

**RESOLUTION NO. 93-1789**

**RESOLUTION OF THE City OF NEWBERG AUTHORIZING EXERCISE OF AN OPTION TO PURCHASE REAL PROPERTY FOR WELL PURPOSES FOR A WATER SUPPLY FOR THE City OF NEWBERG.**

**RECITALS:**

1. Under and by virtue of the laws of the State of Oregon, the City of Newberg ("City") is duly authorized and empowered to locate, acquire, construct, reconstruct, alter, enlarge, renew, replace, operate, maintain and protect a water supply system and facilities as in the judgement of the Council are necessary and property for the City; and
2. Under and by virtue of the laws of the State of Oregon, City may acquire by purchase such real and personal property interests therein and rights-of-way, either within or without the City limits of the City as in the judgment of the council are necessary or proper to exercise its power; and
3. The City has obtained an option to purchase certain property located in Marion County, Oregon, a copy of which is attached hereto as Exhibit "A" for the purpose of locating, constructing, operating, maintaining, protecting and repairing a water supply system, including wells and facilities in accordance with a Well Field Evaluation Study prepared by CH2M Hill and adopted by the City; and
4. It is in the best interests of the City to exercise the option attached as Exhibit "A" in order to purchase the property described therein to accomplish the purposes set forth above; and
5. The City Manager should be authorized to execute the necessary documents to exercise such option and close the sale after approval by the City Attorney of the form of the documents, the condition of title and other legal requisites.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Newberg, Oregon, as follows:

1. The City Manager is authorized to exercise the option attached hereto as Exhibit "A" and to thereafter execute such documents and take such further action as is necessary to close the sale, after approval by the City Attorney of the form of the documents, the conditions of title and other legal requisites.

**ADOPTED** by the City Council of the City of Newberg this 1<sup>st</sup> day of June, 1993.

  
Duane R. Cole  
City Recorder

reasonably deem necessary or advisable to be obtained from Grantee for the purposes of removing from the public record any cloud on Grantors' title to the Property which is attributable in any manner to the grant or existence of this option.

3. EXERCISE AND SCOPE OF OPTION.

3.1 This option shall be exercised, if at all, by written notice given by Grantee to Grantors in the manner specified in paragraph 8 below at any time during the Option Period, which notice shall specify that Grantee has elected to exercise this option.

3.2 This option may be exercised only with respect to the entirety of the Property, and nothing contained herein shall be construed as permitting Grantee to purchase less than all of the Property pursuant to this option.

3.3 Upon exercise of this option, Grantee shall be obligated to purchase the Property from Grantors, and Grantors shall be obligated to sell the Property to Grantee, for the price and in the manner hereinafter set forth.

4. RIGHTS FOR DURATION OF OPTION.

4.1 During the Option Period, Grantee, its agents or contractors, shall be entitled to go upon the Property for the purpose of making or conducting any inspection, investigation, test or survey reasonably related to Grantee's decision to purchase the Property or to Grantee's prospective use thereof, provided only that all such activities shall be without expense to Grantors. Grantee shall protect, defend and hold harmless Grantors from any

loss, liability or damage to persons or property arising out of or related to Grantee's activities on the Property, which obligation shall survive Grantee's exercise of, or termination of, this option. If Grantee fails to exercise this option and fails to purchase the Property, Grantee shall fully compensate Grantors for any physical damage to the Property or lien, encumbrance or charge thereon attributable to Grantee's activities with respect thereto. It is expressly understood that the Grantee's satisfaction as to the condition of the Property, including any condition relating to the presence or suspected presence of hazardous substances (as defined below), upon the Property shall be a condition of the exercise of this option, which condition shall be deemed satisfied upon Grantee's exercise of the option. No such inspection or investigation shall be done unless the consent of Grantor's tenant is first obtained.

4.2 During the Option Period, Grantors, shall cooperate in all reasonable respects with Grantee's efforts to inspect, investigate, test and survey the Property. Grantee shall give notice to Grantors prior to each entry of the property, to provide Grantors (or their agents or representatives) the opportunity to accompany Grantee onto the Property.

