

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is accepted, made and entered into on the later of the dates shown beneath the parties’ signatures on the signature page attached hereto (the “**Execution Date**”):

BETWEEN

SELLER: Jonathan Clark
10835 East Palm Ridge Drive
Scottsdale, AZ 85255

AND

BUYER: City of Salem, an Oregon municipal corporation
Real Estate Division
350 Commercial St NE
Salem, Oregon 97301

RECITALS

1. Seller desires to sell to Buyer and Buyer desires to purchase from Seller real estate in the City of Salem, Polk County, Oregon, commonly known as 2060 Wallace Road NW, Salem, Polk County, Oregon (TL 073W16A-03001), with the following legal description:

See Attached Exhibit 1

which includes (a) all of Seller’s right, title and interest, if any, in and to any and all improvements, fixtures, appurtenances, easements, and any lease to which the real estate is subject, and (b) any and all personal property located on and used in connection with the operation of the real estate and owned by Seller, (collectively the “**Property**”).

2. The Property is presently used as the secondary residence of Seller.

3. Buyer wishes to purchase the Property for construction of a street and roadway easement as part of the Buyer’s Marine Drive NW (Harritt Drive NW to 5th Avenue NW) project.

4. Buyer agrees to permit the existing well to remain operational through the end of 2026, allowing the seller adequate time to install a new well.

5. In order to clarify the process that will lead to the sale of the Property, the parties wish to enter into this Agreement for the purchase and sale of the Property.

AGREEMENT

Now, therefore, for valuable consideration, the parties agree as follows:

1. Sale and Purchase. Buyer agrees to purchase the Property from Seller and Seller agrees to convey the Property to Buyer for the purchase price of One Hundred Sixty-Five Thousand Dollars

and No Cents (\$165,000.00) (the "**Purchase Price**"). Buyer is not and will not be an owner of the Property until all prerequisite conditions are met or waived by Buyer as set forth in this Agreement and the Easement (as defined at Section 7) is recorded.

2. Escrow. The purchase and sale of the Property shall be accomplished through an escrow (the "**Escrow**"). Within ten (10) days of completed execution of this Agreement, Buyer shall open an escrow through an account with Ticor Title, 111 SW Columbia Street, Suite 1000, Portland, OR 97201 (the "**Escrow Holder**"). Prior to closing the purchase and sale of the property (the "**Closing**"), the parties shall provide to Escrow Holder such instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction.

3. Earnest Money. NA

4. Inspection Period. NA

5. Closing. The Closing shall take place on August 1, 2025 (the "**Closing Date**"). Each party may extend the Closing Date one (1) time by up to fourteen (14) days if the extension is required by illness, transportation delays, the unavailability of the Escrow Agent, or other causes beyond the party's reasonable control. Closing shall occur and be fully complete when Buyer pays Seller according to the terms in this Agreement and the Deed has been recorded.

6. Conditions of Closing.

A. Conditions Precedent to Buyer's Obligations. Buyer's obligation to purchase the Property is contingent on satisfaction of each of the following conditions, and the obligations of the parties with respect to such conditions are as follows:

(1) Title. At closing, Seller shall convey title to the Property by Street and Roadway Easement (the "**Easement**"), free and clear of all liens and encumbrances, except non-delinquent real property taxes and other matters accepted or deemed accepted by Buyer under this Agreement. The form of the Easement is attached to this Agreement as **Exhibit 2**.

Within ten (10) days after full execution of this Agreement, Buyer, at Buyer's cost and expense, shall cause the Escrow Holder to issue to Buyer its preliminary title report on the Property (the "**Preliminary Commitment**"), along with complete and legible copies of all documents that give rise to any exceptions listed in the report (the "**Underlying Documents**").

(2) Inspection. NA

(3) Repairs. The Property is sold as-is. Seller will not complete any repairs to the buildings.

(4) Survey. Before closing, Buyer may engage experts of Buyer's choosing to conduct an ALTA survey. Seller grants permission to Buyer and its agents to enter the Property upon at least one (1) business day's prior oral or written notice to conduct the survey and other studies of the Property as necessary or convenient to Buyer.

