



Land Use Application

Planning/Permit Application Center

City Hall / 555 Liberty St. SE / Room 320 / Salem, OR 97301-3513

503-588-6173 * planning@cityofsalem.net

If you need the following translated in Spanish, please call 503-588-6256.

Si usted necesita lo siguiente traducido en español, por favor llame 503-588-6256.

(For office use only)

Permit #: **20-106698**

Application type

Please describe the type of land use action requested:

New 6-unit apartments: waive preapp meeting, class 2 site plan review, class 2 adjustments to unit density in CO and to street setbacks

Work site location and information

Street address or location of subject property	1795 Fairgrounds Rd NE, Salem, OR 97301
Total size of subject property	7345 SqFt
Assessor tax lot numbers	073W23BA03600
Existing use structures and/or other improvements on site	Vacant Land. Formerly a single-family dwelling (demo'd in 1962).
Zoning	CO
Comprehensive Plan Designation	Commercial
Project description	Build new 6-unit apartment complex from ground up.

People information

	Name	Full Mailing Address	Phone Number and Email address
Applicant	Brandon Fahlman	295 Patterson St NW, Salem, OR 97304	503-930-2786, bfahlman@gmail.com
Agent			

Project information

Project Valuation for Site Plan Review	540,000.00
Neighborhood Association	Grant
Have you contacted the Neighborhood Association?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Date Neighborhood Association contacted	4/1/20
Describe contact with the affected Neighborhood Association (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.)	contacted neighborhood co-chairs for input and chance to present project to the association. Emails with visuals to the association members.
Have you contacted Salem-Keizer Transit?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Date Salem-Keizer Transit contacted	
Describe contact with Salem-Keizer Transit	NA

Authorization by property owner(s)/applicant

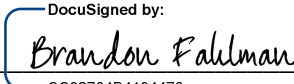
***If the applicant and/or property owner is a Limited Liability Company (LLC), please also provide a list of all members of the LLC with your application.**

Copyright release for government entities: I hereby grant permission to the City of Salem to copy, in whole or part, drawings and all other materials submitted by me, my agents, or representatives. This grant of permission extends to all copies needed for administration of the City's regulatory, administrative, and legal functions, including sharing of information with other governmental entities.

Authorizations: Property owners and contract purchasers are required to authorize the filing of this application and must sign below.

- § 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.
- § 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:

Electronic signature certification: By attaching an electronic signature (whether typed, graphical or free form) I certify herein that I have read, understood and confirm all the statements listed above and throughout the application form.

Authorized Signature:  DocuSigned by:
CC32704B4194470...

Print Name: Brandon Fahlman Date: 4/3/20

Address (include ZIP): 295 Patterson St NW, Salem, OR 97304

Authorized Signature:

Print Name: Brandon Fahlman Date: 4/3/20

Address (include ZIP):

(For office use only)		
Received by Austin Ross	Date: 04/03/2020	Receipt Number: 20-106698

Not using Internet Explorer?

Save the file to your computer and email to planning@cityofsalem.net.



Sale Agreement # 1795 Fairgrounds

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
 2 to the following agency relationships in this transaction: **Brandon Fahlman**
 3 _____ (Name of Buyer's Agent(s)*), Oregon Lic. # **200701012**
 4 of **Kithkin Real Estate LLC** _____ (Name of Real Estate Firm(s)*)
 5 Buyer's Agent's Office Address **295 Patterson St NW, Salem, OR 97304**, Company Lic. # **201216045**
 6 Phone #1 **(503)930-2786** Phone #2 **(503)930-2786** E-mail **brandon@kithkinre.com**
 7 is/are the agent of (check one): ☒ Buyer exclusively ("Buyer Agency"). ☐ Both Buyer and Seller ("Disclosed Limited Agency").
 8 **N/A** _____ (Name of Seller's Agent(s)*), Oregon Lic. # _____
 9 of _____ (Name of Real Estate Firm(s)*)
 10 Seller's Agent's Office Address _____, Company Lic. # _____
 11 Phone #1 _____ Phone #2 _____ E-mail _____
 12 is/are the agent of (check one): ☐ Seller exclusively ("Seller Agency"). ☐ Both Buyer and Seller ("Disclosed Limited Agency").
 13 ***If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be**
 14 **disclosed above.**

15 If both parties are each represented by one or more Agent in the same Real Estate Firm, and Agents are supervised by the same principal broker
 16 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker shall become the disclosed limited agent for both Buyer and
 17 Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).
 18 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this
 19 Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency
 20 Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

21 Buyer DocuSigned by: Brandon Fahlman, Member Print **QOZ Thirty LLC** Date **3/9/2020 | 5:12 PM PDT**
 22 Buyer CC32704B4194470... Print _____ Date _____
 23 Seller DocuSigned by: Michael Beranbaum Print **Cannery Local No. 670 Health Division** Date **3/9/2020 | 7:43 PM CDT**
 24 Seller AAA4EF4904DC423... Print _____ Date _____

VACANT LAND REAL ESTATE SALE AGREEMENT

25 **THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL**
 26 **ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING,**
 27 **NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW DEFINITIONS AND INSTRUCTIONS**
 28 **SECTION BELOW.**

29 **1. PRICE/PROPERTY DESCRIPTION:** Buyer (print name(s)) **QOZ Thirty LLC**

30 _____
 31 offers to purchase from Seller (print name(s)) **Cannery Local No. 670 Health Division**
 32 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of **Marion**,
 33 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
 34 **1795 Fairgrounds Rd NE, Salem, OR 97301**
 35 _____

36 (Buyer and Seller agree if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with Section 7
 37 (Title Insurance), below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)
 38 for the Purchase Price (in U.S. currency) of _____ A \$ **63,000.00**
 39 on the following terms: Earnest money herein receipted for _____ B \$ **2,500.00**
 40 on _____, as additional earnest money, the sum of _____ C \$ _____
 41 at or before Closing, the balance of down payment _____ D \$ _____
 42 at Closing and upon delivery of ☒ DEED ☐ CONTRACT the balance of the Purchase Price..... E \$ **60,500.00**
 43 shall be paid as agreed in Financing Section of the Agreement. (Lines B, C, D and E should equal Line A)

Buyer Initials BFM / Date **3/9/2020 | 5:12 PM PDT**

Seller Initials MB / Date **3/9/2020 | 7:43 PM**

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FINANCING

2. BALANCE OF PURCHASE PRICE: (Select A or B)

Buyer represents Buyer has liquid and available funds for the earnest money deposit and down payment, and if an all cash transaction, the full purchase price, sufficient to Close the transaction described herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other property, 401K disbursements, etc.), except as follows (describe): _____

A. ☒ This is an all cash transaction. Buyer to provide verification ("Verification") of readily available funds as follows (select only one):
☒ Buyer has attached a copy of the Verification with the submission of this Agreement to Seller ☐ Buyer will provide Seller with the Verification within _____ business days (five [5] if not filled in) after this Agreement has been signed and accepted; or ☐ Other (Describe): _____

Seller may notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within _____ business days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. Upon such disapproval, all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. **If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded and this transaction shall be terminated.**

B. ☐ Balance of Purchase Price to be financed through one of the following Loan Programs (Select only one): ☐ Conventional;
☐ Other (Describe): _____ (hereinafter "Loan Program"). **Buyer agrees to seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as "Lender") participating in the Loan Program selected above.**

C. Pre-Approval Letter. ☐ Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender or mortgage broker; ☐ Buyer does not have a Pre-Approval Letter at the time of making this offer; ☐ Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: _____

3.1 FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Price, then this transaction is subject to the following financing contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and, (3) Other (Describe): _____

Except as otherwise provided herein, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

3.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies identified above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have _____ business days (two [2] if not filled in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing an OREF 057 **Termination Agreement** and/or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur within the time period identified in this Section 3.2 (Failure of Financing Contingencies), this transaction shall be automatically terminated and all earnest money shall be promptly refunded to Buyer. Buyer understands upon termination of this transaction, Seller shall have the right to place the Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

3.3 BUYER REPRESENTATION REGARDING FINANCING: Buyer makes the following representations to Seller: (1) Buyer's completed loan application, as hereinafter defined, shall be submitted to the Lender who provided the Pre-Approval Letter, a copy of which has been delivered to Seller, or will be, pursuant to Section 2C (Pre-Approval Letter), above.

(2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than _____ business days (three [3] if not filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property; and (vi) the loan amount sought.

(3) Buyer agrees if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within _____ business days (three [3] if not filled in - but not to exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the loan.

(4) Buyer will thereafter complete all paperwork requested by the Lender in a timely manner, and exercise best efforts (including payment of all application, appraisal and processing fees, where applicable) to obtain the loan.

Buyer Initials BFM / _____ Date 3/9/2020 | 5:12 PM PDT

Seller Initials MB / _____ Date 3/9/2020 | 7:43 PM

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92 (5) Buyer understands and agrees Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which may
93 be withheld in Seller's sole discretion.

94 (6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments
95 regarding Buyer's financing and the time of Closing.

96 (7) Buyer shall request the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section 10 of this Agreement, (or
97 Section 1 of the **OREF 058 Professional Inspection Addendum** if used).

98 (8) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
99 status.

100 **4.1 INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the
101 Property. Additionally, lenders may require proof of property/casualty/fire insurance as a condition of the loan.

