



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company National Commercial Services Issuing Office: 200 SW Market Street, Suite 250, Portland, OR 97201	Escrow Officer Name: Rachael Rodgers Escrow Officer Number: (503)795-7608 Escrow Officer Email: rrodgers@firstam.com
Issuing Office's ALTA® Registry ID: 1153372 Commitment Number: NCS-1187908-OR1 Issuing Office File Number: NCS-1187908-OR1 Property Address: APNs: 532109 and 532111, Salem, OR Revision Number: 01	Escrow Assistant Name: Abigail Cooley Escrow Assistant Number: (503)795-7647 Escrow Assistant Email: ACooley@firstam.com Title Officer Name: Scott Storm Title Officer Number: (503)795-7609 Title Officer Email: sstorm@firstam.com

SCHEDULE A

1. Commitment Date: September 06, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: Holt Holdings OR, LLC, a Delaware limited liability company
Proposed Amount of Insurance: \$12,000,000.00
The estate or interest to be insured: See Item 3 below
 - b. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: See Item 3 below
 - c. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, [at the Commitment Date, vested in:](#)

Simpson Hills LLC, an Oregon limited liability company
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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First American

OTIRO C-04 Commitment for Title Insurance
Oregon – 2021 v. 01.00 (07-01-2021)

First American Title Insurance Company

By:

Authorized Signatory

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Form 50122341 (5-17-22)

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Commitment No. NCS-1187908-OR1

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If a proposed mortgage or deed of trust will secure, in whole or in part, construction advances, in order to consider providing coverage against statutory liens for services, labor, or materials arising from construction of improvements or work related to the Land, the Company will require:
 1. Project budget, including hard costs, soft costs, equity contributions, and sources and uses.
 2. An indemnity agreement on a form to be provided, and executed by indemnitor(s) approved, by the Company.
 3. Direct contract(s) with any general contractor(s), including projected schedule for completion of construction.
 4. Draft loan agreement detailing construction advance disbursement controls (or separate disbursement agreement, if applicable) and guaranty/ees.
 5. An appraisal, if lender has required one.

Upon receipt and review of the foregoing, the Company reserves the right to require additional documentation. The cost for construction lien coverage will vary depending on if we issue up front coverage or incremental coverage:

1. Full upfront coverage - the cost is \$2.50 per thousand of the loan amount in addition to the title insurance policy fee.
2. Incremental coverage - the cost is \$1 per thousand of the loan amount in addition to the title insurance policy fee.

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Commitment No. NCS-1187908-OR1

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. 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.
3. 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.
4. 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.
5. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the Land), encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

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The exceptions to coverage 2-6 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the Company
- B. Affidavit regarding possession
- C. Proof that there is no new construction or remodeling of any improvement located on the Land. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon

- 7. General and special taxes and assessments for the fiscal year 2024-2025, a lien not yet due or payable.
- 8. City liens, if any, for the city of Salem.

Note: An inquiry has NOT been made concerning the actual status of such liens. A fee of \$25.00 will be charged per tax account each time an inquiry request is made.

- 9. These premises are within the boundaries of the Marion Soil & Water District and are subject to the levies and assessments thereof.
- 10. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of unnamed creek.
- 11. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the unnamed creek or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.
- 12. An easement for sewer pipeline and incidental purposes, recorded March 29, 1977 as [Reel 75 and Page 1679](#) of Official Records.
In Favor of: City of Salem, a municipal corporation
Affects: as described therein
- 13. An easement for gas pipelines and incidental purposes, recorded April 27, 1988 as [Reel 616 and Page 0112](#) of Official Records.
In Favor of: Northwest Natural Gas Company, an Oregon corporation
Affects: Parcel 1

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14. An easement for slope and incidental purposes, recorded January 25, 1995 as [Reel 1217 and Page 0710](#) of Official Records.

