

AFTER RECORDING RETURN TO:  
Kris Jon Goytsuch  
P.O. Box 470  
Salem, OR 97308-0470

MAIL TAX STATEMENTS TO:  
No Change

### INFRASTRUCTURE AGREEMENT

THIS INFRASTRUCTURE AGREEMENT is made and entered into by and between *HAWAII NORTHWEST VENTURES, LTD.*, an Oregon Limited Partnership (hereinafter referred to as "Developer") and the *CITY OF SALEM*, an Oregon Municipal Corporation (hereinafter referred to as "City"), on May 6, 1997.

#### RECITALS:

- A. **Purpose.** The Developer is in the process of developing a residential Planned Unit Development. The Estates at Creekside ("the Development"). The Developer, under UGA 90-9UG and 92-4UG was previously obligated to construct the 1.0 m.g. S-3 Creekside water reservoir and a 2400 g.p.m. pump station. The Water Master Plan was amended in August, 1996, to combine the Creekside Reservoir with the Rees Hill Reservoir and to serve this new 2.25 m.g. S-3 Champion Hill Reservoir ("Reservoir") with one 2,400 g.p.m. pump station. The Developer has applied for an amended Urban Growth Management Preliminary Declaration and Permit pursuant to SRC 66.200 in Case No. 96-6UG. In order to accomplish the directives of the Water Master Plan, as amended, and for the City to find compliance with the Chapter 66 amendment criteria, it is necessary and desirable for the parties to enter into this Agreement and to accumulate funds for purposes of constructing the new larger Reservoir and connecting water lines. This Agreement also addresses the maintenance and operation of the pump station while it supplies the temporary closed end system serving the Development.
- B. **Legal Description.** The Developer owns undeveloped land inside the city limits described on *Exhibit A*, which is attached hereto and by this reference is made a part hereof (the Development). This Agreement shall be recorded and the terms and conditions hereof shall be binding upon any successors and assigns and shall run with the land. As the per unit surcharge (which is described in Paragraph 7 below) is paid and building permits are issued for each additional residential unit in the Development the obligations under this Agreement shall be extinguished as to that unit but shall continue to be binding upon the Developer as to the remainder of the property described in *Exhibit A*, and to Developer's successors and assigns, until this Agreement is terminated according to the terms hereof. City shall execute and deliver to the owner a per unit release agreement suitable for recording in the county records as the surcharge is paid on each unit in the Development.

After Recording, Developer to Return  
to: City Recorder's Office  
Room 205 - City Hall  
Salem, OR 97301

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- C. **Planned Unit Development.** The Developer has applied for detailed approval of the next phase PUD of approximately 80 units in the Development. As approved under UGA 92-4UG and 96-6UG, the Development may contain 650 residential units, plus or minus 10%. Subdivision plats have been recorded for 126 residential units. The 524 (plus or minus 10%) remaining units permitted in the Development are referred to herein as the "additional residential units." Most of the undeveloped property in the Development lies above 500 feet in elevation. Therefore, most of the additional residential units will require water service from the S-3 water service level.
- D. **Funding.** Pursuant to the terms hereof, it is anticipated that at "build-out" (which is defined as that time when the Development contains as many additional residential units as have been approved for the total Development) of the Development, there will be sufficient funds accumulated in a trust account (as described below) to build the Reservoir and connecting water lines. The Developer has the obligation to construct such Reservoir and connecting water lines regardless of whether Developer has accumulated sufficient funds in the trust account under this Agreement to fully pay for such facilities.
- E. **Authority.** This Agreement is consistent with state and local policies, laws, regulations, the Salem Area Comprehensive Plan, and all public facility plans. Temporary closed end systems are permitted, in limited circumstances, under the Water System Master Plan basic design criteria, page 24, and are permitted under SRC 66.120(a), with the approval of the Director of Public Works.
- F. **Unique Circumstances.** The Development is unique in the City of Salem because after the UGA Preliminary Declarations were issued, the Water Master Plan was adopted and then was amended, thereby changing the water facilities necessary for water service to the Property. The new Reservoir is at the end of the S-3 water system and does not serve as a source of supply to any currently planned water delivery system which is higher in elevation. It is unnecessary to build the new Reservoir prior to the development of the additional residential units in the Development, which are to be served by the S-3 system, because they can be temporarily and adequately served from a closed end system. The temporary closed end system shall be designed to have adequate capacity to supply household needs and meet public safety standards of 2,000 g.p.m. for fire flow.

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- G. Other Permits.** The parties recognize that this Agreement relates to infrastructure. There will be other applications and permits required for the Development.

