

## Preliminary Report

Ticor Title - Oregon

File No.: 471822120018

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**PUBLIC RECORD REPORT  
FOR NEW SUBDIVISION  
OR LAND PARTITION**

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF THE FOLLOWING CUSTOMER:

Matthew Perry  
Phone No.: (999)999-9999

Date Prepared: July 25, 2022  
Effective Date: July 21, 2022 / 08:00 AM  
Charge: \$300.00  
Order No.: 471822120018  
Reference:

The information contained in this report is furnished to the Customer by Ticor Title Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report ("the Report"). Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

**REPORT**

- A. The Land referred to in this report is located in the County of Polk, State of Oregon, and is described as follows:  
As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.
- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:  
As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof.
- C. As of the Effective Date and according to the Public Records, we find title to the land apparently [vested in:](#)  
As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.
- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:  
As fully set forth on Exhibit "D" attached hereto and by this reference made a part hereof.

**EXHIBIT "A"**  
**(Land Description)**

A unit of land situated in the Southeast one-quarter of Section 8, Township 7 South, Range 3 West of the Willamette Meridian, City of Salem, Polk County, Oregon, being a portion of Lots 21, 22 and 23 of the [plat of VICK HEIGHTS](#), recorded in Volume 4, page 7, Polk County Book of Town Plats, being more particularly described as follows:

Beginning at the Northwest corner of Lot 22 of said VICK HEIGHTS, being coincident with the East right-of-way line of Doaks Ferry Road NW, 30.00 feet from the centerline thereof when measured at right angles; thence South 87°32'59" East 165.05 feet; thence North 09°12'01" East 58.76 feet to the North line of said Lot 21; thence, along said North line, South 84°09'53" East 254.41 feet to the Northeast corner of said Lot 21; thence along the East line of said Lot 21, and continuing along the East line of said Lots 22 and 23, South 01°13'18" East 126.87 feet to the South line of the North one-half of said Lot 23; thence along said South line of the North one-half of said Lot 23, North 89°38'21" West 441.20 feet to the East right-of-way line of said Doaks Ferry Road NW; thence along said East right-of-way line, 06°20'21" East 99.60 feet to the point of beginning.

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471822120018

**EXHIBIT "B"**  
**(Tax Account and Map)**

APN/Parcel ID(s) 239398 as well as Tax/Map ID(s) 07308DA07000

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471822120018

**EXHIBIT "C"**  
**(Vesting)**

Matthew A. Perry and Crystal F. Perry, as tenants by the entirety

**EXHIBIT "D"**  
**(Liens and Encumbrances)**

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
2. City Liens, if any, in favor of the City of Salem.
3. Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: [Vick Heights](#)

Recording Date: September 18, 1948

Recording No: Volume 4, page 7, Polk County Book of Town Plats

4. Supplemental Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 10, 1958

Recording No: [Book 167, Page 164](#)

Corrected by instrument

Recording Date: May 1, 1962

Recording No.: [Book 181, Page 334](#)

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$290,000.00

Dated: September 24, 2021

Trustor/Grantor: Matthew A. Perry and Crystal F. Perry

Trustee: AmeriTitle, LLC

Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for LPMC, LLC dba Landmark Professional Mortgage Company

Loan No.: MIN: 1010211-0001031237-8

Recording Date: September 29, 2021

Recording No.: [2021-015421](#)

NOTE: Based on recitals in the trust deed or an assignment of the trust deed, it appeared that LPMC, LLC dba Landmark Professional Mortgage Company was the then owner of the indebtedness secured by the trust deed. It may be possible, for a MERS trust deed, to obtain information regarding the current owner of the indebtedness and the servicer, if any, by contacting MERS at 888-679-6377 or through the MERS website.

