



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:

Jeremy Grenz
1155 13th St SE
Salem, OR 97302
Phone: (503)363-9227
Fax:

Date Prepared : January 13, 2023
Effective Date : 8:00 A.M on December 30, 2022
Order No. : 7089-4027210
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)

PARCEL 1:

Lot 149 of EAST PARK ESTATES PUD, [Volume H48, Page 91](#), Marion County Book of Town Plats, recorded on August 30, 2021 at [Reel 4533, Page 393](#) of Marion County Deed Records.

PARCEL 2:

Parcel 1, PARTITION PLAT NO. [2020-61](#), Marion County Book of Partition Plats

PARCEL 3:

Beginning at a point which is 0.30 chains North and 1.666 chains West from the most Northerly Northwest corner of the J.C. Caplinger Donation Land Claim, in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, said point is also described as being at the intersection of the West line of a County Road (which road is described in [Volume 133, Page 149](#), Deed Records for Marion County, Oregon), and the center line of Salem to Geer road; and running thence West 10.907 chains along the center line of said Salem to Geer Road to the Southeast corner of the R.E. West property described in deed recorded in [Volume 102, Page 501](#), Deed Records for Marion County, Oregon; thence North along the East line of said R. E. West property 20.34 chains to the South boundary of the Southern Pacific Railroad right of way; thence East along said right of way 10.907 chains to the West line of the County Road; thence South along the West line of said County Road 20.302 chains to the place of beginning.

EXCEPT that part conveyed to Marion County, Oregon, by deed dated October 7, 1957, in [Volume 504, Page 741](#), and by deed dated July 14, 1960, recorded December 28, 1960, in [Volume 540, Page 545](#), Deed Records of Marion County, Oregon.

PARCEL 4:

Parcel 2, as described in [Reel 4230, Page 271](#), Marion County Deed Records, more particularly described as follows:

Beginning at a point which is 12.50 chains West and 61 links North of the most Northerly Northwest corner of J.C. Caplinger's Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County; and running thence North 20.03 chains to the R. Savage's line; thence West 5.53 chains; thence South 20.05 chains to the center of the County Road leading to Salem; thence East to the place of beginning.

EXCEPT that part lying in Southern Pacific Railroad right of way, and that part conveyed to Marion County, Oregon, by deed dated October 7, 1957, recorded October 10, 1957, in [Volume 504, Page 744](#), Deed Records for Marion County, Oregon.

PARCEL 5:

Parcel 3, as described in [Reel 4230, Page 271](#), Marion County Deed Records, more particularly described as follows:

Beginning in the center of the County Road at a point which is 0.72 chains North 1° 20' West and 1193.36 feet South 89° 34' West from the most Northerly Northwest corner of the J.C. Caplinger Donation Land Claim No. 75, in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 89° 34' West along the center of said County Road, a distance of 339.96 feet; thence North 0° 11' West 204.50 feet; thence South 89° 49' West 8.63 feet; thence North 0° 08' West 1051.24 feet to the South line of the Southern Pacific Railroad right of way; thence South 89° 51'

East along the South line of the said Railroad right of way 348.76 feet; thence South 0° 08' East 1252.36 feet to the place of beginning.

EXCEPT that part conveyed to Marion County, Oregon, by deed dated October 7, 1957, recorded October 10, 1957, in [Volume 504, Page 742](#), Deed Records, in Marion County, Oregon.

PARCEL 6:

The property described in Exhibit C, [Reel 4513, Page 308](#), Marion County Deed Records, more particularly described as follows:

Commencing at a 5/8" iron rod at the Southeast corner of Parcel 1, Partition Plat [2020-61](#) in the Southwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, City of Salem, Marion County, Oregon; thence along the South line of said Parcel 1 South 89°59'11" West 1582.29 feet to a 5/8" iron rod at the True Point of Beginning; thence South 00°22'20" East 110.00 feet to a 5/8" iron rod; thence South 00°03'41" East 45.00 feet to a 5/8" iron rod; thence South 00°02'06" West 45.00 feet to a 5/8" iron rod; thence South 00°00'06" East 225.00 feet to a 5/8" iron rod; thence South 00°07'39" East 225.00 feet to a 5/8" iron rod; thence South 00°09'14" East 135.00 feet to a 5/8" iron rod; thence South 00°18'54" East 135.00 feet to a 5/8" iron rod; thence South 00°04'22" West 131.28 feet to a 5/8" iron rod; thence North 89°26'55" East 15.84 feet to a 5/8" iron rod; thence South 01°14'36" East 1.31 feet to a 5/8" iron rod on the North line of the tract of land described as "Parcel VII" in [Reel 4230, Page 271](#), Marion County Deed Records; thence along the North line of said "Parcel VII" North 89°51'44" East 178.39 feet to a 1/2" iron pipe at the Southeast corner of the tract of land described as "Parcel VI" in said [Reel 4230, Page 271](#); thence along the East line of said "Parcel VI" North 00°13'52" West 1052.06 feet to the South line of said Parcel 1; thence along said South line South 89°59'11" West 192.20 feet to the True Point of Beginning.