NOW THEREFORE in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Recitals set out above are part of this Agreement. This Agreement creates vested rights and duties of the parties and shall survive changes in local policy, law or regulations.
2. The water lines lying within the Development shall be constructed and dedicated to the public as the Development proceeds. The Master Plan water line running from the pump station to the Valley View and Lone Oak water main line shall be in place prior to the installation of the permanent water meter which triggers the need for such line, based upon fire flow requirements from the Public Works Water System computer model.
3. The Developer shall be entitled to provide water service to the development under a temporary closed end system as described herein. The Developer shall construct the 2,400 g.p.m. S-3 pump station to Public Works standards, in phases, as the City deems necessary to serve the Development as it progresses. Developer shall pay all costs necessary to transition the pump station through each phase of its development and to full Master Plan standards. The full Master Plan pump station shall be constructed and on line prior to completion of the Reservoir.
4. Developer shall dedicate the land for the full pump station at the time the first phase of the pump station is built. Developer shall dedicate and the City shall accept the pump station as a permanent public facility, phase by phase, if it meets City Public Works standards. The value of the pump station and land shall be "certified" for purposes of UGA reimbursement, under SRC 66.160, at the time each phase of the pump station is approved by the City for operation, less any credits given from the equipment supplier. Developer shall provide cost documentation to the City as the development of the pump station progresses, phase by phase. Developer may exchange the equipment as the pump station is upgraded phase by phase and shall be entitled to any credit received for the value of any equipment exchanged with the pump station supplier as the pump station equipment is upgraded, phase by phase. Developer shall not be entitled to reimbursement for the certified costs of the Master Plan pump station, land, and water lines, until the Reservoir is constructed and is on line. The reimbursement time under SRC 66.195(a)(2) shall also commence to run at that time. Reimbursement to Developer is limited to the certified costs of the actual Master Plan pump station and not the sum total of the phases of the pump station.
5. All costs and liabilities for maintenance, repair, and operation of the pump station shall be paid by the Developer until the Reservoir is constructed, is on line, and has been accepted by the City. The Developer shall contract for the maintenance, repair, and operation of the pump station with a provider approved in writing by the City. A copy of the proposed agreement with the provider shall be delivered to the City of Salem for its review prior to execution by the Developer and the provider. City shall have ten (10) days to approve or reject said proposed agreement with the provider. City's approval shall not be unreasonably withheld. In the event it becomes necessary

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for City to operate or maintain the pump station and connecting lines prior to the completion of construction of the Reservoir, then City is entitled to reimbursement from Developer or the Trust Account for the reasonable expenses of such operation and maintenance. Developer shall hold City harmless, defend and indemnify the City for any and all damages or claims arising out of City installation and operation of the facilities to the extent such damages or claims do not arise out of the negligent or wrongful acts of the City.

6. The City shall bill to and collect from each owner of a residential unit, on property described in *Exhibit A*, for the monthly water service to said unit. Each residential unit shall have its own water meter.

7. The City shall not issue any additional residential unit building permit for units within the Development after the date hereof until the owner of that unit first pays a "surcharge" of One Thousand Five Hundred Dollars (\$1,500) per unit for each additional residential unit. Should the city not collect the surcharge upon issuance of the building permit, then such surcharge shall be a continuing condition of the building permit and of water service to that unit. The City shall create a trust account (the "Trust Account") into which surcharge funds and other funds described below are deposited.

8. Any systems development improvement (SDCI) credits generated by additional residential units in the Development and associated with all improvements required by UGA permit 96-6UG shall, upon certification by the City for UGA reimbursement under SRC 66.160, be collected, deposited and held in the Trust Account by the City. The City shall have the right to insist on lump sum payments of SDCI monies, and Developer shall record a covenant on the title of units in the Development prohibiting the Bancroft (incremental) financing of any SDCI payment.

SDCI credits, surcharges, and any credits for additional system development charges the City may adopt, which are generated by additional residential units in the Development, will be held in the Trust Account until this Agreement is terminated or the Trust Account funds are disbursed according to the terms hereof. The Developer is entitled to the funds in the Trust Account only upon compliance with obligations set forth in this Agreement. The funds shall be placed by the City's finance director into an investment account selected by the City finance director in conformance with the City's investment policies. Any interest or income generated from these funds shall accrue to the Trust Account. The City shall provide to Developer at Developer's request, but not more frequently than quarterly, proof of deposits in the account and statement of earnings.