In Favor of: City of Salem, a municipal corporation
Affects: as described therein

15. Easement, including terms and provisions contained therein:

Recording Information: January 25, 1995 as [Reel 1217 and Page 0711](#)
In Favor of: City of Salem, a municipal corporation
For: Slope

16. Easement, including terms and provisions contained therein:

Recording Information: January 25, 1995 as [Reel 1217 and Page 0714](#)
In Favor of: City of Salem, a municipal corporation
For: Storm Drain Pipelines

17. Easement, including terms and provisions contained therein:

Recording Information: January 25, 1995 as [Reel 1217 and Page 0715](#)
In Favor of: City of Salem, a municipal corporation
For: Storm Drain Pipelines

18. Easement, including terms and provisions contained therein:

Recording Information: June 01, 1995 as [Reel 1240 and Page 0360](#)
In Favor of: Portland General Electric Company, an Oregon corporation
For: Electric power line

Document(s) declaring modifications thereof recorded December 16, 2022 as [Reel 4678 and Page 0189](#) of Official Records.

19. The terms and provisions contained in the document entitled "Restrictive Covenant and Reservation of Mineral Rights" recorded August 01, 2003 as [Reel 2170 and Page 0069](#)

Document(s) declaring modifications thereof recorded August 11, 2004 as [Reel 2361 and Page 0109](#) of Official Records.

Quitclaim Deed for Mineral Rights releasing any interest of the State of Oregon in reservation of mineral estate in Section 3 of [Reel 2170 and Page 0069](#) above, recorded January 25, 2006 as [Reel 2598 and Page 0116](#).

Amendment to Statutory Bargain and Sale Deed, amending the restriction set forth in [Reel 2170 and Page 0069](#), recorded August 15, 2008 as [Reel 2985 and Page 0084](#).

20. The terms and provisions contained in the document entitled Infrastructure Agreement, executed by and between Sustainable Fairview Associates LLC, an Oregon limited liability company, Sustainable

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Investments, LLC, an Oregon limited liability company and City of Salem, an Oregon municipal corporation, recorded September 22, 2005 as [Reel 2540 and Page 0426](#)

The terms and provisions contained in the document entitled "Side Agreement to Infrastructure Agreement" recorded January 11, 2011 as [Reel 3250 and Page 0279](#) of Official Records.

Document(s) declaring modifications thereof recorded August 18, 2011 as [Reel 3309 and Page 0210](#) of Official Records.

Document(s) declaring modifications thereof recorded August 19, 2014 as [Reel 3628 and Page 0424](#) of Official Records.

21. The terms and provisions contained in the document entitled "Order Approving Formation of the Sustainable Fairview Development District" recorded October 14, 2005 as [Reel 2552 and Page 0004](#)

22. An easement for water pipeline and incidental purposes, recorded February 10, 2010 as [Reel 3149 and Page 0256](#) of Official Records.

In Favor of: The City of Salem
Affects: Parcel 1

23. The terms, provisions and easement(s) contained in the document entitled "Easement and Equitable Servitudes" recorded January 06, 2012 as [Reel 3347 and Page 0147](#) of Official Records.

24. The terms, provisions and easement(s) contained in the document entitled "Easement and Equitable Servitudes" recorded June 14, 2022 as [Reel 4632 and Page 0424](#) of Official Records.

(Affects Parcel 2)

25. Easement, including terms and provisions contained therein:
Recording Information: June 21, 2023 as [Reel 4717 and Page 0036](#)
In Favor of: The City of Salem, an Oregon municipal corporation
For: public utility

(Affects Parcel 1)

26. Easement, including terms and provisions contained therein:
Recording Information: June 21, 2023 as [Reel 4717 and Page 0080](#)
In Favor of: The City of Salem, an Oregon municipal corporation
For: sidewalk

(Affects Parcel 1)

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27. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
28. Evidence of the authority of the individual(s) to execute the forthcoming document for Simpson Hills LLC, an Oregon limited liability company, copies of the current operating agreement should be submitted prior to closing.
29. Proof of compliance with the provisions of Chapter 866 Oregon Laws 2007 must be furnished.
30. Unrecorded leases or periodic tenancies, if any.
31. The terms and provisions contained in the document entitled "Memorandum of Agreement" recorded September 05, 2023 as Recording No. [2023 26822](#) of Official Records.

-END OF EXCEPTIONS-

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INFORMATIONAL NOTES

NOTE: Evidence of the authority of the individual(s) to execute the forthcoming document for Holt Holdings OR, LLC, a Delaware limited liability company, copies of the current operating agreement should be submitted prior to closing.

NOTE: This report does not include a search for Financing Statements filed in the office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the office of the County Clerk (Recorder) covering fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and book.

NOTE: Taxes for the year 2023-2024, paid in full.

