



LAND USE APPLICATION

Application Type: Tentative Subdivision

APPLICANT INFORMATION

(Check one box below for designated contact person regarding this application)

Applicant Name: Eric Olsen Daytime Phone: (503) 838-1600
Mailing Address: 170 West Main St. P.O. Box 9 Fax Number: (503) 838-1230
City/State: Monmouth, OR Zip: 97361 Email: Eric@Olsencommunities.com

Agent: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State: _____ Zip: _____ Email: _____

PROPERTY INFORMATION

Intersection of Pringle & Battlecreek 50.8 Acres 083W1100-200, 083W1100-100,
(Street Address or Location of Subject Property) Roads (Total Size of Subject Property) 083W1100-300
Refer to Refinement Plan FMU _____
(Existing Use, Structures, and/or Other Improvements On Site) (Zoning) (Comp Plan Designation)

PROPOSED PROJECT INFORMATION

Mixed Use per Refinement Plan
(Describe the Proposed Use or Development of Subject Property)

NEIGHBORHOOD ASSOCIATION: _____ CONTACTED? Yes No

The City of Salem recognizes, values, and supports the involvement of residents in land use decisions affecting neighborhoods across the city and strongly encourages anyone requesting approval for any land use proposal to contact the affected neighborhood association(s) as early in the process as possible.

Presentation / Q&A session 6/11/14
(Describe Contact with the Affected Neighborhood Association) Date Contacted

SALEM - KEIZER TRANSIT CONTACTED? Yes No

Sent illustrative plan for evaluation 6/30/14
(Describe Contact with Salem - Keizer Transit) Date Contacted

AUTHORIZATION BY PROPERTY OWNER(S) / APPLICANT

*If the applicant and/or property owner is a Limited Liability Company (LLC), please also provide a list of all members of the LLC with your land use application.

(Property owners and contract purchasers are required to authorize the filing of this application and must sign below)

1 All signatures represent that they have full legal capacity to and hereby do authorize the filing of this application and certify that the information and exhibits herewith submitted are true and correct.

2 I (we) hereby grant consent to the City of Salem and its officers, agents, employees, and/or independent contractors to enter the property identified above to conduct any and all inspections that are considered appropriate by the City to process this application.

3 I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property: _____

[Signature] ERIC OLSEN 7/1/14
(Signature) (Print Name) (Date)

[Signature] Rick Gustafson 7/1/14
(Signature) (Print Name) (Date)
90 SPAZ Way, 1140 SW 11th Ave. #500, Portland OR 97205
(Address - Include Zip)

STAFF USE ONLY - DO NOT WRITE BELOW - STAFF USE ONLY
Received By: E.K. Date: 7/3/2014 Receipt No. 14-111665-LD

FAIRVIEW ADDITION^{WEST}

Tentative Subdivision Application



OLSEN DESIGN AND DEVELOPMENT

September 2014

PART 1: COMPLETED APPLICATION FORM

Already submitted.

PART 2: APPLICATION FEE

Already submitted.

PART 3: RECORDED DEED/LAND SALES CONTRACT

Already submitted.

PART 4: TRIP GENERATION ESTIMATE FORM

See attached.

PART 5: TRANSPORTATION IMPACT ANALYSIS

See Fairview Addition Refinement Plan Appendix D.

PART 6: WRITTEN STATEMENT

The attached Refinement Plan, the attached Westech engineering drawings and SRC 143C provides our statement related to subdivision requirements outlined in the application list. Because this is a concurrent application with the Refinement Plan, all attached information therein provides clear and concise responses to all necessary tentative subdivision requirements.

PART 7: TITLE REPORT

Already submitted.

PART 8: TREE INVENTORY AND CONSERVATION PLAN

See attached.

PART 9: GEOLOGIC ASSESSMENT/GEOTECHNICAL REPORT

See Fairview Addition Refinement Plan, Appendix F.

PART 10: PROPOSED STORMWATER MANAGEMENT SYSTEM

See Attached Westech Engineering drawings and Fairview Addition Refinement Plan Appendix H.

PART 11: SCHEMATIC UTILITY PLAN

See Attached Westech Engineering drawings.

PART 12: FUTURE DIVISION PLAN

See Attached Westech Engineering drawings.

PART 13: APPROVED SUBDIVISION NAME

Already submitted.

PART 14: TENTATIVE SUBDIVISION PLAN

See Attached Westech Engineering drawings.



After recording return to:
SFA 2, LLC
3095 Crestview Dr. S.
Salem, OR 97302

Until a change is requested all tax
statements shall be sent to the
following address:
SFA 2, LLC
3095 Crestview Dr. S.
Salem, OR 97302

File No.: 2215916 (KJA)
Date: April 18, 2014

THIS SPACE RESERVED FOR RECORDER'S USE

I certify this to be a true and actual copy of document
recorded 4-22-14 in reel/book 3548 page 477
Marion County, Oregon.
FIRST AMERICAN TITLE COMPANY OF OREGON

By: [Signature]
Recorder

FATCO 2215916

STATUTORY BARGAIN AND SALE DEED

Sustainable Fairview Associates, LLC, Grantor, conveys to **SFA 2, LLC**, an Oregon Limited Liability Company, Grantee, the following described real property:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

The true consideration for this conveyance is **\$1,284,000.00**; true and actual consideration includes other value given, receipt of which by the grantor is acknowledged.. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

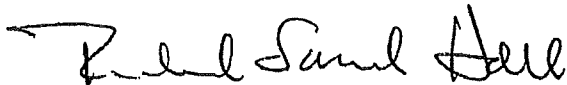
Dated this 21st day of April, 2014.

APN: R32113

Bargain and Sale Deed
- continued

File No.: 7121-2215916 (KJA)
Date: 04/18/2014

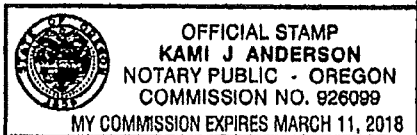
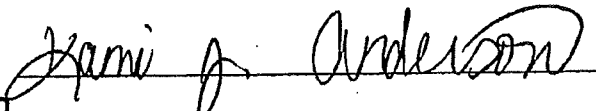
Sustainable Fairview Associates, LLC, an
Oregon limited liability company



By: Richard Samuel Hall, Manager

STATE OF Oregon)
)ss.
County of Marion)

This instrument was acknowledged before me on this 21st day of April, 2014
by Richard Samuel Hall as Manager of Sustainable Fairview Associates, LLC on behalf of the limited
liability company.



Notary Public for Oregon
My commission expires: 2-11-2018

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Marlon, State of Oregon, described as follows:

A PORTION OF THAT TRACT OF LAND DESCRIBED IN THAT DEED RECORDED OCTOBER 17, 2005, IN REEL 2553, PAGE 90, MARION COUNTY DEED RECORDS, LOCATED IN THE NORTHWEST 1/4 OF SECTION 11, AND THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, MARION COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABIJAH CAREY D.L.C. NO. 41, THENCE SOUTH 89°26'43" WEST, 4090.19 FEET TO A POINT; THENCE NORTH 00°23'40" WEST 374.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 34°04'46" WEST 1102.08 FEET TO THE NORTH RIGHT OF WAY LINE OF BATTLE CREEK ROAD SE (MR#839), BEING 30.00 FEET NORTHERLY OF THE CENTERLINE THEREOF; WHEN MEASURED PERPENDICULAR THERETO; THENCE NORTH 55°55'14" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 547.53 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE ALONG THE ARC OF A 495.00 FOOT RADIUS CURVE CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 55°31'34" (THE LONG CHORD BEARS NORTH 28°09'27" WEST, 461.16 FEET), AN ARC DISTANCE OF 479.71 FEET TO A POINT OF TANGENCY; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF PRINGLE ROAD (M.R. 839), BEING 30.00 FEET EASTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO, NORTH 00°23'40" WEST, 1271.06 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN EXHIBIT "C" OF THAT DEED RECORDED OCTOBER 17, 2005, IN REEL 2553, PAGE 90, MARION COUNTY DEED RECORDS; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, ALONG THE NORTHERLY LINE OF SAID DEED NORTH 85°31'43" EAST, 1293.27 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN EXHIBIT "D" THAT DEED RECORDED OCTOBER 17, 2005, IN REEL 2553, PAGE 90, MARION COUNTY DEED RECORDS; THENCE SOUTH 00°29'40" EAST, ALONG THE EAST LINE OF SAID DEED AND THE SOUTHERLY EXTENSION THEREOF, 1172.46 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH FROM PARCEL I REEL 2985, PAGE 084 (TL300) TO PARCEL E REEL 2906, PAGE 500 (TL200)

THAT PORTION OF PARCEL I AS THE SAME IS DESCRIBED IN THE DEED INSTRUMENT RECORDED ON REEL 2685 AT PAGE 84 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL I, THENCE SOUTH 00°23'40" EAST ON THE WEST LINE OF SAID PARCEL I A DISTANCE OF 563.50 FEET TO A POINT NORTH 00°23'40" WEST AND DISTANT 53.00 FEET FROM THE INTERIOR ANGLE POINT IN THE WEST LINE OF SAID PARCEL I, THENCE LEAVING SAID WEST LINE NORTH 34°04'46" EAST ON THE PROLONGATION NORTHEASTERLY OF THE SOUTHERLY PORTION OF THE WEST LINE OF SAID PARCEL I A DISTANCE OF 499.98 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID PARCEL I, THENCE NORTH 62°15'42" WEST ON SAID NORTHERLY LINE A DISTANCE OF 320.92 FEET TO THE POINT OF BEGINNING.

SAVE AND EXCEPT FROM PARCEL E REEL 2906, PAGE 500 (TL200) TO PARCEL I REEL 2985, PAGE 084 (TL300)

THAT PORTION OF PARCEL E AS THE SAME IS DESCRIBED IN THE DEED INSTRUMENT RECORDED ON REEL 2906 AT PAGE 500 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL E SAID POINT BEING NORTH 34°04'46" EAST AND DISTANT 815.46 FEET FROM THE MOST SOUTHERLY CORNER THEREOF, THENCE PERPENDICULAR TO SAID SOUTHEASTERLY LINE NORTH 55°55'14" WEST A DISTANCE OF 30.00 FEET, THENCE PARALLEL WITH SAID SOUTHEASTERLY LINE NORTH 34°04'46" EAST A DISTANCE OF 330.42 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID PARCEL E, THENCE SOUTH 00°23'40" EAST ON SAID EAST LINE A DISTANCE OF 53.00 FEET TO THE MOST EASTERLY SOUTHEAST CORNER OF SAID PARCEL E, THENCE SOUTH 34°04'46" WEST ON THE SOUTHEASTERLY LINE OF SAID PARCEL E A DISTANCE OF 286.73 FEET TO THE POINT OF BEGINNING.

NOTE: This Legal Description was created prior to January 01, 2008.

After Recording, Return To:

Daniel J. Rice
Heltzel Williams P.C.
PO Box 1048
Salem, OR 97308-1048

I certify this to be a true and actual copy of document
recorded 4-22-14 in reel/book 3548 page 478
Marion County, Oregon.
FIRST AMERICAN TITLE COMPANY OF OREGON

By: *Station* Recorder

**AMENDMENT TO COMMERCIAL TRUST DEED
AND PROMISSORY NOTE (ASSUMPTION AGREEMENT)
(Amends Document at Reel 3583, Page 80)**

EFFECTIVE DATE: April 21st, 2014.

PARTIES: Sustainable Fairview Associates, LLC, an Oregon limited liability company, ("SFA"); and

SFA 2, LLC, an Oregon limited liability company ("SFA 2");
and

Richard Samuel Hall and Susan M. Leeson ("Hall and Leeson").

RECITALS:

A. SFA has executed a Promissory Note payable to Hall and Leeson in the principal amount of \$1,800,000 (the "Note.") The Note is secured by a Commercial Trust Deed recorded in Marion County, Oregon at Reel 3583, Page 80 on February 18, 2014. The Trust Deed covers the approximately 51.65 acres of SFA's real property that make up Tax Lot 083W1100200, R 32113. As further security for the Note, SFA has agreed to execute a Second Commercial Trust Deed covering 14.15 acres of the western portions of Parcels 1 (Tax Lot 083W0200100, R 31308) and 7 (083W1100100, R32112) as soon as that land becomes lawfully created by virtue of an appropriate land use proceeding. "Trust Deeds" in this agreement means both of the trust deeds described in this Recital A, and "Trust Property" refers to the land encumbered by either or both of the Trust Deeds.

B. SFA is transferring Tax Lot 200, together with 14.15 acres of the western portions of Parcels 1 and 7 to SFA 2 in two stages. As part of the purchase price, SFA 2 has agreed to assume payment of the Note, the grantor obligations under both Trust Deeds, and all related obligations according to the terms set forth below. Further, SFA 2 has agreed to transfer back to SFA 15 acres of the property, which the parties have generally referred to as the Hilltop parcel, once that 15 acres has been made a lawfully established unit of land.

1 - AMENDMENT OF COMMERCIAL TRUST DEED AND PROMISSORY NOTE
(ASSUMPTION AGREEMENT)

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C. Hall and Leeson have applied a credit to the amount owed on the Note. The balance of the Note as of April 1, 2014 is \$1,325,000. The original principal amount of the Note (\$1.8 million) was set in contemplation that SFA 2 and a co-purchaser would retain the entire 65.8 acres being transferred. The reduction in the debt obligation assumed by SFA 2 is made in recognition of SFA 2's obligation to transfer the 15-acre Hilltop parcel back to SFA upon completion of necessary land use proceedings, according to the terms of the Sale Agreement between SFA and SFA 2. The difference between \$1,325,000 and the amount owed under the Note prior to the credit has been added back to the amount SFA owes to Hall and Leeson under separate loan documents.

AGREEMENT:

1. **Recitals.** The parties incorporate the above recitals into their Agreement by reference.

2. **Assumption of Obligations.** SFA 2, without condition, hereby assumes SFA's obligation to Hall and Leeson to pay all sums due under the Note, subject to the credit referred to in Recital C, above, and to perform all of the grantor obligations under the Trust Deeds, as if SFA 2 were originally liable on the Note and were the original grantor under the Trust Deeds. Upon execution of this Agreement, SFA 2 will be the only party obligated under the Note and Trust Deeds.

3. **Partial Releases under Trust Deed.** Hall and Leeson shall partially release their rights under the Trust Deeds on the following terms:

3(a). **Partial Reconveyance of 21 Acres to SFA 2.** If there is not then an uncured default under the Note or Trust Deeds, in exchange for the payment of \$1 million from SFA 2, Hall and Leeson shall, subject to Section 6 below, execute either one or two Requests for Partial Reconveyance instructing reconveyance of up to 21 acres of Trust Property (to be identified by SFA 2) to SFA 2 free from the lien of the Trust Deeds.

3(b). **Remaining Sums.** Any payments made by SFA2 toward the Note, including the partial payment contemplated in section 3(a) above, shall be credited toward the accrued interest on the Note first and then to the outstanding principal balance. The Trust Deeds will remain attached to any Trust Property not reconveyed and will continue to serve as security for payment of the remaining sums due under the Note.

4. **Consent to Transfers.** Hall and Leeson hereby consent in advance and waive their rights under Section 2 of the Trust Deeds (which contains what are commonly known as "due on transfer" provisions) with respect to changes in the SFA membership resulting from the individuals associated with SFA 2 transferring their SFA membership

2 - AMENDMENT OF COMMERCIAL TRUST DEED AND PROMISSORY NOTE
(ASSUMPTION AGREEMENT)

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interests to SFA in connection with the sale of Trust Property and, subject to Section 6 below, with respect to the following transfers of Trust Property:

- 4(a). The initial transfers of Trust Property from SFA to SFA 2;
- 4(b). The partition and transfer of up to 15 acres of Trust Property from SFA 2 to SFA;
- 4(c). The partition of up to 50.8 acres by SFA2;
- 4(d). The further partition and transfer of up to 21 acres of Trust Property from SFA 2 to a third party;
- 4(e). The sale by land sales contract by SFA2 to the same third party referred to in Section 4(d) of the remaining approximately 30.8 acres of the Trust Property; provided that such sale will be subject and subordinate to the Trust Deeds;
- 4(f). The granting of easements as contemplated in the purchase and sale agreement with the same third party referred to in Section 4(d) and/or pursuant to any agreement between SFA2 and SFA, which easements would be granted as part of the development of the 50.8 acres of property; and
- 4(g). The transfer of SFA2 membership interests by members of SFA2 to the third party referred to in subsection 4(d), or the principal of the third party

Hall and Leeson reserve their rights under Section 2 of the Trust Deeds with respect to any other transfer or changes in the membership of a grantor entity.

5. Consent to Removal of Improvements. Hall and Leeson hereby consent in advance under Section 1.4.3 of the Trust Deeds to the following removal of improvements on Trust Property:

5(a). The removal by SFA2 of any improvement that may be required in order to accomplish the land use approval referred to in Recital A above to create the 14.15 acres of the western portions of Parcels 1 (Tax Lot 083W0200100, R 31308) and 7 (Tax Lot 083W1100100, R 32112).

5(b). The removal of any improvements by SFA2 that may be required as a condition of the contract sale of the remaining 30.8 acres of the Trust Property by SFA2 described in Section 4(e), above.

3 – AMENDMENT OF COMMERCIAL TRUST DEED AND PROMISSORY NOTE
(ASSUMPTION AGREEMENT)

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Hall and Leeson will have no obligation to pay any removal costs. Further, their consent under this Section 5 is subject to the condition that the party or parties removing any improvements will do so in compliance with all applicable laws, regulations, ordinances and orders; will obtain all permits and authorizations that may be required for such removal; and will indemnify and hold Hall and Leeson harmless from all claims, costs, penalties and fees that may be incurred or imposed on account of or in any way relating to or arising from such removal; and all activities associated therewith.

6. Final Land Use Approval Required. Hall and Leeson will have no obligation to execute the Requests for Partial Reconveyance described in Section 3 above unless the Trust Property to be released from the lien of the Trust Deeds and the Trust Property that will remain encumbered have become lawfully established units of land by virtue of a final land use action. Likewise, Hall and Leeson will retain all their rights under Section 2 of the Trust Deeds (the "due on transfer" provisions) with respect to any transfer of Trust Property, including any transfer described in Section 4 above, unless the unit of land being transferred and all units being retained are lawfully created units of land by virtue of a final land use action. A land use action will be considered final for purposes of this agreement when a partition plat or other applicable instrument establishing the units of land and containing all required governmental approvals has been recorded, there are no appeals pending, and the time for the filing of any appeal has expired.

7. Distinct Agreement. The parties and related entities are involved in other agreements involving the Trust Property. The parties expressly desire that their obligations under this transaction be treated as distinct and completely separate from the obligations under other agreements so that no defaults on the other agreements shall excuse any party from performing their obligations under this Agreement.

8. Further Assurances. The parties will promptly execute any documents, provide information, or take other steps that are reasonably required to carry out the intent and purposes of this Agreement.

9. Warranty of Authority. The individuals signing this agreement on behalf of any entity represent and warrant that they have the authority to fully bind the entity to all terms of the agreement and that no further signatures or approvals are needed.

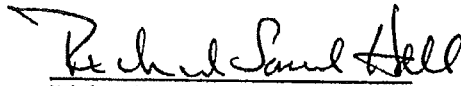
10. Novation. Notwithstanding any provision herein to the contrary or any other provision contained in any agreement between SFA, SFA 2, and/or Hall and Leeson to the contrary, this Assumption Agreement shall constitute a full and complete release and novation of any present or future liability, known or unknown, owed by SFA to SFA 2 and/or Hall and Leeson with respect to the Note and Trust Deeds. SFA shall remain liable for other sums that it owes to Hall and Leeson that is not evidenced by the Note or


4 – AMENDMENT OF COMMERCIAL TRUST DEED AND PROMISSORY NOTE
(ASSUMPTION AGREEMENT)

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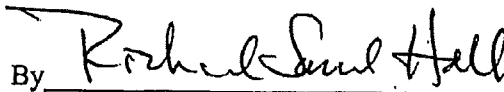
secured by the Trust Deeds, including sums that have been added back to the balance owed to them under separate loan documents in exchange for credit against the Note as described in Recital C above. Without limiting the foregoing, under no circumstances will SFA be liable to SFA 2 and/or Hall and Leeson for any claims, demand, or liabilities arising from a default under the Note or Trust Deeds. SFA 2 is fully substituted for SFA for complete performance of the Note and Trust Deeds and all liability associated therewith.

11. **Remaining Terms.** Except as expressly modified above, all terms of the Note and Trust Deeds shall remain in full force and effect.

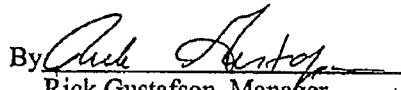

Richard Samuel Hall, Individually


Susan M. Leeson, Individually

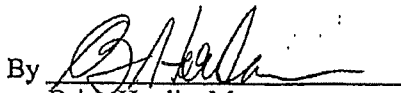
Sustainable Fairview Associates, LLC, an Oregon limited liability company

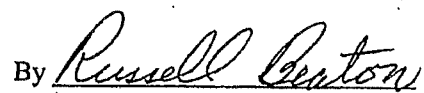
By 
Richard Samuel Hall
Its Managing Member

SFA 2, LLC, an Oregon limited liability company

By 
Rick Gustafson, Manager

By 
Sally M. Miller, Manager

By 
Brian Hardin, Manager

By 
Russell Beaton, Manager

////

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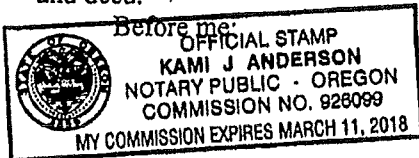
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5 - AMENDMENT OF COMMERCIAL TRUST DEED AND PROMISSORY NOTE
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Marion County, Oregon - ss:

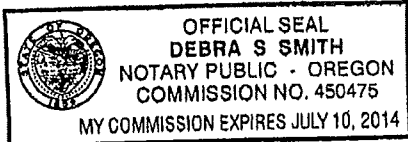
On this 21st day of April, 2014 personally appeared Richard Samuel Hall and acknowledged the foregoing instrument to be his voluntary act and deed.



Kami J. Anderson
Notary Public for Oregon
My Commission Expires: 3-11-2018

Marion County, Oregon - ss:

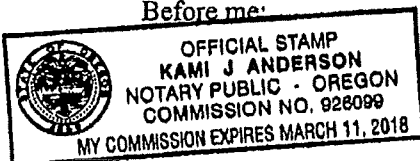
On this 18 day of April, 2014 personally appeared Susan M. Leeson and acknowledged the foregoing instrument to be her voluntary act and deed.



Debra S. Smith
Notary Public for Oregon
My Commission Expires: 7-10-14

Marion County, Oregon - ss

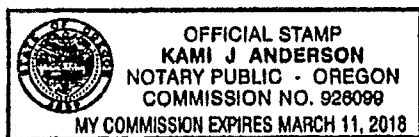
On this 21st day of April, 2014 personally appeared Richard Samuel Hall and, being duly sworn, did say that he is the Managing Member of Sustainable Fairview Associates, LLC and that he executed the foregoing instrument for and on behalf of said LLC by authority of its members, and he acknowledged the instrument to be its voluntary act and deed.



Kami J. Anderson
Notary Public for Oregon
My Commission Expires: 3-11-2018

Marion County, Oregon - ss

On this 21st day of April, 2014 personally appeared Rick Gustafson and, being duly sworn, did say that he is a Manager of SFA 2, LLC and that he executed the foregoing instrument for and on behalf of said LLC by authority of its members, and he acknowledged the instrument to be its voluntary act and deed.



Kami J. Anderson
Notary Public for Oregon
My Commission Expires: 3-11-2018

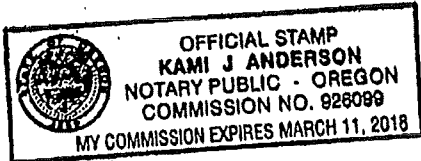
6 - AMENDMENT OF COMMERCIAL TRUST DEED AND PROMISSORY NOTE
(ASSUMPTION AGREEMENT)

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Marion County, Oregon - ss

On this 21st day of April, 2014 personally appeared Sally M. Miller and, being duly sworn, did say that she is a Manager of SFA 2, LLC and that she executed the foregoing instrument for and on behalf of said LLC by authority of its members, and she acknowledged the instrument to be its voluntary act and deed.

Before me:



Kami J. Anderson
Notary Public for Oregon
My Commission Expires: 3-11-2018

Marion County, Oregon - ss

On this 21st day of April, 2014 personally appeared Brian Hardin and, being duly sworn, did say that he is a Manager of SFA 2, LLC and that he executed the foregoing instrument for and on behalf of said LLC by authority of its members, and he acknowledged the instrument to be its voluntary act and deed.

Before me:



Kami J. Anderson
Notary Public for Oregon
My Commission Expires: 3-11-2018

Marion County, Oregon - ss

On this 21st day of April, 2014 personally appeared Russell Beaton and, being duly sworn, did say that he is a Manager of SFA 2, LLC and that he executed the foregoing instrument for and on behalf of said LLC by authority of its members, and he acknowledged the instrument to be its voluntary act and deed.

Before me:



Kami J. Anderson
Notary Public for Oregon
My Commission Expires: 3-11-2018

EXHIBIT E
List of Property Documents

1. Real estate tax statements for the past three years and any correspondence with local assessors in SFA's possession.
2. Copies of all current service contracts in force.
3. List of all significant recurring services costing an average of more than \$1,000 per month (include vendor, cost, and frequency).
4. Summary of any pending third-party claims, governmental citations, and litigation.
5. Any as-built drawings or other plans or specifications relating to the Property that are in SFA's possession or control.
6. Any environmental assessments or audits of the Property that are in SFA's possession or control.
7. Any engineering reports or studies of the Property that are in SFA's possession or control.
8. All other plans, including without limitation the master plan, relating to the Property.
9. Any archeological reports, correspondence or information relating to the Property, including without limitation any documents that reference potential gravesites or graveyards located on the Property.
10. Any other document, contract, memorandum, correspondence, report or information in any form that relates to the Property, its condition, or that would impact the development of the Property.

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Marion, State of Oregon, described as follows:

A PORTION OF THAT TRACT OF LAND DESCRIBED IN THAT DEED RECORDED OCTOBER 17, 2005, IN REEL 2553, PAGE 90, MARION COUNTY DEED RECORDS, LOCATED IN THE NORTHWEST 1/4 OF SECTION 11, AND THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, MARION COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABIJAH CAREY D.L.C. NO. 41, THENCE SOUTH 89°26'43" WEST, 4090.19 FEET TO A POINT; THENCE NORTH 00°23'40" WEST 374.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 34°04'46" WEST 1102.08 FEET TO THE NORTH RIGHT OF WAY LINE OF BATTLE CREEK ROAD SE (MR#839), BEING 30.00 FEET NORTHERLY OF THE CENTERLINE THEREOF; WHEN MEASURED PERPENDICULAR THERETO; THENCE NORTH 55°55'14" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 547.53 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE ALONG THE ARC OF A 495.00 FOOT RADIUS CURVE CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 55°31'34" (THE LONG CHORD BEARS NORTH 28°09'27" WEST, 461.16 FEET), AN ARC DISTANCE OF 479.71 FEET TO A POINT OF TANGENCY; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF PRINGLE ROAD (M.R. 839), BEING 30.00 FEET EASTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO, NORTH 00°23'40" WEST, 1271.06 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN EXHIBIT "C" OF THAT DEED RECORDED OCTOBER 17, 2005, IN REEL 2553, PAGE 90, MARION COUNTY DEED RECORDS; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, ALONG THE NORTHERLY LINE OF SAID DEED NORTH 85°31'43" EAST, 1293.27 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN EXHIBIT "D" THAT DEED RECORDED OCTOBER 17, 2005, IN REEL 2553, PAGE 90, MARION COUNTY DEED RECORDS; THENCE SOUTH 00°29'40" EAST, ALONG THE EAST LINE OF SAID DEED AND THE SOUTHERLY EXTENSION THEREOF, 1172.46 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH FROM PARCEL I REEL 2985, PAGE 084 (TL300) TO PARCEL E REEL 2906, PAGE 500 (TL200)

THAT PORTION OF PARCEL I AS THE SAME IS DESCRIBED IN THE DEED INSTRUMENT RECORDED ON REEL 2685 AT PAGE 84 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL I, THENCE SOUTH 00°23'40" EAST ON THE WEST LINE OF SAID PARCEL I A DISTANCE OF 563.50 FEET TO A POINT NORTH 00°23'40" WEST AND DISTANT 53.00 FEET FROM THE INTERIOR ANGLE POINT IN THE WEST LINE OF SAID PARCEL I, THENCE LEAVING SAID WEST LINE NORTH 34°04'46" EAST ON THE PROLONGATION NORTHEASTERLY OF THE SOUTHERLY PORTION OF THE WEST LINE OF SAID PARCEL I A DISTANCE OF 499.98 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID PARCEL I, THENCE NORTH 62°15'42" WEST ON SAID NORTHERLY LINE A DISTANCE OF 320.92 FEET TO THE POINT OF BEGINNING.

SAVE AND EXCEPT FROM PARCEL E REEL 2906, PAGE 500 (TL200) TO PARCEL I REEL 2985, PAGE 084 (TL300)

THAT PORTION OF PARCEL E AS THE SAME IS DESCRIBED IN THE DEED INSTRUMENT RECORDED ON REEL 2906 AT PAGE 500 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL E SAID POINT BEING NORTH 34°04'46" EAST AND DISTANT 815.46 FEET FROM THE MOST SOUTHERLY CORNER THEREOF, THENCE PERPENDICULAR TO SAID SOUTHEASTERLY LINE NORTH 55°55'14" WEST A DISTANCE OF 30.00 FEET, THENCE PARALLEL WITH SAID SOUTHEASTERLY LINE NORTH 34°04'46" EAST A DISTANCE OF 330.42 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID PARCEL E, THENCE SOUTH 00°23'40" EAST ON SAID EAST LINE A DISTANCE OF 53.00 FEET TO THE MOST EASTERLY SOUTHEAST CORNER OF SAID PARCEL E, THENCE SOUTH 34°04'46" WEST ON THE SOUTHEASTERLY LINE OF SAID PARCEL E A DISTANCE OF 286.73 FEET TO THE POINT OF BEGINNING.

NOTE: This Legal Description was created prior to January 01, 2008.



First American

First American Title Company of Oregon
777 Commercial Street SE, Suite 100
Salem, OR 97301
Phn - (800)742-2414
Fax - (866)849-3065

Order No.: 7121-2215916
March 03, 2014

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

CAROL TROWBRIDGE, Escrow Officer/Closer
Phone: (503)623-5513 - Fax: (866)712-4648- Email: ctrowbridge@firstam.com
First American Title Company of Oregon
807 Main Street, Dallas, OR 97338

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Debbie Filson, Sr. Title Officer
Phone: (503)623-5513 - Email: dfilson@firstam.com

Preliminary Title Report

County Tax Roll Situs Address: Not Yet Assigned, Salem, OR

| | | | | | |
|-------------------------------------|--------------|--------------|------------|----------|-----------|
| 2006 ALTA Owners Standard Coverage | Liability \$ | 1,800,000.00 | Premium \$ | 2,145.00 | BR |
| 2006 ALTA Owners Extended Coverage | Liability \$ | | Premium \$ | | |
| 2006 ALTA Lenders Standard Coverage | Liability \$ | | Premium \$ | | |
| 2006 ALTA Lenders Extended Coverage | Liability \$ | | Premium \$ | | |
| Endorsement 9, 22 | | | Premium \$ | | |
| Govt Service Charge | | | Cost \$ | 25.00 | |
| Other | | | Cost \$ | | |

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a California Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of February 18, 2014 at 8:00 a.m., title to the fee simple estate is vested in:

Sustainable Fairview Associates, LLC

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

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.

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

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 (of existing improvements located on the subject 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.

The exceptions to coverage 1-5 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 premises. 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

6. City liens, if any, of the City of Salem.

Note: There are no liens as of February 26, 2014. All outstanding utility and user fees are not liens and therefore are excluded from coverage.

7. Deferred Water Assessment to the City of Salem, Ordinance #177-78 and Deferred Sewer Assessment to the City of Salem, Ordinance #23-77. Contact John Bolliger at the City of Salem Planning Department (503-588-6211) for further information.
8. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
9. Restrictive Covenant and Reservation of Mineral Rights, including terms and provisions thereof.
Recorded: August 01, 2003 in Reel 2170, Page 69, Film Records

Modification and/or amendment by instrument:

Recording Information: August 11, 2004 in Reel 2361, Page 109, Film 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, Page 69, Film Records above, recorded January 25, 2006 in Reel 2598, Page 116, Film Records.
(Affects said Land and other properties)

10. Easement, including terms and provisions contained therein:
Recording Information: May 04, 2004 in Reel 2312, Page 104, Film Records
In Favor of: The State of Oregon
For: Road and utility and incidental purposes
(Affects said Land and other properties)
11. Infrastructure Agreement Agreement and the terms and conditions thereof:
Between: Sustainable Fairview Associates, LLC and Sustainable Investments, LLC
And: City of Salem
Recording Information: September 22, 2005 in Reel 2540, Page 426, Film Records
(Affects said Land and other properties)

Second Administrative change to the Infastructure Agreement recorded August 18, 2011 in Reel 3309, Page 210, Film Records.
12. Order approving formation of the Sustainable Fairview Development District, including terms and provisions thereof.
Recorded: October 14, 2005 in Reel 2552, Page 04, Film Records
(Affects said Land and other properties)
13. The By-Laws, including the terms and provisions thereof of Sustainable Fairview Community Master Association, Inc.
Recorded: September 08, 2010 in Reel 3212, Page 106, Film Records
14. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: September 08, 2010 in Reel 3212, Page 107, Film Records
15. The By-Laws, including the terms and provisions thereof of Sustainable Fairview Community Mixed-Use Association, Inc.
Recorded: September 08, 2010 in Reel 3212, Page 108, Film Records
16. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: September 08, 2010 in Reel 3212, Page 109, Film Records

17. Side Agreement to the Infrastructure Agreement and the terms and conditions thereof:
Between: Sustainable Fairview Associates, LLC., an Oregon limited liability company ("SFA")
And: Simpson Hills LLC, an Oregon limited liability company ("SH")
Recording Information: January 11, 2011 in Reel 3250, Page 279, Film Records
18. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Sustainable Fairview Associates, LLC, an Oregon limited liability company
Grantee/Beneficiary: Richard Samuel Hall and Susan M. Leeson
Trustee: AmeriTitle
Amount: \$1,800,000.00
Recorded: February 18, 2014
Recording No.: Reel 3583, Page 80, Film Records
(Affects said Land and other properties)
19. Any conveyance or encumbrance by Sustainable Fairview Associates, LLC should be executed pursuant to their Operating Agreement , a copy of which should be submitted to this office for inspection.

- END OF EXCEPTIONS -

NOTE: We find no judgments or United States Internal Revenue liens against SFA2,LLC or Sustainable Investments, LLC

NOTE: Taxes for the year 2013-2014 PAID IN FULL

Tax Amount: \$23,241.18
Map No.: 083W11 00200
Property ID: R32113
Tax Code No.: 92401000

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: NONE

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!**

RECORDING INFORMATION

Filing Address: **First American Title Recorder for Marion County**
280 Liberty St SE, Ste 100, Salem, OR 97302
P.O. Box 825, Salem, OR 97308

Recording Fees: \$ **41.00** per document (most documents) (1st page)
\$ **5.00** per additional page
\$ **20.00** non-standard fee
\$ **5.00** each additional title
\$ **5.00** each additional reference

cc: SFA2,LLC
cc: Sustainable Fairview Associates, LLC
cc: Shetterly Irick & Ozias
PO BOX 105, Dallas, OR 97338



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

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) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) 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.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) 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;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) 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
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. 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.
6. 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) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. 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).

ALTA OWNER'S POLICY (06/17/06)

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) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) 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.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) 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;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. 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.

SCHEDULE OF STANDARD 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. 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 (of existing improvements located on the subject 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.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Exhibit "A"

Real property in the County of Marion, State of Oregon, described as follows:

A PORTION OF THAT TRACT OF LAND DESCRIBED IN THAT DEED RECORDED OCTOBER 17, 2005, IN REEL 2553, PAGE 90, MARION COUNTY DEED RECORDS, LOCATED IN THE NORTHWEST 1/4 OF SECTION 11, AND THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, MARION COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABIJAH CAREY D.L.C. NO. 41, 4090.19 FEET TO A POINT; THENCE NORTH 00°23'40" WEST 374.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 34°04'46" WEST 1102.08 FEET TO THE NORTH RIGHT OF WAY LINE OF BATTLE CREEK ROAD SE (MR#839), BEING 30.00 FEET NORTHERLY OF THE CENTERLINE THEREOF; WHEN MEASURED PERPENDICULAR THERETO; THENCE NORTH 55°55'14" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 547.53 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE ALONG THE ARC OF A 495.00 FOOT RADIUS CURVE CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 55°31'34" (THE LONG CHORD BEARS NORTH 28°09'27" WEST, 461.16 FEET), AN ARC DISTANCE OF 479.71 FEET TO A POINT OF TANGENCY; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF PRINGLE ROAD (M.R. 839), BEING 30.00 FEET EASTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO, NORTH 00°23'40" WEST, 1271.06 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN EXHIBIT "C" OF THAT DEED RECORDED OCTOBER 17, 2005, IN REEL 2553, PAGE 90, MARION COUNTY DEED RECORDS; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, ALONG THE NORTHERLY LINE OF SAID DEED NORTH 85°31'43" EAST, 1293.27 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN EXHIBIT "D" THAT DEED RECORDED OCTOBER 17, 2005, IN REEL 2553, PAGE 90, MARION COUNTY DEED RECORDS; THENCE SOUTH 00°29'40" EAST, ALONG THE EAST LINE OF SAID DEED AND THE SOUTHERLY EXTENSION THEREOF, 1172.46 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH FROM PARCEL I REEL 2985, PAGE 084 (TL300) TO PARCEL E REEL 2906, PAGE 500 (TL200)

THAT PORTION OF PARCEL I AS THE SAME IS DESCRIBED IN THE DEED INSTRUMENT RECORDED ON REEL 2685 AT PAGE 84 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL I, THENCE SOUTH 00°23'40" EAST ON THE WEST LINE OF SAID PARCEL I A DISTANCE OF 563.50 FEET TO A POINT NORTH 00°23'40" WEST AND DISTANT 53.00 FEET FROM THE INTERIOR ANGLE POINT IN THE WEST LINE OF SAID PARCEL I, THENCE LEAVING SAID WEST LINE NORTH 34°04'46" EAST ON THE PROLONGATION NORTHEASTERLY OF THE SOUTHERLY PORTION OF THE WEST LINE OF SAID PARCEL I A DISTANCE OF 499.98 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID PARCEL I, THENCE NORTH 62°15'42" WEST ON SAID NORTHERLY LINE A DISTANCE OF 320.92 FEET TO THE POINT OF BEGINNING.

SAVE AND EXCEPT FROM PARCEL E REEL 2906, PAGE 500 (TL200) TO PARCEL I REEL 2985, PAGE 084 (TL300)

THAT PORTION OF PARCEL E AS THE SAME IS DESCRIBED IN THE DEED INSTRUMENT RECORDED ON REEL 2906 AT PAGE 500 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL E SAID POINT BEING NORTH 34°04'46" EAST AND DISTANT 815.46 FEET FROM THE MOST SOUTHERLY CORNER THEREOF, THENCE PERPENDICULAR TO SAID SOUTHEASTERLY LINE NORTH 55°55'14" WEST A DISTANCE OF 30.00 FEET, THENCE PARALLEL WITH SAID SOUTHEASTERLY LINE NORTH 34°04'46" EAST A DISTANCE OF 330.42 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID PARCEL E, THENCE SOUTH 00°23'40" EAST ON SAID EAST LINE A DISTANCE OF 53.00 FEET TO THE MOST EASTERLY SOUTHEAST CORNER OF SAID PARCEL E, THENCE SOUTH 34°04'46" WEST ON THE SOUTHEASTERLY LINE OF SAID PARCEL E A DISTANCE OF 286.73 FEET TO THE POINT OF BEGINNING.

NOTE: This Legal Description was created prior to January 01, 2008.



First American

First American Title Company of Oregon
777 Commercial Street SE, Suite 100
Salem, OR 97301
Phn - (800)742-2414
Fax - (866)849-3065

Order No.: 7121-2215924
March 03, 2014

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

CAROL TROWBRIDGE, Escrow Officer/Closer
Phone: (503)623-5513 - Fax: (866)712-4648- Email:ctrowbridge@firstam.com
First American Title Company of Oregon
807 Main Street, Dallas, OR 97338

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Debbie Filson, Sr.Title Officer
Phone: (503)623-5513 - Email: dfilson@firstam.com

Preliminary Title Report

County Tax Roll Situs Address: 2250 Old Strong Road SE, Salem, OR 97302

| | | | | |
|-------------------------------------|--------------|-----|------------|-------|
| 2006 ALTA Owners Standard Coverage | Liability \$ | TBD | Premium \$ | TBD |
| 2006 ALTA Owners Extended Coverage | Liability \$ | | Premium \$ | |
| 2006 ALTA Lenders Standard Coverage | Liability \$ | | Premium \$ | |
| 2006 ALTA Lenders Extended Coverage | Liability \$ | | Premium \$ | |
| Endorsement | | | Premium \$ | |
| Govt Service Charge | | | Cost \$ | 50.00 |
| Other | | | Cost \$ | |

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a California Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of February 19, 2014 at 8:00 a.m., title to the fee simple estate is vested in:

Sustainable Fairview Associates, LLC

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

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.

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

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 (of existing improvements located on the subject 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.

The exceptions to coverage 1-5 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 premises. 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
6. City liens, if any, of the City of Salem.
- Note: There are no liens as of February 26, 2014. All outstanding utility and user fees are not liens and therefore are excluded from coverage.
7. Deferred Water Assessment to the City of Salem, Ordinance #177-78 and Deferred Sewer Assessment to the City of Salem, Ordinance #23-77. Contact John Bolliger at the City of Salem Planning Department (503-588-6211) for further information.
8. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
9. Restrictive Covenant and Reservation of Mineral Rights, including terms and provisions thereof.
Recorded: August 01, 2003 in Reel 2170, Page 69, Film Records

Modification and/or amendment by instrument:

Recording Information: August 11, 2004 in Reel 2361, Page 109, Film 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, Page 69, Film Records above, recorded January 25, 2006 in Reel 2598, Page 116, Film Records.
(Affects said Land and other properties)

10. Easement, including terms and provisions contained therein:
Recording Information: May 04, 2004 in Reel 2312, Page 104, Film Records
In Favor of: The State of Oregon
For: Road and utility and incidental purposes
(Affects said Land and other properties)
11. Infrastructure Agreement Agreement and the terms and conditions thereof:
Between: Sustainable Fairview Associates, LLC and Sustainable Investments, LLC
And: City of Salem
Recording Information: September 22, 2005 in Reel 2540, Page 426, Film Records
(Affects said Land and other properties)

Second Administrative change to the Infastructure Agreement recorded August 18, 2011 in Reel 3309, Page 210, Film Records.
12. Order approving formation of the Sustainable Fairview Development District, including terms and provisions thereof.
Recorded: October 14, 2005 in Reel 2552, Page 04, Film Records
(Affects said Land and other properties)
13. The By-Laws, including the terms and provisions thereof of Sustainable Fairview Community Master Association, Inc.
Recorded: September 08, 2010 in Reel 3212, Page 106, Film Records
14. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: September 08, 2010 in Reel 3212, Page 107, Film Records
15. The By-Laws, including the terms and provisions thereof of Sustainable Fairview Community Mixed-Use Association, Inc.
Recorded: September 08, 2010 in Reel 3212, Page 108, Film Records
16. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: September 08, 2010 in Reel 3212, Page 109, Film Records

- 17. Side Agreement to the Infrastructure Agreement Agreement and the terms and conditions thereof:
 Between: Sustainable Fairview Associates, LLC., an Oregon limited liability company ("SFA")
 And: Simpson Hills LLC, an Oregon limited liability company ("SH")
 Recording Information: January 11, 2011 in Reel 3250, Page 279, Film Records
- 18. The legal description contained in this preliminary title report covers more property than is intended for the transaction. We will require a surveyor's legal description covering the specific property. A sale or conveyance of said parcel may be in violation of the partition statutes as set out under O.R.S. 92.010.92.190.
- 19. Any conveyance or encumbrance by Sustainable Fairview Associates, LLC should be executed pursuant to their Operating Agreement , a copy of which should be submitted to this office for inspection.

- END OF EXCEPTIONS -

NOTE: This Preliminary Title 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 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 block.

NOTE: We find no judgments or United States Internal Revenue liens against SFA2, LLC or Sustainable Investments, LLC

NOTE: Taxes for the year 2013-2014 PAID IN FULL

Tax Amount: \$25,405.27
 Map No.: 083W02 00100
 Property ID: R31308
 Tax Code No.: 92401000
 (Affects Parcel II)

NOTE: Taxes for the year 2013-2014 PAID IN FULL

Tax Amount: \$1,898.46
 Map No.: 083W11 00100
 Property ID: R32112
 Tax Code No.: 92401000
 (Affects Parcel I)

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: NONE

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!**

RECORDING INFORMATION

Filing Address: **First American Title Recorder for Marion County**
280 Liberty St SE, Ste 100, Salem, OR 97302
P.O. Box 825, Salem, OR 97308

Recording Fees: \$ **41.00** per document (most documents) (1st page)
\$ **5.00** per additional page
\$ **20.00** non-standard fee
\$ **5.00** each additional title
\$ **5.00** each additional reference

cc: SFA2, LLC
cc: Sustainable Fairview Associates, LLC
cc: Shetterly Irick & Ozias
PO BOX 105, Dallas, OR 97338



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

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) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any Improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) 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.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) 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;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) 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
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. 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.
6. 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) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. 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).

ALTA OWNER'S POLICY (06/17/06)

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) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any Improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) 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.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) 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;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. 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.

SCHEDULE OF STANDARD 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. 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 (of existing improvements located on the subject 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.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TI 149 Rev. 7-22-08



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Exhibit "A"

Real property in the County of Marion, State of Oregon, described as follows:

PARCEL I:

A PORTION OF THAT TRACT OF LAND DESCRIBED AS PARCEL 7 OF THAT DEED RECORDED AUGUST 11, 2004 IN REEL 2361, PAGE 109, MARION COUNTY DEED RECORDS, LOCATED IN THE NORTHWEST AND NORTHEAST ONE-QUARTERS OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, MARION COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A POINT ON THE SOUTH LINE AND 20.00 CHAINS SOUTH 89°30' START FROM THE SOUTHWEST CORNER OF THE DONATION LAND CLAIM OF ABIJAH CARY AND WIFE IN TOWNSHIP 8 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, MARION COUNTY, OREGON; THENCE SOUTH 89°30' EAST 22.00 CHAINS ALONG THE SOUTH LINE OF THE CARY CLAIM TO THE SOUTHWEST CORNER OF A TRACT OF LAND SOLD TO J.W. HODSON BY F.E. PAYNE AND RECORDED IN VOLUME 31, PAGE 37 OF THE RECORDS OF CONVEYANCES, IN THE MARION COUNTY RECORDS OFFICE; THENCE NORTH 20.20 CHAINS ALONG THE WEST LINE OF SAID TRACT OF LAND; THENCE WEST 21.83 CHAINS TO W.W. SKINNER'S LAND; THENCE SOUTH 0°30' WEST 20.05 CHAINS TO THE PLACE OF BEGINNING.

EXCEPTING THE FOLLOWING DESCRIBED PORTION OF SAID PARCEL 7:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 7, SAID POINT BEING ON THE SOUTH LINE OF THE ABIJAH CAREY D.L.C. NO. 41 AND BEARS SOUTH 89°26'43" WEST, 2626.80 FEET FROM THE SOUTHEAST CORNER OF SAID D.L.C. NO. 41; THENCE ALONG SAID SOUTH LINE OF D.L.C. NO. 41, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID PARCEL 7, SOUTH 89°26'43" WEST, 1463.39 FEET TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED AS PARCEL 2 IN SAID REEL 2361, PAGE 109; THENCE LEAVING SAID SOUTH LINE OF D.L.C. NO. 41 AND THE SOUTHERLY LINE OF PARCEL 7, ALONG THE EASTERLY LINE OF SAID PARCEL 2 NORTH 00°23'40" WEST, 990.64 FEET; THENCE LEAVING SAID EASTERLY LINE OF PARCEL 2 SOUTH 62°15'50" EAST, 1587.39 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 19°05'48" (THE LONG CHORD BEARS SOUTH 71°48'44" EAST, 66.35 FEET), AN ARC DISTANCE OF 66.66 FEET TO THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED AS PARCEL 4 IN SAID REEL 2361, PAGE 109, AND A POINT OF NON-TANGENCY; THENCE ALONG SAID WESTERLY LINE OF PARCEL 4 SOUTH 00°33'17" EAST, 216.98 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION PARCEL I AS THE SAME IS DESCRIBED IN THE DEED INSTRUMENT RECORDED ON REEL 2985 AT PAGE 084 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID PARCEL I, SAID POINT BEING SOUTH 62°15'42" EAST AND DISTANT 1197.30 FEET FROM THE MOST NORTHERLY CORNER THEREOF, THENCE LEAVING SAID NORTHERLY LINE SOUTH 47°58'52" WEST A DISTANCE OF 13.47 FEET, THENCE NORTH 42°01'08" WEST A DISTANCE OF 17.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND WEST THE RADIAL CENTER OF WHICH BEARS SOUTH 47°58'52" WEST AT A DISTANCE OF 107.00 FEET, THENCE NORTH AND WEST ON SAID CURVE THROUGH A CENTRAL ANGLE OF 20°14'34" FOR AN ARC DISTANCE OF 37.80 FEET TO A TANGENT CUSP WITH THE NORTHERLY LINE OF SAID PARCEL I, THENCE SOUTH 62°15'42" EAST ON SAID NORTHERLY LINE A DISTANCE OF 58.03 FEET TO THE POINT OF BEGINNING.

SAVE AND EXCEPT THAT PORTION OF PARCEL C AS THE SAME IS DESCRIBED IN THE DEED INSTRUMENT RECORDED ON REEL 2906 AT PAGE 500 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID PARCEL C, BEING SOUTH 62°15'42" EAST AND DISTANT 1197.30 FEET FROM THE SOUTHWEST CORNER THEREOF, THENCE LEAVING SAID SOUTHERLY LINE NORTH 47°58'52" EAST A DISTANCE OF 78.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND EAST THE RADIAL CENTER OF WHICH BEARS SOUTH 42°01'08" EAST A DISTANCE OF 247.50 FEET, THENCE NORTH AND EAST ON SAID CURVE THROUGH A CENTRAL ANGLE OF 08°18'21" FOR AN ARC DISTANCE OF 35.88 FEET, THENCE NORTH 56°17'13" EAST A DISTANCE OF 66.85 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH AND EAST THE RADIAL CENTER OF WHICH BEARS NORTH 55°58'07" EAST A DISTANCE OF 450.00 FEET, THENCE NORTH AND EAST ON SAID CURVE THROUGH A CENTRAL ANGLE OF 35°48'44" FOR AN ARC DISTANCE OF 281.27, THENCE SOUTH 69°50'38" EAST A DISTANCE OF 50.30 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID PARCEL C, THENCE SOUTH 00°33'17" EAST ON SAID EAST LINE A DISTANCE OF 125.86 FEET TO THE SOUTHEAST CORNER THEREOF AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH AND EAST THE RADIAL CENTER OF WHICH BEARS NORTH 08°38'55" EAST AT A DISTANCE OF 200.00 FEET, THENCE NORTH AND WEST ON THE SOUTH LINE OF SAID PARCEL C ON SAID CURVE THROUGH A CENTRAL ANGLE OF 19°04'07" FOR AN ARC DISTANCE OF 66.56 FEET, THENCE CONTINUING ON SAID SOUTH LINE NORTH 62°15'42" WEST A DISTANCE OF 390.23 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II:

A tract of land located in the South one-half of Section 2 and the North one-half of Section 11, Township 8 South, Range 3 West of the Willamette Meridian, City of Salem, Marion County, Oregon, and being more particularly described as follows:

Commencing at the Southeast corner of Lot 21 of "PRINGLE HEIGHTS ADDITION", a subdivision recorded in Volume 22, Page 3 of the Marion County Plat Records; thence North 89°01'41" West along the Southerly boundary of said plat, 716.66 feet to the Easterly line of that tract described in Volume 1062, Page 37, Marion County Deed Records; thence leaving said Southerly boundary South 20°59'04" East along said Easterly line, 427.17 feet; thence continuing along said Easterly boundary South 00°23'44" East 536.27 feet to the point of beginning, thence leaving said Easterly line North 87°57'27" East 296.20 feet; thence North 87°57'19" East, 392.53 feet; thence North 59°32'11" East, 37.89 feet; thence North 87°28'45" East 119.75 feet; thence North 36°47'50" East 557.01 feet; thence North 30°12'05" East 390.95 feet to the Southwesterly right-of-way line of Strong Road (C.R. 839), 20.00 feet from the centerline thereof; thence along said right-of-way line the following (2) two courses: South 44°17'55" East 40.94 feet to a point of curvature; thence along the arc of a 7,657.53 foot radius curve concave Southwesterly, through a central angle of 2°40'48" (the long chord bears South 42°57'31" West, 358.15 feet), an arc distance of 358.18 feet to the Westerly line of that tract of land described as Parcel 4 in Reel 2361, Page 109, Marion County Deed Records, and a point of non-tangency; thence leaving said Southwesterly right-of-way line, along said Westerly line of Parcel 4 South 00°32'58" East, 979.19 feet to the Northerly line of that tract of land described as Parcel 7 in said Reel 2361, Page 109; thence leaving said Westerly line of Parcel 4, along said Northerly line of Parcel 7 South 89°03'41" West, 1459.72 feet to the Easterly line of that tract of land described as Parcel 2 in said Reel 2361, Page 109; thence leaving said Northerly line of Parcel 7, along said Easterly line of Parcel 2, North 00°23'21" West, 223.28 feet to the Northeast corner of said Parcel 2; thence along the northerly line of said Parcel 2, South 85°32'02" West, 190.74 feet to the Easterly line of that tract of land described in said Volume 1062, Page 37; thence along said Easterly line North 00°23'44" West 253.10 feet to the point of beginning.

NOTE: This legal description was created prior to January 1, 2008.