9. The Developer shall commence, and thereafter diligently pursue, construction of the Reservoir and connecting lines within 24 months of issuance of the permanent water meter for the 524th additional residential unit in the Development or within 24 months of build-out of the Development, whichever occurs first.

10. Trust Account fund disposition shall be as follows:

a. If Developer constructs the Reservoir and connecting lines, then upon approval of Developer's progress billings by the Director of Public Works, progress payments from

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the Trust Account shall be made to Developer. Upon SRC Chapter 66 cost certification of the facilities required under UGA permit 96-6UG, Developer shall receive the balance of the Trust Account to reimburse Development for these facilities. Developer shall thereafter be entitled SDCI credits from the Development and SRC Chapter 66 reimbursements from subsequent developers until Developer has been paid in full for all certified costs, under SRC Chapter 66, of the facilities required under UGA permit 96-6UG.

b. If the Reservoir is completed by a third party prior to build-out of the Development, the Trust Account shall be first utilized to pay the Developer's prior facility charge (equalized cost) under SRC 66.150. In the event Developer's equalized costs exceed those of the third party, and Developer is reimbursed in full, for Developer's certified costs under SRC Chapter 66, by the third party and Trust Account monies, then the Trust Account accumulation shall cease. The balance in the Trust Account, if any, shall be disbursed to City and Developer ratably according to their respective interests. In the event the Developer would owe additional funds, due to the fact that Developer's certified equalized costs are less than those of the third party, the Trust Account proceeds shall continue to accumulate and shall be disbursed to the third party until the equalized costs are in balance or until build-out, whichever comes first. No lump sum out-of-pocket equalization costs shall be required of Developer under SRC Chapter 66.

c. The City may construct the Reservoir at any time in its sole discretion. In such event, the Trust Account accumulation shall continue until build-out of the Development. The balance in the Trust Account shall be disbursed first to the City for reimbursement for the full City cost of construction of the Reservoir, and then to the Developer, to the extent of Developer's certified costs under SRC Chapter 66 for the facilities and land required under UGA permit 96-6UG. Once the City has been repaid in full, the \$1,500 surcharge shall terminate. The balance in the Trust Account, if any, shall then be disbursed to City and Developer ratably based on their construction costs. In the event Developer has not been repaid in full for its certified costs, then Developer shall be entitled to any remaining SDCI credits from the Development and SRC Chapter 66 reimbursements from subsequent developers until Developer has been paid in full for its certified costs.

d. If the Developer breaches any obligation under this Agreement, including, but not limited to, the obligations and liabilities with respect to pump station operation and maintenance, and that breach goes uncured after thirty (30) days written notice, then City may refuse to issue additional building permits in the Development until after the breach is cured. In the event of Developer's uncured breach, City may use the funds in the Trust Account for repayment to City for its full cost and damages caused by Developer's breach, and in addition, City shall be repaid for the expenses, if any, set out in Paragraph 10(c) above. After City has been repaid in full, city shall reimburse Developer from the Trust Account for Developer's certified costs for the facilities and land required of Developer under UGA permit 96-6UG. City shall also have such other remedies as are available under law.

e. Notwithstanding the other terms of this Agreement, the funds in the Trust Account shall be disbursed to the parties entitled to the funds no later than June 30, 2015, unless this Agreement is extended by mutual agreement of the parties.

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11. In the event suit is filed under this Agreement jurisdiction shall lie in the Circuit Court for the State of Oregon in and for Marion County. The prevailing party shall be entitled to recover from the party not prevailing its reasonable attorneys' fees, witness and experts expenses, and costs, in any trial or arbitration and any appeal therefrom.

12. This Agreement has been approved by the Director of Public Works and may be amended or terminated only by the mutual written agreement of both parties hereto or their successors.

Hawaii Northwest Ventures LTD,  
an Oregon Limited Partnership  
By: Coldwell Banker Mountain West  
Real Estate, Inc., General Partner

City of Salem, an Oregon  
Municipal Corporation

By: Lawrence Tokarski  
Lawrence Tokarski, President

By: Larry Wacker  
Larry Wacker, City Manager

Approved as to form:

By: Stephanie Smythe  
Stephanie Smythe, City Attorney

ATTEST:

By: Jean Lay  
Jean Lay, City Recorder

State of Oregon                    )  
  ) ss.  
County of Marion

On this 29 day of April, 1997, personally appeared Coldwell Banker Mountain West Real Estate, Inc., by and through Lawrence Tokarski, its President, a general partner on behalf of Hawaii Northwest Ventures LTD, an Oregon limited partnership, who being duly sworn, did acknowledge the foregoing instrument to be its voluntary act and deed.