102 **4.2 FLOOD INSURANCE; ELEVATION CERTIFICATE:** If the Property is located in a designated flood zone, flood insurance may be required
103 as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation
104 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between
105 a home or building, and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain
106 floods. The amount of flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC,
107 depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by
108 the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. **If the**
109 **Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, lenders may require an EC as**
110 **a condition of loan approval. For more information, go to the following website www.fema.gov.**

111 **5. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,**
112 **ETC.):** Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement
113 (hereinafter a "Seller Carried Transaction"), Oregon law requires, unless exempted, individuals offering or negotiating the terms must hold a
114 mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal
115 advice is strongly recommended. If this is a Seller-Carried Transaction, Buyer and Seller are advised to review the OREF 032 Seller-Carried
116 Transactions Buyer and Seller Advisory. Buyer and Seller agree as follows (select only one):

117 ☐ (a) Use the **OREF 033 Seller-Carried Transaction Addendum** and related forms; or

118 ☐ (b) Secure separate legal counsel to negotiate and draft the necessary documents or employ an MLO

119 Seller and Buyer agree regardless of whether (a), or (b) is selected, they will reach a signed written agreement upon the terms and
120 conditions of such financing (e.g., down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within
121 ___ business days (ten [10] if not filled in) commencing on the next business day following the date they have signed and accepted this
122 Sale Agreement ("Negotiation of Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation
123 of Terms Period, or such other times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer
124 and this transaction shall be automatically terminated. **Caveat: Buyer's and Seller's Agents are not authorized to render advice on**
125 **these matters. Buyer and Seller are advised to secure competent legal advice while engaged in a Seller-Carried Transaction.**

126 **6. ADDITIONAL FINANCING PROVISIONS (e.g. Closing Costs):** Not Applicable
127
128

CONTINGENCIES

130 **7. TITLE INSURANCE:** When this Agreement is signed and accepted by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from
131 the title insurance company selected at Section 16 (Escrow) below, a preliminary title report and copies of all documents of record ("the Report and
132 Documents of Record" for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 23.3 (Definitions/Instructions),
133 below. Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (**If,**
134 **upon receipt, the Report and Documents of Record are not fully understood, Buyer should contact the title insurance company for**
135 **further information or seek competent legal advice). The Buyer's and Seller's Agents are not qualified to advise on specific legal or title**
136 **issues.)** Upon receipt of the Report and Documents of Record Buyer shall have 5 business days (five [5] if not filled in) within which to notify
137 Seller, in writing, of any matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to
138 timely object in writing shall constitute acceptance of the Report and/or Documents of Record. However, Buyer's failure to timely object shall not

Buyer Initials BFM / Date 3/9/2020 | 5:12 PM PDT

Seller Initials MB / Date 3/9/2020 | 7:43 PM

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139 relieve Seller of the duty to convey marketable title to the Property pursuant to Section 21 (Deed), below. If, within 5 business days (five [5] if not
 140 filled in) following Seller's receipt of the Objections, Seller fails to remove or correct the matters identified therein, or fails to give written assurances
 141 reasonably satisfactory to Buyer of removal or correction prior to Closing, all earnest money shall be promptly refunded to Buyer, and this
 142 transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after
 143 Closing, the title insurance company shall furnish to Buyer, an owner's standard form policy of title insurance insuring marketable title in the
 144 Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed
 145 as part of this transaction. **(Note: This Section 7 (Title Insurance) provides Seller will pay for Buyer's standard owner's policy of title
 146 insurance. In some areas of the country, such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated
 147 Disclosure Rules ["The Rules"], there are limitations, regulations and disclosure requirements on "seller concessions", unless the
 148 product or service paid for by the Seller was one customarily paid by sellers in residential sales transactions. In Oregon, sellers
 149 customarily and routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 7
 150 (Title Insurance) are modified in writing by Buyer and Seller, the parties acknowledge, agree and so instruct Escrow, in this transaction,
 151 Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under the Rules or any other federal
 152 law.)**

153 **8. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS:** The following list identifies some, but not all, environmental conditions found in and
 154 around all real property that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants
 155 in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about
 156 these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for
 157 information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions. Buyer understands it is
 158 advisable to have a complete inspection of the Property by qualified licensed professional(s), relating to such matters as soil
 159 condition/compaction/stability, environmental issues, survey, zoning, availability of utilities, and suitability for Buyer's intended purpose. Neither the Buyer's nor
 160 Seller's Agents are qualified to conduct such inspections and shall not be responsible to do so. For further details, Buyer is encouraged to review the Buyer
 161 Advisory at www.oregonrealtors.org and the Oregon Public Health Division at www.oregon.gov.

162 **Check only one box below:**

163 ☒ **LICENSED PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected
 164 by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired
 165 invasive inspections that may include testing or removal of any portion of the Property including, for example, radon and mold.
 166 Buyer shall have the right to enter the property and to conduct an investigation and a feasibility study of the suitability of the property for Buyer's
 167 intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, or other land use
 168 restrictions, and availability of utilities.
 169 **Identify Invasive Inspections: Underground Tank Inspection**

170 Buyer understands Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's
 171 behalf. Buyer shall have 10 business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement
 172 (hereinafter "the Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any
 173 inspection report. Buyer shall not provide all or any portion of the inspection reports to Seller unless requested by Seller. However, at any time
 174 during this transaction, or promptly following termination, upon request by Seller, Buyer shall promptly provide a copy of such reports or portions of
 175 reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer.
 176 Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the Inspection Period,
 177 Buyer may notify Seller, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest
 178 money deposits shall be promptly refunded, and this transaction shall be terminated. **If Buyer fails to provide Seller with written unconditional
 179 disapproval of any inspection report(s) by 5:00 P.M. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the
 180 condition of the Property. Note if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding
 181 Buyer's requested repairs, the Inspection Period shall automatically terminate unless the parties agree otherwise in writing.**

182 ☐ **ALTERNATIVE INSPECTION PROCEDURES: OREF-058 PROFESSIONAL INSPECTION ADDENDUM**

183 ☐ **OTHER INSPECTION ADDENDUM**

184 ☐ **BUYER'S WAIVER OF INSPECTION CONTINGENCY:** Buyer represents to Seller and all Agents and Firms Buyer is fully satisfied with the condition
 185 of the Property and all elements and systems thereof and **knowingly and voluntarily** elects to waive the right to have any inspections performed as a
 186 contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

187 **9.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? ☐ Yes ☒ No.
 188 If the Property contains a private well, the **OREF 082 Private Well Addendum** will be attached to this Sale Agreement.

Buyer Initials BFM / Date 3/9/2020 | 5:12 PM PDT

Seller Initials MB / Date 3/9/2020 | 7:43 PM

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Sale Agreement # 1795 Fairgrounds

189 **9.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? ☐ Yes ☒ No If the Property contains a
 190 septic/onsite sewage system, the **OREF 081 Septic/Onsite Sewage System Addendum** will be attached to this Sale Agreement.

191 **10.1 SELLER PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledg, subject to certain exclusions, Oregon's Seller Property Disclosure Law
 192 (ORS 105.462 - 105.490) applies only to real property transactions improved with 1-to-4 family dwellings, and does not apply to transactions involving vacant
 193 land.

194 **10.2 SELLER VACANT LAND DISCLOSURES:** Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019
 195 Vacant Land Disclosure Addendum (the "**Disclosure Addendum**") for delivery to all prospective buyers making offers to purchase the Property. The
 196 **Disclosure Addendum** addresses the current condition of the Property, and asks Seller to provide pertinent documents and information. Seller's answers
 197 are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests.
 198 Notwithstanding receipt and review of Seller's completed **Disclosure Addendum**, Buyer is cautioned to exercise their own due diligence by using experts
 199 and specialists of Buyer's choice. Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the **Disclosure**
 200 **Addendum**, Buyer shall have a **right to revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall**
 201 **commence on the first business day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to**
 202 **Buyer with all relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the**
 203 **transaction at any time until said delivery and the Revocation Period has expired, or the time of closing, whichever first occurs.**

204 **Buyer(s) to check one box below:**

205 ☐ Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is
 206 signed and accepted by the parties. Buyer **does not waive** the right of revocation provided therein.

207 ☐ Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is
 208 signed and accepted by the parties. Buyer expressly **waives** the right of revocation provided therein.

209 ☒ Buyer expressly **waives** the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom.

SELLER REPRESENTATIONS

210
 211
 212 **11. SELLER REPRESENTATIONS:** Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following
 213 representations to Buyer:

214 (1) The Property is served by and/or connected to (*check all that apply*): ☒ a public sewer system; ☐ an onsite sewage system; ☒ a
 215 public water system; ☐ a private well and/or shared well; ☐ other (e.g., surface springs, cistern, etc.) described: _____
 216 ☐ none of the preceding.

217 (2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.

218 (3) Seller has no notice of any liens or assessments to be levied against the Property.

219 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or
 220 planned, which could detrimentally affect the use, development, or value of the Property.

221 (5) Seller knows of no material defects in or about the Property.

222 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

223 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-
 224 resource uses (e.g., cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (e.g., for harvesting, fishing,
 225 hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation,
 226 etc.; (d) supplier agreements, production processing commitments or other similar contracts.

227 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.

228 (9) Water rights (e.g., irrigation, agricultural), for not less than (Seller to complete) _____ acres, have been utilized and applied for
 229 beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to
 230 certain conditions. Buyer should verify compliance with appropriate agency.

231 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
 232 structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.

233 (11) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in
 234 making any previously disclosed material information relating to the Property substantially misleading or incorrect.

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VACANT LAND REAL ESTATE SALE AGREEMENT- Page 5 of 11



Sale Agreement # 1795 Fairgrounds

235 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (11)
 236 are: N/A (For more exceptions see Addendum _____).

237 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu
 238 of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where
 239 appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither
 240 the Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any aspects of the Property.

241 **12.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion
 242 of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by
 243 executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of
 244 Oregon law.

245 **12.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** Seller and Buyer are advised during Closing, a Federal law, known as the Foreign Investment
 246 in Real Property Tax Act of 1980 ("FIRPTA"), requires a buyer to withhold a portion of a seller's proceeds (up to 15% of the Purchase Price) if the
 247 real property is located within the United States and the seller is a "foreign person" who does not qualify for an exemption. A "foreign person"
 248 includes a nonresident alien individual, foreign corporation that has not made an election under Section 897(i) of the Internal Revenue Code to be
 249 treated as a domestic corporation, foreign partnership, foreign trust, or a foreign estate, but it does not include a resident alien individual.
 250 If FIRPTA applies (i.e. Seller is a foreign person), even if there is an exemption, Buyer and Seller must so inform Escrow to determine the extent to
 251 which Escrow can assist the parties in compliance with FIRPTA (see OREF 092 - FIRPTA Advisory). Seller's failure or refusal to comply with
 252 FIRPTA requirements constitutes a material default under this Agreement.

253 If FIRPTA does not apply (i.e. Seller is not a foreign person), then Seller shall complete, sign, and deliver to Escrow a form of certification of non-
 254 foreign status provided by escrow that complies with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. If Seller fails or
 255 refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller understands and agrees Seller will be presumed to be a
 256 foreign person in which case the terms of the above paragraph applies. Escrow is hereby instructed to act as a "Qualified Substitute" and provide
 257 Buyer with a qualified substitute statement that complies with the requirements of 26 USC § 1445(b)(9) in lieu of the Certificate at Closing so Seller's
 258 personal information is not disclosed to Buyer.

259 If Escrow is unable or unwilling to assist with the FIRPTA-related portion of the Closing (including, without limitation, providing the form Certificate or
 260 acting as a Qualified Substitute), Buyer or Seller (as applicable) has the right, but not the obligation, to move Escrow to another Oregon licensed
 261 escrow agent who is willing to assist with the FIRPTA-related portion of the Closing, in which case the parties' shall share equally in the cost of any
 262 cancellation fees (if applicable). If, due to moving Escrow, this transaction cannot be closed by the Closing Date, the parties agree that the Closing
 263 Date will be extended for a reasonable period of time not to exceed five (5) business days to accommodate moving the transaction to the new
 264 escrow agent.

