



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

September 4, 2019
File Number: 319872AM
Report No.: 1
Title Officer: Michele Harris
Escrow Officer: Tasha Walery

PRELIMINARY TITLE REPORT

Property Address: 5755 Commercial St. SE, Salem, OR 97306
5757 Commercial St. SE, Salem, OR 97306
5765 Commercial St. SE, Salem, OR 97306
5775 Commercial St. SE, Salem, OR 97306
5795 Commercial St. SE, Salem, OR 97306

Policy or Policies to be issued:

ALTA LENDER'S COMMERCIAL (X) EXTENDED () STANDARD

Liability
\$500,000.00

Premium
\$1,688.00

Proposed Insured:

Endorsements: OTIRO - End 209.10-06 and 222-06

Additional Chain Charge

Local Government Lien Search

\$100.00

\$200.00

\$160.00

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 19th day of August, 2019 at 7:30 a.m., title is vested in:

**Rushing Commercial Crossing, LLC, as to Parcels 1 and 2
Rushing Wiltsey Crossing, LLC, as to Parcels 3 and 4**

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. R75531 Map No. 08S-03W-14CD TL#300

NOTE: The 2018-2019 Taxes: \$20,288.54, are Paid

Taxes assessed under Code No. 92401000 Account No. R75532 Map No. 08S-03W-14CD TL#1000

NOTE: The 2018-2019 Taxes: \$33,788.92, are Paid

Taxes assessed under Code No. 92401000 Account No. R75530 Map No. 08S-03W-14CD TL#400

NOTE: The 2018-2019 Taxes: \$11,457.07, are Paid

SPECIAL EXCEPTIONS FOR PARCEL 1:

6. The 2019-2020 Taxes: A lien not yet due or payable
7. City liens, if any, of the City of Salem.
8. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
9. 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.
10. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessor: Barnes Wiltsey Crossing LLC
Lessee: Subway Real Estate Corp
Disclosed by: Memorandum of Lease
Date: April 7, 2008
Recorded: February 24, 2009
[Instrument No.:](#) Reel: 3036 Page: 302

Re-recorded: October 16, 2012

[Instrument No.:](#) Reel: 3434 Page: 458

11. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessor: Barnes Wiltsey Crossing LLC
Lessee: Adams Creek Development
Disclosed by: Memorandum of Lease
Date: May 14, 2008
Recorded: February 24, 2009
[Instrument No.:](#) Reel: 2958 Page: 88
12. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessor: Barnes-Commercial Crossing LLC
Lessee: Rushing Lincoln City Adams Creek @ Wiltsey, LLC
Disclosed by: Subordination, Non-Disturbance and Attornment and Estoppel Certification
Date: April 9, 2012
Recorded: April 27, 2012
[Instrument No.:](#) Reel: 3379 Page: 130
13. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$2,500,000.00
Trustor/Grantor: Rushing Commercial Crossing, LLC
Trustee: AmeriTitle
Beneficiary: Willamette Valley Bank
Dated: May 6, 2019
Recorded: May 28, 2019
[Instrument No.:](#) Reel: 4200 Page: 326
14. Assignment of Rents, including the terms and provisions thereof,
Grantor: Rushing Commercial Crossing, LLC
Lender: Willamette Valley Bank
Recorded: May 28, 2019
[Instrument No.:](#) Reel: 4200 Page: 327
15. The Company will require a copy the Operating Agreement (including any approvals of withdrawal of member(s) or acceptance of new member(s)) and the Articles of Organization of Rushing Commercial Crossing 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.

16. Rights of tenants under existing leases or tenancies.
17. Personal property taxes, if any.

SPECIAL EXCEPTIONS FOR PARCEL 2:

18. Taxes assessed under Code No. 92401000 Account No. R75535 Map No. 08S-03W-14CD TL#700
The 2018-2019 Taxes: \$10,706.54, plus interest, unpaid.
19. The 2019-2020 Taxes: A lien not yet due or payable.

20. City liens, if any, of the City of Salem.
21. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
22. 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.
23. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of Waln Creek, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Waln Creek.

All matters arising from any shifting in the course of Waln Creek including but not limited to accretion, reliction and avulsion.

24. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Portland General Electric Company, an Oregon Corporation
Recorded: October 23, 1953
Instrument No.: [Volume: 456 Page: 400](#)
25. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: City of Salem, a municipal corporation
Recorded: August 9, 1973
Instrument No.: [Volume: 758 Page: 336](#)
26. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: City of Salem, a municipal corporation
Recorded: August 9, 1973
Instrument No.: [Volume: 758 Page: 344](#)
27. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: City of Salem, a municipal corporation
Recorded: August 9, 1973
Instrument No.: [Volume: 758 Page: 346](#)
28. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: City of Salem, a municipal corporation
Recorded: August 9, 1973
Instrument No.: [Volume: 758 Page: 348](#)
29. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: MLCR, LLC
Recorded: June 6, 2002
Instrument No. : [Reel: 1953 Page: 490](#)

30. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Qwest Corporation, a Colorado Corporation
Recorded: July 17, 2003
Instrument No.: [Reel: 2160 Page: 362](#)
31. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem
Recorded: August 22, 2007
Instrument No.: [Reel: 2856 Page: 299](#)
32. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem
Recorded: August 22, 2007
Instrument No.: [Reel: 2856 Page: 300](#)
33. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Rushing Wiltsey Crossing LLC
Recorded: December 14, 2012
Instrument No.: [Reel: 3454 Page: 310](#)
34. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$1,600,000.00
Trustor/Grantor: Rushing Commercial Crossing, LLC
Trustee: First American Title Company of Oregon
Beneficiary: AMR Investment Group, LLC
Dated: September 27, 2017
Recorded: September 29, 2017
Instrument No.: [Reel: 3998 Page: 169](#)
35. Assignment of Rents, including the terms and provisions thereof,
Grantor: Rushing Commercial Crossing, LLC
Lender: AMR Investment Group, LLC
Recorded: September 29, 2017
Instrument No.: [Reel: 3998 Page: 170](#)
36. The Company will require a copy the Operating Agreement (including any approvals of withdrawal of member(s) or acceptance of new member(s)) and the Articles of Organization of Rushing Commercial Crossing 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.
37. Rights of tenants under existing leases or tenancies.
38. Personal property taxes, if any.

SPECIAL EXCEPTIONS FOR PARCEL 3:
39. The 2019-2020 Taxes: A lien not yet due or payable.
40. City liens, if any, of the City of Salem.

41. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
42. 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.
43. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of Waln Creek, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Waln Creek.

All matters arising from any shifting in the course of Waln Creek including but not limited to accretion, reliction and avulsion.

44. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Portland General Electric Company
Recorded: October 23, 1953
[Instrument No.:](#) Volume: 456 Page: 400
45. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: City of Salem
Recorded: August 9, 1973
[Instrument No.:](#) Volume: 758 Page: 336
46. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: MLCR, LLC
Recorded: June 6, 2002
[Instrument No.:](#) Reel: 1953 Page: 490
47. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: City of Salem
Recorded: August 22, 2007
[Instrument No.:](#) Reel: 2856 Page: 296
48. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: City of Salem
Recorded: August 22, 2007
[Instrument No.:](#) Reel: 2856 Page: 297
49. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: City of Salem
Recorded: August 22, 2007
[Instrument No.:](#) Reel: 2856 Page: 298

50. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$4,605,000.00
Trustor/Grantor: Rushing Wiltsey Crossing LLC
Trustee: AmeriTitle
Beneficiary: Bank of the Pacific
Dated: May 13, 2015
Recorded: May 18, 2015
[Instrument No.:](#) Reel: 3700 Page: 199

Re-recorded: November 2, 2015
[Instrument No.:](#) Reel: 3756 Page: 191
51. Assignment of Rents, including the terms and provisions thereof,
Grantor: Rushing Wiltsey Crossing, LLC
Lender: Bank of the Pacific
Recorded: May 18, 2015
[Instrument No.:](#) Reel: 3700 Page: 200

