

including dower and claim of dower.
TO HAVE AND TO HOLD the above described and granted premises unto the said The City of Portland, its successors and assigns forever. And we, the grantors abovenamed do covenant to and with the abovenamed grantees its successors and assigns that we are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and that we will and our heirs, executors and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF the grantors above named have hereunto set their hands and seals this 11th day of October 1923

Executed in the presence of

R A Inlay

J H Cone

Seal

H M Tomlinson

Trissa A Cone

Seal

STATE OF OREGON)
County of Multnomah) ss.

BE IT REMEMBERED that on this 11th day of October A D 1923 before me the undersigned a Notary Public in and for said County and State personally appeared the within named J H Cone and Trissa A Cone, his wife who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily

IN TESTIMONY WHEREOF I have hereunto set my hand and Notarial seal the day and year last above written

(Notarial Seal)

R A Inlay

My commission expires Sept 10, 1927

Notary Public for Oregon

Approved as to Form,
Frank S Grant, City Attorney

Rec. for record Nov 30, 1923 at 3:50 P M

---Co---

E C #363624 240 2

NARDIN ET UX TO THE CITY OF PORTLAND

KNOW ALL MEN BY THESE PRESENTS That Ed T Nardin and Ida Nardin, his wife of Boronia (R-1) State of Oregon, in consideration of Seventy-five (\$75.00) Dollars, to them paid by The City of Portland, a municipal corporation, of Multnomah County, State of Oregon have bargained and sold and by these presents do grant, bargain, sell and convey unto said The City of Portland, its successors and assigns, all the following bounded and described real property, situated in the County of Multnomah and State of Oregon:

A parcel of land ten feet in width and 628.85 feet, more or less, in length and extending through and across Lot Six (6) Block One (1) in Edgewater in Section 23, Township 1 South, Range 4 East W M., in Multnomah County, Oregon, said parcel of land extending along and abutting upon the Bull Run Pipe Line road (Road No. 675) on the north side thereof.

Approved as to description: F M Randlett, Engineer (OK SJB)

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all their estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said The City of Portland, its successors and assigns forever And Ed T Nardin and Ida Nardin, grantors above

named do covenant to and with The City of Portland, the above named grantee its successors
and assigns that they are lawfully seized in fee simple of the above granted premises, that
the above granted premises are free from all incumbrances, and that they will and their heirs
executors and administrators shall warrant and forever defend the above granted premises, and
every part and parcel thereof, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF the grantors above named have hereunto set their hands
and seals this 30th day of October 1923

Executed in the presence of

S W Wiest

Ed T Nardin

Seal

R M Dodson

Ida Nardin

Seal

STATE OF OREGON)
) ss.
County of Multnomah)

BE IT REMEMBERED that on this 30th day of October A D 1923 before me the
undersigned a Notary Public in and for said County and State personally appeared the within
named Ed T Nardin and Ida Nardin, his wife, who are known to me to be the identical persons
described in and who executed the within instrument and acknowledged to me that they
executed the same freely and voluntarily

IN TESTIMONY WHEREOF I have hereunto set my hand and Notarial seal the day
and year last above written

(Notarial Seal)

R M Dodson

My commission expires Nov 2nd, 1925

Notary Public for Oregon

Rec. for record Nov 30, 1923 at 3:50 P M

----oOp----

E C #365625

KOCK ET ALX TO THE CITY OF PORTLAND

KNOW ALL MEN BY THESE PRESENTS That Walter E Kock and Iantha Kock, his wife,
of Multnomah County, State of Oregon in consideration of One Hundred (\$100.00) Dollars, to them
paid by The City of Portland, a municipal corporation, of Multnomah County, State of Oregon, have
bargained and sold, and by these presents do grant, bargain, sell and convey unto said The City
of Portland, its successors and assigns, all the following bounded and described real property
situated in the County of Multnomah and State of Oregon

A parcel of land 10 feet in width and 1002 feet in length in the northwest
one-quarter (1/4) of the southwest one-quarter (1/4)
of Section 23, Township 1 South, Range 4 East which strip or parcel of land
extends along County Road No. 675 from the west line to the south line of the northwest
one-quarter (1/4) of said southwest one-quarter (1/4) of said Section 23, and the southwesterly
line of said 10 foot strip or parcel of land being identical with the northeasterly line of
County Road No. 675 sometimes known as Lusted Road and sometimes called The Bull Run Pipe Line
Road

Approved as to description, F M Ranslett, Engineer (O K SJB)

together with all and singular the tenements, hereditaments and appurtenances thereto belonging
or in anywise appertaining and also all their estate, right, title and interest in and to the
same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said
The City of Portland, its successors and assigns forever And Walter E Kock and Iantha Kock
grantors above named do covenant to and with The City of Portland, the above named grantee, its
successors and assigns that they are lawfully seized in fee simple of the above granted premises

Preliminary Report

Fidelity National Title - Oregon
1433 SW Sixth Avenue, Portland, OR 97201

File No.: 45142210534

Property Address: No Situs, Gresham, OR 97080

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Fidelity National Title
Company of Oregon

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Fidelity National Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

A handwritten signature in black ink, appearing to read "Kaleen M. H. ...", positioned above a horizontal line.