265 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the
 266 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
 267 related the law and regulations. For further information, Seller and Buyer should go to: www.irs.gov.

268 **12.3 AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY:** The Agricultural Foreign Investment Disclosure Act of 1978
 269 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions and holdings
 270 to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their attorney regarding this
 271 requirement.

272 **13. "AS-IS":** Except for Seller's express written agreements and written representations contained herein, and Seller's Property Disclosure, if
 273 any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent.

MISCELLANEOUS ITEMS

275 **14. TOWNHOME/PLANNED COMMUNITY/HOMOWNER'S ASSOCIATION:** Is the property a townhome, in a planned community, or have a
 276 Homeowner's Association? ☐ Yes ☒ No ☐ Unknown.

277 **15. ADDITIONAL PROVISIONS:** Brandon Fahlman, the Managing Member for QOZ Thirty LLC, is licensed in the State of Oregon as a Real
 278 Estate Principal Broker.

279 _____
 280 _____
 281 _____ For additional provisions, see Addendum _____.

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CLOSING/ESCROW

16. ESCROW: This transaction shall be Closed at Amerititle ("Escrow"), a neutral escrow located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise provided herein. Unless otherwise provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs and any encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms shall be paid at Closing in accordance with the listing agreement, buyer representation agreement or other written agreement for compensation.

17. PRORATIONS: Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property shall be as of: (check one) ☒ the Closing Date; ☐ date Buyer is entitled to possession; or ☐ _____.

18.1 EARNEST MONEY DEPOSIT(S) AND BUYER INSTRUCTIONS: When this Sale Agreement is signed and accepted by Buyer and Seller, the following instructions shall apply to the handling of Buyer's earnest money deposit in the sum of \$ 2,500.00 ('the Deposit').

18.2 The Deposit shall be payable by wire transfer or check and deposited within 3 (three [3] if not filled in) business days (the "Deposit Deadline") as follows (check all that apply):

- ☒ Directly with Escrow;
- ☐ Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing; and/or
- ☐ Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing;
- ☐ As follows: _____

Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than 5:00 pm on the last day of the Deposit Deadline. The failure to do so may result in a breach of the Sale Agreement under Sections 19.2 and 19.3 (Earnest Money Refund to Buyer and Earnest Money Payment to Seller), below.

If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance with the above-selected instructions, or (Describe): N/A

Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms shall have no further responsibility to Buyer or Seller regarding said funds.

19.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a copy of this Agreement marked "rejected" by Seller, or Seller's Agents Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest money to Buyer; (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of such deposits.

19.2 EARNEST MONEY REFUND TO BUYER: If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then all earnest money deposits shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other legal remedies available to Buyer.

19.3 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has materially misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make an wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement, then Seller, at Seller's option, may terminate this Agreement and all earnest money paid or agreed to be paid shall be paid to Seller as liquidated damages. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, and said earnest money deposit(s) identified herein shall represent a binding liquidated sum, and it is a fair, reasonable and appropriate pre-estimate of Seller's damages, and is not a penalty. **It is the intention of the parties, the Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the**

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Sale Agreement # 1795 Fairgrounds

328 material terms of this Agreement shall be limited to the amount of earnest money paid or agreed to be paid herein. Seller's right to recover
 329 from Buyer any unpaid earnest money agreed to be paid herein shall be in accordance with the provisions of the Dispute Resolution
 330 Sections below.

331 **20.1 CLOSING:** Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 05/08/2020 ("the Closing
 332 Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller. Buyer and
 333 Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date.
 334 Caveat: Section 5 (Seller-Carried Financing) requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or
 335 mortgage.

336 **20.2 THE CLOSING DISCLOSURE:** If the Property will be used, or is expected to be used, as Buyer's primary residence, and lender financing is
 337 involved, pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive a federally-required
 338 document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID requires the Closing
 339 Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in
 340 most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure
 341 late in the transaction could result in a delay in Closing to comply with the three business day rule. **Such a delay beyond the Closing Deadline**
 342 **could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.**

343 **20.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the actual
 344 costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs
 345 for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. **Seller and Buyer are encouraged to discuss this with**
 346 **Escrow prior to Closing.**

347 **21. DEED:** Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or
 348 similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning
 349 ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants, conditions and restrictions
 350 of record, and those matters accepted by Buyer pursuant to Section 7 (Title Insurance). If Buyer's title will be held in the name of more than one person see
 351 Section 30 (Offer to Purchase) regarding forms of co-ownership.

352 **22. POSSESSION:** Seller shall deliver possession of the Property to Buyer (select one):

- 353 (1) ☒ by 5:00 p.m. on Closing;
 354 (2) ☐ by _____ ☐ a.m. ☐ p.m. _____ days after Closing;
 355 (3) ☐ by _____ ☐ a.m. ☐ p.m. on the _____ day of _____, _____.

DEFINITIONS/INSTRUCTIONS

357 **23. DEFINITIONS/INSTRUCTIONS:** (1) Buyer and Seller: Any reference to Buyer and Seller in this agreement shall include singular and plural.
 358 (2) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon
 359 and the respective real estate companies with which they are affiliated.
 360 (3) Time is of the essence of this Agreement.
 361 (4) Except as provided in Section 7 (Title Insurance), above, all written notices or documents, required or permitted under this Agreement to be
 362 delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of
 363 this transaction with the title company identified at Section 16 (Escrow), above, Buyer, Seller, and their respective Agents, where applicable, shall
 364 provide escrow with their preferred means of notification (e.g., email or text address, facsimile number, or mailing or personal delivery address, or
 365 other), which shall serve as the primary location for receipt of all notices or documents (hereinafter, "Contact Location")
 366 (5) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section, above are not parties to this Agreement but are subject to Section
 367 29.3 (Mediation and Arbitration Involving Agents/Firms).
 368 (6) A "business day" shall mean Monday through Friday, except recognized state and/or federal holidays.
 369 (7) Any reference in the Agreement to a specific time shall refer to the time in the time zone where the Property is located.
 370 (8) "Agreement" or "sale agreement" collectively shall be defined as this real estate sale agreement in its entirety and includes any written offer,
 371 counteroffer, or addendum in any form or language that adds to, amends or otherwise modifies this real estate sale agreement that has been signed
 372 and accepted in accordance with the requirements of item 8 herein.

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(9) The phrase "signed and accepted" in the printed text of this Sale Agreement, or any addendum or counteroffer, however designated (collectively, "the Agreement" or "the Sale Agreement"), shall mean the date and time either the Seller and/or Buyer has/have: (a) Signed their acceptance of the Agreement received from the other party, or their Agents, and (b) Transmitted it to the sending party, or their Agent, either by manual delivery ("Manual Delivery"), facsimile or electronic mail (collectively, "Electronic Transmission"). When the Agreement is "signed and accepted" as defined herein, the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their offer or counteroffer, as the case may be.

(10) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 15 (Additional Provisions) of this Sale Agreement.

(11) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after the date they have signed and accepted it.

(12) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without prior written consent of Seller.

(13) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

(14) Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, shall terminate as of 5:00 p.m. on the last day of that deadline, however designated.

(15) Notice. As used in this Agreement and any document relating to this Agreement, "Notice" shall mean the providing of a true and accurate copy of the document to the other party or their Agent. Notice shall be deemed delivered as of (a) the date and time the notice is sent by email or fax, (b) the time the notice is personally delivered to either the Agent or the Agent's Office, or (c) three (3) calendar days after the date the notice is mailed.

24. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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. 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 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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.

25. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them, and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction.

26. LEVY OF ADDITIONAL PROPERTY TAXES: The Property: (check one) ☐ is ☒ is not specially assessed for property taxes (e.g., farm, forest or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest that may be levied or recaptured against the Property and shall hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 26 (Levy of Additional Property Taxes).

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VACANT LAND REAL ESTATE SALE AGREEMENT- Page 9 of 11



Sale Agreement # 1795 Fairgrounds

DISPUTE RESOLUTION

27. FILING OF CLAIMS: All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth herein, which shall survive Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be placed in the county where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or statute of ultimate repose, and for purposes of filing a *lis pendens*. BY CONSENTING TO THE PROVISIONS HEREIN, BUYER AND SELLER ACKNOWLEDGE THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL COURT, INCLUDING ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS.

28. EXCLUSIONS: The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®; (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures described herein for the adjudication of any Claims.

29.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller, within the jurisdiction of the Small Claims Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

29.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's and/or Seller's Agent is a member of the National Association of REALTORS®, all Claims shall be submitted to mediation as offered by the local Realtor Association, if available. If mediation is not available through the Agent's Realtor® organization, then all Claims shall be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller shall be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party shall not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

29.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms shall be resolved in accordance with the mediation and arbitration process described in Section 29.2 (Mediation and Arbitration Between Buyer and Seller) above, and if applicable, the prevailing party shall be entitled to an award of attorney fees, filing fees, cost, disbursements, and mediator and arbitrator fees, as provided therein.

SIGNATURE INSTRUCTIONS

30. OFFER TO PURCHASE: Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer acknowledges receipt of a completely filled in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges Buyer has not relied upon any oral or written statements, made by Seller or any Agents that are not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement.

Deed or contract shall be prepared in the name of **QOZ Thirty LLC**

Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship. Agents are not qualified to provide advice on these issues. Once the form of ownership is determined, Buyer should promptly notify Escrow.

This offer shall automatically expire on (insert date) **March 13, 2020** at **5** ☐ a.m. ☒ p.m., (the "Offer Deadline"), if not accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted by Seller only in writing.

DocuSigned by:
Buyer Brandon Fahlman, Member Date 3/9/2020 | 5:12 PM PDT
QOZ Thirty LLC

Buyer _____ Date _____ a.m. ____ p.m. ←

Address **295 Patterson St NW** **Salem** **OR** Zip **97304**

Buyer Initials BFM / _____ Date 3/9/2020 | 5:12 PM PDT

Seller Initials MB / _____ Date 3/9/2020 | 7:43 PM

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VACANT LAND REAL ESTATE SALE AGREEMENT- Page 10 of 11

Sale Agreement # **1795 Fairgrounds**

466 Phone #1 **(503)930-2786** Phone #2 _____ E-mail **bfahlman@gmail.com**
 467 This offer was delivered/transmitted to Seller for signature on (insert date) **3/9/2020 | 5:12 PM PDT** at _____ ☐ a.m. ☐ p.m.,
 468 By **Brandon Fahlman** (Agent(s) presenting offer).

