



First American

First American Title Insurance Company

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**PUBLIC RECORD REPORT
FOR NEW SUBDIVISION OR LAND PARTITION**

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF:

Westech Engineering Inc
3841 Fairview Industrial DR SE, STE 100
Salem, OR 97302
Phone: (503)585-2474
Fax:

Date Prepared : June 15, 2021
Effective Date : 8:00 A.M on June 09, 2021
Order No. : 7089-3765655
Subdivision :

The information contained in this report is furnished by First American Title Insurance Company (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report. Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

REPORT

- A. The Land referred to in this report is located in the County of Marion, State of Oregon, and is described as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:

As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof

- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:

As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.

EXHIBIT "A"
(Land Description Map Tax and Account)

Lots 1, 2 and 3, Lindburg Green, as platted and recorded in Volume H47, Page 24, Book of Town Plats for Marion County, Oregon.

Map No.: 083W-11A-00100, 083W-11A-00200, 083W11A-00300

Tax Account No.: 0 Old Strong Road SE

EXHIBIT "B"
(Vesting)

Fairview Legacy Heights, LLC, an Oregon limited liability company

EXHIBIT "C"
(Liens and Encumbrances)

1. City liens, if any, of the City of Salem.
2. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
3. Easement, including terms and provisions contained therein:
Recording Information: June 01, 1995 as Reel 1240, Page 360, Film Records
In Favor of: Portland General Electric Company
For: Electric power line easement and incidental purposes

4. Restrictive Covenant and Reservation of Mineral Rights, including terms and provisions thereof.
Recorded: August 01, 2003 as Reel 2170, Page 69, Film Records

Modification and/or amendment by instrument:

Recording Information: August 11, 2004 as Reel 2361, Page 109, Film Records

Quitclaim Deed for Mineral Rights releasing any interest of the State of Oregon in reservation of mineral estate in Section 3 in August 01, 2003 as Reel 2170, Page 69 above, recorded January 25, 2006 as Reel 2598, Page 116, Film Records.

Amendment to Statutory Bargain and Sale Deed, amending the restriction set forth in August 01, 2003 as Reel 2170, Page 69, Film Records, recorded August 15, 2008 as Reel 2985, Page 84, Film Records.

5. Infrastructure Agreement and the terms and conditions thereof:
Between: Sustainable Fairview Associates, LLC and Sustainable
Investments, LLC
And: City of Salem
Recording Information: September 22, 2005 as Reel 2540, Page 426, Film
Records

Modification and/or amendment by instrument:

Recording Information: August 18, 2011 as Reel 3309, Page 210, Film Records

Modification and/or amendment by instrument:

Recording Information: August 19, 2014 as Reel 3628, Page 424, Film Records

Modification and/or amendment by instrument:

Recording Information: July 26, 2019 as Reel 3713, Page 211, Film Records

6. Order approving formation of the Sustainable Fairview Development District, including terms and provisions thereof.
Recorded: October 14, 2005 as Reel 2552, Page 4, Film Records

7. Improvement Agreement and the terms and conditions thereof:
Between: City of Salem, Oregon, an Oregon municipal corporation
And: Sustainable Fairview Associates, LLC
Recording Information: September 15, 2010 as Reel 3214, Page 379, Film Records

Modification and/or amendment by instrument:
Recording Information: July 23, 2019 as Reel 4222, Page 86, Film Records
8. Fairview Center East Subdivision Plat No. 09-4, including terms and provisions thereof.
Recorded: September 22, 2010 as Reel 3217, Page 52, Film Records
9. Fee in Lieu Agreement and the terms and conditions thereof:
Between: Sustainable Fairview Associates, LLC
And: City of Salem, Oregon, an Oregon municipal corporation
Recording Information: October 01, 2010 as Reel 3220, Page 88, Film Records
10. Easements as shown on the recorded plat of Lindburg Green.
11. Easements as shown on the recorded plat of Partition Plat 2014-03.
12. Easement, including terms and provisions contained therein:
Recording Information: October 17, 2016 as Reel 3872, Page 52, Film Records
In Favor of: Sustainable Fairview Associates, LLC
For: City of Salem, an Oregon municipal corporation
Affects: Lot 1 and 3
13. Indemnification Agreement and the terms and conditions thereof:
Between: Sustainable Fairview Associates, LLC, an Oregon limited liability company
And: MWIC Grove, LLC, an Oregon limited liability company, together with its successors and assigns, as successor in interest to Mountain West Investment Corporation, an Oregon corporation
Recording Information: August 02, 2019 as Reel 4226, Page 36, Film Records
14. Development Agreement and the terms and conditions thereof:
Between: Sustainable Fairview Associates, LLC, an Oregon limited liability company
And: MWIC Grove, LLC, an Oregon limited liability company
Recording Information: August 02, 2019 as Reel 4226, Page 37, Film Records
15. Easement, including terms and provisions contained therein:
Recording Information: March 03, 2020 in Reel 4307, Page 231, Film Records
In Favor of: City of Salem
For: Public Utility Easement
16. Improvement Agreement, including terms and provisions thereof.
Recorded: October 20, 2020 as Reel 4398, Page 439, Film Records
17. Unrecorded leases or periodic tenancies, if any.

DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
 - (a) "Customer": The person or persons named or shown as the addressee of this report.
 - (b) "Effective Date": The effective date stated in this report.
 - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
 - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of the Company.**
 - (a) THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.
 - (b) No costs (including, without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
 - (c) In any event, the Company assumes no liability for loss or damage by reason of the following:
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
 - (2) Any 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, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
 - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (iii) water rights or claims or title to water.
 - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment on the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.



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Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.