PARCEL 7:

The property described in Exhibit C, [Reel 4558, Page 257](#), Marion County Deed Records, more particularly described as follows:

Beginning at a 1/2" iron pipe at the Southeast corner of the tract of land described as Exhibit C in Reel 4513, Page 308, Marion County Deed Records in the Southwest Quarter of Section 29, Township 7 South, Range 2 West of the Willamette meridian, City of Salem, Marion County, Oregon; thence along the North line of the tract of land described as "Parcel VII" in [Reel 4230, Page 271](#), Marion County Deed Records North 89°51'44" East 8.63 feet to the Northeast corner thereof; thence along the East line of said "Parcel VII" South 00°14'43" East 174.54 feet to the North Right of Way of State Street; thence along said North Right of Way South 89°27'28" West 188.15 feet to a 5/8" iron rod; thence North 00°53'51" East 112.17 feet to a 5/8" iron rod; thence North 01°14'36" West 63.72 feet to a 5/8" iron rod at the most Southerly Southwest corner of said Exhibit C; thence along the South line thereof North 89°51'54" East 178.39 feet to the Point of Beginning.

Map No.: 072W29C000199, 072W29C000101, 072W29C000100, 072W29C000200, 072W29C000300, 072W29C000400 & 072W29BC14000

Tax Account No.: 335045, 346188, 523955, 523957, 523960, 523963, 604676

EXHIBIT "B"
(Vesting)

East Park LLC, an Oregon limited liability company

EXHIBIT "C"
(Liens and Encumbrances)

1. Potential taxes due to disqualification for Farm Land use, in the amount of \$20,801.64 for APN 523957.
2. Potential taxes due to disqualification for Farm Land use, in the amount of \$8,132.66 for APN 523963.
3. City liens, if any, of the City of Salem.
4. An easement reserved in a deed, including the terms and provisions thereof;
Recorded: December 03, 1942 as [Volume 278, Page 147](#), Deed Records
From: The State of Oregon by and through its State Land Board
To: L. W. Horn and Hazel B. Horn, husband and wife
For: Right of way for ditches, canals and reservoir sites for irrigation purposes
Affects: Parcels 5, 6, and 7
5. Easement, including terms and provisions contained therein:
Recording Information: July 28, 1961 as [Volume 547 , Page 204](#), Deed Records
In Favor of: Portland General Electric Company, an Oregon corporation
For: Utilities
Affects: Parcel 3
6. Easement, including terms and provisions contained therein:
Recording Information: August 06, 1965 as [Book 605, Page 18](#), Deed Records
For: roadway
Affects: Parcel 6
7. Easement, including terms and provisions contained therein:
Recording Information: October 04, 1966 as [Volume 622, Page 642](#), Deed Records
In Favor of: Marion County, Oregon
For: Pipelines
Affects: Parcel 6
8. Easement, including terms and provisions contained therein:
Recording Information: October 04, 1966 as [Volume 622, Page 643](#), Deed Records
In Favor of: Marion County, Oregon
For: Pipelines
Affects: Parcel 1
9. Easement, including terms and provisions contained therein:
Recording Information: April 08, 1981 as [Reel 246, Page 657](#), Film Records
In Favor of: Portland General Electric Company, an Oregon corporation
For: Electric power lines
Affects: Parcel 1

10. Easement, including terms and provisions contained therein:
Recording Information: August 01, 1981 as [Reel 246, Page 685](#), Film Records
In Favor of: Portland General Electric Company, an Oregon corporation
For: Anchor
Affects: Parcel 3

