

FURNISHED AS A COURTESY BY:
UNION TITLE INSURANCE CO.
222 COURT STREET N.E. - SALEM

#206619
TITLE INSURANCE BASED ON A COMPLETE PLANT
VOL 612 PAGE 775

This Indenture Witnesseth, That J. RAY DANIELS and MARY L. DANIELS, husband and wife

for the sum of TEN & 00/100 DOLLARS to them paid, have bargained and sold and by these presents do bargain, sell and convey to LLOYD M. HILL, INC., an Oregon corporation

the following described premises situate in Marion County, to-wit:

Beginning on the northeasterly line of the Southern Pacific Railroad Company right of way at a point which is 1800.20 feet south 89° 15' east and 1124.95 feet north 21° 52' west and 776.30 feet north 25° 03' west and 638.20 feet north 32° 01' west and 508.40 feet north 37° 39' west from the southwest corner of the John Baum Donation Land Claim in Township 8 south, Range 2 west of the Willamette Meridian, in Marion County, Oregon; thence north 20° 26' east, 272.75 feet to a point on the southwesterly line of Turner Road; thence south 69° 34' east along the southwesterly line of said Turner Road, 971.10 feet to the P. C. of a 542.96 foot radius curve to the right; thence southeasterly along the arc of said curve (the chord of which bears south 48° 31' east, 390.04 feet), a distance of 398.85 feet to the P. T. of said curve; thence north 62° 32' east, 30.00 feet to a point in the center of said Turner Road; thence south 27° 28' east along the center of said Turner Road, 93.00 feet; thence south 62° 32' west, 688.90 feet to a point on the northeasterly line of said railroad right of way; thence northwesterly along the said right of way line, 1005.45 feet to the place of beginning.



Per. #2805



To Have and to Hold unto the said grantee, its successors, heirs and Assigns forever. AND the said Grantors do hereby covenant to and with the said grantee, its successors, heirs and Assigns, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except that premises are within the Santiam Water Control District and are subject to the assessments and levies thereof; also except Easement recorded May 24, 1949 in Vol. 104, Page 307, Deed Records for Marion County, Oregon; also except right of the public in that part lying in Turner Road.

and that they will WARRANT and DEFEND the same from all lawful claims whatsoever save and except as above stated.

WITNESS our hand and seal this 1st day of September, 1965

J. Ray Daniels (SEAL)
Mary L. Daniels (SEAL)
(SEAL)
(SEAL)

STATE OF OREGON } ss.
County of Marion

On this 5th day of September 1965,
personally appeared the above named
J. RAY DANIELS and MARY L. DANIELS,
husband and wife

and acknowledged the foregoing instrument to be
their voluntary act and deed.
Before me:

Notary Public for Oregon.
My Commission Expires

March 6th 1966

STATE OF OREGON } ss.
County of MARION

I certify that the within instrument was received for record on the day of FEB 9 - 1966
19 at 9:57 o'clock A.M., and recorded in
Book 612 Page 775 Record of Deeds of said
county.

Recorder of Conveyances.

By Return to: Deputy.

Union #207477

773522

51

OK

[REDACTED]

[REDACTED] BY THESE PRESENTS, that LLOYD M. HILL, INC., an Oregon corporation, in consideration of the sum of Ten Dollars (\$10.00) and other legal consideration to it paid by HILROY ENTERPRISES, a partnership comprised of ROY L. HOUCK SONS' CORPORATION and LLOYD M. HILL, INC. of the County of Marion, State of Oregon has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said HILROY ENTERPRISES, a partnership, and its assigns, all the following bounded and described real property, situated in the County of Marion, State of Oregon, to-wit:

Beginning on the northeasterly line of the Southern Pacific Railroad Company right-of-way at a point which is 1800.20 feet south 83° 15' east and 1124.95 feet north 21° 52' west and 776.30 feet north 25° 03' west and 638.20 feet north 32° 01' west and 508.40 feet north 37° 39' west from the southwest corner of the John Baum Donation Land Claim in Township 8 south, Range 2 west of the Willamette Meridian, in Marion County, Oregon; thence north 20° 26' east, 272.75 feet to a point on the southwesterly line of Turner Road; thence South 69° 34' east along the southwesterly line of said Turner Road, 971.10 feet to the P.C. of a 542.96 foot radius curve to the right; thence southeasterly along the arc of said curve (the chord of which bears south 48° 31' east, 390.04 feet), a distance of 398.85 feet to the P. T. of said curve; thence north 62° 32' east, 30.00 feet to a point in the center of said Turner Road; thence south 27° 28' east along the center of said Turner Road, 93.00 feet; thence south 62° 32' west, 888.90 feet to a point on the northeasterly line of said railroad right of way; thence northwesterly along the said right of way line, 1005.45 feet to the place of beginning.

SUBJECT TO:

Easement recorded May 24, 1949 in Volume 404, Page 307, Deed Records for Marion County, Oregon; Right of the public in that part of said premises lying in Turner Road; and the fact that said premises are within the Santiam Water Control District and are subject to the assessments and levies thereof.

SAVE AND EXCEPT the following, which is not hereby conveyed: Beginning on the easterly line of the Southern Pacific Company Railroad right of way at a point which is 1800.20 feet south 89° 15' east and 1124.95 feet north 21° 25' west and 776.30 feet north 25° 03' west and 638.20 feet north 32° 01' west from the southwest corner of the John Baum Donation Land Claim in Township 8 south, Range 2 west of the Willamette Meridian in Marion County, Oregon; thence north 37° 39' west along the easterly line of said Railroad right of way 508.40 feet; thence North 20° 26' east, 272.75 feet to a point on the Southwesterly line of Turner Road; thence south 69° 34' east

along the Southwesterly line of said Turner Road, a distance of 671.00 feet; thence South 20° 26' West, a distance of 83.15 feet; thence South 48° 02' West, 516.80 feet to the place of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all right, title and interest in and to the same.

To Have and to Hold the above described granted and sold premises unto the said Hilroy Enterprises, a partnership, and its assigns forever.

Done by order of the Board of Directors, with the seal of said corporation, this 16th day of Jan, 1967.

LLOYD M. HILL, INC.

Michael M. Hill (President)

L. M. Hill (Secretary)

State of Oregon)
County of Marion) ss.

On this 16th day of June, 1947,
before me appeared Walter M. Hill and R. H. Hill,
both to me personally known, who being duly sworn,
did say that he, the said Walter M. Hill is the Pres.
President, and he, the said R. H. Hill is the
Secretary of LLOYD M. HILL, INC., the within named corporation,
and the seal affixed to said instrument is the corporate seal of
said corporation and that the said instrument was signed and sealed
in behalf of said corporation by authority of its Board of Directors,
and Walter M. Hill and R. H. Hill
acknowledged said instrument to be the free act and deed of said
corporation.

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

[Signature]
Notary Public for Oregon.
My commission expires Aug. 22, 1950

805230

Page 3

STATE OF OREGON,)
County of Marion,)
I Certify that the within was re-
ceived and duly recorded by me in
MARION COUNTY RECORDS
Book of DEEDS Vol. 650
Page 601 on the
day of MAY 1 - 1947 19
at 8:35 o'clock A. M.
Norman W. Spade
Recorder
Deputy
Henry C. Spade

450

754 24 BARGAIN AND SALE DEED

Know all men by these presents, that Hilroy Enterprises, a partnership comprised of Roy L. Houck Sons Corporation, an Oregon corporation, and Lloyd M. Hill, Inc., an Oregon corporation, the owners of the following described property, for the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto Roy L. Houck Sons Corporation, as to an undivided one-half (1/2) interest, and to Lloyd M. Hill, Inc., an undivided one-half (1/2) interest, it being the purpose and intent of this deed to convey all of the rights, title and interest of said Hilroy Enterprises, the partnership above-named unto the partners, in equal shares, share and share alike, for the purpose of transferring said title unto the partners, by way of dissolution of said partnership interest in said real property and unto the said Grantees, heirs, successors and assigns, all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Marion, State of Oregon, described as follows, to wit:

See attached EXHIBIT A

to have and to hold the same unto said Grantees, and Grantees' heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars is none.

In construing this deed, the singular includes the plural as the circumstances may require.

764 25

WITNESS Grantors hand this 28 day of June

1973.

Seal

HILROY ENTERPRISES, a Partnership,
by ROY L. HOUCK SONS CORPORATION,
an Oregon Corporation

By [Signature]
Its Officer

Seal

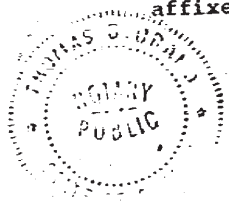
LLOYD M. HILL, INC., an Oregon
Corporation

By [Signature]
Its Officer

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

On this 28 day of June, 1973, before me
appeared Roy L. Houck into me personally known, who
being duly sworn, did say that he, the said Roy L.
Houck is the President of
Roy L. Houck Sons Corp
the within named corporation, and that the seal affixed to
said instrument 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
[Signature] acknowledged said instrument
to be the free act and deed of said corporation.

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



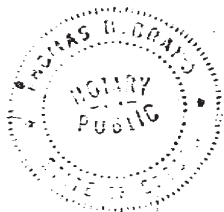
[Signature]
NOTARY PUBLIC FOR OREGON

My commission expires: 29/7/1974

STATE OF OREGON,)
(ss.
County of Marion.)

On this 27th day of June, 1973, before
me appeared Richard H. Hill to me personally known,
who being duly sworn, did say that he, the said Richard
H. Hill is the President of
LOYD M. HILL, INC., the within named corporation, and that
the seal affixed to said instrument is the corporate seal of
said corporation, and that the 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 the free act and deed of said corpora-
tion.

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



Thomas B. Grant

NOTARY PUBLIC FOR OREGON

My commission expires: 27 Feb 1974

8503

Beginning on the northeasterly line of the Southern Pacific Railroad Company right-of-way at a point which is 1800.20 feet south 89° 15' east and 1124.95 feet north 21° 52' west and 776.30 feet north 25° 03' west and 638.20 feet north 32° 01' west and 508.40 feet north 37° 39' west from the southwest corner of the John Baum Donation Land Claim in Township 8 south, Range 2 west of the Willamette Meridian, in Marion County, Oregon; thence north 20° 26' east, 272.75 feet to a point on the southwesterly line of Turner Road; thence south 69° 34' east, 971.10 feet to the P.C. of a 542.96 foot radius curve to the right; thence southeasterly along the arc of said curve (the chord of which bears south 48° 31' east, 390.04 feet), a distance of

398.65 feet to the P. T. of said curve; thence north 62° 32' east, 30.69 feet to a point in the center of said Turner Road; thence south 27° 28' east along the center of said Turner Road, 93.00 feet; thence south 62° 32' east, 888.90 feet to a point on the northeasterly line of said railroad right of way; thence northwesterly along the said right of way line, 1005.45 feet to the place of beginning.

SUBJECT TO:

Encement recorded May 24, 1949 in Volume 404, Page 307, Deed Records for Marion County, Oregon;

Right of the public in that part of said premises lying in Turner Road; and the fact that said premises are within the Sanction Water Control District and are subject to the assessments and levies thereof.

SAVE AND EXCEPT THE FOLLOWING:

Beginning on the Easterly line of the Southern Pacific Company Railroad right of way at a point which is 1800.20 feet south 89° 15' east and 1124.95 feet north 21° 52' west and 776.30 feet north 25° 03' west and 638.20 feet north 32° 01' west from the southwest corner of the John Baum Donation Land Claim in Township 8 south, Range 2 west of the Willamette Meridian in Marion County, Oregon; thence north 37° 39' west along the Easterly line of said railroad right of way 508.40 feet; thence North 20° 26' East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence south 69° 34' east along the Southwesterly line of said Turner Road, a distance of 671.00 feet; thence South 20° 26' West, a distance of 83.15 feet; thence South 48° 02' West, 516.80 feet to the place of beginning.

