurate in-lieu improvements.
- B. **Storm Water Drainage Facility Improvements.** Owners and Marion County acknowledge that the downstream storm water drainage facilities (in particular, the culverts under Auburn Road) may not have adequate capacity for conveying existing storm water runoff generated by the contributing catchment area. Accordingly:
  - a) Prior to any development of the Properties, the Owners or other developer shall provide a storm water management plan (the "Plan") that shall demonstrate that there is adequate downstream conveyance, under full flow conditions, for runoff generated by a 50-year storm event. The Plan shall include a model that evaluates the backwater or tail water effects within the channel system, starting at least 0.5 mile downstream of the Auburn Road culverts or the Properties' point of discharge. The Plan shall maintain existing and adjacent drainage historically serving the adjacent properties.
  - b) If the Plan demonstrates that the downstream storm water drainage facilities

described above do not have adequate capacity for conveying existing storm water runoff generated by the contributing catchment area, then in conjunction with the development of the Properties, the Owners or their successor or successors in interest shall replace or contribute on an equitable basis to the replacement of the Auburn Road Culverts with culverts that have adequate capacity to convey existing storm water runoff generated by the contributing catchment area.

2. **Support of Annexation and Redevelopment Proposal.** In consideration of Owners' commitment to the completion of the County Infrastructure Improvements in conjunction with the development of the Properties, Marion County agrees to support the issuance of the UGA Declaration and Permit, the annexation of the Properties and the approval of the comprehensive plan and zone changes described hereinabove. Marion County further agrees that it will not appeal the UGA Declaration or Permit issued by the city of Salem.

3. **Miscellaneous Provisions.**

- A. **Effective Date.** This Memorandum of Understanding shall become effective upon the date of the last signature hereon.
- B. **Compliance With Applicable Law.** Owners and Marion County shall each comply with all federal, state and local laws, regulations, rules and resolutions applicable to the provisions of this Memorandum of Understanding.
- C. **Severability.** Owners and Marion County agree that if any term or provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Memorandum of Understanding did not contain the particular term or provision held to be invalid.
- D. **Modification.** This Memorandum of Understanding may not be altered, modified, supplemented or amended in any manner whatsoever except by mutual agreement of Owners and Marion County in writing. Any such alteration, modification, supplementation or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by Owners and an authorized representative of Marion County.
- E. **Waiver.** No provision of this Memorandum of Understanding may be waived except in writing by the party waiving compliance. No waiver of any provision of this Memorandum of Understanding shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Memorandum of Understanding shall not operate as a waiver of such provision or of any other provision.

F. **Execution in Counterparts.** This Memorandum of Understanding may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same Memorandum of Understanding.


G. **Entire Understanding.** This Memorandum of Understanding sets forth the entire understanding between Owners and Marion County as of the effective date hereof; however, Owners and Marion County contemplate that they shall from time to time supplement, modify and elaborate upon the understandings set forth herein.

IN WITNESS WHEREOF, Owners and Marion County have caused this Memorandum of Understanding to be executed on their behalf.

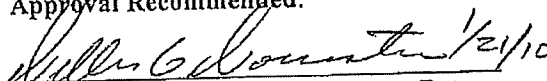
**OWNERS**

**MARION COUNTY, OREGON**

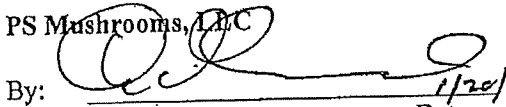
The Pictsweet Company

By:   
Its: CARL GRUENEWALD Date 1/20/10  
Vice President Emeritus

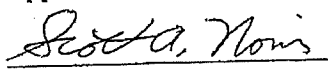
Approval Recommended:

  
Director of Public Works Date 1/21/10

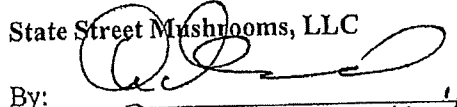
PS Mushrooms, LLC

By:   
Its: CARL GRUENEWALD Date 1/20/10  
President

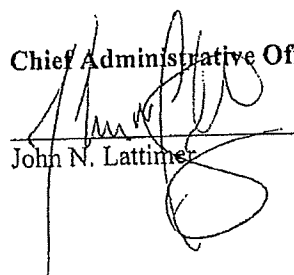
Approved as to form:

  
Legal Counsel Date 1/21/10

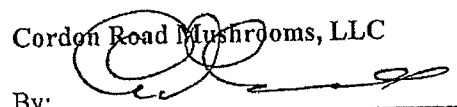
State Street Mushrooms, LLC

By:   
Its: CARL GRUENEWALD Date 1/20/10  
President

Chief Administrative Officer

  
John N. Lattimer Date 01/21/10

Cordon Road Mushrooms, LLC

By:   
Its: CARL GRUENEWALD Date 1/20/10  
President

Marion County Mushrooms, LLC

By: [Signature] 1/20/10  
Date

Its: President

Auburn Road Mushroom Farm, LLC

By: [Signature] 1/20/10  
Date

Its: President

Salem Mushroom Farm, LLC

By: [Signature] 1/20/10  
Date

Its: President

STATE OF OREGON )  
 )ss.:  
County of Marion )

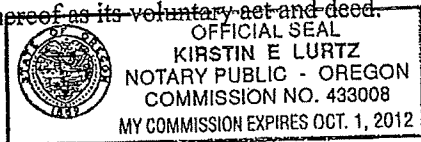
The foregoing instrument was acknowledged before me this 21 day of January, 2010 by John Lattimer, who stated that he is the Chief Administrative Officer of Marion County, Oregon, and that he executed the foregoing instrument on behalf of Marion County, Oregon as its voluntary act and deed.



[Signature]  
Notary Public for Oregon  
My commission expires: 10/1/12

STATE OF OREGON )  
 )ss.:  
County of Marion )

The foregoing instrument was acknowledged before me this 21 day of January, 2010 by Scott A. Norris who stated that he is the Assistant Legal Counsel of Marion County, Oregon, and that he executed the foregoing instrument to indicate his approval of the form thereof as its voluntary act and deed.



*[Signature]*  
Notary Public for Oregon

My commission expires: 10/1/12

STATE OF OREGON )  
 )ss.:  
County of Marion )

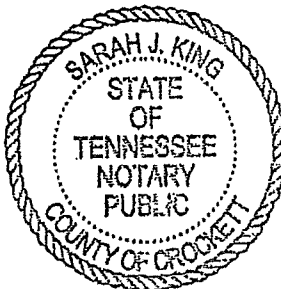
The foregoing instrument was acknowledged before me this 21 day of January, 2010 by William G. Worcester, PE, who stated that he is the Director, Department of Public Works, Marion County, Oregon, and that he executed the foregoing instrument to indicate his recommendation for approval of the foregoing instrument., as his voluntary act and deed.



*[Signature]*  
Notary Public for Oregon  
My commission expires: 10/8/12

STATE OF TENNESSEE )  
 )ss.:  
County of Crockett )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2010 by Carl Gruenewald, who stated that he is Vice President Emeritus of The Pictsweet Company, a Delaware corporation, and that he executed the foregoing instrument as the voluntary act and deed of said corporation.



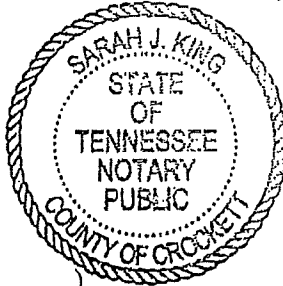
*[Signature]*  
Notary Public for Tennessee  
My commission expires: 11/20/12

STATE OF TENNESSEE )

)ss.:

County of Crockett )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January 2010 by Carl Gruenewald, who stated that he is President of PS Mushrooms, LLC, a Delaware limited liability company, and that he executed the foregoing instrument as the voluntary act and deed of said corporation.



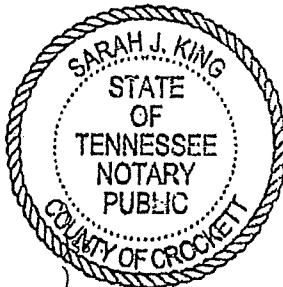
Sarah J. King  
Notary Public for Tennessee  
My commission expires: 11/20/12

STATE OF TENNESSEE )

)ss.:

County of Crockett )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January 2010 by Carl Gruenewald, who stated that he is President of State Street Mushrooms, LLC, a Delaware limited liability company, and that he executed the foregoing instrument as the voluntary act and deed of said corporation.

