

AREA C, continued from Page 1

Councilor Marlene Quinn noted she had gone over the 550-plus pages in the report and appreciated the artist renderings shared by Ben Settecase from Bonaventure and Brian Moore from Mountain West.

“Those are great visuals of what could be coming to Keizer,” Quinn said.

Mayor Cathy Clark also noted the thoroughness.

“This was a lot of reading and homework,” she said. “It was a deep dive, especially for the new councilors. I thank everyone for your input.”

Throughout their presentations to councilors, Moore and Settecase emphasized their meetings with city staff and neighbors, with Settecase noting the look of the Bonaventure facility changed greatly due to feedback from neighbors such as Hohnbaum. Both men were pleased with Tuesday’s vote.

“That is a significant relief,” said Moore, the director of Real Estate Development for Salem-based Mountain West. “It was somewhat predictable with the efforts we’ve gone to in meeting with the neighbors. We pay close attention to what people say to us. That’s what the council observed, that we were sincere in earnest about that.”

Settecase pointed out those

efforts were publicly lauded.

“The mayor spoke specifically about that,” said Settecase, the director of Development for Salem-based Bonaventure. “We’re thrilled she recognized that. We have tried to make our facility compatible with the neighborhood. I’m glad our efforts in that regard were recognized.”

Several steps still have to be gone through before the project starts, such as the permit process, studies on stormwater discharge and the setup of a reimbursement district for the companies since they will be providing new infrastructure to be utilized by future development.

“It’s our desire to start construction in June,” Moore said.

Settecase called Tuesday’s decision the “first step” and didn’t have an exact timeline.

“There are a lot of factors, down to the weather,” Settecase said. “If those factors go well, if we feel comfortable with the stormwater downstream analysis and the reimbursement district, if things fell into place for sometime in 2015 that would be great. But the infrastructure has to go first, with McLeod Lane.”

Plans call for McLeod, which currently ends at Chemawa Road a little south of the Chemawa-Lockhaven Drive intersection, to be punched through to the east. The retirement center would be on the east side of the expanded McLeod along

with some of the apartments, with additional apartments on the other side of McLeod.

Nate Brown, director of Community Development for Keizer, noted the development being phased now as opposed to retail and residential being concurrent in previous proposals.

“The current applicant has done an outstanding job doing community outreach,” Brown said. “Their modifications to their proposal are a result of their meetings with us and the community. Neighborhood compatibility has been an issue for years. We believe strongly this is compatible, more so than the previous approval. Senior living is more compatible. They have done a good job trying to mitigate the size of their building.”

Moore said reaching out to neighbors – including past opponents to previous proposals – was important.

“We invited neighbors who participated in past hearings,” he said. “We went to the (Greater Gubser Neighborhood Association) and we had individual meetings including with Mr. Hohnbaum. We gleaned some good lessons about what to do to make this compatible. It influenced where we put a lot of trees, their size and location. Bonaventure retooled the size of their building so it’s not as close to neighbors.”

As he has before, Moore emphasized future commercial de-

velopment in Area C won’t be up to his company.

“We don’t control any portions for that use,” he said. “Ultimately it will be used for that, but not by us. We are very interested in the development of that area because it will create a synergy of use between ours and theirs. It will be reciprocally benefitted between the two. Some of that expensive infrastructure such as the new streets will be there for them; that’s an upfront cost they don’t have to absorb.”

City Manager Chris Eppley believes the project will pave the way for future development.

“At the very least, it will liken quick development of the properties,” Eppley said. “Having a lot of requirements and hurdles to jump over tends to put off developments. This eliminates those hurdles. I believe there will be development posthaste.”

While most who submitted comments or who spoke about the proposal Tuesday were in favor, that doesn’t mean the feelings were unanimous. Hohnbaum submitted a letter voicing concerns – mainly about trees – in November, while Keizer Planning Commission member Michael DeBlasi voiced issues on Tuesday.

“My concern is the design and layout of the project,” DeBlasi said. “It doesn’t fix for mixed use. This is pods of development. There is a sea of



Brian Moore from Mountain West talks about his company’s proposal during the public hearing Tuesday at the Keizer City Council meeting.

Craig Murphy/KEIZERTIMES

parking. Standards are based on incorrect assumptions.”

As was the case when Moore and Settecase met with neighbors at Keizer Christian Church, the most vocal opponent on Tuesday was developer Jack Yarbrough, who owns some land in Area C and other areas.

“I’m dead set against this,” Yarbrough said. “This is a sweetheart deal (for the applicants). I’m kind of upset about this. A number of people are talking about what a wonderful project it is. I’m concerned about other property. I’m concerned about the property I have.”