FOR ORIGINAL

Exhibit A

9503

JUN 10 1983

KNOW ALL MEN BY THESE PRESENTS, That..... LLOYD M. HILL, INC., an

Oregon corporation
hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by WILLIAM I. NICHOLAS
and KAREN K. NICHOLAS, husband and wife, hereinafter called
the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and
assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or ap-
pertaining, situated in the County of Marion and State of Oregon, described as follows, to-wit:

Beginning on the Easterly line of the Southern Pacific Company Railroad right of way at a point which is 1800.20 feet South 39° 15' East and 1124.95 feet North 21° 25' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 37° 39' West along the Easterly line of said railroad right of way 508.40 feet; thence North 20° 26' East 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, a distance of 671.00 feet; thence South 20° 26' West, a distance of 83.15 feet; thence South 48° 02' West 516.80 feet to the place of beginning.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except:

See Reverse Side

and that

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 300,000.00--

OR 93.030. The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.

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

In Witness Whereof, the grantor has executed this instrument this 9 day of June, 1983; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation,
affix corporate seal)

LLOYD M. HILL, INC., an Oregon corporation

By: A. H. C.
President

STATE OF OREGON,)
County of _____) ss.
_____ {9

STATE OF OREGON, County of Marion) ss
June 9 1983

Personally appeared B. H. Hill

Personally appeared the above named

who, being duly sworn,
~~did say that the former is the~~
 president and that the latter is the

and acknowledged the foregoing instru-
ment to be his free, voluntary act and deed

... INC., an Oregon ~~corporation~~ limited liability company,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in be-
half of said corporation by authority of the Board of Directors and each of
them acknowledged said instrument to be a voluntary act and deed.

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon
My commission expires:

Before me:
Robert D. Wayne
 Notary Public for Oregon
 My commission expires: 4-19-86

(OFFICIAL SEAL)

Lloyd M. Hill, Inc.
4355 Turner Road S.E.
Salem, Oregon

William I. Nicholas
4613 Jade N.E.
Salem, Oregon

After recording, return to:

William I. Nicholas
4613 Jade N.E.
Salem, Oregon

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

William I. Nicholas
4613 Jade N.E.
Salem, Oregon

STATE OF OREGON.

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book reel volume No. _____ on page _____ or as document fee file instrument/microfilm No. _____ Record of Deeds of said county.

Witness my hand and seal of
County affixed.

NAME	TITLE
------	-------

By Deputy

JUN 10 1983

SUBJECT TO:

- (1) The premises herein described are within and subject to the statutory powers, including the power of assessment, of the Santiam Water Control District;
- (2) The easement, including the terms and provisions thereof, in favor of the State of Oregon, recorded May 24, 1949, in Volume 404, Page 307, Deed Records for Marion County, Oregon;
- (3) The 1983-1984 taxes.

STATE OF OREGON

County of Marion

12608

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

JUN 10 11 52 AM '83

EDWIN E. MORRAN
MARION COUNTY CLERK

BY 8 DEPUTY
900

Reel 312 Page 1963

OK

BARGAIN AND SALE DEED-STATUTORY FORM
CORPORATE GRANTOR

LLOYD M. HILL, INC.
a corporation duly organized and existing under the laws of the State of Oregon Grantor,
conveys to RICHARD H. HILL
Grantee, the following described real property situated in Marion County,
Oregon, to-wit:

SEE ATTACHED EXHIBIT A.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The true consideration for this conveyance is \$ stock (Here comply with the requirements of ORS 93.030)
and other value

Done by order of the grantor's board of directors with its corporate seal affixed on 5 March, 1986

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.

(CORPORATE SEAL)

LLOYD M. HILL, INC.
By R.H. Hill President

By 5 March, 1986 Secretary

STATE OF OREGON, County of Marion) ss.

Personally appeared RICHARD H. HILL

and

who, each being first duly sworn, did say that the former is the president and that the latter is the secretary of LLOYD M. HILL, INC.

a corporation, and that the seal affixed to the foregoing instrument 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 each of them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon; My commission expires 27 Feb 1991

BARGAIN AND SALE DEED

LLOYD M. HILL, INC.

GRANTOR

RICHARD H. HILL

GRANTEE

PO Box 12726

Salem, OR 97309

GRANTEE'S ADDRESS, ZIP

After recording return to:

R.H. Hill

PO Box 12726

Salem, OR 97309

NAME, ADDRESS, ZIP

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

R.H. Hill

PO Box 12726

Salem, OR 97309

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of ss.

I certify that the within instrument was received for record on the day of 1986, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME TITLE

By Deputy

SPACE RESERVED
FOR
RECORDER'S USE

Beginning on the Northeasterly line of the Southern Pacific Railroad Company right of way at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 52' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West and 508.40 feet North 37° 39' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 20° 26' East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, 971.10 feet to the P.C. of a 542.96 foot radius curve to the right; thence Southeasterly along the arc of said curve (the chord of which bears South 48° 31' East, 390.04 feet); a distance of 398.85 feet to the P. T. of said curve; thence North 62° 32' East 30.00 feet to a point in the center of said Turner Road; thence South 27° 28' East along the center of said Turner Road, 93.00 feet; thence South 62° 32' West, 888.90 feet to a point on the Northeasterly line of said railroad right of way; thence Northwesterly along the said right of way line, 1005.45 feet to the place of beginning.

5.

SAVE AND EXCEPT the following, which is not hereby conveyed: Beginning on the Easterly line of the Southern Pacific Company Railroad right of way at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 25' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 37° 39' West along the Easterly line of said railroad right of way 508.40 feet; thence North 20° 26' East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, a distance of 671.00 feet; thence South 20° 26' West, a distance of 83.15 feet; thence South 48° 02' West 516.80 feet to the place of beginning.

STATE OF OREGON

County of Marion

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

REEL
447

PAGE
289

MAR 6 11 38 AM '86

ALAN H. DAVIDSON
MARION COUNTY CLERK

BY DEPUTY

900

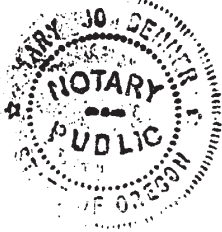
EXHIBIT A

BARGAIN AND SALE DEED
(Statutory Form)

UNITED STATES NATIONAL BANK OF OREGON, a national banking association, Grantor, conveys to RICHARD H. HILL, Grantee, Grantor's undivided one-half interest in and to the real property in Marion and Polk Counties, Oregon, described on Exhibit A (Mill Creek Property) and Exhibit B (Hayden Island Property) which are attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is \$500,000 pursuant to a real estate contract dated September 5, 1985. 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.

Dated as of October 20, 1986.



UNITED STATES NATIONAL BANK
OF OREGON

By

Richard A. Simpson
Richard A. Simpson
Assistant Vice President

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 21st day of October, 1986, by Richard A. Simpson, Assistant Vice President of United States National Bank of Oregon, a national banking association, on behalf of the association.

Mary Jo Buzan
Notary Public for Oregon
My commission expires: 07/22/90

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

Richard H. Hill
P.O. Box 12746
Salem, OR 97309

*Return w/4c
for recording
in Polk Co
w/IT*

PARCEL NO. 1:

Beginning at the Northwest corner of the Donation Land Claim of Thomas Stanley and wife, in Township 8 South, Range 2 West, Willamette Meridian, Marion County, Oregon; thence North 84° 45' West 41.27 chains to the middle of the main channel of Mill Creek; thence up the middle of the main channel of Mill Creek to the South line of the Donation Land Claim of Henry Rickey and wife; thence South 89° 10' East 60.40 chains to the Southwest boundary line of the Donation Land Claim of Thomas Stanley and wife; thence North 44° 45' West along the said Southwest boundary line of said Claim, 21.80 chains to the place of beginning.

SAVE AND EXCEPT from the above described tract of land two-thirds of an acre of land, more or less, deeded by Lucinda Swegle to the State of Oregon on August 1, 1894, in Volume 57, Page 551, Deed Records for Marion County, Oregon.

PARCEL NO. 2:

Beginning at a point where the middle of the main channel of Mill Creek intersects the North boundary line of the Donation Land Claim of John Baum and wife; and running thence South 89° 10' East along said North boundary line to a point 4.14 chains West on said North boundary line from the most Northerly Northeast corner of said Donation Land Claim, at which point said North boundary line is intersected by a County Road; thence South 15° West 35.48 chains; thence North 75° West 25.0 chains, more or less, to the middle of the main channel of Mill Creek; thence down the middle of the main channel of Mill Creek as it meanders, to the place of beginning.

SAVE AND EXCEPT a parcel of land lying in the Southwest quarter of Section 6 and the Northwest quarter of Section 7, Township 8 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, and being a portion of that property described in that deed to F. W. Wendland and Ida Wendland, recorded in Volume 151, Page 316, Deed Records for Marion County, Oregon. The said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of the Salem By-Pass Section of the Pacific Highway East as said highway has been located which center line is described as follows: Beginning at Engineer's center line Station 344 + 13.05 said Station being approximately 2131 feet North and 1231 feet East of the Southwest corner of said Section 6; thence on a spiral curve right (the long chord bears South 10° 56' East), 400 feet; thence on a 3274.05 foot radius curve right (the long chord of which bears South 11° 24' 36" West), 2286.95 feet to Station 371 + 00, said center line crossing the Northerly and Westerly lines of said property approximately at Station 353 + 70 and Station 368 + 25 respectively.

Also, all that portion of said property lying Westerly of the above described center line.

PARCEL NO. 3:

Beginning at a point in the middle of the County Road from Salem to Turner, said point being South $0^{\circ} 15'$ West 3.50 chains and South 34° East 15.76 chains from the corner of Sections 1, 6, 7 and 12 on the Range line between Ranges 2 and 3 West, through Township 8 South, of the Willamette Meridian, in Marion County, Oregon; thence South 42° East 9.27 chains in the middle of said county road to an angle in the road; thence South $27\text{-}1/2^{\circ}$ East 25.65 chains in the middle of said county road, to the North side of the county road which intersects the Salem and Turner Road; thence South $74^{\circ} 35'$ East along the North boundary line of road, 16.05 chains to the middle of Mill Creek; thence Northerly and following the middle of Mill Creek downstream to a point North $62\text{-}1/2^{\circ}$ East of the place of beginning, said point being Southeast corner of the land owned by W. A. and C.A. Bones; thence South $62\text{-}1/2^{\circ}$ West 8.86 chains on the South line of the above named land, to the place of beginning.

NEW NUMBER 4

PARCEL IV

Beginning on the Northeasterly line of the Southern Pacific Railroad Company right of way at a point which is 1800.20 feet South $89^{\circ} 15'$ East and 1124.95 feet North $21^{\circ} 52'$ West and 776.30 feet North $25^{\circ} 03'$ West and 638.20 feet North $32^{\circ} 01'$ West and 508.40 feet North $37^{\circ} 39'$ West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North $20^{\circ} 26'$ East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South $69^{\circ} 34'$ East along the Southwesterly line of said Turner Road, 971.10 feet to the P.C. of a 542.96 foot radius curve to the right; thence Southeasterly along the arc of said curve (the chord of which bears South $38^{\circ} 31'$ East, 390.04 feet); a distance of 398.85 feet to the P.T. of said curve; thence North $62^{\circ} 32'$ East 30.00 feet to a point in the center of said Turner Road; thence South $27^{\circ} 28'$ East along the center of said Turner Road, 93.00 feet; thence South $62^{\circ} 32'$ West, 888.90 feet to a point on the Northeasterly line of said railroad right of way; thence Northwesterly along the said right of way line, 1005.45 feet to the place of beginning.