469 **31. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNST MONEY: Seller accepts Buyer's offer. Seller acknowledges**
 470 **receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges Seller has not**
 471 **relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in this Agreement.**

472 Seller Michael Branbaum Date **3/9/2020 | 7:43 PM CDT** _____ a.m. _____ p.m. ←
Cannery Local No. 670 Health Division

473 Seller _____ Date _____ a.m. _____ p.m. ←

474 Address **750 Browning Ave SE** **Salem** **OR** Zip **97302**

475 Phone #1 **(206)794-6682** Phone #2 _____ E-mail **mberanbaum@teamster670.org**

476 **Note: If delivery/transmission occurs after the Offer Deadline identified at Section 30 (Offer to Purchase), above, it will not**
 477 **become binding upon Seller and Buyer unless the parties agree to extend said Deadline by an Addendum, Counteroffer, or other**
 478 **writing, jointly signed by the parties. The parties' failure to do so shall be treated as a rejection under Section 32 (Seller's**
 479 **Rejection), below, and this transaction shall be automatically terminated.**

480 **32. SELLER'S REJECTION/COUNTER OFFER (select only one):** ☐ Seller does not accept the above offer, but makes the attached counter offer;
 481 ☐ Seller rejects Buyer's offer.

482 Seller _____ Date _____ a.m. _____ p.m. ←
Cannery Local No. 670 Health Division

483 Seller _____ Date _____ a.m. _____ p.m. ←

484 Address **750 Browning Ave SE** **Salem** **OR** Zip **97302**

485 Phone #1 **(206)794-6682** Phone #2 _____ E-mail **mberanbaum@teamster670.org**

486 **NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY**
 487 **SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY BUYER'S OR**
 488 **SELLER'S AGENT TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.**

Buyer Initials BFM / _____ Date **3/9/2020 | 5:12 PM PDT**

Seller Initials MB / _____ Date **3/9/2020 | 7:43 PM**

This form has been licensed for use solely by Brandon Fahlman pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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OREF 008

VACANT LAND REAL ESTATE SALE AGREEMENT- Page 11 of 11



320 Church St. NE, Salem, OR 97301
PHONE (503)581-1431 FAX (503)364-8716

March 18, 2020
File Number: 359067AM
Report No.: 1
Title Officer: Carlee Novak
Escrow Officer: Tasha Walery

PRELIMINARY TITLE REPORT

Property Address: 1795 Fairgrounds Rd NE, Salem, OR 97301

Policy or Policies to be issued:

OWNER'S STANDARD COVERAGE

Proposed Insured: **QOZ Thirty LLC**

Liability

\$63,000.00

Premium

\$339.00

Local Government Lien Search

\$40.00

We are prepared to issue ALTA (06/17/06) title insurance policy(ies) of Old Republic National Title Insurance Company, in the usual form insuring the title to the land described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

and dated as of 6th day of March, 2020 at 7:30 a.m., title is [vested in:](#)

**Teamsters Local 670 Health Division Cannery Distributors Co., Inc. Pharmacy - Dental - Vision, successor
by merger to Cannery Local No. 670 Building Association, an Oregon Corporation**

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

GENERAL 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.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

SPECIAL EXCEPTIONS:

Tax Information:

Taxes assessed under Code No. 92401000 Account No. R84704 Map No. 07S-03W-23BA 03600

NOTE: The 2019-2020 Taxes: \$738.32, are Paid

6. City liens, if any, of the City of Salem. (none as of March 17, 2020)
7. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
8. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
9. Rights of tenants under existing leases or tenancies.
10. For title insurance purposes in connection with transactions involving real property interests held by non-profit corporations, the Company will require the following documents in order to insure a conveyance or encumbrance by the corporation named below:
Corporation: Teamsters Local 670 Health Division Cannery Distributors Co., Inc., a Nonprofit corporation
 - (a) A copy of the corporation by-laws and articles.
 - (b) An original or certified copy of the resolution authorizing the subject transaction.
 - (c) Minutes of the meeting at which said resolution was passed.
 - (d) If the articles or by-laws require the approval of a parent organization, we will also require a copy of those by-laws and articles.
11. The Company will require a copy of the Operating Agreement (including any approvals of withdrawal of member(s) or acceptance of new member(s)) and the Articles of Organization of COZ Thirty LLC for its examination prior to closing. Any conveyance or encumbrance of the Limited Liability Company's property must be executed by all of the members unless otherwise provided for in the Operating Agreement.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

INFORMATIONAL NOTES:

NOTE: As of the date hereof, there are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties:

QOZ Thirty LLC

NOTE: We find no activity in the past 24 months regarding transfer of title to subject property.

NOTE: The following is the last deed of record affecting said land,

Document: Warranty Deed

Grantor: Lawrence N. Brown and Ida Jo Brown, husband and wife

Grantee: Cannery Local No. 670 Building Association, an Oregon Corporation

Recorded: August 8, 1962

Instrument No.: Volume: 562 Page: 41

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTE: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

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

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

End of Report

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of Block 67, NORTH SALEM, Marion County, Oregon, lying West of Fairgrounds Road.

It is my intent to construct a 6-unit apartment complex on the site located at 1795 Fairgrounds Rd NE, Salem, OR 97301. Multifamily is a permitted use within the Commercial Office zone (CO). I believe that my site plan and design meets the current written Salem Revised Code standards applicable to the site with the exception of two Class 2 Adjustments to the written standards.

The first adjustment is specific to the building setback lines along Fairgrounds Rd NE and Winter St NE. I am requesting a reduction from 12' to 8' for a 14' section of the building along Fairgrounds Rd and a reduction from 12' to 8' for a 12' section of the building along Winter St NE. The purpose for the adjustment is to create aesthetically pleasing and interesting building elevations along these streets while meeting the 4' difference in roof line elevation along a horizontal roof line of 75' or more (see SRC Sec. 702.015(e)(6)). I have included a preliminary site plan and street elevations to illustrate the request.

The second adjustment is specific to the unit density allowed within the CO zone. CO zoning code indicates that the total lot area for a 6-unit multifamily building consisting of 1-bedroom units must be at least 9500 SqFt in size. At present, the site is 7345 SqFt. The Public Works department has indicated a 6' section of Right of Way along Fairgrounds Rd NE must be dedicated to the City of Salem. This further reduces the size of the site to approximately 6194 SqFt. The current code misses an opportunity to provide lower cost housing to the City of Salem.

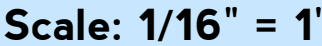
I do not plan to provide parking for this project. The recent update to the Multifamily Design Standards provides that any multifamily project located within 1/4 mile of Cherriot's Core Network need not provide parking. When considering this design standard I also considered the impact to the immediate neighborhood. On-street parking is the cause of many disputes among neighbors. The unique characteristics of this site allow for street parking on all three sides of the site for a total of over 370 lineal feet of street parking (17 total available 20' long spaces). I have taken 10 photos of the site over the past two months at different times on different days of the week including weekends and evenings. Not once has there been a vehicle parked along any of three available street frontages other than my own vehicle. I believe that the available street parking on this site will heavily mitigate any potential problems with the immediate neighbors.

Garbage and recycling is separately provided for each tenant with lockable fenced concrete pads with direct pedestrian pathway access to Madison St NE. Initial conversations with Republic Services have been positive regarding the proposed setup.

There are two common main building entrances provided to a common hallway. Stair access is provided to the upper three units and the main floor units take access from the common hallway. All main level units will be built to be ADA adaptable. Building entrances, garbage areas, mail center and pad, and new pedestrian pathways are to be ADA compliant.

SITE ADDRESS
1795 Fairgrounds Rd NE Salem, OR 97301
Project Name
TRIANGLES
Contact Information
Brandon Fahlman 503-930-2786 bfahlman@gmail.com
Page Title
Written Summary

--



**295 PATTERSON ST NW
SALEM, OR 97304**

SITE ADDRESS

**1795 Fairgrounds Rd NE
Salem, OR 97301**

Project Name

TRIANGLES

Contact Information

Brandon Fahlman
503-930-2786
bfaehlman@gmail.com

Page Title

Site Plan

KEY

Existing Property Lines

Property Line after ROW

New Electrical Service

New PVC Sanitary Sewer

New PVC Rain Drains

1 Landscaped Areas (Type A)

2 New Pedestrian Paths

Existing Conditions

Total Site Area: 7,345 SqFt
Use: Vacant Land
NOT located in a flood plain

Proposed (After ROW Dedication)

Total Site Area: 6,194 SqFt
Landscaped Areas: 3,111 SqFt
Percent Landscaped: 50%

A1.01

Scale: 1/16" = 1'



Fairgrounds Rd Elevation



Winter St Elevation



Madison St Elevation

SITE ADDRESS

1795 Fairgrounds Rd NE
Salem, OR 97301

Project Name

TRIANGLES

Contact Information

Brandon Fahlman
503-930-2786
bfahlman@gmail.com

Page Title

Elevations

Scale: 1/8" = 1'



SITE ADDRESS

1795 Fairgrounds Rd NE
Salem, OR 97301

Project Name

TRIANGLES

Contact Information

Brandon Fahlman
503-930-2786
bfahlman@gmail.com

Page Title

Main Floor

Scale: 1/8" = 1'



SITE ADDRESS

1795 Fairgrounds Rd NE
Salem, OR 97301

Project Name

TRIANGLES

Contact Information

Brandon Fahlman
503-930-2786
bfahlman@gmail.com

Page Title

Second Floor

**Trip Generation Estimate**

Street _____

Bin # _____ TGE # _____

Date Received _____

Section 1 (To be completed by applicant.)Applicant Name: Brandon Fahlman Telephone: 503-930-2786Applicant Mailing Address: 295 Patterson St NW, Salem, OR 97304Location of New Development: 1795 Fairgrounds Rd NE, Salem, OR 97301

(Please provide street address. If unknown, provide approximate address and geographical description/nearest cross streets.)

Description and Size of New Development: 6-Unit Apartment Complex

(e.g., 150 single-family homes, 20,000 sq. ft. office addition, 12-pump gas station, 50-student day care, additional parking, etc.)