Before me:



Notary Public for Oregon  
My Commission Expires: 11/12/2000

INFRASTRUCTURE AGREEMENT  
HAWAII NORTHWEST VENTURES LTD. AND CITY OF SALEM

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Exhibit 'A'

Beginning at the corner common to Sections 15, 16, 21 and 22, in Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon; thence East 21.10 chains along the North line of Section 22, to the Northwest corner of a 71.33 acre tract formerly owned by D.C. Minto; thence South 15.78 chains, to the Southwest corner of said tract; thence East 1.935 chains along the South line of said 71.33 acre tract; thence South 24.31 chains to an iron pipe on the legal subdivision line running East and West through the middle of Section 22; thence North 89°47' West 23.035 chains to the 1/4 section corner between Sections 21 and 22; thence North 40.00 chains, along the line between Sections 21 and 22 to the place of beginning.

ALSO: Beginning at a point on the line between Sections Fifteen and Twenty-two in Township Eight South of Range Three West of Willamette Meridian, where said line is intersected by the center line of the County Road leading from Salem to Jefferson, said point being 14.90 chains West of the corner common to Sections 14, 15, 22 and 23, and running thence West along the Section line 44.00 chains to an oak stake marked C.S.; thence South 15.78 chains; thence East parallel with the Section line 46.40 chains to the center of the above named County Road and being also the West line of the Halley land; thence North 8°30' West 15.95 chains to the place of beginning.

ALSO: Beginning at a point on the legal subdivision line running East and West through the center of Section 22 and Township 8 South, Range 3 West of the Willamette Meridian in Marion County, State of Oregon, said point being 23.035 chains East of the quarter section corner between Sections 21 and 22 and being also at the Southeast corner of an 89.18 acre tract of land heretofore deeded to Catherine Shand; running thence East along the legal subdivision line 52.07 chains to the centerline of the Pacific Highway; thence Northerly following the center line of said highway to the Southeast corner of a 71.33 acre tract of land formerly owned by D. C. Minto; thence West 44.45 chains to the most Easterly Northeast corner of the 89.18 acre tract above mentioned; thence South 24.31 chains to the place of beginning.

ALSO:  
Lot 9, and the East 66.25 feet of Lot 8, LON'S HILL FRUIT TRACTS, in Marion County, Oregon.

ALSO: Lot 11, LON'S HILL FRUIT TRACTS, Marion County, Oregon; SAVE AND EXCEPT: Beginning at the Northwest corner of Lot 11, Lon's Hill Fruit Tracts, in Marion County, Oregon; thence South along the West line of said Lot 11, a distance of 201.67 feet; thence East parallel with the North line of said Lot 216.00 feet; thence North parallel with the West line of said Lot 201.67 feet to a point on the North line of said Lot; thence West along the North line of said Lot 216.00 feet to the place of beginning.

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Exhibit 'A' - continued

ALSO:  
Lot 8, of LON'S HILL FRUIT TRACTS, in Marion County, Oregon.

SAVE AND EXCEPT the Easterly 66.25 feet thereof.

ALSO:  
A tract of land lying within Lots 6 and 7, BATTLE CREEK FRUIT FARMS NO. 1, in the Southwest one quarter of Section 22, Township 8 South, Range 3 West, Willamette Meridian, Marion County, Oregon; being more particularly described as follows:

Beginning at a 3/4 inch iron pipe at the Northeast corner of said Lot 7 per Marion County Survey No. 16228; thence along the East line of said lot South 0°03'14" East, 447.57 feet; thence leaving said East line North 89°32'14" West, 338.73 feet; thence North 67°51'54" West, 210.00 feet; thence along the arc of a 330.00 foot radius curve right (long chord, North 28°10'10" West, 421.55 feet) 457.26 feet to the North line of said Lot 6; thence along the North lines of said Lots 6 and 7, South 89°32'14" East, 731.85 feet to the point of beginning.

ALSO:  
Lots 54 to 64 inclusive and the 20 foot roadway running Easterly and Westerly along the South side of Lot 64, as shown on the plat of Sunnyside Fruit Farms No. 3 (now vacated).