11. Reservation(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;
Recorded: March 18, 2004
Recording Information: [Reel 2289, Page 327](#), Film Records
From: Union Pacific Railroad Company
For: Minerals and all mineral rights of any kind
Affects: Parcel 2

12. Water Right Conveyance Agreement, including the terms and conditions thereof, as disclosed in Memorandum of Contract
Vendor: Salem Mushroom Farm, LLC, a Delaware limited liability company, Auburn Road Mushroom Farm, LLC, a Delaware limited liability company, Cordon Road Mushrooms, LLC
Vendee: The Pictsweet Company, a Delaware corporation
Recording Information: October 21, 2009 as [Reel 3115, Page 211](#), Film Records

The above Memorandum of Contract is purporting to convey certain water rights appurtenant to the described property.

13. Private Road Improvement Agreement, including terms and provisions thereof.
Recorded: May 06, 2011 as [Reel 3282, Page 365](#), Film Records

14. Deed of Trust and Assignment of Rents.
Grantor/Trustor: East Park, LLC, an Oregon limited liability company
Grantee/Beneficiary: Washington Federal Bank, National Association
Trustee: Fidelity National Title Insurance Company, a Florida corporation
Amount: \$23,997,528.00
Recorded: November 14, 2019
Recording Information: [Reel 4266, Page 414](#), Film Records

Note: This Deed of Trust contains Line of Credit privileges. If the current balance owing on said obligation is to be paid in full in the forthcoming transaction, confirmation should be made that the beneficiary will issue a proper request for full reconveyance.

A document recorded May 17, 2022 as [Reel 4624, Page 268](#) of Official Records provides that Kevin P. Moran, Attorney at Law was substituted as trustee under the deed of trust.

15. Subordination Agreement - Lease, including terms and provisions thereof.
Recorded: November 14, 2019 as [Reel 4266, Page 415](#), Film Records

16. An unrecorded Residential Lease Agreement and the terms and conditions thereof, lease dated August 15, 2019, executed by East Park LLC, an Oregon limited liability company as lessor and Robert I. Grinberg, individually, and Lila J. Grinberg, individually as lessee, as disclosed by a instrument recorded August 15, 2019 as [Reel 4230, Page 294](#), Film Records, and instrument recorded November 14, 2019 as [Reel 4266, Page 415](#), Film Records of Official Records.
17. Intercreditor and Subordination Agreement, including terms and provisions thereof.
Recorded: March 05, 2020 as [Reel 4308, Page 47](#), Film Records

Modification and/or amendment by instrument:
Recording Information: August 08, 2022 as [Reel 4648, Page 403](#), Film Records
18. Improvement Agreement, including terms and provisions thereof.
Recorded: April 23, 2020 as [Reel 4326, Page 201](#), Film Records
(Affects Parcel 1)

Modification and/or amendment by instrument:
Recording Information: October 01, 2021 as [Reel 4546, Page 453](#), Film Records

Modification and/or amendment by instrument:
Recording Information: May 10, 2022 as [Reel 4622, Page 215](#), Film Records
19. Notice of Decision, including terms and provisions thereof.
Recorded: July 07, 2020 as [Reel 4355, Page 469](#), Film Records
(Affects Parcel 2)
20. Notice of Decision, including terms and provisions thereof.
Recorded: November 10, 2020 as [Reel 4408, Page 134](#), Film Records
21. Notice of Decision, including terms and provisions thereof.
Recorded: April 26, 2021 as [Reel 4482, Page 84](#), Film Records
22. Agreement and the terms and conditions thereof:
Seller: East Park, LLC, an Oregon limited liability company
Buyer: D.R. Horton, Inc.-Portland, a Delaware corporation
Recording Information: July 20, 2021 as [Reel 4517, Page 110](#), Film Records
23. Notice of Decision, including terms and provisions thereof.
Recorded: April 26, 2021 as [Reel 4482, Page 84](#), Film Records
24. Agreement and the terms and conditions thereof:
Seller: East Park, LLC, an Oregon limited liability company
Purchaser: D.R. Horton, Inc.-Portland, a Delaware corporation
As disclosed by: Memorandum of Agreement
Recording Information: July 20, 2021 as [Reel 4517, Page 110](#), Film Records

Modification and/or amendment by instrument:
Recording Information: August 04, 2022 as [Reel 4648, Page 163](#), Film Records