Fidelity National Title
Company of Oregon

1433 SW Sixth Avenue, Portland, OR 97201
(503)646-4444 FAX (503)469-4198

PRELIMINARY REPORT

TITLE OFFICER: Aaron Merkel
aaron.merkel@titlegroup.fntg.com

ORDER NO.: 45142210534

TO: Portland Water Bureau
Ann Marie Tosoni
1120 SW 5th Avenue, Suite 405
Portland, OR 97204

OWNER/SELLER:

BUYER/BORROWER: TBD

PROPERTY ADDRESS: No Situs, Gresham, OR 97080

EFFECTIVE DATE: August 8, 2022, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2021 Owner's Standard	\$ TBD	\$ TBD
OTIRO Endorsement No. 110		\$ 0.00
Miscellaneous Fees		\$ 200.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

City of Portland, a municipal corporation of Multnomah County, State of Oregon

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF MULTNOMAH, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

Parcel I:

A strip or parcel of land 10 feet wide and approximately 733 feet long extending across that part of the Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:

Lying parallel to and abutting upon the East line of County Road No. 675 (sometimes known as Bull Run Pipe Line Road, and sometimes known as Lusted Road) and extending from the land owned by Leo Dallowitch on the North to the land owned by Walter E Koch on the East.

Parcel II:

A parcel of land 10 feet in width and 1002 feet in length in the Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section 23, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, which strip or parcel of land extends along County Road No. 675 from the West line to the South line of the Northwest one-quarter (1/4) of said Southwest one-quarter (1/4) of said Section 23, and the Southwesterly line of said 10 foot strip or parcel of land being identical with the Northeasterly line of County Road No. 675 sometimes known as Lusted Road and sometimes called The Bull Run Pipe Line Road.

Parcel III:

A strip of land 10 feet in width and 1381.72 feet more or less in length, parallel and abutting upon the East line of County Road No 675 (sometimes known as Bull Run Pipe Line Road and sometimes designated as Lusted Road) and extending across Lots numbered Four (4) and Five (5) Block One (1), EDGEWATER, in Section 23, Township 1 South, Range 4 East of the Willamette Meridian from the North line of said Lot 4 to the South line of said Lot 5.

Parcel IV:

A parcel of land ten feet in width and 628.85 feet, more or less, in length and extending through and across Lot Six (6) Block 1, EDGEWATER, in Section 23, Township 1 South and Range 4 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, said parcel of land extending along and abutting upon the Bull Run Pipeline Road (Road No. 675), on the North side thereof.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
7. The subject property is under public, charitable, fraternal, or religious organization ownership and is exempt from ad valorem taxation. Any change in ownership prior to delivery of the assessment roll may result in tax liability.

Tax Account No.: [R342647](#)
Map No.: 1S4E23C-00800
8. Rights of the public to any portion of the Land lying within the area commonly known as Lusted Road.
9. Reservation of mineral rights in Patent to the Oregon and California Railroad Co., recorded in Deed [Book 153, Page 1](#), and in Deed recorded July 26, 1892, in Deed [Book 179, Page 203](#), both of which are disclosed in Deed recorded June 15, 1962, in PS Deed [Book 2121, Page 95](#).

We do not have legible copies of the 19th-century documents referred to above. Copies can be ordered from Multnomah County for an additional fee.

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

Granted to: The Mt. Hood Company, an Oregon corporation
Purpose: 100 foot right of way for water flume
Recording Date: March 30, 1918
Recording No: [Book 748, Page 223](#)
Affects: Area abutting Tax Lots 1000, 1100 and 1300

Amendment(s)/Modification(s) by instrument.

Recording Date: January 21, 1924
Recording No: [Book 949, Page 179](#)

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

Granted to: The City of Portland
Purpose: Conduit
Recording Date: November 30, 1924
Recording No: [Book 932, Page 420](#)
Affects: 10 feet along Lusted Road

12. Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way vacated by resolution or ordinance

Recording Date: November 19, 1941
Recording No: [Book 649, Page 273](#)
Affects: Area adjacent to Tax Lot 1100

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

Granted to: Lee M. Kittleson and Berda Kittleson
Purpose: Water Flume Right-of-way
Recording Date: March 26, 1965
Recording No: [Book 259, Page 213](#)
Affects: Area adjacent to Parcel 900

14. Agreement for Easement, including the terms and provisions thereof.

By and between: George J. Rohweder and Catherine Rohweder
And: George Bund, Jr. and Virginia L. Bund
Recording Date: December 9, 1970
Recording No.: [Book 763, Page 938](#)
Affects area abutting Tax Lots 1100 and 1300

15. Terms and provisions of an Easement,

Recording Date: March 24, 1975
Recording No.: [Book 1032, Page 1477](#)
Affects the area abutting Tax Lots 1100, 1200 and 1300

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

Purpose: Construction and maintaining access driveways and public utility services
Recording Date: March 2, 1989
Recording No: 89-016582, [Book 2182, Page 2477](#)
Affects: Reference is hereby made to said document for full particulars

and Re-Recording Date: April 6, 1989
and Re-Recording No: 89-026686, [Book 2191, Page 2201](#)

17. Access and Public Utility Easement, including the terms and provisions thereof,

Recording Date: January 30, 1992
Recording No.: 92-009850; [Book 2502, Page 133](#)
Affects the portion abutting Tax Lot 700

18. Effect of designation that any portion of the subject land is within scenic waterway boundaries under Oregon Revised Statutes Chapter 390, as disclosed, in part, by notice or other instrument

Recording Date: January 12, 2009
[Recording No. : 2009-004366](#)

19. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:

- a) The rights of tenants holding under unrecorded leases or tenancies
- b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
- c) Any facts which would be disclosed by an accurate survey of the Land

ADDITIONAL REQUIREMENTS/NOTES:

- A. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.
- B. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- C. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- D. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- E. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.
- F. Note: If an Owner's Title Insurance Policy is requested, the State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.
- G. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

H. Note: This [map/plat](#) is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

I. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS

Fiscal Year:	July 1 st through June 30 th
Taxes become a lien on real property, but are not yet payable:	July 1 st
Taxes become certified and payable (approximately on this date):	October 15 th
First one third payment of taxes is due:	November 15 th
Second one third payment of taxes is due:	February 15 th
Final payment of taxes is due:	May 15 th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply.
If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

J. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Multnomah	\$86.00	\$5.00
Washington	\$81.00	\$5.00
Clackamas	\$93.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document which is recorded electronically.