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Exhibit 'A' (Continued)

SAVE AND EXCEPT:

A tract of land lying in Section 21 and 22, Township 8 South, Range 1 West Willamette Meridian, Marion County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron rod at the Southwest corner of Lot 31, of Fairway One at Creekside P.U.D., as recorded in Volume 40, Page 113, Marion County Book of Town Plats; thence along the arc of a 384.34 foot radius curve right (long chord: South 71°17'02" West 244.91 feet) 249.26 feet to a 5/8" iron rod; thence North 89°16'48" West 484.45 feet to a 5/8" iron rod; thence along the arc of a 316.00 foot radius curve left (long chord: South 71°47'32" West 205.01 feet) 208.78 feet to a 5/8" iron rod; thence South 71°47'32" West 205.01 feet to a 5/8" iron rod; thence South 25°28'45" South 0°42'45" West 261.68 feet to a 5/8" iron rod; thence North 78°22'34" East 45.25 feet to a 5/8" iron rod; thence North 87°20'20" East 138.72 feet to a 5/8" iron rod; thence South 78°35'55" East 195.13 feet to a 5/8" iron rod; thence South 49°06'28" East 114.75 feet to a 5/8" iron rod; thence South 74°08'58" East 57°48'26" East 61.27 feet to a 5/8" iron rod; thence South 71°56'44" East 148.23 feet to a 5/8" iron rod; thence South 71°56'44" East 148.23 feet to a 5/8" iron rod; thence North 84°19'03" East 108.68 feet to a 5/8" iron rod; thence North 25°33'32" East 112.74 feet to a 5/8" iron rod; thence South North 72°10'12" East 116.08 feet to a 5/8" iron rod; thence South 23°44'18" East 98.82 feet to a 5/8" iron rod; thence South 42°16'07" East 124.87 feet to a 5/8" iron rod; thence South 77°41'12" East 120.21 feet to a 5/8" iron rod; thence South 65°36'24" East 93.59 feet to a 5/8" iron rod; thence South 56°53'07" East 157.13 feet to a 5/8" iron rod; thence South South 50°37'56" East 170.84 feet to a 5/8" iron rod; thence South 8°22'21" East 19°37'49" East 87.01 feet to a 5/8" iron rod; thence South 1°30'40" East 223.95 feet to a 5/8" iron rod; thence South 1°30'40" East 223.95 feet to a 5/8" iron rod; thence South 15°18'08" West 153.91 feet to a 5/8" iron rod; thence South 17°10'15" West 215.42 feet to a 5/8" iron rod; thence South 2°54'38" East 140.29 feet to a 5/8" iron rod; thence South 4°01'07" West 190.05 feet to a 5/8" iron rod; thence South 74°11'23" East 113.38 feet to a 5/8" iron rod; thence North 53°47'34" East 63.68 feet to a 5/8" iron rod; thence North 35°04'06" East 201.75 feet to a 5/8" iron rod; thence North 68°00'58" East 33°41'07" East 86.01 feet to a 5/8" iron rod; thence North 35°09'19" East 80.97 feet to a 5/8" iron rod; thence North 50°11'52" East 145.50 feet to a 5/8" iron rod; thence North 51°49'55" East 96.23 feet to a 5/8" iron rod; thence North 65°15'50" East 238.94 feet to a 5/8" iron rod; thence North 77°04'10" East 336.11 feet to a 5/8" iron rod; thence North 77°51'16" East 205.32 feet to a 5/8" iron rod; thence North 70°43'37" East 183.22 feet to a 5/8" iron rod; thence South 51°40'45" East 177.18 feet to a 5/8" iron rod; thence South 78°12'14" East 249.56 feet to a 5/8" iron rod; thence North 81°18'38" East 168.19 feet to a 5/8" iron rod; thence North 78°31'16" East 74°30'48" East 73.75 feet to a 5/8" iron rod; thence South 62°48'47" East 229.55 feet to a 5/8" iron rod; thence South 70°40'21" East 191.57 feet to a 5/8" iron rod; thence South 89°00'25" East 96.35 feet to a 5/8" iron rod; thence North 66°00'52" East 160.61 feet to a 5/8" iron rod; thence North 33°54'31" East 16.06 feet to a 5/8" iron rod; thence South 78°00'31" East 87.95 feet to a 5/8" iron rod; thence South 28°38'07" East 53.54 feet to a 5/8" iron rod; thence South 20°35'32" East 104.39 feet to a 5/8" iron rod; thence South