Tax Amount:	\$63,115.59
Code No.:	24010
Map & Tax Lot No.	083W110000300
Property ID/Key No.	532111

(Affects Parcel 1)

NOTE: Taxes for the year 2023-2024, paid in full.

Tax Amount:	\$2,747.00
Code No.:	24010
Map & Tax Lot No.	083W110000400
Property ID/Key No.	532109

(Affects Parcel 2)

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Commitment No. NCS-1187908-OR1

EXHIBIT A

The Land referred to herein below is situated in the County of Marion, State of Oregon, and is described as follows:

PARCEL 1:

A TRACT OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER, THE NORTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, CITY OF SALEM, MARION COUNTY, OREGON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 11,
THENCE SOUTH 89°37'51" WEST 920.23 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF REED ROAD SE (20.00 FEET FROM CENTERLINE) AND THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 14°53'50" WEST 280.90 FEET;
THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 75°06'10" WEST 20.00 FEET TO A LINE THAT IS PARALLEL WITH AND 40.00 FEET WESTERLY OF THE CENTERLINE OF REED ROAD SE;
THENCE ALONG SAID PARALLEL LINE, NORTH 14°53'50" EAST 214.32 FEET;
THENCE LEAVING SAID PARALLEL LINE, NORTH 75°06'10" WEST 183.04 FEET;
THENCE SOUTH 25°00'09" WEST 731.58 FEET TO A LINE THAT IS PARALLEL WITH AND 65.00 FEET NORTHERLY OF THE CENTERLINE OF BATTLE CREEK ROAD SE;
THENCE ALONG SAID PARALLEL LINE, SOUTH 52°01'13" EAST 272.21 FEET;
THENCE LEAVING SAID PARALLEL LINE, NORTH 71°25'16" EAST 23.40 FEET;
THENCE NORTH 25°28'53" EAST 225.76 FEET TO A LINE THAT IS PARALLEL WITH AND 40.00 FEET WESTERLY OF THE CENTERLINE OF REED ROAD SE;
THENCE ALONG SAID PARALLEL LINE, NORTH 14°53'50" EAST 359.81 FEET;
THENCE LEAVING SAID PARALLEL LINE, SOUTH 75°06'10" EAST 20.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF REED ROAD SE (20.00 FEET FROM THE CENTERLINE);
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 14°53'50" WEST 612.85 FEET;
THENCE NORTH 75°06'10" WEST 10.00 FEET;
THENCE SOUTH 71°25'16" WEST 55.21 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BATTLE CREEK ROAD SE (30.00 FEET FROM CENTERLINE);
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 52°01'13" WEST 1015.28 FEET TO AN ANGLE POINT;
THENCE NORTH 52°30'42" WEST 462.36 FEET TO AN ANGLE POINT;
THENCE NORTH 55°33'51" WEST 475.39 FEET TO AN ANGLE POINT;
THENCE NORTH 55°55'32" WEST 643.39 FEET TO AN ANGLE POINT;
THENCE NORTH 55°55'05" WEST 95.91 FEET TO THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF PARCEL 2 OF PARTITION PLAT NUMBER [2018-074](#);
THENCE ALONG SAID SOUTHWESTERLY EXTENSION AND SAID SOUTHEASTERLY LINE, NORTH 34°04'46" EAST 815.46 FEET TO AN ANGLE POINT;
THENCE NORTH 55°55'14" WEST 30.00 FEET TO AN ANGLE POINT;
THENCE NORTH 34°04'46" EAST 830.34 FEET TO THE SOUTH LINE OF PARCEL 1 OF PARTITION PLAT

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[2018-074](#);

THENCE ALONG SAID SOUTH LINE AND SOUTHEASTERLY EXTENSION THEREOF, SAID EXTENSION BEING COINCIDENT WITH THE MOST WESTERLY SEGMENT OF THE SOUTH LINE OF PARCEL 1 OF REEL 4274, PAGE 409, SOUTH 62°15'42" EAST 818.32 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 107.00 FEET, DELTA OF 20°14'34", LENGTH OF 37.80 FEET, AND A CHORD OF SOUTH 52°08'25" EAST 37.61 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 42°01'08" EAST 17.48 FEET TO AN ANGLE IN SAID SOUTH LINE OF SAID PARCEL 1

[REEL 4274, PAGE 409](#);