SAVE AND EXCEPT the following, which is not hereby conveyed: Beginning on the Easterly line of the Southern Pacific Company Railroad right of way at a point which is 1800.20 feet South $89^{\circ} 15'$ East and 1124.95 feet North $21^{\circ} 25'$ West and 776.30 feet North $25^{\circ} 03'$ West and 638.20 feet North $32^{\circ} 01'$ West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North $37^{\circ} 39'$ West along the Easterly line of said railroad right of way 508.40 feet; thence North $20^{\circ} 26'$ East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South $69^{\circ} 34'$ East along the Southwesterly line of said Turner Road, a distance of 671.00 feet; thence South $20^{\circ} 26'$ West, a distance of 83.15 feet; thence South $48^{\circ} 02'$ West 516.80 feet to the place of beginning.

SCHEDULE A

Amount \$

Date

At 8:00 A.M.

INSURED

The estate or interest referred to herein is, at the date hereof, vested in

The land referred to in this policy is described as

PARCEL 1:

Beginning on the low-water mark on the Westerly bank of the present Willamette River channel on Hayden Island, at a point which is 63.880 chains South 18°18' West from the Southeast corner of the Joshua Shaw Donation Land Claim in Townsh 7 South, Range 4 West of the Willamette Meridian in Polk County, Oregon; thence following the low-water mark on the Westerly bank of the said Willamette River downstream along the following courses: North 32°50' East a distance of 5.347 chains; thence North 37°46' East a distance of 7.794 chains; thence North 46°25' East a distance of 5.276 chains; thence North 37°45' East a distance of 5.063 chains; thence North 50°14' East a distance of 6.653 chains; thence South 84°51' East a distance of 2.961 chains; thence North 76°43' East a distance of 7.508 chains; thence South 81°17' East a distance of 6.349 chains; thence North 84°08' East a distance of 3.764 chains; thence North 54°58' East a distance of 4.495 chains; thence North 29°59' East a distance of 2.857 chains; thence North 73°08' West a distance of 4.554 chains; thence North 73°23' East a distance of 7.286 chains; thence North 47°30' East a distance of 12.511 chains; thence North 36°25' East a distance of 8.610 chains; thence North 47°40' East a distance of 7.566 chains; thence North 59°07' East a distance of 4.893 chains; thence North 39°40' East a distance of 3.637 chains; thence North 20°48' East a distance of 4.842 chains; thence North 5°43' East a distance of 5.226 chains; thence North 12°02' West a distance of 7.176 chains; thence North 34°50' West a distance of 5.185 chains; thence North 45°20' West a distance of 3.582 chains; thence North 59°45' West a distance of 4.065 chains; thence North 53°13' West a distance of 6.256 chains; thence North 41°30' West a distance of 8.172 chains; thence North 38°48' West a distance of 8.427 chains; thence North 23°56' West a distance of 7.174 chains; thence North 82°06' West a distance of 5.50 chains, more or less, to the low-water mark on the Easterly side of the old Willamette River channel on the

PAGE 2 OF POLICY NO. 11526

Exhibit B
HAYDEN ISLAND PROPERTY

West side of Hayden Island in the said Township and Range; thence following the said low-water mark on the Easterly side of the old Willamette River Channel upstream along the West side of Hayden Island in a Southwesterly direction a distance of 120 chains; more or less, to the place of beginning.

PARCEL 2:

Beginning on the low-water mark on the Westerly bank of the present Willamette River Channel (1951) on Hayden Island, at a point which is 4216.08 feet South 18° 18' West of the Southeast corner of the Joshua Shaw Donation Land Claim No. 60 in Township 7 South, Range 4 West of the Willamette Meridian in Polk County, Oregon; thence West 212.50 feet; thence down the old West channel of the Willamette River North 22° East 993.50 feet, to the Southeast corner of the tract of land conveyed to the State of Oregon, by R. E. Lee Steiner and Belle G. Steiner, husband and wife, and J. E. Evans and Elizabeth L. Evans, husband and wife, (by and through the Oregon State Board of Control); thence North 22° East 594.00 feet; thence North 3°15' East 627.00 feet; thence North 14°45' East 198.00 feet; thence North 3°45' East 165.00 feet; thence North 26°30' East 264.00 feet; thence North 52° East 429.00 feet; thence North 62°45' East 143.75 feet; thence North 31°75' East 1162.50 feet; thence West 337.60 feet leaving said Willamette River to the Southeast corner of said Donation Land Claim No. 60; thence North 50.00 feet; thence East 378.18 feet to a point on the Easterly line of said old State Land; thence North 31°15' East 1490.50 feet; thence North 7°44' East 1844.72 feet, more or less, to the low-water mark on the Easterly side of the State property on the West side of the old Willamette River Channel (West) at the most Northerly end point of Hayden Island; thence South 82°06' East 363.00 feet; thence South 7°44' West 1600.00 feet; thence South 33° West 3205.00 feet; thence South 18° West 330.00 feet; thence South 51° West 528.00 feet; thence South 15° West 795.30 feet; thence South 12° West 925.30 feet; thence South 37°44' West 241.60 feet; thence South 32°50' West 352.90 feet, more or less, to the point of beginning. -----

STATE OF OREGON

County of Marion

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

Fee \$ 31.00

Hand Returned ☒

REEL
500

PAGE
33

OCT 31 4 46 PM '86

ALAN H. DAVIDSON
MARION COUNTY CLERK

BY [Signature] DEPUTY

Ernest B

Hayden Island Property

QUITCLAIM DEED

RICHARD H. HILL, hereinafter called the Grantor, for the consideration hereinafter stated, does hereby remise, release, and quitclaim unto LLOYD M. HILL, INC., hereinafter called Grantee, and unto Grantee's heirs, successors, and assigns all of Grantor's right, title, and interest in that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the county of Marion, and state of Oregon, described as follows, to wit:

Beginning on the Northeasterly line of the Southern Pacific Railroad Company right of way at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 52' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West and 508.40 feet North 37° 39' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 20° 26' East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, 971.10 feet to the P.C. of a 542.96 foot radius curve to the right; thence Southeasterly along the arc of said curve (the chord of which bears South 48° 31' East, 390.04 feet); a distance of 398.85 feet to the P.T. of said curve; thence North 62° 32' East 30.00 feet to a point in the center of said Turner Road; thence South 27° 28' East along the center of said Turner Road, 93.00 feet; thence South 62° 32' West, 888.90 feet to a point on the Northeasterly line of said railroad right of way; thence Northwesterly along the said right of way line, 1005.45 feet to the place of beginning.

SAVE AND EXCEPT the following, which is not hereby conveyed: Beginning on the Easterly line of the Southern Pacific Company Railroad right of way at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 25' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 37° 39' West along the Easterly line of said railroad right of way 508.40 feet; thence North 20° 26' East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, a distance of 671.00 feet; thence South 20° 26' West, a distance of 83.15 feet; thence South 48° 02' West 516.80 feet to the place of beginning.

To Have and To Hold the same unto the said Grantee and Grantee's heirs, successors, and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is none. The purpose of this deed is to correct the legal description in that certain Bargain and Sale Deed recorded in Reel 447, Page 289, Marion County Records, Oregon.

MAIL TAX STATEMENTS TO:

Richard H. Hill
P.O. Box 12726
Salem, Oregon 97309

AFTER RECORDING RETURN TO:

Richard H. Hill
P.O. Box 12726
Salem, Oregon 97309

MAY 10 1988

The following is the notice as required by Oregon law: "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."

In construing this deed and where the context so requires, the singular includes the plural.

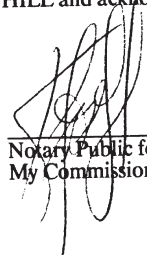
WITNESS Grantor's hand this 31st day of March, 198 8.


Richard H. Hill

State of Oregon }
County of Marion } ss.

On this 31st day of March, 198 8, personally appeared the above named RICHARD H. HILL and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:


Notary Public for Oregon
My Commission Expires: 10/8/88



STATE OF OREGON

County of Marion

I hereby certify
that the within was
received and duly
recorded by me in
Marion County
records: 116 ^{CO}

Fee \$ 16
Hand Returned ☐

REEL PAGE
618 336

MAY 10 1 53 PM '88

ALAN H. DAVIDSON
MARION COUNTY CLERK
BY [Signature] DEPUTY

Page 2 - Quitclaim Deed
RE\HILLQD2

MAY 10 1988

QUITCLAIM DEED

RICHARD H. HILL, hereinafter called the Grantor, for the consideration hereinafter stated, does hereby remise, release, and quitclaim unto LLOYD M. HILL, INC., hereinafter called Grantee, and unto Grantee's heirs, successors, and assigns all of Grantor's right, title, and interest in that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the county of Marion, and state of Oregon, described as follows, to wit:

Beginning on the Northeasterly line of the Southern Pacific Railroad Company right of way at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 52' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West and 508.40 feet North 37° 39' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 20° 26' East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, 971.10 feet to the P.C. of a 542.96 foot radius curve to the right; thence Southeasterly along the arc of said curve (the chord of which bears South 48° 31' East, 390.04 feet); a distance of 398.85 feet to the P.T. of said curve; thence North 62° 32' East 30.00 feet to a point in the center of said Turner Road; thence South 27° 28' East along the center of said Turner Road, 93.00 feet; thence South 62° 32' West, 888.90 feet to a point on the Northeasterly line of said railroad right of way; thence Northwesterly along the said right of way line, 1005.45 feet to the place of beginning.

SAVE AND EXCEPT the following, which is not hereby conveyed: Beginning on the Easterly line of the Southern Pacific Company Railroad right of way at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 25' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 37° 39' West along the Easterly line of said railroad right of way 508.40 feet; thence North 20° 26' East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, a distance of 671.00 feet; thence South 20° 26' West, a distance of 83.15 feet; thence South 48° 02' West 516.80 feet to the place of beginning.

To Have and To Hold the same unto the said Grantee and Grantee's heirs, successors, and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is none. The purpose of this deed is to correct the legal description in that certain Bargain and Sale Deed recorded in Reel 447, Page 289, Marion County Records, Oregon.

MAIL TAX STATEMENTS TO:

Richard H. Hill
P.O. Box 12726
Salem, Oregon 97309

AFTER RECORDING RETURN TO:

Richard H. Hill
P.O. Box 12726
Salem, Oregon 97309

MAY 10 1988

The following is the notice as required by Oregon law: "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."

In construing this deed and where the context so requires, the singular includes the plural.

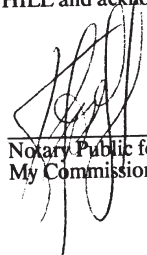
WITNESS Grantor's hand this 31st day of March, 198 8.


Richard H. Hill

State of Oregon }
County of Marion } ss.

On this 31st day of March, 198 8, personally appeared the above named RICHARD H. HILL and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:


Notary Public for Oregon
My Commission Expires: 10/8/88



STATE OF OREGON

County of Marion


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

Fee \$ 16.00

Hand Returned ☐

REEL PAGE
618 336

MAY 10 1 53 PM '88

ALAN H. DAVIDSON
MARION COUNTY CLERK
BY  DEPUTY

Page 2 - Quitclaim Deed
RE\HILLQD2

MAY 10 1988

CORRECTION DEED

This Correction Deed is made and entered into this 31st day of March, 1988, by LLOYD M. HILL, INC., an Oregon corporation, as grantor, and RICHARD H. HILL, as grantee.

