

OREGON CITY SCHOOL DISTRICT

MASTER PLAN

OREGON CITY HIGH SCHOOL AND TRANSPORTATION MAINTENANCE FACILITY CAMPUS

Exhibit A -Title Reports

Title Reports for the parcels of the campus site follow.

OREGON CITY SCHOOL DISTRICT

MASTER PLAN

OREGON CITY HIGH SCHOOL AND TRANSPORTATION MAINTENANCE FACILITY CAMPUS

Tax Lot 1100

SCHEDULE A

Amount \$ 55,982.50

Date November 25, 1968

4:04 P.M.
At ~~8:00 A.M.~~

INSURED

----- SCHOOL DISTRICT NO. 62, CLACKAMAS COUNTY, OREGON -----

The fee simple title to said land is, at the date hereof, vested in

----- MILTON O. ESSIG AND O. NATALIE ESSIG,
as tenants by the entirety. -----

The land referred to in this policy is described as:

IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON

PARCEL A: Part of the Andrew Hood D. L. C. in T. 3 S., R. 2 E., of the W. M., described as follows:

Beginning at a point North 7.09 chains from a point North 89° 24' West 8.89 chains from the common corner of Sections 9, 10, 15, and 16, T. 3 S., R. 2 E., of the W. M.; thence North 275.22 feet to the South boundary of that certain tract conveyed by Thomas Blackburn and wife, to Charles A. Baxter and wife, by deed recorded in Book 224, page 304, Deed Records; thence tracing the South line of said Gilbert tract South 89° 24' East a distance of 1092.3 feet to the center of the County Road; thence tracing the center of the County Road South 40° 45' East 130.54 feet; thence North 89° 24' West 321.26 feet; thence South 175 feet to the South boundary of that certain tract described in Deed from Charles Derrick and wife, to Raymond Rilance and wife by deed recorded in Book 242, page 302, Deed Records; thence tracing said South boundary of the Rilance tract North 89° 24' West a distance of 836.82 feet to the place of beginning.

EXCEPT that part lying within the boundary of the County Roads.

ALSO EXCEPT a tract of land conveyed to William F. Essig, et us, by deed recorded March 16, 1955, in Clackamas County Deed Book 493, page 184.

PARCEL B: A part of the D. L. C. of Andrew Hood and wife, in T. 3 S., R. 2 E., of the W. M., described as follows:

Beginning at the southwest corner of a certain 5 acre tract of land deeded by Christian Muralt and Erma Muralt, his wife, to E. W. Hornshuh on March 4, 1908 and which deed is recorded in Book 102, page 516, Deed Records of Clackamas County, Oregon, running thence South

6.34 chains; thence East 34.31 chains to the middle of the County Road known as the Oregon City and Ringo Road; thence Northwesterly along the center of the said road 8.37 chains to the southeast corner of the above tract of land; thence West 28.85 chains to the place of beginning

EXCEPT that parcel described in deed from Thomas Blackburn and wife to Clackamas Southern Railway company recorded in Book 134, page 394, Deed Records.

ALSO EXCEPT a tract of land conveyed to William F. Essig, et ux, by deed recorded March 16, 1955 in Clackamas County Deed Book 493, page 184.

FURTHER EXCEPTING THEREFROM that portion in County Road.-----

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured on page 1 of this policy.

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; pending proceedings for vacating, opening or changing of streets or highways preceding entry of the ordinance or order therefor.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records; unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
5. 1968-69 taxes \$975.11 of which 374.16 has been paid. 62-15 #32217
6. Easement, including the terms and provisions thereof, from Milton O. Essig and O. Natalie Essig, husband and wife, to Portland General Electric Company, an Oregon corporation, recorded June 10, 1958, Fee No. 8426, Deed Records.
7. Right of Way Contract, including the terms and provisions thereof, from Milton O. Essig and O. Natalie Essig, husband and wife, to Pacific Northwest Pipeline Corporation, a Delaware corporation, dated October 15, 1959, recorded October 27, 1959, Fee No. 19705, Deed Records, and corrected by instrument recorded August 10, 1960, Fee No. 14286, Deed Records.
8. Contract of Sale, including the terms and provisions thereof, between Milton O. Essig and O. Natalie Essig, his wife, vendors, and School District No. 62, Clackamas County, Oregon, vendee, dated November 19, 1968, recorded November 25, 1968, Fee No. 68 23940.-----

OREGON CITY SCHOOL DISTRICT

MASTER PLAN

OREGON CITY HIGH SCHOOL AND TRANSPORTATION MAINTENANCE FACILITY CAMPUS

Tax Lot 1200

CHICAGO TITLE INSURANCE COMPANY
OF OREGON
STATUS OF RECORD TITLE
January 16, 2001

10001 SE SUNNYSIDE ROAD
CLACKAMAS, OREGON 97015
Telephone: (503) 653-7300

Order No.: 222761

TO: Milstead & Associates Inc.
10121 SE Sunnyside Road #335
Clackamas, Oregon 97015

Attention: Gary Cooper

Charge: \$500.00

We have searched our Tract Indices as to the following described real property:

PLEASE SEE ATTACHED

Vestee: OREGON CITY SCHOOL DISTRICT NO. 62, as to Parcels I, II, V and VI, PEARL R. HUNT as Trustee of the HUNT-FAMILY REVOCABLE LIVING TRUST dated September 27, 1993, as to Parcel III, DOROTHY HESS, as to Parcel IV, CLACKAMAS COUNTY SCHOOL DISTRICT NO. 62, as to Parcel VII, and SCHOOL DISTRICT NO. 62, CLACKAMAS COUNTY, OREGON, as to Parcel VIII

Dated as of: December 29, 2000 at 8:00 a.m.

CHICAGO TITLE INSURANCE COMPANY OF OREGON

By: _____
Deanne Edwards
Title Officer

THIS REPORT IS TO BE UTILIZED FOR INFORMATION ONLY. ANY USE OF THIS REPORT AS A BASIS FOR TRANSFERRING, ENCUMBERING OR FORECLOSING THE REAL PROPERTY DESCRIBED WILL REQUIRE PAYMENT IN THE AMOUNT EQUIVALENT TO APPLICABLE TITLE INSURANCE PREMIUM AS REQUIRED BY THE RATING SCHEDULE ON FILE WITH THE OREGON INSURANCE DIVISION.

The liability of Chicago Title Insurance Company is limited to the addressee and shall not exceed the fee paid therefore.

Said property is subject to the following on record matters:

EXCEPTIONS

1. Taxes, including the current fiscal year, not assessed because of School Exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.

Code: 062-084
Account No.: 00869929
Map No.: 32E09D
Tax Lot No.: 00500

Taxes, including the current fiscal year, not assessed because of School Exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.

Code: 062-084
Account No.: 00869938
Map No.: 32E09D
Tax Lot No.: 00600

Taxes, including the current fiscal year, not assessed because of School Exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.

Code: 062-064
Account No.: 00870034
Map No.: 32E09D
Tax Lot No.: 01300

2. Taxes for the fiscal year 2000-2001, partial payment has been made;

Original Amount: \$2,694.94
Unpaid Balance: \$1,796.62, plus interest
Levy Code: 062-084
Account No.: 00870025
Map No.: 32E09D
Tax Lot No.: 01200

Potential additional tax liability resulting from deletion of farm use deferral per the Clackamas County Tax Roll.

3. City liens, if any, of the City of Oregon City. No search has been made or will be made as to the existence of such liens.