(5) No Current Tenancies. NA

(6) No Current Service Contracts or Security Interests. If Seller has a loan that is secured by the Property, the security interest must be removed or arrangements to the reasonable satisfaction of Buyer must have been made for the removal of the interest at or before Closing. Likewise, before the Closing Date, Seller shall terminate all service contracts Seller may have that affect the Property.

(7) No Material Changes. At the Closing Date, there shall have been no material adverse changes related to or connected with the Property since the date of this Agreement, except as required or permitted by this Agreement.

(8) Title Insurance. As of the close of escrow, the Escrow Holder shall have issued or shall have committed to issue a title policy in a form acceptable to Buyer and in the amount of the Purchase Price.

(9) City Manager Approval. The purchase of easement is subject to the city manager's approval of the purchase and appropriation of funds. The city manager's decision to authorize the Property purchase entails the exercise of discretion, and it is not necessarily assured.

The conditions set forth in this Section are solely for the benefit of Buyer and may be waived only by Buyer. Buyer shall at all times have the right to waive any condition. Such waiver or waivers shall be in writing to Seller. The waiver by Buyer of any condition shall not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant, or agreement of Seller. Neither Seller nor Buyer shall act or fail to act for the purpose of permitting or causing any condition to fail (except to the extent Buyer, in its own discretion, exercises its right to disapprove any such items or matters).

B. Conditions Precedent to Seller's Obligations. The close of escrow and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to Buyer's delivery of the Closing Costs to the Escrow Holder on or before the Closing Date, for disbursement as provided in this Agreement.

C. Failure of Conditions to Closing. In the event any of the conditions set forth in this Section 6 are not timely satisfied or waived, this Agreement, the escrow, and the rights and obligations of Buyer and Seller shall terminate, and the Escrow Holder is instructed to promptly return to Buyer all funds deposited in escrow for Closing Costs and to return any documents deposited in escrow by Buyer and Seller to the party that deposited the document.

7. Deliveries to Escrow Holder.

A. By Seller. On or before the Closing Date, Seller shall deliver the following in escrow to the Escrow Holder:

(1) Easement. A Street and Roadway Easement in the form of **Exhibit 2**, duly executed and acknowledged in recordable form by Seller, conveying the Property to Buyer subject only to non-delinquent property taxes, and such other nonfinancial matters as may be approved in writing by Buyer.

(2) Nonforeign Certification. Seller represents and warrants that it is not a foreign person as defined in IRC § 1445. Seller will give an affidavit to Buyer to this effect in the form required by that statute and related regulations (the FIRPTA Certificate).

(3) Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and consummate the transactions contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller, as may be reasonably required by the Escrow Holder and/or Buyer.

(4) Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications that may be reasonably requested by the Escrow Holder in order to issue the title policy.

B. By Buyer. On or before the Closing Date, Buyer shall deliver in escrow to the Escrow Holder the additional amount, if any, necessary to pay actual Closing Costs.

8. Deliveries to Buyer at Closing. Seller shall deliver immediate and exclusive possession of the Property to Buyer at close of escrow. Seller shall remove all personal property from the Property before close of escrow.

9. Prorations. Seller shall pay the premium for owner's standard title insurance policy. Buyer shall pay the charges for any additional title insurance coverage, such as an extended coverage title insurance policy, relating to the Property or an endorsement requested by Buyer. Buyer shall pay all the escrow fees charged by the Escrow Holder, including any excise tax and any transfer tax. Real property taxes for the tax year of the Closing, assessments, improvement bonds, and other expenses, if any, affecting the Property shall be prorated as of the Closing Date. Seller shall be responsible for payment of all real property taxes owing for any tax year prior to the tax year of the Closing. Utility expenses, and obligations under any repair or maintenance contract not terminated by the Closing Date shall be prorated as of the Closing Date. Seller shall be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program.