5. CONDITION OF PROPERTY.

Grantee acknowledges, represents, warrants and agrees that:  
(i) Grantee is purchasing the Property in its "AS IS" and "WHERE IS" condition, without any warranty expressed or implied whatsoever; (ii) Grantee has made, or will make, as it deems

necessary or appropriate, an examination, inspection and investigation of the Property, all improvements, if any, located thereof, the subsurface of the Property and all soil, engineering, environmental and other conditions and requirements of the Property; (iii) Grantee has investigated, or will investigate, as it deems necessary or appropriate, all zoning and regulatory matters pertaining to the Property; (v) Grantee shall purchase the Property based upon such inspection and investigations and not in reliance on any statements, representations, inducements or agreements of Grantor, or Grantors' employees or agents, in connection with the Property, its zoning, its value, its fitness or merchantability for any particular purpose, the availability of water and utilities, soil, engineering, environmental and other conditions and requirements of the Property, encroachments, flooding and such other matters as might be disclosed or determined by an examination or survey of the Property and independent inquiry with respect thereto; (v) any engineering data, soil reports, surveys or other information that Grantor or any other party may have delivered to Grantee pertaining to the Property is furnished without any representation or warranty whatsoever; and (vi) except as expressly provided herein to the contrary, Grantors' responsibility, liability and obligation respecting the Property subsequent to conveyance of the Property shall be the same as if conveyance had been by condemnation judgment. Grantee acknowledges that no person acting on behalf of Grantor is authorized to make, and by execution of this Agreement, Grantee acknowledges that no

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person acting or purporting to act on behalf of Grantor has made, any representation, warranty, guaranty, or promise, whether oral or written, except as set forth in this agreement; or if such representations have been made, Grantee has not relied on them in executing this agreement. Any agreement, statement, representation, or promise made by any person that is not contained in this agreement shall not be valid or binding upon Grantor.

6. PURCHASE PRICE; IMMEDIATE POSSESSION RIGHT; PAYMENT.

6.1 If Grantee exercises this option, the purchase price for the Property shall be the sum of FOUR HUNDRED TWENTY THOUSAND and no/100 (\$420,000.00) DOLLARS.

6.2 In the event Grantee exercises this option, Grantee shall pay Grantors the additional sum of SIXTY THOUSAND and no/100 (\$60,000.00) DOLLARS as consideration for Grantors agreeing to allow Grantee to take immediate possession of the property upon closing, and to inspect and conduct tests upon the property prior to closing pursuant to provisions of Section 4 herein.

6.3 The purchase price and the additional sum to be paid for the rights specified above shall be payable in cash at closing.

7. CLOSING.

7.1 The purchase of the Property shall be closed in escrow at a title insurance company to be selected by Grantee and the escrow fee shall be shared equally by the parties.

7.2 Closing shall occur as soon as possible following exercise of this option by Grantee and, in any event, no later than the 35th day following the date of exercise of this option.

7.3 At closing, Grantors shall convey said Property with appurtenances, hereditaments and tenements, including all water rights appurtenant thereto, to Grantee by Bargain and Sale deed in such name as it may prescribe, free and clear of all liens and encumbrances, rights of possession, claims to rights of possession, reservations in federal patents, restrictions, reservations, mineral rights, and limitations except those exceptions numbers 2 through 12 shown on the attached preliminary title report, building restrictions of record, zoning ordinances, matters of record, matters visible or apparent on the ground and the leasehold referred to in Paragraph 8 hereof. Grantors shall quitclaim all right, title and interest which the Grantors may have in any alleys, roads, streets, ways, strips, easements, gores or rights of way abutting or adjoining said Property and in any means in ingress or egress appurtenant to said Property.

7.4 Grantor shall deliver to Grantee possession of said Property at the closing of escrow.

7.5 Taxes and utilities, if any, and the current portion of assessments for governmental or quasi-governmental improvements, if any, shall be prorated between the parties as of the date of closing.

7.6 The transaction shall be closed when the title insurance company selected by the Grantees is in a position to insure title to the property as shown in the preliminary title report attached, subject only to exceptions 2 through 12 of said preliminary title report.

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7.7 Each party warrants that it has not incurred a brokerage fee as a result of this transaction.