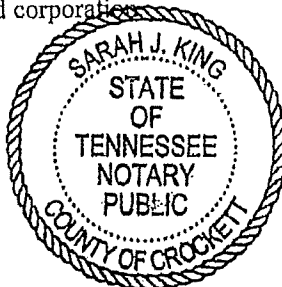


Sarah J. King  
Notary Public for Tennessee  
My commission expires: 11/20/12

STATE OF TENNESSEE )

County of Crockett )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January 2010 by Carl Gruenewald, who stated that he is President of Cordon Road Mushrooms, LLC, a Delaware limited liability company, and that he executed the foregoing instrument as the voluntary act and deed of said corporation.



Sarah J. King  
Notary Public for Tennessee  
My commission expires: 11/20/12

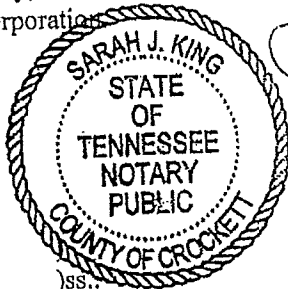
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STATE OF TENNESSEE )

)ss.:

County of Crockett )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January 2010 by Carl Gruenewald, who stated that he is President of Marion County Mushrooms, LLC, a Delaware limited liability company, and that he executed the foregoing instrument as the voluntary act and deed of said corporation.



Sarah J. King  
Notary Public for Tennessee

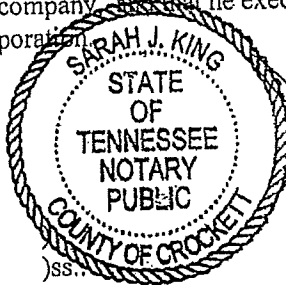
My commission expires: 11/20/12

STATE OF TENNESSEE )

)ss.:

County of Crockett )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January 2010 by Carl Gruenewald, who stated that he is President of Auburn Road Mushroom Farm, LLC, a Delaware limited liability company, and that he executed the foregoing instrument as the voluntary act and deed of said corporation.



Sarah J. King  
Notary Public for Tennessee

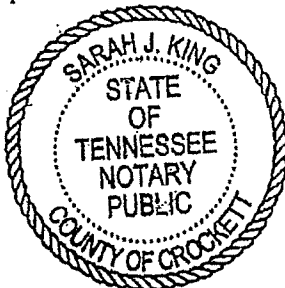
My commission expires: 11/20/12

STATE OF TENNESSEE )

)ss.:

County of Crockett )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January 2010 by Carl Gruenewald, who stated that he is President of Salem Mushroom Farm, LLC, a Delaware limited liability company, and that he executed the foregoing instrument as the voluntary act and deed of said corporation.