“I also disagree with Nate that the applicants did a wonderful job talking to neighboring property owners,” he added. “I’m pretty easy to find. I have contacted Bonaventure, but didn’t get a call back. I don’t think this will help other projects.”

Yarbrough also opined the applicants made it sound like the project was a done deal.

“I’m going to fight this to the bitter end,” he said. “This is not a good deal for my property. No one has talked about how this will affect my property. There are a lot of things still to address. These guys come through and it seems like it’s on the fast track.”

Yarbrough also said he never got a mailed notice about the hearing, something Brown had an issue with.

“We don’t control the post office,” Brown said. “We can assert it was mailed. In terms of the delivery end, I can’t speak to that.”

Settecase also refuted Yarbrough’s assertion about a lack of calls.

“We called him twice,” Settecase said. “There was contact on a conference call, with several of us in the room at the time – twice.”

Yarbrough still disagreed after the hearing was closed.

“They made comments that weren’t true,” he said.

public notices

NOTICE OF SHERIFF'S SALE

On 23rd day of February, 2015, at 10:00 AM, at the main entrance of the Marion Co. Courthouse, in Salem, OR, I will sell the following real property: 5392 Newberg Dr N, Keizer, in the case of WELLS FARGO BANK, N.A., its successors in interest and/or assigns, Plaintiff, vs. THOMAS N. BRUSH, DARLENE BRUSH FKA DARLENE MARIE HEATH, OCCUPANTS OF THE PREMISES, Defendant(s). For more information go to www.oregonsheriffs.com/sales.htm

01/23, 01/30, 2/6, 2/13

INC., ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 3913 IBIS STREET NE, SALEM, OR 97308, Defendant(s). For more information go to www.oregonsheriffs.com/sales.htm

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NOTICE OF SHERIFF'S SALE

On 24th day of February, 2015, at 10:00 AM, at the main entrance of the Marion Co. Courthouse, in Salem, OR, I will sell the following real property: 847 Laguna Dr NE, Keizer, in the case of BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE ALTERNATIVE LOAN TRUST 2006-6CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-6CB, Plaintiff, vs. JORGE E. TRUJILLO, INGRID C. TRUJILLO, OREGON TERRITORY FEDERAL CREDIT UNION, CHICAGO TITLE INSURANCE COMPANY, RIVERMARK COMMUNITY CREDIT UNION, A STATE CHARTERED CREDIT UNION, OCCUPANTS OF THE PROPERTY, Defendant(s). For more information go to www.oregonsheriffs.com/sales.htm

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NOTICE OF SHERIFF'S SALE

On 23rd day of February, 2015, at 10:00 AM, at the main entrance of the Marion Co. Courthouse, in Salem, OR, I will sell the following real property: 6413 Jaymar Dr NE, Keizer, in the case of MOREQUITY, INC., through its loan servicing agent NATIONSTAR MORTGAGE LLC, Plaintiff, vs. KELLY D GRAHAM, MATTHEW G. GRAHAM, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AEGIS WHOLESALE CORPORATION, OCCUPANTS OF THE PROPERTY, Defendant(s). For more information go to www.oregonsheriffs.com/sales.htm

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NOTICE OF SHERIFF'S SALE

On 24th day of February, 2015, at 10:00 AM, at the main entrance of the Marion Co. Courthouse, in Salem, OR, I will sell the following real property: 535 Maple St, Aumsville, in the case of ONEWEST BANK, FSB., its successors in interest and/or assigns, Plaintiff, vs. UNKNOWN HEIRS OF DAVE EDWIN PARKER AKA DAVE E. PARKER, PAMELA PARKER, CATHERINE PARMONTIER, ROBERT PARKER, HOLLY BORI, DENISE CLARK, KAREN MESCHKE, KIMBERLY LANE, TERRI MATTLE, UNITED STATES OF AMERICA, STATE OF OREGON, OCCUPANTS OF THE PREMISES, THE REAL PROPERTY LOCATED AT 535 MAPLE STREET, AUMSVILLE, OREGON 97325, Defendant(s). For more information go to www.oregonsheriffs.com/sales.htm

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NOTICE OF SHERIFF'S SALE

On 24th day of February, 2015, at 10:00 AM, at the main entrance of the Marion Co. Courthouse, in Salem, OR, I will sell the following real property: 3913 Ibis St NE, Salem, in the case of OCWEN LOAN SERVICING, LLC, ITS SUCCESSORS AND/OR ASSIGNS, Plaintiff, vs. NATHAN A. LEE, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,