7.8 Upon execution of this option, Grantors shall provide the information to Grantee required by ORS 537.330(1). At closing, Grantors shall deliver to Grantee the documents described in ORS 537.330(2). Within 5 days of closing, Grantors shall provide the notification to the Water Resources Department required by ORS 537.33092).

8. EXISTING LEASEHOLD. Grantee acknowledges the leasehold rights of the existing tenant in the Property. Grantors shall retain the right to receive the lease payments of said tenant due and payable in 1993 and 1994, and at closing the parties shall execute an instrument, in form reasonably acceptable to both parties, providing for such retention of rights.

9. NOTICES. Any notice given with respect hereto, whether or not required to be given, shall be deemed given when actually delivered or two (2) days after deposit in the United States Post Office by registered or certified mail, return receipt requested, in an envelope addressed as hereinafter set forth, or to such other address as either party may hereafter specify in writing by notice to the other. Notices to the parties shall be addressed to the attention of:

GRANTORS: Mr. Sidney Smith  
2443 N.E. 19th  
Portland, OR 97212

with copy to:

Charles Corrigan  
O'Donnell, Ramis et al  
1727 N.W. Hoyt Street  
Portland, OR 97209

GRANTEE: City of Newberg  
c/o Terrence D. Mahr, Esq.  
414 E. First Street  
Newberg, OR 97132

with a copy to:

Donald R. Stark  
Williams, Fredrickson & Stark, P.C.  
1600 S.W. Fourth, Suite 900  
Portland, OR 97201

10. DEFAULT. If either party shall fail or refuse to carry out any provision hereof, the other party shall be entitled to such remedy or remedies for breach of contract as may be available under applicable law, including without limitation the remedy of specific performance, if such other party has fully performed all of its obligations hereunder. Time is of the essence hereof.

11. ATTORNEY FEES. If any suit or action is brought under or arising out of this agreement, and upon any appeal thereof, the losing party agrees to pay the prevailing party's reasonable attorney fees to be fixed by the trial and appellate courts respectively.

12. USE OF THE PROPERTY. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. 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 EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. (ORS 93.040)

13. GRANTORS' WARRANTY. Grantors warrant that they have the right to grant this option and will be able to deliver the bargain and sale deed specified in paragraph 7.3 above.

14. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

15. ENTIRE AGREEMENT. This agreement shall supersede all prior agreements between the parties relating to the subject matter hereof, and no warranties, representations or agreements with regard thereof, except for those contained herein, shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this instrument on or as of the date and year first written above.

GRANTORS:

Cecil C. Smith, Trustee  
Cecil C. Smith, Trustee of the Cecil C. Smith Trust

Mary L. Smith  
Mary L. Smith

GRANTEE:

CITY OF NEWBERG

By \_\_\_\_\_  
Authorized Representative

c:\orcelcc\smith\option.ag2

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MARION COUNTY-MAIN OFFICE
280 Liberty St. S.E., Suite 100
P.O. Box 825
Salem, Oregon 97308
Phone 581-0535
FAX: 362-9871

EAST SALEM BRANCH
1860 Hawthorne Ave. N.E
Salem, Oregon 97303
Phone 364-4480
FAX: 685-1887

BENTON COUNTY
582 N.W. VanBuren
P.O. Box 951
Corvallis, Oregon 97339
Phone 767-1344
FAX: 763-8414

LINN COUNTY
1530 S.E. 9th Avenue
P.O. Box 981
Albany, Oregon 97321
Phone 926-8808
FAX 907-8583

LINCOLN COUNTY
128 W. Olive
P.O. Box 1177
Newport, Oregon 97365
Phone 285-8591
FAX 285-7332

STAYTON BRANCH
1161 N. First Ave.
P.O. Box 533
Stayton, Oregon 97383
Phone 789-3431
FAX: 789-4494

WOODBURN BRANCH
612 Glitz Circle
P.O. Box 1090
Woodburn, Oregon 97071
Phone 981-0016
FAX: 981-0009

POLK COUNTY
807 Main St.
P.O. Box 451
Dallas, Oregon 97336
Phone 623-5513
FAX: 623-8926

COOS COUNTY
454 Commercial St.
Coos Bay Oregon 97420
Phone 269-0119
FAX 260-0470

LINCOLN CITY BRANCH
1845 S.W. Hwy. 101 (Sta R)
Lincoln City, Oregon 97367
Phone 994-7146
FAX: 994-5399

MARION COUNTY
Main Office

November 4, 1992
Don Stark, Attorney
1600 SW 4th, Suite 900
Portland, Oregon 97201

SUPPLEMENTAL REPORT ONLY
No liability is assumed hereunder
until the policy is issued and
the full policy premium has been
paid.

