

DEED

410459

Address: MOLLER'S NURSERY, INC., an Oregon corporation, grantor, conveys to the CITY OF PORTLAND, a municipal corporation of the State of Oregon, grantee, the following described real property:

The Southwest one-quarter of the Southeast one-quarter; and the South one-half of the Northwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon; EXCEPTING therefrom that Parcel conveyed to The Mount Hood Railway and Power Company, in deed recorded January 12, 1911 in Book 525 page 113; ALSO EXCEPTING therefrom the parcel conveyed to Multnomah Central Railway Company in deed recorded September 30, 1912 in Book 594 page 377; and SUBJECT to the rights of the public in and to that portion of the above property lying within the limits of Dodge Park Boulevard and Carpenter Lane.

ALSO EXCEPTING therefrom a parcel described as follows:

A tract of land in the Southwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The South 100 feet of the West 100 feet of the tract of land conveyed by William B. Parker, Dora May Calef, and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records of Multnomah County, Oregon.

subject to and excepting an easement, including the terms and provisions thereof, for utility, from William B. Parker, et al, to Portland General Electric Company, an Oregon corporation, recorded August 28, 1973, in Book 878, page 591, Deed Records, (affecting the west 10 feet of said premises).

Reserving to the grantor a perpetual non-exclusive easement over and upon the following described property, to wit:

A tract of land in the Southwest one-quarter of the Southeast one-quarter; and the South one-half of the Northwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Page 1. Deed

Exhibit "B"

BOOK 1678 PAGE 1033

410459

The West 25 feet, Excepting therefrom the South 100 feet of the West 25 feet of that tract of land conveyed by William B. Parker, Dora May Calef and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records, Multnomah County, Oregon.

TOGETHER WITH:

A tract of land in the Southwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The South 15 feet, Excepting therefrom the West 100 feet of the South 15 feet, of that tract of land conveyed by William B. Parker, Dora May Calef and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records, Multnomah County, Oregon, and further Excepting therefrom the East 801 feet of that tract of land conveyed by William B. Parker, Dora May Calef and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records, Multnomah County, Oregon.

The terms of this easement are as follows:

1. Said easement is non-exclusive and is subject to the provisions of a prior easement in favor of Portland General Electric Company recorded August 28, 1973, in Book 878, page 591, Deed Records, and is further subject to use by the grantee herein, its agents, independent contractors and invitees.

2. Said easement is for road and irrigation purposes only and shall be used exclusively in connection with the growing of nursery stock. Grantor may construct, reconstruct, maintain and repair a road thereon, and lay and maintain water lines for irrigation purposes.

3. Said easement is appurtenant to the following described property (dominant estate):

- A. A tract of land in the Southwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The South 100 feet of the West 100 feet of the tract of land conveyed by William B. Parker, Dora May Calef, and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records, Multnomah County, Oregon:

410459
BOOK 1078 PAGE 1034 1/2

upon which property is located a well; and

- B. A tract of land situated in the Northeast one-quarter of Section 27, Township 1 South, Range 4 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a point in the north line of said Section 27, which bears North 89°41'15" East 483.13 feet from the northwest corner of said legal subdivision; thence South 0°10' East parallel with the west line of said legal subdivision, a distance of 1883.61 feet to a point in the northerly line of Market Road No. 15; thence South 71°54' East along said northerly line 875 feet, more or less, to the East line of the West one-half of the Northeast one-quarter of said Section 27; thence Northerly along said east line 2220 feet, more or less, to the northeast corner of the West one-half of the Northeast one-quarter of said Section 27; thence South 89°41'15" West along the north line of said Section 27, a distance of 831 feet, more or less, to the point of beginning.

upon which grantor operates a portion of his business by growing nursery stock thereon.

4. Grantor agrees to indemnify and defend grantee from any loss, claim or liability to grantee arising in any manner out of grantor's use of the easement strip. Grantor assumes all risk arising out of its use and grantee shall have no liability to grantor or others for any condition existing thereon.

5. In the event of any subdivision or sale of any portion of the servient estate described in paragraph 3 above, this easement shall remain appurtenant only to the largest remaining parcel and only to such parcel being used for growing of nursery stock and owners of any lesser parcels into which the servient estate may be subdivided shall have no right to use of the easement strip.

6. This easement shall be perpetual. However, in the event that it is not used by grantor for a period of three years for the purposes herein stated or if otherwise abandoned by grantor the easement shall automatically expire and grantor upon request shall execute a recordable document evidencing such expiration.

7. The City may reserve the right to oil or pave the easements herein reserved at their option to eliminate dust problems if any exist.

Page 3. Deed

Recorded By
Pioneer National
Title Insurance Company

410457

The true and actual consideration for this conveyance is the sum of \$250,000 plus other property or value given or promised.

Dated this 26 day of November, 1975.

MOLLER'S NURSERY, INC.,
an Oregon corporation

By William P. Moller
President



[Signature]
Secretary

BOOK 1078 PAGE 1035

Recorded By
Pioneer National
Title Insurance Company

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

Personally appeared William C. Moller and Gary M. Moller who being duly sworn, did say that they are the President and Secretary of Moller's Nursery, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be its voluntary act and deed.



WITNESS my hand and official seal the day and year last

above written.