For the purpose of calculating prorations, Buyer shall be deemed to be in title to the Property as of the Closing Date. All prorations shall be made in accordance with customary practice in Polk County, Oregon, except as expressly provided in this Agreement. Such prorations, if and to the extent known and agreed on as of the Closing Date, shall be paid by Buyer to Seller (if the prorations result in a net credit to Seller) or by Seller to Buyer (if the prorations result in a net credit to Buyer) by increasing or reducing the cash to be paid by Buyer at closing. Any such prorations not determined or not agreed on as of the Closing Date shall be paid by Buyer to Seller, or by Seller to Buyer, as the case may be, in cash as soon as practicable following the Closing Date. A copy of the schedule of prorations as agreed upon by Buyer and Seller shall be delivered to the Escrow Holder at least three business days before the Closing Date.

10. Seller's Representations. Seller's representations and warranties contained in this Agreement are true and accurate and not misleading. Seller's representations and warranties contained in this Section shall be continuing and shall be true and correct as of the Closing Date with the same force and effect as if remade by Seller in a separate certificate at that time. Seller's representations and warranties contained in this Section shall survive the close of escrow and shall not merge into the deed and the recordation of the deed in the official records but shall be effective after recordation. Seller represents to Buyer as follows:

A. Seller's Authority.

(1) Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.

(2) All requisite action (corporate, trust, partnership, or otherwise) has been taken by Seller in connection with entering into this Agreement, the instruments referred to here, and the consummation of the transactions contemplated here. No further consent of any partner, shareholder, member, manager, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

(3) The persons executing this Agreement and the instruments referred to here on behalf of Seller and the partners, members, managers, officers, or trustees of Seller, if any, have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

(4) This Agreement and all documents required to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

(5) Neither the execution and delivery of this Agreement and documents referred to here, nor the incurring of the obligations set forth here, nor the consummation of the transactions here contemplated, nor compliance with the terms of this Agreement and the documents referred to here conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party or affecting the Property.

B. Real Estate and Legal Matters.

(1) Except as disclosed to Buyer in writing, there is no litigation, claim, or arbitration, pending or to Seller's knowledge threatened, with regard to the Property or its operation.

(2) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of Seller's knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.

(3) To the best of Seller's knowledge, all documents provided by Seller to Buyer under this Agreement are complete and accurate and there are no requested documents relating to the Property outside of Seller's possession or control.

(4) Seller is the legal and beneficial fee simple titleholder of the Property and has good, marketable, and insurable title to the Property, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments, or other matters, except as disclosed by the preliminary title report. Any easements or rights-of-way benefiting the Property are transferred and will be transferred to Buyer at Closing. There shall be no change in the ownership, operation, or control of Seller from the date of this Agreement until the Closing Date.

(5) Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property.

(6) Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property.

(7) Seller has not transferred hazardous waste from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements.

(8) There are no investigations, proceedings, governmental administrative actions, or judicial proceedings pending or, to the best of Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

(9) To the best of Seller's knowledge, the Property and all existing uses and conditions are in compliance with any and all applicable local, state, and federal governmental laws, regulations, and requirements in effect as of the date of this Agreement (collectively, the "**Environmental Laws**") relating to environmental and occupational health and safety matters, and hazardous materials, substances, or wastes, all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to any use or condition of the

Property. Furthermore, there are no reports, data, surveys, maps, assessments, or other documents in the possession of Seller concerning the environmental condition of the Property or the presence of Hazardous Materials on or under the Property, except for those delivered to Buyer.

(10) To Seller's knowledge, there are no extraordinary governmental assessments or impositions levied against, applicable to, or proposed for the Property as distinct from ordinary ad valorem property taxes, which will be disclosed in the Title Report.

C. Service Contracts. All service or maintenance contracts will be terminated as of Closing, and there will be no sums due for such contracts as of Closing.

D. Operation of the Property through Close of Escrow. Until this transaction is closed or escrow is terminated, whichever comes earlier, Seller shall maintain the Property in a manner consistent with Seller's past practices; keep all existing insurance policies affecting the Property in full force and effect; make all regular payments of interest and principal on any existing financing affecting the Property; comply with all government regulations relating to the Property; keep Buyer timely advised of any repair or improvement immediately required to keep the Property in substantially similar condition at closing as it is as of the date of this Agreement; and not make any alterations to the Property, including any fixtures, unless Buyer is notified in writing and consents to such action.

11. Buyer's Representations. Buyer's representations and warranties contained in this Agreement are true and accurate and are not misleading. Buyer's representations and warranties contained in this Section shall be continuing and shall be true and correct as of the Closing Date with the same force and effect as if remade by Buyer in a separate certificate at that time. Buyer's representations and warranties contained in this Section shall survive the close of escrow and shall not merge into the deed and the recordation of the deed in the official records but shall thereafter be effective. Buyer represents to Seller as follows:

A. Buyer's Authority.

(1) Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.

(2) All requisite action (corporate, trust, partnership, member, manager, or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referred to here and the consummation of the transactions contemplated here. No further consent of any entity or party is required.

(3) The persons executing this Agreement and the instruments referred to here on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

(4) This Agreement and all documents required by it to be executed by Buyer are and shall be valid, legally binding obligations of, and enforceable against Buyer in accordance with their terms.

(5) Neither the execution and delivery of this Agreement and documents referred to here, nor the incurring of the obligations set forth here, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to here conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of

trust, loan, partnership agreement, lease, or other agreements or instruments to which Buyer is a party.

B. Real Estate and Legal Matters.

(1) Buyer has accepted and executed this Agreement on the basis of its own examination and personal knowledge of the Property.

(2) Seller and Seller's trustee have made no warranties or other agreements concerning matters relating to the Property.

12. Remedies.

A. Default by Seller. In the event the close of escrow and the consummation of the transaction here contemplated do not occur by reason of any default by Seller, Buyer shall be entitled to the return of the Earnest Money and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

B. Default by Buyer. In the event the close of escrow and the consummation of the transaction here contemplated do not occur by reason of any default by Buyer, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of the property is and shall be, and Seller's sole and exclusive remedy (whether at law or in equity), an amount equal to the Earnest Money. This amount shall be the full, agreed, and liquidated damages for the breach of this Agreement by Buyer, all other claims to damage or other remedies are expressly waived by Seller. The payment of this amount as liquidated damages is not intended as a forfeiture or penalty but is intended to constitute liquidated damages to Seller. Upon default by Buyer, this Agreement shall be terminated and neither party shall have any further rights or obligations under it, each to the other, except for the right of Seller to collect such liquidated damages from Buyer and the Escrow Holder.

13. Real Estate Brokers. Each party warrants to the other party that no broker or agent was consulted or engaged in connection with this transaction, and each party will indemnify, defend, and hold harmless the other from and against all claims, losses, and liabilities made or imposed for any commission or finder's fee to any broker or agent (other than Broker) and arising out of the actions of such party.

14. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the parties to it.

15. Legal Counsel. Buyer is represented by Brian Luse, Assistant City Attorney. Seller has been advised to obtain its own legal counsel.

16. Notices. All notices or other communications required or permitted under this Agreement shall be given in writing, by personal delivery (including by means of professional messenger service), facsimile or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received two business days after deposit in the United States mail.

17. Further Assurances. At any time, and from time to time, upon request of one of the parties, the other party will make, execute and deliver, or will cause to be made, executed or delivered, to the requesting party or the party's designee.

18. Governing Law. This Agreement is entered into and is to be performed in Oregon and shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules or doctrines.

19. Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence for each and every provision of this Agreement.

20. Waiver. The failure of either party to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of the right to performance in the future and shall not operate as a waiver of a party's right to enforce any other provision of this Contract.

21. Subsequent Modifications. This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

22. Entire Agreement. This Agreement (including, to the extent provided, any attached exhibits) constitutes the entire and integrated agreement between the parties and supersedes all prior contracts, negotiations, representations or agreements, either written or oral. There are no understandings, agreements, representations, oral or written, not specified in this Agreement regarding this Agreement.

23. No Recording. Neither this Agreement nor any memorandum or short form of this Agreement may be recorded.

24. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

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 THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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 PARTIES have executed this Agreement as of the date and year written above.

BUYER:

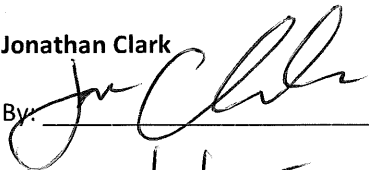
City of Salem

By: _____
Krishna Namburi, Interim City Manager

Dated: _____

SELLER:

Jonathan Clark

By:  _____

Dated: 9/2/25

Exhibit A

"Street and Roadway Easement"

A permanent street and roadway easement over a portion of that land lying southwesterly of the right-of-way of NW Marine Drive and being described in that Warranty Deed-Statutory Form to Jonathan Clark, recorded November 3, 2020 as Document No. 2020-016390, Polk County Deed Records, located in the southeast one-quarter of Section 16, Township 7 South, Range 3 West, Willamette Meridian, City of Salem, Polk County, State of Oregon.

Said strip of land contains 17,299 square feet, more or less.

Basis of Bearing

Bearings are based on the Oregon Coordinate Reference System – Salem Zone with reference to NAD83(2011) Epoch 2010.00.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed 2024.09.03
14:35:43-07'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2026

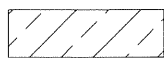
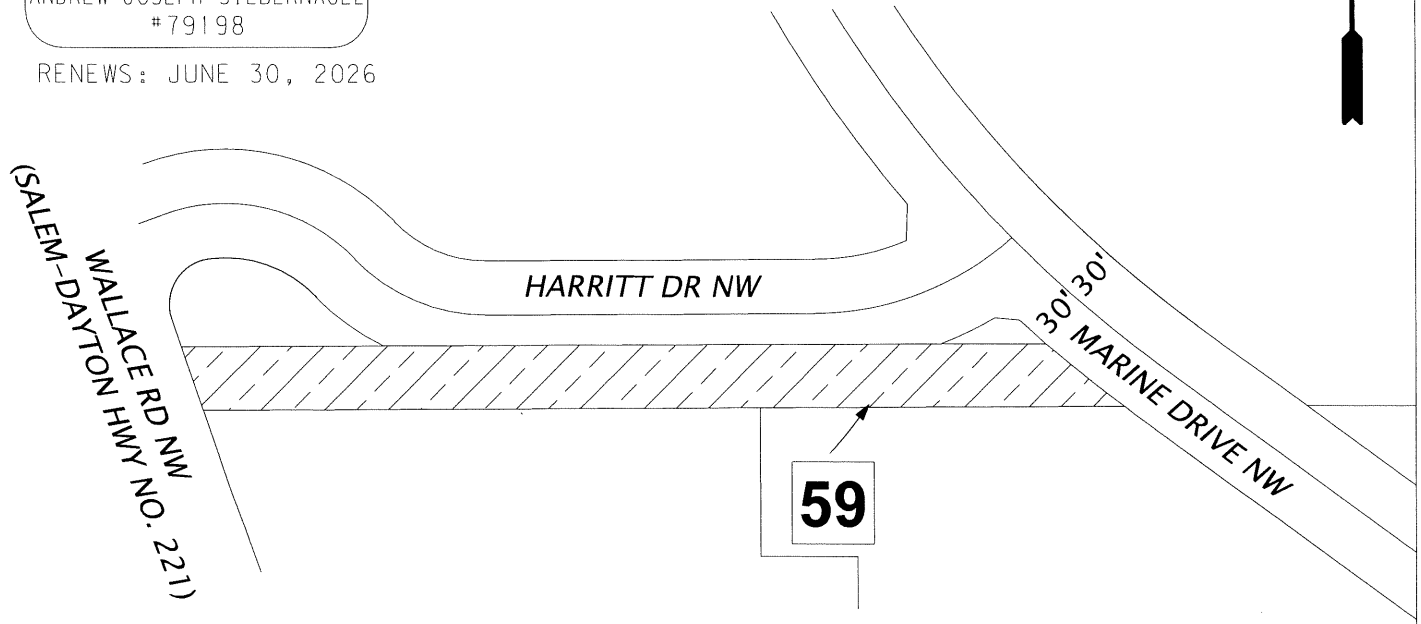
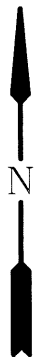
EXHIBIT
'B'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

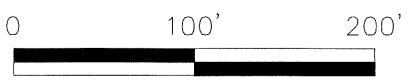
Digitally Signed 2024.09.03
14:48:38-07'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2026



STREET AND ROADWAY EASEMENT
(17,299 SQ. FT.)



PROJECT NAME

MARINE DRIVE NW

SITE

PROPERTY ID # 59

2060 WALLACE RD NW
SALEM, OR 97304
TAX MAP: 073W16A
TAX LOT: 3001

SECTION 16 TOWNSHIP 7 SOUTH
RANGE 3 WEST WILL. MERIDIAN
POLK COUNTY, OREGON
DOCUMENT NO. 2020-16390

CITY OF SALEM
DEPARTMENT OF
PUBLIC WORKS

**ACQUISITION
MAP**

OWNER
NAME/
ADDRESS

JONATHAN CLARK
2100 NE 157TH CIR
VANCOUVER, WA 98686

P.N. 722514

BY: AJS DATE: 8/9/2024

After recording, return to:
City Recorder, City of Salem
555 Liberty Street SE, Room 225
Salem OR 97301-3513

Street and Roadway Easement

KNOW ALL MEN BY THESE PRESENTS, that Jonathan Clark (Grantor), 10835 East Palm Ridge Drive, Scottsdale, AZ 85255, for the consideration of **One Hundred Sixty-Five Thousand and No/100 Dollars (\$165,000.00)** to it paid, the receipt of which is hereby acknowledged, do forever grant unto the CITY OF SALEM, an Oregon municipal corporation (Grantee), 555 Liberty Street SE, Salem, Oregon 97301-3513, a permanent easement for street and roadway purposes, including the option of later conversion of said permanent easement for ONE Dollar (\$1) to fee title ownership by the Grantee, over and along the following described premises for the purposes of constructing, maintaining, and repairing the improvement of Harritt Drive NW and Marine Drive NW.

The real property covered by this easement is described as follows, to-wit:

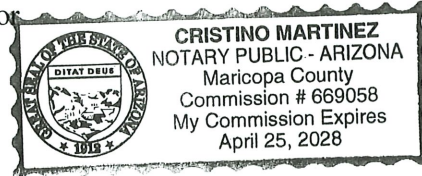
See Exhibit A attached and as shown on Exhibit B attached.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs, and assigns from claims for injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction, operation, or maintenance of said project. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

Jonathan Clark

By: *Jonathan Clark*

Grantor



STATE OF ~~OREGON~~ Arizona) ^{Call}

County of Maricopa) ss.

This instrument was acknowledged before me on August 27th, 2025,
by Jonathan Clark.

Cristino Martinez
Notary Public—State of ~~Oregon~~ Arizona
My commission expires: April 25, 2028

ACCEPTED ON BEHALF OF THE CITY
OF SALEM BY:

Krishna Namburi, Interim City Manager

APPROVED AS TO FORM:

City Attorney

Print Name

Checked By: A. EDELMAN

Project Number: 722514-59

January 8, 2025

Exhibit A

"Street and Roadway Easement"

A permanent street and roadway easement over a portion of that land lying southwesterly of the right-of-way of NW Marine Drive and being described in that Warranty Deed-Statutory Form to Jonathan Clark, recorded November 3, 2020 as Document No. 2020-016390, Polk County Deed Records, located in the southeast one-quarter of Section 16, Township 7 South, Range 3 West, Willamette Meridian, City of Salem, Polk County, State of Oregon.

Said strip of land contains 17,299 square feet, more or less.

