

MEMORANDUM Site Plan Review – Class 3

To:	City of Salem Community Development Department	Date:	07/07/2022
Project:	Stop-N-Save Gas Station with Additional Retail and Oil Change Facility 3997 Carson Dr SE Salem OR 97317	Architect's Project No:	2020-109
From:	Leonard Lodder, AIA, LEED AP for: Studio 3 Architecture, Inc 275 Court Street NE Salem OR 97301	Sent Via:	Email
Subject:	SPR Class III Response to Incomplete Letter		

Response to Incomplete Letter:

Submittal Requirements

A checklist of all required application materials for a Property Line Adjustment application can be found here:
<https://www.cityofsalem.net/business/land-use-zoning/development-application-help/move-your-property-lines-property-line-adjustment>
 Items missing from these checklists are identified below.
 Noted: we believe we have included everything that is missing from the initial submission.

Completed Application

The application form must be signed by the applicant(s), property owner(s), and/or duly authorized representative(s). If the applicant and/or property owner is a Limited Liability Company (LLC), a list of all members of the LLC must be provided with your land use application.

The current vesting deed provided indicates ownership of tax lot 10100 belonging to Avi LLC.
 Please provide Articles of Organization for Avi LLC.
 Please see attached Articles of Organization

Signing Authority

In addition, the two properties in question appear to be owned by separate entities, and the application will need to be signed by both parties. However, per the comments from Public Works below, the properties cannot be consolidated as a single unit of land without first placing both under singular ownership.

The properties will remain separate; the parties in both instances are the same.

Recorded Deed / Chain of Title

Survey is unable to determine the date of creation with the provided deed. Please provide a chain of title of historic deeds for the subject properties indicating when it was first established in its current configuration. A Chain-of-Title showing the subject properties in the same configuration today as it was prior to October 22, 1979 is required to determine lot legality.

275 Court Street NE Salem, Oregon 97301-3442 T: 503.390.6500 www.studio3architecture.com

Memorandum

Stop-N-Save Gas Station

File: 2020-109.01

Project No: 2020-109

Page 1 of 9

Alternatively, evidence showing the subject properties were established in compliance with appropriate city land-use laws after October 22, 1979 may be submitted to determine lot legality. New Title Reports have been obtained from Ticor Title, with Historic Chain of Title, and are submitted attached.

The owner has given up additional setbacks bordering the internal Lot line to facilitate the City's requirements.

Tentative Plat

A plat prepared in accordance with SRC 205.030 and ORS 92 is required. Please provide a tentative plat map addressing all the items under SRC 205.030(a). See also Public Works' Completeness Item #1.

We assume this is no longer necessary given that the two sites will remain separate entities.

PLA Deed

A copy of the draft property line adjustment deed(s) is required, containing the following information:

- The names of the owners;*
- Legal descriptions of the adjusted properties and the transacted property prepared and sealed by an Oregon-registered Profession[sic] Land Surveyor;*
- References to original recorded deeds including the creation date and instrument used to lawfully establish each unit of land;*
- A place for the signatures of all parties, along with property notary acknowledgment.*

Please provide a copy of the draft property line adjustment deed including the information identified above. See also Public Works' Completeness Item #2.

We assume this point is now moot since the owners have elected to give up the additional setbacks adjacent to the property line in question.

Proof of Ownership

A preliminary title report not older than 30 days for each affected property is required. The property profiles submitted do not qualify as title reports and therefore do not comply with City code. Please submit a current title report for each of the subject properties. See also Public Works' Completeness Item #3.

New Title Reports have been obtained from Ticor Title, again, (that twice in the last month), with Historic Chain of Title, and are submitted attached.

Written Statement

Pursuant to SRC 300.210(a)(9), please provide a written statement addressing the approval criteria for a Property Line Adjustment as outlined in SRC 205.055(d). Please also be sure to address the approval criteria for the Driveway Approach Permit, as outlined in SRC 804.025(d).

Presumably this is now unnecessary since the PLA (Property Line Adjustment) has been abandoned.

With regard to meeting the approval criteria for a driveway permit, please see the attached plans which include graphic information illustrating that the criteria in SRC 804.025(d) have been considered and implemented.

Architects and engineers prepare drawings illustrating how criteria are met prima facia. Attorneys and planners seem to write paragraphs. Since we have all known that a picture is worth a thousand words, we reference our drawings as a loquacious responses to this request.

Items of Concern

Failure to address issues could result in denial of the application.

See discussion above. Denial would be challenged.

Since the two properties are now treated as separate development entities, and the initial design anticipated sharing parking between the two sites, you may wish to secure a parking agreement between the two sites. We anticipate that Site Plan Approval can be conditioned on the owners, who are the same people, providing evidence of a shared use parking arrangement.

Bike Parking

Please indicate bike rack details, including spacing dimensions and bike rack design, that illustrate compliance with the standards set forth in SRC 806.060.

This is a level of detail that would normally be addressed at the Building Permit Application phase, however since the detail is the same detail used in every jurisdiction where we practice and is used over and over for that very reason, I have added sheet A5.01 with a number of these standard details.