WHEREAS, grantor conveyed certain real property to grantee by Bargain and Sale Deed dated March 5, 1986, and recorded in Reel 447, Page 289, Marion County Records, Oregon; and

WHEREAS, in the deed, by mutual mistake, the property was incorrectly described; and

WHEREAS, to prevent difficulties hereafter and to permit recordation of a deed which reflects the true agreement of the parties in every respect, the parties desire to correct the errors in the legal description.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in the Warranty Deed referred to above and the sum of \$1.00 in hand paid, it is agreed that the legal description on the deed referred to above be corrected to read:

Beginning on the Northeasterly line of the Southern Pacific Railroad Company right of way at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 52' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West and 508.40 feet North 37° 39' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 20° 26' East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, 971.10 feet to the P.C. of a 542.96 foot radius curve to the right; thence Southeasterly along the arc of said curve (the chord of which bears South 48° 31' East, 390.04 feet); a distance of 398.85 feet to the P.T. of said curve; thence North 62° 32' east 30.00 feet to a point in the center of said Turner Road; thence South 27° 28' East along the center of said Turner Road, 93.00 feet; thence South 62° 32' West, 888.90 feet to a point on the Northeasterly line of said railroad right of way; thence Northwesterly along the said right of way line, 1005.45 feet to the place of beginning.

SAVE AND EXCEPT the following, which is not hereby conveyed:
Beginning on the Easterly line of the Southern Pacific Company Railroad right-of-way at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 52' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South,

MAIL TAX STATEMENTS TO:

Richard H. Hill
P.O. Box 12726
Salem, OR 97309

AFTER RECORDING RETURN TO:

Richard H. Hill
P.O. Box 12726
Salem, OR 97309

MAY 10 1988

Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 37° 39' West along the Easterly line of said railroad right-of-way 508.40 feet; thence North 20° 26' East 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, a distance of 686.55 feet; thence South 21° 50' West, a distance of 245.35 feet; thence North 69° 34' West 123.55 feet; thence South 21° 50' West 377.57 feet to the Easterly line of Southern Pacific Company Railroad; thence North 34° 37' 50" West along said right-of-way line 141.80 feet to the place of beginning and containing 6.39 acres of land, more or less.

In all other particulars, the deed above referenced is confirmed and adopted as if set forth in full herein.

The following is the notice as required by Oregon law: "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."

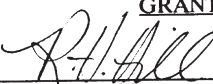
IN WITNESS WHEREOF, the grantor and grantee have executed this document on the date first above written.

GRANTOR

LLOYD M. HILL, an Oregon corporation,

By: 

GRANTEE


Richard H. Hill

MAY 10 1988

State of Oregon }
County of Marion } ss.

On this 31st day of March, 198 8 personally appeared Richard H. Hill who, being duly sworn, did say that he is the president of LLOYD M. HILL, INC., an Oregon corporation, and that said instrument was signed on behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be his voluntary act and deed.

Before me:



Notary Public for Oregon
My Commission Expires: 12/3/88

State of Oregon }
County of Marion } ss.

On this 31st day of March, 198 8, personally appeared the above named RICHARD H. HILL, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:



Notary Public for Oregon
My Commission Expires: 12/3/88

STATE OF OREGON

County of Marion

I hereby certify
that the within was
received and duly
recorded by me in
Marion County
records: 2100

Fee \$ 21.00
Hand Returned ☐

REEL PAGE
618 337

MAY 10 1 53 PM '88

ALAN H. DAVIDSON
MARION COUNTY CLERK
BY S DEPUTY

MAY 10 1988

CORRECTION DEED

This Correction Deed is made and entered into this 31st day of March, 1988, by LLOYD M. HILL, INC., an Oregon corporation, as grantor, and RICHARD H. HILL, as grantee.

WHEREAS, grantor conveyed certain real property to grantee by Bargain and Sale Deed dated March 5, 1986, and recorded in Reel 447, Page 289, Marion County Records, Oregon; and

WHEREAS, in the deed, by mutual mistake, the property was incorrectly described; and

WHEREAS, to prevent difficulties hereafter and to permit recordation of a deed which reflects the true agreement of the parties in every respect, the parties desire to correct the errors in the legal description.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in the Warranty Deed referred to above and the sum of \$1.00 in hand paid, it is agreed that the legal description on the deed referred to above be corrected to read:

Beginning on the Northeasterly line of the Southern Pacific Railroad Company right of way at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 52' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West and 508.40 feet North 37° 39' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 20° 26' East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, 971.10 feet to the P.C. of a 542.96 foot radius curve to the right; thence Southeasterly along the arc of said curve (the chord of which bears South 48° 31' East, 390.04 feet); a distance of 398.85 feet to the P.T. of said curve; thence North 62° 32' east 30.00 feet to a point in the center of said Turner Road; thence South 27° 28' East along the center of said Turner Road, 93.00 feet; thence South 62° 32' West, 888.90 feet to a point on the Northeasterly line of said railroad right of way; thence Northwesterly along the said right of way line, 1005.45 feet to the place of beginning.

SAVE AND EXCEPT the following, which is not hereby conveyed:
Beginning on the Easterly line of the Southern Pacific Company Railroad right-of-way at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 52' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South,

MAIL TAX STATEMENTS TO:

Richard H. Hill
P.O. Box 12726
Salem, OR 97309

AFTER RECORDING RETURN TO:

Richard H. Hill
P.O. Box 12726
Salem, OR 97309

MAY 10 1988

Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 37° 39' West along the Easterly line of said railroad right-of-way 508.40 feet; thence North 20° 26' East 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, a distance of 686.55 feet; thence South 21° 50' West, a distance of 245.35 feet; thence North 69° 34' West 123.55 feet; thence South 21° 50' West 377.57 feet to the Easterly line of Southern Pacific Company Railroad; thence North 34° 37' 50" West along said right-of-way line 141.80 feet to the place of beginning and containing 6.39 acres of land, more or less.

In all other particulars, the deed above referenced is confirmed and adopted as if set forth in full herein.

The following is the notice as required by Oregon law: "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."


IN WITNESS WHEREOF, the grantor and grantee have executed this document on the date first above written.

GRANTOR

LLOYD M. HILL, an Oregon corporation,

By: 

GRANTEE


Richard H. Hill

MAY 10 1988

State of Oregon }
County of Marion } ss.

On this 31st day of March, 198 8 personally appeared Richard H. Hill who, being duly sworn, did say that he is the president of LLOYD M. HILL, INC., an Oregon corporation, and that said instrument was signed on behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be his voluntary act and deed.

Before me:



Notary Public for Oregon
My Commission Expires: 12/31/88

State of Oregon }
County of Marion } ss.

On this 31st day of March, 198 8, personally appeared the above named RICHARD H. HILL, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:



Notary Public for Oregon
My Commission Expires: 12/31/88

STATE OF OREGON

County of Marion

I hereby certify
that the within was
received and duly
recorded by me in
Marion County
records: 2100

Fee \$ 21.00
Hand Returned ☐

REEL PAGE
618 337

MAY 10 1 53 PM '88

ALAN H. DAVIDSON
MARION COUNTY CLERK
BY S DEPUTY

MAY 10 1988

JUL 20 1988

"EXHIBIT A"

Beginning on the South right of way line of Turner Road at a point which is 1800.20 feet South 89 Degrees 15' East and 1124.95 feet North 21 Degrees 52' West and 776.30 feet North 25 Degrees 03' West and 496.30 feet North 31 Degrees 19' West and 622.92 feet North 21 Degrees 50' East of the Southwest corner of the John Baum Donation Land Claim in Section 7, Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 69 Degrees 34' East, along said right of way line, 123.55 feet; thence South 21 Degrees 50' West 245.35 feet; thence North 69 Degrees 34' West, parallel to said right of way line, 123.55 feet; thence North 21 Degrees 50' East 245.35 feet to the point of beginning.

JUL 20 1988

STATE OF OREGON

County of Marion

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

Fee \$ 16.00

Hand Returned ☐

REEL
632

PAGE
402

JUL 20 11 25 AM '88

ALAN H. DAVIDSON
MARION COUNTY CLERK

BY SL DEPUTY

REAL ESTATE CONTRACT

Dated: September 5, 1985

Between: UNITED STATES NATIONAL BANK OF OREGON, a national banking association ("Seller"), whose address is c/o Loan Services Group (T-8), 111 S.W. Fifth Avenue, Portland, Oregon 97204

And: LLOYD M. HILL, INC., an Oregon corporation ("Buyer"), whose address is ~~4355 Turner Road S.E., Salem, Oregon 97302~~ *R.N.H.*
P. O. Box 12726, Salem, OR 97309 *Q.D.*

Seller hereby sells to Buyer and Buyer hereby purchases from Seller for the purchase price of \$500,000 (which is the true and actual consideration for this conveyance) Seller's undivided interest in and to the real property, including all improvements thereon and all tenements, hereditaments and appurtenances belonging thereto, located in Marion County, Oregon, described on Exhibit A hereto ("Mill Creek Property") and in Polk County, Oregon, described on Exhibit B hereto ("Hayden Island Property"). Mill Creek Property and Hayden Island Property are referred to collectively herein as "Real Property." Buyer owns all or part of the remaining interests in Mill Creek Property and Hayden Island Property and is fully familiar with the title thereto and the physical condition thereof.

This contract does not guarantee that any particular use may be made of Real Property. Buyer should check with the appropriate city or county planning department to verify approved uses.

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

Return:

R.N.H. Lloyd M. Hill, Inc.
Q.D. ~~4355 Turner Road S.E.~~ P. O. Box 12726
~~Salem, Oregon 97302~~ Salem, OR 97309

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The terms and conditions of this contract are as follows:

1. Payment of the Purchase Price. Buyer hereby promises and agrees to promptly pay the purchase price to Seller's order as follows:

(a) \$50,000 upon execution of this contract.

(b) The remaining balance of \$450,000 in annual installments of \$22,500 each, plus interest quarterly on the 10th day of each calendar quarter at the floating rate of Seller's ^{published} ~~"/~~ "Prime Rate" (but in no event ~~less~~ ^{less} than 8 percent per annum and in no event more than 12.5 percent per annum) on the unpaid balance, the first of the annual principal installments to be paid on or before September 1, 1986, and subsequent installments to be paid on or before the same date of each year thereafter until September 1, 1995, when the entire unpaid balance of the purchase price, together with accrued but unpaid interest, shall be immediately due and payable in a lump sum. Mill Creek Property is subject to an agreement dated May 25, 1979, pursuant to which M-P Materials Corporation, an Oregon corporation ("M-P") has the right to excavate and remove sand, gravel and other similar products upon payment of the royalties therein stated. Hayden Island Property is subject to an agreement executed June 11, 1980, pursuant to which Valley Concrete & Gravel Co., Inc., an Oregon corporation ("Valley") has the right to excavate and remove sand, gravel and other similar products upon payment of the royalties therein stated. Buyer hereby assigns to Seller all royalties now or hereafter payable by M-P and Valley in order to secure payment of the purchase price hereunder. Prior to Buyer's default hereunder, Buyer shall be entitled to collect the royalties from M-P and Valley hereafter due and payable and shall be obliged to deliver to Seller on or before the 20th day of each month commencing September 20,

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1985, 50 percent of the net royalties paid or payable in the preceding month together with such information and accounting data as are necessary for Seller to confirm the royalties payable by M-P and Valley. In determining "net" royalties, Buyer shall be entitled to deduct per month \$100 for bookkeeping and one-twelfth of the real property taxes payable by Seller under the agreements with M-P and Valley. Seller shall apply the royalties received to Buyer's quarterly interest and annual principal payment obligations hereunder. In the event royalties received by Seller are less than the payment obligations then due, Buyer will promptly pay the difference to Seller. In the event that royalties received exceed quarterly interest payments, the excess shall be applied to the annual principal payment next coming due. Upon Buyer's default, Seller shall be entitled to receive all royalty payments from M-P and Valley and they are hereby instructed to comply with any and all payment demands of Seller.