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EXHIBIT 'A' - continued

41'09" East 158.04 feet to a 5/8" iron rod; thence South 38°20'59" East 7.28 feet to a 5/8" iron rod; thence South 186.19 feet to a 5/8" iron rod on the East-West centerline of said Section 22; thence along said East-West centerline South 89°38'12" East 651.20 feet to the Westerly right-of-way line of Sunnyside Road; thence along said right-of-way line as follows: North 36°24'26" West 309.20 feet; thence North 24°18'49" West 255.71 feet; thence along the arc of a 1109.84 foot radius curve right (long chord: North 16°23'47" West 305.74 feet) 306.71 feet; thence North 8°28'46" West 320.52 feet; thence South 81°31'14" West 12.00 feet; thence North 8°28'46" West 29.81 feet to a 5/8" iron rod; thence leaving said right-of-way line West 156.99 feet to a 5/8" iron rod; thence North 23°42'40" West 250.35 feet to a 5/8" iron rod on the Southerly right-of-way line of Creekside Drive as shown on the recorded Plat of Golf Club Estates at Creekside P.U.D.-- Phase I, in Volume 40, Page 21, said Book of Town Plats; thence along the Southerly line of said Phase I as follows: on the arc of a 493.52 foot radius curve right (long chord: North 56°36'07" West 165.77 feet) 166.56 feet to a 5/8" iron rod; thence North 46°56'00" West 300.11 feet to a 5/8" iron rod; thence South 43°04'00" West 100.00 feet to a 5/8" iron rod; thence North 46°56'00" West 162.00 feet to a 5/8" iron rod; thence North 50°38'35" West 74.38 feet to a 5/8" iron rod; thence North 59°23'54" West 75.66 feet to a 5/8" iron rod; thence North 68°18'21" West 76.54 feet to a 5/8" iron rod; thence North 76°22'54" West 75.88 feet to a 5/8" iron rod; thence North 85°31'00" West 240.00 feet to a 5/8" iron rod to the Southwest corner of Lot 31, said Phase I, being also the Southeast corner of Lot 63, of Golf Club Estates at Creekside P.U.D.-- Phase 2, in Volume 40, Page 94, said Book of Town Plats; thence along the Southerly line of said Phase 2 as follows: North 85°31'00" West 320.00 feet to a 5/8" iron rod; thence North 85°40'18" West 80.00 feet to a 5/8" iron rod; thence North 87°55'41" West 80.00 feet to a 5/8" iron rod; thence South 89°09'08" West 80.00 feet to a 5/8" iron rod; thence South 86°13'58" West 80.00 feet to a 5/8" inch rod; thence North 88°52'15" West 80.61 feet to a 5/8" iron rod; thence South 87°26'34" West 80.16 feet to a 5/8" iron rod; thence North 88°18'20" West 80.75 feet to a 5/8" iron rod; thence South 88°40'44" West 166.84 feet to a 5/8" iron rod; thence North 72°10'24" West 36.94 feet to a 5/8" iron rod; thence North 6°08'05" West 55.00 feet to a 5/8" iron rod at the Northwest corner of Lot 75, said Phase 2, being also on the Southerly line of said Fairway One at Creekside P.U.D.; thence along the Southerly line of said Fairway One as follows: South 83°51'55" West 132.63 feet to a 5/8" iron rod; thence along the arc of a 336.92 foot radius curve right (long chord: North 87°31'30" West 100.87 feet) 101.25 feet to a 5/8" iron rod; thence along the arc of a 252.25 foot radius curve left (long chord: North 80°14'32" West 11.67 feet) 11.67 feet to a 5/8" iron rod; thence South 11°59'22" East 77.91 feet to a 5/8" iron rod; thence South 78°00'38" West 150.80 feet to a 5/8" iron rod; thence North 74°48'07" West 797.03 feet to a 5/8" iron rod; thence North 73°09'22" West 352.71 feet to a 5/8" iron rod; thence North 64°24'35" West 52.61 feet to a 5/8" iron rod; thence North 76°15'53" West 52.08 feet to a 5/8" iron rod; thence North 75°02'58" West 156.62 feet to a 5/8" iron rod; thence North 68°23'54" West

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Exhibit 'A' (Continued)

ALSO SAVE AND EXCEPT:

Beginning at the Northwest corner of Lot 62 of the Golf Club Estates at Creekside, Phase 2, P.U.D., as recorded in the Marion County Book of Town Plats; thence running South 4°29'00" West 57.71 feet to the Southwest corner of said Lot 62 on the Northerly right of way line of Creekside Drive; thence along said right of way line North 85°31'00" West 122.10; thence 320.60 feet along a 1730.00 foot radius curve to the left, (the chord of which bears South 89°10'28" West 320.15 feet); thence South 83°51'55" West 415.12 feet to the Westerly boundary of said P.U.D.; thence continuing along said right of way line South 83°51'55" West 132.62 feet; thence 86.23 feet along a 286.95 foot radius curve to the right, (the chord of which bears North 87°31'32" West 85.91 feet); thence leaving said right of way line North 08°13'11" West 70.40 feet; thence North 85°44'11" East 168.91 feet; thence North 26°33'53" East 50.95 feet; thence North 42°22'47" East 74.74 feet; thence North 55°05'07" East 54.85 feet; thence North 74°44'19" East 60.34 feet; thence North 43°31'12" East 84.51 feet; thence North 59°51'45" East 85.51 feet; thence North 67°36'01" East 92.75 feet; thence North 78°10'34" East 132.73 feet; thence North 75°40'13" East 129.25 feet; thence North 84°58'50" East 81.05 feet; thence North 79°05'06" East 58.44 feet; thence North 86°33'17" East 68.52 feet; thence North 86°30'54" East 181.99 feet; thence South 80°38'56" East 48.97 feet to the South-West corner of Lot 50 of Golf Club Estates at Creekside P.U.D., as recorded in the Marion County Book of Town Plats; thence running South 89°49'27" East 160.00 feet to the Southwest corner of Lot 48 of said P.U.D.; thence South 85°26'27" East 240.13 feet along the South lines of Lots 48, 47 and 46 to the Southwest corner of Lot 45; thence South 84°12'00" East 406.89 feet along the South lines of Lots 45, 44, 43, 42, and 41 to the Southeast corner of Lot 41 on the West side of Crooked Stick Loop; thence South 12°06'00" West 320.70 feet along the West side of Crooked Stick Loop to the Northeast corner of Lot 40 of said P.U.D.; thence running North 84°12'00" West 363.89 feet along the North line of Lots 40, 38, 37 and 36 to the Northwest corner of Lot 36 of said P.U.D.; thence North 85°31'00" West 338.06 feet along the North side of Lots 35, 34, 33, 32 to the Northwest corner of Lot 32, being also the Northeast corner of Lot 61 of said Phase 2 P.U.D.; thence North 85°31'00" West 27.30 feet along the North line of said Lot 61; thence South 77°41'12" West 159.51 feet along the North line of Lots 61 and 62; thence South 87°14'37" West 22.54 feet to the point of beginning.

Jun 16, 1997

Exhibit 'A'

ALSO SAVE AND EXCEPT:

Beginning at the Southwest corner of Lot 15 of the Golf Club Estates at Creekside P.U.D.--Phase 1 development as recorded in the Marion County Book of Town Plats; thence South 77°54'00" East 100.00 feet along the South side of said Lot 15 to the Southeast corner of Lot 15; thence North 12°06'00" East 73.00 feet to the Southeast corner of Lot 14; thence North 59°49'07" East 33.68 feet to the Southwest corner of Lot 13; thence South 89°51'30" East 43.28 feet along said Lot 13 to the Northwest corner of Lot 12; thence South 89°52'20" East 319.98 feet along the West side of Lots 12, 11, 10 and Lot 9 to the Southwest corner of Lot 9; thence South 08°29'38" East 240.00 feet along Lots 8, 7 and Lot 6, to the Southwest corner of Lot 6; thence South 00°32'51" West 74.96 feet to the Southwest corner of Lot 5; thence South 12°07'48" West 74.34 feet to the Southwest corner of Lot 4; thence South 71°56'36" East 100.00 feet to a point on the West side of the Crooked Stick Loop; thence Southerly 101.96 feet along the West side of said Crooked Stick Loop, that is a 460 foot radius curve to the right, (the chord of which bears South 24°24'21" West 101.75 feet); thence continuing along said Crooked Stick Loop, South 30°45'20" West 177.05 feet; thence 34.33 feet along a 20.00 foot radius curve to the right (the chord of which bears South 79°55'38" West 30.27 feet); thence 30.02 feet along a 433.52 foot radius curve to the right, (the chord of which bears North 48°55'02" West 30.01 feet); thence North 46°56'00" West 327.67 feet to the Southeast corner of Lot 22 of said plat; thence North 21°27'20" East 170.59 feet along Lot 22 and a portion of Lot 21; thence North 12°06'00" East 472.05 feet to the Northeast corner of Lot 16; thence North 77°54'00" West 100.00 feet to the Northwest corner of said Lot 16; thence North 12°06'00" East 30.00 feet to the point of beginning.