THENCE NORTH 47°58'52" EAST 91.73 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 247.50 FEET, DELTA OF 8°18'21", LENGTH OF 35.88 FEET, AND A CHORD OF NORTH 52°08'03" EAST 35.85 FEET TO A POINT OF TANGENCY;

THENCE NORTH 56°17'13" EAST 31.61 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LINDBURG ROAD SE (VARIABLE WIDTH RIGHT-OF-WAY) AND A NON-TANGENTIAL CURVE TO THE RIGHT;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINDBURG ROAD SE ALONG A NON-TANGENTIAL CURVE TO THE RIGHT (RADIAL BEARING OF NORTH 70°03'31" WEST) WITH A RADIUS OF 13.00 FEET, DELTA OF 30°42'38", LENGTH OF 6.97 FEET, AND A CHORD OF SOUTH 35°17'48" WEST 6.88 FEET;

THENCE SOUTH 33°42'45" EAST 37.38 FEET TO A POINT OF NON-TANGENCY;

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT (RADIAL BEARING OF SOUTH 33°39'43" EAST) WITH A RADIUS OF 15.00 FEET, DELTA OF 83°18'04", LENGTH OF 21.81 FEET, AND A CHORD OF SOUTH 82°00'40" EAST 19.94 FEET TO A POINT OF REVERSE CURVATURE (30.00 FEET FROM CENTERLINE);

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 480.00 FEET, DELTA OF 29°28'58", LENGTH OF 246.99, AND A CHORD OF SOUTH 55°06'07" EAST 244.28 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 69°50'36" EAST 53.39 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 970.00 FEET, DELTA OF 9°01'21", LENGTH OF 152.75 FEET, AND A CHORD OF SOUTH 65°19'55" EAST 152.59 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 60°49'15" EAST 105.71 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 530.00 FEET, DELTA OF 11°47'50", LENGTH OF 109.13 FEET, AND A CHORD OF SOUTH 66°43'10" EAST 108.93 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 72°37'05" EAST 383.92 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET, DELTA OF 87°30'55", LENGTH OF 45.82 FEET, AND A CHORD OF SOUTH 28°51'38" EAST 41.50 FEET TO A POINT OF NON-TANGENCY ON THE WESTERLY RIGHT-OF-WAY LINE OF REED ROAD SE (30.00 FEET FROM CENTERLINE);

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 75°06'10" EAST 10.00 FEET TO AN ANGLE POINT (20.00 FEET FROM CENTERLINE);

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 14°53'50" WEST 1290.93 FEET TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARINGS IS ALONG THE EASTERLY LINE OF PARCEL 2 OF PARTITION PLAT [2018-074](#).

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SALEM, AN OREGON MUNICIPAL CORPORATION, ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF OREGON BY WARRANTY DEED RECORDED JUNE 21, 2023 AS [REEL 4716 AND PAGE 484](#).

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PARCEL 2:

A TRACT OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, CITY OF SALEM, MARION COUNTY, OREGON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 11,
THENCE SOUTH 89°37'51" WEST 920.23 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF REED ROAD SE (20.00 FEET FROM CENTERLINE);
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 14°53'50" WEST 280.90 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 14°53'50" WEST 18.00 FEET;
THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 75°06'10" WEST 20.00 FEET TO A LINE THAT IS PARALLEL WITH AND 40.00 FEET WESTERLY OF THE CENTERLINE OF REED ROAD SE;
THENCE ALONG SAID PARALLEL LINE, SOUTH 14°53'50" WEST 359.81 FEET;
THENCE LEAVING SAID PARALLEL LINE, SOUTH 25°28'53" WEST 225.76 FEET;
THENCE SOUTH 71°25'16" WEST 23.40 FEET TO A LINE THAT IS PARALLEL WITH AND 65.00 FEET NORTHERLY OF THE CENTERLINE OF BATTLE CREEK ROAD SE;
THENCE ALONG SAID PARALLEL LINE, NORTH 52°01'13" WEST 272.21 FEET;
THENCE LEAVING SAID PARALLEL LINE, NORTH 25°00'09" EAST 731.58 FEET;
THENCE SOUTH 75°06'10" EAST 183.04 FEET TO A LINE THAT IS PARALLEL WITH AND 40.00 FEET WESTERLY OF THE CENTERLINE OF REED ROAD SE;
THENCE ALONG SAID PARALLEL LINE, SOUTH 14°53'50" WEST 214.32 FEET;
THENCE LEAVING SAID PARALLEL LINE, SOUTH 75°06'10" EAST 20.00 FEET TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARINGS IS ALONG THE EASTERLY LINE OF PARCEL 2 OF PARTITION PLAT [2018-074](#).