4. Regulations, including levies, liens, assessments, rights of way, and easements of Clackamas River Water District.

5. The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.
(Affects Parcels I, III, IV, V and VIII)

(Continued)

Order No: 222761

LEGAL DESCRIPTION

PARCEL I:

A tract of land situated in the Andrew Hood Donation Land Claim, in Township 3 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the Southeast corner of Section 9, Township 3 South, Range 2 East, of the Willamette Meridian; thence South 89°45'45" West along the South line of said Section 9, a distance of 1773.94 feet to a point; thence North 0°50'15" West a distance of 1164.10 feet to the Southwest corner of a certain 5 acre tract of land Deeded to E.W. Hornshuh on March 4, 1908 in Book 102, Page 516 Deed Records; thence North 89°45'45" East along the South line of said Hornshuh Tract, a distance of 1572.97 feet to the Southwest corner of that certain tract of land conveyed to Lanora L. Parker on June 3, 1964 and recorded in Book 33, Page 657, Miscellaneous Records; thence North 0°50'15" West along the West line of said Parker Tract a distance of 16.50 feet to the most Southerly corner of that certain tract of land conveyed to James C. Lee and Helen M. Lee, husband and wife, on July 12, 1966, recorded in Book 676, Page 538, Deed Records; thence South 46°53'00" West along the Southwesterly extension of the Southeasterly line of said Lee Tract 11.00 feet to an existing fence line and the most Westerly corner of that tract of land described in document recorded November 3, 1975 as Recorder's Fee No. 75-32201, Film Records, and the true point of beginning of the tract of land herein to be described; thence South 42°32' East along the existing fence line 6.39 feet, more or less, to an iron pipe at a fence corner; thence North 46°45' East along an existing fence 203.00 feet, more or less, to the Southwesterly right of way line of Beaver creek Road, also known as Market Road No. 11, passing over an iron pipe 0.49 feet back; thence North 46°45' East 30.00 feet to the center of Beaver creek Road; thence North 40°45' West along said road 236.00 feet to the most Northerly corner of the Lee Tract; thence South 49°00' West along the Northwesterly boundary of the Lee Tract 233.00 feet to an iron pipe as disclosed by land surveys filed with the County Surveyor as Nos. 218 and 12168, being the most Westerly corner of the Lee Tract and the most Northerly corner of that tract of land described in document recorded November 3, 1975 as Recorder's Fee No. 75-32200, Film Records; thence South 42°32'20" East 228.78 feet to a point that bears South 46°53' West 0.50 feet from the true point of beginning; thence North 46°53' East 0.50 feet to the true point of beginning.

PARCEL II:

A part of the Andrew Hood Donation Land Claim No. 44 in Section 9, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Commencing at a stone, scribed with an "X", marking the section corner common to Sections 9, 10, 15 and 16, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon; thence along the line common to said Section 9 and 16, North 89°52'19" West, 1758.90 feet to a point; thence leaving said line, North 00°26'02" West, 744.10 feet to 1-1/4 inch iron pipe; thence North 89°49'28" East, 110.16 feet to a 1-1/4 inch iron pipe; thence running along the existing chain link fence line North 89°59'28" East, 1076.76 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Mason"; thence running along a wire fence line the following 2 courses: South 89°41'43" East 457.08 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Compass Corp."; thence North 49°27'44" East, 412.18 feet to a 5/8" iron rod with yellow plastic cap stamped "Compass Corp.") on the Southwesterly right-of-way of Beaver creek Road (Market Road No. 11, 30 feet from centerline), from which a 1/2 inch diameter iron pipe at Station 108+74.97 bears South 40°27'34" East, 588.32 feet; thence along said right-of-way North 40°27'34" West, 182.59 feet to a 5/8 inch iron rod with a yellow plastic cap stamped

(Continued)

Order No: 222761

LEGAL DESCRIPTION

"Compass Corp.", and being the point of beginning of Boundary Line Agreement recorded June 17, 1994, Fee No. 94-050227 and the point of beginning of the herein described premises; thence running along the existing chain link fence line South 88°48'00" West, 259.09 feet to a 5/8 inch iron rod with yellow plastic cap stamped "Compass Corp."; thence North 41°12'32" West, 28.89 feet to a 1/4 inch iron pipe at the most Southerly corner of that tract of land described in Deed to Kyle R. Kaser and Stella M. Kaser, recorded in Deed Fee No. 75-32201, Clackamas County Deed Records, and also being the terminus of said Boundary Agreement Line; thence Northeasterly along the Southeasterly line of said Kaser tract 203 feet, more or less, to the Southwesterly right-of-way line of Beaver Creek Road; thence Southeasterly along said Southwesterly right-of-way of Beaver Creek Road to the place of beginning.

PARCEL III:

A part of A. Hood Donation Land Claim, situated in Sections 9 and 10, Township 3 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon:

Beginning at the Northwest corner of a tract of land deeded by C. Muralt and wife to E.W. Hornshuh, on March 4, 1908, which deed is recorded in Book 102, Page 516 of records of Clackamas County, Oregon; running thence South 442.2 feet; thence East 2161.5 feet to center of Oregon City and Ringo County Road; thence Northwesterly along center of said County Road to Northeast corner of above Hornshuh Tract of land; thence West 1787.28 feet to the place of beginning.

The strip of land intended to be conveyed is more particularly described as follows:

Beginning at the Southwest corner of the above mentioned property; thence North along West boundary of said property a distance of 166.8 feet, more or less; thence Southeasterly and 30 feet parallel with the center line of said Railway as the same is now surveyed, located and marked with stakes, over, upon and across said land a distance of 181.2 feet, more or less, to a point in the South line of said property; thence along South boundary of said property a distance of 70.6 feet, more or less, to point of beginning.

PARCEL IV:

That portion of the Andrew Hood Donation Land Claim No. 44 in Section 9, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a stone on the line between Sections 9 and 16 in Township 3 South, Range 2 East, of the Willamette Meridian; 5.67 chains East of the one-quarter corner between said Sections; said point being the Southeast corner of that tract conveyed to John T. Russell by Deed Recorded April 24, 1906 in Book 95, Page 396, Deed Records; thence North 89°45' East along the Section line 8 chains to a stone 13.67 chains East along the Section line from the one-quarter corner between said Sections 9 and 16; thence North, parallel with the West boundary of the Andrew Hood Donation Land Claim No. 44, a distance of 25 chains to a stone; thence South 89°45' West parallel with the Section line 8 chains to a stone; said point being the Northeast corner of the aforementioned Russell Tract; thence South along the East line of said Russell Tract 25 chains to the point of beginning;

EXCEPTING THEREFROM that portion lying North and East of the Easterly right-of-way conveyed to Clackamas Southern Railway Company by Deed Recorded March 6, 1914 in Book 134, page 389, Deed Records.

(Continued)

Order No: 222761

LEGAL DESCRIPTION

PARCEL V:

Part of the Andrew Hood and wife Donation Land Claim in Section 9, Township 3 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as:

Beginning at a point on the one-quarter section line of Section 9, said Township and Range, 10.70 chains South of the North line of said Hood Donation Land Claim, running thence South 3.24 chains; thence South 89°24' East 628.10 feet, more or less, to the Easterly line of the Willamette Valley Southern Railway Company right of way; running thence South 24°36' East along said Easterly line a distance of 712.94 feet, more or less, to an iron pipe 155.8 feet South of the Southwest corner of that tract of land conveyed to E.W. Hornshuh by Deed Recorded March 14, 1908, in Deed Book 102, Page 156, Deed Records of Clackamas County, Oregon; running thence North 155.8 feet to the Southwest corner of E.W. Hornshuh Tract; running thence South 89°24' East along the South line of said Hornshuh Tract 1599.00 feet, more or less, to the Southwest corner of that tract conveyed to George Coleman and Irma Coleman, husband and wife, by Deed Recorded July 23, 1938 in Deed Book 249, Page 11; said Records; running thence North 1 rod; running thence North 44°15' West a distance of 235.00 feet to an iron pipe; running thence North 49°30' East 233.00 feet to the center of the County Road; running thence North 40°45' West along the center of the County Road a distance of 494.7 feet, more or less, to the Northeast corner of that tract of land conveyed to E.W. Hornshuh by Deed Recorded January 7, 1910, in Deed Book 114, Page 12; running thence North 89°24' West along the North line of the last mentioned Hornshuh Tract, a distance of 33.15 chains, more or less, to the point of beginning.

EXCEPTING THEREFROM part of the Andrew Hood Donation Land Claim No. 44, in Section 9, Township 3 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point on the Easterly line of the Willamette Valley Southern Railway Companys right of way, being South 89°24' East 628.10 feet and South 920.04 feet from the Northwest corner of said claim; thence South 23°23'20" East 712.94 feet to an iron pipe South 0°50'15" East 155.8 feet from the Southwest corner of that tract of land conveyed to E.W. Hornshuh by Deed Recorded March 14, 1908, in Book 102, Page 156, Deed Records and the true point of beginning of the tract herein described; thence North 0°50'15" West 155.8 feet to the Southwest corner of said Hornshuh Tract; thence North 89°45'45" East along the South line of said Hornshuh Tract 1572.97 feet to a point South 0°50'15" East 16.5 feet from the most Southerly corner of that tract of land conveyed to Kyle R. Kaser, et ux, by Deed Recorded October 30, 1970, Fee No. 70-24574; thence North 0°50'15" West 16.5 feet to the most Southerly corner of said Kaser Tract; thence North 45°25'10" West along the Westerly line of said Kaser Tract 235.00 feet to the Northwest corner thereof; thence North 49°03'30" East along the Northerly line of said Kaser Tract 34.09 feet to a point; thence South 89°45'45" West parallel with the South line of said Hornshuh Tract 1586.00 feet to the Easterly line of the Willamette Valley Southern Railway Companys right of way; thence South 23°23'20" East along said right of way line to the true point of beginning.