Re-recorded: November 2, 2015
[Instrument No.:](#) Reel: 3756 Page: 192
52. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessor: Rushing Wiltsey Crossing, LLC
Lessee: Mike Hillyer, Diversified Holdings Group, LLC DBA Tan Republic
Disclosed by: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Date: May 15, 2015
Recorded: May 18, 2015
[Instrument No.:](#) Reel: 3700 Page: 202
53. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessor: Rushing Wiltsey Crossing, LLC
Lessee: Revolution Fitness, LLC
Disclosed by: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Date: May 15, 2015
Recorded: May 18, 2015
[Instrument No.:](#) Reel: 3700 Page: 203
54. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessor: Rushing Wiltsey Crossing, LLC
Lessee: Marc Sales and Leasing LLC
Disclosed by: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Date: May 15, 2015
Recorded: May 18, 2015
[Instrument No.:](#) Reel: 3700 Page: 204
55. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessor: Rushing Wiltsey Crossing, LLC
Lessee: Sarai, Inc.
Disclosed by: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Date: May 15, 2015

Recorded: May 18, 2015

[Instrument No.:](#) Reel: 3700 Page: 205

56. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessor: Rushing Wiltsey Crossing, LLC
Lessee: CJ's Eateries, LLC
Disclosed by: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Date: May 15, 2015
Recorded: May 18, 2015
[Instrument No.:](#) Reel: 3700 Page: 206
57. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessor: Rushing Wiltsey Crossing, LLC
Lessee: Tai Son
Disclosed by: Subordination, Non-Disturbance and Attornment Agreement
Date: May 15, 2015
Recorded: May 18, 2015
[Instrument No.:](#) Reel: 3700 Page: 207
58. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessor: Rushing Wiltsey Crossing, LLC
Lessee: Torvic Company DBA Little Caesars
Disclosed by: Subordination, Non-Disturbance, and Attornment Agreement and Estoppel Certificate
Date: May 15, 2015
Recorded: May 21, 2015
[Instrument No.:](#) Reel: 3701 Page: 128
59. The Company will require a copy the Operating Agreement (including any approvals of withdrawal of member(s) or acceptance of new member(s)) and the Articles of Organization of Rushing Wiltsey Crossing 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.

60. Rights of tenants under existing leases or tenancies.
61. Personal property taxes, if any.

SPECIAL EXCEPTIONS FOR PARCEL 4:

62. The 2019-2020 Taxes: A lien not yet due or payable.
63. City liens, if any, of the City of Salem.
64. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
65. 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.

66. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Portland General Electric Company
Recorded: October 23, 1953
[Instrument No.:](#) Volume: 456 Page: 400
67. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: City of Salem
Recorded: August 9, 1973
[Instrument No.:](#) Volume: 758 Page: 336
68. A Financing Statement filed in the Office of the County Recorder showing:
Debtor: CDT IV Enterprises, LLC
Secured Party: Wells Fargo Bank, N.A.
Recorded: May 10, 2013
[Instrument No.:](#) Reel: 3501 Page: 458
- A change to the above Financing Statement was filed:
Recorded: December 20, 2017
[Instrument No.:](#) Reel: 4028 Page: 126
Nature of Change: Continuation
69. A Financing Statement filed in the Office of the County Recorder showing:
Debtor: ES-O-EN Corp.
Secured Party: Wells Fargo Bank, N.A.
Recorded: May 10, 2013
[Instrument No.:](#) Reel: 3501 Page: 459
- A change to the above Financing Statement was filed:
Recorded: December 15, 2017
[Instrument No.:](#) Reel: 4026 Page: 276
Nature of Change: Continuation
70. A Financing Statement filed in the Office of the County Recorder showing:
Debtor: CDT VII Enterprises, LLC
Secured Party: Wells Fargo Bank, N.A.
Recorded: May 10, 2013
[Instrument No.:](#) Reel: 3501 Page: 460
- A change to the above Financing Statement was filed:
Recorded: December 20, 2017
[Instrument No.:](#) Reel: 4028 Page: 125
Nature of Change: Continuation
71. A Financing Statement filed in the Office of the County Recorder showing:
Debtor: ES-O-EN Management, LLC
Secured Party: Wells Fargo Bank, N.A.
Recorded: May 10, 2013
[Instrument No.:](#) Reel: 3501 Page: 461

A change to the above Financing Statement was filed:

Recorded: December 15, 2017

[Instrument No.:](#) Reel: 4026 Page: 271

Nature of Change: Continuation

72. A Financing Statement filed in the Office of the County Recorder showing:

Debtor: ES-O-EN Utah, LLC

Secured Party: Wells Fargo Bank, N.A.