Interest on the unpaid balance shall accrue as of the date hereof. Buyer shall have the privilege of increasing any principal payment or prepaying the entire principal balance at any time. Seller shall notify Buyer of changes in Seller's published Prime Rate and the increase or decrease in the amount of quarterly interest payment by reason of such rate change. Buyer understands that Prime Rate is a term only of convenient reference and does not imply that the lowest or best borrowing rate of Seller is being made available to Buyer.

In the event Buyer fails to make any annual installment payment within ten days after it is due, Seller shall be entitled to a late payment fee of \$1,000.

2. Taxes and Assessments. Buyer agrees to pay promptly when due all property taxes levied and all public and municipal liens and

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assessments imposed against Real Property. Buyer shall annually provide to Seller proof of payment of taxes and assessments. Buyer may elect to make those payments in accordance with any available installment method. If Buyer objects in good faith to the amount or validity of any such tax or assessment and Buyer provides assurances satisfactory to Seller that Seller's interests will not be jeopardized, Buyer, at his sole expense, may contest the amount or validity of the tax or assessment. Buyer shall otherwise keep the Real Property free from all liens whatsoever, including, but not limited to, public, municipal and statutory liens, which may be hereafter lawfully imposed upon the Real Property.

3. Possession and Operations. Buyer covenants and agrees that at all times Buyer will (a) not make or allow any unlawful, offensive or improper use of Real Property, or any part thereof, (b) promptly comply with all laws, ordinances, regulations, rules, directions and requirements of all governmental authorities applicable to Real Property and use and occupancy thereof, and in this connection make all required repairs, alterations and additions, (c) permit Seller or Seller's agents to enter into and upon Real Property at all reasonable times and upon reasonable advance notice for the purpose of inspecting the same and all books and records related thereto, and (d) not remove or allow removal of sand, gravel, and other similar products of the soil without payment of royalties as herein provided.

4. Indemnification and Liability Insurance. Buyer shall indemnify and defend Seller from any claim, loss or liability arising out of or related to any activity of Buyer, M-P, Valley and their successors, licensees, permittees, and invitees on Real Property or any condition of Real Property. Buyer shall maintain public liability and property damage

insurance in a responsible company with combined single incident limits of not less than \$1 million, insuring Seller as well as Buyer. Certificates evidencing the insurance coverage shall also be furnished to Seller.

In the event Buyer allows insurance coverage to expire or fails to pay the Real Property taxes, liens or assessments when due, Seller may pay the same and add the amount thereof to the principal balance due hereunder.

5. Delivery of Deed. Seller agrees that, when Buyer shall have paid the total purchase price and shall have in all other respects fully complied with all the terms and conditions of this contract on Buyer's part to be performed, Seller will make, execute and deliver to Buyer a bargain and sale deed in statutory form conveying Seller's interest in Real Property in fee simple to Buyer.

6. Default. Time is of the essence. Buyer will be in default hereunder if Buyer (i) fails to make any payment above called for, and each and every one of them, punctually within ten days after it is due or (ii) fails to perform any other obligation herein contained and does not correct or commence correction of that failure within 30 days after receipt of notice from Seller specifying the manner in which Buyer is in default. In the event of default, Seller may, at Seller's option, (a) declare the entire unpaid balance and interest immediately due and payable and (b) by suit in equity foreclose this contract or specifically enforce its terms. Additionally, Seller shall have the right, either directly or through a receiver appointed by a judge of the circuit court for the county in which Real Property is located, to take possession of Real Property (whether or not the apparent value of Real Property exceeds

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the alleged balance of the purchase price), collect the rents and profits therefrom and apply the same, after payment of costs, charges and expenses, to the payment of amounts due to Seller or to third parties. Any receiver appointed may serve without bond. The remedies provided above are nonexclusive and are in addition to any other remedies provided by law. In order to better secure Buyer's payment of the purchase price due hereunder to Seller, Buyer hereby quitclaims its own right, title, and interest in Real Property to Seller in order to subject such separate interest to this contract and Seller's rights and remedies hereunder.

This contract is also executed as, and shall be construed to be, a security agreement under the Uniform Commercial Code granting to Seller a security interest in all personal property and fixtures included herein and an assignment for security of any vendor or lessor interest which now exists or may hereafter be created or held by Buyer. In addition to the rights and remedies provided herein, Seller shall have all rights and remedies provided by the Uniform Commercial Code and a reasonable notice period, when notice is required, shall be ten days. Buyer promises and agrees to sign and deliver to Seller such financing statements and similar documents as are deemed by Seller necessary to perfect, continue and reperfect such security interest and assignment.

If either party institutes any civil action to collect the amounts due hereunder or to enforce any covenant or agreement hereof, or to obtain any of the remedies herein provided, the prevailing party shall be entitled to recover the sum that the trial judge or appeals court may adjudge reasonable as attorneys' fees in such action, including any appeal taken by either party in such action.

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NOTWITHSTANDING ANYTHING HEREINABOVE TO THE CONTRARY, BUYER SHALL HAVE NO PERSONAL LIABILITY TO SELLER HEREUNDER, IT BEING AGREED THAT THE OBLIGATIONS OF BUYER HEREUNDER ARE NONRECOURSE IN NATURE AND ARE SECURED ONLY BY REAL PROPERTY, SPECIFICALLY INCLUDING BUYER'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE, AND INTEREST THEREIN, AND BY ALL PRODUCTS AND PROCEEDS THEREOF.

7. Notices. Any notice under this contract shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties at the addresses stated in this contract or such other addresses as either party may designate by notice to the other party.

8. Waiver of Default. Buyer agrees that failure by Seller at any time to require performance by Buyer of any provision of this contract shall in no way affect Seller's right to enforce the same, nor shall any waiver by Seller of any breach of any provision be held to be a waiver of any succeeding breach of that provision or as a waiver of the provision itself.

9. Binding Successors. This contract shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, but no interest of Buyer in Real Property or this contract shall be assigned (except to Richard H. Hill), subcontracted, encumbered or otherwise transferred, voluntarily or involuntarily, without the prior written consent of Seller. Seller shall be entitled to condition consent upon Buyer's reimbursement of Seller's costs and fees, including reasonable attorney fees, incurred in connection with investigation of the creditworthiness of the person to whom Real Property is to be transferred and the giving of consent. Breach of this provision shall

constitute a default. Consent by Seller to one transfer shall not constitute consent to other transfers or waiver of this provision.

10. Merger. This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of Real Property and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives insofar as Real Property is concerned. Buyer agrees and warrants, as a part of the consideration for this sale, that Buyer has inspected Real Property, and is not, in making this purchase and in executing this contract, relying on any representations, warranties, guaranties or covenants of Seller or any party acting for Seller as to the condition of Real Property and Buyer hereby explicitly waives any claim on that account. The parties agree that Real Property is being purchased in its present condition "AS IS." Buyer also acknowledges that this contract has been prepared by Seller's attorney for Seller and that Buyer has been cautioned to seek competent legal advice from an attorney of his choice relating to his rights and obligations hereunder.

11. Number, Gender, and Captions. The words "Seller" and "Buyer" and their accompanying verbs or pronouns, whenever used in this contract, shall apply equally to all persons, firms or corporations which may be or become parties hereto. The singular shall include the plural, and the plural the singular. If the word "Buyer" refers collectively to multiple parties, their liability shall be joint and several. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this contract.

SEP 20 1985

IN WITNESS WHEREOF the parties have caused this contract to be executed in duplicate as of the date first above written.

LLOYD M. HILL, INC.

By R. H. Hill Pres.
President

Buyer

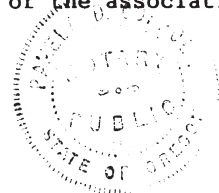
UNITED STATES NATIONAL BANK
OF OREGON

By [Signature]
Vice President (title)

Seller

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS

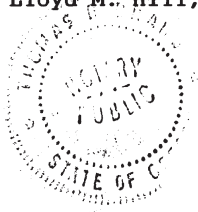
The foregoing instrument was acknowledged before me this 5th day of September, 1985, by Eldon I. McGarvin of United States National Bank of Oregon, a national banking association, on behalf of the association.



Ramona D. Coppola
Notary Public for Oregon
My commission expires: 11-20-85

STATE OF OREGON)
COUNTY OF Marion) SS

The foregoing instrument was acknowledged before me this _____ day of 14 Sept, 1985, by B. H. Hill, president of Lloyd M. Hill, Inc., an Oregon corporation, on behalf of the corporation.



Thomas A. Brand
Notary Public for Oregon
My commission expires: 27 Oct 1986

SEP 20 1985

DESCRIPTION SHEET

See page 1 for vesting and encumbrances, if any.

SEP 20 1985

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

PARCEL I

Beginning at the Northwest corner of the Donation Land Claim of Thomas Stanley and wife, Township 8 South, Range 2 West of the Willamette Merion in Marion County, Oregon; thence North $84^{\circ}45'$ West 41.27 chain to the middle of the main channel of Mill Creek; thence up the middle of the main channel of Mill Creek to the South line of the Donation Land Claim of Henry Rickey and wife; thence South $89^{\circ}10'$ East 60.4 chains to the Southwest boundary line of the Donation Land Claim of Thomas Stanley and wife; thence North $44^{\circ}45'$ West along said Southwest boundary line of said claim, 21.80 chains to the place of beginning, situated in Marion County, Oregon.

SAVE AND EXCEPT from the above described tract of land two-thirds of an acre of land, more or less, deeded by Lucinda Swegle to the State of Oregon on August 1, 1894, as shown by Book 57 of Deeds, page 551, Marion County, Records. All of the above described lands being situated in Marion County, Oregon.

PARCEL II

Beginning at a point where the middle of the main channel of Mill Creek intersects the North boundary line of the Donation Land Claim of John Baum and wife and running thence South $89^{\circ}10'$ East along the said North boundary line to a point 4.14 chains West on said North boundary line from the most Northerly Northeast corner of said Donation Land Claim; at which point said North boundary line is intersected by a County Road; thence South 15° West 35.48 chains; thence North 75° West 25 chains more or less, to the middle of the main channel of Mill Creek; thence down the middle of the main channel of Mill Creek as it meanders to the place of beginning.

CONTINUED

205198

Report No.

Ensign A
Mill Creek Property

SEP 20 1985

PARCEL III

Beginning at a point in the middle of the County Road from Salem to Turner said point being South 0°15' West 3.50 chains and South 34° East 15.76 chains from the corner of Sections 1, 6, 7 and 12 on the Range line between Ranges 2 and 3 West, through Township 8 South of the Willamette Meridian; thence South 42° East 9.27 chains in the middle of said County Road to an angle in the road; thence South 27 1/2° East 25.65 chains in the middle of said County Road, to the North side of the County Road which intersects the Salem and Turner Road; thence South 74°35' East along the North boundary line of road, 16.05 chains to the middle of Mill Creek; thence Northerly and following the middle of Mill Creek, downstream to a point North 62 1/2° East of the place of beginning, said point being Southeast corner of the land owned by W. A. and C. A. Benes; thence South 62 1/2° West 8.86 chains on the South line of the above named land, to the place of beginning, all situated in Marion County, Oregon.

SAVE AND EXCEPT a parcel of land lying in the Southwest quarter of Section 6, and the Northwest quarter of Section 7, Township 8 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, and being a portion of that property described in that deed to F. W. Wendland and Ida Wendland, recorded in Book 151, page 316, Marion County Deed Records. The said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of the Salem By-Pass Section of the Pacific Highway East as said highway has been located, which center line is described as follows:

Beginning at Engineer's center line Station 344+13.05, said Station being approximately 2131 feet North and 1231 feet East of the Southwest corner of said Section 6; thence on a spiral curve right (the long chord bears South 10°56' East), 400 feet; thence on a 32.74.05 foot radius curve right (the long chord of which bears South 11°24'36" West) 2286.95 feet to Station 371+00, said center line crossing the Northerly and Westerly lines of said property approximately at Station 353+70 and Station 368+25, respectively.