Order No. 157536-M

We are prepared to issue a title insurance policy in the form requested, insuring
the title to the land described herein.

SEE ATTACHED LEGAL

Vestee:

CECIL C. SMITH, TRUSTEE
as to an undivided one-half interest and
MARY L. SMITH
as to an undivided one-half interest
as to Parcel I
MERI LEE DORITY CLARKE, ARTHUR D. DORITY III,
also known as
ARTHUR DANIEL DORITY III
DIANE M. DORITY
also known as
DIANE MARIE DORITY and
DERI C. DORITY
also known as
DERI CAROLYN DORITY, TRUSTEE of the
DERI C. DORITY TRUSTE
as tenants in common
as to Parcel II

Dated as of October 27 1992 at 5:00 p.m.

Subject to the usual printed exceptions and stipulations, and the following:

- 1. 1991-92 taxes in the amount of \$1,395.10 of which the sum of \$930.07 remains
unpaid, plus interest and penalties.
1992-93 taxes in the amount of \$1,434.16 unpaid. Account No. 40135-000.
(Parcel II)

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- 2. The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for ten years, or a lesser number of years in which the land was subject to the special land use assessment.
- 3. Rights of the public in and to that portion of the herein described premises lying within the boundaries of roads and roadways. (Parcels I and II)
- 4. Rights of the public and governmental bodies in and to any portion of the herein described property lying below the mean high water mark of the Willamette River and in and to said water. (Parcels I and II)
- 5. Easement, including the terms and provisions thereof, conveyed to Portland General Electric Company, a corporation, by instrument recorded December 14, 1956, in Book 495, Page 564, Deed Records for Marion County, Oregon. (Parcel I)
- 6. Easement agreement, including the terms and provisions thereof, between Cecil L. Smith, et ux, and the City of Newberg, Oregon, a municipal corporation, and Marion County, Oregon, a body politic, by instrument recorded August 25, 1965, in Book 605, Page 694, Deed Records for Marion County, Oregon. (Parcel I)
- 7. Easement, including the terms and provisions thereof, conveyed to the City of Newberg, Oregon, by instrument recorded October 29, 1980, in Reel 230, Page 1860, Film Records for Marion County, Oregon. (Parcel I)
- 8. Easement, including the terms and provisions thereof, conveyed to Marion County, a political subdivision, by instrument recorded February 23, 1981, in Reel 242, Page 188, Film Records for Marion County, Oregon. (Parcel I)
- 9. Easement, including the terms and provisions thereof, conveyed to the City of Newberg and A. D. Dority, Jr., by instrument recorded February 25, 1981, in Reel 242, Page 497, Film Records for Marion County, Oregon. (Parcel I)
- 10. Easement, including the terms and provisions thereof, conveyed to Portland General Electric Company, an Oregon Corporation, by instrument recorded April 8, 1981, in Reel 246, Page 691, Film Records for Marion County, Oregon. (Parcel I)
- 11. Reservation of utilities in vacated street area, and the right to maintain the same, as set forth in the City of Salem Ordinance No. 1829-R, a copy of which was recorded September 3, 1981, in Reel 260, Page 447, Film Records for Marion County, Oregon. County Road No. 13. (Parcels I and II)
- 12. Conditions and restrictions, including the terms and provisions thereof, but deleting restrictions, if any, based on race, color or creed, imposed by instrument recorded September 3, 1981, in Reel 260, Page 447, Film Records for Marion County, Oregon. (Parcels I and II)