Recorded: May 10, 2013

[Instrument No.:](#) Reel: 3501 Page: 462

A change to the above Financing Statement was filed:

Recorded: December 15, 2017

[Instrument No.:](#) Reel: 4026 Page: 273

Nature of Change: Continuation

73. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$4,605,000.00

Trustor/Grantor: Rushing Wiltsey Crossing, LLC

Trustee: AmeriTitle

Beneficiary: Bank of the Pacific

Dated: May 13, 2015

Recorded: May 18, 2015

Instrument No.: Reel: 3700 Page: 199

Re-recorded: November 2, 2015

[Instrument No.:](#) Reel: 3756 Page: 191

74. Assignment of Rents, including the terms and provisions thereof,

Grantor: Rushing Wiltsey Crossing, LLC

Lender: Bank of the Pacific

Recorded: May 18, 2015

Instrument No.: Reel: 3700 Page: 200

Re-recorded: November 2, 2015

[Instrument No.:](#) Reel: 3756 Page: 192

75. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,

Lessor: Rushing Wiltsey Crossing, LLC

Lessee: ES-O-EN Corp DBA Taco Bell

Disclosed by: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate

Date: May 15, 2015

Recorded: May 18, 2015

[Instrument No.:](#) Reel: 3700 Page: 201

76. The Company will require a copy the Operating Agreement (including any approvals of withdrawal of member(s) or acceptance of new member(s)) and the Articles of Organization of Rushing Wiltsey Crossing 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.

- 77. Rights of tenants under existing leases or tenancies.
- 78. Personal property taxes, if any.
- 79. Any statutory lien for labor or material, which now has gained, or hereafter may gain priority over the lien of the insured mortgage.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

IF THE ABOVE EXCEPTION IS TO BE REMOVED FROM A FORTHCOMING POLICY PRIOR TO THE EXPIRATION OF THE STATUTORY LIEN PERIOD, THE COMPANY MUST BE CONTACTED REGARDING ITS UNDERWRITING REQUIREMENTS FOR EARLY ISSUE.

- 80. Persons in possession or claiming the right of possession.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

INFORMATIONAL NOTES:

NOTE: Personal Property Taxes assessed under Account No. P344459
The 2018-2019 Taxes: \$242.47, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P343607
The 2018-2019 Taxes: \$3212.62, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P343606
The 2018-2019 Taxes: \$1,296.61, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P349325
The 2018-2019 Taxes: \$1,886.18, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P346083
The 2018-2019 Taxes: \$48.66, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. 345773
The 2018-2019 Taxes: \$425.91, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P345772
The 2018-2019 Taxes: \$638.75, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P345771
The 2018-2019 Taxes: \$1,240.71, Paid in Full.

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:

Rushing Real Estate Inc., Rushing Wiltsey Crossing, LLC, or Rushing Commercial Crossing, LLC

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

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

Document: Bargain and Sale Deed

Grantor: Rushing Commercial Crossing, LLC who acquired title as Barnes-Commercial Crossing, LLC

Grantee: Rushing Commercial Crossing, LLC

Recorded: May 13, 2011

Instrument No.: Reel: 3285 Page: 116

Document: Bargain and Sale Deed

Grantor: Rushing Commercial Crossing, LLC who acquired title as Barnes-Commercial Crossing, LLC

Grantee: Rushing Commercial Crossing, LLC

Recorded: May 13, 2011

Instrument No.: Reel: 3285 Page: 122

Document: Bargain and Sale Deed

Grantor: Rushing Wiltsey Crossing, LLC who acquired title as Barnes-Wiltsey Crossing, LLC

Grantee: Rushing Wiltsey Crossing, LLC

Recorded: May 13, 2011

Instrument No.: Reel: 3285 Page: 120

NOTE: Personal Property Taxes assessed under Account No. P344459
The 2018-2019 Taxes: \$242.47, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P343607
The 2018-2019 Taxes: \$3,212.62, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P343606
The 2018-2019 Taxes: \$1,296.61, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P349325
The 2018-2019 Taxes: \$1,886.18, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P346083
The 2018-2019 Taxes: \$48.66, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P345773
The 2018-2019 Taxes: \$425.91, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P345772
The 2018-2019 Taxes: \$638.75, Paid in Full.

NOTE: Personal Property Taxes assessed under Account No. P345771
The 2018-2019 Taxes: \$1,240.71, Paid in Full.