AND FURTHER EXCEPTING part of the Andrew Hood Donation Land Claim, in Section 9, township 3 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a point on the North-South one-quarter section line of said Section 9, a distance of 706.2 feet South of the North line of said Hood Donation Land Claim; thence South 89°24' East to the Southwesterly right of way line of Market Road No. 11, said point being on the South line of that tract of land conveyed to Virgil D. Webb, et ux, by Deed

(Continued)

Order No: 222761

LEGAL DESCRIPTION

Recorded August 9, 1965, in Book 661, Page 216, Fee No. 13239, Deed Records; said point further being the true place of beginning of the tract herein; thence Southeasterly along the Southwesterly right of way line of Market Road No. 11, a distance of 220 feet to a point; thence North 89°24' West, parallel with the South line of said Webb Tract, a distance of 670 feet to a point; thence Northwesterly parallel with the Southwesterly right of way line of Market Road No. 11, a distance of 220 feet to the South line of said Webb Tract; thence South 89°24' East along said South line a distance of 670 feet to the true place of beginning.

PARCEL VI:

Part of the Andrew Hood Donation Land Claim in Section 9, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a point on the North-South one-quarter section line of said Section 9, a distance of 706.2 feet South of the North line of said Hood Donation Land Claim; thence South 89°24' East to the Southwesterly right of way line of Market Road No. 11, said point being on the South line of that tract of land conveyed to Virgil D. Webb, et ux, by Deed Recorded August 9, 1965, Book 661, Page 216, Fee No. 13239, Deed Records; said point further being the true place of beginning of the tract herein; thence Southeasterly along the Southwesterly right of way line of Market Road No. 11, a distance of 220 feet to a point; thence North 89°24' West, parallel with the South line of said Webb Tract, a distance of 670 feet to a point; thence Northwesterly parallel with the Southwesterly right of way line of Market Road No. 11, a distance of 220 feet to the South line of said Webb Tract; thence South 89°24' East along the South line a distance of 670 feet to the true point of beginning.

PARCEL VII:

Part of the Andrew Hood Donation Land Claim No. 44 in Section 9, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point on the Easterly line of the Willamette Valley Southern Railway Companys right of way, being South 89°24' East 628.10 feet and South 920.04 feet from the Northwest corner of said claim; thence South 23°23'20" East 712.94 feet to an iron pipe South 0°50'15" East 155.8 feet from the Southwest corner of that tract of land conveyed to E.W. Hornshuh by Deed Recorded March 14, 1908, Book 102, Page 156, Deed Records and the true point of beginning of the tract herein described; thence North 0°50'15" West 155.8 feet to the Southwest corner of said Hornshuh Tract; thence North 89°45'45" East along the South line of said Hornshuh Tract 1572.97 feet to a point South 0°50'15" East 16.5 feet from the most Southerly corner of that tract of land conveyed to Kyle R. Kaser, et ux, by Deed Recorded October 30, 1970, Fee No. 70 24574; thence North 0°50'15" West 16.5 feet to the most Southerly corner of said Kaser Tract; thence North 45°25'10" West along the Westerly line of said Kaser Tract 235.00 feet to the Northwest corner thereof; thence North 49°03'30" East along the Northerly line of said Kaser Tract 34.09 feet to a point; thence South 89°45'45" West parallel with the South line of said Hornshuh Tract 1586.99 feet to the Easterly line of the Willamette Valley Southern Railway Companys right of way; thence South 23°23'20" East along said right of way line to the true point of beginning.

PARCEL VIII:

A part of the Donation Land Claim of Andrew Hood and wife, in Township 3 South, Range 2

(Continued)

Order No: 222761

LEGAL DESCRIPTION

East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the Southwest corner of a certain 5 acre tract of land deeded by Christian Muralt and Erma Muralt, his wife, to E.W. Hornshuh on March 4, 1908 and which deed is recorded in Book 102, page 516, Deed Records of Clackamas County, Oregon, running thence South 6.34 chains; thence East 34.31 chains to the middle of the County Road known as the Oregon City and Ringo Road; thence Northwesterly along the center of said road 8.37 chains to the Southeast corner of the above tract of land; thence West 28.85 chains to the place of beginning.

EXCEPT that parcel described in Deed from Thomas Blackburn and wife to Clackamas Southern Railway Company Recorded in Book 134, Page 394, Deed Records.

ALSO EXCEPT a tract of land conveyed to William F. Essig et ux, by Deed Recorded March 16, 1955 in Clackamas County Deed Book 493, Page 184.

ALSO EXCEPTING THEREFROM:

A tract of land in Sections 9 and 10, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the Northwest corner of GLEN OAKS CREST ADDITION NO. 2, a duly recorded town plat in Clackamas County; thence South $89^{\circ}47'03''$ East tracing the North line of said plat, 598.04 feet to a 5/8 inch x 30 inch iron rod; thence North $2^{\circ}17'20''$ East 177.93 feet to the Southwest corner of that tract conveyed to Milton O. Essig and O. Natalie Essig, husband and wife, by Deed recorded in Book 493, Page 184, Deed Records; thence continuing North $2^{\circ}17'20''$ East 72.89 feet (called North $2^{\circ}08'$ East 73.00 feet in Deed to Essig), to a 3/4 inch pinched pipe; thence North $49^{\circ}24'20''$ East deflecting $47^{\circ}07'$ right from the previous course (as called in the Deed to Essig) and running a distance of 159.83 feet to the Southwest right-of-way line of Beaver Creek Road; thence tracing said right-of-way line North $40^{\circ}30'40''$ West 250.00 feet to a 5/8 inch x 30 inch iron rod; thence South $49^{\circ}24'20''$ West 412.18 feet to a 5/8 inch x 30 inch iron rod; thence North $89^{\circ}47'03''$ West 437.08 feet to a 5/8 inch x 30 inch iron rod; thence South $00^{\circ}38'$ East 275.22 feet to a 5/8 inch x 30 inch rod in the Westerly projection of the North line of GLEN OAKS CREST ADDITION NO. 2; thence South $89^{\circ}47'03''$ East along the Westerly projection of said North line 200.00 feet to the Northwest corner of GLEN OAKS CREST ADDITION NO. 2, and the place of beginning.

Order No: 222761

SPECIAL EXCEPTIONS (Continued)

6. W.V.S. Railroad right of way as disclosed by various matters of public record.
(Affects Parcel V)
7. An easement created by instrument, including terms and provisions thereof;
Recorded: March 16, 1914
Book: 134
Page: 389
In Favor Of: Clackamas Southern Railway Company, an Oregon corporation
For: Railroad
Affects: Parcel IV
8. An easement created by instrument, including terms and provisions thereof;
Recorded: May 1, 1956
Book: 510
Page: 206
In Favor Of: Portland General Electric Company, an Oregon corporation
For: Electric power lines and poles and appurtenant equipment
Affects: Parcel III
9. An easement created by instrument, including terms and provisions thereof;
Recorded: June 2, 1958
Book: 540
Page: 673
In Favor Of: Portland General Electric Company, an Oregon corporation
For: Electric power transmission lines
Affects: Parcel IV
10. An easement created by instrument, including terms and provisions thereof;
Dated: May 26, 1958
Recorded: June 10, 1958
Book: 541
Page: 268
In Favor Of: Portland General Electric Company
For: Electric transmission lines and appurtenances
Affects: Parcel VIII
11. An easement created by instrument, including terms and provisions thereof;
Recorded: July 3, 1958
Book: 542
Page: 292
In Favor Of: Portland General Electric Company, an Oregon corporation
For: To erect, maintain, repair, rebuild, operate and patrol
electric power transmission lines, structures and appurtenant
signal lines
Affects: See document for location for Parcel III
12. An easement created by instrument, including terms and provisions thereof;
Recorded: March 6, 1959
Book: 552
Page: 133
In Favor Of: Portland General Electric Company, an Oregon corporation
Affects: Parcels V, VI and VII

(Continued)

Order No: 222761

SPECIAL EXCEPTIONS (Continued)