**EXHIBIT "D"**  
**(Liens and Encumbrances)**  
(continued)

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year:	2021-2022
Amount:	\$4,775.25
Levy Code:	3201
<u>Account No.:</u>	<u><a href="#">239398</a></u>
Map No.:	07308DA07000

**\*\*End of Liens & Encumbrances\*\***

**Note: Boundary Deeds**

**330-1031**  
**2021-12158**  
**Plat-Vick Heights**

## DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
  - (a) "Customer": The person or persons named or shown as the addressee of this report.
  - (b) "Effective Date": The effective date stated in this report.
  - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
  - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of Company.**
  - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
  - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
  - (c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
  - (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
    - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
    - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
    - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
    - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
    - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights or claims or title to water.
    - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
    - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

After recording, return to:  
Matthew Perry  
2832 Doaks Ferry Road NW  
Salem, OR 97304

Send tax statements to:  
Matthew Perry  
2832 Doaks Ferry Road NW  
Salem, OR 97304

RECORDED IN POLK COUNTY  
Valerie Unger, County Clerk

2021-012158



\$126.00

00403987202100121580080088

07/29/2021 01:26:42 PM

REC-D Cnt=1 Stn=1 V. UNGER  
\$40.00 \$10.00 \$11.00 \$60.00 \$5.00

Consideration: Lot Line Adjustments

## Property Line Adjustment Deed

Matthew A. Perry and Crystal F. Perry as tenants by the entirety, hereinafter called Grantor, 2832 Doaks Ferry Road NW, Salem, OR 97304, is the owner of real property located in City of Salem, Polk County, Oregon, referred to herein as Property A, and more particularly described on Exhibit A, which is attached hereto and by this reference incorporated herein. Matthew A. Perry and Crystal F. Perry as tenants by the entirety, hereinafter called Grantee, 2832 Doaks Ferry Road NW, Salem, OR 97304, is the owner of real property located in City of Salem, Polk County, Oregon, referred to herein as Property B, more particularly described on Exhibit B, which is attached hereto and by this reference incorporated herein.

The purpose of this Property Line Adjustment Deed (Deed) is to effect a property line adjustment between Property A and Property B such that Property A will be reduced in size by approximately 12,589 square feet and will hereafter consist of only the land described on Exhibit C, which is attached hereto and incorporated herein by this reference, and Property B will be increased in size by approximately 12,589 square feet and will hereafter consist of the land more particularly described on Exhibit D, which is attached hereto and incorporated herein by this reference.

NOW THEREFORE, in order to effect the property line adjustment and to create the reconfigured properties as described on Exhibits C and D, Grantor does hereby grant, transfer, and convey unto Grantee all of that certain real property situated in Polk County, Oregon, described on Exhibit E, which is attached hereto and by this reference incorporated herein.

“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.”

The true and actual consideration for this transfer, stated in terms of dollars is N/A; however, the actual consideration consists of other property or values which is the whole consideration. The purpose of this Deed is to effect a property line adjustment, and the two parcels are to remain separate and distinct.

This property line adjustment deed is executed this 29<sup>th</sup> day of July, 2021.

Matthew A. Perry and Crystal F. Perry as  
tenants by the entirety

By: *Matthew A. Perry*  
Matthew A. Perry, Grantor

By: *Crystal F. Perry*  
Crystal F. Perry, Grantor

STATE OF OREGON )  
 ) ss.  
County of Polk )

This instrument was acknowledged before me on 29<sup>th</sup> of July, 2021,  
by , Matthew A. Perry and Crystal F. Perry as tenants by the entirety.

*Eric W. Goen*  
Notary Public—State of Oregon  
My commission expires: 12/09/2022



Matthew A. Perry and Crystal F. Perry as  
tenants by the entirety

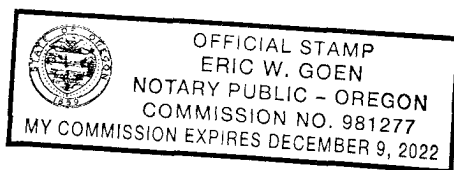
By: *Matthew A. Perry*  
Matthew A. Perry, Grantee

By: *Crystal F. Perry*  
Crystal F. Perry, Grantee

STATE OF OREGON )  
 ) ss.  
County of Polk )

This instrument was acknowledged before me on 29<sup>th</sup> of July, 2021,  
by Matthew A. Perry and Crystal F. Perry as tenants by the entirety.