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

PARCEL 1: (08S-03W-14CD TL#300)

Beginning at a point on the West line of Lot 7, Grabenhorst Fruit Farms No. 3 as platted and recorded in Volume 7, Page 79, Book of Town Plats for Marion County, Oregon and being situated in the Southwest quarter of Section 14, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, which point bears North 00°00'54" East 446.43 feet from the Southwest corner of said Lot 7; thence South 89°07'23" East, a distance of 272.41 feet to the true point of beginning; thence North 00°52'37" East 76.62 feet; thence Northeasterly along the arc of an 82.00 foot radius curve to the left (the chord of which bears North 78°26'07" East 35.41 feet) a distance of 35.69 feet; thence North 65°58'00" East 38.75 feet to the Westerly right of way line of Commercial Street S.E.; thence South 24°02'00" East along said right of way line, a distance of 431.06 feet; thence North 89°07'23" West 170.28; thence North 00°52'37" East 62.00 feet; thence North 89°07'23" West 81.00 feet; thence North 00°52'37" East 228.38 feet to the true point of beginning.

PARCEL 2: (08S-03W-14CD TL#700)

Beginning at a point on the West line of Lot 7, Grabenhorst Fruit Farms No. 3 as platted and recorded in Volume 7, Page 79, Book of Town Plats for Marion County, Oregon and being situated in the Southwest quarter of Section 14, Township 8 South, Range 3 West of the Willamette Meridian, in Marion County, Oregon, which point bears North 00°00'54" East 30.00 feet from the Southwest corner of said Lot 7; thence North 00°00'54" East along the West line of said lot, a distance of 416.43 feet; thence South 89°07'23" East parallel with the South line of said Lot 7, a distance of 272.41 feet; thence South 00°52'37" West 228.38 feet; thence South 89°07'23" East 81.00 feet; thence South 00°52'37" West 188.00 feet to a point 30.00 feet North of the centerline of Wiltsey Road S.E.; thence North 89°07'23" West parallel with said Wiltsey Road, a distance of 347.15 feet to the point of beginning.

PARCEL 3: (08S-03W-14CD TL#1000)

Beginning at a point on the West line of Lot 7, Grabenhorst Fruit Farms No. 3 as platted and recorded in Volume 7, Page 79, Book of Town Plats for Marion County, Oregon and being situated in the Southwest quarter of Section 14, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, which point bears North 00°00'54" East 446.43 feet from the Southwest corner of said Lot 7; thence North 00°00'54" East along the West line of said Lot, a distance of 323.38 feet to the Northwest corner of said Lot 7; thence South 89°09'02" East along the North line of said Lot 7, a distance of 243.49 feet; to the Westerly right of way line of Commercial Street S.E.; thence South 24°02'00" East along said right of way line, a distance of 245.74 feet; thence South 65°58'00" West 38.75 feet; thence Southwesterly along the arc of a 82.00 foot radius curve to the right (the chord of which bears South 78°26'07" West 35.41 feet) a distance of 35.69 feet; thence South 00°52'37" West 76.62 feet; thence North 89°07'23" West 272.41 feet to the point of beginning.

PARCEL 4: (08S-03W-14CD TL#400)

Beginning at a point on the West line of Lot 7 Grabenhorst Fruit Farms No. 3 as platted and recorded in Volume 7, Page 79, Book of Town Plats for Marion County, Oregon and being situated in the Southwest quarter of Section 14, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, which point bears North 00°00'54" East 30.00 feet from the Southwest corner of said Lot 7; thence South 89°07'23" East parallel with the South line of said Lot 7, a distance of 347.15 feet to the true point of beginning; thence North 00°52'37" West 126.00 feet; thence South 89°07'23" East 170.28 feet to a point on the Westerly right of way line of Commercial Street SE; thence South 24°02'00" East along said right of way line, a distance of 85.85 feet; thence Southwesterly along the arc of a 30.00 foot radius curve to the right (the chord of which bears South 14°29'50" West 37.38 feet) a distance of 40.35 feet; thence South 84°14'53" West 54.67 feet; thence South 87°08'46" West 84.52 feet; thence North 89°07'23" West parallel with said Wiltsey Road, a distance of 58.99 feet to the true point of beginning.

SAVE AND EXCEPT all that portion conveyed to the City of Salem by Warranty Deed recorded August 23, 2007 in Reel 2856, Page 496, Records of Marion County, Oregon.