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- 13. Easement for ingress and egress and underground installations, as set forth in order filed August 25, 1970, in Suit No. 69600, Circuit Court Records for Marion County, Oregon. (Parcel II)
- 14. Easement, including the terms and provisions thereof, conveyed to Marion County, a political subdivision, by instrument recorded February 23, 1981, in Reel 242, Page 183, Film Records for Marion County, Oregon. (Parcel II)
- 15. Easement, including the terms and provisions thereof, conveyed to the City of Newberg and Cecil C. Smith, et al, by instrument recorded February 25, 1981, in Reel 242, Page 501, Film Records for Marion County, Oregon. (Parcel II)
- 16. Easement, including the terms and provisions thereof, conveyed to Portland General Electric Company, by instrument recorded April 8, 1981, in Reel 246, Page 668, Film Records for Marion County, Oregon. (Parcel II)
- 17. Mortgage, including the terms and provisions thereof, executed by A. D. Dority Jr., same person as A. D. Dority, and Theo M. Dority, husband and wife, to The Federal Land Bank of Spokane, a corporation, dated May 9, 1974, recorded May 14, 1974, in Volume 745, Page 576, Mortgage Records for Marion County, Oregon, and modified by instrument recorded July 3, 1989, in Reel 699, Page 439, Film Records for Marion County, Oregon, given to secure the payment of \$145,000.00. (Part of Parcel II and includes additional property)
- 18. Memorandum of Lease, including the terms and provisions thereof, by and between A. D. Dority, Jr. and Theo M. Dority, lessors and McKay Acres, Inc., lessee, dated October 1, 1990, recorded December 10, 1990, in Reel 819, Page 310, Film Records for Marion County, Oregon. (Part of Parcel III and includes additional property)  
The lessors interest in said lease was assigned to Farm Credit Bank of Spokane, by instrument recorded December 10, 1990, in Reel 819, Page 313, Film Records for Marion County, Oregon.  
By agreement recorded December 10, 1990, in Reel 819, Page 312, Film Records for Marion County, Oregon, the lien of the above lease was subordinated to the lien of the mortgage shown as Exception No. 17 herein.
- 19. The requirement that this office be furnished an executed copy of the trust agreements as mentioned in the vestings herein for examination.
- 20. Financing Statement for crops, if any. (Please complete the enclosed "Financing Statement Affidavit" and return; if no financing statements are shown, this exception will be eliminated).
- \* 21. Pending suit for Condemnation Proceedings entitled the City of Newberg, a municipal corporation, Plaintiff and Cecil C. Smith, individually and as trustee, et al, Defendants, filed September 21, 1989, in Suit No. 89C11781, Circuit Court Records for Marion County, Oregon. (Possible attorneys fees which may arise due to the above pending suit)  
Notice of Pendency of Action, recorded September 21, 1989, in Reel 718, Page 315, Film Records for Marion County, Oregon. (Affects a portion of Parcel I)

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~~2. Pending suit for Condemnation Proceedings entitled to the City of Newberg, a municipal corporation, Plaintiff and A. D. Dorland, Jr. et al, Defendants, filed September 1, 1989, in Suit No. 89C-1057, Circuit Court Records for Marion County, Oregon. (Possible attorneys fees which may arise due to the above pending suit).~~

~~Notice of Pendency of Action, recorded September 28, 1989, in Reel 720, Page 2, Film Records for Marion County, Oregon.~~

~~23. Oregon State Tax Warranty, Warrant No. W-22-F97671, recorded October 21, 1991, in Reel 893, Page 479, Film Records for Marion County, Oregon, against Marshall L. Clarke and Norman G. Clarke, in the amount of \$3,600.46, unpaid.~~

Very truly yours,  
WILLAMETTE VALLEY TITLE CO.

Judy Whitlow  
Title Officer

JW:jkb

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PARCEL I

Beginning at an iron bar which is 19.31 chains East and 1.81 chains North from the quarter corner on the West line of Section 29, Township 3 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; and running thence South along the center line of the County Road, 36.00 chains to an angle in said road; thence South 44° 20' East continuing along said centerline 657.95 feet, from which point an iron pipe bears North 45° 51' East 30.00 feet; thence North 45° 51' East 2194.00 feet to an iron pipe set on the West bank of the Willamette River; thence in a Northwesterly direction up the said Willamette River following the meanders of the same, to a point in the center of the Newberg bridge, said point is described as being 10.62 chains North and 28.57 chains East from the quarter corner between Sections 29 and 30, in said Township and Range; thence South 41° 10' West 13.00 chains to the point of beginning.