Note: Please send any documents for recording to the following address:
Portland Title Group
Attn: Recorder
1433 SW 6th Ave.
Portland, OR. 97201

EXHIBIT ONE
2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at the Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under his policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
 5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any reason not stated in the Covered Risk 13 b
 7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
 8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
 9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection;
 - b. any governmental forfeiture, police, regulatory, or national security power
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at the Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under his policy;
 - c. resulting in no loss or damage to the Insured Claimant;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer, or
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of his policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 - Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of his policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 - Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;

- not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

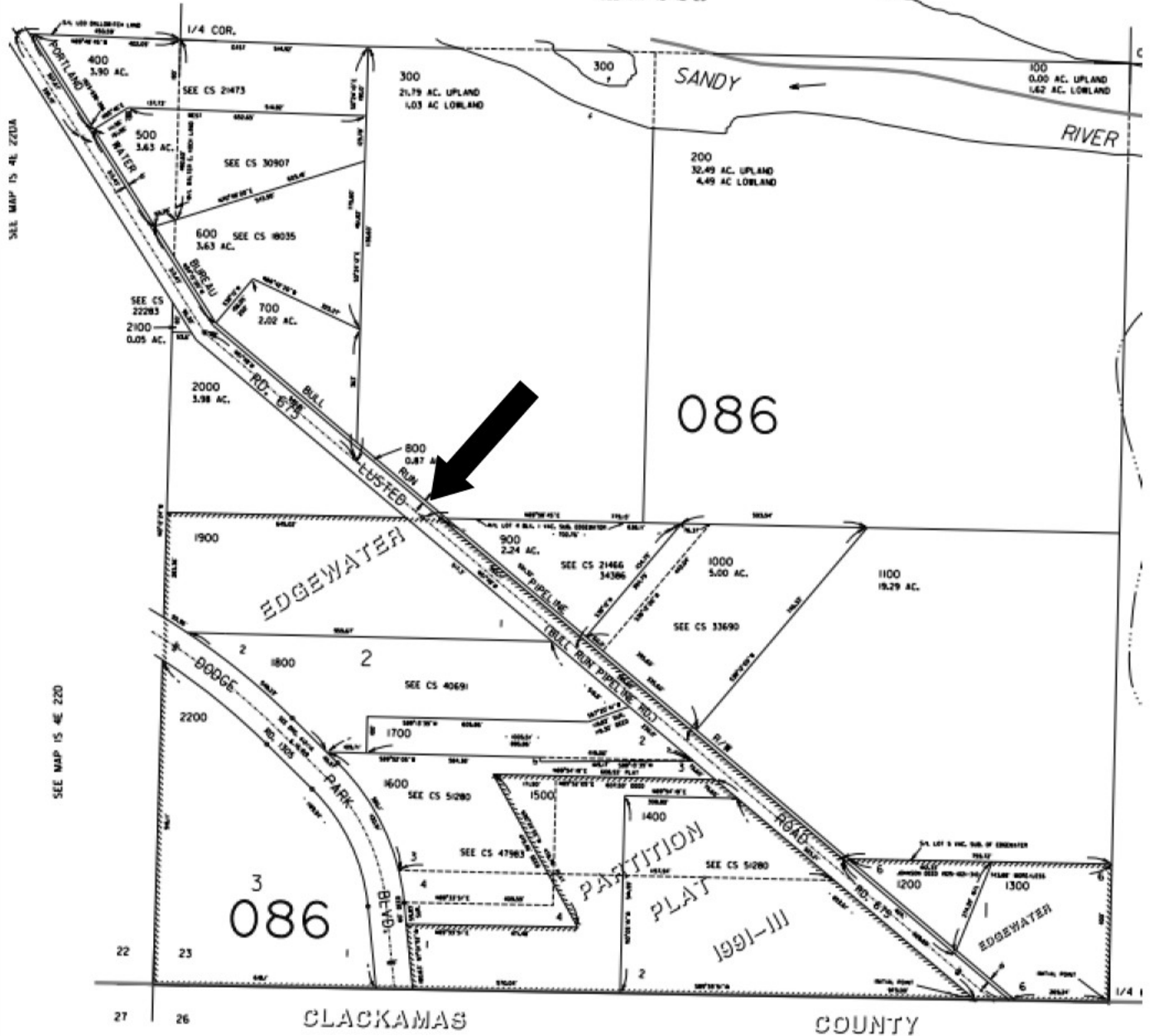
If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SW1/4 SEC. 23 T.1S. R.4E. W.M.
MULTNOMAH COUNTY
1" = 200'

SEE MAP 15 4E 23



THIS MAP IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID PREMISES, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS, AREAS, AND LOCATIONS AS CERTAINED BY ACTUAL SURVEY.