Also all that portion of said property lying Westerly of the above described center line.

The widths in feet of the strip of land referred to are as follows:

Station to Station	Width on Easterly side of center line
350+00 368+40	100 feet
368+40 369+50	taper on a straight line 100 feet to 240 feet
369+50 372+00	100 feet

205198

Continuation Sheet Report No.

EWING A
MILL CREEK PROPERTY

SEP 20 1985

PARCEL IV

Beginning on the Northeasterly line of the Southern Pacific Railroad Company right of way at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 52' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West and 508.40 feet North 37° 39' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 20° 26' East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, 971.10 feet to the P.C. of a 542.96 foot radius curve to the right; thence Southeasterly along the arc of said curve (the chord of which bears South 48° 31' East, 390.04 feet); a distance of 398.85 feet to the P. T. of said curve; thence North 62° 32' East 30.00 feet to a point in the center of said Turner Road; thence South 27° 28' East along the center of said Turner Road, 93.00 feet; thence South 62° 32' West, 888.90 feet to a point on the Northeasterly line of said railroad right of way; thence Northwesterly along the said right of way line, 1005.45 feet to the place of beginning.

SAVE AND EXCEPT the following, which is not hereby conveyed: Beginning on the Easterly line of the Southern Pacific Company Railroad right of way at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 25' West and 776.30 feet North 25° 03' West and 638.20 feet North 32° 01' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 37° 39' West along the Easterly line of said railroad right of way 508.40 feet; thence North 20° 26' East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69° 34' East along the Southwesterly line of said Turner Road, a distance of 671.00 feet; thence South 20° 26' West, a distance of 83.15 feet; thence South 48° 02' West 516.80 feet to the place of beginning.

205198



Continuation Sheet Report No.

SCHEDULE A

Amount \$

Date

At 8:00 A.M.

INSURED

The estate or interest referred to herein is, at the date hereof, vested in

SEP 20 1985

The land referred to in this policy is described as

PARCEL 1:

Beginning on the low-water mark on the Westerly bank of the present Willamette River channel on Hayden Island, at a point which is 63.880 chains South 18°18' West from the Southeast corner of the Joshua Shaw Donation Land Claim in Townsh 7 South, Range 4 West of the Willamette Meridian in Polk County, Oregon; thence following the low-water mark on the Westerly bank of the said Willamette River downstream along the following courses: North 32°50' East a distance of 5.347 chains; thence North 37°46' East a distance of 7.794 chains; thence North 46°25' East a distance of 5.276 chains; thence North 37°45' East a distance of 5.063 chains; thence North 50°14' East a distance of 6.653 chains; thence South 84°51' East a distance of 2.961 chains; thence North 76°43' East a distance of 7.508 chains; thence South 81°17' East a distance of 6.349 chains; thence North 84°08' East a distance of 3.764 chains; thence North 54°58' East a distance of 4.495 chains; thence North 29°59' East a distance of 2.857 chains; thence North 73°08' West a distance of 4.554 chains; thence North 73°23' East a distance of 7.286 chains; thence North 47°30' East a distance of 12.511 chains; thence North 36°25' East a distance of 8.610 chains; thence North 47°40' East a distance of 7.566 chains; thence North 59°07' East a distance of 4.993 chains; thence North 39°40' East a distance of 3.637 chains; thence North 20°48' East a distance of 4.842 chains; thence North 5°43' East a distance of 5.228 chains; thence North 12°02' West a distance of 7.176 chains; thence North 34°50' West a distance of 5.185 chains; thence North 45°20' West a distance of 3.582 chains; thence North 59°45' West a distance of 4.065 chains; thence North 53°13' West a distance of 6.256 chains; thence North 41°30' West a distance of 8.172 chains; thence North 38°48' West a distance of 8.427 chains; thence North 23°56' West a distance of 7.174 chains; thence North 82°06' West a distance of 5.50 chains, more or less, to the low-water mark on the Easterly side of the old Willamette River channel on the

PAGE 2 OF POLICY NO. 11526

EXHIBIT B
HAYDEN ISLAND PROPERTY

West side of Hayden Island in the said Township and Range; thence following the said low-water mark on the Easterly side of the old Willamette River Channel upstream along the West side of Hayden Island in a Southwesterly direction a distance of 120 chains; more or less, to the place of beginning.

PARCEL 2:

Beginning on the low-water mark on the Westerly bank of the present Willamette River Channel (1951) on Hayden Island, at a point which is 4216.08 feet South 18° 18' West of the Southeast corner of the Joshua Shaw Donation Land Claim No. 60 in Township 7 South, Range 4 West of the Willamette Meridian in Polk County, Oregon; thence West 212.50 feet; thence down the old West channel of the Willamette River North 22° East 993.50 feet, to the Southeast corner of the tract of land conveyed to the State of Oregon, by R. E. Lee Steiner and Belle G. Steiner, husband and wife, and J. E. Evans and Elizabeth L. Evans, husband and wife, (by and through the Oregon State Board of Control); thence North 22° East 594.00 feet; thence North 3°15' East 627.00 feet; thence North 14°45' East 198.00 feet; thence North 3°45' East 165.00 feet; thence North 26°30' East 264.00 feet; thence North 52° East 429.00 feet; thence North 62°45' East 143.75 feet; thence North 31°75' East 1162.50 feet; thence West 337.60 feet leaving said Willamette River to the Southeast corner of said Donation Land Claim No. 60; thence North 50.00 feet; thence East 378.18 feet to a point on the Easterly line of said old State Land; thence North 31°15' East 1490.50 feet; thence North 7°44' East 1844.72 feet, more or less, to the low-water mark on the Easterly side of the State property on the West side of the old Willamette River Channel (West) at the most Northerly end point of Hayden Island; thence South 82°06' East 363.00 feet; thence South 7°44' West 1600.00 feet; thence South 33° West 3205.00 feet; thence South 18° West 330.00 feet; thence South 51° West 528.00 feet; thence South 15° West 795.30 feet; thence South 12° West 925.30 feet; thence South 37°44' West 241.60 feet; thence South 32°50' West 352.90 feet, more or less, to the point of beginning. -----

STATE OF OREGON

County of Marion

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

SEP 20 4 46 PM '85

ALAN H. DAVIDSON
MARION COUNTY CLERK
BY BW DEPUTY

57⁰⁰

REEL PAGE
416 314

ERNEST B

HAYDEN ISLAND PROPERTY

SEP 20 1985

BARGAIN AND SALE DEED
(Statutory Form)

David T. Shrabel and Patricia A. Shrabel, as tenants by the entirety, Grantor, conveys to David T. Shrabel and Patricia A. Shrabel, as Trustee of the "Shrabel Trust" (a revocable grantor type trust without set expiration date) dated 5-4-92, Grantee, all of the Grantor's interest in the following described real property situated in Marion County, Oregon:

Beginning on the South right of way line of Turner Road at a point which is 1800.20 feet South 89 Degrees 15' East and 1124.95 feet North 21 Degrees 52' West and 776.30 feet North 25 Degrees 03' West and 496.30 feet North 31 Degrees 19' West and 622.92 feet North 21 Degrees 50' East of the Southwest corner of the John Baum Donation Land Claim in Section 7, Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 69 degrees 34' East, along said right of way line, 123.55 feet; thence South 21 Degrees 50' West 245.35 feet; thence North 69 Degrees 34' West, parallel to said right of way line, 123.55 feet; thence North 21 Degrees 50' East 245.35 feet to the point of beginning.

Grantor/Grantee certifies that said Trust is a revocable grantor type trust under the terms of which the Grantor/Grantee continues to have authority to use, possess, and dispose of the subject property to the same degree as was had prior to this conveyance during the entirety of the life of Grantor/Grantee.

The true consideration for this conveyance is \$0.

Dated this 4th day of May, 1992.

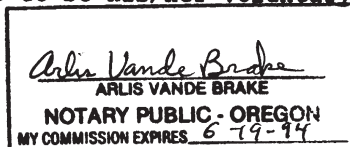
David T. Shrabel
David T. Shrabel

Patricia A. Shrabel
Patricia A. Shrabel

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF OREGON, County of Marion) ss.

Personally appeared before me this 4th day of May, 1992, the above named David T. Shrabel and Patricia A. Shrabel and each acknowledged the foregoing instrument to be his/her voluntary act and deed.



NOTARY PUBLIC - OREGON
My Commission Expires: _____

After recording return to: Doug Vande Griend, Atty at Law, 317 Court St. NE, Salem, Oregon 97301.

Until a change is requested, all tax statements shall be sent to the following address: **NO CHANGE**

STATE OF OREGON

REEL PAGE
948 346

County of Marion

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

MAY 6 11 47 AM '92

Fee \$ 35 -
Hand Returned ☐

ALAN H. DAVIDSON
MARION COUNTY CLERK
BY SMR DEPUTY

MAIL TAX STATEMENTS TO:

Nicholas Properties, LLC
4355 Turner Rd. SE
Salem, OR 97301

✓ AFTER RECORDING RETURN TO:

Robert J. Saalfeld
P.O. Box 470
Salem, OR 97308-0470

WARRANTY DEED

William I. Nicholas and Karen K. Nicholas, Grantors, convey to *Nicholas Properties, LLC*, an Oregon Limited Liability Company, Grantee, the following described real property situated in the county of Marion, state of Oregon:

Beginning on the easterly line of the Southern Pacific Company Railroad right-of-way at a point which 1800.20 feet South 89°15' East and 1124.95 feet North 21°52' West and 776.30 feet North 25°03' West and 638.20 feet North 32°01' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 south, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 37°39' West along the Easterly line of said railroad right-of-way 508.40 feet; thence North 20°26' East 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69°34' East along the Southwesterly line of said Turner Road; a distance of 686.55 feet; thence South 21°50' West, a distance of 245.35 feet; thence North 69°34' West 123.55 feet; thence South 21°50' West 377.57 feet to the Easterly line of Southern Pacific Company Railroad; thence North 34°37'50" West along said right-of-way line 141.80 feet to the place of beginning and containing 6.39 acres of land, more or less.

SAVE AND EXCEPT: Beginning on the South right of way line of Turner Road at a point which is 1800.20 feet South 89°15' East and 1124.95 feet North 21°52' West and 776.30 feet North 25°03' West and 496.30 feet North 31°19' West and 622.92 feet North 21°50' East of the Southwest corner of the John Baum Donation Land Claim in Section 7, Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Orego; thence South 69°34' East, along said right of way line, 123.55 feet; thence South 21°50' West 245.35 feet; thence North 69°34' West, parallel to said right of way line, 123.55 feet; thence North 21°50 East 245.35 feet to the point of beginning.

The true and actual consideration stated in terms of dollars is NONE.

Grantors covenant that Grantors are seized of an indefeasible estate in the real property described above in fee simple, that Grantors have good right to convey the property, that the property is free from encumbrances except as specifically set forth herein, and that Grantors warrant and will defend the title to the property against all persons who may lawfully claim the

AUG 13 1998

same by, through, or under Grantors, provided that the foregoing covenants are limited to the extent of coverage available to Grantors under any applicable standard or extended policies of title insurance, it being the intention of the Grantors to preserve any existing title insurance coverage.

The following is the notice as required by Oregon law: "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."

WITNESS Grantor's hand this 13th day of August, 1998.