Sarah J. King  
Notary Public for Tennessee

My commission expires: 11/20/12

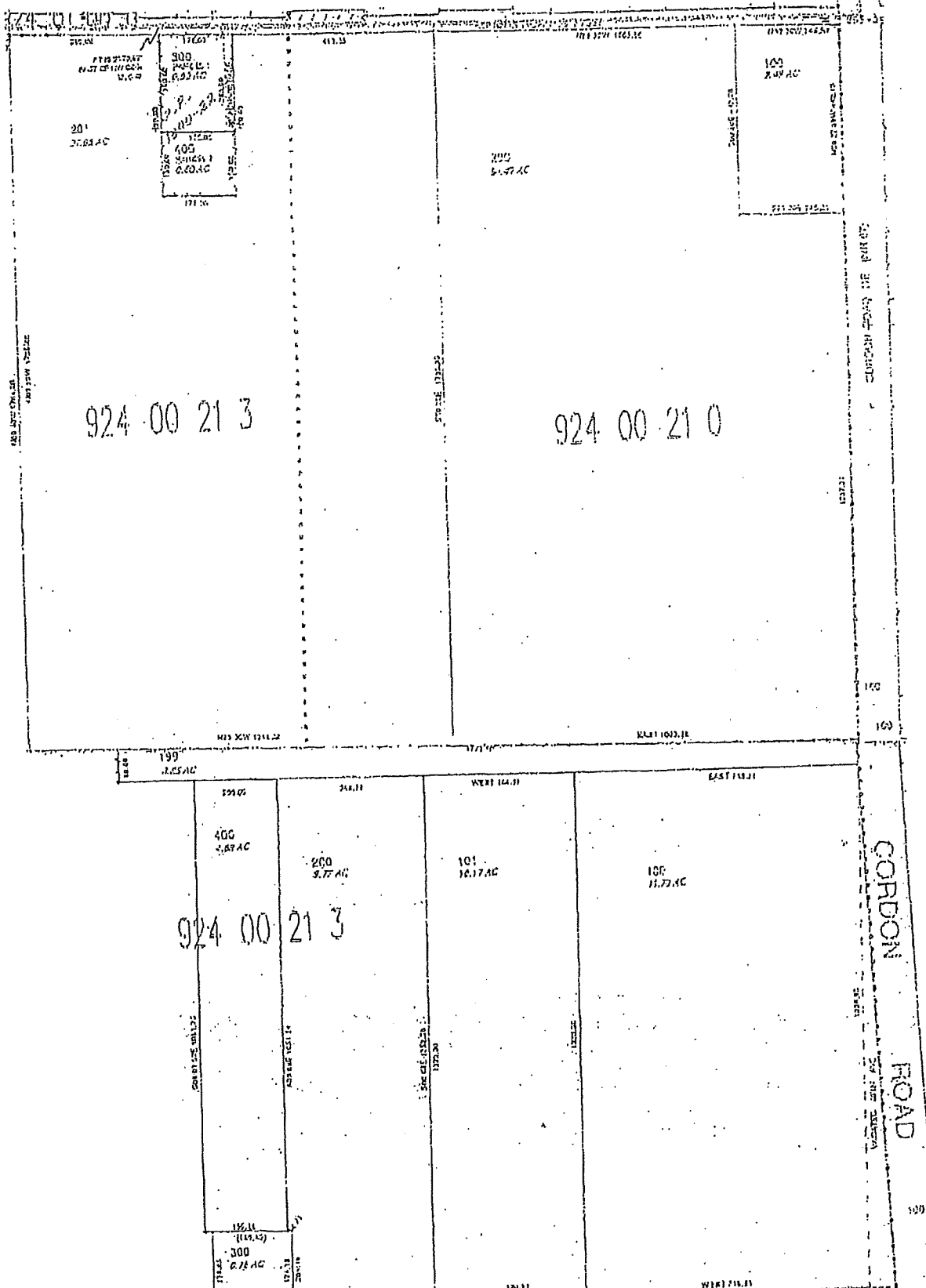
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# EXHIBIT A



## EXHIBIT B

### PARCEL I:

Beginning in the center of the County Road at a point which is 0.72 chains North 1°20' West and 1193.36 feet South 89°34' West from the most Northerly Northwest corner of the J. C. Caplinger Donation Land Claim No. 75, in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 89°34' West along the center of said County Road, a distance of 339.96 feet; thence North 0°11' West 204.50 feet; thence South 89°49' West 8.63 feet; thence North 0°08' West 1051.24 feet to the South line of the Southern Pacific Railroad right of way; thence South 89°51' East along the South line of the said Railroad right of way 348.76 feet; thence South 0°08' East 1252.36 feet to the place of beginning. EXCEPT that part conveyed to Marion County, Oregon, by deed dated October 7, 1957, recorded October 10, 1957, in Volume 504, page 742, Deed Records, in Marion County, Oregon.

### PARCEL II:

Beginning at a point 27.57 chains South 89°30' East from the Southwest corner of the Donation Land Claim of Zachariah Pollard and wife, in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence running South 89°30' East 15.43 chains; thence South 0°30' East 26.30 chains to the South line of the Samuel Parker Donation Land Claim; thence North 89°30' West 15.43 chains; thence North 0°30' West 26.30 chains to the place of beginning, situated in Marion County, Oregon. SAVE AND EXCEPT that portion thereof lying within the right of way of the Southern Pacific Company along the Southerly boundary. ALSO SAVE AND EXCEPT: Beginning in the center of the County Road at a point which is 2179.62 feet South 89°30' East from the Southwest corner of the Zachariah Pollard Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 89°30' East along the center of said road, a distance of 175.00 feet; thence South 0°40' East parallel with the West line of Parcel No. 1 of a tract of land conveyed to West Foods and recorded in Volume 522, page 143, Deed Records for said County and State, a distance of 400.00 feet; thence North 89°30' West parallel with the center of said road, 175.00 feet; thence North 0°40' West a distance of 400.00 feet to the place of beginning.