Description and Size of Existing/Past Development, if any (note whether to remain or be removed): _____

Current Use is Vacant Land; formerly a single-family residence (demolished in 1962)Planning Action Involved, if any: Site Plan & Multifamily Design Review Building Permit Involved: _____
(e.g., zone change, subdivision, partition, conditional use, PUD, mobile home park, etc.) Yes ☒ No ☐**Section 2** (To be completed by City staff.)**Proposed Use**

Development Quantity: _____

ITE Land Use Code: _____

Trip Generation Rate/Equation: _____

Average Daily Trips: _____

ELNDT Adjustment Factors

Trip Length: _____ Linked Trip: _____

TSDC Trips: _____

Existing Use

Development Quantity: _____

ITE Land Use Code: _____

Trip Generation Rate or Equation: _____

Average Daily Trips: _____

ELNDT Adjustment Factors

Trip Length: _____ Linked Trip: _____

TSDC Trips: _____

Section 3 (To be completed by City staff.)**Transportation Impact Analysis (TIA)**Net Increase in Average Daily Trips: _____
(Proposed use minus existing use.)☐ A TIA **will** be required:☐ Arterial/Collector—1000 Trip/day Threshold☐ Local Street/Alley—200 Trip/day Threshold☐ Other: _____☐ A TIA **will not** be required.**Transportation Systems Development Charge**Net Increase in TSDC Trips: _____
(Proposed use minus existing use.)☐ A TSDC **will** be required.

(Fee determined by Development Services.)

☐ A TSDC **will not** be required.

(For additional information, refer to the back of this application.)

Section 4 (To be completed by City staff.)

Remarks: _____ Date: _____

cc: ☐ Chief Development Services Engineer☐ Community Development☐ Building Permit Application☐ _____

By: _____

Information Required to Assess the Need for a Traffic Impact Analysis and Transportation Systems Development Charge



The following information is required in order to assess the need for a Traffic Impact Analysis (TIA) and to calculate the Transportation Systems Development Charge (TSDC) to be levied on a proposed new development.

TIA Determination:

The City of Salem may require that a TIA be prepared as part of the approval process for major new development. The purpose of a TIA is to estimate the traffic impacts created by a new development on the surrounding street system. Any significantly adverse traffic impacts identified in the TIA must be mitigated by the applicant.

The estimated daily traffic generation of a new development is used as the criteria for determining whether a TIA is needed. If the new development access is located on an arterial or collector and the estimated daily traffic generation is more than 1000 trips, a TIA may be required. If access is located on a local street or alley and the generated trips exceed 200, a TIA may be required. Other criteria such as site access issues, driveway restrictions, and existing facilities deficiencies may also be used, if recommended by City Traffic Engineering staff.

The City Traffic Engineer makes the determination as to whether a TIA is required. (For more information on TIA criteria, see Development Bulletin No. 19 dated January 20, 1995.) When the determination has been made, copies of the Trip Generation Estimate form are sent to Public Works Development Services Division and the applicant. If a planning action is required, a copy is also forwarded to the Community Development Department.

TSDC Analysis:

The City of Salem charges a TSDC on all new development that creates a net increase in traffic on the surrounding street system. The total charge is assessed on a per trip fee times the TSDC trips calculated for the development. For more information on the TSDC, see Council Staff Report dated October 9, 1995.

To assist in estimating the daily trips generated by a new development, please answer the questions in Section 1 of this sheet and return it to Room 325 of the Civic Center. If you have any questions, Traffic Engineering staff are available at 503-588-6211. A copy of the completed trip generation estimate will be returned to you at the address provided in Section 1.

No Land Use, Planning, or Development Approval applications requiring Trip Generation Estimates will be processed until this information has been provided and the TIA/TSDC assessment has been made by City Traffic Engineering staff.



Brandon Fahlman <bfahlman@gmail.com>

Grant Neighborhood Association

6 messages

Brandon Fahlman <brandon@kithkinre.com>

Wed, Apr 1, 2020 at 11:11 AM

To: ebradfield@gmail.com, paultigan@gmail.com, Sam Skillern <sam@salem1f.org>

Hi Sam, Eric, and Paul,

I wanted to reach out to everyone to discuss a new project I plan to propose to the City of Salem.

The project is located at 1795 Fairgrounds Rd NE, Salem, OR 97301.

I am proposing a single building which would house 6 dwelling units. It would be triangular in shape and modern in style. I have attached a few preliminary drawings - please note that there will likely be changes to the design - though I am hoping for not many changes.

My family owns a couple of single-family dwellings in the Grant neighborhood and I also used to live at 640 Gaines St NE back in 2007-2010.

I am now a Principal Broker in Real Estate and an amateur developer. I am still working on final plans, but I wanted to see if there would be a time to present this to the neighborhood association in the near future.

COVID-19 has turned the world upside down and I am flexible as far as how this project might be presented.

Thanks for your time and consideration.

Brandon Fahlman

--

**Brandon Fahlman**

Realtor® / Principal Broker (Licensed in Oregon)

Kithkin Real Estate

A 295 Patterson St NW, Salem, OR 97304 **P** (503) 930-2786**E** brandon@kithkinre.com **W** www.kithkinrealestate.com**1795 Fairgrounds Site Plan.pdf**

441K

Sam Skillern <sam@salem1f.org>

Wed, Apr 1, 2020 at 2:55 PM

To: Brandon Fahlman <brandon@kithkinre.com>

Cc: ebradfield@gmail.com, paultigan@gmail.com, cjboat835@yahoo.com, Christopher Bechtel <bechtelcr@gmail.com>,

Aaron Terpening <aterp1@gmail.com>, Sam Skillern <sam@salem1f.org>

Hi Brandon, thanks for your phone call and email. We appreciate proactive contact on developments planned in our neighborhood.

Truly appreciated.

Our Exec Team will review and respond. We were supposed to meet tomorrow night but with Covid-19 concerns it was cancelled. At this point our May 6 (1st Thursday) meeting is on for now but subject to change depending ...

What is your timeline and what are the deadlines and decision points with the City?

Thanks.
Neighbor Sam

Sent from my iPhone, God bless you Neighbor!

On Apr 1, 2020, at 11:12 AM, Brandon Fahlman <brandon@kithkinre.com> wrote:

[Quoted text hidden]

<[1795 Fairgrounds](#) Site Plan.pdf>

Brandon Fahlman <brandon@kithkinre.com>

Wed, Apr 1, 2020 at 2:58 PM

To: Sam Skillern <sam@salem1f.org>

Cc: ebradfield@gmail.com, paultigan@gmail.com, cjboat835@yahoo.com, Christopher Bechtel <bechtelcr@gmail.com>, Aaron Terpening <aterp1@gmail.com>, Sam Skillern <sam@salem1f.org>

I haven't yet submitted to the City, but I plan to submit by this next week for site plan and design reviews. The full plans are still in process. If anyone has any questions or comments feel free to contact me.

Thanks,
Brandon Fahlman
503-930-2786
bfahlman@gmail.com

[Quoted text hidden]

Sam Skillern <sam@salem1f.org>

Wed, Apr 1, 2020 at 10:54 PM

To: Brandon Fahlman <brandon@kithkinre.com>

Cc: Eric Bradfield <ebradfield@gmail.com>, Paul Tigan <paultigan@gmail.com>, Jeanne Corbey <cjboat835@yahoo.com>, Christopher Bechtel <bechtelcr@gmail.com>, Aaron Terpening <aterp1@gmail.com>

Brandon, I'm sure the neighborhood folks will have comments on the design, hoping it could be more in keeping with the history of Fairgrounds retail and housing styles. Many are gone but many remain ... would you be willing to engage in some charrette-style sessions?

My thoughts--what would others like to share in the absence of our meeting tomorrow night?

[Quoted text hidden]

--



Sam Skillern

PO Box 7384, 97303-0083

Brandon Fahlman <brandon@kithkinre.com>

Thu, Apr 2, 2020 at 2:13 PM

To: Sam Skillern <sam@salem1f.org>

Cc: Eric Bradfield <ebradfield@gmail.com>, Paul Tigan <paultigan@gmail.com>, Jeanne Corbey <cjboat835@yahoo.com>, Christopher Bechtel <bechtelcr@gmail.com>, Aaron Terpening <aterp1@gmail.com>

Hi Sam,

I'm open to design suggestions. Design preferences are subjective and I will not, up front, commit to making any changes, but I'm definitely open to suggestions and would be willing to hear the opinions from those in the neighborhood. With the

property located along Fairgrounds I believe that a commercial-style building would suit the location. I was planning on using vertical prefinished steel siding for the majority of the building. The roofline and the corners of the building would be finished with a contrasting color.

Attached are photos of a building I designed and built in West Salem a couple of years ago. I would hope for a similar modern look for the Fairgrounds property.

[Quoted text hidden]

6 attachments



IMG_20180901_120017.jpg
256K



IMG_20180901_120213.jpg
299K



IMG_20180901_120231.jpg
286K



IMG_20180901_115949.jpg
273K

IMG_20180901_120128.jpg
334K



IMG_20180901_120634.jpg
206K

Brandon Fahlman <brandon@kithkinre.com>

Thu, Apr 9, 2020 at 4:03 PM

To: Sam Skillern <sam@salem1f.org>

Cc: Eric Bradfield <ebradfield@gmail.com>, Paul Tigan <paultigan@gmail.com>, Jeanne Corbey <cjboat835@yahoo.com>, Christopher Bechtel <bechtelcr@gmail.com>, Aaron Terpening <aterp1@gmail.com>

Wanted to keep everyone in the loop.

Design has been updated (see attachment) and I plan to submit to the City of Salem this week for consideration.

Thanks,
Brandon

[Quoted text hidden]



Site Plan & Building Elevations.pdf

375K



Traffic Engineering Section
Public Works Department
555 Liberty Street SE, Room 325 Telephone: 503-588-6211
Salem, Oregon 97301-3513 TTY: 503-588-6292

Trip Generation Estimate

Street _____
Bin # _____ TGE # 2020030
Date Received 4-28-2020

Section 1 (To be completed by applicant.)

Applicant Name: Brandon Fahlman Telephone: 503-930-2786
Applicant Mailing Address: 295 Patterson St NW, Salem, OR 97304
Location of New Development: 1795 Fairgrounds Rd NE, Salem, OR 97301
(Please provide street address. If unknown, provide approximate address and geographical description/nearest cross streets.)
Description and Size of New Development: 6-Unit Apartment Complex
(e.g., 150 single-family homes, 20,000 sq. ft. office addition, 12-pump gas station, 50-student day care, additional parking, etc.)
Description and Size of Existing/Past Development, if any (note whether to remain or be removed): _____
Current Use is Vacant Land; formerly a single-family residence (demolished in 1962)
Planning Action Involved, if any: Site Plan & Multifamily Design Review Building Permit Involved: _____
(e.g., zone change, subdivision, partition, conditional use, PUD, mobile home park, etc.) Yes ☒ No ☐

Section 2 (To be completed by City staff.)