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

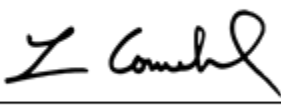
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

- 2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
 - the Commitment to Issue Policy;
 - the Commitment Conditions;
 - Schedule A;
 - Schedule B, Part I—Requirements; and
 - Schedule B, Part II—Exceptions; and
 - a counter-signature by the Company or its issuing agent that may be in electronic form.
- 4.** **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
- 5.** **LIMITATIONS OF LIABILITY**
- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - comply with the Schedule B, Part I—Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Business Registry Business Name Search

[New Search](#)

Business Entity Data

08-08-2024
14:48

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
540110-94	DLLC	ACT	OREGON	08-12-2008	08-12-2025	
Entity Name	SIMPSON HILLS LLC					
Foreign Name						

[New Search](#)

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS		
Addr 1	3950 FAIRVIEW INDUSTRIAL DR SE SUITE 240			
Addr 2				
CSZ	SALEM	OR	97302	Country UNITED STATES OF AMERICA

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT				Start Date	08-12-2008	Resign Date	
Of Record	350001-99	DBN ADMINISTRATIVE SERVICES LLC							
Addr 1	3950 FAIRVIEW INDUSTRIAL DR SE SUITE 240								
Addr 2									
CSZ	SALEM	OR	97302		Country	UNITED STATES OF AMERICA			

Type	MAL	MAILING ADDRESS		
Addr 1	3950 FAIRVIEW INDUSTRIAL DR SE SUITE 240			
Addr 2				
CSZ	SALEM	OR	97302	Country UNITED STATES OF AMERICA

Type	MGR	MANAGER		Resign Date	
Not of Record	PREMIER MANAGEMENT SERVICES CORP				
Addr 1	3950 FAIRVIEW INDUSTRIAL DR SE STE 240				
Addr 2					
CSZ	SALEM	OR	97302	Country	UNITED STATES OF AMERICA

[New Search](#)












Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
SIMPSON HILLS LLC	EN	CUR	08-12-2008	

Please [read](#) before ordering [Copies](#).

[New Search](#)

Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	AMENDED ANNUAL REPORT	06-28-2024		FI		
	AMENDED ANNUAL REPORT	06-22-2023		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	03-13-2023		FI		
	AMENDED ANNUAL REPORT	06-24-2022		FI		
	AMENDED ANNUAL REPORT	06-28-2021		FI		
	AMENDED ANNUAL REPORT	08-12-2020		FI		
	AMENDED ANNUAL REPORT	07-08-2019		FI		
	AMENDED ANNUAL REPORT	07-10-2018		FI		
	ANNUAL REPORT PAYMENT	07-18-2017		SYS		
	ANNUAL REPORT PAYMENT	07-06-2016		SYS		
	ANNUAL REPORT PAYMENT	07-14-2015		SYS		
	ANNUAL REPORT PAYMENT	07-15-2014		SYS		
	ANNUAL REPORT PAYMENT	07-16-2013		SYS		
	ANNUAL REPORT PAYMENT	07-10-2012		SYS		
	ANNUAL REPORT PAYMENT	07-12-2011		SYS		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	07-28-2010		FI		
	ANNUAL REPORT PAYMENT	07-27-2010		SYS		
	AMENDED ANNUAL REPORT	07-14-2009		FI		
	ARTICLES OF ORGANIZATION	08-12-2008		FI	Agent	

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PREMIER MANAGEMENT SERVICES CORP.

**SHAREHOLDER AND DIRECTORS CONSENT
IN LIEU OF ANNUAL MEETINGS**

The undersigned, being the sole shareholder and all of the directors of **Premier Management Services Corp.**, a Washington corporation, (the "Company"), acting pursuant to RCW §23B.07.040 and RCW §23B.08.210 without a meeting, do hereby unanimously adopt the following corporate resolutions, and do hereby unanimously consent to the taking of the actions set forth herein, in lieu of holding an annual meeting for 2024:

ELECTION OF DIRECTORS

RESOLVED, that the following persons are hereby elected by the shareholder to serve as directors of the Company until the next annual meeting of the shareholder and the election and qualification of their successors:

Barton G. Colson
Bradley A. Colson
Susan L. Haider

APPOINTMENT OF OFFICERS

RESOLVED, that the following persons are hereby appointed by the directors to serve as officers of the Company until the next annual meeting and the appointment and qualification of their successors:

President:	Barton G. Colson
Executive Vice President:	Bradley A. Colson
Secretary:	Judee A. Wells
Treasurer:	Susan L. Haider

GENERAL AUTHORITY

The shareholder and directors further ratify, confirm and approve all asset purchases and sales, expenses, distributions, officer/employee salaries and other compensation and other financial transactions reflected in the Company's tax returns and financial reports and ratify, confirm and approve all actions taken by the officers of the Company to effect such transactions.

Having reviewed the affairs of the Company to the date of this consent, the undersigned ratify and confirm the actions of the corporate officers and directors on behalf of the Company to this date.

This consent may be executed in any number of counterparts, each of which shall be an original, and all of such counterparts together shall constitute one and the same instrument. A facsimile of any such signature of this instrument shall be deemed an original hereof.

DATED as of the 31st day of May, 2024.

SHAREHOLDER:

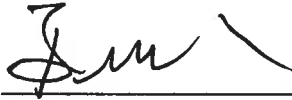
1st PREMIER PROPERTIES LLC, a Washington
limited liability company

By: Premier Management Services Corp., a
Washington corporation, its manager

By: _____
Barton G. Colson, President

DIRECTORS:

Barton G. Colson



Bradley A. Colson



Susan L. Haider

DATED as of the 31st day of May, 2024.

SHAREHOLDER:

1st PREMIER PROPERTIES LLC, a Washington limited liability company

By: Premier Management Services Corp., a Washington corporation, its manager

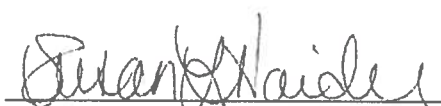
By: 

Barton G. Colson, President

DIRECTORS:


Barton G. Colson

Bradley A. Colson


Susan L. Haider

AMENDED ANNUAL REPORT



Corporation Division
sos.oregon.gov/business

E-FILED
Feb 13, 2024
OREGON SECRETARY OF STATE

REGISTRY NUMBER

35000199

REGISTRATION DATE

03/28/2006

BUSINESS NAME

DBN ADMINISTRATIVE SERVICES LLC

BUSINESS ACTIVITY

SERVES AS REGISTERED AGENT

MAILING ADDRESS

3950 FAIRVIEW INDUSTRIAL DR SE STE 240
SALEM OR 97302 USA

TYPE

DOMESTIC LIMITED LIABILITY COMPANY

PRIMARY PLACE OF BUSINESS

3950 FAIRVIEW INDUSTRIAL DR SE STE 240
SALEM OR 97302 USA

JURISDICTION

OREGON

REGISTERED AGENT

SUSAN HAIDER

3950 FAIRVIEW INDUSTRIAL DR SE STE 240
SALEM OR 97302 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

MANAGER

HARVEST MANAGEMENT SERVICES CORP

9300 NE VANCOUVER MALL DR STE 101
VANCOUVER WA 98662 USA



I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

MEESH PURDY

TITLE

AP SPECIALIST

DATE

02-12-2024



STATEMENT REGARDING SIGNING AUTHORITY

To Whom It May Concern:

Pursuant to the Amended and Restated Limited Liability Company Agreement dated December 27, 2021, and by Written Consent of Board of Directors dated February 21, 2022, of Holt Group Holdings, LLC, (the "Company"), the following Officers are authorized to execute and deliver all documents and instruments by and in the name of the Company:

<u>Name</u>	<u>Title</u>
Greg Kubicek	Chairman, President and Chief Executive Officer
Rian Tuttle	Senior Vice President and Chief Operating Officer
James Reinhart	Senior Vice President, General Counsel and Secretary
Michael Loomis	Senior Vice President of Land Development
William Gruner	Vice President of Finance

I, James C. Reinhart, the undersigned Secretary of Holt Group Holdings, LLC hereby certify that the foregoing is true and correct and remains in full force and effect.

DATE: 4/18/22


James C. Reinhart