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

Portland Water Bureau
1120 SW 5th Avenue, Suite 405
Portland, OR 97204

Customer Ref.: W02563.DC / 563100
Order No.: 45142209879
Effective Date: July 20, 2022 at 08:00 AM
Fee(s): \$1,000.00

The information contained in this report is furnished by Fidelity National 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 Multnomah, State of Oregon, for the time period **from November 2, 1923 through July 20, 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:

City of Portland

Premises. The Property is:

(a) Street Address:

No Situs, Gresham, OR 97080

(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 to City of Portland for Tax Lot 800

b. List of recordings: Deed:
Grantor: Margaret Mc Donald and PT McDonald
Grantee: City of Portland
Recording Date: December 12, 1923
Recording No: [Book 938, Page 396](#)
Affects: Portion abutting Tax Lot 400, 500 and a portion of 600 in Section 22

Deed:
Grantor: Walter E. Kock and Iantha Kock
Grantee: City of Portland
Recording Date: November 30, 1923
Recording No: [Book 950, Page 127](#)
Affects: Portion abutting Tax lot 600, 700 and 300 in Section 23

Deed:
Grantor: Walter E. Kock and Iantha Kock
Grantee: City of Portland
Recording Date: November 30, 1923
Recording No: [Book 932, Page 420](#)
Affects: Portion abutting Tax lot 900, 1000, 1100 in Section 23

Deed:
Grantor: Ed T. Nardin and Ida Nardin
Grantee: City of Portland
Recording Date: November 2, 1923
Recording No: [Book 950, Page 126](#)
Affects: Portion abutting Tax Lot 1200 and 1300 in Section 23

End of Reported Information

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

Aaron Merkel
503-336-9173
FAX 503-469-4198
aaron.merkel@titlegroup.fntg.com

Fidelity National Title Company of Oregon
1433 SW Sixth Avenue
Portland, OR 97201

EXHIBIT "A"
Legal Description

Parcel I:

A strip or parcel of land 10 feet wide and approximately 733 feet long extending across that part of the Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:

Lying parallel to and abutting upon the East line of County Road No. 675 (sometimes known as Bull Run Pipe Line Road, and sometimes known as Lusted Road) and extending from the land owned by Leo Dallowitch on the North to the land owned by Walter E Koch on the East.

Parcel II:

A parcel of land 10 feet in width and 1002 feet in length in the Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section 23, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, which strip or parcel of land extends along County Road No. 675 from the West line to the South line of the Northwest one-quarter (1/4) of said Southwest one-quarter (1/4) of said Section 23, and the Southwesterly line of said 10 foot strip or parcel of land being identical with the Northeasterly line of County Road No. 675 sometimes known as Lusted Road and sometimes called The Bull Run Pipe Line Road.

Parcel III:

A strip of land 10 feet in width and 1381.72 feet more or less in length, parallel and abutting upon the East line of County Road No 675 (sometimes known as Bull Run Pipe Line Road and sometimes designated as Lusted Road) and extending across Lots numbered Four (4) and Five (5) Block One (1), EDGEWATER, in Section 23, Township 1 South, Range 4 East of the Willamette Meridian from the North line of said Lot 4 to the South line of said Lot 5.

Parcel IV:

A parcel of land ten feet in width and 628.85 feet, more or less, in length and extending through and across Lot Six (6) Block 1, EDGEWATER, in Section 23, Township 1 South and Range 4 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, said parcel of land extending along and abutting upon the Bull Run Pipeline Road (Road No. 675), on the North side thereof.

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

named do covenant to and with The City of Portland, the above named grantee its successors
and assigns that they are lawfully seized in fee simple of the above granted premises, that
the above granted premises are free from all incumbrances, and that they will and their heirs
executors and administrators shall warrant and forever defend the above granted premises, and
every part and parcel thereof, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF the grantors above named have hereunto set their hands
and seals this 30th day of October 1923

Executed in the presence of

S W Wiest

Ed T Nardin

Seal

R M Dodson

Ida Nardin

Seal

STATE OF OREGON)
) ss.
County of Multnomah)

BE IT REMEMBERED that on this 30th day of October A D 1923 before me the
undersigned a Notary Public in and for said County and State personally appeared the within
named Ed T Nardin and Ida Nardin, his wife, who are known to me to be the identical persons
described in and who executed the within instrument and acknowledged to me that they
executed the same freely and voluntarily

IN TESTIMONY WHEREOF I have hereunto set my hand and Notarial seal the day
and year last above written

(Notarial Seal)

R M Dodson

My commission expires Nov 2nd, 1925

Notary Public for Oregon

Rec. for record Nov 30, 1923 at 3:50 P M

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E C #365625

KOCK ET ALX TO THE CITY OF PORTLAND

KNOW ALL MEN BY THESE PRESENTS That Walter E Kock and Iantha Kock, his wife,
of Multnomah County, State of Oregon in consideration of One Hundred (\$100.00) Dollars, to them
paid by The City of Portland, a municipal corporation, of Multnomah County, State of Oregon, have
bargained and sold, and by these presents do grant, bargain, sell and convey unto said The City
of Portland, its successors and assigns, all the following bounded and described real property
situated in the County of Multnomah and State of Oregon

A parcel of land 10 feet in width and 1002 feet in length in the northwest
one-quarter (1/4) of the southwest one-quarter (1/4)
of Section 23, Township 1 South, Range 4 East which strip or parcel of land
extends along County Road No. 675 from the west line to the south line of the northwest
one-quarter (1/4) of said southwest one-quarter (1/4) of said Section 23, and the southwesterly
line of said 10 foot strip or parcel of land being identical with the northeasterly line of
County Road No. 675 sometimes known as Lusted Road and sometimes called The Bull Run Pipe Line
Road

Approved as to description, F M Ranslett, Engineer (O K SJB)

together with all and singular the tenements, hereditaments and appurtenances thereto belonging
or in anywise appertaining and also all their estate, right, title and interest in and to the
same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said
The City of Portland, its successors and assigns forever And Walter E Kock and Iantha Kock
grantors above named do covenant to and with The City of Portland, the above named grantee, its
successors and assigns that they are lawfully seized in fee simple of the above granted premises

128 that the above granted premises are free from all incumbrances, and that they will and their heirs, executors and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF the grantors above named have hereunto set their hands and seals this 30th day of October 1925

Executed in the presence of

R M Dodson

S W West

STATE OF OREGON

County of Multnomah

) ss.