Proposed Use	Existing Use
Development Quantity: <u>6 - APARTMENTS</u>	Development Quantity: <u>1 - HOME</u>
ITE Land Use Code: <u>220 - LOW RISE APTS.</u>	ITE Land Use Code: <u>210 - S.F. HOUSING</u>
Trip Generation Rate/Equation: <u>7.32 TRIPS/EA</u>	Trip Generation Rate or Equation: <u>9.44 TRIPS/EA</u>
Average Daily Trips: <u>44</u>	Average Daily Trips: <u>9</u>
ELNDT Adjustment Factors	ELNDT Adjustment Factors
Trip Length: <u>0.97</u> Linked Trip: <u>1.0</u>	Trip Length: <u>1.0</u> Linked Trip: <u>1.0</u>
TSDC Trips: <u>43</u>	TSDC Trips: <u>9</u>

Section 3 (To be completed by City staff.)

Transportation Impact Analysis (TIA)	Transportation Systems Development Charge
Net Increase in Average Daily Trips: <u>35</u> (Proposed use minus existing use.)	Net Increase in TSDC Trips: <u>34</u> (Proposed use minus existing use.)
<input type="checkbox"/> A TIA will be required: <input type="checkbox"/> Arterial/Collector—1000 Trip/day Threshold <input type="checkbox"/> Local Street/Alley—200 Trip/day Threshold <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> A TSDC will be required. (Fee determined by Development Services.)
<input checked="" type="checkbox"/> A TIA will not be required.	<input type="checkbox"/> A TSDC will not be required.

(For additional information, refer to the back of this application.)

Section 4 (To be completed by City staff.)

Remarks: _____ Date: 4-29-2020

cc: ☐ Chief Development Services Engineer
☐ Community Development
☐ Building Permit Application
☐ _____

By: Tamy



THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:

QOZ Thirty, LLC
295 Patterson St NW
Salem, OR 97304

REEL 4330 PAGE 158
MARION COUNTY
BILL BURGESS, COUNTY CLERK
05-05-2020 09:15 am.
Control Number 599437 \$ 91.00
Instrument 2020 00023040

Until a change is requested all tax statements shall be sent to the following address:

QOZ Thirty, LLC
295 Patterson St NW
Salem, OR 97304
File No. 359067AM

STATUTORY WARRANTY DEED

Teamsters Local 670 Health Division Cannery Distributors Co., Inc. Pharmacy - Dental - Vision, successor by merger to Cannery Local No. 670 Building Association, an Oregon Corporation,

Grantor(s), hereby convey and warrant to

QOZ Thirty, LLC, an Oregon limited liability company

Grantee(s), the following described real property in the County of Marion and State of Oregon free of encumbrances except as specifically set forth herein:

All that portion of Block 67, NORTH SALEM, Marion County, Oregon, lying West of Fairgrounds Road.

The true and actual consideration for this conveyance is \$63,000.00.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

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.

AmeriTitle 359067AM

Dated this 27th day of April, 2020.

Teamsters Local 670 Health Division Cannery Distributors Co., Inc. Pharmacy - Dental - Vision, successor by merger to Cannery Local No. 670 Building Association

By: [Signature]
Michael Beranbaum, President

State of Oregon}ss.
County of Marion}

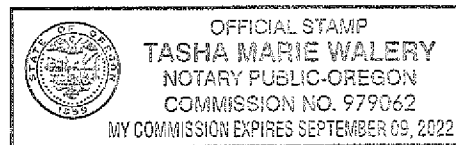
On this 27 day of April, 2020, before me, Tasha Marie Walery a Notary Public in and for said state, personally appeared Michael Beranbaum known to me to be the of the Teamsters Local 670 Health Division Cannery Distributors., Inc. Pharmacy-Dental-Vision, successor by merger to Cannery Local No 670 Building Association Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she executed the foregoing in said Corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of Oregon

Residing at: Heizer, OR

Commission Expires: 9.9.22



REEL: 4330

PAGE: 158

May 05, 2020, 09:15 am.

CONTROL #: 599437

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$ 91.00

**BILL BURGESS
COUNTY CLERK**

THIS IS NOT AN INVOICE.

OPERATING AGREEMENT OF QOZ THIRTY, LLC

An Oregon Limited Liability Company

This OPERATING AGREEMENT (this “Agreement”) is made and entered into effective **January 31, 2020** (the “Effective Date”), by and among QOZ THIRTY, LLC (the “Company”) and Member 1 and Member 2 (collectively the “Members”).

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 Formation. As of the Effective Date, the Members formed an Oregon limited liability company under the name QOZ THIRTY, LLC, on the terms and conditions set forth in this Agreement and pursuant to the Oregon Limited Liability Company Act (the “LLC Act”). On the Effective Date, the Members filed Articles of Organization for the Company with the Corporation Division of the Oregon Secretary of State’s office, Registry Number **164011893**. The rights and obligations of the parties are as provided in the LLC Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name QOZ THIRTY, LLC.

1.3 Purpose. The purpose of the Company is to create a Qualified Opportunity Fund and to use the created Fund to purchase and develop or improve real property, that real property being located in a Qualified Opportunity Zone, and to engage in all activities incidental to that Business.

1.4 Office. The Company maintains its principal business office in Oregon at 295 Patterson St NW, Salem, OR 97304.

1.5 Registered Agent. Brandon Fahlman will be the Company’s initial registered agent in Oregon and the registered office will be at 295 Patterson St NW, Salem, OR 97304. At a later date, the Members may appoint a successor registered agent by agreement, and notice to the initial registered agent.

1.6 Term. The term of the Company commenced on the Effective Date, and will continue until terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The Members’ names and addresses are:

Member 1: Brandon Fahlman

295 Patterson St NW, Salem, OR 97304

Member 2: Whitney Fahlman

295 Patterson St NW, Salem, OR 97304

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company without the prior written consent of all Members.

SECTION 2. CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions. The Members have contributed to the Company the assets described in *Appendix A* to this Agreement.

2.2 Additional Capital Contributions. Additional capital contributions may be made only on the prior consent of all Members and in such amounts and proportions as the Members mutually agree.

2.3 Membership Percentages. Each Member's percentage interest in the Company (the "Membership Percentage") is as follows:

Member 1: 50%

Member 2: 50%

2.4 No Interest on Capital Contributions. The Members will not be entitled to interest or other compensation for their capital contributions except as expressly provided in this Agreement.

SECTION 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Allocations of Income and Loss. All items of income, gain, loss, deduction, and credit will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

3.1(a) Furthermore, all costs and expenses of the Members original purchase, and development of, any real property, shall be reimbursed to those Members who incurred such costs. Such reimbursement shall include, but not be limited to, the purchase price of the property, recording fees, title insurance, escrow costs, legal fees, and development fees. Such reimbursement shall also include, but not be limited to, construction costs, including construction costs of residential construction and common areas, costs of material, costs of engineering, application fees, and payments made to subcontractors. Such reimbursable costs and expenses of the Members shall not accrue any interest rate.

Only after payment of the Company's debts and expenses, and payment of reimbursement costs to the Members as described above, the income, gain, and loss shall be shared among the Members pro rata in proportion to their Membership interests.

Notwithstanding any other provision to the contrary in this Agreement, no Member shall receive any additional compensation for any work or services performed on the property in furtherance of its development, or construction on the property. Members shall only receive the portion of income or gain pro rata in proportion to their Membership interests.

3.2 Distributions. No distribution may be made to any Member if, after giving effect to the distribution, in the judgment of the Members either (a) the Company would not be able to pay its debts as they become due in the ordinary course of business or (b) the fair value of the total assets of the Company would not at least equal its total liabilities. Subject to the foregoing limitation, the Company will make distributions, including draws, to Members at such times and in such amounts as the Members mutually agree. All distributions will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

SECTION 4. POWERS AND DUTIES OF MEMBERS

4.1 Management of Company Business. The Company is a member-managed limited liability company. The management and control of the Company and its business and affairs are vested exclusively in the Members. The Company does not have “managers,” as that term is used in the LLC Act. The Members, or either of them individually, have all the rights and powers that may be possessed by a member in a member-managed limited liability company pursuant to the LLC Act and those rights and powers that are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Members’ duties under this Agreement and to the management of the Business and affairs of the Company. Without limiting the generality of the foregoing, and subject to the limitations set forth in Section 4.2 of this Agreement, the Members, or either of them individually, have the following rights and powers (which they may exercise at the cost, expense, and risk of the Company):

- (a) To expend the funds of the Company in furtherance of the Company’s business;
- (b) To perform all acts necessary to manage and operate the Business, including engaging such persons as the Members deem advisable to manage the Business;
- (c) To execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Members to carry out the Business, including any bill of sale, contract of sale, or service agreement. No other signature or signatures are required; and
- (d) To borrow or raise money on behalf of the Company in the Company’s name or in the name of the Members for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness. The rights and powers herein are subject to the limitations in Section 4.2 below.

4.2 Limitation on Authority of Individual Member. Notwithstanding any other provision of this Agreement or the LLC Act, no Member is authorized to take any of the following actions without the prior express approval or consent of all the Members:

- (a) Amend the Company’s Articles of Organization or this Agreement;
- (b) Sell or otherwise dispose of any assets owned by the Company other than in the ordinary course of business. This limitation includes the sale, encumbrance, execution of a trust deed, or entering into a contract to sell, all or any portion or partition of real property owned by the LLC.
- (c) Dissolve the Company;
- (d) Merge the Company with another entity or convert the Company into a different type of entity;
- (e) Admit a new Member; or
- (f) Borrow money or otherwise incur indebtedness in the name of the Company in excess of \$10,000.00 in a single transaction or in a series of related transactions.

4.3 Duties of the Members. The Members will manage and control the Company’s business and affairs to the best of their ability and will use their best efforts to carry out the Business. The Members will devote

such time to the business and affairs of the Company as is reasonable, necessary, or appropriate. Whenever reasonably requested by any Member, the Members will render a full and complete accounting of all dealings and transactions relating to the Business. Each Member will have a fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in his or her immediate possession or control, and the Members may not employ or permit another person to use those funds or assets in any manner except for the exclusive benefit of the Company.

4.4 Limitation on Liability of Members. Subject to the restrictions in Section 4.6, no Member will have any liability to the Company or to the other Member for any loss suffered by the Company or the other Member that arises out of any action or inaction of the Member as long as the Member's conduct was in good faith and the Member reasonably believed that the conduct was in the best interests of the Company.

4.5 Indemnification of Members. Each Member will be indemnified by the Company against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Member in connection with the Company, as long as the Member's conduct was in good faith and the Member reasonably believed that the conduct was in the best interests of the Company. The satisfaction of any indemnification and any saving harmless will be out of, and limited to, Company assets, and no Member will have any personal liability on account of such indemnification.