SAVE AND EXCEPT that portion of the above described land lying with the land conveyed to Marion County for roadway purposes; and also save and except that portion conveyed to the City of Newberg by deed recorded in Volume 391, Page 592, Marion County Deed Records.

ALSO SAVE AND EXCEPT

A tract of land situated in Section 29, Township 3 South, Range 2 West, Willamette Meridian, Marion County, Oregon, the boundary of which is described as follows: Beginning at a point on the East right-of-way line of Oregon State Highway No. 140 that is the Northwest corner of that tract conveyed to the City of Newberg by deed recorded at Book 391, Page 592, Marion County Deed Records said being North 3597.025 and West 22.247 feet from a 1/2 inch pipe at the most Easterly Northeast corner of the J.F. Markley Donation Land Claim; thence along the arc of a 1248.207 foot radius curve to the right (chord bears North 15° 35' 11" East 31.143 feet) a distance of 31.144 feet; thence East 249.888 feet; thence North 127.723 feet; thence East 200.00 feet; thence South 200.00 feet; thence West 214.445 feet; thence South 183.791 feet; thence West 165.518 feet to a point on the East line of said City of Newberg Tract; thence North along said East line 226.067 feet to the Northeast corner of said City of Newberg Tract; thence West, along the North line of said tract, 78.284 feet to the point of beginning.

Together with that portion of the vacated County Road No. 13, that would inure to the benefit of the above described property by operation of law.

PARCEL II

Beginning at a point in the center of the County Road marked with an iron pump valve driven in the ground 10 inches below the surface North 26° 36' East

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18.10 chains from the Northwest corner of the George Aplin Donation Land Claim No. 64 in Township 3 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North  $41^{\circ} 15'$  West 12.01 chains to the Section line between Sections 29 and 30 in Township 3 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence North along said Section line 39.44 chains, more or less, to the Willamette River; thence down the Willamette River to the center line of the County Road leading to Newberg; thence South  $46^{\circ} 41'$  West along the center line of said County Road, 12.50 chains, more or less, to an angle in said Road; thence South  $0^{\circ} 31'$  West along the center line of said Road, 35.98 chains to a road angle; thence South  $11^{\circ} 14'$  East along the center of said Road 8.00 chains to a road angle; thence South  $43^{\circ} 35'$  East along the County Road; thence South  $80^{\circ} 53'$  West along the center line of said County Road 13.03 chains to the place of beginning.

ALSO

Beginning at a point in the center of County Road marked with an iron valve driven in the ground 10 inches below the surface North  $26^{\circ} 36'$  East 18.10 chains from the Northwest corner of the George Aplin Donation Land Claim No. 64 in Township 3 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North  $80^{\circ} 53'$  East along the center line of said County Road, 13.03 chains; thence South  $44^{\circ} 31'$  East 2.10 chains; thence South  $46^{\circ} 45'$  West 11.07 chains, more or less, to the West line of the Etienne Lucier Donation Land Claim No. 65 in Township 3 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence North  $41^{\circ} 15'$  West along the West line of the Etienne Lucier Donation Land Claim, 9.24 chains to the place of beginning.

SAVE AND EXCEPT: a tract of land in Section 29, Township 3 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, being more particularly described as follows:

Commencing at an iron pipe marking the East Northeast corner of the Markely Land Claim in Section 32, Township 3 South, Range 2 West of the Willamette Meridian; thence North  $41^{\circ} 46'$  West along the Southwesterly line of the Etienne Lucier Donation Land Claim No. 65 in said Section, Township and Range, 566.20 feet to an iron pipe; thence North  $06^{\circ} 09'$  West, 2765.93 feet to the true point of beginning of the tract herein described, said true point of beginning being marked with an iron rod; thence South  $00^{\circ} 14' 30''$  East, 200 feet to an iron rod; thence North  $00^{\circ} 14' 30''$  West, 200.00 feet; thence South  $89^{\circ} 45' 30''$  West 200 feet to the place of beginning.

Together with that portion of the vacated County Road No. 13 that would inure to the benefit of the above described property by operation of law.

Exhibit

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