13. An easement created by instrument, including terms and provisions thereof;
Dated: October 15, 1959
Recorded: October 27, 1959
Book: 563
Page: 54
In Favor Of: Pacific Northwest Pipeline Corporation (El Paso Natural Gas Company is successor by merger to all the rights of Pacific Northwest Pipeline Corporation)
For: Right-of-way
- And corrected by Agreement;
Recorded: August 10, 1960
Book: 575
Page: 275
(Affects Parcel VIII)
14. An easement created by instrument, including terms and provisions thereof;
Dated: June 30, 1975
Recorded: August 5, 1975
Recorder's Fee No.: 75 21417
In Favor Of: Portland General Electric Company, an Oregon corporation
For: Underground electric power lines and appurtenances
Affects: See document for location of Parcel VIII
15. Waiver of Remonstrance, including the terms and provisions thereof.
Recorded: June 17, 1993
Recorder's Fee No.: 93 41874
(Affects Parcel VI)
16. Boundary Line Agreement, including the terms and provisions thereof;
Dated: April 22, 1994
Recorded: June 17, 1994
Recorder's Fee No.: 94-050084
Between: Oregon City School District No. 62; Pearl R. Hunt, Trustee of the Hunt Family Revocable Living Trust under instrument dated September 27, 1993; Edgar L. Hunt and Pearl Hunt; and James C. Ventura and Dyan L. Ventura
- And also by instrument;
Recorded: June 17, 1994
Recorder's Fee No.: 94-050228
(Affects Parcel VIII and other property also)
17. An easement created by instrument, including terms and provisions thereof;
Recorded: November 28, 1994
Recorder's Fee No.: 94091440
In Favor Of: City of Oregon City
For: Slope easement
Affects: Northerly of and adjacent to the centerline of relocated Glenn Oaks Road Variable in width of Parcel IV

(Continued)

Order No: 222761

SPECIAL EXCEPTIONS (Continued)

18. City of Oregon City Resolution No. 95-42 being a resolution adopting the final cost distribution roll for sanitary sewer construction in the Glen Road Sanitary sewer Advance Finance District, including the terms and provisions thereof;
Recorded: November 17, 1995
Recorder's Fee No.: 95071958
Original Amount \$27,142.50 plus interest and penalties, if any.

NOTE: Taxes for the fiscal year 2000-2001, paid in full;
Amount: \$1,989.98
Levy Code: 062-088
Account No.: 00869974
Map No.: 32E09D
Tax Lot No.: 01000

NOTE: Taxes for the fiscal year 2000-2001, paid in full;
Amount: \$138.70
Levy Code: 062-088
Account No.: 00869983
Map No.: 32E09D
Tax Lot No.: 01001

NOTE: Any discrepancies in the legal descriptions, herein, that a correct survey could disclose.

END OF REPORT

cc: NONE

DE/tn
January 16, 2001

OREGON CITY SCHOOL DISTRICT

MASTER PLAN

OREGON CITY HIGH SCHOOL AND TRANSPORTATION MAINTENANCE FACILITY CAMPUS

Tax Lot1300

 **TICOR TITLE INSURANCE**

SCHEDULE A

Amount \$770,000.00

Date: October 15, 1991

At 8:00 A.M.

Premium: \$1,755.00

INSURED

OREGON CITY SCHOOL DISTRICT #62

The estate or interest referred to herein is, at the date hereof, vested in

OREGON CITY SCHOOL DISTRICT #62

The land referred to in this policy is described as

SEE 'LEGAL DESCRIPTION' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

The estate or interest in the land described in this schedule is:

a fee

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorney's fees or expenses, any or all of which arise by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured on page 1 of this policy.

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. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said 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; unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
5. As disclosed by the tax rolls, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.
6. Any improvements located upon the insured property which is described or defined as a mobile home under the provisions of Chapters 803 and 820, OREGON REVISED STATUTES and is subject to registration as provided therein.
7. The premises herein described are within and subject to the statutory powers, including the power of assessment of Tri City Service District No. 4. None due as of the date of this policy.
8. The premises herein described are within and subject to the statutory powers, including the power of assessment of Clairmont Water District.
9. Rights of the public in and to that portion lying within streets, roads and highways.
10. Easement, including the terms and provisions thereof,
From: Emily May Marr
To: Portland General Electric Company, an Oregon corporation
Recorded: March 6, 1959
Fee: 3742
Book: 552 Page: 133
Records of Clackamas County, Oregon.
11. W.V.S. Railroad Right of Way as disclosed by various matters of public record.

LEGAL DESCRIPTION

IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON

Part of the Andrew Hood and wife D.L.C. in Section 9, Township 3 South, Range 2 East, of the W.M., described as:

Beginning at a point on the one-quarter section line of Section 9, said Township and Range, 10.70 chains south of the north line of said Hood D.L.C., running thence South 3.24 chains; thence South $89^{\circ} 24'$ East 628.10 feet, more or less, to the easterly line of the Willamette Valley Southern Railway Company right of way; running thence South $24^{\circ} 36'$ East along said easterly line a distance of 712.94 feet, more or less, to an iron pipe 155.8 feet south of the southwest corner of that tract of land conveyed to E. W. Hornshuh by Deed recorded March 14, 1908, in Deed Book 102, page 156, Deed Records of Clackamas County, Oregon; running thence North 155.8 feet to the southwest corner of E. W. Hornshuh tract; running thence South $89^{\circ} 24'$ East along the south line of said Hornshuh tract 1599.00 feet, more or less, to the southwest corner of that tract conveyed to George Coleman and Irma Coleman, husband and wife, by Deed recorded July 23, 1938 in Deed Book 249, page 11; said Records; running thence North 1 rod; running thence North $44^{\circ} 15'$ West a distance of 235.00 feet to an iron pipe; running thence North $49^{\circ} 30'$ East 233.00 feet to the center of the County Road; running thence North $40^{\circ} 45'$ West along the center of the County Road a distance of 494.7 feet, more or less, to the northeast corner of that tract of land conveyed to E. W. Hornshuh by Deed recorded January 7, 1910, in Deed Book 114, page 12; running thence North $89^{\circ} 24'$ West along the north line of the last mentioned Hornshuh tract, a distance of 33.15 chains, more or less, to the point of beginning.

EXCEPTING THEREFROM part of the Andrew Hood D.L.C. No. 44, in Section 9, Township 3 South, Range 2 East, of the W.M., described as follows:

Beginning at a point on the easterly line of the Willamette Valley Southern Railway Companys right of way, being South $89^{\circ} 24'$ East 628.10 feet and South 920.04 feet from the northwest corner of said claim; thence South $23^{\circ} 23' 20''$ East 712.94 feet to an iron pipe South $0^{\circ} 50' 15''$ East 155.8 feet from the southwest corner of that tract of land conveyed to E. W. Hornshuh by Deed recorded March 14, 1908, in Book 102, page 156, Deed Records and the true point of beginning of the tract herein described; thence North $0^{\circ} 50' 15''$ West 155.8 feet to the southwest corner of said Hornshuh tract; thence North $89^{\circ} 45' 45''$ East along the south line of said Hornshuh tract 1572.97 feet to a point South $0^{\circ} 50' 15''$ East 16.5 feet from the most southerly corner of that tract of land conveyed to Kyle R. Kaser, et ux, by Deed recorded October 30, 1970, Fee No. 70 24574; thence North $0^{\circ} 50' 15''$ West 16.5 feet to the most southerly corner of said Kaser tract; thence North $45^{\circ} 25' 10''$ West along the westerly line of said Kaser tract 235.00 feet to the northwest corner thereof; thence North $49^{\circ} 03' 30''$ East along the northerly line of said Kaser tract 34.09 feet to a point; thence South $89^{\circ} 45' 45''$ West parallel with the south line of said Hornshuh tract 1586.00 feet to the easterly line of the Willamette Valley Southern Railway Companys right of way; thence South $23^{\circ} 23' 20''$ East along said right of way line to the true point of beginning.

