



LAND USE APPLICATION

Application Typ REFINEMENT PLAN FAIRVIEW ADDITION

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 (Comp Plan Designation)
(Existing Use, Structures, and/or Other Improvements On Site) (Zoning)

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)

All signatories 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.

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.

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] Rich Gustafson 7/1/14
(Signature) (Print Name) (Date)
409AZ, 1140 SW 14th 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. 14-111666-20

**RESOLUTION OF
SFA2, LLC**

The undersigned, being all of the duly appointed and acting managers of SFA2, LLC, an Oregon limited liability company, hereby adopt the following resolution:

BE IT RESOLVED that Rick Gustafson, is hereby authorized to execute and deliver, for and on behalf of SFA2, LLC, and in the name of SFA2, LLC, any and all documents relating to the development of that certain real property of SFA2, LLC commonly known as the "Fairview Property," as more particularly shown on the map attached hereto. Rick Gustafson is authorized, on behalf of SFA2, LLC, to execute and deliver any land use, permit or other development approval applications or other submittals to the City of Salem, the State of Oregon, or any other agency, for permits, licenses, orders or other approvals that may be required for development of the property, as Rick Gustafson, in his absolute discretion, may approve or consider necessary or desirable. The execution of any such documents by Rick Gustafson shall be conclusive evidence of SFA2, LLC's approval and authorization of the LLC in the performance thereof.

By:



Rick Gustafson, Manager

Date: August __, 2014

Brian Hardin

Date: August __, 2014

Sally Miller

Date: August __, 2014



Russ Beaton

Date: August 8, 2014

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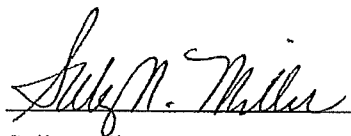
By:

Rick Gustafson, Manager

Date: August __, 2014

Brian Hardin

Date: August __, 2014



Sally Miller

Date: August 14, 2014

Russ Beaton

Date: August __, 2014

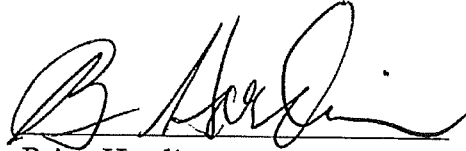
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By:

Rick Gustafson, Manager
Date: August __, 2014



Brian Hardin
Date: August 12, 2014

Sally Miller
Date: August __, 2014

Russ Beaton
Date: August __, 2014



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.

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.

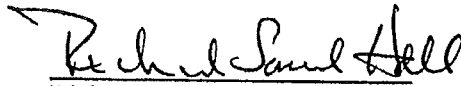
10. Novation. Notwithstanding any provision herein to the contrary or any other provision contained in any agreement between SFA, SFA 2, and/or Hall and Leeson to the contrary, this Assumption Agreement shall constitute a full and complete release and novation of any present or future liability, known 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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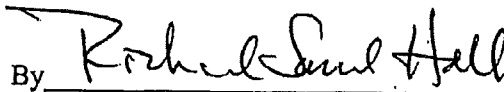
secured by the Trust Deeds, including sums that have been added back to the balance owed to them under separate loan documents in exchange for credit against the Note as described in Recital C above. Without limiting the foregoing, under no circumstances will SFA be liable to SFA 2 and/or Hall and Leeson 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.

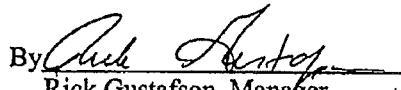

Richard Samuel Hall, Individually


Susan M. Leeson, Individually

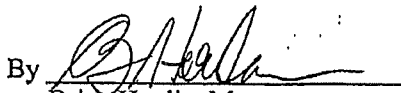
Sustainable Fairview Associates, LLC, an Oregon limited liability company

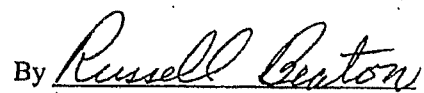
By 
Richard Samuel Hall
Its Managing Member

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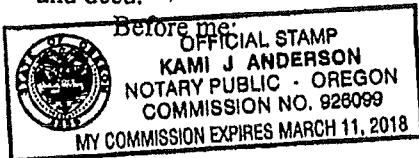
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5 - AMENDMENT OF COMMERCIAL TRUST DEED AND PROMISSORY NOTE
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Marion County, Oregon - ss:

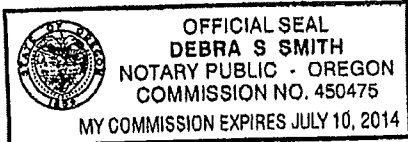
On this 21st day of April, 2014 personally appeared Richard Samuel Hall and acknowledged the foregoing instrument to be his voluntary act and deed.



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

Marion County, Oregon - ss:

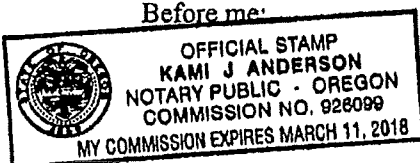
On this 18 day of April, 2014 personally appeared Susan M. Leeson and acknowledged the foregoing instrument to be her voluntary act and deed.



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

Marion County, Oregon - ss

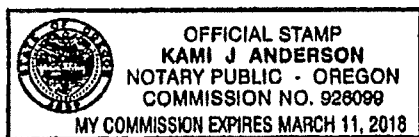
On this 21st day of April, 2014 personally appeared Richard Samuel Hall and, being duly sworn, did say that he is the Managing Member of Sustainable Fairview Associates, LLC and that he executed the foregoing instrument for and on behalf of said LLC by authority of its members, and he acknowledged the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

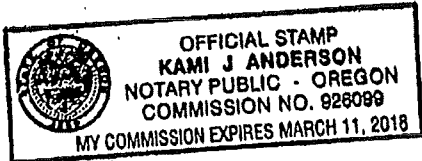
6 - AMENDMENT OF COMMERCIAL TRUST DEED AND PROMISSORY NOTE
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Marion County, Oregon - ss

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:

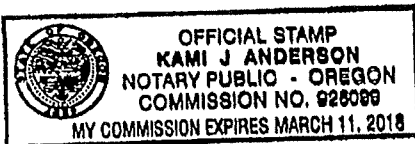


Kami J. Anderson
Notary Public for Oregon
My Commission Expires: 3-11-2018

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.