Landscape

Pursuant to SRC 522.010(d), a minimum of 15 percent of the development site shall be landscaped, and required setbacks and vehicle use area shall meet the Type A 1 standard set forth in SRC Chapters 806 and 807. Landscape plans have not been made available to verify conformance with the Type A standard, but can be reviewed at the time of building permit.

Per A1.01, Site Plan 22% of the site will be landscaped. Landscape design will meet the requirements of the SRC. A Landscape plan would not typically be prepared before a commitment by the City that the project can meet the Development Code Requirements. For this project we intend to secure the services of a Registered Landscape Architect to prepare the Landscape design for new Landscape areas, recognizing that parts of the site were previously completed to conform to the same requirements.

However, please include in your summary table, or in your written statement, how the development meets the minimum 5 percent interior landscaping standard in Table 806-5. It is not clear which areas are intended to be landscaped to verify conformance with this standard.

The 15% minimum Landscape requirement is generally achieved around the perimeter of the site. The additional 7% of landscaped area is principally interior to the properties. Please see drawings. Areas not covered with walks, curbs or pavement will be landscaped.

In addition, there appears to be some type of structure being added to the existing retail building where there is existing landscape. Please identify what is proposed here and the square footage, and any plants that may be proposed to be removed as a result of its placement.

The grades in this area are substantially lower than the finished floor of the existing C-store. There is a raised walk along part of the west side of the existing building which is aligned with the interior floor slab elevation. The owner has requested additional storage for this building which is being provided by the installation of an uninsulated and unheated shipping container, 40'-0" long by 8'-0" wide, accessed from this walk. The container will be installed on a steel frame, secured with seismic restraint and structural support, and set so that it is well above the existing landscaping. We do not intend to diminish the landscaping in this area. The landscape area at this location also provides storm water treatment for part of the site.

Please also note: the following items will be required and shall be included at the time of building permit review:

- *Plant unit count, distribution, and density*
- *Diameter at Breast height (DBH), species, and quantity for each tree.*

Understood. We anticipate that a Landscape Plan will be developed for Building Permit Application.

Public Works
Comments

Please see Public Works completeness review comments below. The applicant may contact Laurel Christian in Public Works

Development Services at 503-588-6211 with any questions.

Public Works has completed a preliminary "Completeness" review of the application submitted for the above-mentioned project. The following items have been identified as required material to be provided by the applicant prior to accepting the application as "Complete":

1. Tentative PLA Plan: A site plan is required that meets the submittal criteria of SRC 205.055(c)(2)

See discussion above. The Site Plan has been reworked so that the PLA is no longer required. The owner has accepted the penalty of additional setback requirements along this property line.

2. PLA Deeds: A copy of the draft property line adjustment deed(s) is required at completeness per SRC 205.055(c)(5). Please see the attached template.

See above.

3. Title Report: Submit a current title report for the subject property for review by the Survey Section pursuant to SRC 205.030(b).

See Above, with enclosures.

4. Stormwater Management: The application does not provide sufficient details to identify how the site is compliant with SRC 71, specifically the requirements for Green Stormwater Infrastructure (GSI) pursuant to PWDS Appendix 4E. Pursuant to PWDS 4E.7, the application shall include "the basis used for determining the proposed location and size of the stormwater facility." The tentative plan appears to utilize an existing stormwater facility. Based on the information submitted, it is unclear if the existing facility has the capacity to accommodate the additional runoff.

Storm water design will be compliant with SRC 71. Site plan Review precedes full civil design of the site.

The following items are not listed in SRC as specific requirements for a complete application; however, the applicant should be aware that the following have been identified as items that will be considered by the Public Works Department while recommending conditions for the proposed development.

5. Property Ownership: The two subject properties are under separate ownership. As such, the properties cannot be consolidated as a single unit of land without first placing both under singular ownership.

The properties will remain separate, owned by separate entities, although in fact the individuals involved are still the same. The owners have accepted the setback penalty that occurs as a result of this situation and the site plan has been modified accordingly.

6. Lot Legality: The applicant shall provide evidence that the subject property(s) is lawfully established.

New Title Reports have been secured with "Historic Chain of Title" and are submitted herewith.

Completeness:

Your application, which is incomplete, will be deemed complete upon receipt of one of the following:

(1) All of the missing information.

(2) Some of the missing information and written notice from you (the applicant) that no other information will be provided.

(3) Written notice from you (the applicant) that none of the missing information will be provided.

We have endeavored to provide the missing information. We deem the response with material to be complete.

Please consider this as written notice that no additional information will be provided.