25. Easement as shown on the recorded plat of East Park Estates PUD
For: access and utility to the City of Salem
Affects: see plat for exact location

(Affects Parcel 1)
26. Easement as shown on the recorded plat of East Park Estates PUD
For: utilities to the City of Salem
Affects: see plat for exact locations

(Affects Parcel 1)
27. Improvement Agreement, including terms and provisions thereof.
Recorded: December 08, 2021 as [Reel 4571, Page 374](#), Film Records
(Affects Parcels 2, 5, 6 and 7)
28. Notice of Decision, including terms and provisions thereof.
Recorded: July 22, 2022 as [Reel 4644, Page 374](#), Film Records
(Affects Parcel 1)
29. Private Development Agreement for Public Road Improvements, including terms and provisions thereof.
Recorded: July 27, 2022 as [Reel 4645, Pge 494](#), Film Records
30. Agreement Regarding waiver of Surface Entry Rights, including terms and provisions thereof.
Recorded: August 04, 2022 as [Reel 4648, Page 95](#), Film Records
31. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: East Park, LLC, an Oregon limited liability company
Grantee/Beneficiary: D.R. Horton, Inc.-Portland, a Delaware corporation
Trustee: First American Title Insurance Company
Amount: \$7,082,865.20
Recorded: August 05, 2022
Recording Information: [Reel 4648, Page 280](#), Film Records
(Affects said land and other property)

The lien of said Deed of Trust was subordinated to the lien of the instrument recorded November 14, 2019 under recording no. [Reel 4266, Page 414](#), Film Records and the lien of the instrument recorded August 05 under recording no. [Reel 4648, Page 368](#), Film Records by agreement recorded August 08, 2022 under recording no. [Reel 4648, Page 403](#), Film Records .

32. Deed of Trust and Assignment of Rents.
Grantor/Trustor: East Park, LLC, an Oregon limited liability company
Grantee/Beneficiary: Washington Federal Bank, a Washington state chartered commercial bank
Trustee: Fidelity National Title Insurance Company, a Florida corporation
Amount: \$30,209,600.00
Recorded: August 05, 2022
Recording Information: [Reel 4648, Page 368](#), Film Records

Note: This Deed of Trust contains Line of Credit privileges. If the current balance owing on said obligation is to be paid in full in the forthcoming transaction, confirmation should be made that the beneficiary will issue a proper request for full reconveyance.

33. Financing Statement, indicating a Security Agreement
Debtor: East Park, LLC
Secured Party: Washington Federal Bank
Recorded: August 08, 2022
Recording Information: [Reel 4648, Page 404](#), Film Records

34. Unrecorded leases or periodic tenancies, if any.

NOTE: Taxes for the year 2022-2023 PAID IN FULL

Tax Amount: \$3,702.04
Map No.: 072W29C000199
Property ID: 335045
Tax Code No.: 24010
(Affects Parcel 2)

NOTE: Taxes for the year 2022-2023 PAID IN FULL

Tax Amount: \$23,358.02
Map No.: 072W29C000101
Property ID: 346188
Tax Code No.: 24010
(Affects Parcel 4)

NOTE: Taxes for the year 2022-2023 PAID IN FULL

Tax Amount: \$45,461.23
Map No.: 072W29C000100
Property ID: 523955
Tax Code No.: 24010
(Affects Parcel 3)

NOTE: Taxes for the year 2022-2023 PAID IN FULL

Tax Amount: \$15,396.84
Map No.: 072W29C000200
Property ID: 523957
Tax Code No.: 24010
(Affects Parcel 5)

NOTE: Taxes for the year 2022-2023 PAID IN FULL

Tax Amount: \$347.60
Map No.: 072W29C000300
Property ID: 523960
Tax Code No.: 24010
(Affects Parcel 7)

NOTE: Taxes for the year 2022-2023 PAID IN FULL

Tax Amount: \$6,330.01
Map No.: 072W29C000400
Property ID: 523963

Tax Code No.: 24010
(Affects Parcel 6)

NOTE: Taxes for the year 2022-2023 PAID IN FULL

Tax Amount: \$17,098.56
Map No.: 072W29BC14000
Property ID: 604676
Tax Code No.: 24010
(Affects Parcel 1)

NOTE: This Public Record Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the Office of the County Clerk covering Fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.

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.



First American

First American Title Insurance Company
777 Commercial Street SE, Suite 100
Salem, OR 97301

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.