On 24th day of February, 2015, at 10:00 AM, at the main entrance of the Marion Co. Courthouse, in Salem, OR, I will sell the following real property: 2043 42nd Place NE, Salem, in the case of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, Plaintiff, vs. MICHAEL C. ODEN, SON OF SHIRLEE A. ODEN, AND AS CONSTRUCTIVE TRUSTEE OF THE ESTATE OF SHIRLEE A. ODEN, UNKNOWN HEIRS OF SHIRLEE A. ODEN, OTHER PERSONS OR PARTIES, INCLUDING OCCUPANTS, UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT HEREIN, Defendant(s). For more information go to www.oregonsheriffs.com/sales.htm

01/23, 01/30, 2/6, 2/13

NOTICE OF SHERIFF'S SALE

On 24th day of February, 2015, at 10:00 AM, at the main entrance of the Marion Co. Courthouse, in Salem, OR, I will sell the following real property: 2875 Cottage St SE, Salem, in the case of GREEN TREE SERVICING LLC, its successors in interest and/or assigns, Plaintiff, vs. KEN KRAMER AKA KENNETH EDWARD KRAMER, MELISSA E. KRAMER AKA MELISSA EVELYN KRAMER AKA MELISSA KRAMER, THE BANK OF NEW YORK MELLON FKA

THE BANK OF NEW YORK, AS SUCCESSOR TRUSTEE TO JP MORGAN CHASE BANK, N.A., AS TRUSTEE ON BEHALF OF THE CERTIFICATEHOLDERS OF THE CWHEQ, INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2006-I, AMERICAN EXPRESS FSB, OCCUPANTS OF THE PREMISES, THE REAL PROPERTY LOCATED AT 2875 COTTAGE STREET SOUTHEAST, SALEM, OREGON 97302, Defendant(s). For more information go to www.oregonsheriffs.com/sales.htm

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01/23, 01/30, 2/6, 2/13

NOTICE OF SHERIFF'S SALE

On 24th day of February, 2015, at 10:00 AM, at the main entrance of the Marion Co. Courthouse, in Salem, OR, I will sell the following real property: 4725 Riverwood Dr N, Keizer, in the case of ONEWEST BANK, F.S.B., its successors in interest and/or assigns, Plaintiff, vs. JACK L. CUTSFORTH, DELORES

CUTSFORTH, UNITED STATES OF AMERICA, OCCUPANTS OF THE PREMISES, Defendant(s). For more information go to www.oregonsheriffs.com/sales.htm

01/23, 01/30, 2/6, 2/13

NOTICE OF SHERIFF'S SALE

On 23rd day of February, 2015, at 10:00 AM, at the main entrance of the Marion Co. Courthouse, in Salem, OR, I will sell the following real property:

5770 State St., Salem, in the case of NATIONSTAR MORTGAGE LLC, Plaintiff, vs. JOSEPH M. GRIMMELL, MARNIE L. GRIMMELL, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., HYPERION CAPITAL GROUP, LLC, OCCUPANTS OF THE PROPERTY, Defendant(s). For more information go to www.oregonsheriffs.com/sales.htm

01/23, 01/30, 2/6, 2/13

TRUSTEE'S NOTICE OF SALE

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made, executed, and delivered by CHERRIE L. MULLINS (also known as Cherie L. Mullins), at the address of 3150 Granada Way S., Salem, OR 97302, as Grantor, made and executed and delivered to JARROD F. HOWARD, address of 1114 12th Street SE, Salem, OR 97302, as Trustee, to secure the performance of certain obligations including the payment of the principal sum of \$139,230.00 in favor of Beneficiary, that certain Trust Deed dated March 22nd, 2010, and recorded on March 26th, 2010, **Reel 3162, Page 6, Film Records** of the official records of **Marion County, State of Oregon**, for the following described real property situated in said county and commonly known as 3150 Granada Way S., Salem, OR 97302, *to-wit*:

Lot 5, Block 11, CANDALARIA HEIGHTS NO.2, an Addition to the City of Salem, Marion County, Oregon.

NOTE: This Legal Description was created prior to January 01, 2008. Thereafter, the Beneficiary's interest in said Trust Deed was assigned and transferred to Hilma Norberg, LLC, an Oregon Limited Liability Company on May 16th, 2014, and said assignment recorded on May 21 St, 2014, **Reel 3606, Page 225, Film Records** of the official records of **Marion County, State of Oregon**. The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee or by the Beneficiary, and no appointments of a successor trustee have been made except as recorded in the mortgage records of the county or counties in which the above-described real property is situated, and that the Beneficiary, Hilma Norberg, LLC, is the owner and holder of the obligations, the performance of which is secured by said Trust Deed; further, that no action, suit, or proceeding has been instituted to recover the debt, or any part thereof, now remaining secured by the said trust deed, or, if such action or proceeding has been instituted, such action or proceeding has been dismissed.