Walter E Kock

Iantha Kock

Seal

Seal

BE IT REMEMBERED that on this 30th day of October A D 1925 before me the undersigned a notary public in and for said County and State personally appeared the within named Walter E Kock and Iantha Kock, his wife, who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily

IN TESTIMONY WHEREOF I have hereunto set my hand and Notarial seal the day and year last above written

(Notarial Seal)

R M Dodson

Notary Public for Oregon

My commission expires Nov 2nd, 1927

Rec. for record Nov 30, 1925 at 3:50 P M

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E C #363810

EDWARDS COMPANY TO EDWARDS

KNOW ALL MEN BY THESE PRESENTS That Edwards Company, a corporation duly organized and incorporated under the laws of the State of Oregon in consideration of Six Thousand (\$6,000.00) Dollars, to it paid by Thomas H Edwards does hereby grant, bargain, sell and convey to said Thomas H Edwards his heirs and assigns forever, the following described parcel of real estate situate lying and being in the County of Multnomah and State of Oregon to wit:

Lots Three (3) and Four (4) of Block Twenty-four (24) in and of Caruthers Addition to Caruthers Addition to the City of Portland

\$6.00 U S I R S Cancelled

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; and also all its estate, right, title and interest at law and equity therein and thereto.

TO HAVE AND TO HOLD the same to the said Thomas H Edwards his heirs and assigns forever and the said Edwards Company does covenant with the said Thomas H Edwards and his legal representatives forever, that said corporation is lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and that it will, and its successors shall WARRANT AND DEFEND the same to the said Thomas H Edwards his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF Edwards Company pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary and its corporate seal to be hereunto affixed this 3rd day of December A D 1925 Executed in the presence of

A C Sieberts
E D Ritter
(Corporate Seal)

Edwards Company
By L B Woltring, President
Edwards Company
By Thomas H Edwards, Secretary

including dower and claim of dower.
TO HAVE AND TO HOLD the above described and granted premises unto the said The City of Portland, its successors and assigns forever. And we, the grantors abovenamed do covenant to and with the abovenamed grantees its successors and assigns that we are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and that we will and our heirs, executors and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF the grantors above named have hereunto set their hands and seals this 11th day of October 1923

Executed in the presence of

R A Inlay

J H Cone

Seal

H M Tomlinson

Trissa A Cone

Seal

STATE OF OREGON)
County of Multnomah) ss.

BE IT REMEMBERED that on this 11th day of October A D 1923 before me the undersigned a Notary Public in and for said County and State personally appeared the within named J H Cone and Trissa A Cone, his wife who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily

IN TESTIMONY WHEREOF I have hereunto set my hand and Notarial seal the day and year last above written

(Notarial Seal)

R A Inlay

My commission expires Sept 10, 1927

Notary Public for Oregon

Approved as to Form,
Frank S Grant, City Attorney

Rec. for record Nov 30, 1923 at 3:50 P M

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E C #363624 8/40 2

NARDIN ET UX TO THE CITY OF PORTLAND

KNOW ALL MEN BY THESE PRESENTS That Ed T Nardin and Ida Nardin, his wife of Boronia (R-1) State of Oregon, in consideration of Seventy-five (\$75.00) Dollars, to them paid by The City of Portland, a municipal corporation, of Multnomah County, State of Oregon have bargained and sold and by these presents do grant, bargain, sell and convey unto said The City of Portland, its successors and assigns, all the following bounded and described real property, situated in the County of Multnomah and State of Oregon:

A parcel of land ten feet in width and 628.85 feet, more or less, in length and extending through and across Lot Six (6) Block One (1) in Edgewater in Section 23, Township 1 South, Range 4 East W M., in Multnomah County, Oregon, said parcel of land extending along and abutting upon the Bull Run Pipe Line road (Road No. 675) on the north side thereof.

Approved as to description: F M Randlett, Engineer (OK SJB)

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all their estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said The City of Portland, its successors and assigns forever And Ed T Nardin and Ida Nardin, grantors above

named do covenant to and with The City of Portland, the above named grantee its successors
and assigns that they are lawfully seized in fee simple of the above granted premises, that
the above granted premises are free from all incumbrances, and that they will and their heirs
executors and administrators shall warrant and forever defend the above granted premises, and
every part and parcel thereof, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF the grantors above named have hereunto set their hands
and seals this 30th day of October 1923

Executed in the presence of

S W Wiest

Ed T Nardin

Seal

R M Dodson

Ida Nardin

Seal

STATE OF OREGON)
) ss.
County of Multnomah)

BE IT REMEMBERED that on this 30th day of October A D 1923 before me the
undersigned a Notary Public in and for said County and State personally appeared the within
named Ed T Nardin and Ida Nardin, his wife, who are known to me to be the identical persons
described in and who executed the within instrument and acknowledged to me that they
executed the same freely and voluntarily

IN TESTIMONY WHEREOF I have hereunto set my hand and Notarial seal the day
and year last above written

(Notarial Seal)

R M Dodson

My commission expires Nov 2nd, 1925

Notary Public for Oregon

Rec. for record Nov 30, 1923 at 3:50 P M

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E C #365625

KOCK ET ALX TO THE CITY OF PORTLAND

KNOW ALL MEN BY THESE PRESENTS That Walter E Kock and Iantha Kock, his wife,
of Multnomah County, State of Oregon in consideration of One Hundred (\$100.00) Dollars, to them
paid by The City of Portland, a municipal corporation, of Multnomah County, State of Oregon, have
bargained and sold, and by these presents do grant, bargain, sell and convey unto said The City
of Portland, its successors and assigns, all the following bounded and described real property
situated in the County of Multnomah and State of Oregon