William I. Nicholas
William I. Nicholas

Karen K. Nicholas
Karen K. Nicholas

State of Oregon)
) ss.
County of Marion)

On this 13th day of August, 1998 personally appeared William I. Nicholas and Karen K. Nicholas and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Laura D. Hebert
Notary Public for Oregon
My Commission Expires: 2-27-2000

AUG 13 1998

REEL:1515

PAGE: 201

August 13, 1998 , 03:55P

CONTROL #: 1515201

State of Oregon
County of Marion

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

FEE: \$40.00

ALAN H DAVIDSON
COUNTY CLERK

AUG 13 1998



After recording return to:
David T. Shrabel/Central Valley Roofing
4375 Turner Road
Salem, Oregon 97301

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

David T. Shrabel/Central Valley Roofing
4375 Turner Road
Salem, Oregon 97301

Escrow No. 265451JW
 Title No. 265451-M

THIS SPACE RESERVED FOR RECORDER'S USE

F.A.T. 265451

STATUTORY BARGAIN AND SALE DEED

DAVID T. SHRABEL, as Trustee of the "Shrabel Trust," (a revocable grantor type trust without set expiration date) dated May 4, 1992, Grantor, conveys to DAVID T. SHRABEL, an individual, Grantee, the following described real property:

Beginning on the South right of way line of Turner Road at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 52' West and 776.30 feet North 25° 03' West and 496.30 feet North 31° 19' West and 622.92 feet North 21° 50' East of the Southwest corner of the John Baum Donation Land Claim in Section 7, Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 69° 34' East, along said right of way line, 123.55 feet; thence South 21° 50' West 245.35 feet; thence North 69° 34' West, parallel to said right of way line, 123.55 feet; thence North 21° 50' East 245.35 feet to the point of beginning.

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.

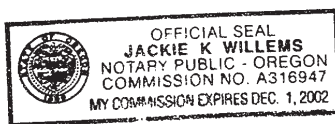
The true consideration for this conveyance is \$0-: TO TRANSFER TITLE (Here comply with the requirements of ORS 93.030)

Dated this 29th, day of August, 2000.

David T. Shrabel
 DAVID T. SHRABEL, Trustee

STATE OF OREGON }
 County of Marion } ss.

This instrument was acknowledged before me on this 29 day of August, 2000
 by David T. Shrabel, Trustee



Jackie K. Willemss
 Notary Public for Oregon
 My commission expires: 12/01/2002

AUG 31 2000

REEL:1716

PAGE: 210

August 31, 2000, 12:12 PM.

CONTROL #: 17122

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: \$ 26.00

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.

AUG 31 2000



After recording return to:

David T. Shrabel
4375 Turner Road
Salem, Oregon 97301

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

David T. Shrabel
4375 Turner Road
Salem, Oregon 97301

Escrow No. 265451JW
Title No. 265451-M

THIS SPACE RESERVED FOR RECORDER'S USE

F.A.T. 265451

STATUTORY BARGAIN AND SALE DEED

~~DAVID T. SHRABEL~~ and PATRICIA A. SHRABEL, as Trustee of the "Shrabel Trust," (a revocable grantor type trust without set expiration dated) dated May 4, 1992, Grantor, conveys to DAVID T. SHRABEL, Grantee, the following described real property:

Beginning on the South right of way line of Turner Road at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 52' West and 776.30 feet North 25° 03' West and 496.30 feet North 31° 19' West and 622.92 feet North 21° 50' East of the Southwest corner of the John Baum Donation Land Claim in Section 7, Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 69° 34' East, along said right of way line, 123.55 feet; thence South 21° 50' West 245.35 feet; thence North 69° 34' West, parallel to said right of way line, 123.55 feet; thence North 21° 50' East 245.35 feet to the point of beginning.

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.

The true consideration for this conveyance is \$-0-; TO TRANSFER TITLE. (Here comply with the requirements of ORS 93.030)

Dated this 5th day of September, 2000.

DAVID T. SHRABEL, Trustee

Patricia A. Shrabel (Gwin)
PATRICIA A. SHRABEL, Trustee

STATE OF OREGON } ss.
County of Marion

This instrument was acknowledged before me on this 5 day of September, 2000 by Patricia A. Shrabel only



Marlene A. Foster
Notary Public for Oregon

My commission expires: July 4, 2002

SEP 06 2000

REEL:1717

PAGE: 304

September 06, 2000, 11:41 AM.

CONTROL #: 17387

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: \$ 26.00

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.

SEP 06 2000

DEED

RICHARD H. HILL, hereinafter called the Grantor, conveys to RICHARD H. HILL AND BILLIJEAN HILL, CO-TRUSTEES OF THE RICHARD H. HILL REVOCABLE TRUST, hereinafter called the Grantee, the following described real property.

This deed is executed to partially fund a trust of Grantor, and the true and actual consideration stated in terms of dollars is NONE.

The real property is situated in the county of Marion, and state of Oregon, and is described as follows:

Beginning on the Northeasterly line of the Southern Pacific Railroad Company right of way at a point which is 1800.20 feet South 89°15' East and 1124.95 feet North 21°52' West and 776.30 feet North 25°03' West and 638.20 feet North 32°01' West and 508.40 feet North 37°39' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 20°26' East, 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69°34' East along the Southwesterly line of said Turner Road, 971.10 feet to the P.C. of a 542.96 foot radius curve to the right; thence Southeasterly along the arc of said curve (the chord of which bears South 48°31' East, 390.04 feet); a distance of 398.85 feet to the P.T. of said curve; thence North 62°32' East 30.00 feet to a point in the center of said Turner Road; thence South 27°28' East along the center of said Turner Road, 93.00 feet; thence South 62°32' West, 888.90 feet to a point on the Northeasterly line of said railroad right of way; thence Northwesterly along the said right of way line, 1005.45 feet to the place of beginning.

SAVE AND EXCEPT the following, which is not hereby conveyed:
Beginning on the Easterly line of the Southern Pacific Company Railroad right-of-way at a point which is 1800.20 feet South 89°15' East and 1124.95 feet North 21°52' West and 776.30 feet North 25°03' West and 638.20 feet North 32°01' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North 37°39' West along the Easterly line of said railroad right-of-way 508.40 feet; thence North 20°26' East 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69°34' East along the Southwesterly line of said Turner Road, a distance of 686.55 feet; thence South 21°50' West, a distance of 245.35 feet; thence North 69°34' West 123.55 feet; thence South 21°50' West 377.57 feet to the Easterly line of Southern Pacific Company Railroad; thence North 34°37'50" West along said right-of-way line 141.80 feet to the place of beginning and containing 6.39 acres of land, more or less.

Grantor covenants that Grantor is seized of an indefeasible estate in the real property described above in fee simple, that Grantor has the right to convey the property, that the property is free from encumbrances except as specifically set forth herein, and that Grantor warrants and will defend the title to the property against all persons who may lawfully claim the same by, through, or under Grantor, provided that the foregoing covenants are limited to the extent of coverage available to Grantor under any applicable standard or extended policies of title insurance, it being the intention of the Grantor to preserve any existing title insurance coverage.

MAIL TAX STATEMENTS TO:
No Change


AFTER RECORDING RETURN TO:
Daniel A. Ritter, P.C.
530 Center Street NE, Suite 700
Salem, OR 97301-3740

The following is the notice as required by Oregon law: "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."

The foregoing language is included for the purpose of compliance with Oregon statutory requirements only and is not intended to affect the rights and obligations of the parties to this transaction.

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS Grantor's hand this 2 day of MAY, 2001.

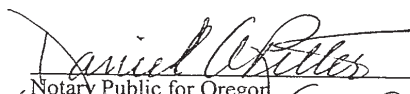


Richard H. Hill

STATE OF OREGON)
) ss.
County of Lincoln)

On this 2 day of MAY, 2001, before me personally appeared the above named RICHARD H. HILL and acknowledged the foregoing instrument to be his voluntary act and deed.





Notary Public for Oregon
My Commission Expires: Aug 8, 2002

REEL:1780

PAGE: 56

May 07, 2001, 03:21 pm.

CONTROL #: 32947

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: \$ 31.00

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.

Send tax statements to:
Brown and Murray Industrial Contractors, Inc.
PO Box 167
Springfield, OR 97477

After recording, return to:
Brown and Murray Industrial Contractors, Inc.
PO Box 167
Springfield, OR 97477

Consideration for this deed is \$190,001.00.

TRUSTEE'S DEED

THIS INDENTURE, made this 30 day of July, 2002, between Jay T. Jennings, hereinafter called the Trustee, and Brown and Murray Industrial Contractors, Inc., hereinafter called the Second Party;

WITNESSETH:

RECITALS: David T. Shrabel, as Grantor, executed and delivered to First American Title Insurance Company of Oregon, as Trustee, for the benefit of KeyBank National Association, as Beneficiary, a certain trust deed dated August 28, 2000, duly recorded on August 31, 2000, in the Microfilm Records of Marion County, Oregon, in Reel 1716, Page 211. Jay T. Jennings was appointed successor trustee by instrument recorded January 31, 2002, in Reel 1897, Page 90, in said records. In said trust deed the real property described as:

See Exhibit "A" attached hereto
Address: 4375 Turner Road, Salem, OR 97301.
Tax Account No. R29498

This instrument is being recorded by Fidelity National Title Co. as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

was conveyed by said Grantor to said Trustee to secure, among other things, the performance of certain obligations of the Grantor to the said Beneficiary. The said Grantor thereafter defaulted in his performance of the obligations secured by said trust deed as stated in the Notice of Default hereinafter mentioned and such default still existed at the time of the sale hereinafter described

By reason of said default, the owner and holder of the obligations secured by said trust deed, being the Beneficiary therein named, or its successor in interest, declared all sums so secured immediately due and owing; a Notice of Default, containing an election to sell the said real property and to foreclose said trust deed by advertisement and sale to satisfy Grantor's said obligations was recorded in the Microfilm Records of said County on February 13, 2002, in Reel 1902, Page 329, thereof, to which reference is now made.

After the recording of the Notice of Default, as aforesaid, the undersigned Trustee gave notice of the time for and place of sale of said real property as fixed by him and as required by law; copies of the Trustee's said notice of sale were mailed by U. S. first class and certified mail to all persons entitled by law to such notice at the respective last known addressees; the persons named in ORS 86.750(1) were timely personally served with said Notice of Sale, all as provided by law and at least 120 days before the date of the Trustee's sale. Further, the Trustee published a copy of said Notice of Sale in a newspaper of general circulation in each county in which the real property is situated, once a week for four successive weeks; the last publication of said notice occurred at least twenty days prior to the date of such sale. The mailing, service and publication of said Notice of Sale are shown by one or more affidavits or proofs of service duly recorded prior to the date of said Trustee's sale in the Records of said County, said affidavits and proofs recorded on June 14, 2002, in Reel 1957, Page 248, together with the said Notice of Default and election to sell and the Trustee's Notice of Sale, being now referred to and incorporated in and made a part of this Trustee's Deed as fully as if set out herein verbatim. On the date of said Notice of Sale, the undersigned Trustee had no actual notice of any person, other than the persons named in said affidavits and proofs of having or claiming a lien on or interest in said described real property subsequent to the interest of the Trustee in the trust deed.

Pursuant to said Notice of Sale, the undersigned Trustee, on July 2, 2002, at the hour of 11:00 o'clock AM, Standard Time as established by ORS 187.110, did appear at the place fixed for sale and, by public proclamation, postpone said sale until July 24, 2002 at the hour of 11:00 o'clock AM, Standard Time as established by ORS 187.110,

AUG 1 2002

at that same location.

The undersigned Trustee, on July 24, 2002, at the hour of 11:00 o'clock AM of said day, Standard Time as established by ORS 187.110, and at the place so fixed for sale, as aforesaid, in full accordance with the laws of the State of Oregon and pursuant to the powers conferred upon him by said trust deed sold said real property in one parcel at public auction to the said Second Party for the sum of \$190,001.00, it being the highest and best bidder at such sale and said sum being the highest and best sum bid for said property. The true and actual consideration paid for this transfer is the sum last stated in terms of dollars.