AND FURTHER EXCEPTING part of the Andrew Hood D.L.C. in Section 9, Township 3 South, Range 2 East, of the W.M., more particularly described as follows:

Beginning at a point on the north-south one-quarter section line of said Section 9, a distance of 706.2 feet south of the north line of said Hood D.L.C.; thence South $89^{\circ} 24'$ East to the southwesterly right of way line of Market Road No. 11, said point

 **TICOR TITLE INSURANCE**

198-087

being on the south line of that tract of land conveyed to Virgil D. Webb, et ux, by Deed recorded August 9, 1965, in Book 661, page 216, Fee No. 13239, Deed Records; said point further being the true place of beginning of the tract herein; thence Southeasterly along the southwesterly right of way line of Market Road No. 11, a distance of 220 feet to a point; thence North 89° 24' West, parallel with the south line of said Webb tract, a distance of 670 feet to a point; thence Northwesterly parallel with the southwesterly right of way line of Market Road No. 11, a distance of 220 feet to the south line of said Webb tract; thence South 89° 24' East along said south line a distance of 670 feet to the true place of beginning. *****

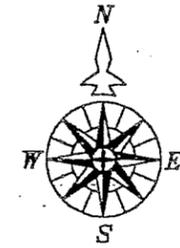
LEGAL DESCRIPTION
40' STRIP INCLUDING TRIANGLE- HUNT PROPERTY
OREGON CITY SCHOOL DISTRICT

JOB NO. 4931
4/16/02 MAR

EXHIBIT "B"

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-1/4" BRASS DISC STAMPED "LAND DEV CONSULTANTS" AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTH LINE THEREOF, N.89°52'19"W., 578.00 FEET; THENCE N.00°32'00"W., 706.93 FEET TO THE TRUE POINT-OF-BEGINNING; THENCE RUNNING 40.00 FEET SOUTH OF AND PARALLEL WITH THAT LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT RECORDED IN FEE NO. 94-050228, CLACKAMAS COUNTY RECORDS, S.89°59'28"W., 1179.65 FEET TO THE WEST LINE OF THAT TRACT OF LAND DESCRIBED AS PARCEL I TO PEARL R. HUNT, TRUSTEE OF THE HUNT FAMILY REVOCABLE LIVING TRUST, RECORDED OCTOBER 16, 1997, CLACKAMAS COUNTY RECORDS FEE NO. 97-081187; THENCE ALONG SAID WEST LINE, N.00°26'02"W., 40.00 FEET TO A 1-1/4 INCH IRON PIPE; THENCE N.00°31'40"W., 264.20 FEET TO A 1/4-INCH IRON PIPE ON THE SOUTHWESTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO THE OREGON CITY SCHOOL DISTRICT, RECORDED IN FEE NO. 73-19139, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID LINE, S.23°05'05"E., 287.17 FEET TO A 1-1/4 INCH IRON PIPE ON THAT LINE DESCRIBED IN THE AFOREMENTIONED BOUNDARY LINE AGREEMENT (FEE NO. 94-050228); THENCE ALONG SAID LINE, N.89°59'28"E., 1069.42 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS ENGINEERING"; THENCE S.00°32'00"E., 40.00 FEET TO THE POINT-OF-BEGINNING, CONTAINING 61,737 SQUARE FEET (1.42 ACRES) MORE OR LESS.



SCALE: 1" = 300'

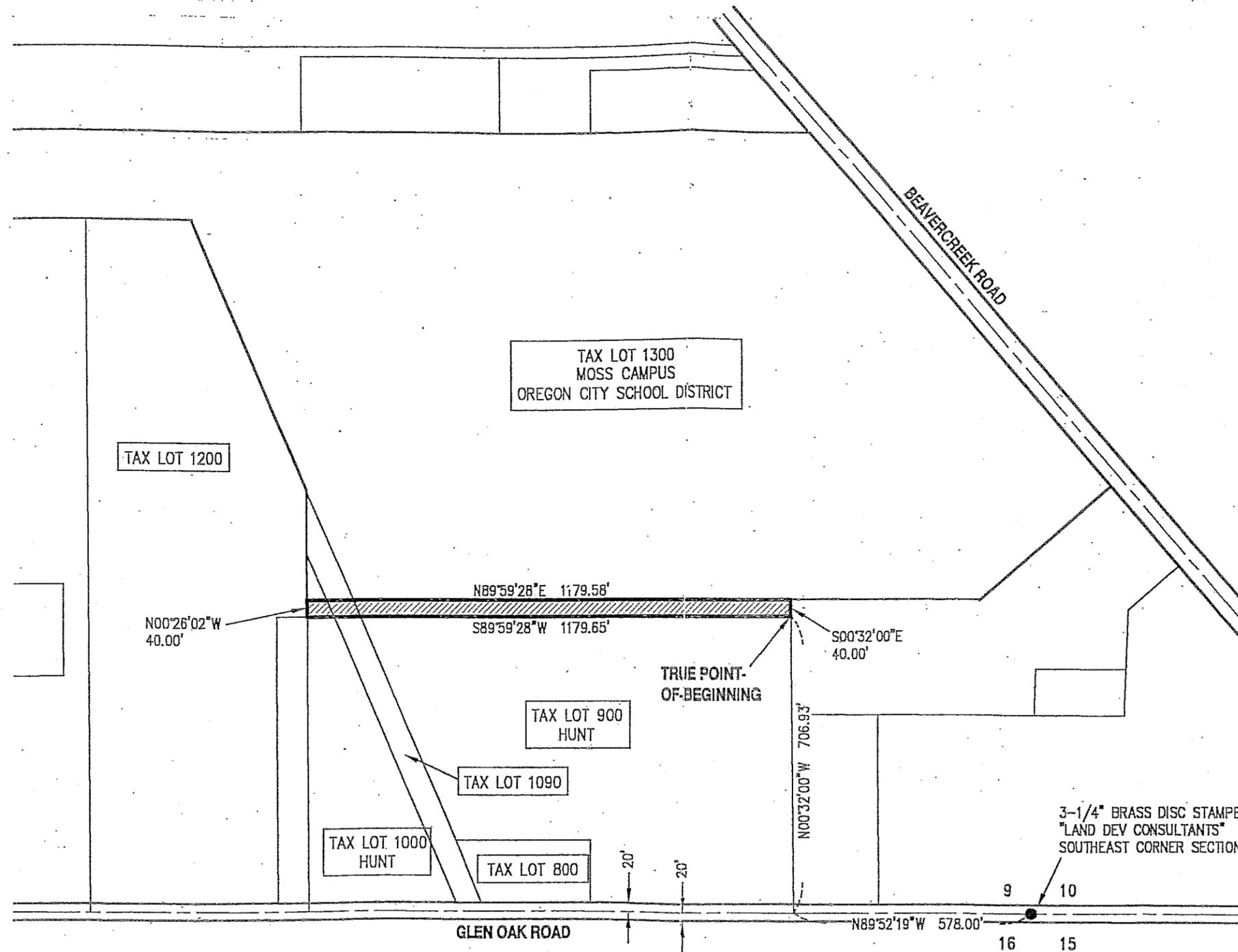


EXHIBIT "B"

DRAWN MMM	DESIGNED	MAR	CHK
SCALE 1"=300'	DATE APRIL, 2002		
PLAN 4781.1	4781EXH2.DWG		



COMPASS ENGINEERING

ENGINEERING SURVEYING PLANNING
 6564 S.E. LAKE ROAD (503) 653-9095 FAX
 MILWAUKIE, OREGON 97222 (503) 653-9093 PHONE

IN THE SOUTHEAST ONE-QUARTER OF SECTION 9
 TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN
 CLACKAMAS COUNTY, OREGON

OREGON CITY SCHOOL DISTRICT

MASTER PLAN

OREGON CITY HIGH SCHOOL AND TRANSPORTATION MAINTENANCE FACILITY CAMPUS

Tax Lot 1301

SCHEDULE A

Amount \$25,500.00

Date February 1, 1974

At 8:00 A. M.

INSURED

----- CLACKAMAS COUNTY SCHOOL DISTRICT NO. 62 -----

The estate or interest referred to herein is, at the date hereof, vested in

----- CLACKAMAS COUNTY SCHOOL DISTRICT NO. 62 -----

The land referred to in this policy is described as

IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON

Part of the Andrew Hood D. L. C. No. 44 in Section 9, T. 3 S., R. 2 E., of the W. M., described as follows:

Beginning at a point on the easterly line of the Willamette Valley Southern Railway Companys right of way; being South 89° 24' East 628.10 feet and South 920.04 feet from the northwest corner of said claim; thence South 23° 23' 20" East 712.94 feet to an iron pipe South 0° 50' 15" East 155.8 feet from the southwest corner of that tract of land conveyed to E. W. Hornshuh by deed recorded March 14, 1908, Book 102, page 156, Deed Records and the true point of beginning of the tract herein described; thence North 0° 50' 15" West 155.8 feet to the southwest corner of said Hornshuh tract; thence North 89° 45' 45" East along the south line of said Hornshuh tract 1572.97 feet to a point South 0° 50' 15" East 16.5 feet from the most southerly corner of that tract of land conveyed to Kyle R. Kaser, et ux, by deed recorded October 30, 1970, Fee No. 70 24574; thence North 0° 50' 15" West 16.5 feet to the most southerly corner of said Kaser tract; thence North 45° 25' 10" West along the westerly line of said Kaser tract 235.00 feet to the northwest corner thereof; thence North 49° 03' 30" East along the northerly line of said Kaser tract 34.09 feet to a point; thence South 89° 45' 45" West parallel with the south line of said Hornshuh tract 1586.99 feet to the easterly line of the Willamette Valley Southern Railway Companys right of way; thence South 23° 23' 20" East along said right of way line to the true point of beginning. -----

SCHEDULE A — Continued

The estate or interest in the land described in this schedule is: a fee.-----

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured on page 1 of this policy.