*Eric W. Goen*  
Notary Public—State of Oregon  
My commission expires: 12/09/2022

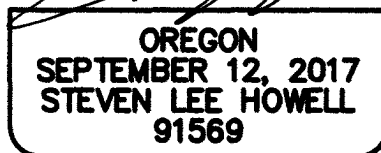
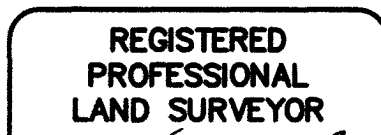


**EXHIBIT A**

A unit of land situated in the southeast one-quarter of Section 8, Township 7 South, Range 3 West, of the Willamette Meridian, City of Salem, Polk County, Oregon, being more particularly described as follows:

All of that property as described in Instrument Number 2017-010482, Polk County Deed Records.

Containing 23,138 square feet, more or less.



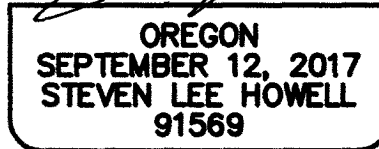
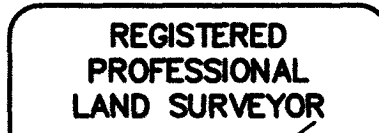
**RENEWS: 6-30-2023**

**EXHIBIT B**

A unit of land situated in the southeast one-quarter of Section 8, Township 7 South, Range 3 West, of the Willamette Meridian, City of Salem, Polk County, Oregon, being more particularly described as follows:

All of that property as described in Instrument Number 2005-000668, Polk County Deed Records.

Containing 40,297 square feet, more or less.



**RENEWS: 6-30-2023**

### EXHIBIT C

A unit of land situated in the southeast one-quarter of Section 8, Township 7 South, Range 3 West, of the Willamette Meridian, City of Salem, Polk County, Oregon, being a portion of Lots 21 and 22 of the plat of VICK HEIGHTS, recorded in Volume 4, Page 7, Polk County Book of Town Plats, being more particularly described as follows:

Beginning at the northwest corner of Lot 22 of said VICK HEIGHTS, being coincident with the east right of way line of Doaks Ferry Road NW, 30.00 feet from the centerline thereof when measured at right angles;

thence, along said east right of way line, North 06°20'21" East, 67.83 feet to a point of curvature;

thence, along a 5617.66 foot radius curve to the right, through a central angle to 00°00'21" (chord bears North 06°20'32" East, 0.58 feet) an arc distance of 0.58 feet to the northwest corner of said Lot 21;

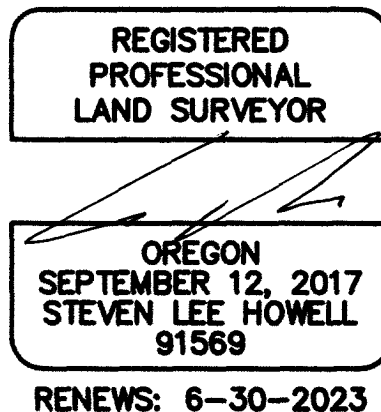
thence, along the north line of said Lot 21, South 84°09'53" East, 167.61 feet;

thence, leaving said north line, South 09°12'01" West, 58.76 feet;

thence, North 87°32'59" West, 165.05 feet to the Point of Beginning.

Containing 10,549 square feet, more or less.

Bearings based on the Oregon Coordinate Reference System "Salem Zone", NAD83(2011), epoch 2010.00.



## EXHIBIT D

A unit of land situated in the southeast one-quarter of Section 8, Township 7 South, Range 3 West, of the Willamette Meridian, City of Salem, Polk County, Oregon, being a portion of Lots 21, 22 and 23 of the plat of VICK HEIGHTS, recorded in Volume 4, Page 7, Polk County Book of Town Plats, being more particularly described as follows:

Beginning at the northwest corner of Lot 22 of said VICK HEIGHTS, being coincident with the east right of way line of Doaks Ferry Road NW, 30.00 feet from the centerline thereof when measured at right angles;

thence, South  $87^{\circ}32'59''$  East, 165.05 feet;

thence, North  $09^{\circ}12'01''$  East, 58.76 feet to the north line of said Lot 21;

thence, along said north line, South  $84^{\circ}09'53''$  East, 254.51 feet to the northeast corner of said Lot 21;

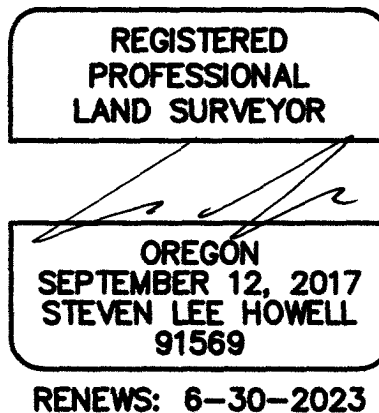
thence, along the east line of said Lot 21, and continuing along the east line of said Lots 22 and 23, South  $01^{\circ}13'18''$  East, 126.87 feet to the south line of the north one-half of said Lot 23;

thence, along said south line of the north one-half of said Lot 23, North  $89^{\circ}38'21''$  West, 441.20 feet to said the east right of way line of said Doaks Ferry Road NW;

thence, along said east right of way line, North  $06^{\circ}20'21''$  East, 99.60 feet to the Point of Beginning.

Containing 52,886 square feet, more or less.

Bearings based on the Oregon Coordinate Reference System "Salem Zone", NAD83(2011), epoch 2010.00.



## EXHIBIT E

### Transfer Property A to B:

A unit of land situated in the southeast one-quarter of Section 8, Township 7 South, Range 3 West, of the Willamette Meridian, City of Salem, Polk County, Oregon, being a portion of Lot 21 of the plat of VICK HEIGHTS, recorded in Volume 4, Page 7, Polk County Book of Town Plats, being more particularly described as follows:

Beginning at the northeast corner of Lot 21 of said VICK HEIGHTS;

thence, along the east line of said Lot 21, South  $01^{\circ}13'18''$  East, 40.66 feet to the southeast corner thereof;

thence, along the south line of said Lot 21, North  $87^{\circ}55'04''$  East, 263.45 feet;

thence, North  $09^{\circ}12'01''$  East, 57.70 feet to the north line of said Lot 21;

thence, along said north line, South  $84^{\circ}09'53''$  East, 254.51 feet to the Point of Beginning;

Containing 12,676 square feet, more or less.

Bearings based on the Oregon Coordinate Reference System "Salem Zone", NAD83(2011), epoch 2010.00.

### Transfer Property B to A:

A unit of land situated in the southeast one-quarter of Section 8, Township 7 South, Range 3 West, of the Willamette Meridian, City of Salem, Polk County, Oregon, being a portion of Lot 22 of the plat of VICK HEIGHTS, recorded in Volume 4, Page 7, Polk County Book of Town Plats, being more particularly described as follows:

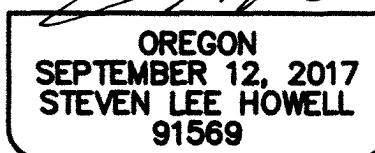
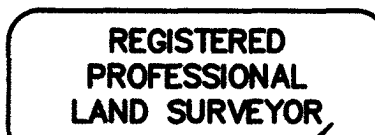
Beginning at the northwest corner of Lot 22 of said VICK HEIGHTS, being coincident with the east right of way line of Doaks Ferry Road NW, 30.00 feet from the centerline thereof when measured at right angles;

thence, along the north line of said Lot 22, South  $87^{\circ}55'04''$  East, 165.18 feet;

thence, South  $09^{\circ}12'01''$  West, 1.06 feet;

thence, North  $87^{\circ}32'59''$  West, 165.05 feet to the Point of Beginning.

Containing 87 square feet, more or less.



RENEWS: 6-30-2023