4.6 Restrictions. No Member will be relieved of liability pursuant to Section 4.4 or be entitled to indemnification pursuant to Section 4.5 for:

- (a) Any breach of the Member's duty of loyalty to the Company;
- (b) Any act or omission not in good faith that involves intentional misconduct or a knowing violation of law;
- (c) Any unlawful distribution to the Members in violation of ORS 63.235; or
- (d) Any transaction from which the Member derives an improper personal benefit.

4.7 Other Business. During the term of this Agreement, the Members may carry on other business that may be indirectly in competition with this Company.

4.8 Loans. Any Member may, but will not be obligated to, make loans to the Company to cover the Company's cash requirements. Any such loans made by a Member shall not bear interest.

4.9 Dealing with the Company. Either Member may deal with the Company by providing or receiving property and services to or from the Company, and may receive from others or the Company normal profits, compensation, commissions, or other income incident to those dealings, but the Member must first obtain written consent from the other Member for those dealings.

4.10 Liability of the Members for Company Obligation. Except to the limited extent provided in the LLC Act, the Members will not have any personal liability for any Company obligation, expense, or liability. The Members will not, without their consent, be required to make any capital contribution beyond their mutually agreed on capital contributions as expressly described in Section 2.1.

SECTION 5. COMPENSATION AND REIMBURSEMENT OF EXPENSES

5.1 Organization Expenses. The Company will pay all expenses incurred in connection with organization of the Company.

5.2 Other Company Expenses. The Members may charge the Company for their actual out-of-pocket expenses incurred in connection with the Company's Business. Any amounts paid by a Member to satisfy obligations of the Company will be treated as loans to the Company under Section 4.8, but shall not bear interest.

5.3 Compensation. The Company may not pay the Members compensation for services rendered on behalf of the Company, unless the Members first unanimously agree to such compensation in writing.

SECTION 6. BOOKS OF ACCOUNT; ACCOUNTING REPORTS; TAX RETURNS; FISCAL YEAR; BANKING

6.1 Books of Account. The Company's books and records, a register showing the names of the Members and the respective interests held by each of them, and this Agreement will be maintained at the principal office of the Company. The Members will have access to those books and records at all reasonable times. The Members will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's Business and for carrying out this Agreement.

6.2 Accounting Reports. The Members will be furnished with copies of internally prepared financial statements of the Company.

6.3 Tax Returns. The Members will cause all federal and state income tax returns for the Company to be prepared and timely filed with the appropriate authorities as necessary. As soon as practicable after the end of each taxable year, each Member will be furnished with a statement that may be used by the Member in preparing the Member's income tax returns, showing the amounts of any distributions, gains, profits, losses, or credits allocated to or against the Member during the fiscal year.

6.4 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

6.5 Banking. All funds of the Company must be deposited in a separate bank account or in an account or accounts of a savings and loan association in the Company's name as the Members determine. Those funds may be withdrawn from the account or accounts on the signature of the person or persons who are designated by the Members.

SECTION 7. TRANSFER OF MEMBERSHIP INTEREST; VOLUNTARY WITHDRAWAL

7.1 Transfer Prohibited. The Members may not assign, pledge, mortgage, sell, or otherwise transfer ("Transfer") any part of his or her interest in the Company, and the Members do not have the right to substitute an assignee or any other person in the Member's place, and no assignee or any other person may be admitted to the rights of any Member without the prior written consent of all Members. This consent may be given or withheld in the absolute discretion of the Members. The Members are entering into this Agreement to carry on the Business in mutual reliance on the close relationship between the Members and mutually agree that the foregoing restriction on the Members' ability to transfer their interest in the Company is reasonable under the circumstances.

7.2 Voluntary Withdrawal. A Member may withdraw from the Company at any time for any reason, or for no reason, but only on six months' prior written notice to the other Member. For purposes of this Agreement, the death of a Member, or dissolution of a Member, will be treated as a withdrawal by the deceased or dissolved Member and the six-month notice requirement will not apply. On withdrawal by a Member, the other Member will have the right, in his or her sole discretion, to elect to:

(a) Dissolve the Company as provided in Section 9;

(b) Continue the Company and treat the withdrawing Member or his or her representative as an assignee of the economic rights and benefits of the membership interest of the withdrawing Member, in which case the withdrawing Member will cease to have any voting or other management rights under this Agreement with respect to such membership interest and neither the other Members nor the Company will have any obligation to purchase or redeem the membership interest of or otherwise make any liquidating distribution to the withdrawing Member before the dissolution of the Company; or

(c) Continue the Company (with or without the admission of another member to retain the status of the Company as a partnership for income tax purposes) and cause the Company to purchase the membership interest of the withdrawing Member or his or her representative for the price and subject to the payment terms described in Section 8.

SECTION 8. PURCHASE PRICE AND PAYMENT TERMS

8.1 Purchase Price. On election by the other Member to purchase the membership interest of a withdrawing Member pursuant to Section 7.2(c), the purchase price will be the amount the withdrawing Member would have received in a liquidation of the Company if all the Company's assets were sold, as of the effective date of the withdrawal, for their respective fair market values as determined by the Members (or the other Member and the representative of a deceased Member) and all Company liabilities were satisfied out of those proceeds. For this purpose, no discounts for lack of marketability or for a minority interest will be used. If the Members cannot agree on the fair market value of the Company's assets, the value will be determined by an appraiser selected by the withdrawing Member from a list of five qualified independent appraisers proposed by the other Members.

8.2 Payment. The purchase price determined as provided in Section 8.1 will be payable, together with interest at 3.5% per annum, in 12 substantially equal monthly installments of principal and interest commencing no later than 60 days after the effective date of the withdrawal. The Company may prepay the purchase price at any time without payment. The deferred purchase price will be an unsecured obligation of the Company. No prepayment penalty shall apply for early payment of the purchase price.

SECTION 9. DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Company will be dissolved on the occurrence of any of the following events:

(a) The agreement of all Members;

(b) The election of the nonwithdrawing Member as described in Section 7.2(a); or

(c) Otherwise by operation of law.

9.2 Winding Up. On dissolution of the Company, the Members will take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed in the following order:

- (a) To payment and discharge of the expenses of liquidation and of all the Company's debts, including debts and liabilities owed to the Members;
- (b) To the Members to the extent of, and allocated among them pro rata in proportion to, their respective previously unreturned capital contributions; and
- (c) To the Members and allocated among them pro rata in proportion to their respective Membership Percentages.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Dispute Resolution. The Members will first attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement through good faith mediation. The Members will select a professional mediator, or a retired judge, to act as a neutral mediator to resolve any dispute, controversy, or claim. Any dispute, controversy, or claim that cannot be resolved through mediation will be settled by arbitration. The Members will agree on an arbitrator, and if they cannot agree on an arbitrator, the Members will apply to Marion County Circuit Court for selection and appointment of an arbitrator. Judgment on the award rendered by the arbitrator may be entered in Marion County Circuit Court, and the resolution of the disputed matter as determined by the arbitrator will be binding on the parties. There will be one arbitrator who will be a retired state judge, or business attorney with a minimum of 10 years of experience or will have such alternate qualifications that are mutually agreeable to the parties. Any arbitration will be conducted in Marion County, Oregon, in accordance with the following provisions:

- (a) The arbitration will be conducted in accordance with the rules of court-annexed arbitration.
- (b) Arbitration proceedings under this Agreement may be consolidated with arbitration proceedings pending between other parties if both arbitration proceedings arise out of the same transaction or relate to the same subject matter. Consolidation will be by order of the arbitrator in any of the pending cases or, if the arbitrator fails to make such an order, the parties may apply to any court of competent jurisdiction for such an order.
- (c) A party may, without inconsistency with this Agreement, seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party pending the establishment of the arbitration (or pending the arbitrator's determination of the merits of the dispute, controversy, or claim).
- (d) The arbitrator will have authority to issue preliminary and other equitable relief.
- (e) Discovery proceedings of the type provided by the Oregon Rules of Civil Procedure will be permitted both in advance of and during recesses of the arbitration hearings. Any dispute relating to such discovery will be resolved by the arbitrator.

(f) The arbitrator will have the discretion to order a prehearing exchange of information by the parties and an exchange of summaries of testimony of proposed witnesses.

(g) The arbitrator will have the authority to award any remedy or relief that an Oregon court could order or grant, including specific performance of any obligation created under this Agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process, except that the arbitrator will not have authority to award punitive damages or any other amount for the purpose of imposing a penalty as opposed to compensating for actual damage suffered or actual loss incurred.

(h) The arbitration award must be in writing, must be signed by the arbitrator, and must include a statement regarding the disposition of any claim. The award must be kept confidential to the fullest extent permitted by law.

The parties enter into this Agreement as of the date first written above.

QOZ THIRTY, LLC By:

DocuSigned by:
/s/ Brandon Fahlman
CC32704B4194470...

Brandon Fahlman, Member

DocuSigned by:
/s/ Whitney Fahlman
2A57F923072F453...

Whitney Fahlman, Member

DocuSigned by:
/s/ Brandon Fahlman
CC32704B4194470...

Name: **Brandon Fahlman**

As Co-President

DocuSigned by:
By: /s/ Whitney Fahlman
2A57F923072F453...