Jun 16, 1997

Exhibit "A" - continued

ALSO SAVE AND EXCEPT:  
Beginning at a point which is South 82°10'47" West 1,289.28 feet from the Southwest corner of Lot 32 of Golf Club Estates at Creekside P.U.D. -- Phase 1 as recorded in the Marion County Book of Town Plats, said point is South 73°13'27" East 32.07 feet from the true point of beginning; thence running South 11°59'22" East 99.70 feet to a 5/8" iron rod; thence South 78°00'38" West 150.80 feet to a 5/8" iron rod; thence North 74°48'07" West 797.03 feet to a 5/8" iron rod; thence North 73°09'22" West 352.71 feet to a 5/8" iron rod; thence North 76°15'51" 64°24'35" West 52.61 feet to a 5/8" iron rod; thence North 75°02'58" West 156.62 West 52.08 feet to a 5/8" iron rod; thence North 68°23'54" West 22.31 feet to a 5/8" iron rod; thence North 13°02'28" West 88.66 feet to a 5/8" iron rod; thence North 27°35'33" West 70.60 feet to a 5/8" iron rod; thence along the North 85°00'15" West 64.45 feet to a 5/8" iron rod; thence along the arc of a 384.00 foot radius curve left (long chord: North 46°21'08" East 84.97 feet) 85.15 feet to a 5/8" iron rod; thence North 40°00'00" East 221.62 feet; thence North 83°03'28" East 167.98 feet; thence South 88°55'54" East 138.31 feet; thence South 73°58'59" East 142.71 feet; thence South 11°48'23" East 62.81 feet; thence South 42°48'01" East 57.65 feet; thence South 60°52'17" East 80.30 feet; thence South 70°57'38" East 75.87 feet thence South 82°16'56" East 34.01 feet; thence South 70°57'38" East 138.38 feet; thence South 19°02'22" West 99.79 feet; thence South 70°57'38" East 310.00 feet; thence 110.59 feet along a 95.00 foot radius curve to the right (the chord of which bears South 37°36'42" East 104.45 feet; thence South 04°15'46" East 15.63 feet; thence 11.42 feet along a 20.00 foot radius curve to the left (the chord of which bears South 49°15'46" East 28.28 feet); thence North 85°44'14" East 6.12 feet; thence South 04°15'46" East 26.00 feet; thence South 78°13'17" East 5.40 feet; thence South 73°13'27" East 48.63 feet to the true point of beginning.

ALSO SAVE AND EXCEPT: GOLF CLUB ESTATES AT CREEKSIDE P.U.D. -- PHASE 1, in the City of Salem, County of Marion and State of Oregon.

ALSO SAVE AND EXCEPT: GOLF CLUB ESTATES AT CREEKSIDE P.U.D. -- PHASE 2, in the City of Salem, County of Marion and State of Oregon.

Jun 16, 1997

r No. 656834

Exhibit 'A'

ALSO SAVE AND EXCEPT:  
A tract of land lying in the Northeast 1/4 of Section 22, Township 8 South, Range 3 West, Willamette Meridian, City of Salem, Marion County, Oregon; more particularly described as follows:

Beginning at a 5/8" iron rod on the East-West centerline of said Section 22, North 89°38'12" West 1007.85 feet from a 1" iron pipe at the East 1/4 corner of said Section; thence leaving the Section line North 186.19 feet to a 5/8" iron rod; thence North 38°20'59" West 167.28 feet to a 5/8" iron rod; thence North 34°41'09" West 158.04 feet to a 5/8" iron rod; thence North 20°35'32" West 104.39 feet to a 5/8" iron rod; thence North 28°38'07" West 53.54 feet to a 5/8" iron rod; thence North 78°00'31" West 87.95 feet to a 5/8" iron rod; thence South 33°54'31" West 36.06 feet to a 5/8" iron rod; thence South 66°00'52" West 160.61 feet to a 5/8" iron rod; thence North 89°00'25" West 96.35 feet to a 5/8" iron rod; thence North 70°40'21" West 191.57 feet to a 5/8" iron rod; thence North 62°48'47" West 94.41 feet; thence South 0°21'48" West 617.78 feet to said East-West centerline of Section 22; thence along said line South 89°38'12" East 874.02 feet to the point of beginning; containing 10.00 acres, more or less.

SUBJECT TO a 20.00 foot wide access and utilities easement to the above described tract, the South line of which being more particularly described as follows:

Beginning at a 1" iron pipe at the center 1/4 corner of said Section 22, being also at the centerline of the North end of a 40 foot right-of-way for Devon Avenue; thence along the East-West centerline of said Section 22, South 89°38'12" East 754.61 feet to the terminus at the Southwest corner of the above described tract, said corner lies North 89°38'12" West 1881.87 feet from a 1" iron pipe at the East 1/4 corner of said Section 22.

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REEL:1400

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June 16, 1997 , 10:44A

CONTROL #: 1400574

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: \$80.00

ALAN H DAVIDSON  
COUNTY CLERK

Jun 16, 1997