NOW, THEREFORE, in consideration of said sum so paid by the Second Party, the receipt whereof is acknowledged, and by the authority vested in said Trustee by the laws of the State of Oregon, and by said trust deed, the Trustee does hereby convey unto the Second Party all interest which the Grantor had or had the power to convey at the time of Grantor's execution of said trust deed, together with any interest the said Grantor or his successors in interest acquired after the execution of said trust deed in and to the following described real property, to-wit:

See Exhibit "A" attached hereto
Address: 4375 Turner Road, Salem, OR 97301.
Tax Account No. R29498

TO HAVE AND TO HOLD the same unto the Second Party, its heirs, successors-in-interest and assigns forever.

In construing this instrument and whenever the context so requires, the masculine gender includes the feminine and the neuter and the singular includes the plural; the word "Grantor" includes any successor in interest of the Grantor as well as each and all other persons owing an obligation, the performance of which is secured by said trust deed; the word "Trustee" includes any successor trustee and the word "Beneficiary" includes any successor in interest of the Beneficiary first named above.

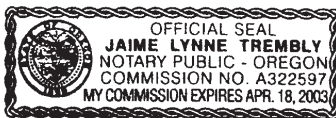
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

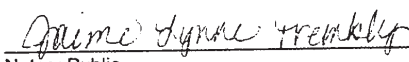
IN WITNESS WHEREOF, the undersigned Trustee has hereunto set his hand.


Jay T. Jennings, Trustee

STATE OF OREGON)
) ss.
COUNTY OF MARION)

Personally appeared before me this 30th day of July, 2002, the above named Jay T. Jennings, and acknowledged the foregoing instrument to be his voluntary act and deed.




Notary Public
My Commission Expires: 4-18-03

7.26.2 11:51
F:\WORDDOCLIT\FLWFLKBNA-Schraefel\deed.wpd

Beginning on the South right of way line of Turner Road at a point which is 1800.20 feet South 89°15' East and 1124.95 feet North 21°52' West and 776.30 feet North 25°03' West and 496.30 feet North 31°19' West and 622.92 feet North 21°50' East on the Southwest corner of the John Baum Donation Land Claim, in Section 7, Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 69°34' East, along said right of way line, 123.55 feet; thence South 21°50' West 245.35 feet; thence North 69°34' West. Parallel to said right of way line, 123.55 feet; thence North 21°50' East 245.35 feet to the point of beginning.

This instrument is being recorded by Fidelity National Title Co. as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

AUG 14 2002

EXHIBIT A
PAGE 1 OF 11

REEL:1983

PAGE: 389

August 14, 2002, 11:01 am.

CONTROL #: 65241

State of Oregon
County of Marion

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

FEE: \$ 36.00

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.

AUG 14 2002

REEL PAGE
2120 290

RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE COMPANY OF OREGON

GRANTOR'S NAME
Brown & Murray Industrial Contractors Inc.

GRANTEE'S NAME
David W. Brown and Terrika L. Brown

SEND TAX STATEMENTS TO:
Mr. and Mrs. David W. Brown
2310 Crestmont Circle S
Salem, OR 97302

AFTER RECORDING RETURN TO:
Mr. and Mrs. David W. Brown
2310 Crestmont Circle S
Salem, OR 97302

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Brown & Murray Industrial Contractors Inc., Grantor, conveys and warrants to

Wayne Lynne
David W. Brown and Terrika L. Brown, as tenants by the entirety, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Marion, State of Oregon,

SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

Subject to and excepting:

Grant of right of way to the State of Oregon recorded in reel 404, page 307 of Marion County records.
Deferred Water assessment which will be due and payable at which time property is connected to city water line.

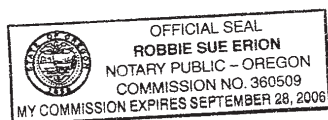
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$190,000.00 (See ORS 93.030)

DATED: May 7, 2003

Brown & Murray Industrial Contractors Inc., a Oregon corporation

By: David Wayne Brown
David Wayne Brown, President



STATE OF OREGON
COUNTY OF Marion

This instrument was acknowledged before me on
May 9 2003
by David Wayne Brown
as President
of Brown & Murray Industrial Contractors Inc.

Robbie Sue Erion
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 9-28-06

Escrow No. 02-26734-RSE-22
Title Order No. 00026734

EXHIBIT ONE

Beginning on the South right of way line of Turner Road at a point which is 1800.20 feet South $89^{\circ}15'$ East and 1124.95 feet North $21^{\circ}52'$ West and 776.30 feet North $25^{\circ}03'$ West and 496.30 feet North $31^{\circ}19'$ West and 622.92 feet North $21^{\circ}50'$ East on the Southwest corner of the John Baum Donation land Claim, in Section 7, Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South $69^{\circ}34'$ East, along said right of way line, 123.55 feet; thence South $21^{\circ}50'$ West 245.35 feet; thence North $69^{\circ}34'$ West, parallel to said right of way line, 123.55 feet; thence North $21^{\circ}50'$ East 245.35 feet to the Point of Beginning.

awb

MAY 13 2003

REEL:2120

PAGE: 290

May 13, 2003, 11:52 am.

CONTROL #: 85902

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: \$ 31.00

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.

MAY 13 2003

AFTER RECORDING RETURN TO AND SEND
ALL TAX STATEMENTS TO:
NEWTON BUSINESS PARK, INC.
2800 Golden Triangle Road
Fort Worth, TX 76177

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Diamond Beall Development, LLC, an Oregon limited liability company, Grantor, conveys and warrants to Newton Business Park, Inc., a Texas corporation, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Marion, State of Oregon:

SEE LEGAL DESCRIPTION ATTACHED HERETO

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$1,200,000.00.
(See ORS 93.030)

Subject to and excepting:

SEE ATTACHED EXHIBIT "B"

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

DATED: February 13, 2014

TICOR TITLE 471814031141

Diamond Beall Development, LLC, an Oregon
limited liability company

BY: *Jerry E. Beall*
Jerry E. Beall, Manager

STATE OF OREGON
County of Multnomah

This instrument was acknowledged before me on Feb 13, 2014, by Jerry E. Beall, Manager of
Diamond Beall Development, LLC, an Oregon limited liability company

Patricia A. Parsons
Notary Public for *Oregon*
My Commission Expires: *05-30-2016*

(SEAL)

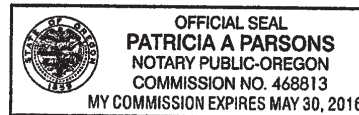


EXHIBIT "A" legal description

Beginning on the Easterly line of the Southern Pacific Company Railroad right of way, at a point which is 1800.20 feet South 89°15' East and 1124.95 feet North 21°52' West and 776.30 feet North 25°03' West and 638.20 feet North 32°01' West from the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence North 37°39' West, along the Easterly line of said railroad right of way, 508.40 feet; thence North 20°26' East 272.75 feet to a point on the Southwesterly line of Turner Road; thence South 69°34' East, along the Southwesterly line of said Turner Road, a distance of 686.55 feet; thence South 21°50' West a distance of 245.35 feet; thence North 69°34' West 123.55 feet; thence South 21°50' West 377.57 feet to the Easterly line of Southern Pacific Company Railroad; thence North 34°37'50" West, along said right of way line, 141.80 feet to the place of beginning.

SAVE AND EXCEPT:

Beginning on the South right of way line of Turner Road, at a point which is 1800.20 feet South 89°15' East and 1124.95 feet North 21°52' West and 776.30 feet North 25°03' West and 496.30 feet North 31°19' West and 622.92 feet North 21°50' East of the Southwest corner of the John Baum Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence South 69°34' East, along said right of way line, 123.55 feet; thence South 21°50' West 245.35 feet; thence North 69°34' West, parallel to said right of way line, 123.55 feet; thence North 21°50' East 245.35 feet to the point of beginning.

EXHIBIT "B"

Regulations, levies, liens, assessments, rights of way and easements of Marion Soil and Water Conservation District.

Rights of the public to any portion of the Land lying within the area commonly known as roads, streets or highways.

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: State of Oregon

Recording Date: May 24, 1949

Recording No: Volume 404, Page 307

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Qwest Communications, LLC

Recording Date: September 10, 2013

Recording No: Reel 3542, Page 204

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Qwest Communications, LLC

Recording Date: January 10, 2014

Recording No: Reel 3574, Page 405

REEL: 3583

PAGE: 278

February 18, 2014, 04:50 pm.

CONTROL #: 355989

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: \$ 61.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.

**UNTIL A CHANGE IS REQUESTED,
SEND ALL TAX STATEMENTS TO:**

David and Terrika Brown
2310 Crestmont Circle S.
Salem, OR 97317

AFTER RECORDING RETURN TO:

Law Office of Eden Rose Brown
1011 Liberty Street SE
Salem, OR 97302

GRANTORS:

David Wayne Brown and Terrika Lynne Brown
2310 Crestmont Circle S.
Salem, OR 97302

GRANTEE:

David W. Brown and Terrika L. Murray Brown, Trustees, or their successors in trust, under the David and Terrika Brown Living Trust, dated January 25, 2018, and any amendments thereto
2310 Crestmont Circle S.
Salem, OR 97302

CONSIDERATION:

The true and actual consideration for this conveyance consists of or includes other property or value given as consideration for estate planning purposes.

STATUTORY WARRANTY DEED

David Wayne Brown and Terrika Lynne Brown, as tenants by the entirety, "Grantors," convey and warrant to **David W. Brown and Terrika L. Murray Brown, Trustees, or their successors in trust, under the David and Terrika Brown Living Trust, dated January 25, 2018, and any amendments thereto,** "Grantee," the following described real property in the County of Marion, State of Oregon, free of encumbrances, except as specifically set forth herein:

Beginning on the South right of way line of Turner Road at a point which is 1800.20 feet South 89° 15' East and 1124.95 feet North 21° 52' West and 776.30 feet North 25° 03' West and 496.30 feet North 31° 19' West and 622.92 feet North 21° 50' East on the Southwest corner of the John Baum Donation and land Claim, in Section 7, Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 69° 34' East, along said right of way line, 123.55 feet; thence South 21° 50' West 245.35 feet; thence North 69° 34' West, parallel to said right of way line, 123.55 feet; thence North 21° 50' East 245.35 feet to the Point of Beginning.

SUBJECT TO and excepting:

Grant of right of way to the State of Oregon recorded in reel 4004, page 307 of Marion County records, Deferred Water assessment which will be due and payable at

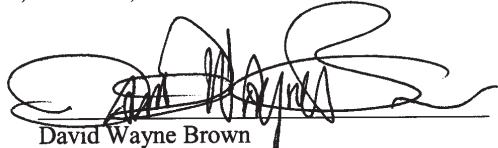
which time property is connected to city water line. All other liens, encumbrances, easements, covenants, conditions and restrictions if any, of record or otherwise discoverable in the public records of any governmental agency, including those shown on any recorded plat or survey and any easements, encroachments, or other conditions and restrictions apparent from a visual inspection of the property

The liability and obligations of grantor to grantee and grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to grantor under any policy of title insurance issued to grantor at the time grantor acquired such property. The limitations contained herein expressly do not relieve grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations.

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

DATED: this 25 day of January, 2018.

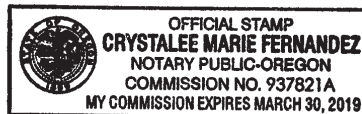
GRANTORS:


David Wayne Brown


Terrika Lynne Brown

State of OREGON
County of Marion

This instrument was acknowledged before me on January 25, 2018 by David Wayne Brown.




Notary Public - State of Oregon

State of OREGON
County of Marion

This instrument was acknowledged before me on January 25, 2018 by Terrika Lynne Brown.




Notary Public - State of Oregon

REEL: 4043

PAGE: 124

February 05, 2018, 09:27 am.

CONTROL #: 494111

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: \$ 51.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.