Basis of Bearing

Bearings are based on the Oregon Coordinate Reference System – Salem Zone with reference to NAD83(2011) Epoch 2010.00.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed 2024.09.03
14:35:43-07'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEW: JUNE 30, 2026

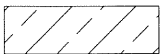
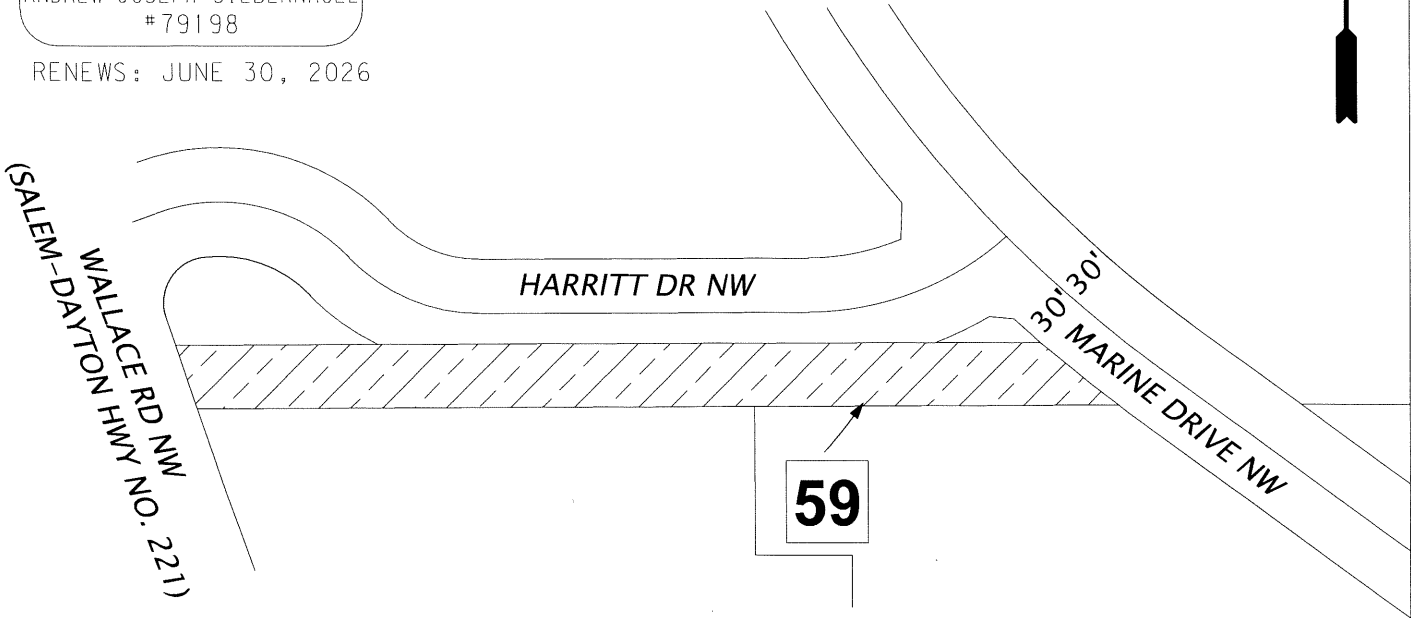
EXHIBIT
'B'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed 2024.09.03
14:48:38-07'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2026



STREET AND ROADWAY EASEMENT
(17,299 SQ. FT.)



PROJECT NAME

MARINE DRIVE NW

SITE

PROPERTY ID # 59

2060 WALLACE RD NW

SALEM, OR 97304

TAX MAP: 073W16A

TAX LOT: 3001

SECTION 16 TOWNSHIP 7 SOUTH

RANGE 3 WEST WILL. MERIDIAN

POLK COUNTY, OREGON

DOCUMENT NO. 2020-16390

CITY OF SALEM
DEPARTMENT OF
PUBLIC WORKS

ACQUISITION
MAP

P.N. 722514

BY: AJS DATE: 8/9/2024

OWNER
NAME/
ADDRESS

JONATHAN CLARK
2100 NE 157TH CIR
VANCOUVER, WA 98686