### PARCEL III:

Beginning at a point 21.27 chains North and 79.80 chains East of the most Southerly Southeast corner of the Donation Land Claim of Samuel Parker and wife, in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence East on the South line of Samuel Parker's Claim 15.30 chains; thence North 0°30' West 26.20 chains to the North line of M. L. Savage's Donation Land Claim; thence North 89°30' West along the North line of said M. L. Savage's Claim 15.30 chains; thence South 0°30' East 26.20 chains to the place of beginning, and situated in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon. SAVE AND EXCEPT that portion conveyed to the Southern Pacific Railroad Company.

ALSO SAVE AND EXCEPT: Beginning at a point South 92 links, South 89° 30' East 53.94 chains and South 0°30' East 30 links, from the Southwest corner of the Zachariah Pollard Donation Land Claim; thence South 0°30' East 6.70 chains to an iron rod; thence South 89°30' East 4.10 chains to an iron rod; thence North 0°30' West 6.70 chains to the South boundary of the County Road; thence North 89°30' West along the South boundary of said County Road; 4.10 chains to the point of beginning, all in Township 7 South Range 2 West of the Willamette Meridian in Marion County, Oregon. ALSO SAVE AND EXCEPT that portion conveyed to Marion County, Oregon, by deed dated March 29, 1961, recorded March 31, 1961, in Volume 543, page 378, Deed Records for Marion County.

PARCEL IV:

Beginning at an iron pipe .72 chains North 1°20' West 1723.32 feet South 89°34' West and North 0°11' West 205.33 feet from the most Northerly Northwest corner of the J. C. Caplinger Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, and running thence South 89°49' West 1.63 feet; thence North 0° 08' West 1051.24 feet to the South line of the Southern Pacific Co. Railroad right of way; thence South 89°51' East along said right of way 200.00 feet to an iron pipe; thence South 0°08' East 1051.24 feet to an iron pipe; thence South 89°49' West 181.37 feet to the place of beginning.

PARCEL V:

Beginning at a point in the center of the County Road leading from Geer to Salem, which is 10.681 chains West of a point which is 12.56 chains West and 60 links North from the most Northerly Northwest corner of the J. C. Caplinger Donation Land Claim No. 75 in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; and running thence West along the center line of said County Road; 190 feet; thence North 200 feet; thence East 190 feet; thence South 200 feet to the point of beginning. SAVE AND EXCEPT that portion conveyed to Marion County, a political subdivision of the State of Oregon; by instrument recorded September 26, 1957, in Volume 504, page 419, Deed Records for Marion County, Oregon.

PARCEL VI:

Beginning at a point which is 0.30 chains North and 1.666 chains West from the most Northerly Northwest corner of the J. C. Caplinger Donation Land Claim, in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, said point is also described as being at the intersection of the West line of a County Road (which road is described in Volume 133, page 149, Deed Records for Marion County, Oregon), and the center line of Salem to Geer Road; and running thence West 10.907 chains along the center line of said Salem to Geer Road to the Southeast corner of the R. E. West property described in deed recorded in Volume 102, page 501, Deed Records for Marion County, Oregon; thence North along the East line of said R. E. West property 20.34 chains to the South boundary of the Southern Pacific Railroad Right of Way; thence East along said right of way 10.907 chains to the West line of the County Road; thence South along the West line of said County Road 20.302 chains to the place of beginning. EXCEPT that part conveyed to Marion County, Oregon, by deed dated October 7, 1957, recorded October 10, 1957, in Volume 504, page 741, and by deed dated July 14, 1960, recorded December 28, 1960, in Volume 540, page 545, Deed Records of Marion County, Oregon.

PARCEL VII:

Beginning at a point which is 12.50 chains West and 61 links North of the most Northerly Northwest corner of J. C. Caplinger's Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County; and running thence North 20.03 chains to the R. Savage's line; thence West 5.53 chains; thence South 20.05 chains to the center of the County Road leading to Salem; thence East to the place of beginning. EXCEPT that part lying in Southern Pacific Railroad right of way, and that part conveyed to Marion County, Oregon, by deed dated October 7, 1957, recorded October 10, 1957, in Volume 504, page 744, Deed Records for Marion County, Oregon.