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; pending proceedings for vacating, opening or changing of streets or highways preceding entry of the ordinance or order therefor.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records; unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
5. The easement, including the terms and provisions thereof, affecting a portion of said premises and in favor of Portland General Electric Company, an Oregon corporation, recorded March 6, 1959, in Book 552, page 133, Fee No. 3743, Deed Records.
6. We are unable to ascertain from the records if the premises herein described have a means of ingress and egress to and from a legally dedicated road or highway, and for this reason such rights cannot be insured.-----

62-34



ROAD

400
5.00 AC

500
1.00 AC

1100
24.95 AC

600
0.43 AC

900
14.27 AC

1090
1.12 AC

52°36' E

W. V. S.

R. R.

This map is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions or location ascertained by actual survey.

PIONEER NATIONAL TITLE INSURANCE CO.

1992 & 1991
1038 MEAS

1992 & 1991
1038 MEAS

1030 MEAS
1904.10.14.40

200'

2187.30'

1200.77'

297.24'

297.24'

297.24'

297.24'

297.24'

2009.04'

500.00'

30.00'

2009.04'

OREGON CITY SCHOOL DISTRICT

MASTER PLAN

OREGON CITY HIGH SCHOOL AND TRANSPORTATION MAINTENANCE FACILITY CAMPUS

Tax Lots 1302

 **TICOR TITLE INSURANCE****SCHEDULE A**

AMOUNT: \$200,000.00

DATE: October 9, 1992

PREMIUM: \$700.00

At: 5:00 P.M.

POLICY NUMBER: C594526

1. NAME OF INSURED:

OREGON CITY SCHOOL DISTRICT NO. 62

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

Fee

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

OREGON CITY SCHOOL DISTRICT NO. 62

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

Part of the Andrew Hood D.L.C. in Section 9, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a point on the North-south one-quarter section line of said Section 9, a distance of 706.2 feet South of the North line of said Hood D.L.C.; thence South 89° 24' East to the Southwesterly right of way line of Market Road No. 11, said point being on the South line of that tract of land conveyed to Virgil D. Webb, et ux, by deed recorded August 9, 1965, Book 661, Page 216, Fee No. 13239, Deed Records; said point further being the true place of beginning of the tract herein; thence Southeasterly along the Southwesterly right of way line of Market Road No. 11, a distance of 220 feet to a point; thence North 89° 24' West, parallel with the South line of said Webb tract, a distance of 670 feet to a point; thence Northwesterly parallel with the Southwesterly right of way line of Market Road No. 11, a distance of 220 feet to the South line of said Webb tract; thence South 89° 24' East along said South line a distance of 670 feet to the true point of beginning. -----

CONTINUED

OREGON CITY SCHOOL DISTRICT

MASTER PLAN

OREGON CITY HIGH SCHOOL AND TRANSPORTATION MAINTENANCE FACILITY CAMPUS

Tax Lot 1380

THIS MAP IS FURNISHED AS A CONVENIENCE IN LOCATING PROPERTY AND THE COMPANY ASSUMES NO LIABILITY FOR ANY VARIATIONS AS MAY BE DISCLOSED BY ACTUAL SURVEY.

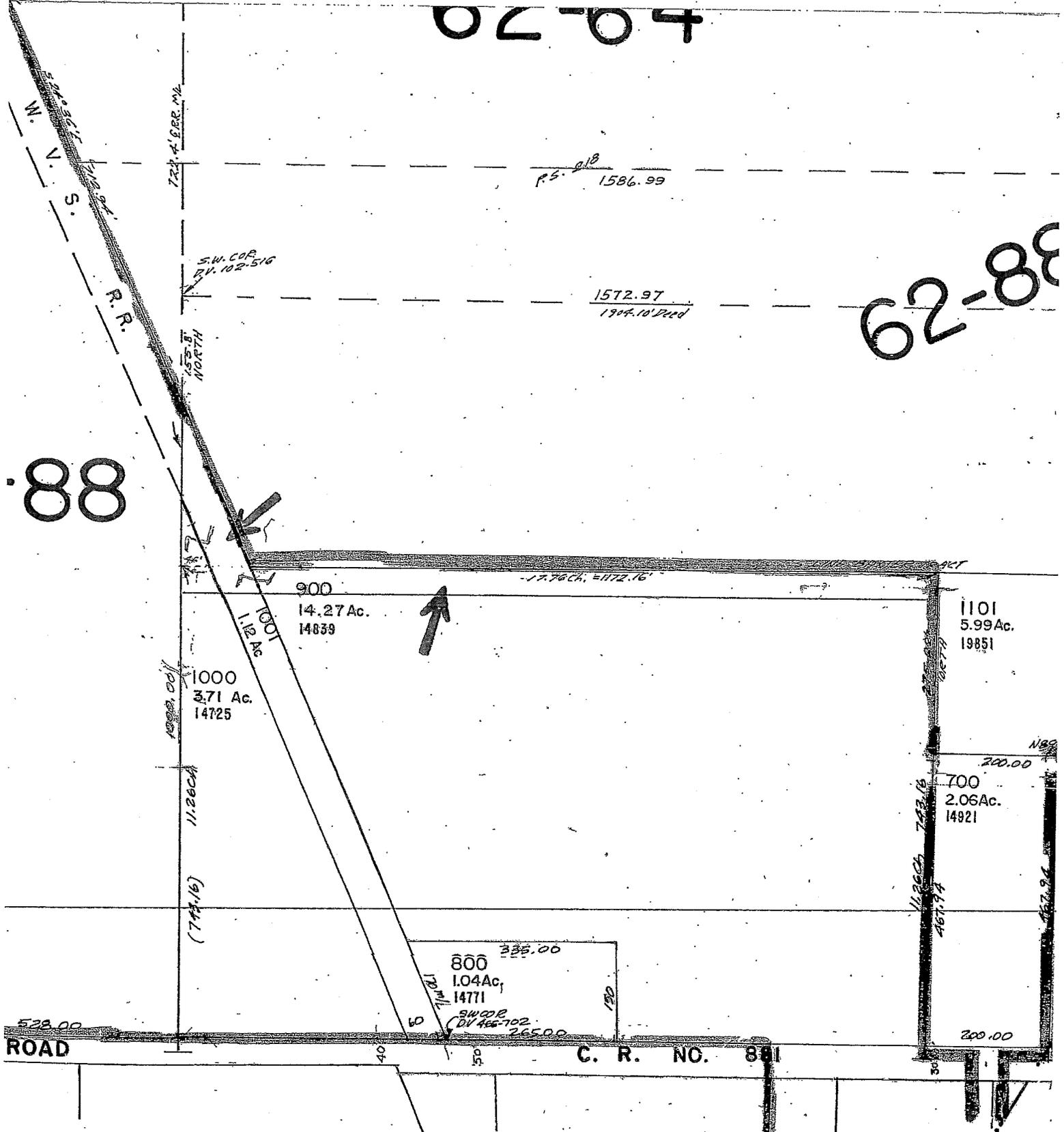
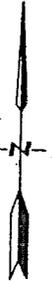


First American Title Insurance Company of Oregon

An assumed business name of TITLE INSURANCE COMPANY OF OREGON

1700 S.W. FOURTH AVENUE, PORTLAND, OR 97201-5512

(503) 222-3651



SCHEDULE A

Policy No.: 963324

Amount of Insurance: \$19,000.00

Premium: \$175.00

Date of Policy: March 11, 2003 at 10:01AM

1. Name of Insured:

SCHOOL DISTRICT NO. 62, Clackamas County, Oregon---

2. The estate or interest in the land which is covered by policy is:

The fee simple estate---

3. Title to the estate or interest in the land is vested in:

SCHOOL DISTRICT NO. 62, Clackamas County, Oregon---

4. The land referred to in this policy is described as follows:

For legal description see Exhibit "A" attached hereto.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, encumbrances, or claims thereof, not shown by the public records, unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Notwithstanding this provision and in accordance with and subject to the limitations of Section 2.15 of the First American Title Insurance Company of Oregon rate filing, protection afforded to the Insured hereunder will be consistent with any coverage provided to a Lender pursuant to any policy issued contemporaneous hereto.

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
6. Taxes for the current fiscal year are reduced by reason of Veterans' Exemption. If the exempt status is terminated under the statute prior to July 1, said property will be taxed at 100% of the assessed value.
7. These premises are within the boundaries of the Clackamas River Water District and are subject to the levies and assessments thereof.
Note: There are no liens as of the date of this policy.