There is a default by the Grantor owing the obligations, the performance of which is secured by said Trust Deed, with respect to provisions therein which authorize sale in the event of default of such provision, in that the Grantor failed to pay, when due, the following sums thereon:

Failure to pay the March 1 st , 2014, payment in the amount of \$928.20	\$ 928.20
Failure to pay the April 1 st , 2014, payment in the amount of \$928.20	\$ 928.20
Failure to pay the May 1 st , 2014, payment in the amount of \$928.20	\$ 928.20
Failure to pay the June 1st, 2014, payment in the amount of \$928.20	\$ 928.20
Failure to pay the July 1st, 2014, payment in the amount of \$928.20	\$ 928.20
Failure to pay the August 1st, 2014, payment in the amount of \$928.20	\$ 928.20
Failure to pay the September 1st, 2014, payment in the amount of \$928.20	\$ 928.20
Failure to pay the October 1st, 2014, payment in the amount of \$928.20	\$ 928.20
Failure to pay the November 1st, 2014, payment in the amount of \$928.20	\$ 928.20
Failure to pay the December 1st, 2014, payment in the amount of \$928.20	\$ 928.20
Failure to pay the monthly escrow fee of \$17.00 per month from March 2014 through December 2014	\$ 170.00
Failure to pay late fees of \$50.00 per month from January 2014 through December of 2014, for a total of \$600.00	\$ 600.00
Failure to maintain insurance on the property, amount advanced by Beneficiary	\$ 946.17
Total Due	\$ 10,998.17

which are now past due, owing, and delinquent. Grantor's failure just described is the default for which the foreclosure mentioned below is made. Grantor as further failed to pay the real property taxes on the above described property, a further default of the obligations contained in the Trust Deed, with an

amount owing of \$26,863.62, with daily interest accruing on the real property arrearage. This tax arrearage is now past due, owing, and delinquent.

By reason of said default, the Beneficiary has declared all obligations secured by said Trust Deed immediately due, owing and payable, said sums being the following, *to-wit*: the sum of \$139,230.00, plus accrued unpaid interest on said \$139,230.00 at the rate of eight percent (8%) *per annum* from March 1st, 2014 until paid; plus the cost of unpaid insurance premiums on the property described above of \$946.17; plus unpaid real property taxes to Marion County as provided above; plus collection costs in the amount of \$850.00; plus the cost of a trustee's sale report in the amount of \$553.00; plus attorney and trustee's fees and costs.

Notice hereby is given that the undersigned, by reason of said default, has elected, and hereby does elect, to foreclose said Deed of Trust by advertisement and sale pursuant to Oregon Revised Statutes Sections 86.705 to 86.809, and to cause to be sold at public auction to the highest bidder for cash the interest in the said described property which the Grantor had, or had the power to convey at the time of the execution by them of the Trust Deed, together with any interest the Grantor or Grantor's successors in interest acquired after execution of the Trust Deed, to satisfy the obligations secured by said Trust Deed and the expenses of the sale, including a reasonable charge by the Trustee as provided by law, and the reasonable fees of Trustee's attorneys.

Said sale will be held at the hour of 9:30 a.m., Pacific Standard Time, as established by Section 187.110 of Oregon Revised Statutes on the **27th** day of **May**, 2015, at the main entrance of the Marion County Courthouse, at 100 High Street Northeast, in the City of Salem, County of Marion, State of Oregon, which is the hour, date, and place fixed by the Trustee for said sale.

Other than as shown of record, neither the said Beneficiary nor the said Trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property herein above described subsequent to the interest of the Trustee in the Trust Deed, or any successor in interest to the Grantor or of any lessee or other person in possession of or occupying the property.

Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes has the right, at any time prior to five (5) days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with Trustee's and attorney fees not exceeding the amount provided by ORS 86.778.

Notice required by ORS 86.771 (HB 4065): Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. This notice is required by law to be placed in all Residential Trustee Notices, and should not be construed as indicating that any particular or specific residential property has been used in methamphetamine manufacturing.

In construing this Notice and whenever the context hereof so requires, the masculine gender includes the feminine and the neuter, the singular includes the plural; the word "Grantor" includes any successor in interest to the Grantor, as well as each and all other persons owing an obligation, the performance of which is secured by said Trust Deed; the word "Trustee" includes any successor trustee; and the word "Beneficiary" includes any successor in interest of the Beneficiary first named above.

DATED this 14 day of January, 2015.
Jarrod F. Howard, Successor Trustee

01/23, 01/30, 2/6, 2/13