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Memorandum

Stop-N-Save Gas Station

File: 2020-109.01

Project No: 2020-109

Page 5 of 9

Articles of Organization, Avi LLC

ARTICLES OF ORGANIZATION



Corporation Division
www.filinginoregon.com

E-FILED
Apr 19, 2016
OREGON SECRETARY OF STATE

REGISTRY NUMBER

120881792

TYPE

DOMESTIC LIMITED LIABILITY COMPANY

1. ENTITY NAME

AVI, LLC

2. MAILING ADDRESS

417 MAIN ST E
MONMOUTH OR 97361 USA

3. NAME & ADDRESS OF REGISTERED AGENT

INDERJIT DHALIWAL

417 MAIN ST E
MONMOUTH OR 97361 USA

4. ORGANIZERS

INDERJIT DHALIWAL

417 MAIN ST E
MONMOUTH OR 97361 USA

TALWAINDER DHALIWAL

2433 BROADWAY ST NW
ALBANY OR 97321 USA

5. DURATION

PERPETUAL

6. MANAGEMENT

This Limited Liability Company will be member-managed by one or more members



By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

INDERJIT DHALIWAL

TITLE

MEMBER

DATE SIGNED

04-19-2016

TITLE PLANT RECORDS REPORT-LINKED- LIVELOOK w/ Vesting Deed and Map, Tax Lot 10000:

Preliminary Report

Ticor Title - Oregon

File No.: 471822121771

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TICOR TITLE®

Title Officer: Title Officer

12345 Main Street, Salem, Oregon 97301

APR 2, 2018 AT 1:00 A.M.

SUMMARY

PROPERTY: Sam Sells and Davis Sells, husband and wife as joint tenants

ADDRESS: 12345 Main Street, Salem, Oregon

FILE NUMBER: LIVELOOKREPORT

PLANT DATE: April 2, 2018 at 1:00 a.m.

PROPERTY TYPE: Single Family Residence

FORM OF POLICY: a CLTA, in 2010 Homeowner's Policy of Title Insurance, ACIS Loan 2000

EXCEPTIONS

- A. Property taxes, which are not yet due and payable
- B. Supplemental or escaped assessments of any
- C. Payment of Contractual Assessment Required, HSD/FACE
- D. Water rights
- E. Provisions in a deed prohibiting the buying, selling or handling of intangible rights on said land
- F. Easements, encumbrances, and restrictions
- G. Easement
- H. Deed of Trust
- I. Abstract of Judgment
- J. Notice of Independent Solar Energy System Producer Contract
- K. Financing Statement
- L. If the land is within the area affected by a Geographic Targeting Order issued by FINCEN

Effortless, Efficient, Compliant, and Accessible



1433 SW 6th Avenue
Portland, OR 97201
Phone: (503)646-4444 / Fax: (503)469-4198

TITLE PLANT RECORDS REPORT Report of Requested Information from Title Plant Records

Studio 3 Architecture
275 Court Street NE
Salem, OR 97301

Customer Ref.: _____
Order No.: 471822121771
Effective Date: October 12, 2022 at 08:00 AM
Fee(s): \$200.00

The information contained in this report is furnished by Tigor 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 IS NOT TITLE INSURANCE NOR IS IT A PRELIMINARY TITLE REPORT OR A COMMITMENT FOR TITLE INSURANCE. No examination has been made of the Company's records, other than as specifically set forth herein. 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 ("THE REPORT") IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT

County and Time Period

This report is based on a search of the Company's title plant records for County of Marion, State of Oregon, for the time period **from October 26, 1946 through October 12, 2022** (with the through date being "the Effective Date").

Ownership and Property Description

The Company reports the following, as of the Effective date and with respect to the following described property ("the Property"):

Owner. The apparent vested owner of the Property is:

Inderjit Singh Dhaliwal and Harender K. Dhaliwal and Talwinder Singh Dhaliwal and Varinder K. Dhaliwal, not as tenants in common, but with rights or survivorship

Premises. The Property is:

(a) Street Address:

1545 Lancaster Drive SE, Salem, OR 97317

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Encumbrances

[If no information appears in this section, the section is intentionally omitted.]

General Index Liens against Named Party

[If no information appears in this section, the section is intentionally omitted.]

Recorded Documents

For the above stated county and time period, the Company reports the following types of recordings that relate to the Property:

a. Types of recordings: Deeds

b. List of recordings: WD- Fitzpatrick to Swigart, recorded 10-26-46 [Book 357, page 633](#)

WD- Fitzpatrick & Swigart to Fitzpatrick, recorded 1-10-49, [Book 399, page 361](#)

WD- Fitzpatrick to Swigart, recorded 1-21-53, [Book 447, page 189](#)

WD- Fitzpatrick to Freeways West, recorded 1-30-78, [Reel 111, page 638](#)

WD- Freeways West to Granada Land, recorded 1-31-79, [Reel 155, page 442](#)

BSD- Granada Land to Granada Land, recorded 1-31-79, [Reel 155, page 450](#)

WD- Granada Land to Larry & Jeanette Epping Family Foundation, recorded 3-10-05, [Reel 2449, page 9](#)

BSD- Larry & Jeanette Epping Family Foundation to Epping Foundation Holdings, recorded 8-1-17, [Reel 3977, page 9](#)

WD- Epping Foundation Holdings to Dhaliwal, etal, recorded 8-31-20, [Reel 4379, page 17](#)

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

James Carter
503-336-9126
FAX
james.carterjr@titlegroup.fntg.com

Ticor Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201

EXHIBIT "A"
Legal Description

A parcel of land lying in the South half of the Benjamin Munkers Donation Land Claim No. 52 in Section 6 of Township 8 South, Range 2 West of the Willamette Meridian, in the City of Salem, County of Marion, State of Oregon, being more particularly described as follows:

Beginning at Engineer's Station 61-66.63 in the center of Lancaster Drive on the line dividing the North and South halves of the said Munkers Donation Land Claim as shown in C.S. 33072 a recorded in the Marion County Surveyors Office; thence South 15°05'13" East, along the centerline of said Lancaster Drive, a distance of 326.71 feet to a point on the South line of that tract of land described and recorded in Reel 155, page 450, Deed Records for Marion County, Oregon; thence South 74°51'55" West, along the South line of said tract, a distance of 38.00 feet to the Westerly right-of-way line of said Lancaster Drive and being the TRUE POINT OF BEGINNING: thence South 74°51'55" West, along said South line, a distance of 205.87 feet to a point on the Easterly line of the relocated Hagers Grove Road; thence Northerly, along said Easterly line, on the arc of a 270.00 foot radius curve to the right, (the chord of which bears North 04°18'10" West 52.42 feet), a distance of 52.50 feet; thence North 01°16'05" East, along said Easterly line, a distance of 20.00 feet; thence Northerly, along said Easterly line, on the arc of a 330.00 foot radius curve to the left, (the chord of which bears North 05°13'04" West 74.55 feet), a distance of 74.71 feet; thence Northeasterly, along the arc of a 20.00 foot radius curve to the right, (the chord of which bears North 40°01'27" East 31.40 feet), a distance of 36.11 feet to a point on the Southerly right-of-way line of Hagers Grove Road; thence Northeasterly, along said right-of-way line, on the arc of a 120.00 foot radius curve to the left, (the chord of which bears North 86°47'08" East 20.78 feet), a distance of 20.80 feet; thence North 81°49'08" East, along said right-of-way, a distance of 132.52 feet to a point on the Westerly right-of-way line of said Lancaster Drive; thence South 15°05'13" East, along said right-of-way line, a distance of 141.72 feet to the TRUE POINT OF BEGINNING.

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

RECORDING REQUESTED BY:



315 Commercial St SE, Ste 150
Salem, OR 97301

GRANTOR'S NAME:

Epping Foundation Holdings LLC

GRANTEE'S NAME:

Inderjit Singh Dhaliwal, Harender K. Dhaliwal, Talwinder Singh
Dhaliwal, and Varinder K. Dhaliwal

REEL 4379 PAGE 17
MARION COUNTY
BILL BURGESS, COUNTY CLERK
08-31-2020 01:21 pm.
Control Number 615746 \$ 96.00
Instrument 2020 00047399

AFTER RECORDING RETURN TO:

Order No.: 471820096292-LN

Inderjit Singh Dhaliwal and Harender K. Dhaliwal and Talwinder
Singh Dhaliwal and Varinder K. Dhaliwal, not as tenants in
common, but with the rights of survivorship
417 Main St E
Monmouth, OR 97361

SEND TAX STATEMENTS TO:

Inderjit Singh Dhaliwal
417 Main St E
Monmouth, OR 97361

APN: 529459

Map: 082W06AB10000

1545 Lancaster Drive SE, Salem, OR 97317

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Epping Foundation Holdings LLC, Grantor, conveys and warrants to **Inderjit Singh Dhaliwal and Harender K. Dhaliwal and Talwinder Singh Dhaliwal and Varinder K. Dhaliwal, not as tenants in common, but with the rights of survivorship**, 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:

A parcel of land lying in the South half of the Benjamin Munkers Donation Land Claim No. 52 in Section 6 of Township 8 South, Range 2 West of the Willamette Meridian, in the City of Salem, County of Marion, State of Oregon, being more particularly described as follows:

Beginning at Engineer's Station 61-66.63 in the center of Lancaster Drive on the line dividing the North and South halves of the said Munkers Donation Land Claim as shown in C.S. 33072 a recorded in the Marion County Surveyors Office; thence South 15°05'13" East, along the centerline of said Lancaster Drive, a distance of 326.71 feet to a point on the South line of that tract of land described and recorded in Reel 155, page 450, Deed Records for Marion County, Oregon; thence South 74°51'55" West, along the South line of said tract, a distance of 38.00 feet to the Westerly right-of-way line of said Lancaster Drive and being the TRUE POINT OF BEGINNING: thence South 74°51'55" West, along said South line, a distance of 205.87 feet to a point on the Easterly line of the relocated Hagers Grove Road; thence Northerly, along said Easterly line, on the arc of a 270.00 foot radius curve to the right, (the chord of which bears North 04°18'10" West 52.42 feet), a distance of 52.50 feet; thence North 01°16'05" East, along said Easterly line, a distance of 20.00 feet; thence Northerly, along said Easterly line, on the arc of a 330.00 foot radius curve to the left, (the chord of which bears North 05°13'04" West 74.55 feet), a distance of 74.71 feet; thence Northeasterly, along the arc of a 20.00 foot radius curve to the right, (the chord of which bears North 40°01'27" East 31.40 feet), a distance of 36.11 feet to a point on the Southerly right-of-way line of Hagers Grove Road; thence Northeasterly, along said right-of-way line, on the arc of a 120.00 foot radius curve to the left, (the chord of which bears North 86°47'08" East 20.78 feet), a distance of 20.80 feet; thence North 81°49'08" East, along said right-of-way, a distance of 132.52 feet to a point on the Westerly right-of-way line of said Lancaster Drive; thence South 15°05'13" East, along said right-of-way line, a distance of 141.72 feet to the TRUE POINT OF BEGINNING.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS THREE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (**\$390,000.00**). (See ORS 93.030).