[Signature]
Notary Public for Oregon

My commission expires: 11/1/77

BOOK OF RECORDS 12 13 14 15

61514

POWER NATIONAL TITLE INSURANCE COMPANY
421 S. W. STARK
PORTLAND, OREGON 97204
G. C. Stevens

DR

STATE OF OREGON
Multnomah County
DEED
Director, Department of Agriculture
and for said County, Register of Deeds that the
within and to be recorded in the record of
of said County at
RECORDING SECTION
DEC 18 3 52 PM '15
ADAM S. CO. OREGON
MULTNOMAH COUNTY
1078 1036
1033
G. C. Stevens
Deputy

61514

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That ERNEST L. MEYER and VIRGINIA S. MEYER, husband and wife hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by City of Portland, a municipal corporation of the State of Oregon, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Multnomah and State of Oregon, described as follows, to-wit:

All that part of the East one-half of the Southeast quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, lying South of the South line of Dodge Park Boulevard, EXCEPT the West 100 feet of the North 100 feet of the South 350 feet thereof; and further EXCEPTING the property described as a tract of land situated in the East one-half of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian in the County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at the southwest corner of said legal subdivision; thence North, along the west line of said legal subdivision, a distance of 250.00 feet to a point; thence East, parallel with the south line of said legal subdivision, a distance of 100.00 feet to a point; thence North, parallel with the west line of said legal subdivision, a distance of 100.00 feet to a point; thence East, parallel with the south line of said legal subdivision, a distance of 50.00 feet to a point; thence South, parallel with the west line of said legal subdivision, a distance of 350.00 feet to a point in the south line of said legal subdivision; thence West, along said south line, a distance of 150.00 feet to the point of beginning.

Ed By
National
Title Company

BOOK 1079 PAGE 797

This deed is given in fulfillment of a contract dated 6/22/71, and the warranties hereof shall be construed as of date of said contract, provided however, that subsequent to said date the Grantor warrants the title to said premises against all lawful claims thereto arising by, through or under them.

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except Easement for water pipes and roadway recorded 1/19/38 in Book 433 page 319, Deed Records; & Easement for water pipes and roadway recorded 11/18/65 in Book 424 page 81, Deed Records; and that

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 62,000.00

IN WITNESS WHEREOF, the grantor has executed this instrument this 17th day of December, 1975.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

If a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

Ernest L. Meyer

Virginia S. Meyer

STATE OF OREGON,

County of Multnomah

BE IT REMEMBERED, That on this 17th day of December, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ernest L. Meyer and Virginia S. Meyer, husband and wife

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 affixed my official seal the day and year last above written.

Jane J. White
Notary Public for Oregon

My Commission expires 11-5-76

Ernest L. Meyer et al
City of Portland

County of
I certify that the within instrument was received for record on the

GRANTEE'S NAME AND ADDRESS

After recording return to:

A. Anderson
NAME, ADDRESS, ZIP 43126
City of Portland

NAME, ADDRESS, ZIP

STATE OF OREGON
Multnomah County
Director, Department of Administration
RECORDING SECTION
ADMIN. SERVICES
MULTNOMAH CO. OREGON
DEC 24 12 51 PM '75
In Book 1079
Page 797
witness my hand and official seal this 24th day of December, 1975.
Jane J. White
Notary Public for Oregon
My Commission expires 11-5-76

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM H. SESTER and BEATRICE C. SESTER, husband and wife, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto JOHN WILLIAM SESTER, a married man, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Multnomah, State of Oregon, described as follows, to-wit:

West Half of the West Half of the Northeast Quarter (W $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Twenty-one (21), Township One (1) South of Range Four (4) East of the Willamette Meridian, except the following:

Commencing at the NE corner of the W $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 21 T 1 S R 4 E WM, Multnomah County, Oregon, running thence westerly 250 feet to a point; thence southerly parallel with the East line of the W $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of said section a distance of 436 feet to a point; thence westerly parallel with the south line of Lusted Road a distance of 200 feet to a point; thence northerly parallel with the westerly line of the W $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of said section 436 feet to the northerly line of said W $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of said section; thence easterly on said north line 200 feet more or less to the point of beginning.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And the grantor hereby covenants to and with the said grantee and grantee's heirs, successors and assigns that said real property is free from incumbrances created or suffered thereon by grantor and that grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ love and affection. ~~THE GRANTOR HEREBY COVENANTS TO AND WITH THE SAID GRANTEE AND GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS THAT SAID REAL PROPERTY IS FREE FROM INCUMBRANCES CREATED OR SUFFERED THEREON BY GRANTOR AND THAT GRANTOR WILL WARRANT AND DEFEND THE SAME AND EVERY PART AND PARCEL THEREOF AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE GRANTOR.~~

In construing this deed the singular includes the plural as the circumstances may require. Witness grantor's hand this 21 day of January, 1969.

William H. Sester
Beatrice C. Sester

STATE OF OREGON, County of Multnomah, ss. Personally appeared the above named William H. Sester and Beatrice C. Sester, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me: Notary Public for Oregon
My commission expires 6-28-70.

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

Special
WARRANTY DEED

WILLIAM H. SESTER and
BEATRICE C. SESTER
JOHN WILLIAM SESTER

AFTER RECORDING RETURN TO
DONALD E. FLETCHER
ATTORNEY AT LAW
9310 S.E. SWAN STREET
PORTLAND, OREGON 97216
ALPINE 3-5636

STATE OF OREGON)
Multnomah County)
I, JOHN D. WILSON, Director, Department of Records and Elections and Recorder of Conveyances, in and for said County, do hereby certify that the within instrument was duly recorded in the record of said County at

RECORDED 4 11 10 22

In Book 601 Page 1217

WITNESS my hand and seal of office Affiant.
JOHN D. WILSON, Director,
Department of Records and
Elections.

Subscribed
98860

ss. u-he ad of

3386

762

FEB 4 1969