A parcel of land 10 feet in width and 1002 feet in length in the northwest
one-quarter (1/4) of the southwest one-quarter (1/4)
of Section 23, Township 1 South, Range 4 East which strip or parcel of land
extends along County Road No. 675 from the west line to the south line of the northwest
one-quarter (1/4) of said southwest one-quarter (1/4) of said Section 23, and the southwesterly
line of said 10 foot strip or parcel of land being identical with the northeasterly line of
County Road No. 675 sometimes known as Lusted Road and sometimes called The Bull Run Pipe Line
Road

Approved as to description, F M Ranslett, Engineer (O K SJB)

together with all and singular the tenements, hereditaments and appurtenances thereto belonging
or in anywise appertaining and also all their estate, right, title and interest in and to the
same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said
The City of Portland, its successors and assigns forever And Walter E Kock and Iantha Kock
grantors above named do covenant to and with The City of Portland, the above named grantee, its
successors and assigns that they are lawfully seized in fee simple of the above granted premises

\$2.50 U S I R S Cancelled

TO HAVE AND TO HOLD the above described and granted premises unto the said Alfred S Rache and Eva P Rache heirs and assigns forever his wife .

And we the grantors above named do covenant to and with the above named grantees their heirs and assigns that we are lawfully seized in fee simple of the above granted premises that the above granted premises are free from all incumbrances, except a mortgage of \$2100.00 and that we will and our heirs executors and administrators, shall warrant and forever defend the above granted premises and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

WITNESS Our hands and seals this 7th day of December 1923

Executed in the presence of

F M Phelps

William M Heacock (Seal)

L Peterson

Lulu Y Heacock (Seal)

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS.

BE IT REMEMBERED That on this 7th day of December A D 1923 before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named William M Heacock and Lulu Y Heacock, his wife who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

(Notarial Seal)

F M Phelps

My Commission Expires March 15, 1925

Notary Public for Oregon

Rec for record Dec 11, 1923 at 4:51 P M

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M C #365220

McDONALD ET VIR TO THE CITY OF PORTLAND

KNOW ALL MEN BY THESE PRESENTS That we Margaret McDonald and P T McDonald, her husband, of Multnomah County, State of Oregon in consideration of Five Hundred and 00/100 (\$500.00) Dollars, to us paid by The City of Portland, a municipal corporation of Multnomah County, State of Oregon, have bargained and sold and by these presents do grant bargain sell and convey unto said The City of Portland, its successors and assigns, all the following bounded and described real property, situated in the County of Multnomah and State of Oregon:

A strip or parcel of land 10 feet wide and approximately 733 feet long extending across that part of the northeast one-quarter (1/4) of the southeast one-quarter (1/4) of Section 22, Township 1 South, Range 4 East, W M that lies north of County Road No 675. The parcel of land hereby conveyed being more particularly described as lying parallel to and abutting upon the east line of County Road No. 675 (sometimes known as Bull Run Pipe Line Road, and sometimes designated as Lusted Road) and extending from the land owned by Leo Dallowitch on the north to the land owned by Walter E Koch on the east and containing approximately 0.17 of an acre. The grantors shall reserve the right of ingress and egress over the parcel of land hereby authorized to be purchased, to and from the county road lying west thereof and the property owned by the grantor lying

east thereof. Also the right is reserved to the grantors to keep and maintain the present well and pump for water supply that is now situated within said 10-foot strip of land, together with the right on the part of the grantors to construct a suitable building on and around said well and to install therein a gasoline pump, it being understood that said building shall encroach upon said 10-foot strip of land a width not to exceed 3 feet and a length of not more than 10 feet.

Approved as to description:

T M Randlett Engineer. by Ben S Morrow Asst.

TOGETHER with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all our estate right title and interest in and to the same including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said The City of Portland, its successors and assigns forever. And..grantors above named do covenant to and with the above named grantee its successors and assigns that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and that they will and their heirs executors and administrators shall warrant and forever defend the above granted premises and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF the grantors above named have hereunto set their hands and seals this 3rd day of December 1923.

Executed in the presence of

R M Dodson

Margaret McDonald (Seal)

S W Wiest

P T McDonald (Seal)

STATE OF OREGON)

SS.

COUNTY OF MULTNOMAH)

BE IT REMEMBERED That on this 3rd day of December A D 1923 before me, the undersigned a Notary Public in and for said County and State personally appeared the within named Margaret McDonald and P T McDonald, her husband, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

(Notarial Seal)

R M Dodson

Notary Public for Oregon

My Commission Expires Oct 23rd 1927

Rec for record Dec 12, 1923 at 1:20 P M

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N C #365221

CHRISTENSEN ET UX TO THE CITY OF PORTLAND

KNOW ALL MEN BY THESE PRESENTS that Hans P Christensen and Emma Christensen, husband and wife, in consideration of One Thousand Dollars (\$1000.00) to them paid by The City of Portland, a municipal corporation of Multnomah County, State of Oregon the receipt of which is hereby acknowledged, have bargained and sold and by these presents do grant, bargain, sell and convey unto said The City of Portland, its successors and assigns forever, a right of way 40 feet wide and approximately 1120 feet long on through, and across the north one-half

year last above written.

(Notarial Seal)

M. J. Claussen

My commission expires Jan'y 17, 1927

Notary Public for Oregon

Rec for record Nov 30, 1923, at 3:35 P M

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E C #363613

BUNDY TO EDMONDSON

KNOW ALL MEN BY THESE PRESENTS, That I, W B Bundy being of lawful age in in consideration of One Dollar and other considerations to be paid by May B Edmonson do hereby remise, release and forever QUITCLAIM unto the said May B Edmonson and unto her heirs and assigns all my rights, title and interest in and to all that parcel of real estate situate in Multnomah County State of Oregon to-wit:

All of lot Twenty five (25) in Block Four (4) in Reservoir Park according to the duly recorded plat thereof.