Subject to:

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 2020-2021.

Any rights, liens, claims or equities, if any, in favor of East Salem Sewer and Drainage District.

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

STATUTORY WARRANTY DEED

(continued)

Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Grantor:
Grantee: State of Oregon, by and through its State Highway Commission
Recording Date: November 19, 1952
Recording No.: Book 445, page 426

Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Grantee: State of Oregon, by and through its State Highway Commission
Recording Date: May 14, 1958
Recording No.: Book 511, page 606

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

Granted to: Suburban East Salem Water District
Purpose: Water pipe
Recording Date: June 16, 1972
Recording No: Book 728, page 666

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

Granted to: City of Salem
Purpose: Slopes
Recording Date: August 22, 2003
Recording No: Reel 2182, page 311
Affects: Reference is hereby made to said document for full particulars

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

Granted to: City of Salem
Purpose: Public utilities and appurtenances
Recording Date: August 22, 2003
Recording No: Reel 2182, page 312
Affects: Reference is hereby made to said document for full particulars

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

Granted to: City of Salem
Purpose: Slopes
Recording Date: March 30, 2004
Recording No: Reel 2295, page 88
Affects: Reference is hereby made to said document for full particulars

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.

STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 8-27-2020

Epping Foundation Holdings LLC

BY: William C. Davis

William C. Davis
Authorized Signer

BY: Michael Pettyjohn

Michael Pettyjohn
Trust Officer for Pioneer Trust Bank NA

State of Oregon
County of Marion

This instrument was acknowledged before me on 8/27/2020 by Michael Pettyjohn, as Trust Officer for Pioneer Trust Bank NA for Epping Foundation Holdings LLC and William C. Davis, as Authorized Signer for Epping Foundation Holdings LLC.

Marianne Scheelar
Notary Public - State of Oregon

My Commission Expires: 01/28/2023



REEL: 4379

PAGE: 17

August 31, 2020, 01:21 pm.

CONTROL #: 615746

State of Oregon
County of Marion

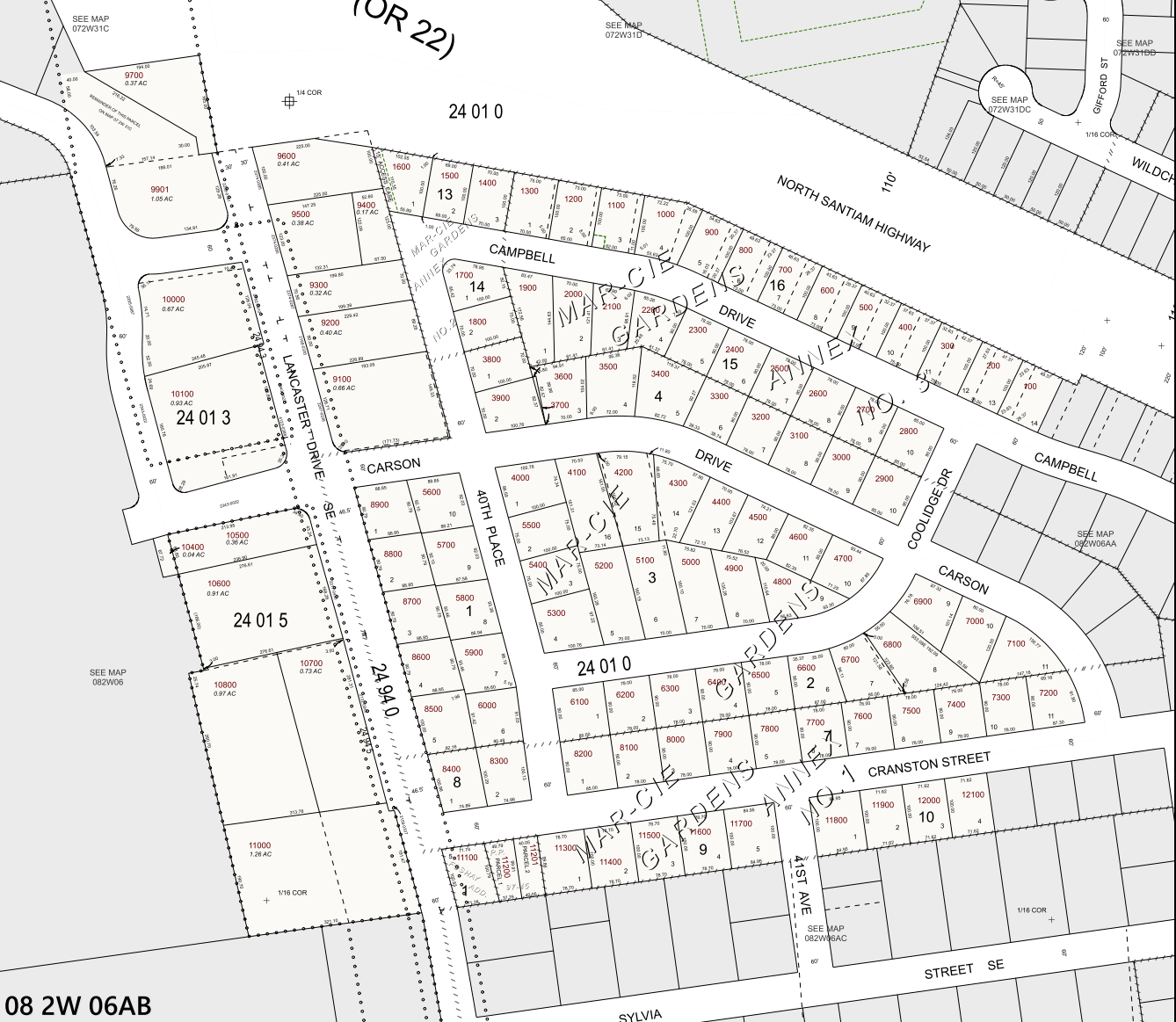
I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$ 96.00