Name: **whitney Fahlman**

As Co-President

APPENDIX A

ASSETS

Member 1:

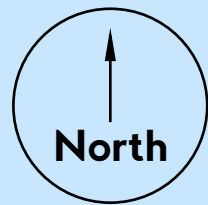
Brandon Fahlman

\$1,250.00

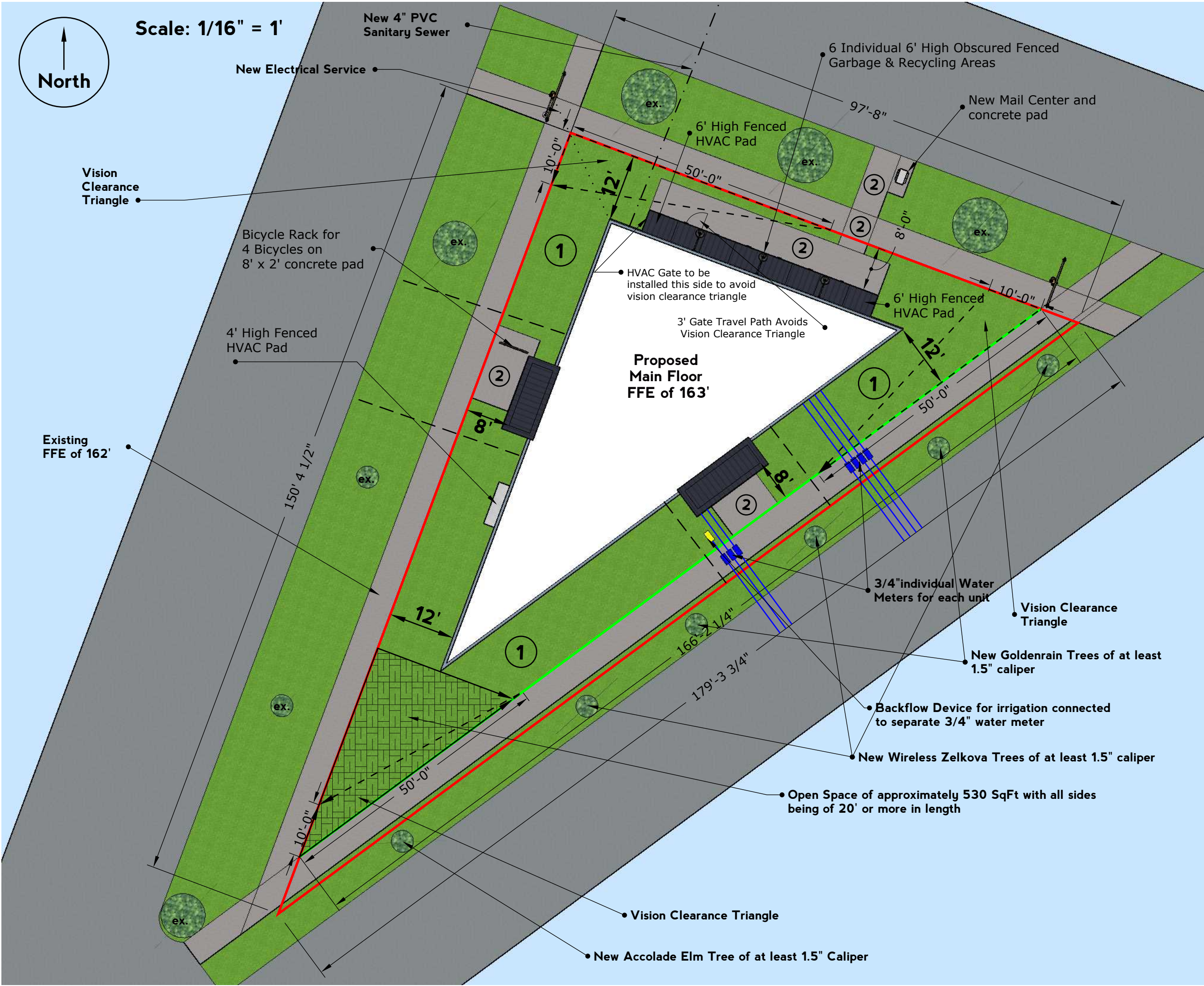
Member 2:

Whitney Fahlman

\$1,250.00



Scale: 1/16" = 1'



SITE ADDRESS

1795 Fairgrounds Rd NE
Salem, OR 97301

Project Name

TRIANGLES

Contact Information

Brandon Fahlman
503-930-2786
bfahlman@gmail.com

Page Title

Proposed Site Plan

KEY

- ex. = existing
- Existing Property Lines
- Property Line after ROW
- New Electrical Service
- New 4" PVC Sanitary Sewer
- New 3" PVC Rain Drains
- ① Landscaped Areas (Type A)
- ② New Pedestrian Paths

Existing Conditions

Total Site Area: 7,345 SqFt
Use: Vacant Land
NOT located in a flood plain

Proposed (After ROW Dedication)

Total Site Area: 6,194 SqFt
Landscaped Areas: 3,111 SqFt
Percent Landscaped Open Space: 50%

Scale: 1/16" = 1'



Fairgrounds Rd Elevation



Winter St Elevation



Madison St Elevation

SITE ADDRESS

1795 Fairgrounds Rd NE
Salem, OR 97301

Project Name

TRIANGLES

Contact Information

Brandon Fahlman
503-930-2786
bfahlman@gmail.com

Page Title

Elevations



Brandon Fahlman <bfahlman@gmail.com>

Cannery Triangle - 1795 Fairgrounds NE

3 messages

Paul Tigan <paultigan@gmail.com>

Tue, Apr 21, 2020 at 7:49 PM

To: Brandon Fahlman <brandon@kithkinre.com>

Cc: Sam Skillern <sam@salem1f.org>, cjboat835@yahoo.com, Eric Bradfield <ebradfield@gmail.com>, Christopher Bechtel <bechtelcr@gmail.com>

Brandon -

On behalf of the Grant Neighborhood Association, thank you for the engagement about your proposed project at 1795 Fairgrounds Rd. Grant NA prides itself on constructive dialog with project proponents like yourself and hope that will continue as you bring your project to fruition.

We have shared the designs you provided with the voting members of the board and we are passing along some consolidated comments. Based on our interaction with the city about a week ago, it sounds like your application is still pending. We have not been given direction from the city on how to meet during the governor's stay at home order. We hope that we are able to meet with you as a group after your application is finalized as is standard practice.

First, the property that you have acquired has been a semi-regular topic of conversation at the neighborhood association, likely due to its undeveloped character and prominence on Fairgrounds Road. Ideas have come and gone (usually geared towards greenspace utilization), but just a note for your sake about the visual prominence of the property.

Grant NA recognizes that there is not a design overlay on Fairgrounds Road and that the diagonal character of the street does not lend itself to consistent development. However, one of the chartered goals of our neighborhood association is to "Maintain the Historical Character of Our Neighborhood." For this street, we look to the type of mid-century storefront character that probably begins with the Columbus Hall building on Shipping (constructed 1950) and the more typical single story hardware storefront across the street (constructed 1956). We would not expect or suggest replicas of those styles, but note them for reference. When property is re-developed in a manner out of character with the neighborhood (see external siding at 1695 Fairgrounds for example), there's no guarantee that the property ever loses its "sore thumb" appeal.

The city has been doing some work, slowly, to improve the walkability/crossability of the street, including a project this summer to improve the crossing at Norway and Fairgrounds Road. We look forward to the development of the 1795 property bringing all sidewalk facilities up to the city's current design standard. This is true of the visual appeal of the street and we will welcome the landscaping design such as street trees. We do note that your design contains no parking accommodations for the residents of the property and would like to hear more about the rationale behind that decision and if there will be any other mitigations for that additional parking pressure in the neighborhood.

Thanks again for the early engagement for your project. We will close out by reiterating that we are excited about your investment in our neighborhood and hope that our input can help you develop a project that is both successful for you and also works well with the context of our neighborhood. We look forward to seeing more detailed plans as part of the city's design review process and providing more feedback when appropriate.

For the Neighborhood Association,
Paul Tigan
Land Use Chair

Brandon Fahlman <brandon@kithkinre.com>

Tue, Apr 21, 2020 at 10:10 PM

To: Paul Tigan <paultigan@gmail.com>

Cc: Sam Skillern <sam@salem1f.org>, Jeanne Corbey <cjboat835@yahoo.com>, Eric Bradfield <ebradfield@gmail.com>, Christopher Bechtel <bechtelcr@gmail.com>

Paul,

Thanks for the email.

I will admit that the section of Fairgrounds Rd within the Grant Neighborhood is a difficult stretch of properties from which to take design cues. There are multiple buildings from different eras and there doesn't seem to be even two commercial buildings which match each other in design or decade.

1795 Fairgrounds is also a fairly unique property to develop based on the size, shape, and required building setbacks for the property. A triangular building was the most practical shape to utilize the highest and best use for the land. I thought the flat roof would be appropriate for the neighborhood. I also prefer windows which are typically taller than they are wide. This is a window shape more commonly found in older homes and older commercial buildings. I originally designed the windows on the "Fairgrounds Rd Elevation" on the plans because I thought it would be fun and interesting, but I will likely be changing the windows to match the look of the windows on the "Winter St Elevation" as the fun and interesting look hasn't grown on me.

I love the character of stone and brick buildings - which were common in the 1920's - an era that is reflected in many of the homes in the neighborhood surrounding the subject property. Our City of Salem has been growing rapidly over the last 8 years. The cost of construction has risen considerably. I originally looked into having a brick mason build the exterior of the proposed building entirely out of brick. The "ballpark" quote I received was approximately \$25 per SqFt. That's approximately \$135,000 just to complete the brick on the exterior of the proposed building. I grew up in Salem. I am 34 years old. I do not have an extra \$135,000 to put into this project for the exterior to be made out of brick.

I can understand the initial opposition to steel siding. It's become a signature trend in modern commercial buildings and is non-conforming to your Neighborhood goal to "Maintain the Historical Character of Our Neighborhood." However, I do think that it is a beautiful material and I think that the proposed building would be a positive addition to the neighborhood. I am hopeful that the blending of historic design cues and modern building materials might be a compromise the Grant Association would support.

With regard to the parking situation - Salem adopted code changes to multifamily projects at the end of March 2020. It was adopted that any multifamily development of 3 or more units, if located within 1/4 mile of Cherriots Core Network, need not provide on-site parking. I understand that this would normally present a problem for the Neighborhood as parking issues are one of the most, if not the most, common disputes among neighbors.

1795 Fairgrounds currently is adjacent to approximately 370 lineal feet of available street parking. When using Salem's sizing standards for parallel parking this equates to roughly 17 available parking spaces surrounding this one vacant triangular property. I have taken almost 2 dozen photos of the property since the beginning of February. I have taken photos on weekdays and weekends and week nights and on weekend nights. Not once has a vehicle been parked on any of the three available street frontages other than my own vehicle. It is my belief that six new units will likely have little to no impact to the neighbors.

Thanks!
Brandon Fahlman

[Quoted text hidden]

--



Brandon Fahlman

Realtor® / Principal Broker (Licensed in Oregon)

Kithkin Real Estate

A 295 Patterson St NW, Salem, OR 97304 **P** (503) 930-2786

E brandon@kithkinre.com **W** www.kithkinrealestate.com

Paul Tigan <paultigan@gmail.com>

Mon, Apr 27, 2020 at 8:30 AM

To: Brandon Fahlman <brandon@kithkinre.com>

Cc: Sam Skillern <sam@salem1f.org>, Jeanne Corbey <cjboat835@yahoo.com>, Eric Bradfield <erabradfield@gmail.com>, Christopher Bechtel <bechtelcr@gmail.com>

Brandon -

Thanks for your thoughtful response to our questions. We appreciate being able to share our concerns and have a dialogue. We are not sure, as a neighborhood association, what our meeting schedule is looking like with restrictions on gatherings. We will be back in touch if we figure out how to make a meeting work in the near future and there is interest in having this project on the agenda. If not May, then likely June.

Thanks again,
Paul

[Quoted text hidden]