TO HAVE AND TO HOLD the same with all the privileges and appurtenances thereunto belonging to said May B Edmonson and to her heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of October A D 1923,

Signed sealed and delivered in

the presence of us as witnesses:

M Talbott

W B Bundy

Seal

A C Hutchinson

STATE OF OREGON)

County of Multnomah) ss

BE IT REMEMBERED that on this 24th day of October A D 1923, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named W B Bundy who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein expressed.

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

(Notarial Seal)

A C Hutchinson

My commission expires April 6, 1927

Notary Public for Oregon

Rec for record Nov 30, 1923, at 3:33 P M

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E C #363620

KOCK ET UX TO THE CITY OF PORTLAND

KNOW ALL MEN BY THESE PRESENTS That we, Walter E Kock and Iantha Kock his wife of Multnomah County State of Oregon, in consideration of Two Hundred and 00/100 (\$200.00) Dollars, to us paid by The City of Portland, a Municipal Corporation of Multnomah County, State of Oregon have bargained and sold and by these presents do grant bargain sell and convey unto said The City of Portland, its successors and assigns all the following bounded and described real property situated in the County of Multnomah and State of Oregon.

A strip or parcel of land 10 feet in width and 1381.72 feet more or less in length parallel to and abutting upon the east line of County Road No 675 (sometimes known as Bull

Run Pipe Line Road and sometimes designated Lusted Road) and extending across Lots numbered Four (4) and five (5) Block One (1) Edgewater in Section 23, Township 1 South Range 4 East, Willamette Meridian from the north line of said Lot 4 to the south line of said Lot 5.

Together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining and also all our estate right, title and interest in and to the same including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said The City of Portland, its successors and assigns forever. And we the grantors above named do covenant to and with the above named grantee, its successors and assigns that we are lawfully seized in fee simple of the above granted premises that the above granted premises are free from all incumbrances and that we will and our heirs, executors and administrators shall warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF the grantors above named have hereunto set their hands and seals this 22nd day of November 1923.

Executed in the presence of:

F M Dodson
S P West

Walter E Kock
Iantha Kock

Seal
Seal

STATE OF OREGON)
County of Multnomah) ss

BE IT REMEMBERED that on this 22nd day of November, A D 1923, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Walter E Kock and Iantha Kock his wife, who are known to me to be the identical persons described in said who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

(Notarial Seal)

F M Dodson
Notary Public for Oregon

Approved as to Form
Frank S Grant, City Attorney

My commission expires Oct 23rd, 1927

Rec for record Nov 30, 1923, at 3:50 P M

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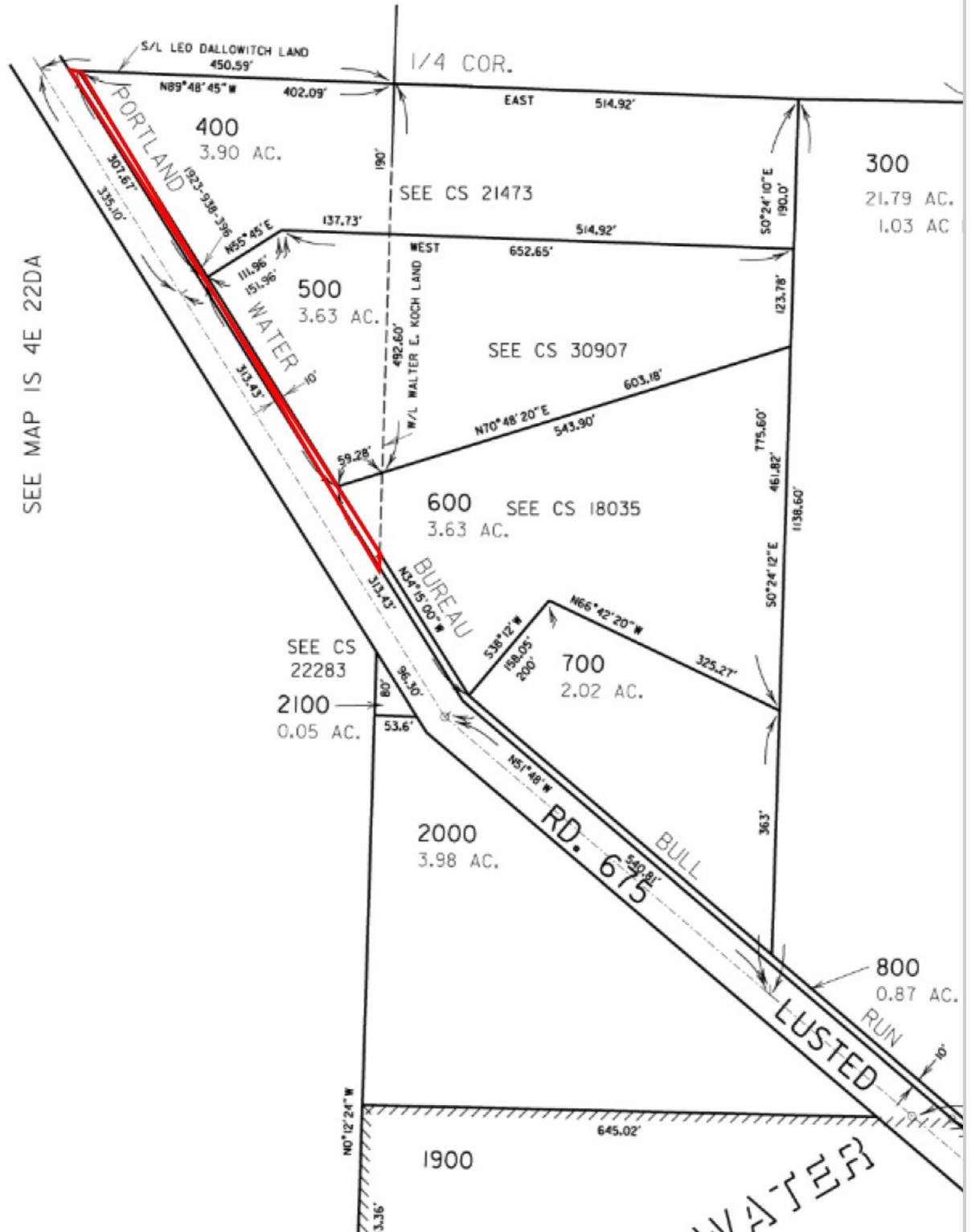
E C #563621