**BILL BURGESS
COUNTY CLERK**

THIS IS NOT AN INVOICE.

08 2W 06AB



08 2W 06AB

08 2W 06AB
SALEM



MARION COUNTY, OREGON
NW1/4 NE1/4 SEC6 T8S R2W W.M.
SCALE 1" = 100'

LEGEND

- LINE TYPES
- Taxlot Boundary
 - Road Right-of-Way
 - Railroad Right-of-Way
 - Private Road ROW
 - Subdivision/Plat Bdndry
 - Waterline - Taxlot Bdndry
 - Historical Boundary
 - Easement
 - Railroad Centerline
 - Taxcode Line
 - Map Boundary
 - Waterline - Non Bdndry

- CORNER TYPES
- + 1/16TH Section Cor.
 - ⊙ DLC Corner
 - ⊕ 1/4 Section Cor.
 - 16 15 Section Corner
 - 21 22

NUMBERS
Tax Code Number
00 00 0
Acreage 0.29 AC All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

NOTES
Tick Marks: A tick mark in the road indicates that the labeled dimension extends into the public ROW

CANCELLED NUMBERS			
9000			
9800			
9900			
9902			
10200			
10300			
10401			
10601			
10600			

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.marion.or.us

PLOT DATE: 10/16/2020

SALEM
08 2W 06AB

TITLE PLANT RECORDS REPORT-LINKED- LIVELOOK w/ Map, Tax Lot 10100:

Preliminary Report

Ticor Title - Oregon

File No.: 471822121598

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Ticor Title LiveLOOK report, Click Here](#)



TICOR TITLE®

Title Officer: Title Officer

SUMMARY

INSURED: Sam Soffer and Davis Soffer, husband and wife as joint tenants

ADDRESS: 12345 Main Street, Toluca, California

FORM OF POLICY: a CLTA, in 2019 Homeowner's Policy of Title Insurance, ACIS Loan 2019

FILE NUMBER: 471822121598

PLAN DATE: April 2, 2019 at 7:57 a.m.

PROPERTY TYPE: Single Family Residence

EXCEPTIONS

- A. Property taxes, which are not yet due and payable
- B. Supplemental or unpaid assessments of any
- C. Payment of Contractual Assessment Required, HSD/FACE
- D. Unpaid taxes
- E. Provisions in a deed prohibiting the buying, selling or handling of intangible rights on said land
- F. Comments, conditions, and restrictions
- G. Easement
- H. Deed of Trust
- I. Abstract of Judgment
- J. Notice of Independent Solar Energy System Producer Contract
- K. Financing Statement
- L. If the land is within the area affected by a Geographic Targeting Order issued by FINCEN

Effortless, Efficient, Compliant, and Accessible



1433 SW 6th Avenue
Portland, OR 97201
Phone: (503)646-4444 / Fax: (503)469-4198

TITLE PLANT RECORDS REPORT Report of Requested Information from Title Plant Records

Studio 3 Architecture
275 Court Street NE
Salem, OR 97301

Customer Ref.: _____
Order No.: 471822121598
Effective Date: September 29, 2022 at 08:00 AM
Fee(s): \$200.00

The information contained in this report is furnished 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 IS NOT TITLE INSURANCE NOR IS IT A PRELIMINARY TITLE REPORT OR A COMMITMENT FOR TITLE INSURANCE. No examination has been made of the Company's records, other than as specifically set forth herein. 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 ("THE REPORT") IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT

County and Time Period

This report is based on a search of the Company's title plant records for County of Marion, State of Oregon, for the time period **from March 13, 1967 through September 29, 2022** (with the through date being "the Effective Date").

Ownership and Property Description

The Company reports the following, as of the Effective date and with respect to the following described property ("the Property"):

Owner. The apparent vested owner of the Property is:

Avi, LLC, an Oregon limited liability company

Premises. The Property is:

(a) Street Address:

3997 Carson Drive SE, Salem, OR 97317

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Encumbrances

[If no information appears in this section, the section is intentionally omitted.]

General Index Liens against Named Party

[If no information appears in this section, the section is intentionally omitted.]

Recorded Documents

For the above stated county and time period, the Company reports the following types of recordings that relate to the Property:

a. Types of recordings: Deeds

- b. List of recordings:**
- WD- Swigart to Dibacco, recorded 3-13-1967, [Book 628, page 601](#)
 - DED- Walling Investments to Walling, recorded 5-1-1984, [Reel 343, page 1](#)
 - BSD- Walling to Walling Trust, recorded 6-2-1988, [Reel 623, page 249](#)
 - WD- Walling Trust to Walling Family LP, recorded 12-19-1997, [Reel 1449, page 269](#)
 - WD- Dibacco to Benson, recorded 1-31-2003, [Reel 2062, page 288](#)
 - WD- Benson to Home Depot, recorded 1-31-2003, [Reel 2062, page 290](#)
 - WD- Home Depot to Walling Family LP, recorded 4-17-2003, [Reel 2105, page 225](#)
 - WD- Walling Family LP to Boss-Aften, recorded 10-4-2005, [Reel 2547, page 148](#)
 - BSD- Boss-Aften to Yellow Dog Holdings, recorded 2-26-2008, [Reel 2923, page 302](#)
 - WD- Yellow Dog Holdings to Dhaliwal, recorded 4-28-2017, [Reel 3940, page 167](#)
 - BSD- Dhaliwal to Avi, LLC, recorded 6-25-2018, [Reel 4091, page 319](#)

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

James Carter
503-336-9126
FAX
james.carterjr@titlegroup.fntg.com

Ticor Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 332584, 337070, 337071 and 529457

For Tax Map ID(s): 082W06AB10100, 082W06AB10100, 082W06AB10100 and 082W06AB10100

Beginning in the center of the County Road at a point which is 326.04 feet South 17° 00' East from the intersection of the center line of said County Road with the North line of the South half of the Benjamin Munkers Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, said point of beginning being the Southeast corner of a tract of land conveyed to M. E. Fitzpatrick by deed recorded in Volume 399, Page 361, Deed Records for said County and State; thence South 73° 00' West 276.40 feet to the Southwest corner of said tract; thence South 17° 00' East parallel with the center of said County Road, 147.00 feet; thence North 75° 46' East, 276.60 feet to a point in the center of said County Road; thence North 17° 00' West 164.10 feet to the Place of Beginning.

EXCEPTING THEREFROM that portion within the limits of the County Road.

Reserving for road and right of way purposes a strip of land 30 feet in width off the Easterly side of the above described tract.

ALSO:

A parcel of land lying in the South half of the Benjamin Munkers Donation Land Claim No. 52 in Section 6 in Township 8 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon, being more particularly described as follows:

Beginning at Engineer's Station 61+66.63 in the center of Lancaster Drive on the line dividing the North and South halves of the said Munkers Donation Land Claim as shown in C.S. 33072 as recorded in the Marion County Surveyors Office; thence South 15° 05' 13" East along the centerline of said Lancaster Drive, a distance of 490.21 feet to a point on the North line of those tracts of land described and recorded in Reel 1178, Page 590, Deed Records for Marion County, Oregon; thence South 78° 17' 14" West along said Northerly line a distance of 38.07 feet to the True Point of Beginning; thence South 15° 05' 13" East 19.37 feet; thence Southwesterly along the arc of a 25.00 foot radius curve to the right (the long chord of which bears South 29° 54' 47" West 35.36 feet) a distance of 39.27 feet; thence South 74° 54' 47" West 161.91 feet; thence Northwesterly along the arc of a 20.00 foot radius curve to the right (the long chord of which bears North 60° 06' 01" West 28.28 feet) a distance of 31.41 feet; thence North 15° 06' 52" West a distance of 36.58 feet to a point on said Northerly line; thence North 78° 17' 14" East along said Northerly line a distance of 207.29 feet to the True Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Salem as Warranty Deed recorded September 20, 2018 in Reel 4123, Page 388, Deed Records for Marion County, Oregon

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

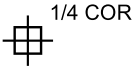
08 2W 06AB

SEE MAP
072W31C

(OR 22)

SEE MAP
072W31D

24 01 0



REMAINDER OF THIS PARCEL
ON MAP 07 2W 31C

9700
0.37 AC

9901
1.05 AC

10000
0.67 AC

10100
0.93 AC

24 01 3

LANCASTER DRIVE

9600
0.41 AC

9500
0.38 AC

9300
0.32 AC

9200
0.40 AC

9100
0.66 AC

1600

13

1500

1400

1300

1200

1100

CAMPBELL

1700

14

1900

2000

2100

1800

3800

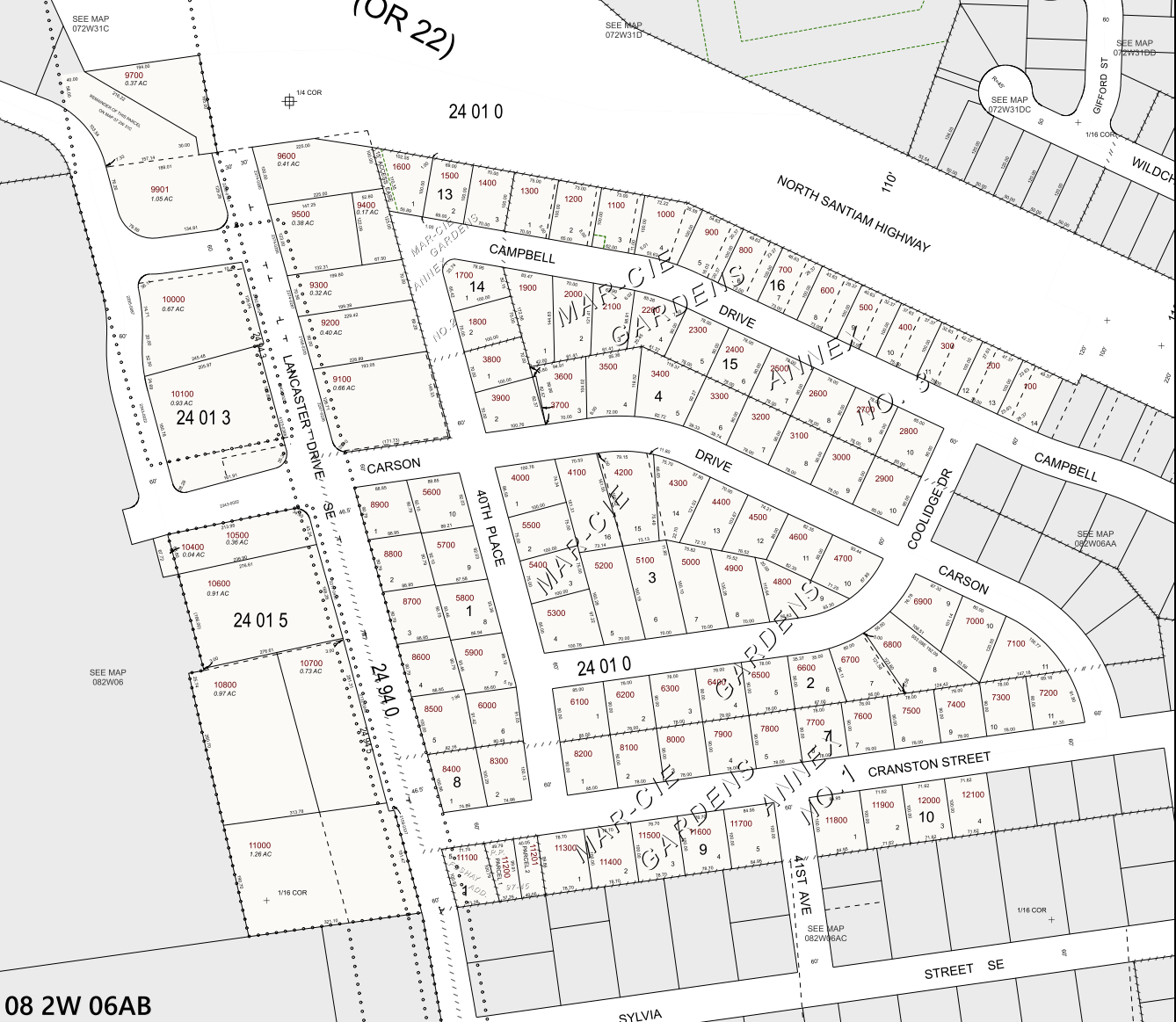
3900

3600

3700

3500

08 2W 06AB



08 2W 06AB

08 2W 06AB
SALEM



MARION COUNTY, OREGON
NW1/4 NE1/4 SEC6 T8S R2W W.M.
SCALE 1" = 100'

LEGEND

- LINE TYPES
- Taxlot Boundary
 - Road Right-of-Way
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- CORNER TYPES
- + 1/16TH Section Cor.
 - ⊙ DLC Corner
 - ⊕ 1/4 Section Cor.
 - 16 15 Section Corner
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NUMBERS
Tax Code Number
00 00 0
Acreage 0.29 AC All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

NOTES
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CANCELLED NUMBERS			
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9902			
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DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.marion.or.us

PLOT DATE: 10/16/2020

SALEM
08 2W 06AB

Drawings submitted in separate pdf file:

GENERAL DRAWINGS

G0.01 COVER SHEET 01/09/2020

G0.02 GENERAL NOTES 01/09/2020

G3.01 PERSPECTIVE VIEWS 01/09/2020

CIVIL ENGINEERING DRAWINGS

C2.0 GRADING AND DRAINAGE PLAN 01/17/22

C3.0 UTILITY PLAN 01/17/22

ARCHITECTURAL DRAWINGS

A1.01 SITE PLAN 01/09/2020

A1.02 SITE PLAN - EXISTING CONDITIONS 01/12/22

A5.01 EXTERIOR SITE PLAN DETAILS 01/09/2020