8. An easement reserved in a deed, including the terms and provisions thereof;

Recorded : September 27, 1950 in Book 436, page 503
From : Oscar Chandler and Theresa Chandler, husband and wife
To : Portland General Electric Company, an Oregon corporation
For : Erection, construction, maintenance, operation, and electric transmission line or lines

9. An easement created by instrument, including the terms and provisions thereof;

Recorded : May 1, 1956 in Book 510, page 206
Favor of : Portland General Electric Company, an Oregon corporation
For : Electric power lines and poles and appurtenant equipment

10. An easement created by instrument, including the terms and provisions thereof;

Recorded : July 3, 1958 in Book 542, page 292
Favor of : Portland General Electric Company, an Oregon corporation
For : To erect, maintain, repair, rebuild, operate and patrol electric power transmission lines, structures and appurtenant signal lines

SCHEDULE B (Continued)

11. Boundary Line Agreement, including the terms and provisions thereof,

Dated : April 22, 1994

Recorded : June 17, 1994 as Fee No. 94-050084

Between : Oregon City School District No. 62, Pearl R. Hunt, Trustee of the Hunt Family Revocable Living Trust under instrument dated September 27, 1993, Edgar L. Hunt and Pearl Hunt, and James C. Ventura and Dyan L. Ventura

EXHIBIT "A"

A tract of land situated in the Southeast one-quarter of Section 9, Township 3 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Commencing at a 3¼ inch brass disc stamped "Land Dev Consultants" at the Southeast corner of said Section 9; thence along the South line thereof, North 89°52'19" West, 578.00 feet; thence North 00°32'00" West, 706.93 feet to the true point-of-beginning; thence running 40.00 feet South of and parallel with that line described in a Boundary Line Agreement recorded in Fee No. 94-050228, Clackamas County Deed Records, South 89°59'28" West, 1,179.65 feet to the West line of that tract of land described as Parcel I to Pearl R. Hunt, Trustee of the Hunt Family Revocable Living Trust, recorded October 16, 1997 as Fee No. 97-081187, Clackamas County Deed Records; thence along said West line, North 00°26'02" West, 40.00 feet to a 1¼ inch iron pipe; Thence North 00°31'40" West 264.20 feet to a ¼ inch iron pipe on the Southwesterly line of that tract of land described in Deed to the Oregon City School District, recorded in Fee No. 73-19139, Clackamas County Deed Records; thence along said line, South 23°05'05" East, 287.17 feet fo a 1¼ inch iron pipe on that line described in the aforementioned Boundary Line Agreement (Fee No. 94-050228); thence along said line, North 89°59'28" East, 1,069.42 feet to a 5⁄8 inch iron rod with a yellow plastic cap stamped "Compass Engineering"; thence South 00°32'00" East, 40.00 feet to the point of beginning.



FIRST AMERICAN TITLE INSURANCE COMPANY PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information—particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing of nonpublic person information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

Information about your transactions with us, our affiliated companies, or others; and

Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic information.

CITY OF OREGON CITY

COMMUNITY DEVELOPMENT DEPARTMENT, 380 W. ARNER MILNER ROAD,
P.O. BOX 3040, OREGON CITY, OR 97045, (503) 657-0671 FAX: (503) 657-7892

ORIGINAL

LAND USE APPLICATION FORM

REQUEST:

- | | | |
|---|---|---|
| <input type="checkbox"/> Type II
<input type="checkbox"/> Partition
<input type="checkbox"/> Site Plan/Design Review
<input type="checkbox"/> Subdivision
<input type="checkbox"/> Extension
<input type="checkbox"/> Modification | <input type="checkbox"/> Type III
<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Variance
<input type="checkbox"/> Planned Development
<input type="checkbox"/> Modification | <input type="checkbox"/> Type III / IV
<input type="checkbox"/> Annexation
<input type="checkbox"/> Plan Amendment
<input type="checkbox"/> Zone Change
<input checked="" type="checkbox"/> Zone Change w/Annex AN 99-C |
|---|---|---|

OVERLAY ZONES: Water Resources Unstable Slopes/Hillside Constraint

Please *print or type* the following information to summarize your application request:

APPLICATION # _____ (Please use this file # when contacting the Planning Division)

APPLICANT'S NAME: Oregon City School District by Ken Rezac

PROPERTY OWNER (if different): Mrs. Dorothy Hess

PHYSICAL ADDRESS OF PROPERTY: 14641 S. Glen Oak Road, Oregon City Oregon

DESCRIPTION: TOWNSHIP: 3 RANGE: 2E SECTION: 9D TAX LOT(S): 1200

PRESENT USE OF PROPERTY: Residence, Farm

PROPOSED LAND USE OR ACTIVITY: High School Athletic Fields

DISTANCE AND DIRECTION TO INTERSECTION:

3000 feet west

CLOSEST INTERSECTION: Beaver Creek Road

PRESENT ZONING: Recently Annexed M1, Campus

TOTAL AREA OF PROPERTY: 18.01 AC

Land Divisions

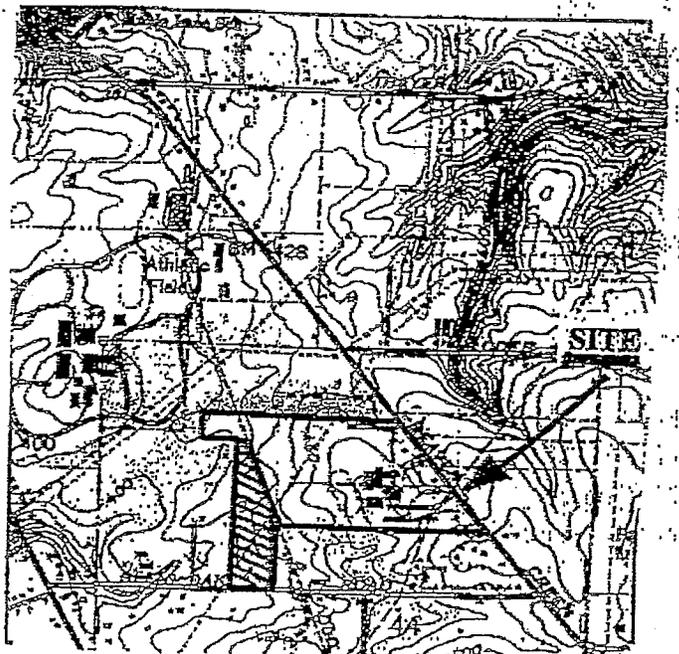
PROJECT NAME: N/A

NUMBER OF LOTS PROPOSED: _____

MINIMUM LOT SIZE PROPOSED: _____

MINIMUM LOT DEPTH PROPOSED: _____

MORTGAGEE, LIENHOLDER, VENDOR, OR SELLER: ORS
CHAPTER 227 REQUIRES THAT IF YOU RECEIVE THIS
NOTICE, IT MUST BE PROMPTLY FORWARDED TO
PURCHASER



LEGAL DESCRIPTION
40' STRIP INCLUDING TRIANGLE- HUNT PROPERTY
OREGON CITY SCHOOL DISTRICT

JOB NO. 4931
4/16/02 MAR

EXHIBIT "A"

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-1/4" BRASS DISC STAMPED "LAND DEV CONSULTANTS" AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTH LINE THEREOF, N.89°52'19"W., 578.00 FEET; THENCE N.00°32'00"W., 706.93 FEET TO THE TRUE POINT-OF-BEGINNING; THENCE RUNNING 40.00 FEET SOUTH OF AND PARALLEL WITH THAT LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT RECORDED IN FEE NO. 94-050228, CLACKAMAS COUNTY RECORDS, S.89°59'28"W., 1179.65 FEET TO THE WEST LINE OF THAT TRACT OF LAND DESCRIBED AS PARCEL I TO PEARL R. HUNT, TRUSTEE OF THE HUNT FAMILY REVOCABLE LIVING TRUST, RECORDED OCTOBER 16, 1997, CLACKAMAS COUNTY RECORDERS FEE NO. 97-081187; THENCE ALONG SAID WEST LINE, N.00°26'02"W., 40.00 FEET TO A 1-1/4 INCH IRON PIPE; THENCE N.00°31'40"W., 264.20 FEET TO A 1/4-INCH IRON PIPE ON THE SOUTHWESTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO THE OREGON CITY SCHOOL DISTRICT, RECORDED IN FEE NO. 73-19139, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID LINE, S.23°05'05"E., 287.17 FEET TO A 1-1/4 INCH IRON PIPE ON THAT LINE DESCRIBED IN THE AFOREMENTIONED BOUNDARY LINE AGREEMENT (FEE NO. 94-050228); THENCE ALONG SAID LINE, N.89°59'28"E., 1069.42 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS ENGINEERING"; THENCE S.00°32'00"E., 40.00 FEET TO THE POINT-OF-BEGINNING, CONTAINING 61,737 SQUARE FEET (1.42 ACRES) MORE OR LESS.



SCALE: 1" = 300'

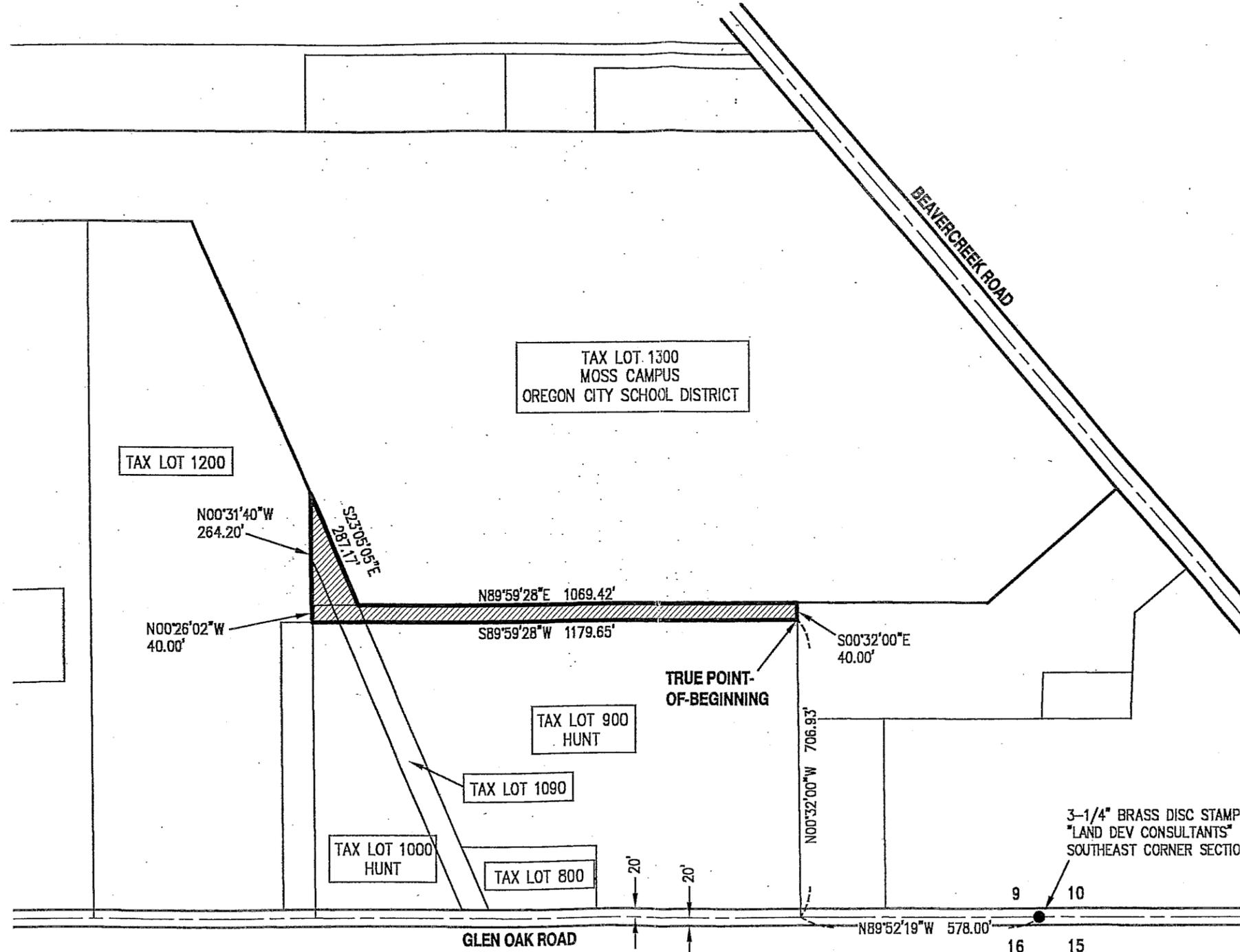


EXHIBIT "B"

DRAWN MMM	DESIGNED	MAR	CHK
SCALE 1"=300'	DATE APRIL, 2002		
PLAN 4781.1	4781EXH2.DWG		



COMPASS ENGINEERING

ENGINEERING SURVEYING PLANNING
 6564 S.E. LAKE ROAD (503) 653-9095 FAX
 MILWAUKIE, OREGON 97222 (503) 653-9093 PHONE

IN THE SOUTHEAST ONE-QUARTER OF SECTION 9
 TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN
 CLACKAMAS COUNTY, OREGON

OREGON CITY SCHOOL DISTRICT

MASTER PLAN

OREGON CITY HIGH SCHOOL AND TRANSPORTATION MAINTENANCE FACILITY CAMPUS

Tax Lot 1400



**First American
Title Insurance Company
of Oregon**

Owner's Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company of
Oregon**

POLICY NUMBER

5011400-1634149

Owner's Policy

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association

COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

CONDITIONS (Continued)

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

CONDITIONS (Continued)

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or

Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing

conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title

required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.**

 Schedule A	First American Title Insurance Company of Oregon	Owner's Policy of Title Insurance
		ISSUED BY First American Title Insurance Company of Oregon POLICY NUMBER 1634149

Name and Address of Title Insurance Company:
First American Title Insurance Company of Oregon, 1 First American Way, Santa Ana, CA 92707.

File No.: 7072-1634149

Address Reference: Not Yet Assigned, Oregon City, Amount of Insurance: \$1,675,000.00
OR 97045

Premium: \$2,335.00

Date of Policy: December 07, 2012 at 10:16 a.m.

1. Name of Insured:
Oregon City School District
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Oregon City School District
4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof



**First American
Title Insurance Company
of Oregon**

Schedule B

Owner's Policy of Title Insurance

ISSUED BY

**First American Title Insurance
Company of Oregon**

POLICY NUMBER

1634149

EXCEPTIONS FROM COVERAGE

File No.: 7072-1634149

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

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.

This exception (#5) is hereby waived without additional cost in accordance with the provisions of the Oregon Title Insurance Rating Manual provision 5.001 A 5 PROVIDED a Lender has been issued a simultaneous title insurance policy on the subject property and to the extent this exception has been eliminated or modified on said Lender's policy.

6. These premises are within the boundaries of the Clackamas River Water District and are subject to the levies and assessments thereof.
7. Easement, including terms and provisions contained therein:
Recording Information: October 06, 2003 as Fee No. 2003-134815
In Favor of: City of Oregon City
For: slope

8. Easement, including terms and provisions contained therein:
Recording Information: December 15, 2006 as Fee No. 2006-115524
In Favor of: City of Oregon City
For: permanent traffic barricade



**First American
Title Insurance Company
of Oregon**

ISSUED BY

**First American Title Insurance
Company of Oregon**

POLICY NUMBER

5011400-1634149

Exhibit A

File No.: 7072-1634149

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Clackamas, STATE OF OR, AND IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF OREGON CITY, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, BEING ALL OF PARCEL I AND II OF THAT PROPERTY DESCRIBED IN DOCUMENT NO . 2000-009206, CLACKAMAS COUNTY DEED RECORDS TO JOSEPH F. AND PENNEY J. SPAZIANI AND TIMOTHY J. KOTZ,

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT OF LAND, A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 374.22 FEET EASTERLY OF THE SOUTH 1/4 CORNER THEREOF; THENCE, NORTH 00°26'46" WEST ALONG THE EAST LINE OF SAID SPAZIANI PROPERTY A DISTANCE OF 627.81 FEET TO THE CENTER LINE OF MEYERS ROAD; THENCE, SOUTH 89°59'09" WEST ALONG THE WESTERLY EXTENSION OF SAID CENTER LINE A DISTANCE OF 64.00 FEET; THENCE, NORTH 00°26'46" WEST A DISTANCE OF 49.00 FEET; THENCE, SOUTH 89°59'09" WEST A DISTANCE OF 199.90 FEET TO THE SOUTHERLY WEST LINE OF SAID SPAZIANI TRACT; THENCE, SOUTH 00°26'19" EAST ALONG SAID LINE 726.15 FEET TO THE SOUTHWEST CORNER OF SAID SPAZIANI TRACT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE, SOUTH 89°52'19" EAST ALONG SAID LINE 264.00 FEET TO THE POINT OF BEGINNING.

NOTE: This legal description was created prior to January 1, 2008.