DESIDER ET UX TO THE CITY OF PORTLAND

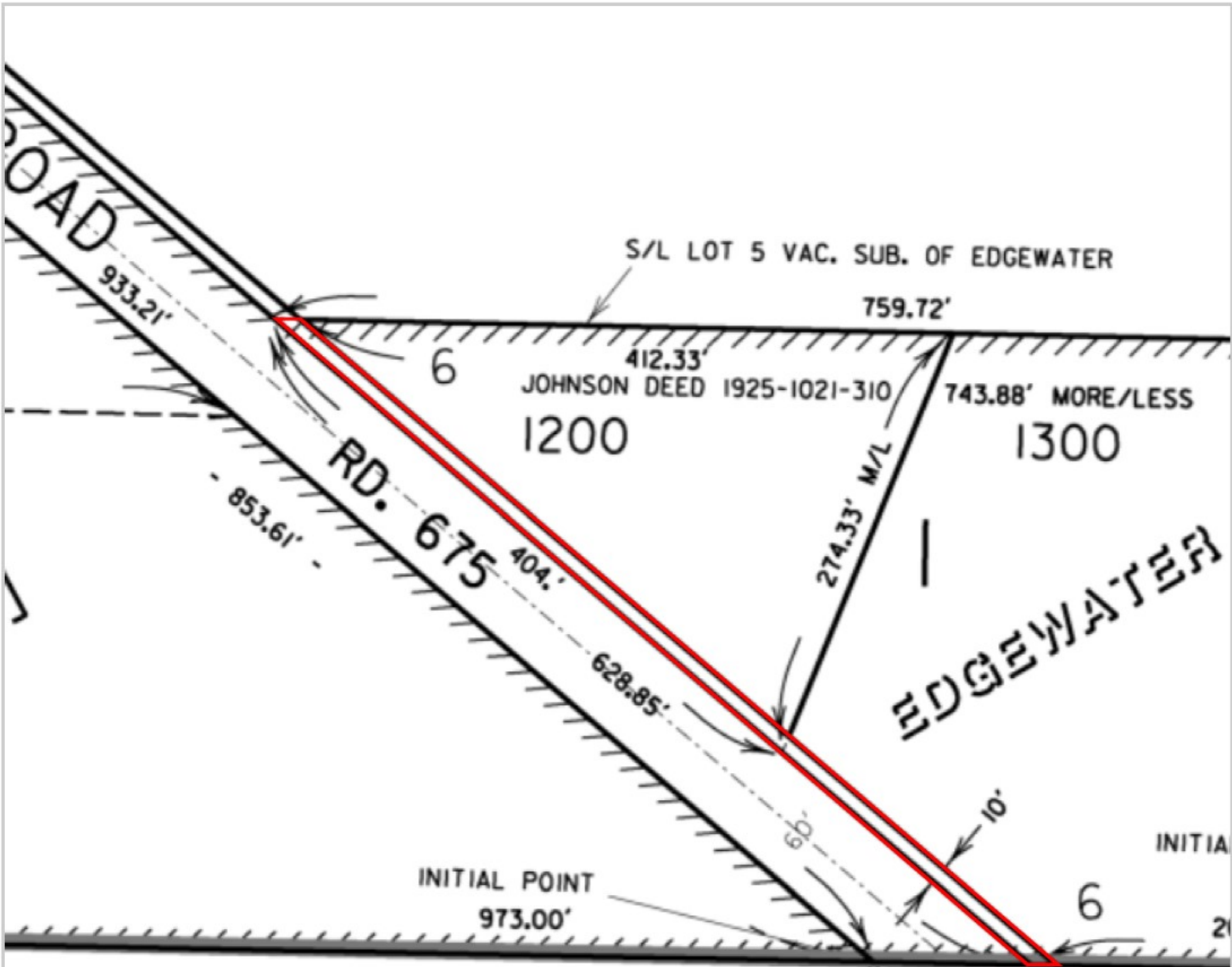
KNOW ALL MEN BY THESE PRESENTS that we, George W Lusted and Ars V Lusted, his wife of Multnomah County, State of Oregon in consideration of One Hundred twenty-five and 00/100 (\$125.00) Dollars to us paid by THE CITY OF PORTLAND, a municipal corporation of Multnomah County State of Oregon have bargained and sold and by these presents do grant, bargain sell and convey unto said THE CITY OF PORTLAND its successors and assigns all the following bounded and described real property situated in the County of Multnomah and State of Oregon.

A strip of land 10 feet in width adjoining and paralleling the northeasterly line of County Road No 675 and located in the northeast one-quarter (1/4) of Section 22, Township 1 South Range 4 East W M described as follows:

Beginning at the one-quarter corner between Sections 15 and 22, Township 1 South Range 4 East; thence east 93 feet more or less; thence along the northeasterly boundary of the right of way of Bull Run Conduits Nos 1 and 2, south 64° 43-1/2' east 562 feet; thence



This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon



COUNTY



This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon



This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon