

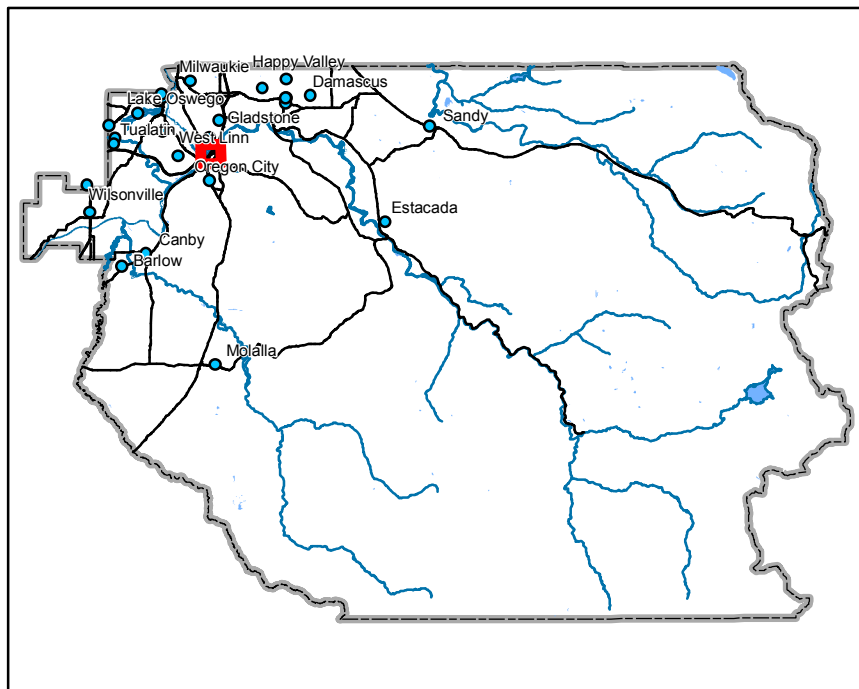
SECTION 29 T.2S. R.2E. W.M.
CLACKAMAS COUNTY
1" = 400'

D. L. C.
OREGON CITY CLAIM (UNRECORDED)
HIRAM STRAIGHT NO.42
EZRA FISHER NO.44
GEORGE ABERNETHY NO.58

Cancelled Taxlots

| | |
|--------|--------|
| 1100 | 1508 |
| 201 | 1601 |
| 1300 | 1900A1 |
| 2500 | 3080 |
| 2600 | 3090 |
| 401 | 3190 |
| 500 | 3290 |
| 600 | 3390 |
| 700 | 3490 |
| 901 | 3690 |
| 991 | 3790 |
| 1401 | 2900A1 |
| 1502 | 202A2 |
| 2001 | 1501A1 |
| 2301 | |
| 2400 | |
| 300 | |
| 1900A2 | |
| 1900 | |
| 100 | |
| 1800A2 | |
| 490 | |
| 2101 | |
| 1600U1 | |
| 1600 | |
| 1600U2 | |
| 2000U1 | |
| 2000 | |
| 2000U2 | |
| 1593 | |
| 1509A1 | |
| 900E1 | |
| 900 | |
| 980 | |
| 1511 | |
| 1503A1 | |
| 1503 | |
| 1200A1 | |
| 200A1 | |
| 200A2 | |
| 290 | |
| 970 | |
| 970E1 | |
| 970E2 | |
| 1503A2 | |
| 900A1 | |
| 900A2 | |
| 900E2 | |
| 1800A1 | |
| 1500 | |
| 1503A3 | |
| 1505 | |

- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY



**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 7/8/2015

OWNERSHIP INFORMATION

Owner : Urban Renewal Agency of Oregon City
Co Owner :
Site Address : *no Site Address*
Mail Address : PO Box 3040 Oregon City Or 97045
Taxpayer : Urban Renewal Agency of Oregon City

Ref Parcel Number : 22E29 02800
Parcel Number : 05022762
T: 02S R: 02E S: 29 Q: QQ:
County : Clackamas (OR)
Telephone :

PROPERTY DESCRIPTION

Map Page & Grid :
Census Tract : 238.00 Block: 3
Improvement Type : *unknown Improvement Code*
Subdivision/Plat : Clackamette Cove
Neighborhood : Area 03 Commercial Oregon City
Land Use : 200 Vacant,Commercial Land
Legal : SUBDIVISION CLACKAMETTE COVE 4289
: LT 1
:

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$2,830,760
Mkt Structure :
Mkt Total : \$2,830,760
% Improved :
14-15 Taxes :
Exempt Amount : \$2,471,540
Exempt Type :
Levy Code : 062057
Millage Rate : 18.1800
M50AssdValue : \$2,471,540

PROPERTY CHARACTERISTICS

| | | |
|---------------|---------------------|--------------------|
| Bedrooms : | Building SF : | BldgTotSqFt : |
| Bathrooms : | 1st Floor SF : | Lot Acres : 4.43 |
| Full Baths : | Upper Finished SF : | Lot SqFt : 192,937 |
| Half Baths : | Finished SF : | Garage SF : |
| Fireplace : | Above Ground SF : | Year Built : |
| Heat Type : | Upper Total SF : | School Dist : 062 |
| Floor Cover : | UnFinUpperStorySF : | Foundation : |
| Stories : | Basement Fin SF : | Roof Type : |
| Int Finish : | Basement Unfin SF : | Roof Shape : |
| Ext Finsh : | Basement Total SF : | |

TRANSFER INFORMATION

| Owner Name(s) | Sale Date | Doc# | Sale Price | Deed Type | Loan Amount | Loan Type |
|----------------------------------|-----------|------|------------|-----------|-------------|-----------|
| :Urban Renewal Agency of Orego : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |



**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 7/8/2015

OWNERSHIP INFORMATION

Owner : **Urban Renewal Agency of Oregon City**
Co Owner :
Site Address : *no Site Address*
Mail Address : PO Box 3040 Oregon City Or 97045
Taxpayer : Urban Renewal Agency of Oregon City

Ref Parcel Number : 22E29 03000
Parcel Number : 05022764
T: 02S R: 02E S: 29 Q: QQ:
County : Clackamas (OR)
Telephone :

PROPERTY DESCRIPTION

Map Page & Grid :
Census Tract : 238.00 Block: 3
Improvement Type : *unknown Improvement Code*
Subdivision/Plat : Clackamette Cove
Neighborhood : Area 03 Apartments Oregon City
Land Use : 700 Vacant, Multiple Residences
Legal : SUBDIVISION CLACKAMETTE COVE 4289
: LT 3
:

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$1,297,759
Mkt Structure :
Mkt Total : \$1,297,759
% Improved :
14-15 Taxes :
Exempt Amount : \$979,845
Exempt Type :
Levy Code : 062057
Millage Rate : 18.1800
M50AssdValue : \$979,845

PROPERTY CHARACTERISTICS

| | | |
|---------------|---------------------|--------------------|
| Bedrooms : | Building SF : | BldgTotSqFt : |
| Bathrooms : | 1st Floor SF : | Lot Acres : 2.82 |
| Full Baths : | Upper Finished SF : | Lot SqFt : 122,864 |
| Half Baths : | Finished SF : | Garage SF : |
| Fireplace : | Above Ground SF : | Year Built : |
| Heat Type : | Upper Total SF : | School Dist : 062 |
| Floor Cover : | UnFinUpperStorySF : | Foundation : |
| Stories : | Basement Fin SF : | Roof Type : |
| Int Finish : | Basement Unfin SF : | Roof Shape : |
| Ext Finsh : | Basement Total SF : | |

TRANSFER INFORMATION

| Owner Name(s) | Sale Date | Doc# | Sale Price | Deed Type | Loan Amount | Loan Type |
|----------------------------------|-----------|------|------------|-----------|-------------|-----------|
| :Urban Renewal Agency of Orego : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |



**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 7/8/2015

OWNERSHIP INFORMATION

Owner : **Urban Renewal Agency of Oregon City**
Co Owner :
Site Address : *no Site Address*
Mail Address : PO Box 3040 Oregon City Or 97045
Taxpayer : Urban Renewal Agency of Oregon City

Ref Parcel Number : 22E29 03100
Parcel Number : 05022767
T: 02S R: 02E S: 29 Q: QQ:
County : Clackamas (OR)
Telephone :

PROPERTY DESCRIPTION

Map Page & Grid :
Census Tract : 238.00 Block: 3
Improvement Type : *unknown Improvement Code*
Subdivision/Plat : Clackamette Cove
Neighborhood : Area 03 Apartments Oregon City
Land Use : 700 Vacant, Multiple Residences
Legal : SUBDIVISION CLACKAMETTE COVE 4289
: LT 4
:

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$419,275
Mkt Structure :
Mkt Total : \$419,275
% Improved :
14-15 Taxes :
Exempt Amount : \$316,564
Exempt Type :
Levy Code : 062057
Millage Rate : 18.1800
M50AssdValue : \$316,564

PROPERTY CHARACTERISTICS

| | | |
|---------------|---------------------|-------------------|
| Bedrooms : | Building SF : | BldgTotSqFt : |
| Bathrooms : | 1st Floor SF : | Lot Acres : .92 |
| Full Baths : | Upper Finished SF : | Lot SqFt : 39,908 |
| Half Baths : | Finished SF : | Garage SF : |
| Fireplace : | Above Ground SF : | Year Built : |
| Heat Type : | Upper Total SF : | School Dist : 062 |
| Floor Cover : | UnFinUpperStorySF : | Foundation : |
| Stories : | Basement Fin SF : | Roof Type : |
| Int Finish : | Basement Unfin SF : | Roof Shape : |
| Ext Finsh : | Basement Total SF : | |

TRANSFER INFORMATION

| Owner Name(s) | Sale Date | Doc# | Sale Price | Deed Type | Loan Amount | Loan Type |
|----------------------------------|-----------|------|------------|-----------|-------------|-----------|
| :Urban Renewal Agency of Orego : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |



**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 7/8/2015

OWNERSHIP INFORMATION

Owner : Urban Renewal Agency of Oregon City
Co Owner :
Site Address : *no Site Address*
Mail Address : PO Box 3040 Oregon City Or 97045
Taxpayer : Urban Renewal Agency of Oregon City

Ref Parcel Number : 22E29 03200
Parcel Number : 05022769
T: 02S R: 02E S: 29 Q: QQ:
County : Clackamas (OR)
Telephone :

PROPERTY DESCRIPTION

Map Page & Grid :
Census Tract : 238.00 Block: 3
Improvement Type : *unknown Improvement Code*
Subdivision/Plat : Clackamette Cove
Neighborhood : Area 03 Commercial Oregon City
Land Use : 200 Vacant, Commercial Land
Legal : SUBDIVISION CLACKAMETTE COVE 4289
: LT 5
:

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$592,005
Mkt Structure :
Mkt Total : \$592,005
% Improved :
14-15 Taxes :
Exempt Amount : \$525,032
Exempt Type :
Levy Code : 062057
Millage Rate : 18.1800
M50AssdValue : \$525,032

PROPERTY CHARACTERISTICS

| | | |
|---------------|---------------------|-------------------|
| Bedrooms : | Building SF : | BldgTotSqFt : |
| Bathrooms : | 1st Floor SF : | Lot Acres : 1.00 |
| Full Baths : | Upper Finished SF : | Lot SqFt : 43,417 |
| Half Baths : | Finished SF : | Garage SF : |
| Fireplace : | Above Ground SF : | Year Built : |
| Heat Type : | Upper Total SF : | School Dist : 062 |
| Floor Cover : | UnFinUpperStorySF : | Foundation : |
| Stories : | Basement Fin SF : | Roof Type : |
| Int Finish : | Basement Unfin SF : | Roof Shape : |
| Ext Finsh : | Basement Total SF : | |

TRANSFER INFORMATION

| Owner Name(s) | Sale Date | Doc# | Sale Price | Deed Type | Loan Amount | Loan Type |
|----------------------------------|-----------|------|------------|-----------|-------------|-----------|
| :Urban Renewal Agency of Orego : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |



**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 7/8/2015

OWNERSHIP INFORMATION

Owner : Urban Renewal Agency of Oregon City
Co Owner :
Site Address : *no Site Address*
Mail Address : PO Box 3040 Oregon City Or 97045
Taxpayer : Urban Renewal Agency of Oregon City

Ref Parcel Number : 22E29 03300
Parcel Number : 05022771
T: 02S R: 02E S: 29 Q: QQ:
County : Clackamas (OR)
Telephone :

PROPERTY DESCRIPTION

Map Page & Grid :
Census Tract : 238.00 Block: 3
Improvement Type : *unknown Improvement Code*
Subdivision/Plat : Clackamette Cove
Neighborhood : Area 03 Apartments Oregon City
Land Use : 700 Vacant, Multiple Residences
Legal : SUBDIVISION CLACKAMETTE COVE 4289
LT 6

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$419,275
Mkt Structure :
Mkt Total : \$419,275
% Improved :
14-15 Taxes :
Exempt Amount : \$316,564
Exempt Type :
Levy Code : 062057
Millage Rate : 18.1800
M50AssdValue : \$316,564

PROPERTY CHARACTERISTICS

| | | |
|---------------|---------------------|-------------------|
| Bedrooms : | Building SF : | BldgTotSqFt : |
| Bathrooms : | 1st Floor SF : | Lot Acres : .90 |
| Full Baths : | Upper Finished SF : | Lot SqFt : 39,317 |
| Half Baths : | Finished SF : | Garage SF : |
| Fireplace : | Above Ground SF : | Year Built : |
| Heat Type : | Upper Total SF : | School Dist : 062 |
| Floor Cover : | UnFinUpperStorySF : | Foundation : |
| Stories : | Basement Fin SF : | Roof Type : |
| Int Finish : | Basement Unfin SF : | Roof Shape : |
| Ext Finsh : | Basement Total SF : | |

TRANSFER INFORMATION

| Owner Name(s) | Sale Date | Doc# | Sale Price | Deed Type | Loan Amount | Loan Type |
|--------------------------------|-----------|------|------------|-----------|-------------|-----------|
| :Urban Renewal Agency of Orego | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |



**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 7/8/2015

OWNERSHIP INFORMATION

Owner : **Urban Renewal Agency of Oregon City**
Co Owner :
Site Address : *no Site Address*
Mail Address : PO Box 3040 Oregon City Or 97045
Taxpayer : Urban Renewal Agency of Oregon City

Ref Parcel Number : 22E29 03400
Parcel Number : 05022773
T: 02S R: 02E S: 29 Q: QQ:
County : Clackamas (OR)
Telephone :

PROPERTY DESCRIPTION

Map Page & Grid :
Census Tract : 238.00 Block: 3
Improvement Type : *unknown Improvement Code*
Subdivision/Plat : Clackamette Cove
Neighborhood : Area 03 Apartments Oregon City
Land Use : 700 Vacant, Multiple Residences
Legal : SUBDIVISION CLACKAMETTE COVE 4289
: LT 7
:

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$1,457,482
Mkt Structure :
Mkt Total : \$1,457,482
% Improved :
14-15 Taxes :
Exempt Amount : \$1,100,441
Exempt Type :
Levy Code : 062057
Millage Rate : 18.1800
M50AssdValue : \$1,100,441

PROPERTY CHARACTERISTICS

| | | |
|---------------|---------------------|--------------------|
| Bedrooms : | Building SF : | BldgTotSqFt : |
| Bathrooms : | 1st Floor SF : | Lot Acres : 3.13 |
| Full Baths : | Upper Finished SF : | Lot SqFt : 136,175 |
| Half Baths : | Finished SF : | Garage SF : |
| Fireplace : | Above Ground SF : | Year Built : |
| Heat Type : | Upper Total SF : | School Dist : 062 |
| Floor Cover : | UnFinUpperStorySF : | Foundation : |
| Stories : | Basement Fin SF : | Roof Type : |
| Int Finish : | Basement Unfin SF : | Roof Shape : |
| Ext Finsh : | Basement Total SF : | |

TRANSFER INFORMATION

| Owner Name(s) | Sale Date | Doc# | Sale Price | Deed Type | Loan Amount | Loan Type |
|--------------------------------|-----------|------|------------|-----------|-------------|-----------|
| :Urban Renewal Agency of Orego | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |



**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 7/8/2015

OWNERSHIP INFORMATION

Owner : **Urban Renewal Agency of Oregon City**
Co Owner :
Site Address : *no Site Address*
Mail Address : PO Box 3040 Oregon City Or 97045
Taxpayer : Urban Renewal Agency of Oregon City

Ref Parcel Number : 22E29 03600
Parcel Number : 05022776
T: 02S R: 02E S: 29 Q: QQ:
County : Clackamas (OR)
Telephone :

PROPERTY DESCRIPTION

Map Page & Grid :
Census Tract : 238.00 Block: 3
Improvement Type : *unknown Improvement Code*
Subdivision/Plat : Clackamette Cove
Neighborhood : Area 03 Commercial Oregon City
Land Use : 200 Vacant,Commercial Land
Legal : SUBDIVISION CLACKAMETTE COVE 4289
: TRACT B SEE IMPROVEMENT ONLY ACCT
: 03600A1

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$2,417,716
Mkt Structure :
Mkt Total : \$2,417,716
% Improved :
14-15 Taxes :
Exempt Amount : \$2,144,209
Exempt Type :
Levy Code : 062057
Millage Rate : 18.1800
M50AssdValue : \$2,144,209

PROPERTY CHARACTERISTICS

| | | |
|---------------|---------------------|----------------------|
| Bedrooms : | Building SF : | BldgTotSqFt : |
| Bathrooms : | 1st Floor SF : | Lot Acres : 53.47 |
| Full Baths : | Upper Finished SF : | Lot SqFt : 2,329,220 |
| Half Baths : | Finished SF : | Garage SF : |
| Fireplace : | Above Ground SF : | Year Built : |
| Heat Type : | Upper Total SF : | School Dist : 062 |
| Floor Cover : | UnFinUpperStorySF : | Foundation : |
| Stories : | Basement Fin SF : | Roof Type : |
| Int Finish : | Basement Unfin SF : | Roof Shape : |
| Ext Finsh : | Basement Total SF : | |

TRANSFER INFORMATION

| Owner Name(s) | Sale Date | Doc# | Sale Price | Deed Type | Loan Amount | Loan Type |
|--------------------------------|-----------|------|------------|-----------|-------------|-----------|
| :Urban Renewal Agency of Orego | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |

10
42
62

20



After recording return to:
Oregon City Urban Renewal Agency
320 Warner Milne Rd
Oregon City, OR 97045

Until a change is requested all tax statements
shall be sent to the following address:
Oregon City Urban Renewal Agency
320 Warner Milne Rd
Oregon City, OR 97045

File No.: 7011-1234634 (mah)
Date: January 05, 2010

Clackamas County Official Records
Sherry Hall, County Clerk

2010-002582



\$52.00

01372678201000025820020023

01/12/2010 02:59:37 PM

D-D Cnt=1 Stn=6 KARLYNWUN
\$10.00 \$10.00 \$16.00 \$16.00

Recorded By
First American Title Insurance Company of Oregon
No. 1234634- MN

STATUTORY WARRANTY DEED

Northwest Aggregates Co., an Oregon Corporation, which acquired title as Oregon City Leasing Co., Inc., Grantor, conveys and warrants to **Oregon City Urban Renewal Agency**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

LEGAL DESCRIPTION: Real property in the County of Clackamas, State of Oregon, described as follows:

PARCEL 2, PARTITION PLAT 1994-139, IN THE CITY OF OREGON CITY, COUNTY OF CLACKAMAS AND STATE OF OREGON.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$750,000.00**. (Here comply with requirements of ORS 93.030)

APN: 00560093

Statutory Warranty Deed
- continued

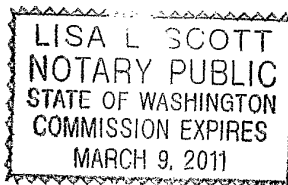
File No.: 7011-1234634 (mah)
Date: 01/05/2010

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195-336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195-336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007.

Dated this 6 day of JANUARY, 2010.

Northwest Aggregates Co., an Oregon
corporation

By: Mark Leatham
VP



STATE OF Washington)
)ss.
County of King)

This instrument was acknowledged before me on this 6th day of January, 2010
by Mark Leatham as Vice President of Northwest Aggregates Co., on
behalf of the corporation.

Lisa L. Scott
Lisa L. Scott
Notary Public for Washington
My commission expires: 3/9/2011

(2)



**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 7/8/2015

OWNERSHIP INFORMATION

Owner : Urban Renewal Agency of Oregon City
Co Owner :
Site Address : *no Site Address*
Mail Address : PO Box 3040 Oregon City Or 97045
Taxpayer : Urban Renewal Agency of Oregon City

Ref Parcel Number : 22E29 03500
Parcel Number : 05022775
T: 02S R: 02E S: 29 Q: QQ:
County : Clackamas (OR)
Telephone :

PROPERTY DESCRIPTION

Map Page & Grid :
Census Tract : 238.00 Block: 3
Improvement Type : *unknown Improvement Code*
Subdivision/Plat : Clackamette Cove
Neighborhood : Area 03 Commercial Oregon City
Land Use : 200 Vacant, Commercial Land
Legal : SUBDIVISION CLACKAMETTE COVE 4289
TRACT A
:

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$61,022
Mkt Structure :
Mkt Total : \$61,022
% Improved :
14-15 Taxes :
Exempt Amount : \$53,279
Exempt Type :
Levy Code : 062057
Millage Rate : 18.1800
M50AssdValue : \$53,279

PROPERTY CHARACTERISTICS

| | | |
|---------------|---------------------|-------------------|
| Bedrooms : | Building SF : | BldgTotSqFt : |
| Bathrooms : | 1st Floor SF : | Lot Acres : 1.40 |
| Full Baths : | Upper Finished SF : | Lot SqFt : 60,895 |
| Half Baths : | Finished SF : | Garage SF : |
| Fireplace : | Above Ground SF : | Year Built : |
| Heat Type : | Upper Total SF : | School Dist : 062 |
| Floor Cover : | UnFinUpperStorySF : | Foundation : |
| Stories : | Basement Fin SF : | Roof Type : |
| Int Finish : | Basement Unfin SF : | Roof Shape : |
| Ext Finsh : | Basement Total SF : | |

TRANSFER INFORMATION

| Owner Name(s) | Sale Date | Doc# | Sale Price | Deed Type | Loan Amount | Loan Type |
|--------------------------------|-----------|------|------------|-----------|-------------|-----------|
| :Urban Renewal Agency of Orego | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |



**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 7/8/2015

OWNERSHIP INFORMATION

Owner : Urban Renewal Agency of Oregon City
Co Owner :
Site Address : *no Site Address*
Mail Address : PO Box 3040 Oregon City Or 97045
Taxpayer : Urban Renewal Agency of Oregon City

Ref Parcel Number : 22E29 03700
Parcel Number : 05022778
T: 02S R: 02E S: 29 Q: QQ:
County : Clackamas (OR)
Telephone :

PROPERTY DESCRIPTION

Map Page & Grid :
Census Tract : 238.00 Block: 3
Improvement Type : *unknown Improvement Code*
Subdivision/Plat : Clackamette Cove
Neighborhood : Area 03 Commercial Oregon City
Land Use : 200 Vacant, Commercial Land
Legal : SUBDIVISION CLACKAMETTE COVE 4289
TRACT C
:

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$117,493
Mkt Structure :
Mkt Total : \$117,493
% Improved :
14-15 Taxes :
Exempt Amount : \$104,201
Exempt Type :
Levy Code : 062057
Millage Rate : 18.1800
M50AssdValue : \$104,201

PROPERTY CHARACTERISTICS

| | | |
|---------------|---------------------|--------------------|
| Bedrooms : | Building SF : | BldgTotSqFt : |
| Bathrooms : | 1st Floor SF : | Lot Acres : 2.65 |
| Full Baths : | Upper Finished SF : | Lot SqFt : 115,453 |
| Half Baths : | Finished SF : | Garage SF : |
| Fireplace : | Above Ground SF : | Year Built : |
| Heat Type : | Upper Total SF : | School Dist : 062 |
| Floor Cover : | UnFinUpperStorySF : | Foundation : |
| Stories : | Basement Fin SF : | Roof Type : |
| Int Finish : | Basement Unfin SF : | Roof Shape : |
| Ext Finsh : | Basement Total SF : | |

TRANSFER INFORMATION

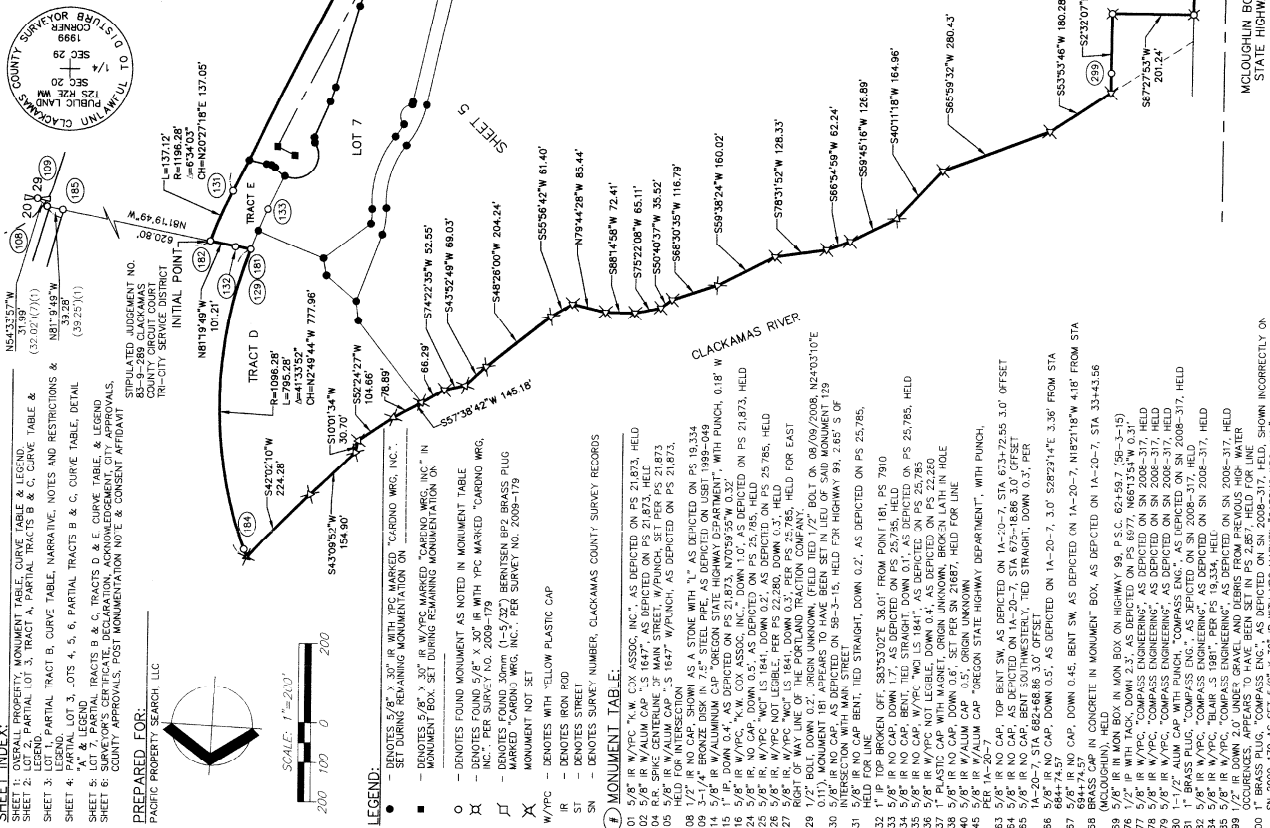
| Owner Name(s) | Sale Date | Doc# | Sale Price | Deed Type | Loan Amount | Loan Type |
|----------------------------------|-----------|------|------------|-----------|-------------|-----------|
| :Urban Renewal Agency of Orego : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |

CLACKAMETTE COVE

LOCATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER
OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION 20,
THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE NORTHEAST
ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.,
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

CITY PLANNING FILE NUMBERS CP 08-05, DP 08-13, WR 08-21, TP 08-11 AND US 08-03
OCTOBER 26, 2009

| CURVE TABLE | | | | | |
|-------------|---------|----------|------------|---------|-------------|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD | BEARING |
| C12 | 107.48' | 3164.48' | 192°77'39" | 106.96' | S41°39'18"E |
| C22 | 412.22' | 2784.79' | 85°27'03" | 411.85' | N28°19'27"E |
| C23 | 110.43' | 378.31' | 151°21'37" | 100.14' | N26°25'33"E |
| C105 | 452.45' | 570.00' | 41°08'53" | 442.79' | N71°57'30"W |
| C115 | 443.36' | 570.00' | 41°08'53" | 400.62' | N71°57'30"W |
| C133 | 233.15' | 256.46' | 52°05'00" | 225.20' | N25°20'33"W |



12709
REGISTERED
PROFESSIONAL
LAND SURVEYOR
JUL 13, 2004
SARASOTA, FLORIDA
91303.S

PORTLAND
5415 SW WESTGATE RD., STE 100, PORTLAND, OR 97221
503.419.2900 FAX: (503) 419-2800
www.cardnorg.com
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

PAP5926 SHEET 1 OF 6
GAH 10/26/2008

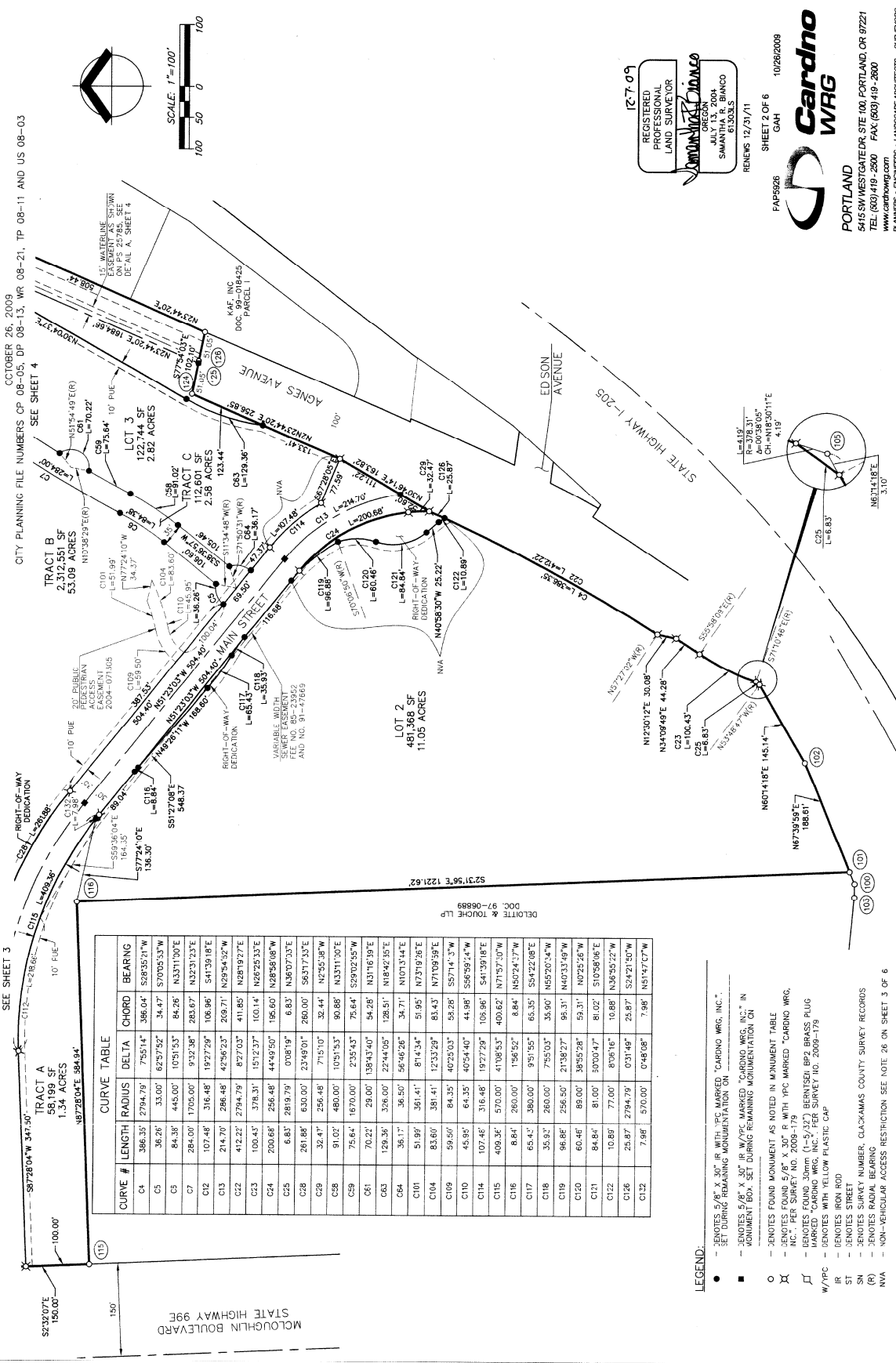
Cardno
W&G

PORTLAND
5415 SW WESTGATE DR, STE 100, PORTLAND, OR 97221
TEL: (503) 419-2500 FAX: (503) 419-2600
www.cardnowrg.com
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

CLACKAMETTE COVE

LOCATED IN THE SOUTHWEST ONE-QUARTER AND
NORTHWEST ONE-QUARTER OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION
20, THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE NORTHEAST ONE-QUARTER
OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.,
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

CITY PLANNING FILE NUMBERS CP 08-05, DP 08-13, WR 08-21, TP 08-11 AND US 08-03
OCTOBER 26, 2009
SEE SHEET 4



| CURVE # | LENGTH | RADIUS | DELTA | CHORD | BEARING |
|---------|---------|----------|------------|---------|-------------|
| C4 | 386.35' | 2794.79' | 75°14' | 386.04' | S28°35'21"W |
| C5 | 36.26' | 33.00' | 62°57'52" | 34.47' | S70°05'33"W |
| C6 | 84.38' | 445.00' | 10°31'53" | 84.26' | N32°11'00"E |
| C7 | 284.00' | 1705.00' | 9°32'38" | 283.67' | N32°31'23"E |
| C8 | 107.48' | 316.48' | 19°27'59" | 106.96' | S41°39'18"E |
| C9 | 214.70' | 286.48' | 42°56'23" | 209.71' | N29°54'52"W |
| C10 | 412.22' | 2794.79' | 82°7'03" | 411.85' | N28°19'27"E |
| C11 | 100.45' | 378.31' | 15°12'37" | 100.14' | N26°25'33"E |
| C12 | 200.68' | 256.48' | 44°49'50" | 185.60' | N28°58'08"W |
| C13 | 6.83' | 2819.79' | 0°08'19" | 6.83' | N36°07'33"E |
| C14 | 32.47' | 256.48' | 7°15'10" | 32.44' | N2°55'18"W |
| C15 | 91.02' | 480.00' | 10°51'53" | 90.88' | N33°11'30"E |
| C16 | 75.64' | 1670.00' | 2°35'43" | 75.64' | S29°02'55"W |
| C17 | 70.21' | 29.00' | 138°43'40" | 54.28' | N31°16'19"E |
| C18 | 129.36' | 326.00' | 22°44'05" | 128.51' | N18°42'35"E |
| C19 | 36.17' | 36.50' | 56°46'26" | 34.71' | N01°34'14"E |
| C20 | 51.99' | 351.41' | 8°14'34" | 51.95' | N73°19'26"E |
| C21 | 83.60' | 381.41' | 12°33'29" | 83.43' | N71°08'59"E |
| C22 | 59.50' | 64.35' | 40°25'03" | 58.28' | S57°14'37"W |
| C23 | 45.95' | 64.35' | 40°54'40" | 44.98' | S56°59'24"W |
| C24 | 107.48' | 316.48' | 19°27'59" | 106.96' | S41°39'18"E |
| C25 | 409.34' | 570.00' | 41°08'53" | 408.62' | N71°37'30"W |
| C26 | 8.84' | 260.00' | 1°56'52" | 8.84' | N60°24'37"W |
| C27 | 65.41' | 380.00' | 9°51'55" | 65.35' | S54°22'08"E |
| C28 | 35.93' | 260.00' | 7°55'03" | 35.90' | N65°20'44"W |
| C29 | 96.88' | 256.50' | 21°38'27" | 95.31' | N40°33'49"W |
| C30 | 60.48' | 88.00' | 38°55'28" | 59.31' | N0°25'26"W |
| C31 | 84.84' | 81.00' | 30°03'47" | 81.02' | S10°58'06"E |
| C32 | 10.80' | 77.00' | 8°08'16" | 10.88' | N36°55'22"W |
| C33 | 25.87' | 2794.79' | 0°31'49" | 25.87' | S24°21'50"W |
| C34 | 7.98' | 570.00' | 0°48'08" | 7.98' | N61°47'07"W |

LEGEND:

- - DENOTES 5/8" X 30" IR WITH "PC MARKED" CARDINO WRG, INC. SET DURING REMAINING MONUMENTATION ON
- - DENOTES 5/8" X 30" IR WITH "PC MARKED" CARDINO WRG, INC. IN MONUMENT BOX SET DURING REMAINING MONUMENTATION ON
- - DENOTES FOUND MONUMENT AS NOTED IN MONUMENT TABLE
- ✕ - DENOTES FOUND 5/8" X 30" IR WITH "PC MARKED" CARDINO WRG, INC. PER SURVEY NO. 2009-179
- ⚡ - DENOTES FOUND 30mm (1-5/16") BERTSEID BP2 BRASS PLUG MARKED "CARDINO WRG, INC." PER SURVEY NO. 2009-179
- W/PC - DENOTES WITH YELLOW PLASTIC CAP
- IR - DENOTES IR ROD
- ST - DENOTES STREET
- SN - DENOTES SURVEY NUMBER, CLACKAMAS COUNTY SURVEY RECORDS
- (R) - DENOTES RADIAL BEARING
- N/A - NON-VEHICULAR ACCESS RESTRICTION SEE NOTE 26 ON SHEET 3 OF 6

12-7-09
REGISTERED
PROFESSIONAL
LAND SURVEYOR
SAMANTHA B. BRANCO
OREGON
JULY 1, 2004
S.A.M.B. 61303LS

PAP5926
SHEET 2 OF 6
GAI
10/26/2009

Cardino
WRG

PORTLAND
5445 SW WESTGATE DR. STE 100, PORTLAND, OR 97221
TEL: (503) 419-2800 FAX: (503) 419-2800
WWW.CARDINOWRG.COM
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

CLACKAMETTE COVE

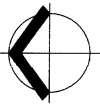
LOCATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION 20, THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE SOUTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M., CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

CITY PLANNING FILE NUMBERS 3P 08-05, 0P 08-13, WR 08-21, TP 08-11 AND US 08-03
OCTOBER 26, 2009
PAGE 473

15' +/- OVERHEAD
UTILITY EASEMENT
SHOWN ON
LINES BOOK 488
PAGE 473

SEE SHEET 5

TRACT B
2,312,551 SF
53.08 ACRES



SCALE: 1"=100'
0 50 100

| CURVE TABLE | | | |
|-------------|---------|----------|-----------------------|
| CURVE # | LENGTH | RADIUS | DELTA CHORD BEARING |
| C6 | 84.38' | 445.00' | 105°15'3" N37°11'00"E |
| C7 | 264.00' | 1705.00' | 93°2'38" N32°31'23"E |
| C33 | 218.63' | 781.93' | 21°52'54" N26°21'15"E |
| C38 | 48.95' | 382.68' | 105°33'4" S15°21'45"W |
| C59 | 75.64' | 1870.00' | 2°35'43" S29°02'55"W |
| C61 | 70.22' | 29.00' | 138°43'40" N3°16'39"E |
| C66 | 148.25' | 1670.00' | 5°05'10" S34°45'08"W |
| C67 | 146.17' | 816.93' | 10°15'06" S32°10'09"W |
| C68 | 18.63' | 274.00' | 5°59'14" N27°05'00"E |
| C70 | 249.34' | 816.93' | 17°29'16" S48°38'18"W |
| C74 | 67.53' | 816.93' | 4°44'10" S71°11'15"W |
| C103 | 67.53' | 816.93' | 4°44'10" S40°59'30"W |
| C106 | 443.04' | 816.93' | 32°28'32" S27°03'26"E |
| C127 | 39.46' | 816.93' | 2°46'04" S37°14'23"W |
| C128 | 20.69' | 397.68' | 28°54'50" S24°22'23"W |
| C134 | 106.99' | 816.93' | 7°30'14" N35°36'28"E |

SEE SHEET 3

STATE HIGHWAY I-205

SEE SHEET 2

LEGEND:

- DENOTES 6" X 30" IR WITH YPC MARKED "CARDNO WRG, INC."
- SET DURING REMAINING ADJUDICATION ON
- DENOTES 1/2" X 30" IR WITH YPC MARKED "CARDNO WRG, INC." IN REMAINING ADJUDICATION ON
- DENOTES 1/2" X 30" IR WITH YPC MARKED "CARDNO WRG, INC." IN REMAINING ADJUDICATION ON
- DENOTES FOUND MONUMENT AS NOTED IN MONUMENT TABLE
- DENOTES FOUND 5/8" X 30" IR WITH YPC MARKED "CARDNO WRG, INC." PER SURVEY NO. 2009-179
- ⌵ DENOTES FOUND 30mm (1-5/32") BURNITSEN BP2 BRASS PLUG
- W/PC DENOTES WITH YELLOW PLASTIC CAP
- IR DENOTES IRON ROD
- ST DENOTES STREET
- SN DENOTES SURVEY NUMBER, CLACKAMAS COUNTY SURVEY RECORDS
- (R) DENOTES RADIAL BEARING

12-7-09
REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JULY 13, 2004
SAMANTHA L. BIAKO
61303.S
RENEW 12/31/11

PAP5926
SHEET 4 OF 6
GAH
10/26/2009



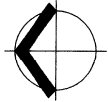
PORTLAND
5415 SW WESTGATE DR. STE 100, PORTLAND, OR 97221
TEL (503) 419-2500 FAX (503) 419-2800
www.cardnorg.com
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

DETAIL "A"
SCALE=1"=60'

CLACKAMETTE COVE

LOCATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION 20, THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M., CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

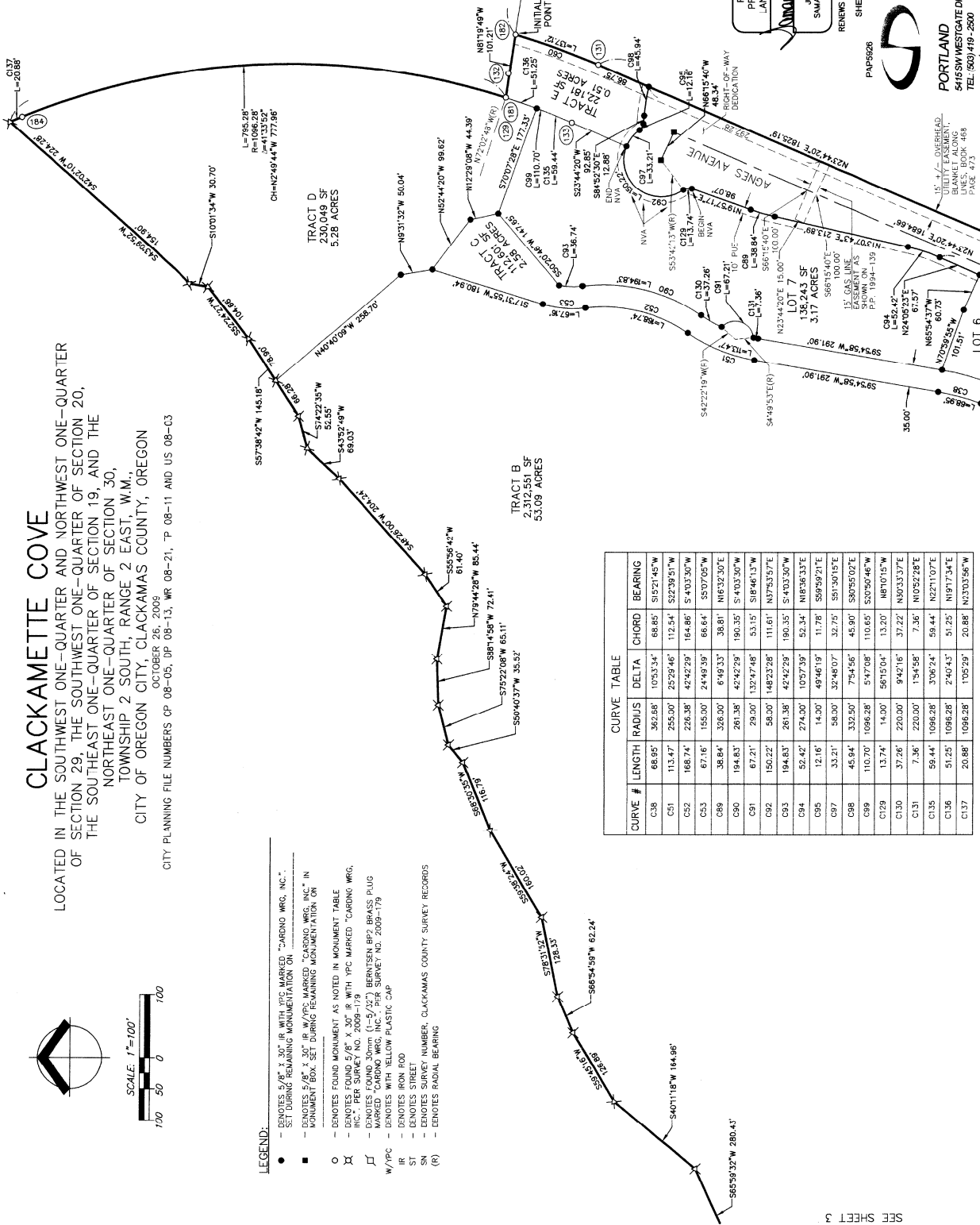
OCTOBER 26, 2009
CITY PLANNING FILE NUMBERS OF 08-05, DP 08-13, WR 08-21, P 08-11 AND US 08-03



LEGEND:

- DENOTES 5/8" x 30" IR WITH YPC MARKED "CARDNO WRG, INC."
- DENOTES 5/8" x 30" IR W/PC MARKED "CARDNO WRG, INC." IN MONUMENT BOX. SET DURING REMAINING MONUMENTATION ON
- DENOTES FOUND MONUMENT AS NOTED IN MONUMENT TABLE
- ⌵ DENOTES FOUND 5/8" x 30" IR WITH YPC MARKED "CARDNO WRG, INC." PER SURVEY NO. 2009-179
- ⌵ DENOTES FOUND 30mm (1-5/32") BERTENSEN BP2 BRASS PLUG MARKED "CARDNO WRG, INC." PER SURVEY NO. 2009-179
- W/PC DENOTES WITH YELLOW PLASTIC CAP
- IR DENOTES IRON ROD
- ST DENOTES SURVEY TARGET
- SN DENOTES SURVEY NUMBER, CLACKAMAS COUNTY SURVEY RECORDS
- (R) DENOTES RADIAL BEARING

| CURVE TABLE | | | | |
|-------------|---------|----------|-----------|---------------------|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD BEARING |
| C38 | 68.95' | 362.88' | 1053.34' | 68.85' S152°145'W |
| C31 | 113.47' | 255.00' | 2529.46' | 112.54' S22°39'51"W |
| C52 | 168.74' | 226.38' | 4242.29' | 164.86' S+03°30'W |
| C53 | 67.16' | 155.00' | 2449.39' | 66.64' S507°05'W |
| C89 | 38.64' | 328.00' | 649.33' | 38.81' N62°32'07"E |
| C90 | 194.83' | 261.38' | 4242.29' | 190.35' S+03°30'W |
| C91 | 67.21' | 29.00' | 13247.48' | 53.15' S194°61'37"W |
| C92 | 150.22' | 58.00' | 14823.28' | 111.61' N37°53'57"E |
| C93 | 194.83' | 261.38' | 4242.29' | 190.35' S+03°30'W |
| C94 | 52.42' | 274.00' | 1057.39' | 52.34' N67°36'33"E |
| C95 | 12.16' | 14.00' | 4946.19' | 11.76' S89°59'21"E |
| C97 | 33.21' | 58.00' | 3248.07' | 32.79' S91°30'15"E |
| C98 | 45.94' | 332.50' | 754.56' | 45.90' S80°55'02"E |
| C99 | 110.70' | 1096.28' | 547.08' | 110.65' S20°50'46"W |
| C129 | 13.74' | 14.00' | 5615.04' | 13.20' N67°01'15"W |
| C130 | 37.26' | 220.00' | 942.16' | 37.22' N30°33'37"E |
| C131 | 7.36' | 220.00' | 194.58' | 7.36' N05°22'28"E |
| C135 | 59.44' | 1096.28' | 306.24' | 59.44' N22°11'07"E |
| C136 | 51.25' | 1096.28' | 2407.43' | 51.25' N19°17'34"E |
| C137 | 20.88' | 1096.28' | 105.29' | 20.88' N23°03'56"W |



SEE SHEET 3

PAPER 526 SHEET 5 OF 6 DATE 10/26/2009



PORTLAND
5415 NW HASTINGS ST., STE. 100, PORTLAND, OR 97211
TEL: 503.419.2600 FAX: 503.419.2600
WWW.CARDNO.COM
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS



**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 7/8/2015

OWNERSHIP INFORMATION

Owner : Urban Renewal Agency of Oregon City
Co Owner :
Site Address : *no Site Address*
Mail Address : PO Box 3040 Oregon City Or 97045
Taxpayer : Urban Renewal Agency of Oregon City

Ref Parcel Number : 22E20 01100
Parcel Number : 05022780
T: 02S R: 02E S: 20 Q: QQ:
County : Clackamas (OR)
Telephone :

PROPERTY DESCRIPTION

Map Page & Grid :
Census Tract : 238.00 Block: 3
Improvement Type : *unknown Improvement Code*
Subdivision/Plat : Clackamette Cove
Neighborhood : Area 03 Apartments Oregon City
Land Use : 700 Vacant, Multiple Residences
Legal : SUBDIVISION CLACKAMETTE COVE 4289
TRACT D

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$306,133
Mkt Structure :
Mkt Total : \$306,133
% Improved :
14-15 Taxes :
Exempt Amount : \$228,576
Exempt Type :
Levy Code : 062057
Millage Rate : 18.1800
M50AssdValue : \$228,576

PROPERTY CHARACTERISTICS

| | | |
|---------------|---------------------|--------------------|
| Bedrooms : | Building SF : | BldgTotSqFt : |
| Bathrooms : | 1st Floor SF : | Lot Acres : 5.21 |
| Full Baths : | Upper Finished SF : | Lot SqFt : 226,793 |
| Half Baths : | Finished SF : | Garage SF : |
| Fireplace : | Above Ground SF : | Year Built : |
| Heat Type : | Upper Total SF : | School Dist : 062 |
| Floor Cover : | UnFinUpperStorySF : | Foundation : |
| Stories : | Basement Fin SF : | Roof Type : |
| Int Finish : | Basement Unfin SF : | Roof Shape : |
| Ext Finsh : | Basement Total SF : | |

TRANSFER INFORMATION

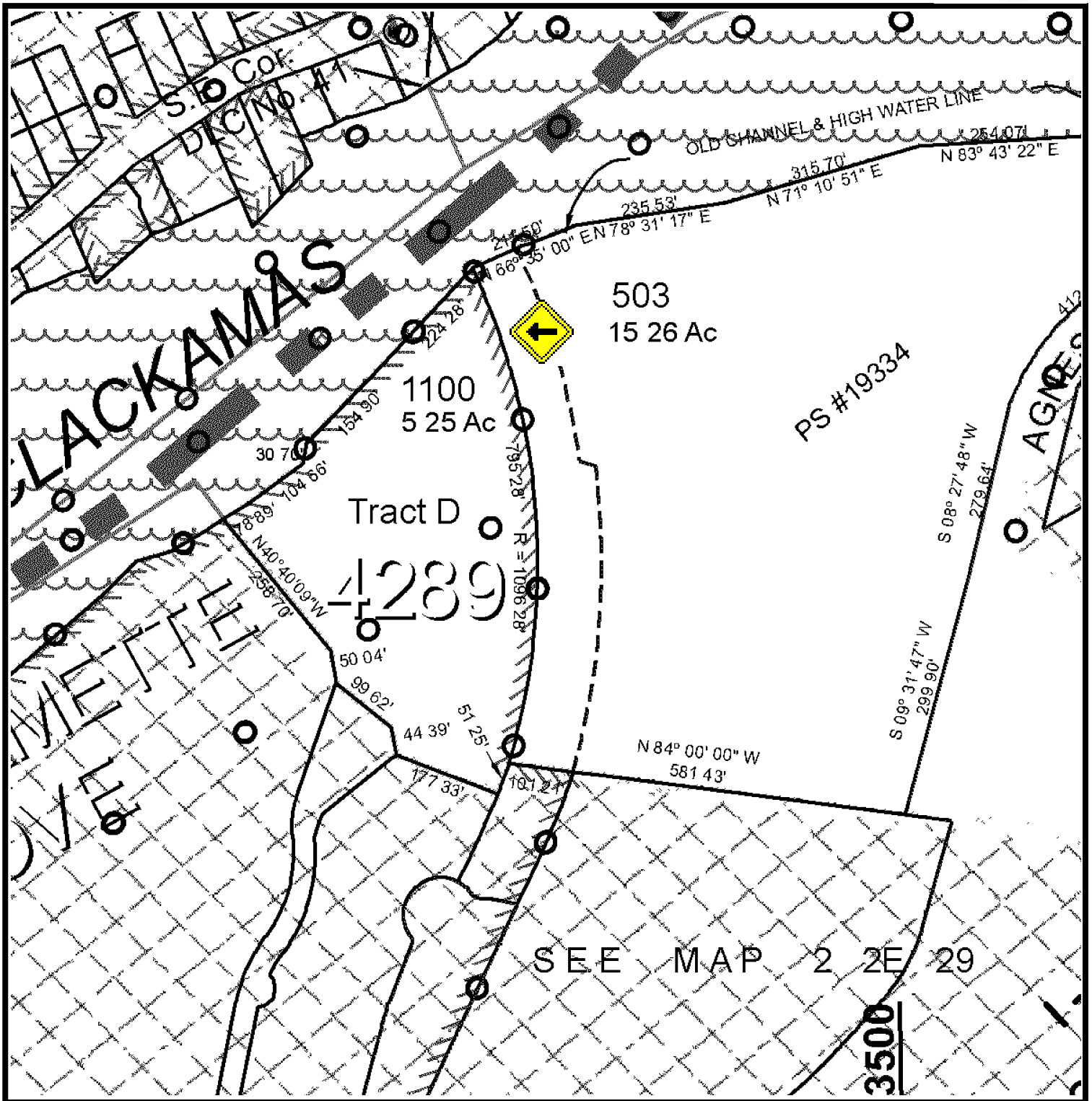
| Owner Name(s) | Sale Date | Doc# | Sale Price | Deed Type | Loan Amount | Loan Type |
|--------------------------------|-----------|------|------------|-----------|-------------|-----------|
| :Urban Renewal Agency of Orego | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |
| : | : | : | : | : | : | : |



Customer Service Department
121 SW Morrison Street Suite 300 Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com

THIS MAP IS PROVIDED AS A CONVENIENCE IN LOCATING PROPERTY. FIRST AMERICAN TITLE COMPANY OF OREGON ASSUMES NO LIABILITY FOR ANY VARIATIONS AS MAY BE DISCLOSED BY AN ACTUAL SURVEY

Reference Parcel #: 22E20 01100



First American
Title Company of Oregon

Customer Service Department
121 SW Morrison Street Suite 300 Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com

THIS MAP IS PROVIDED AS A CONVENIENCE IN LOCATING PROPERTY. FIRST AMERICAN TITLE COMPANY OF OREGON ASSUMES NO LIABILITY FOR ANY VARIATIONS AS MAY BE DISCLOSED BY AN ACTUAL SURVEY

CLACKAMETTE COVE

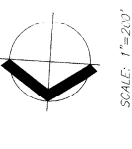
LOCATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION 20, THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M., CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

CITY PLANNING FILE NUMBERS CP 38-05, DP 38-15, WR 38-21, TP 08-11 AND JS 08-03



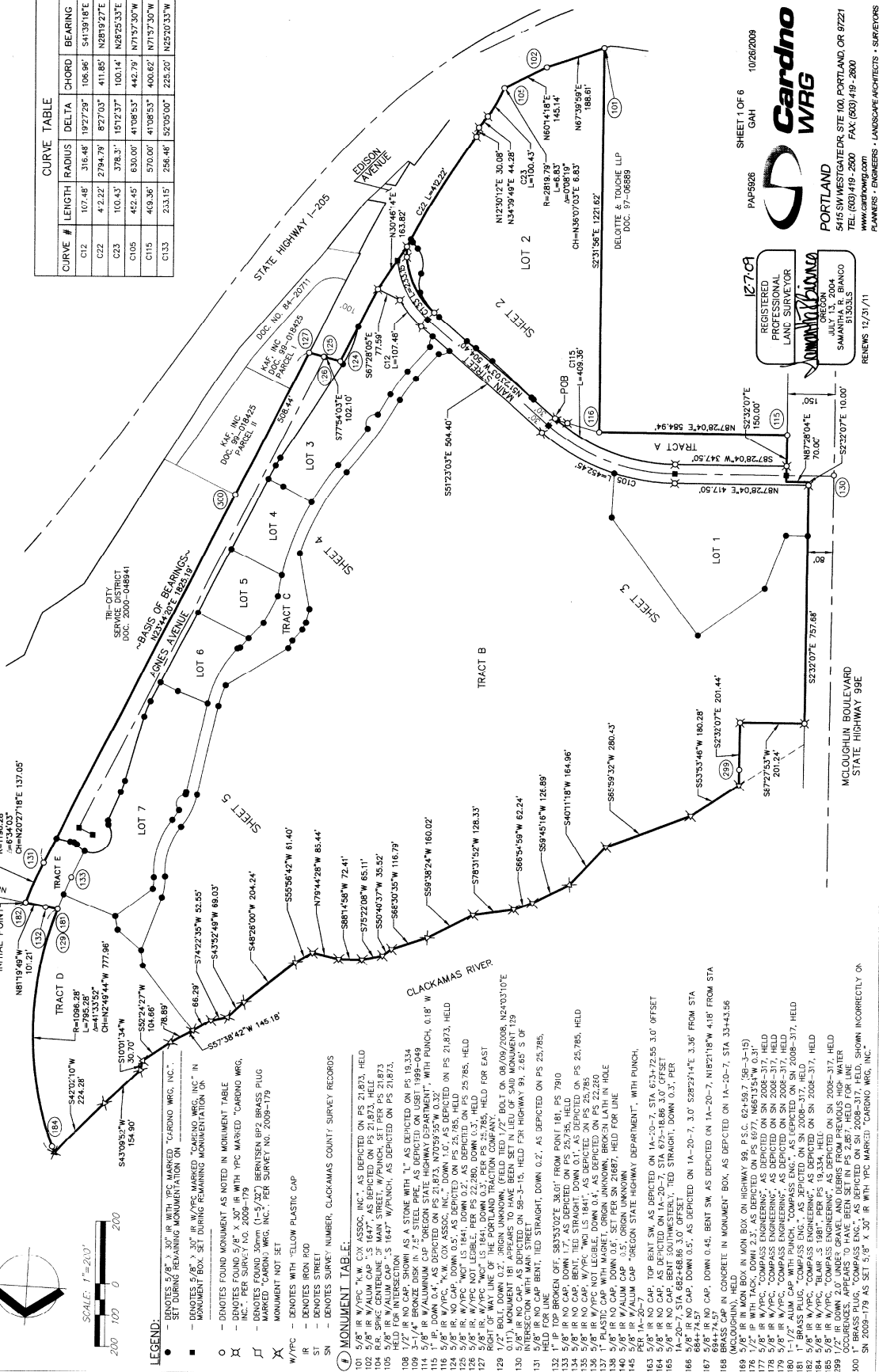
SHEET INDEX:
SHEET 1: OVERALL PROPERTY, MONUMENT TABLE & LEGEND
SHEET 2: LOT 2, PARTIAL LOT 3, TRACT A, PARTIAL TRACTS B & C, CURVE TABLE & LEGEND
SHEET 3: LOT 1, PARTIAL TRACT B, CURVE TABLE, NARRATIVE, NOTES AND RESTRICTIONS & LEGEND
SHEET 4: LOT 3, LOTS 4, 5, 6, PARTIAL TRACTS B & C, CURVE TABLE, DETAIL & LEGEND
SHEET 5: LOT 7, PARTIAL TRACTS B & C, TRACTS D & E, CURVE TABLE, & LEGEND
SHEET 6: SURVEYORS CERTIFICATE, DECLARATION, ACKNOWLEDGEMENT, CITY APPROVALS, COUNTY APPROVALS, POST MONUMENTATION NOTE & CONSENT AFFIDAVIT

PREPARED FOR:
PACIFIC PROPERTY SEARCH, LLC



SCALE: 1"=200'

| CURVE # | LENGTH | RADIUS | DELTA | CHORD | BEARING |
|---------|----------|----------|-----------|---------|-------------|
| C12 | 107.48' | 316.48' | 192°29' | 106.96' | S41°39'18"E |
| C22 | 4'22.22' | 2784.79' | 827°03' | 411.89' | N28°19'27"E |
| C23 | 100.43' | 378.31' | 157°37' | 100.14' | N28°25'53"E |
| C105 | 452.45' | 630.00' | 41°08'53" | 442.79' | N71°57'50"W |
| C115 | 409.36' | 570.00' | 41°08'53" | 400.62' | N71°57'50"W |
| C133 | 233.15' | 256.48' | 57°05'00" | 225.20' | N25°20'33"W |



LEGEND:

- MONUMENT 5/8" x 3/8" IR WITH "P" MARKED "CARDINO WEG, INC." IN SET DURING REMAINING MONUMENTATION ON
- MONUMENT 5/8" x 3/8" IR W/ "P" MARKED "CARDINO WEG, INC." IN MONUMENT BOX SET DURING REMAINING MONUMENTATION ON
- MONUMENT FOUND MONUMENT AS NOTED IN MONUMENT TABLE
- MONUMENT FOUND 5/8" x 3/8" IR WITH "P" MARKED "CARDINO WEG, INC." PER SURVEY NO. 2009-179
- MONUMENT FOUND 5/8" x 3/8" IR WITH "P" MARKED "CARDINO WEG, INC." PER SURVEY NO. 2009-179
- MONUMENT NOT SET
- W/ "P" — MONUMENT WITH "YELLOW PLASTIC CAP"
- IR — DENOTES IRON ROD
- ST — DENOTES STREET
- SN — DENOTES SURVEY NUMBER, CLACKAMAS COUNTY SURVEY RECORDS
- MONUMENT TABLE:
 - 102 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 103 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 104 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 105 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 106 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 107 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 108 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 109 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 110 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 111 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 112 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 113 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 114 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 115 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 116 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 117 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 118 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 119 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 120 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 121 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 122 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 123 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 124 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 125 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 126 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 127 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 128 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 129 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 130 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 131 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 132 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 133 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 134 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 135 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 136 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 137 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 138 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 139 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 140 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 141 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 142 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 143 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 144 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 145 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 146 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 147 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 148 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 149 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 150 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 151 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 152 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 153 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 154 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 155 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 156 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 157 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 158 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 159 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 160 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 161 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 162 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 163 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 164 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 165 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 166 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 167 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 168 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 169 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 170 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 171 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 172 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 173 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 174 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 175 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 176 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 177 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 178 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 179 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 180 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 181 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 182 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 183 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 184 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 185 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 186 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 187 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 188 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 189 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 190 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 191 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 192 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 193 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 194 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 195 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 196 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 197 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 198 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 199 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD
 - 200 5/8" IR W/ "P" MARKED "CARDINO WEG, INC." AS DEPICTED ON PS 21,873, HELD

Cardno WEG

PORTLAND
5415 SW WESTGATE DR. STE 100, PORTLAND, OR 97221
TEL: (503) 419-2600 FAX: (503) 419-2600
WWW.CARDNOWEG.COM
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

SHEET 1 OF 6
GAIH
10/26/2009

PAP5926

REGISTERED
PROFESSIONAL
LAND SURVEYOR
DAVID J. BLUM
JULY 13, 2004
SAMUEL BLUM
81303.0
RENEW 12/31/11

12709

REGISTERED
PROFESSIONAL
LAND SURVEYOR
DAVID J. BLUM
JULY 13, 2004
SAMUEL BLUM
81303.0
RENEW 12/31/11

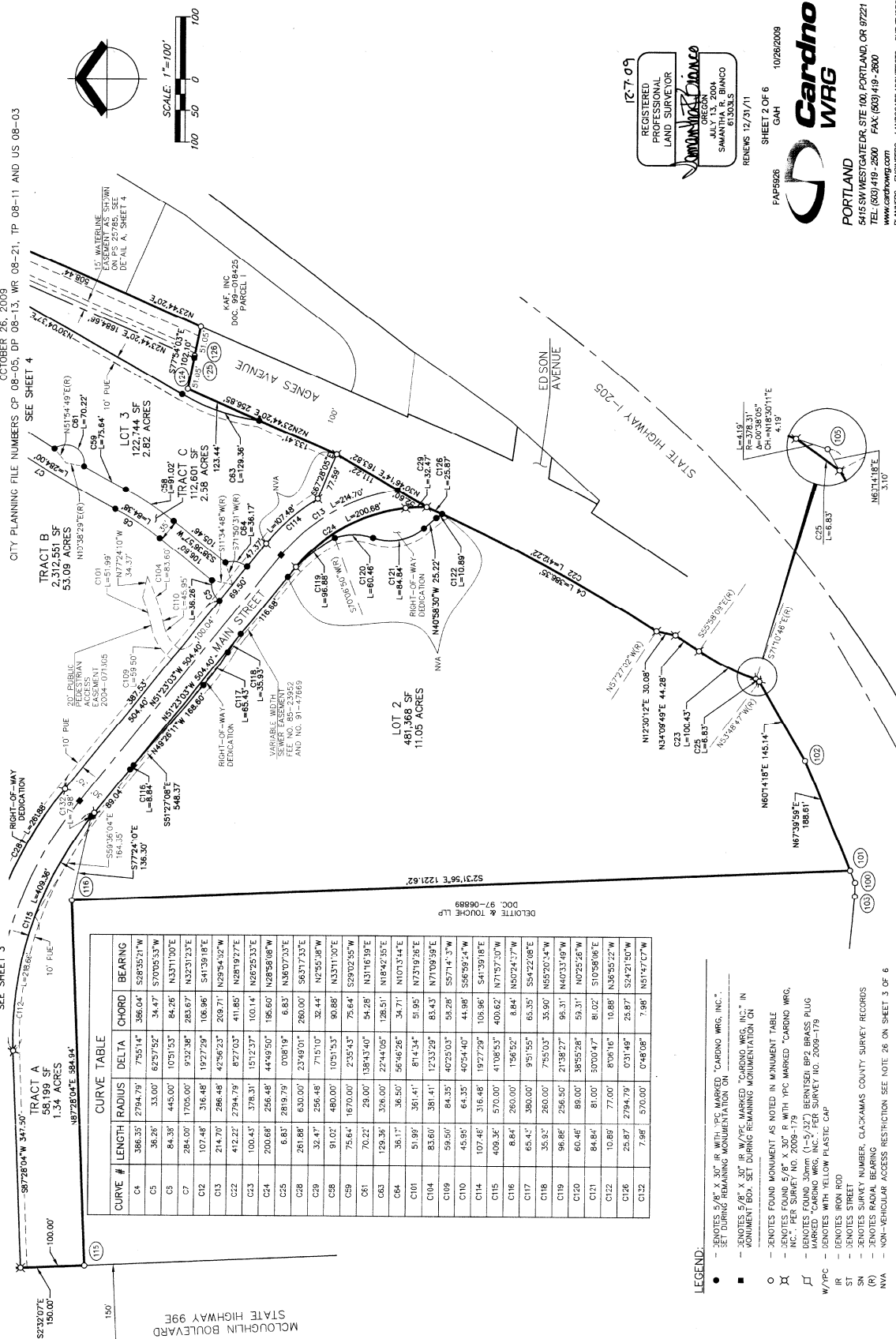
12709

REGISTERED
PROFESSIONAL
LAND SURVEYOR
DAVID J. BLUM
JULY 13, 2004
SAMUEL BLUM
81303.0
RENEW 12/31/11

12709

LOCATED IN THE SOUTHWEST ONE-QUARTER AND
NORTHWEST ONE-QUARTER OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION
20, THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE NORTHEAST ONE-QUARTER
OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WM.,
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

CITY PLANNING FILE NUMBERS CP 08-05, DP 08-13, WR 08-21, TP 08-11 AND US 08-03



17.7.09

PROFESSIONAL
AND SURVEYOR

ORIGON
JULY 13, 2004
MANTHA R. BIANCO

RENEWS 12/31/11

PAP5926

120F6
SAH
10/26/2009

G

PORTI AND

415 SW WESTGATE DR, STE 100, PORTLAND, OR 97221
TEL: (503) 419-2500 FAX: (503) 419-2600

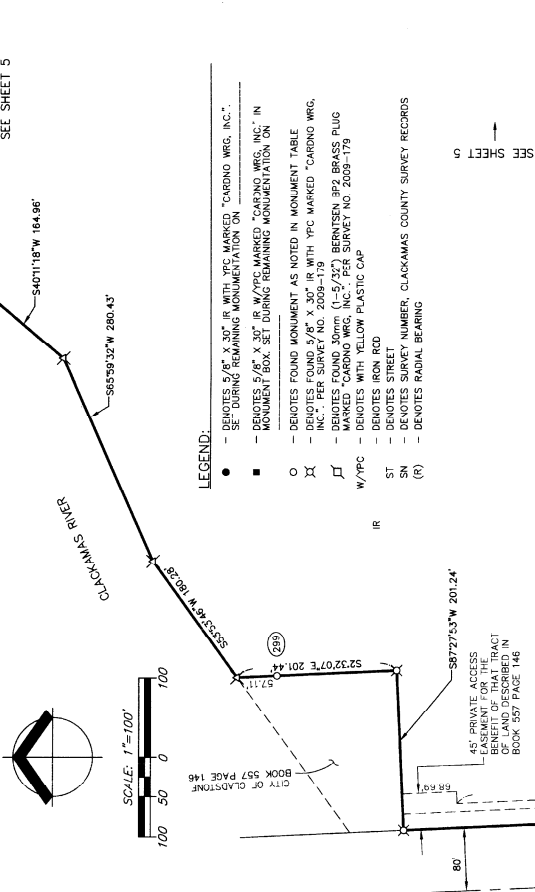
www.cardnow.org

CLACKAMETTE COVE

LOCATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION 20, THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M., CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

CITY PLANNING FILE NUMBERS CP 08-05, DP 08-13, WR 08-21, TP 08-11 AND US 08-03
OCTOBER 26, 2009

NARRATIVE:
THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE A PORTION OF THOSE TRACTS OF LAND DESCRIBED BY THE BASIS OF BEARINGS OF 42344.20"E WAS DETERMINED BY THE FOLLOWING MONUMENTS: 27-131 AND RECORD INFORMATION PER SURVEY NUMBER 2009-179, CLACKAMAS COUNTY SURVEY RECORDS. SEE SHEET 5



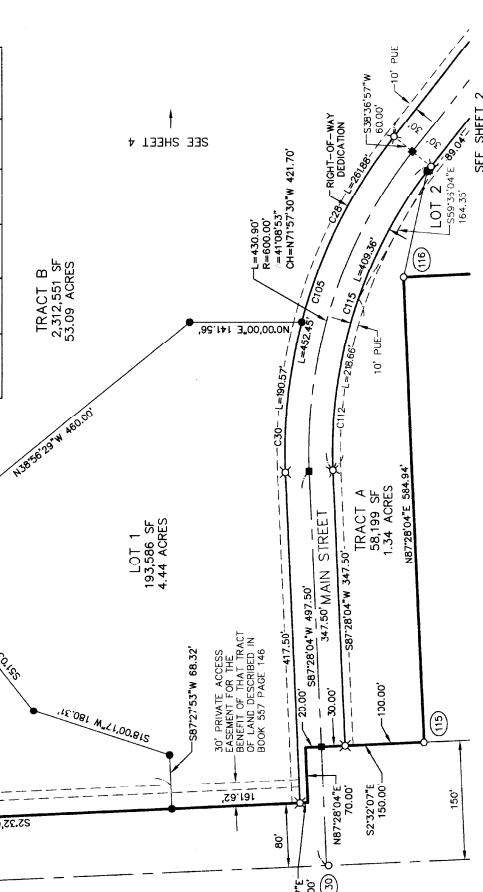
| CURVE # | LENGTH | RADIUS | DELTA | CHORD | BEARING |
|---------|---------|---------|-----------|---------|-------------|
| C28 | 261.86' | 630.00' | 22°48'01" | 260.00' | S63°17'33"E |
| C30 | 190.57' | 630.00' | 17°15'52" | 189.94' | N85°52'00"W |
| C105 | 452.45' | 630.00' | 41°08'53" | 442.79' | N71°57'30"W |
| C112 | 218.66' | 570.00' | 21°56'47" | 217.32' | S81°32'33"E |
| C115 | 409.36' | 570.00' | 41°08'53" | 406.62' | N71°57'30"W |

TRACT B
2,312,551 SF
53.09 ACRES

LOT 1
193,586 SF
4.44 ACRES

TRACT A
58,198 SF
1.34 ACRES

SEE SHEET 5



SEE SHEET 4

NOTES AND RESTRICTIONS:

- 1.) BOUNDARY DETERMINATION AND BASIS OF BEARINGS IS PER SURVEY NUMBER 2009-179.
- 2.) THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL PER CITY OF OREGON CITY CASE NO. 08-05, DP 08-13, WR 08-21, TP 08-11 AND US 08-03.
- 3.) A TEN FOOT PUBLIC UTILITY EASEMENT SHALL EXIST ALONG THE FRONTAGE OF LOTS AND TRACTS ADJACENT TO PUBLIC HIGHWAY, AS SHOWN HEREON.
- 4.) THIS PLAT IS SUBJECT TO THE RIGHTS OF THE PUBLIC AND GOVERNMENTAL BODIES IN AND TO THAT PORTION DESCRIBED AS LYING BELONGING TO THE CITY OF OREGON CITY AND ITS FRANCHISEES, SUCCESSORS AND ASSIGNS ARE HEREBY GRANTED THE RIGHT TO MAINTAIN, REPLACE, AND UPGRADE UTILITIES IN THESE PUBLIC EASEMENTS. NOTICE SHALL BE PROVIDED BEFORE SUCH ACTIVITIES ARE COMMENCED.
- 5.) THIS PLAT IS SUBJECT TO THE RIGHTS OF THE PUBLIC AND GOVERNMENTAL BODIES IN AND TO THAT PORTION DESCRIBED AS LYING BELONGING TO THE CITY OF OREGON CITY AND ITS FRANCHISEES, SUCCESSORS AND ASSIGNS ARE HEREBY GRANTED THE RIGHT TO MAINTAIN, REPLACE, AND UPGRADE UTILITIES IN THESE PUBLIC EASEMENTS. NOTICE SHALL BE PROVIDED BEFORE SUCH ACTIVITIES ARE COMMENCED.
- 6.) A PUBLIC EASEMENT EXISTS FOR IRVING AND RECREATIONAL ACTIVITIES IN AND OVER ANY ARTIFICIAL WATER BODY WHICH OPENS INTO CLACKAMETTE COVE.
- 7.) THIS PLAT IS SUBJECT TO A COMMUNICATION FACILITIES EASEMENT AS RECORDED IN BOOK 155 PAGE 332, CLACKAMAS COUNTY DEED RECORDS.
- 8.) THIS PLAT IS SUBJECT TO A TRANSMISSION LINE EASEMENT AS RECORDED IN BOOK 472 PAGE 610, CLACKAMAS COUNTY DEED RECORDS.
- 9.) THIS PLAT IS SUBJECT TO A TRANSMISSION LINE EASEMENT AS RECORDED IN BOOK 48 PAGE 319 AND BOOK 86 PAGE 332, CLACKAMAS COUNTY DEED RECORDS.
- 10.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED IN BOOK 48 PAGE 319 AND BOOK 86 PAGE 332, CLACKAMAS COUNTY DEED RECORDS.
- 11.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED IN BOOK 557 PAGE 387, CLACKAMAS COUNTY DEED RECORDS.
- 12.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED IN BOOK 557 PAGE 387, CLACKAMAS COUNTY DEED RECORDS.
- 13.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED AS FEE NO. 72-3295, PAGE 146, CLACKAMAS COUNTY DEED RECORDS.
- 14.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED AS FEE NO. 72-3295, PAGE 146, CLACKAMAS COUNTY DEED RECORDS.
- 15.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED AS FEE NO. 72-3295, PAGE 146, CLACKAMAS COUNTY DEED RECORDS.
- 16.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED AS FEE NO. 72-3295, PAGE 146, CLACKAMAS COUNTY DEED RECORDS.
- 17.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED AS FEE NO. 72-3295, PAGE 146, CLACKAMAS COUNTY DEED RECORDS.
- 18.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED AS FEE NO. 72-3295, PAGE 146, CLACKAMAS COUNTY DEED RECORDS.
- 19.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED AS FEE NO. 72-3295, PAGE 146, CLACKAMAS COUNTY DEED RECORDS.
- 20.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED AS FEE NO. 72-3295, PAGE 146, CLACKAMAS COUNTY DEED RECORDS.
- 21.) TRACT A IS FOR ENTRY, SIGN AND WATER FEATURE AND SHALL BE OWNED AND MAINTAINED BY THE OREGON CITY URBAN RENEWAL AGENCY.
- 22.) TRACT B IS FOR PUBLIC OPEN SPACE AND SHALL BE OWNED BY THE OREGON CITY URBAN RENEWAL AGENCY. SEE NOTES 5 AND 6.
- 23.) TRACT C SHALL BE OWNED AND MAINTAINED BY THE OREGON CITY URBAN RENEWAL AGENCY. SEE NOTES 5 AND 6.
- 24.) TRACT D SHALL BE OWNED AND MAINTAINED BY THE OREGON CITY URBAN RENEWAL AGENCY. SEE NOTES 5 AND 6.
- 25.) TRACT E SHALL BE OWNED AND MAINTAINED BY THE OREGON CITY URBAN RENEWAL AGENCY. SEE NOTES 5 AND 6.
- 26.) THE RECORDING OF THIS PLAT SHALL BE CONTROLLED BY THE CITY OF OREGON CITY.
- 27.) THIS PLAT IS SUBJECT TO A RIGHT-OF-WAY EASEMENT AS NOTED ON SHEET 2 OF 6 AND SHEET 5 OF 6.
- 28.) THIS PLAT IS SUBJECT TO PROVISIONS FOR ACCESS ROAD AS RECORDED IN BOOK 376 PAGE 180, CLACKAMAS COUNTY DEED RECORDS.
- 29.) THIS PLAT IS SUBJECT TO PROVISIONS FOR ACCESS ROAD AS RECORDED IN FEE NO. 68-004577, CLACKAMAS COUNTY DEED RECORDS.
- 30.) THIS PLAT IS SUBJECT TO A SEWER EASEMENT AS STIPULATED IN CLACKAMAS COUNTY CIRCUIT COURT CASE NO. 84-10-35.
- 31.) THIS PLAT IS SUBJECT TO A SEWER EASEMENT AS STIPULATED IN CLACKAMAS COUNTY CIRCUIT COURT CASE NO. 84-10-35.
- 32.) THIS PLAT IS SUBJECT TO A SEWER EASEMENT AS STIPULATED IN CLACKAMAS COUNTY CIRCUIT COURT CASE NO. 86-7-369 AND NO. 86-7-388.
- 33.) THIS PLAT IS SUBJECT TO A WATER LINE EASEMENT AS RECORDED IN FEE NO. 78-38099, CLACKAMAS COUNTY DEED RECORDS. EXACT RECORDS.
- 34.) THIS PLAT IS SUBJECT TO ACCEPTANCE OF ZONING CONDITIONS AS RECORDED IN FEE NO. 72-31596, CLACKAMAS COUNTY DEED RECORDS.
- 35.) THIS PLAT IS SUBJECT TO MINERAL RESERVATIONS AS RECORDED IN FEE NO. 85-036288, FEE NO. 86-32834, AND FEE NO. 86-32835, CLACKAMAS COUNTY DEED RECORDS.
- 36.) THIS PLAT IS SUBJECT TO THE DOWNTOWN/NORTH END URBAN RENEWAL PLAN PER CITY OF OREGON CITY ORDINANCE NO. 90-1062, CLACKAMAS COUNTY DEED RECORDS.
- 37.) THIS PLAT IS SUBJECT TO A RIGHT-OF-WAY EASEMENT AS RECORDED IN BOOK 86, PAGE 332, CLACKAMAS COUNTY DEED RECORDS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR
JULY 1998
SAMANTHA R. BLANCO
610315
RENEWS 12/31/11

**Cardno
WRG**

PORTLAND
5415 SW WESTGATE DR, STE 100, PORTLAND, OR 97221
TEL: (503) 419-2500 FAX: (503) 419-2800
WWW.CARDNOWRG.COM
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

PAP5926
SHEET 3 OF 6
GNT
10/26/2009

CLACKAMETTE COVE

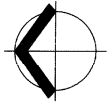
LOCATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION 20, THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE SOUTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M., CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

CITY PLANNING FILE NUMBERS 3P 08-05, DP 08-13, MR 08-21, TP 08-11 AND US 08-03
OCTOBER 26, 2009
PAGE 473

15' +/- OVERHEAD
UTILITY EASEMENT
UNDER ALL
LINES BOOK 488
PAGE 473

SEE SHEET 5

TRACT B
2,312,551 SF
53.08 ACRES



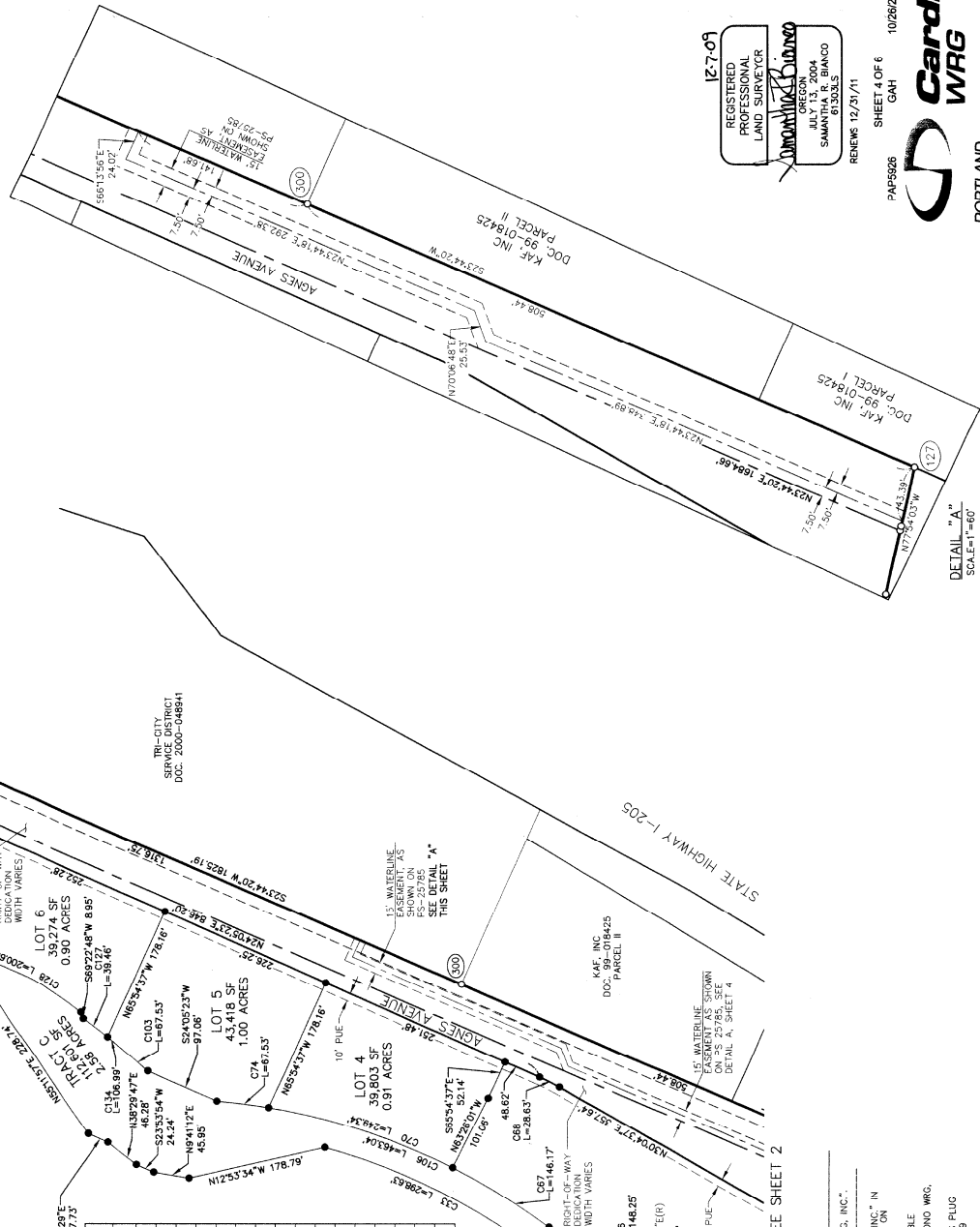
SCALE: 1"=100'
0 50 100

| CURVE TABLE | | | |
|-------------|---------|----------|-----------------------|
| CURVE # | LENGTH | RADIUS | DELTA CHORD BEARING |
| C6 | 84.38' | 445.00' | 105°15'3" N37°11'00"E |
| C7 | 264.00' | 1705.00' | 93°2'38" N32°31'23"E |
| C33 | 218.63' | 781.93' | 21°52'54" N26°21'15"E |
| C38 | 48.95' | 382.68' | 105°3'34" S15°21'45"W |
| C59 | 75.64' | 1870.00' | 2°35'43" S29°02'55"W |
| C61 | 70.22' | 29.00' | 138°43'40" N3°16'39"E |
| C66 | 148.25' | 1670.00' | 5°05'10" S34°45'08"W |
| C67 | 146.17' | 816.93' | 10°15'06" S32°10'09"W |
| C68 | 18.63' | 274.00' | 5°59'14" N27°05'00"E |
| C70 | 249.34' | 816.93' | 17°29'16" S48°38'18"W |
| C74 | 67.53' | 816.93' | 4°44'10" S71°11'15"W |
| C103 | 67.53' | 816.93' | 4°44'10" S40°59'30"W |
| C106 | 443.04' | 816.93' | 32°28'32" S27°03'26"E |
| C127 | 39.46' | 816.93' | 2°46'04" S37°14'23"W |
| C128 | 20.69' | 397.68' | 28°54'50" S24°22'23"W |
| C134 | 106.99' | 816.93' | 7°30'14" N35°36'28"E |

SEE SHEET 3

SEE SHEET 2

- LEGEND:
- DENOTES 5/8" X 30" IR WITH YPC MARKED "CARDNO WRG, INC."
 - SET DURING REMAINING ADJUDICATION ON
 - DENOTES 1/2" X 30" IR WITH YPC MARKED "CARDNO WRG, INC." IN REMAINING ADJUDICATION ON
 - DENOTES 1/2" X 30" IR WITH YPC MARKED "CARDNO WRG, INC." IN REMAINING ADJUDICATION ON
 - DENOTES FOUND MONUMENT AS NOTED IN MONUMENT TABLE
 - DENOTES FOUND 5/8" X 30" IR WITH YPC MARKED "CARDNO WRG, INC." PER SURVEY NO. 2009-179
 - ⌵ DENOTES FOUND 30mm (1-5/32") BURNITSEN BP2 BRASS PLUG
 - W/PC DENOTES WITH YELLOW PLASTIC CAP
 - IR DENOTES IRON ROD
 - ST DENOTES STREET
 - SN DENOTES SURVEY NUMBER, CLACKAMAS COUNTY SURVEY RECORDS
 - (R) DENOTES RADIAL BEARING



12-7-09
REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JULY 13, 2004
SAMANTHA L. BIAKO
61303.S
RENEW 12/31/11
PAP5926
SHEET 4 OF 6
GAH
10/26/2009



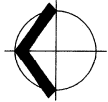
PORTLAND
5415 SW WESTGATE DR. STE 100, PORTLAND, OR 97221
TEL (503) 419-2500 FAX (503) 419-2800
www.cardnowrg.com
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

DETAIL "A"
SCALE=1"=60'

CLACKAMETTE COVE

LOCATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION 20, THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M., CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

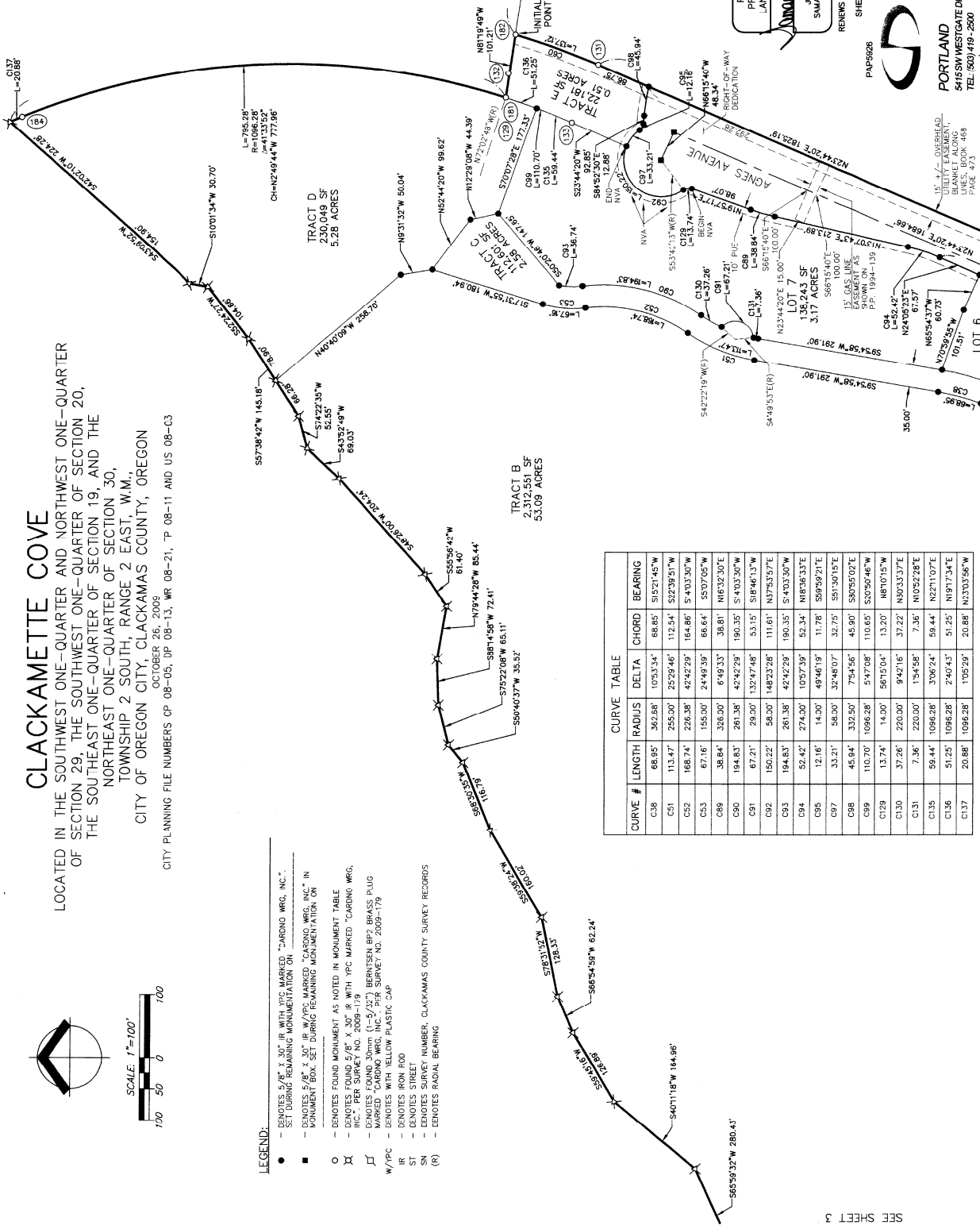
OCTOBER 26, 2009
CITY PLANNING FILE NUMBERS OF 08-05, DP 08-13, WR 08-21, P 08-11 AND US 08-03



LEGEND:

- DENOTES 5/8" x 30" IR WITH YPC MARKED "CARDNO WRG, INC." SET DURING REMAINING MONUMENTATION ON
- DENOTES 5/8" x 30" IR W/ YPC MARKED "CARDNO WRG, INC." IN MONUMENT BOX SET DURING REMAINING MONUMENTATION ON
- DENOTES FOUND MONUMENT AS NOTED IN MONUMENT TABLE
- ⊗ DENOTES FOUND 5/8" x 30" IR WITH YPC MARKED "CARDNO WRG, INC." PER SURVEY NO. 2009-179
- ⊕ DENOTES FOUND 30mm (1-5/32") BERTENSEN BP2 BRASS PLUG MARKED "CARDNO WRG, INC." PER SURVEY NO. 2009-179
- W/ YPC DENOTES WITH YELLOW PLASTIC CAP
- IR DENOTES IRON ROD
- ST DENOTES SURVEY TARGET
- SN DENOTES SURVEY NUMBER, CLACKAMAS COUNTY SURVEY RECORDS
- (R) DENOTES RADIAL BEARING

| CURVE TABLE | | | | |
|-------------|---------|----------|------------|---------------------|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD BEARING |
| C38 | 68.85' | 362.88' | 105.33° | 68.85' S152°145'W |
| C39 | 113.47' | 255.00' | 252°46' | 112.54' S22°39'51"W |
| C52 | 168.74' | 226.38' | 424°29' | 164.86' S 4°03'30"W |
| C53 | 67.16' | 155.00' | 24°49'39" | 66.64' S50°05'W |
| C89 | 38.64' | 328.00' | 6°49'33" | 38.81' N62°30'E |
| C90 | 194.83' | 261.38' | 424°29' | 190.35' S 4°03'30"W |
| C91 | 67.21' | 29.00' | 132°47'48" | 53.15' S19°46'13"W |
| C92 | 150.22' | 58.00' | 148°23'28" | 111.61' N37°53'57"E |
| C93 | 194.83' | 261.38' | 424°29' | 190.35' S 4°03'30"W |
| C94 | 52.42' | 274.00' | 105°39' | 52.34' N67°36'33"E |
| C95 | 12.16' | 14.00' | 49°46'19" | 11.76' S89°59'21"E |
| C97 | 33.21' | 58.00' | 32°48'07" | 32.79' S91°30'15"E |
| C98 | 45.94' | 332.50' | 75°4'56" | 45.90' S80°55'02"E |
| C99 | 110.70' | 1096.28' | 54°7'08" | 110.65' S20°50'46"W |
| C129 | 13.74' | 14.00' | 56°15'04" | 13.20' N67°01'15"W |
| C130 | 37.26' | 220.00' | 94°21'6" | 37.22' N30°33'37"E |
| C131 | 7.36' | 220.00' | 1°54'58" | 7.36' N105°22'28"E |
| C135 | 59.44' | 1096.28' | 3°06'24" | 59.44' N22°11'07"E |
| C136 | 51.25' | 1096.28' | 2°40'43" | 51.25' N19°17'34"E |
| C137 | 20.88' | 1096.28' | 1°05'29" | 20.88' N23°03'56"W |



27.09
REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
Samantha E. Blanco
61303LS
RENEW 12/31/11

SHEET 5 OF 6
CAN
PAP5626
10/26/2009

Cardno WRG

PORTLAND
5455 NW HASTINGS ST., STE. 100, PORTLAND, OR 97221
TEL: 503.419.2600 FAX: 503.419.2600
WWW.CARDNOWRG.COM
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

SEE SHEET 4

SEE SHEET 3



First American

First American Title Company of Oregon
121 SW Morrison St, FL 3
Portland, OR 97204
Phn - (503)222-3651 (800)929-3651
Fax - (877)242-3513

Order No.: 7000-2539760
October 12, 2015

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

WYN HENDRICKS, Escrow Officer/Closer
Phone: (503)350-5005 - Fax: (866)656-1602- Email: whendricks@firstam.com
First American Title Company of Oregon
5335 SW Meadows Rd #100, Lake Oswego, OR 97035

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Lauren Finbraaten, Title Officer
Toll Free: (800)929-3651 - Direct: (503)790-7861 - Email: lfinbraaten@firstam.com

Preliminary Title Report

County Tax Roll Situs Address: Not Yet Assigned, Oregon City, OR 97045

Proposed Insured Lender: TBD

Proposed Borrower:

| | | | | |
|-------------------------------------|--------------|-----|------------|-----|
| 2006 ALTA Owners Standard Coverage | Liability \$ | TBD | Premium \$ | TBD |
| 2006 ALTA Owners Extended Coverage | Liability \$ | | Premium \$ | |
| 2006 ALTA Lenders Standard Coverage | Liability \$ | | Premium \$ | |
| 2006 ALTA Lenders Extended Coverage | Liability \$ | | Premium \$ | |
| Endorsement 9, 22 | | | Premium \$ | |
| Govt Service Charge | | | Cost \$ | |
| City Lien/Service District Search | | | Cost \$ | |
| Other | | | Cost \$ | |

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of September 29, 2015 at 8:00 a.m., title to the fee simple estate is vested in:

Tri-City Services District, a County Service District

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; 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.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
 - B. Affidavit regarding possession
 - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
 7. Subject property is under public ownership and is tax exempt. Any change in ownership before delivery of assessment roll may result in tax liability. Account No. 00560066.
 8. City liens, if any, of the City of Oregon City.

Note: There are no liens as of September 29, 2015. All outstanding utility and user fees are not liens and therefore are excluded from coverage.

9. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the mean high water mark of Clackamas River and the ownership of the State of Oregon in that portion lying below the high water mark of Clackamas River .

10. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Clackamas River or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.
11. Easement, including terms and provisions contained therein:
Recording Information: November 12, 1919 as Book 155, Page 0332
In Favor of: North Western Long Distance Telephone Company
For: communication facilities
12. Easement, including terms and provisions contained therein:
Recording Information: August 21, 1953 as [Book 472, Page 0610](#)
In Favor of: Portland General Electric Company, an Oregon Corporation
For: transmission line
13. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: June 18, 1959 as [Book 557, Page 0146](#)
14. Notice of Sanitary Landfill, including terms and provisions thereof.
Recorded: November 06, 1961 as [Book 594, Page 0722](#)
15. Provisions for Access Road set forth in Stock Room Lease, including terms and provisions thereof.
Recorded: March 14, 1968 as Fee No. [68004577](#)
16. Easement, including terms and provisions contained therein:
Recording Information: April 12, 1968 as Fee No. [68006792](#)
In Favor of: J.C. Penny Co., a Delaware corporation
For: road purposes
17. Easement, including terms and provisions contained therein:
Recording Information: June 11, 1968 as Fee No. [68010811](#)
In Favor of: Northwest Natural Gas Company, an Oregon corporation
For: gas line
18. Easement, including terms and provisions contained therein:
Recording Information: June 24, 1968 as Fee No. [68011854](#)
In Favor of: Oregon City
For: water line
19. Easement, including terms and provisions contained therein:
Recording Information: June 24, 1968 as Fee No. [68011857](#)
In Favor of: Oregon City
For: sewer

20. Easement, including terms and provisions contained therein:
Recording Information: August 30, 1968 as Fee No. [68018145](#)
In Favor of: The tracts leased to J.C. Penney Company, a Delaware corporation and Crown Zellerbach Corporation
For: ingress and egress
21. Limited access provisions in favor of the State of Oregon, by and through State Highway Commission as contained in Decree of Condemnation entered December 21, 1970 as Paragraph No. 2 of Judgment Order in Suit No. 68930 in the Circuit Court for Clackamas County, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.
22. Agreement for Easement, including terms and provisions thereof.
Recorded: September 05, 1978 as Fee No. [78038099](#)
23. Easement, including terms and provisions contained therein, as set forth in Decree entered in the Circuit Court of the State of Oregon for the County of Clackamas:
Filed: December 31, 1987 as Case No. 84-10-35
In Favor of: Tri-City Service District
For: construction and maintenance of sewer lines
24. Prospective Purchaser Agreement DEQ No. 98-09, including terms and provisions thereof.
Recorded: December 21, 1998 as Fee No. [98121277](#)
25. Unrecorded leases or periodic tenancies, if any.

- END OF EXCEPTIONS -

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

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: NONE

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!**

RECORDING INFORMATION

Filing Address: **Clackamas County**
1710 Red Soil Ct, Suite 110
Oregon City, OR 97045

Recording Fees: **\$ 53.00 First Page**
(Comprised of:
\$ 5.00 per page
\$ 5.00 per document - GIS Fee
\$10.00 per document - Public Land Corner Preservation Fund
\$11.00 per document - OLIS Assessment & Taxation Fee
\$22.00 per document - Oregon Housing Alliance Fee)
\$ 5.00 E-Recording fee per document
\$ 5.00 for each additional page
\$ 5.00 for each additional document title, if applicable
\$ 20.00 Non-Standard Document fee, if applicable



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

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 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. 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 Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

ALTA OWNER'S POLICY (06/17/06)

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 Risks 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.

SCHEDULE OF STANDARD EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TI 149 Rev. 7-22-08



First American Title

Privacy Information

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, together with our subsidiaries 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 that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal 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 and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Exhibit "A"

Real property in the County of Clackamas, State of Oregon, described as follows:

A tract of land in Sections 20 and 29, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, being a part of the Hiram Straight Donation Land Claim No. 42, described as follows:

Commencing at a stone 14 inches by 8 inches, marked "L" in the Oregon City and Portland Road, 49 links South 58° West of the one-quarter section corner between Sections 20 and 29 in said Township 2 South, Range 2 East; thence North 84°00' West 40.00 feet, more or less, to the intersection with the West line of said road and the true point of beginning; thence continuing North 84°00' West along the North line of that tract described in deed to Parker and Fuhrman, recorded January 21, 1957, in Book 521, Page 187, Deed Records, 510.00 feet, more or less, to the Easterly line of the Portland Traction Co. Railroad right of way; thence Southerly along said Easterly line 2,350.00 feet, more or less, to the North line of Shaw's First Addition to Oregon City; thence Easterly along the North line of said subdivision 105.00 feet, more or less to the Westerly line of the East Portland Freeway (I-205); thence Northerly along the Westerly line of said freeway to the Westerly line of said Oregon City and Portland Road; thence Northerly along the Westerly line of said road 290.00 feet, more or less, to the true point of beginning.

Except that part lying Southerly of the Northerly line and the Easterly extension thereof of those tracts described in deed to Furhman Development Co., recorded April 22, 1974, as Recorder's Fee No. 74-10037, Film Records.

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

Property Detail Report

OR

APN: 00560011

Clackamas County Data as of: 10/11/2018

Owner Information

Owner Name: Water Environment Services
Vesting: Company
Mailing Address: 150 Beaver Creek Rd #430, Oregon City, OR 97045-4302

Location Information

| | | | |
|--------------------|---|-----------------------|--------------------------------|
| Legal Description: | Section 29 Township 2S Range 2E Tax Lot 01504 | County: | Clackamas, OR |
| APN: | 00560011 | Alternate APN: | 22E29 01504 |
| Munic / Twnshp: | | Census Tract / Block: | |
| Subdivision: | | Legal Lot / Block: | 1504 / |
| Neighborhood: | Oregon City | Legal Book / Page: | |
| Elementary School: | Jennings Lodge Ele... | School District: | Oregon City School District 62 |
| | | Middle School: | Gardiner Middle Sc... |
| | | High School: | Oregon City High S... |

Last Transfer / Conveyance - Current Owner

| | | | | | |
|----------------------|----------------------------|--------------|---------------------------|-----------------|---------------------|
| Transfer / Rec Date: | 06/30/2017 / 08/10/2017 | Price: | | Transfer Doc #: | 2017.54620 |
| Buyer Name: | Water Environment Services | Seller Name: | Tri City Service District | Deed Type: | Bargain & Sale Deed |

Last Market Sale

| | | | | | |
|---------------------|-------------------------|----------------------|----------------------|-------------------|------------|
| Sale / Rec Date: | 12/15/2011 / 12/19/2011 | Sale Price / Type: | \$45,664 / Confirmed | Deed Type: | Deed |
| Multi / Split Sale: | | Price / Sq. Ft.: | | New Construction: | |
| 1st Mtg Amt / Type: | | 1st Mtg Rate / Type: | | 1st Mtg Doc #: | N/A |
| 2nd Mtg Amt / Type: | | 2nd Mtg Rate / Type: | | Sale Doc #: | 2011.72874 |
| Seller Name: | Clackamas County Oregon | | | | |
| Lender: | | | | | |
| Title Company: | | | | | |

Prior Sale Information

| | | | | | |
|---------------------|--|----------------------|--|-------------------|-----|
| Sale / Rec Date: | | Sale Price / Type: | | Prior Deed Type: | |
| 1st Mtg Amt / Type: | | 1st Mtg Rate / Type: | | Prior Sale Doc #: | N/A |
| Prior Lender: | | | | | |

Property Characteristics

| | | |
|--------------------|--------------------|-------------------|
| Gross Living Area: | Total Rooms: | Year Built / Eff: |
| Living Area: | Bedrooms: | Stories: |
| Total Adj. Area: | Baths (F / H): | Parking Type: |
| Above Grade: | Pool: | Garage #: |
| Basement Area: | Fireplace: | Garage Area: |
| Style: | Cooling: | Porch Type: |
| Foundation: | Heating: | Patio Type: |
| Quality: | Exterior Wall: | Roof Type: |
| Condition: | Construction Type: | Roof Material: |

Site Information

| | | | | | |
|------------------|--------------------------------------|--------------------|----------------|---------------------|------------|
| Land Use: | Office Building | Lot Area: | 33,977 Sq. Ft. | Zoning: | MUD |
| State Use: | | Lot Width / Depth: | | # of Buildings: | |
| County Use: | 201 - Commercial Property Improved | Usable Lot: | | Res / Comm Units: | |
| Site Influence: | | Acres: | 0.78 | Water / Sewer Type: | |
| Flood Zone Code: | Ae | Flood Map #: | 41005C0276D | Flood Map Date: | 06/17/2008 |
| Community Name: | Clackamas County Unincorporated Area | Flood Panel #: | 0276D | Inside SFHA: | True |

Tax Information

| | | | | | |
|----------------|---------|--------------------|----------|---------------------|-----------|
| Assessed Year: | 2017 | Assessed Value: | \$90,400 | Market Total Value: | \$225,626 |
| Tax Year: | 2017 | Land Value: | | Market Land Value: | \$111,326 |
| Tax Area: | 062-057 | Improvement Value: | | Market Imprv Value: | \$114,300 |
| Property Tax: | | Improved %: | | Market Imprv %: | 50.66% |
| Exemption: | | Delinquent Year: | | | |

Transaction History Report

OR

APN: 00560011

Clackamas County Data as of: 10/11/2018

Current Owner: Water Environment Services

Vesting: Company
2011 - Present

| CONVEYANCES | | | | | | | | |
|-------------|------------|----------|----------|-----------|----------------|----------------------------|---------------------------|------------|
| Date | Rec Date | Verified | Price | Type | Title Company | Buyer | Seller | Document # |
| 06/30/2017 | 08/10/2017 | | | | None Available | Water Environment Services | Tri City Service District | 2017.54620 |
| 12/15/2011 | 12/19/2011 | | \$45,664 | Confirmed | | Tri-City Service District | Clackamas County Oregon | 2011.72874 |

Prior Owner: Clackamas County (Or)

2004 - 2011

| CONVEYANCES | | | | | | | | |
|-------------|------------|----------|-------|------|---------------|-----------------------|-------------|------------|
| Date | Rec Date | Verified | Price | Type | Title Company | Buyer | Seller | Document # |
| 03/09/2004 | 03/10/2004 | | | | | Clackamas County (Or) | Erland, Ray | 2004.19836 |

Disclaimer: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

BARGAIN AND SALE DEED

GRANTOR:

Tri-City Service District
c/o Water Environment Services
Development Services Building
150 Beavercreek Road, Suite 430
Oregon City, OR 97045

GRANTEE:

Water Environment Services
Development Services Building
150 Beavercreek Road, Suite 430
Oregon City, OR 97045

After Recording Return To:
Water Environment Services
150 Beavercreek Road
Oregon City, OR 97045

Until a Change is Requested, Tax Statements shall be sent to
the following address:

Tri-City Service District
c/o Water Environment Services
150 Beavercreek Road, Suite 430
Oregon City, OR 97045

Clackamas County Official Records
Sherry Hall, County Clerk

2017-054620



NO FEE

08/10/2017 09:13:52 AM

D-D Cnt=1 Stn=7 BARBARA
This is a no fee document

BARGAIN and SALE DEED

On November 3rd, 2016, the Tri-City Service District and Clackamas County Service District No. 1 entered into an agreement ("WES Agreement") pursuant to ORS Chapter 190 to establish an intergovernmental entity known as Water Environment Services ("WES"). On May 18th, 2017, the Surface Water Management Agency of Clackamas County was added as a partner to the WES Agreement, which was created to provide greater coordination in the operations and management of wastewater and surface water services within the region. In order to effectuate the purpose of the WES Agreement, all parties agreed to contribute all assets, including real property, to WES.

Accordingly, the **Tri-City Service District**, a county service district formed pursuant to ORS Chapter 451, does hereby grant, bargain, sell and convey as grantor unto **Water Environment Services**, an ORS Chapter 190 intergovernmental entity, as grantee and to its successors and assigns, all of the following described real property, with the tenements, hereditaments, and appurtenances (the "Property") situated in the County of Clackamas, State of Oregon, to wit:

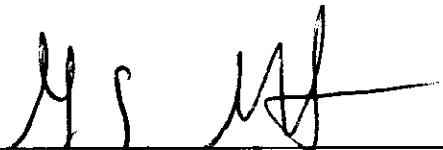
See Exhibit A, attached hereto and incorporated herein.

The transfer of the Property shall be effective as of July 1, 2017. The true and actual consideration for this conveyance is the sum of Zero (\$0) Dollars and other such good and valuable consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

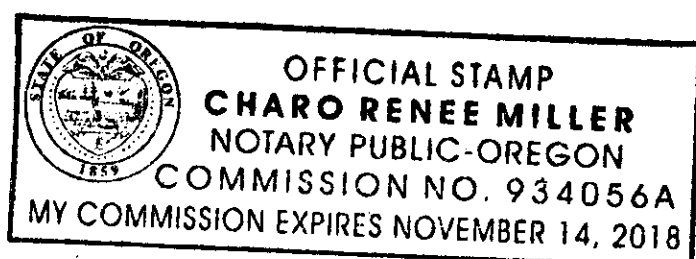
IN WITNESS WHEREOF, the Tri-City Service District has caused this instrument to be executed by duly appointed officers this 30th day of June, 2017.


TRI-CITY SERVICE DISTRICT, a county service district formed pursuant to ORS Chapter 451

By: 
Gregory L. Geist, Director

STATE OF OREGON)
) ss.
County of Clackamas)

On this 30th day of JUNE, 2017 before me the undersigned, a notary public in and for such state, the foregoing instrument was acknowledged before me by Gregory Geist, Director, on behalf of the Tri-City Service District.




Notary Public for Oregon
My Commission Expires: November 14, 2018

**EXHIBIT A
LEGAL DESCRIPTION**

That portion of the following described property lying East of the Easterly line of Parcels I and II, below, North of the Northeasterly extension of the Southerly line of Parcel I, below, and South of the Southeasterly extension of the Northerly line of Parcel II, below:

A tract of land in Sections 20 and 29, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, Clackamas County, Oregon, being a part of the Hiram Straight Donation Land Claim, described as follows:

Commencing at a stone 14 inches by 8 inches, marked "L", in the Oregon City and Portland Road, 49 links South 58° West of the one-quarter section corner between Sections 20 and 29, in said Township 2 South, Range 2 East of the Willamette Meridian; thence North $84^{\circ}00'$ West 40.00 feet, more or less, to the intersection with the West line of said road and the true point of beginning; thence continuing North $84^{\circ}00'$ West, along the North line of that tract described in Deed to Parker and Fuhrman, recorded January 21, 1957, in Book 521, Page 187, Deed Records, 510.0 feet, more or less, to the Easterly line of the Portland Traction Co. Railroad right of way; thence Southerly, along said Easterly line, 2350.00 feet, more or less, to the North line of SHAW'S FIRST ADDITION TO OREGON CITY; thence Easterly, along the North line of said subdivision, 105.00 feet, more or less, to the Westerly line of the East Portland Freeway (1-205); thence Northerly, along the Westerly line of said freeway, to the Westerly line of said Oregon City and Portland Road; thence Northerly, along the Westerly line of said road, 290.00 feet, more or less, to the true point of beginning.

The above referenced Parcels I and II are more specifically described as follows:

PARCEL I:

A tract of land in Section 29, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, Clackamas County, Oregon, within the Hiram Straight Donation Land Claim, described as follows:

Beginning at a point on the Southeasterly right of way line of the Portland Traction Company Railroad, said point being 1618.76 feet South and 1310.92 feet West of the North quarter corner of said section; thence, at right angles to said right of way, South $68^{\circ}24'$ East 156.16 feet to the Westerly line of a proposed 50.00 foot access road; thence, along said access road, South $29^{\circ}17'$ West 36.03 feet and South $35^{\circ}27'30''$ West 298.31 feet, and along the arc of an 82.28 foot radius curve to the right, through a central angle of $76^{\circ}08'30''$, an arc length of 109.34 feet to a point of tangency and the Southeasterly line of said railroad; thence North $21^{\circ}36'$ East 387.90 feet to the place of beginning.

PARCEL II:

Part of the Northwest quarter of Section 29, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, Clackamas County, Oregon, within the Hiram Straight Donation Land Claim, described as follows:

Beginning at a 1/2" iron pipe at the Northwestern corner of a tract of land first described from courses of a survey recorded as P.S. 6977, Clackamas County Surveyor's Office, and identified as the J.C. Penney Warehouse Site, said iron pipe being South 1618.76 feet and West 1310.92 feet from the North quarter corner of said section; thence North $21^{\circ}36'$ East, along the Easterly right of way line of the Portland Traction Company Railroad, 378.0 feet to an iron pipe; thence, at right angles to said railroad, South $68^{\circ}24'$ East 207.12 feet to an iron pipe; thence South $29^{\circ}16'50''$ West 381.4 feet to an iron pipe at the most Easterly corner of said J.C. Penney site; thence North $68^{\circ}24'$ West 156.15 feet to the place of beginning.



Bob Vroman
County Assessor

DEPARTMENT OF ASSESSMENT AND TAXATION

Development Services Building
150 Beavercreek Road | Oregon City, OR 97045

CERTIFICATE OF TAXES PAID

RE: Property Tax Account #00560011

Assessor's Map #2 2E 29, Tax Lot 01504

Situs:

As of this date, all taxes, fees, assessment or other charges as provided by Oregon Revised Statute 311.411 on the parcel referenced above have been paid in full.

Payer: n/a - Parcel has been exempt from property tax exemption pursuant to ORS 307.090
beginning with the 2004-03 tax year.

Amount Paid: \$ _____

Date Paid: _____

Assessor/Deputy

July 24, 2017

Date

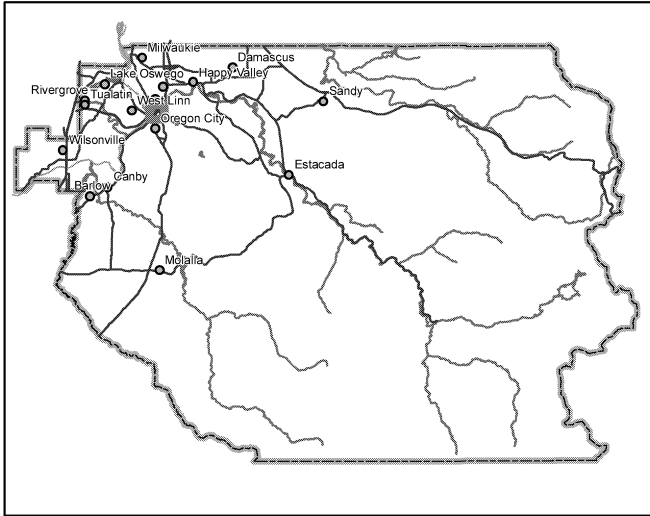
SECTION 29 T.2S. R.2E. W.M.
CLACKAMAS COUNTY
1" = 400'

D. L. C.
OREGON CITY CLAIM (UNRECORDED)
HIRAM STRAIGHT NO.42
EZRA FISHER NO.44
GEORGE ABERNETHY NO.58

Cancelled Taxlots

| | |
|--------|--------|
| 1100 | 1601 |
| 201 | 1900A1 |
| 1300 | 3080 |
| 2200 | 3090 |
| 2500 | 3190 |
| 2600 | 3290 |
| 401 | 3390 |
| 500 | 3490 |
| 600 | 3690 |
| 700 | 3790 |
| 901 | 2900A1 |
| 991 | 1501A1 |
| 1401 | 202A2 |
| 1502 | 1900 |
| 2001 | 202A1 |
| 2201 | 202A1 |
| 2301 | 1403T1 |
| 2400 | |
| 903 | |
| 300 | |
| 1900A2 | |
| 100 | |
| 1800A2 | |
| 490 | |
| 2101 | |
| 1600U1 | |
| 1600 | |
| 1600U2 | |
| 2000U1 | |
| 2000 | |
| 2000U2 | |
| 1593 | |
| 1509A1 | |
| 900E1 | |
| 900 | |
| 980 | |
| 1511 | |
| 1503A1 | |
| 1503 | |
| 1200A1 | |
| 200A1 | |
| 200A2 | |
| 290 | |
| 970 | |
| 970E1 | |
| 970E2 | |
| 1503A2 | |
| 900A1 | |
| 900A2 | |
| 900E2 | |
| 1800A1 | |
| 1500 | |
| 1503A3 | |
| 1505 | |
| 1508 | |

- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY



Property Detail Report

OR

APN: 05022763

Clackamas County Data as of: 10/11/2018

Owner Information

Owner Name: Cove Apartments LLC
Vesting: Corporation
Mailing Address: 4582 S Ulster St #120, Denver, CO 80237-2632

Location Information

| | | | | | |
|--------------------|---|------------------|--------------------------------|-----------------------|-----------------------|
| Legal Description: | Subdivision Clackamette Cove 4289 Pt Lt 2 & Vac St See Related Property 02900E1 | County: | Clackamas, OR | | |
| APN: | 05022763 | Alternate APN: | 22E29 02900 | Census Tract / Block: | |
| Munic / Twnshp: | | Twnshp-Rng-Sec: | 2S-2E-29 | Legal Lot / Block: | 2 / |
| Subdivision: | Clackamette Cove | Tract #: | | Legal Book / Page: | |
| Neighborhood: | Oregon City | School District: | Oregon City School District 62 | | |
| Elementary School: | Jennings Lodge Ele... | Middle School: | Gardiner Middle Sc... | High School: | Oregon City High S... |

Last Transfer / Conveyance - Current Owner

| | | | | | |
|----------------------|-------------------------|--------------|----------------|-----------------|-----------------------|
| Transfer / Rec Date: | 08/17/2016 / 08/30/2016 | Price: | | Transfer Doc #: | 2016.59125 |
| Buyer Name: | Cove Apartments LLC | Seller Name: | Grand Cove LLC | Deed Type: | General Warranty Deed |

Last Market Sale

| | | | | | |
|---------------------|-------------------------|----------------------|---------------|-------------------|-----------------------|
| Sale / Rec Date: | 06/28/2016 / 06/30/2016 | Sale Price / Type: | \$2,640,000 / | Deed Type: | General Warranty Deed |
| Multi / Split Sale: | | Price / Sq. Ft.: | | New Construction: | |
| 1st Mtg Amt / Type: | | 1st Mtg Rate / Type: | | 1st Mtg Doc #: | N/A |
| 2nd Mtg Amt / Type: | | 2nd Mtg Rate / Type: | | Sale Doc #: | 2016.43182 |
| Seller Name: | Woodley Properties Inc | | | | |
| Lender: | | | | | |
| Title Company: | First American Title | | | | |

Prior Sale Information

| | | | | | |
|---------------------|-------------------------|----------------------|-------------------------|-------------------|---------------|
| Sale / Rec Date: | 01/06/2010 / 01/12/2010 | Sale Price / Type: | \$3,709,624 / Confirmed | Prior Deed Type: | Warranty Deed |
| 1st Mtg Amt / Type: | \$2,452,287 / Con | 1st Mtg Rate / Type: | / Fix | Prior Sale Doc #: | 2010.2584 |
| Prior Lender: | Parker Pond LLC | | | | |

Property Characteristics

| | | |
|--------------------|--------------------|-------------------|
| Gross Living Area: | Total Rooms: | Year Built / Eff: |
| Living Area: | Bedrooms: | Stories: |
| Total Adj. Area: | Baths (F / H): | Parking Type: |
| Above Grade: | Pool: | Garage #: |
| Basement Area: | Fireplace: | Garage Area: |
| Style: | Cooling: | Porch Type: |
| Foundation: | Heating: | Patio Type: |
| Quality: | Exterior Wall: | Roof Type: |
| Condition: | Construction Type: | Roof Material: |

Site Information

| | | | | | |
|------------------|--------------------------------------|--------------------|-----------------|---------------------|------------|
| Land Use: | Multi Family Acreage | Lot Area: | 502,952 Sq. Ft. | Zoning: | |
| State Use: | | Lot Width / Depth: | | # of Buildings: | |
| County Use: | 700 - Multi-Fam Lnd Unimprv (5+Unit) | Usable Lot: | | Res / Comm Units: | |
| Site Influence: | | Acres: | 11.55 | Water / Sewer Type: | |
| Flood Zone Code: | Ae | Flood Map #: | 41005C0276D | Flood Map Date: | 06/17/2008 |
| Community Name: | Clackamas County Unincorporated Area | Flood Panel #: | 0276D | Inside SFHA: | True |

Tax Information

| | | | | | |
|----------------|-------------|--------------------|-------------|---------------------|-------------|
| Assessed Year: | 2017 | Assessed Value: | \$1,876,569 | Market Total Value: | \$3,217,655 |
| Tax Year: | 2017 | Land Value: | | Market Land Value: | \$3,217,655 |
| Tax Area: | 062-057 | Improvement Value: | | Market Imprv Value: | |
| Property Tax: | \$33,579.14 | Improved %: | | Market Imprv %: | |
| Exemption: | | Delinquent Year: | | | |

Transaction History Report

OR

APN: 05022763

Clackamas County Data as of: 10/11/2018

Current Owner: Cove Apartments LLC

Vesting: Corporation

2016 - Present

| LIENS | | | | | | | | | |
|------------|------------------------|----------|--------------|---------------------|--|--------------|-------------|------|------------|
| Date | Type | Verified | Amount | Borrower(s) | Lender | Loan Type | Type / Term | Rate | Document # |
| 08/30/2016 | Trust Deed/Mortgage | | \$33,200,000 | Cove Apartments LLC | Pnc BK National Assn Pnc BK National Assn | Conventional | / 3 Years | | 2016.59126 |

| CONVEYANCES | | | | | | | | | |
|-------------|------------|----------|-------------|------|-------------------------|---------------------|------------------------|--|------------|
| Date | Rec Date | Verified | Price | Type | Title Company | Buyer | Seller | | Document # |
| 08/17/2016 | 08/30/2016 | | | | First American Title | Cove Apartments LLC | Grand Cove LLC | | 2016.59125 |
| 06/28/2016 | 06/30/2016 | | \$2,640,000 | | First American Title | Grand Cove LLC | Woodley Properties Inc | | 2016.43182 |

Prior Owner: Woodley Properties Inc

2010 - 2016

| LIENS | | | | | | | | | |
|--------------|------------------------|----------|-------------|--------------------------------|--------------------|---------------|-------------|------|------------|
| Date | Type | Verified | Amount | Borrower(s) | Lender | Loan Type | Type / Term | Rate | Document # |
| 02/04/2013 | Trust Deed/Mortgage | | \$1,000,000 | Woodley Properties Inc | Parker Pond LLC | Private Party | / 1 Years | | 2013.7829 |
| ^ 12/17/2013 | Release | | | | | | | | 2013.82754 |
| 01/12/2010 | Trust Deed/Mortgage | | \$2,452,287 | Slayden Construction Group Inc | Parker Pond LLC | Con | Fix / | | 2010.2585 |
| 01/12/2010 | Trust Deed/Mortgage | | \$1,207,337 | Slayden Construction Group Inc | Parker Pond LLC | Conventional | Fixed / | | 2010.2586 |
| ^ 02/04/2013 | Release | | | | | | | | 2013.8049 |

| CONVEYANCES | | | | | | | | | |
|-------------|------------|----------|-------------|-----------|-------------------------|--------------------------------|--------------------------------|--|------------|
| Date | Rec Date | Verified | Price | Type | Title Company | Buyer | Seller | | Document # |
| 01/31/2013 | 02/04/2013 | | | | Chicago Title Co. | Woodley Properties Inc | Slayden Construction Group Inc | | 2013.7828 |
| 01/06/2010 | 01/12/2010 | | \$3,709,624 | Confirmed | First American Title | Slayden Construction Group Inc | Parker Pond LLC | | 2010.2584 |

Disclaimer: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

| | | |
|-----------------------------------|--------------------|------------------------|
| Clackamas County Official Records | | 2016-059125 |
| Sherry Hall, County Clerk | | |
| | | 08/30/2016 12:42:16 PM |
| D-D | Cnt=1 Stn=6 KARLYN | \$78.00 |
| \$30.00 \$16.00 \$10.00 \$22.00 | | |

AFTER RECORDING RETURN TO:

Otten, Johnson, Robinson,
 Neff & Ragonetti, P.C.
 950 17th Street, Suite 1600
 Denver, Colorado 80202
 Attn: Victoria L. Hellmer, Esq.

**UNTIL A CHANGE IS REQUESTED, ALL
 TAX STATEMENTS SHALL BE SENT TO:**

The Cove Apartments, LLC
 c/o Grand Peaks Properties, Inc.
 4582 S. Ulster Street Parkway, Suite 1200
 Denver, Colorado 80237

**STATUTORY WARRANTY DEED
 (Oregon)**

GRAND COVE, LLC, a Delaware limited liability company ("Grantor"), conveys and warrants to THE COVE APARTMENTS, LLC, a Delaware limited liability company ("Grantee"), the following described real property free of encumbrances except as specifically set forth herein:

The real property described in **Exhibit A** attached hereto (the "Property").

This conveyance is made by Grantor and accepted by Grantee subject to those liens, encumbrances and other exceptions to title set forth in **Exhibit B** attached hereto.

The true consideration for this conveyance consists of other property or value given or promised, which is either part or the whole consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE

2681691-20
 FIRST AMERICAN


ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[The remainder of this page has been left blank intentionally.]

Dated August 17, 2016.

GRANTOR:

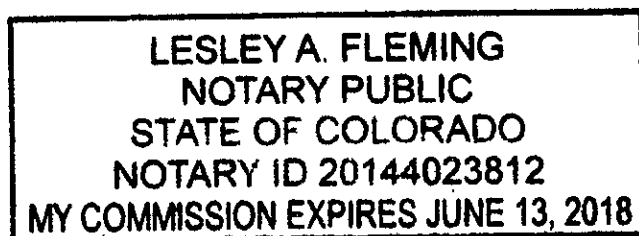
GRAND COVE, LLC, a Delaware limited liability company


By: 

Luke C. Simpson
Manager

STATE OF COLORADO)
) ss.
County of Denver)

This instrument was acknowledged before me this 17 day of August, 2016, by Luke C. Simpson as Manager of Grand Cove, LLC, a Delaware limited liability company.





NOTARY PUBLIC FOR State of Colorado
My Commission Expires: June 13, 2018

**EXHIBIT A
TO
STATUTORY WARRANTY DEED**

The Property

LOT 2, CLACKAMETTE COVE, RECORDED AS BOOK 141, PAGE 001, CLACKAMAS COUNTY PLAT RECORDS, IN THE CITY OF OREGON CITY, COUNTY OF CLACKAMAS AND STATE OF OREGON. TOGETHER WITH THAT PORTION OF VACATED MAIN STREET AS DESCRIBED IN VACATION ORDINANCE NO. 10-1004 AND RECORDED JUNE 14, 2010, AS RECORDER'S FEE NO. 2010-035495, CLACKAMAS COUNTY DEED RECORDS.

**EXHIBIT B
TO
STATUTORY WARRANTY DEED**

Permitted Exceptions

1. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
2. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.
3. Easement, including terms and provisions contained therein:

Recording Information: November 12, 1919 in Book 155, page 332
In Favor of: North Western Long Distance Telephone Company
For: Right of way
4. Limited access provisions in favor of the State of Oregon, by and through its State Highway Commission as contained in Decree of Condemnation entered August 27, 1970 in Suit No. 68930 in the Circuit Court for Clackamas County, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.
5. Easement, including terms and provisions contained therein:

Recording Information: July 11, 1985 as Fee No. 85-23952
In Favor of: Tri-City Service District
For: Sewer
6. Easement, including terms and provisions contained therein:

Recording Information: September 20, 1991 as Fee No. 91-47669
In Favor of: Tri-City Service District
For: Sewer

(Affects a portion of Tax Lot 1500 adjacent to the South line of Main Street))
7. Restrictions shown on the recorded plat of CLACKAMETTE COVE, recorded December 15, 2009 in Plat Book 141 page 1, Clackamas County Plat Records.
8. An easement shown or dedicated on the recorded plat of CLACKAMETTE COVE, recorded December 15, 2009 in Plat Book 141 page 1

For: Utilities
Affects: 10 feet wide along the frontage of all lots and tracts abutting public right of ways

9. Easements for utilities purposes as shown on the recorded plat of CLACKAMETTE COVE, recorded December 15, 2009 in Plat Book 141 page 1, Clackamas County Plat Records.
10. Matters affecting title, if any, as shown on a survey and inspection of said land by Cardno, Project No. OR06000100, dated June 15, 2016, and last revised August 15, 2016.

Clackamas County Official Records
Sherry Hall, County Clerk

2016-059126

08/30/2016 12:42:16 PM

M-TD Cnt=5 Stn=6 KARLYN
\$190.00 \$16.00 \$20.00 \$10.00 \$22.00

\$258.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Buchanan Ingersoll & Rooney PC
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219
(412) 562-1472
Attn: Deborah Walrath, Esquire

LINE OF CREDIT INSTRUMENT

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

Effective Date: August 30, 2016

The maximum principal amount to be advanced pursuant to the loan agreement secured by this line of credit instrument is \$33,200,000. The maximum principal amount to be advanced pursuant to the loan agreement secured by this line of credit instrument may be exceeded by advances to complete construction pursuant to ORS 86.155(2)(c).

The maturity date of the obligations secured by this line of credit instrument, exclusive of any option to renew or extend such maturity date, is September 1, 2019.

Grantor: **THE COVE APARTMENTS, LLC**, a Delaware limited liability company

Trustee: **FIRST AMERICAN TITLE INSURANCE COMPANY**

Beneficiary: **PNC BANK, NATIONAL ASSOCIATION**, a national banking association

ADDITIONAL STATUTORY NOTICES:

The address of the entity holding a lien or other interest created by this instrument is:

PNC BANK, NATIONAL ASSOCIATION, a national banking association, with an address c/o PNC Real Estate, 201 E. 5th Street, Mail Stop B1-BM01-02-2, Cincinnati, OH 45202, Attention: Kelli Newman.

The Tax Account Number(s) of the property subject to the lien or on which the interest is created are 22E29 02900.

Type of transaction: Creation of deed of trust lien and security interests encumbering the property or properties described herein.

**THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH
ORS 79.0502(3).**

2681691-20
FIRST AMERICAN

THIS DEED OF TRUST SECURES FUTURE ADVANCES

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed of Trust**") is dated to be effective as of August 30, 2016 by **THE COVE APARTMENTS, LLC**, a Delaware limited liability company, with an address at 4582 South Ulster Street Parkway, Suite 1200, Denver, CO 80237 ("**Grantor**") in favor of **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation, with a mailing address at 200 SW Market Street, Suite 250, Portland, OR 97201, as trustee ("**Trustee**"), for the benefit of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, with an address at PNC Real Estate, 201 E. 5th Street, Mail Stop B1-BM01-02-2, Cincinnati, OH 45202, Attention: Kelli Newman (together with its heirs, executors, administrators, assigns and successors in interest, the "**Beneficiary**"). Capitalized terms appearing herein without definition shall have the meaning ascribed to such terms in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor is the owner of a fee interest in a certain tract or parcel of land described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Beneficiary is making a loan to Grantor in an amount not to exceed THIRTY-THREE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$33,200,000) (the "**Loan**"), the proceeds of which will be advanced to Grantor from time to time pursuant to the terms and conditions of a Construction Loan Agreement, of even date herewith (as amended, restated, modified or supplemented from time to time, the "**Loan Agreement**"), by and among Grantor and Beneficiary for the purposes set forth in the Loan Agreement.

NOW, THEREFORE, for the purpose of securing the payment and performance of the following obligations (collectively called the "**Secured Obligations**"):

(A) all indebtedness, together with all interest thereon, evidenced by that certain Deed of Trust Note, of even date herewith, from Grantor to Beneficiary in the maximum principal face amount of THIRTY-THREE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$33,200,000) (said Deed of Trust Note, as the same may be amended, supplemented or replaced from time to time, hereinafter called the "**Note**"), the provisions of the Note being incorporated herein by this reference;

(B) all indebtedness, together with all interest thereon, evidenced by the Loan Agreement, as the same may be amended, supplemented or replaced from time to time, the provisions of the Loan Agreement being incorporated herein by this reference; and

(C) any sums advanced by Beneficiary or which may otherwise become due pursuant to the provisions of the Note or Loan Agreement or this Deed of Trust or pursuant to any other document or instrument at any time delivered to Beneficiary to evidence or secure any of the Secured Obligations or which otherwise related to any of the Secured Obligations (all such documents and instruments, including this Deed of Trust, and any other agreements, documents or instruments hereinabove referenced, as the same may be amended, supplemented or replaced

from time to time, but specifically excluding the Environmental Indemnity Agreement, being collectively referred to herein as the "**Loan Documents**"); and

(D) all other obligations of Grantor to Beneficiary now existing or hereafter arising, including, without limitation, all obligations of Grantor under any PNC-Provided Interest Rate Hedge, whether or not pursuant to any other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Grantor to the Beneficiary or to any other direct or indirect subsidiary of PNC Bank Corp. of any kind or nature, present or future (including, without limitation, any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether or not evidenced by any note, guaranty or other instrument, whether arising under any agreement, instrument or document, whether or not for the payment of money, whether arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, under any interest or currency swap, future, option or other similar agreement, or in any other manner, whether arising out of overdrafts on deposit or other accounts or electronic funds transfers (whether through automated clearing houses or otherwise) or out of the Beneficiary's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository transfer check or other similar arrangements, whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and any amendments, extensions, renewals or increases and all costs and expenses of the Beneficiary incurred in the documentation, negotiation, modification, collection or otherwise in connection with any of the foregoing, including but not limited to reasonable attorneys' fees and expenses, together with all costs and expenses of the Beneficiary incurred in the enforcement, attempted enforcement, or collection of the indebtedness secured by this Deed of Trust, including but not limited to reasonable attorneys' fees and expenses, court costs, referee's fees and disbursements, and receiver fees and disbursements (the "**Costs of Enforcement**").

Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby give, grant, bargain, sell, warrant, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto Trustee, its heirs, successors and assigns, IN TRUST WITH POWER OF SALE and right of entry and possession as set forth herein, for the benefit of Beneficiary, its successors and assigns, and does agree that Beneficiary shall have a security interest in, the following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof, and all reversions and remainders of such property (collectively, the "**Deed of Trust Property**") now owned or held or hereafter acquired by Grantor, to wit:

(i) all of Grantor's fee estate in the premises described in Exhibit A (the "**Land**"), together with all of Grantor's fee estate in and to any easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining, and all of the estate, right, title, interest, claim and demand whatsoever of Grantor therein and in the public streets and ways adjacent thereto, either in law or in equity, in possession or expectancy (collectively, the "**Realty**");

(ii) the structures and buildings and all additions and improvements thereto now or hereafter erected upon the Land (including all Equipment, as hereinafter defined, constituting fixtures) (collectively, the "**Improvements**");

(iii) all of Grantor's right, title and interest in and to all machinery, apparatus, equipment, fittings, appliances and fixtures of every kind and nature whatsoever and regardless of whether the same may now or hereafter be attached or affixed to the Realty or Improvements, including, without limitation, all electrical, antipollution, heating, lighting, incinerating, power, air conditioning, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communication machinery, apparatus, equipment, fittings, appliances and fixtures, and all engines, pipes, pumps, tanks, motors, conduits, ducts, compressors, elevators and escalators, and all articles of personal property and goods of every kind and nature whatsoever, including all shades, awnings and carpets now or hereafter affixed to, attached to, placed upon, or used or usable in any way in connection with the use, enjoyment, occupancy or operation of the Realty or Improvements (collectively, the "**Equipment**");

(iv) all of Grantor's right, title and interest in and to all leases and other agreements now or hereafter in existence relating to the use, occupancy or possession of the Realty, Improvements or Equipment or any part thereof, and all right, title and interest of Grantor thereunder, including cash and securities deposited thereunder to secure performance by the tenants of their obligations thereunder, and including further, the right to amend or terminate the same or waive the provisions thereof, and the right to receive and collect the rents thereunder and all guaranties thereof (collectively, the "**Leases**");

(v) all revenues, income, rents, issues and profits of the Realty, Improvements, Equipment and Leases (collectively, the "**Rents**"), including all proceeds of the conversion, voluntary or involuntary, of the Realty, Improvements and Equipment or any part thereof into cash or liquidated claims, including all of Grantor's right, title, and interest in proceeds of insurance and condemnation awards or payments in lieu thereof; and

(vi) all Grantor's rights and interests in all agreements now or hereafter in existence providing for or relating to the construction, alteration, maintenance, repair, operation or management of the Deed of Trust Property or any part thereof, as well as the plans and specifications therefor, and all copies thereof (together with the right to amend or terminate the same or waive the provisions of the foregoing) and any amendments, renewals and replacements thereof; to the extent permitted by the relevant authorities, all licenses, permits and approvals for the ownership, construction, maintenance, operation, use and occupancy of the Deed of Trust Property or any part thereof and any amendments, renewals and replacements thereof; all Grantor's rights and interests in all warranties and guaranties from contractors, subcontractors, suppliers and manufacturers to the maximum extent permissible relating to the Deed of Trust Property or any part thereof; all of Grantor's right, title, and interest in all insurance policies covering or affecting the Deed of Trust Property or any part thereof; all of Grantor's now and hereafter arising or acquired Accounts, General Intangibles, Goods, Inventory, Chattel Paper, Documents and Instruments (as such terms are defined in Article 9 of the Oregon Uniform Commercial Code) arising out of, used in connection with, or otherwise relating to the Deed of Trust Property (collectively, the "**Other Property**").

TO HAVE AND TO HOLD the Deed of Trust Property and all parts thereof hereby given, granted, pledged or intended so to be, unto Trustee, in trust with the power of sale, for the benefit of Beneficiary, its successors and assigns, to its own use forever in accordance with the provisions hereof.

This Deed of Trust is expressly made, executed and delivered pursuant and subject to and shall be construed in accordance with the provisions of the laws of the State of Oregon now in force or hereafter in effect. All obligations and duties imposed upon Grantor and Trustee by the provisions of said laws as amended from time to time and all rights and remedies conferred thereby upon Beneficiary are hereby reaffirmed. The covenants and conditions hereinafter appearing, where the same may differ from or supplement the said laws, shall be construed as giving to Beneficiary rights and remedies additional to and cumulative with those specified in said laws and shall not be construed in any way as excluding said laws or depriving Beneficiary of any of its rights or privileges or remedies thereunder. This is intended to be a present assignment of rents pursuant to ORS 93.806.

2. REPRESENTATIONS AND WARRANTIES

Grantor represents and warrants to Beneficiary as follows:

2.1 Warranty of Title.

(a) Grantor covenants and warrants that: (a) Grantor has a valid fee simple interest in and to the Land and a good and marketable title to an estate in fee simple absolute to the Improvements, free and clear of all liens and encumbrances except for Permitted Encumbrances; (b) it has good and legal right, power and authority to convey its interest in the Deed of Trust Property; (c) this Deed of Trust is a valid and enforceable first lien on the Deed of Trust Property subject to Permitted Encumbrances; (d) it shall preserve such title as it warrants herein and the validity and priority of the lien hereof and shall forever warrant and defend the same to Beneficiary against the claims of all persons and parties whatsoever; and (e) it will execute, acknowledge and deliver to Trustee any further assurances of the title conveyed or intended to be conveyed by this Deed of Trust, and of the title to any part of the Deed of Trust Property that Grantor may be bound to convey to Trustee.

(b) This Deed of Trust is a commercial trust deed and is not a residential trust deed, as the phrase "residential trust deed" is defined in ORS 86.705, and the provisions of ORS 86.705 through 86.815 applicable to the foreclosure of commercial trust deeds shall apply to this Deed of Trust at the option of Beneficiary.

2.2 Accuracy of Information. The information, financial statements and other financial data furnished to Beneficiary by Grantor or any other obligor or guarantor of all or any portion of the Secured Obligations, including any information furnished with respect to the Deed of Trust Property, are accurate, correct and complete in all material respects or, in the case of third party materials, are, to Grantor's knowledge, accurate, correct and complete in all material respects.

2.3 No Litigation. There is no litigation or governmental investigation of any type pending, or to the best of Grantor's knowledge threatened in writing, which questions the capacity or authority of Grantor or any other obligor or guarantor of all or any portion of the Secured Obligations to fulfill its obligations under this Deed of Trust or the other Loan Documents, or if determined adversely, could materially affect the business or financial condition of Grantor or Grantor's use, ownership, control or occupancy of any portion of the Deed of Trust Property.

2.4 No Conflicts. The execution and delivery of this Deed of Trust and the other Loan Documents do not conflict with any statute, rule, judgment or order of any court or governmental authority by which Grantor or any other obligor or guarantor of all or any portion of the Secured Obligations is bound and does not conflict with or constitute a default under any contract, agreement or other document by which Grantor or any such obligor or guarantor or the Deed of Trust Property is bound.

2.5 No Casualty or Taking. None of the Deed of Trust Property has been damaged by fire or other casualty which is not now fully restored and no notice of taking by eminent domain or condemnation of any of the Deed of Trust Property has been received and Grantor has no knowledge that any taking is contemplated.

2.6 Licenses and Permits. All licenses, permits, consents and approvals necessary to occupy the Deed of Trust Property and to conduct and operate Grantor's business, whether at the Deed of Trust Property or elsewhere, have been or will be obtained and are or will be in full force and effect, including, but not limited to, all licenses, permits, consents and approvals required under federal, state or local law relating to occupancy, zoning, access to public streets, sewage, stormwater drainage, building, health, employee safety, public safety, environmental and energy matters.

2.7 Due Organization, Etc. Grantor is duly organized and validly existing under the laws of the jurisdiction of its formation and is duly authorized and qualified to do business in each jurisdiction wherein its activities require such authorization or qualification. Each of the Loan Documents has been duly executed and delivered by the Loan Parties thereto pursuant to all requisite power and authority. Each of the Loan Documents constitutes the legal, valid and binding obligation of each of the Loan Parties thereto, enforceable in accordance with its terms, except as the enforceability thereof may be limited by a subsequent bankruptcy, insolvency or similar Laws affecting the rights of creditors generally.

3. AFFIRMATIVE COVENANTS

Until all of the Secured Obligations shall have been fully paid, satisfied and discharged, Grantor shall:

3.1 Payment and Performance of Secured Obligations. Pay or perform all Secured Obligations when due as provided in the Loan Documents.

3.2 Legal Requirements. Promptly comply with and conform to all present and future laws, statutes, codes, ordinances, orders, decrees, regulations and requirements, even if

unforeseen or extraordinary, of every governmental authority or agency and all covenants, restrictions and conditions which may be applicable to Grantor or to any of the Deed of Trust Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Deed of Trust Property (collectively, the "**Legal Requirements**"), even if such compliance necessitates structural changes or improvements or results in interference with the use or enjoyment of any of the Deed of Trust Property, provided that no structural changes shall be made without the prior written consent of Beneficiary.

3.3 Impositions.

(a) Subject to Section 3.3(c) below, before interest or penalties are due thereon and otherwise when due, pay all taxes of every kind and nature (including real and personal property taxes on the Deed of Trust Property, income, franchise, withholding, profits and gross receipts taxes) assessed against Grantor or any portion of the Deed of Trust Property, all charges for any easement or agreement maintained for the benefit of any of the Deed of Trust Property, all rents, additional rents and other amounts becoming due from the Grantor, all general and special assessments (including, without limitation, any condominium or planned unit development assessments, if any), levies, permits, inspection and license fees, all mortgages and other liens or encumbrances upon any portion of the Deed of Trust Property, all water and sewer rents and charges, and all other charges and liens, whether of a like or different nature, even if unforeseen or extraordinary, now or hereafter imposed upon or assessed against Grantor or any of the Deed of Trust Property or arising in respect of the ownership, occupancy, use or possession thereof. In addition, Grantor shall pay promptly on demand all taxes, assessments and charges which may now or hereafter be imposed upon Beneficiary by reason of its holding any of the Loan Documents, including intangibles, business privilege and excise taxes, but excluding any taxes upon the income derived by Beneficiary upon the interest or other sums collected by Beneficiary pursuant to the Loan Documents and any other Excluded Taxes (as defined in the Loan Agreement). The obligations referred to in this Section are hereinafter collectively referred to as the "**Impositions**". Upon request by Beneficiary, Grantor shall deliver to Beneficiary evidence reasonably acceptable to Beneficiary of such payment. Grantor shall also deliver to Beneficiary, upon request, copies of all settlements and notices pertaining to the Impositions which may be issued by any governmental authority.

(b) Subject to the right of Grantor to contest the payment of an Imposition as hereinafter provided, Beneficiary may pay or perform any Imposition not timely paid by Grantor and add the amount so paid or the cost incurred to the Secured Obligations, and all such amounts shall on demand be due and payable, together with interest thereon, from the date of such demand at the Default Rate.

(c) Grantor may in good faith contest by proper legal proceedings the validity of any Legal Requirement or the validity or amount of any Imposition, provided, (i) an Event of Default does not exist; (ii) Grantor provides Beneficiary with security satisfactory to Beneficiary assuring compliance with or payment of the Legal Requirement or Imposition and any additional charge, interest, penalty, expense or other payment which may arise from or be incurred as a result of any delay in such compliance or payment during the course of such contest, all as estimated from time to time by Beneficiary; and (iii) such contest operates to suspend

enforcement of compliance with or collection of the Legal Requirement or Imposition and is maintained and prosecuted with diligence.

3.4 Maintenance and Impairment of Security. Keep the Deed of Trust Property in good condition and order and, following completion of construction, in a rentable and tenantable state of repair and will make or cause to be made, as and when necessary, all repairs, renewals, and replacements, structural and nonstructural, exterior and interior, foreseen and unforeseen, ordinary and extraordinary, provided, however, that no structural repairs, renewals or replacements shall be made without Beneficiary's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Grantor shall not remove, demolish or alter the Deed of Trust Property nor commit or suffer waste with respect thereto nor permit the Deed of Trust Property to become deserted or abandoned; provided that Grantor may dispose of any worn out personal property as long as the same is promptly replaced with personal property that is the functional equivalent of the replaced property within such time as could not impair the operation of the Project. Grantor shall permit Beneficiary and its agents at any time and from time following reasonable advance notice thereof to Grantor, to time to enter upon and visit the Deed of Trust Property for the purpose of inspecting and appraising the same. Grantor covenants and agrees not to take or permit any action with respect to the Deed of Trust Property which will in any material manner impair the security of this Deed of Trust.

3.5 Use of Deed of Trust Property. Use, and permit others to use, the Deed of Trust Property only for uses permitted under applicable Legal Requirements.

3.6 Books and Records. Maintain, and Beneficiary shall have access, to complete and adequate books of account and other records relating to the financing, development, construction, leasing, management, operation and use of the Deed of Trust Property as may be required under the Loan Agreement, and Grantor will discuss the finances and business of Grantor with Beneficiary as Beneficiary may reasonably request. Such books and records shall be kept in all material respects in accordance with generally accepted accounting principles consistently applied. Beneficiary may freely share any of such information with any other affiliated entity or any participating lender with respect to any part of the Secured Obligations at any time.

3.7 Intentionally Omitted.

3.8 Leases.

(a) Grantor shall promptly (i) perform all of the provisions of the Leases on the part of the landlord thereunder to be performed; (ii) appear in and defend any action or proceeding in any manner connected with the Leases or the obligations of Grantor thereunder; (iii) within ten (10) Business Days after request by Beneficiary, deliver to Beneficiary a certificate from Grantor identifying each such Lease with particularity and stating whether or not a default by Grantor or such tenant has occurred under the applicable Lease, that no rent thereunder has been prepaid, except for the current month or as may otherwise be permitted under the Loan Documents, and addressing such other matters as Beneficiary may reasonably request; (iv) within ten (10) Business Days after request by Beneficiary, deliver a written statement containing the names of all tenants, the terms of all Leases and the spaces occupied

and rentals payable thereunder and a statement of all Leases which are then in default, including the nature of the default;

(b) Except with respect to Leases entered into between Grantor and residential tenants pursuant to Grantor's standard lease form, and except as may otherwise be approved by Beneficiary in its reasonable discretion, each Lease hereafter executed with respect to the Realty or Improvements or any part thereof shall provide that (i) the tenant thereunder, at the request of any transferee in foreclosure of this Deed of Trust or in lieu thereof, shall attorn to such other transferee and shall recognize such transferee as landlord under the Lease, (ii) neither Beneficiary nor any transferee or its successors or assigns shall be bound by (A) any prepayment of an installment or rent or other obligation under any Lease, or (B) any material amendment or modification to any Lease made without the written consent of Beneficiary or such transferee, or (C) any obligations under the Lease to have been performed prior to the date that Beneficiary or such transferee shall have acquired title to the Deed of Trust Property, (iii) except as otherwise permitted by the Loan Agreement, such Lease shall not be materially amended or terminated, except in accordance with its terms, without the prior written consent of Beneficiary, and (iv) such Lease shall incorporate the terms of Section 9.9 of this Deed of Trust. By the recordation of this Deed of Trust, the foregoing provisions shall be binding upon each non-residential Lease hereafter executed with respect to the Realty or Improvements even if not contained expressly in such Leases.

4. NEGATIVE COVENANTS

Until all of the Secured Obligations shall have been fully paid, satisfied and discharged:

4.1 Leases.

(a) Grantor shall not (i) execute an assignment or pledge of the Rents and/or the Leases other than in favor of Beneficiary; or (ii) except as otherwise provided in the Assignment of Leases and Rents of even date herewith from Grantor to Beneficiary (the "ALR"), accept any prepayment of an installment of any Rents more than one (1) month prior to the due date of such installment.

(b) Grantor shall not, without the prior written consent of Beneficiary, (i) materially amend or modify the economic terms of any non-residential Lease or terminate any Lease unless the tenant is in default thereunder; or (ii) make any Lease, except for Leases entered into between Grantor and residential tenants pursuant to Grantor's standard lease form and Leases approved in writing by Beneficiary, it being the express understanding of Beneficiary and Grantor that Beneficiary shall have the right to approve all terms and conditions of each Lease.

4.2 No Other Financing or Liens. Without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed, except as may be otherwise permitted by the Loan Documents, Grantor shall not enter into any lease for any personal property as lessee which is to be used in connection with the operation of Grantor's business at the Deed of Trust Property exceeding \$25,000 individually or in the aggregate or create or cause or permit to exist any lien on, or security interest in, whether voluntary or involuntary, any part of the Deed of Trust Property, other than in favor of Beneficiary.

4.3 Sale of Deed of Trust Property, Etc. Except with respect to Leases entered into between Grantor and residential tenants pursuant to Grantor's standard lease form or as may be otherwise permitted by the Loan Documents, Grantor shall not sell, assign, give, mortgage, pledge, hypothecate, encumber, lease or otherwise transfer the Deed of Trust Property or any part thereof or interest therein, voluntarily or involuntarily, without Beneficiary's prior written consent.

5. INSURANCE, CONDEMNATION AND RESTORATION

5.1 Insurance. Grantor shall obtain and maintain the insurance coverages specified in Section 4.5 of the Loan Agreement.

5.2 Rights of Beneficiary to Proceeds.

(a) In the event of loss in excess of \$500,000 for each individual claim, Beneficiary shall have the exclusive right to adjust, collect and compromise all insurance claims, and Grantor shall not adjust, collect or compromise any claims under said policies for losses in excess of \$500,000 individually without the prior written consent of Beneficiary. Each insurer is hereby authorized and directed to make payments in excess of \$500,000 under said policies, including return of unearned premiums, directly to Beneficiary instead of to Grantor and Beneficiary jointly, and Grantor appoints Beneficiary as Grantor's attorney-in-fact to endorse any draft therefor.

(b) In the event of a casualty loss with respect to the Project involving a Minor Loss (as herein defined); provided that the conditions of Sections 5.4 and 5.5 are satisfied at the time of such casualty, Beneficiary shall apply the insurance proceeds received for a Minor Loss to the repair and restoration of the Deed of Trust Property under such terms and conditions as are set forth in Sections 5.4 and 5.5 hereof. If any loss results in a Major Loss (as herein defined) or if any of the other conditions set forth in Sections 5.4 and 5.5 are not satisfied, any such proceeds may, at the sole option of Beneficiary, be applied to all or any part of Secured Obligations and in any order (notwithstanding that such Secured Obligations may not then otherwise be due and payable) or to the repair and restoration of any of the Deed of Trust Property under such terms and conditions as are set forth in Sections 5.4 and 5.5 or otherwise as Beneficiary may impose. Beneficiary shall promptly notify Grantor of its election. Beneficiary shall not be deemed to have elected such option until such option is elected specifically in writing. Until so elected, Beneficiary shall not in any circumstances be deemed to have waived its right to make such election.

(c) A "**Minor Loss**" shall mean a casualty loss or condemnation proceedings involving the Deed of Trust Property wherein all of the following conditions are met:

- (i) no Event of Default or Potential Default shall have occurred and be continuing;
- (ii) the casualty or condemnation proceeds are less than \$7,500,000;

(iii) (A) executed Leases for at least 90% of previously rented apartments which were not subject to casualty or condemnation shall continue to remain in full force and effect, notwithstanding the applicable casualty or condemnation, and (B) Grantor's loss of rental insurance coverage shall adequately cover the loss of income for any Leases that were terminated as a result of the casualty or condemnation;

(iv) Grantor provides evidence satisfactory to Beneficiary that reconstruction of the Deed of Trust Property can be completed no later than three (3) months prior to the Expiration Date (inclusive of any Extension Period with respect to which an Extension Option has been exercised); and

(v) Beneficiary determines, after consulting with the Inspecting Architect, that casualty or condemnation proceeds, together with any amounts deposited with Beneficiary by Grantor, are sufficient to pay in full the cost of reconstruction of the Deed of Trust Property subject to the casualty loss or condemnation proceedings. In the event that Beneficiary determines that such proceeds are not sufficient, Beneficiary shall not be required to make any proceeds available for reconstruction unless Grantor complies with the provisions of Section 5.4(a)(i) hereof.

(d) Any casualty loss or condemnation proceedings involving the Deed of Trust Property which does not qualify as a Minor Loss shall be called a "**Major Loss**".

5.3 Condemnation. Grantor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Deed of Trust Property, shall notify Beneficiary of the pendency of such proceedings. Beneficiary may participate in any such proceedings if Beneficiary reasonably estimates that the value of the Deed of Trust Property that is subject to such proceedings exceeds \$500,000, and Grantor shall deliver to Beneficiary all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof, is hereby assigned to and shall be received and collected directly by Beneficiary, provided that any award or compensation for Minor Losses shall be paid to Grantor, in the manner and in accordance with the terms and conditions set forth in Sections 5.4 and 5.5, to be first applied by Grantor to any repair and restoration of the Deed of Trust Property and second to any part of the Secured Obligations and in any order (notwithstanding that any of such Secured Obligations may not then be due and payable). Any award or compensation for Major Losses or if any of the conditions set forth in Sections 5.4 and 5.5 are not satisfied, shall be applied, at Beneficiary's option, to any part of the Secured Obligations and in any order (notwithstanding that any of such Secured Obligations may not then be due and payable) or to the repair and restoration of any of the Deed of Trust Property under such terms and conditions as are set forth in Sections 5.4 and 5.5 or otherwise as Beneficiary may impose. Beneficiary shall promptly notify Grantor of its election. Beneficiary shall not be deemed to have elected such option until such option is elected specifically in writing. Until so elected, Beneficiary shall not in any circumstances be deemed to have waived its right to make such election.

5.4 Restoration.

(a) All amounts for casualty losses or condemnation proceeds received by Beneficiary pursuant to this Article and which are to be applied to the restoration of the Deed of Trust Property in accordance with this Article 5, may either be held in a restoration fund ("**Restoration Fund**") by Beneficiary or, if it refuses to serve, a bank or trust company appointed by Beneficiary and reasonably approved by Grantor which has a combined capital and surplus of not less than \$100,000,000 as restoration fund trustee (the "**Restoration Fund Trustee**") with any additions thereto that may be required by Beneficiary as hereinafter provided. The interest or income, if any, received on all deposits or investments of any monies in the Restoration Fund shall be added to the Restoration Fund. If Beneficiary consents to the deposit of such funds in an interest-bearing account or otherwise consents to the investment of such funds, neither Beneficiary nor the Restoration Fund Trustee shall be liable or accountable for any loss resulting from any such deposit or investment or for any withdrawal, redemption or sale of deposits or investments. Beneficiary and the Restoration Fund Trustee may impose reasonable charges for services performed in managing the Restoration Fund and may deduct such charges therefrom. Restoration shall be performed only in accordance with the following conditions:

(i) prior to commencement of restoration and from time to time during restoration, Beneficiary may require Grantor to deposit additional monies into the Restoration Fund in amounts which, in Beneficiary's reasonable judgment, are sufficient to defray all costs to be incurred to complete the restoration and all costs associated therewith, including labor, materials, architectural and design fees and expenses and contractor's fees and expenses, and Beneficiary shall have approved a budget and cost breakdown for the restoration, together with a disbursement schedule, in detail satisfactory to Beneficiary;

(ii) prior to commencement of restoration, the material contracts and contractors, and the plans and specifications for the restoration, shall have been approved by Beneficiary in its reasonable discretion and all governmental authorities having jurisdiction, and Beneficiary shall be provided with a satisfactory Date Down Endorsement (as defined in the Loan Agreement) and, if required by Beneficiary in its reasonable discretion, acceptable surety bonds insuring satisfactory completion of the restoration and the payment of all subcontractors and materialmen;

(iii) all restoration work shall be done under fixed price contracts, fully bonded;

(iv) at the time of any disbursement, an Event of Default or any event or conditions which with the passage of time or the giving of notice, or both, would constitute an Event of Default shall not have occurred, and no mechanics' or materialmen's liens other than those subject to a Lien Cure Action (as defined in the Loan Agreement) shall have been filed and remain undischarged and an endorsement satisfactory to Beneficiary to its title insurance policy shall have been delivered to Beneficiary;

(v) disbursements from the Restoration Fund shall be made from time to time, but not more frequently than once each calendar month, for completed work under the aforesaid contracts (subject to retainage) and for other costs associated therewith and approved by Beneficiary upon receipt of evidence satisfactory to Beneficiary of the stage of completion

and of performance of the work in a good and workmanlike manner in accordance with the contracts and plans and specifications approved by Beneficiary;

(vi) Grantor will pay the reasonable cost of Beneficiary's inspecting architect or engineer and the reasonable cost of any attorney's fees and disbursements incurred by Beneficiary in connection with such restoration;

(vii) Beneficiary shall have the option to retain up to five percent (5%) of the cost of all work until the restoration is substantially completed;

(viii) Beneficiary may impose such other reasonable conditions, including a restoration schedule, provided that such conditions are substantially consistent with the requirements for disbursement of the Loan proceeds set forth in the Loan Agreement;

(ix) Grantor shall provide evidence satisfactory to the Beneficiary that restoration of the Project can be completed no later than three (3) months prior to the Expiration Date, inclusive of any Extension Period with respect to which an option to extend has been exercised;

(x) Provided that no Event of Default or Potential Default then exists, any sum remaining in the Restoration Fund upon completion of restoration shall be paid to Grantor.

(b) If within a reasonable period of time after the occurrence of any loss or damage to the Deed of Trust Property Grantor shall not have submitted to Beneficiary and received Beneficiary's approval of plans and specifications for the repair, restoration or rebuilding of such loss or damage or shall not have obtained approval of such plans and specifications from all governmental authorities whose approval is required or if, after such plans and specifications are approved by Beneficiary and by all such governmental authorities, Grantor shall fail to commence promptly such repair, restoration or rebuilding or if thereafter Grantor fails to carry out diligently such repair, restoration or rebuilding or is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with such work or if any other condition of this paragraph is not satisfied within a reasonable period of time after the occurrence of any such loss or damage, then Beneficiary shall provide written notice to Grantor of such failure, and if Grantor fails to cure such failure within thirty (30) days of receipt of such notice, then Beneficiary may, in addition to all other rights herein set forth, may (A) declare all Secured Obligations immediately due and payable, and/or (B) perform or cause to be performed such repair, restoration or rebuilding and may take such other steps as Beneficiary may elect to carry out such repair, restoration or rebuilding and may enter upon the Deed of Trust Property for any of the foregoing purposes, and Grantor hereby waives, for itself and all others holding under it, any claim against Beneficiary and any receiver and their respective agents arising out of anything done by them or any of them pursuant to this paragraph and Beneficiary may, in its discretion, apply any insurance or condemnation proceeds held by it to reimburse itself and/or such receiver for all reasonable amounts expended or incurred by it in connection with the performance of such work, including reasonable attorneys' fees, and any excess costs shall be paid by Grantor to Beneficiary, and Grantor's obligation to pay such excess costs shall be secured by the lien of this Deed of Trust and shall bear interest at the Default Rate until paid.

(c) Grantor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives for loss of or damage to Grantor, the Deed of Trust Property, Grantor's property or the property of others under Grantor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

5.5 Proceeds Available for Restoration. In accordance with the provisions of Sections 5.2 and 5.3 hereof, in the event Beneficiary has agreed to make casualty and condemnation proceeds available for restoration and reconstruction of the Deed of Trust Property in accordance with and subject to the terms of Section 5.4 hereof, the following conditions must be met to Beneficiary's satisfaction at the time of such casualty or condemnation:

(a) No Event of Default or Potential Default (other than a Potential Default consisting of the applicable casualty or condemnation) shall have occurred and be continuing:

(b) The Grantor provides evidence satisfactory to the Beneficiary that construction of the Project can be completed by no later than three (3) months prior to the Expiration Date, inclusive of any Extension Period with respect to which an option to extend has been exercised; and

(c) The Beneficiary determines, in its reasonable discretion after consulting with the Inspecting Architect, that casualty or condemnation proceeds are sufficient to pay in full the cost of reconstruction. In the event that the Beneficiary determines that such proceeds are not sufficient, Beneficiary shall not be required to make any proceeds available for reconstruction unless the Grantor complies with the provisions of Section 5.4(a)(i) hereof.

5.6 Similar Loan Agreement Conditions. Notwithstanding anything contained in this Article 5. to the contrary, the conditions for disbursement of any casualty or condemnation proceeds set forth in this Article 5. shall be substantially similar to the conditions for disbursement of the Loan proceeds set forth in the Loan Agreement, unless otherwise necessary or advisable as the result of a Change in Law.

6. DEFAULT

6.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) Grantor fails to make any payment to Beneficiary when due under the terms of the Note or any other Loan Document (subject to any notice and cure periods provided therein);

(b) (1) a failure by Grantor to duly perform and observe any of the obligations in Section 3.3, Section 3.5, Section 3.6, Section 4.1(a)(i), Section 4.2, Section 4.3, or Section 5.1, Section 5.2, Section 5.3 of this Deed of Trust or (2) failure by Grantor to duly perform and observe any other provision in this Deed of Trust, and such failure is not cured within thirty (30) days (or any shorter period of time for cure specified in any applicable Section) after the earlier of (A) Grantor's knowledge of such failure to comply; or (B) written notice thereof by Beneficiary to Grantor (such grace period to be applicable only in the event such default can be

remedied by corrective action of Grantor as determined by Beneficiary in its sole discretion); provided that, in the event that such default described in this clause (b)(2) cannot be remedied with reasonable due diligence during such thirty (30) day period, such default shall not constitute an Event of Default so long as Grantor continues with reasonable due diligence to attempt to remedy the same for such additional period of time as may be required not to exceed a total of ninety (90) days from the date referred to above;

(c) the existence of any Event of Default under the Loan Agreement;

(d) any attachment proceeding shall be commenced against Beneficiary for the collection of any indebtedness or liability of Grantor and such proceeding is not dismissed within thirty (30) days; or

(e) foreclosure proceedings shall be instituted against the Deed of Trust Property upon any other lien or claim whether alleged to be superior or junior to the lien of this Deed of Trust.

6.2 Demand Obligation. Nothing in this Deed of Trust or any of the other Loan Documents shall be construed to limit the applicability of any term of the Loan Documents providing for the payment of any Secured Obligations on demand.

7. REMEDIES

7.1 Rights and Remedies of Beneficiary. If an Event of Default occurs, Beneficiary may, at its option and notwithstanding any contrary provisions in the Loan Documents, without demand, notice or delay, do one or more of the following:

(a) Beneficiary may, at its option and without waiving its right to accelerate the maturity of the Secured Obligations or to foreclose or exercise the power of sale under this Deed of Trust, pay any or all of the Secured Obligations required by the terms hereof or of any of the other Loan Documents to be paid by Grantor, as may be necessary or advisable, in Beneficiary's sole discretion, for the protection of the lien of this Deed of Trust or for the collection of the Secured Obligations. All sums so advanced or paid by Beneficiary, or by Trustee at Beneficiary's request, shall be immediately due and payable, and shall be automatically added to the Secured Obligations and automatically secured hereby, and every payment so made shall bear interest from the date thereof at the Default Rate and shall be subject in all respects to the terms, conditions and covenants of the Loan Agreement, this Deed of Trust and the other Loan Documents.

(b) Beneficiary may declare the obligations evidenced by the Note, the Loan Agreement and the other Secured Obligations immediately due and payable, whereupon the principal of, and the interest accrued under, the Note, the Loan Agreement and the other Secured Obligations, together with all other sums which may have been advanced by Beneficiary or Trustee, including reasonable attorneys' fees, and together with all late payment charges, fees, costs, expenses and other amounts secured hereby, shall immediately become due and payable in full, without further notice or demand to Grantor or to any other party (and in the case of an Event of Default under subsection 10.1(h), (p) or (q) of the Loan Agreement, all such

indebtedness shall automatically and immediately be due and payable without notice or any other act).

(c) Regardless of whether or not Beneficiary accelerates the maturity date of the Secured Obligations, at Beneficiary's sole option, Beneficiary, or Trustee upon Beneficiary's written demand upon Trustee, without notice to Grantor or any other party (except to the extent required by the laws of the jurisdiction in which the Realty is located), (i) may enter upon and take possession of the Improvements and Equipment or any part thereof and perform any actions which Beneficiary deems necessary or proper to conserve the Improvements, Realty and Equipment, including the right to operate, maintain, repair, remodel, renovate, refurbish and rent any part or all of the Improvements and Equipment, and (ii) may collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter. Beneficiary shall be entitled also to have a receiver appointed by a court of competent jurisdiction to enter upon and take possession of the Improvements and Equipment, collect the rent and profits therefrom and apply the same as the court may direct. Beneficiary, Trustee or any such receiver may also take possession of, and for these purposes use any and all personal property situated in, on or about the Realty and owned and used by Grantor in the operation thereof or any part thereof. The expenses (including but not limited to the Trustee and receivers' fees, attorneys' fees, costs and agents' compensation) incurred pursuant to the powers herein contained, shall be immediately due and payable by Grantor to Beneficiary and shall be automatically added to the Secured Obligations and automatically secured hereby and shall accrue interest at the Default Rate if not paid by Grantor to Beneficiary within ten (10) Business Days following demand therefor. After payment of all costs and expenses incurred, Trustee or such receiver shall pay to Beneficiary all rents and other proceeds collected by Trustee or such receiver and Beneficiary shall apply the same, together with any rents and other proceeds collected directly by Beneficiary (after payment therefrom of all expenses of Beneficiary), to the Secured Obligations secured hereby, in such order as Beneficiary determines. The right to enter and take possession of the Improvements, to manage, operate, maintain, repair, remodel, renovate, refurbish and rent the Improvements and Equipment or any part thereof, and to collect the rents, issues and profits thereof, whether by a court-appointed receiver or otherwise, shall be in addition to, and not in limitation of, any other right or remedy provided hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof.

(d) Beneficiary may execute a written notice of such Event of Default and of the election to cause the Deed of Trust Property to be sold or to otherwise exercise the power of sale granted herein as a nonjudicial foreclosure of this Deed of Trust to satisfy the obligations secured hereby. Trustee shall give and record such notice as the law then requires as a condition precedent to a trustee's sale. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Grantor except as otherwise may then be required by law, shall sell the Deed of Trust Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels (to the extent permitted by applicable law) or through one or more successive sales and in such order as it or Beneficiary may determine, at public auction to the highest bidder for cash, in lawful money of the United States, or other form of payment acceptable to Beneficiary, payable at the time of sale. Grantor shall have no right to direct the order in which the Deed of Trust Property is sold. Beneficiary may, in its sole discretion, designate the order in which the Deed of Trust Property is offered for sale or

sold and determine if the Deed of Trust Property shall be sold through a single sale or through two or more successive sales, or in any other manner Beneficiary deems to be in the best interest of Beneficiary. If Beneficiary elects more than one sale or other disposition of the Deed of Trust Property, Beneficiary may at its option cause the same to be conducted simultaneously or in such order and at such times as Beneficiary may deem to be in the best interest of Beneficiary, and no such sale shall terminate or otherwise affect the lien of this Deed of Trust on any part of the Deed of Trust Property not then sold until all indebtedness secured hereby has been fully paid (to the extent permitted by applicable law). If Beneficiary elects to dispose of the Deed of Trust Property through more than one sale, Grantor shall pay the costs and expenses of each such sale and of any judicial proceedings where the same may be undertaken. Trustee may postpone any such sale by public announcement at the time and place fixed by the notice of sale, and may thereafter continue such postponement by like announcements at the time and place fixed by the preceding postponement, at Beneficiary's direction and without necessity of additional notices of sale. Trustee shall deliver to the purchaser at such sale a deed conveying the Deed of Trust Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person (excluding Trustee), Grantor or Beneficiary, may purchase at such sale. Notwithstanding anything to the contrary contained herein, Trustee shall (to the extent permitted by applicable law) allocate or apply the proceeds of sale (including the amount of any credit bid) in such manner and in such priority as Beneficiary may elect in its sole and absolute discretion. Upon any sale pursuant to this Section 7.1(d), Grantor shall be completely and irrevocably divested, to the maximum extent permitted by law, of all its right, title, interest, claims and demands at law, in equity or otherwise in and to all or any portion of the Deed of Trust Property sold, and such sale shall be a perpetual bar at law, in equity or otherwise against Grantor and any and all Persons claiming any such right, title, interest, claims or demands by, through or under Grantor. Beneficiary may, from time to time before Trustee has exercised the power of sale contained herein, rescind any declaration of default and demand for sale by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded in the Official Records of the County of Clackamas, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any Event of Default then existing or subsequently occurring or impair the right of Beneficiary to execute and deliver to Trustee, as provided above, other declarations of default and demand for sale, or otherwise affect any provision, agreement, covenant or condition contained in the Loan Documents or any of the rights, obligations or remedies of Beneficiary hereunder.

(e) Trustee shall apply the proceeds of the sale: FIRST, to pay all proper costs, charges and expenses of the sale, including cost of evidence of title and attorneys' fees and expenses in connection with the sale, and all monies advanced for taxes, insurance and assessments, with interest thereon to the date of the sale at the Default Rate, and all taxes, general and special, due upon the Improvements at the time of sale; SECOND, to pay such other recorded liens against the Deed of Trust Property, as Trustee considers appropriate; THIRD, to pay the balance of the Secured Obligations to Beneficiary, it being agreed that all Secured Obligations to Beneficiary shall, upon such sale being made before the maturity date thereof, be and become immediately due and payable; FOURTH, to pay the remainder of the proceeds of sale, if there be any, less any expense incurred in obtaining possession, to Grantor, upon the

delivery and surrender to the purchaser of possession of the Deed of Trust Property. In the event of any sale of a part of the Deed of Trust Property in satisfaction of part of the Secured Obligations, this Deed of Trust shall, as to the remaining Deed of Trust Property, continue as a lien for the remainder of the Secured Obligations. To the extent that any provision in this Deed of Trust is construed or held by an Oregon court to be inconsistent with ORS 86.705 to 86.795, such provision shall be disregarded and relevant provisions of ORS 86.705 to 86.795, as may be amended from time to time, shall be substituted therefor.

(f) Trustee or Beneficiary may (i) institute and maintain an action for the complete or partial foreclosure of this Deed of Trust, (ii) institute and maintain an action on any instruments evidencing the Secured Obligations or any portion thereof, and (iii) take such action at law or in equity for the enforcement of any of the Loan Documents as the law may allow, and in each such action Beneficiary shall be entitled to all costs of suit and attorneys' fees.

(g) Upon any sale or sales made under or by virtue of this Section 7.1, whether made nonjudicially under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Beneficiary may bid for and acquire the Deed of Trust Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Secured Obligations the net sales price after deducting therefrom the expenses of sale and the costs of the judicial proceedings, if any, and any other sums which Trustee or Beneficiary is authorized to deduct under this Deed of Trust, and in such event, this Deed of Trust, the Note and documents evidencing expenditures secured hereby shall be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon said indebtedness as having been paid.

(h) To the extent permitted by applicable law, Beneficiary may have a receiver or similar officer appointed as a matter of right without regard to the sufficiency of the Deed of Trust Property or any other security or guaranty and without any showing as required by ORCP 80. If appointed, such receiver or similar officer shall have the right to manage and operate the Deed of Trust Property or any part thereof, and to apply the net Rents therefrom to the payment of the interest and principal of the Note and any other obligations of Grantor to Beneficiary hereunder. The receiver or similar official shall have all rights and powers permitted by the applicable law and any other rights and powers as the court making the appointment may confer, but the appointment of the receiver or other official shall not impair or in any manner prejudice the rights of Beneficiary to receive the Rents pursuant to this Deed of Trust or any other Loan Document. In the event of such application, Grantor consents to the appointment of the receiver or similar official and agrees that the receiver or similar official may be appointed without notice to Grantor, without regard to the adequacy of any security for the debt and without regard to the solvency of Grantor or any other person, firm or limited liability company who or which may be liable for the payment of the Note or any other obligation of Grantor hereunder. Beneficiary's right to the appointment of a receiver shall exist whether or not the apparent value of the Deed of Trust Property exceeds the indebtedness by a substantial amount and without any showing as required by ORCP 80. Employment by Beneficiary shall not disqualify a person from serving as a receiver.

(i) Beneficiary may pursue any other remedies which it may have in equity or under applicable law, including specifically that of judicial foreclosure of this instrument as though it were a mortgage.

7.2 Sale in Parcels or Units. In case any sale under this Deed of Trust occurs by virtue of judicial proceedings, the Deed of Trust Property may be sold in one parcel or unit and as an entity, or in such parcels or units, and in such manner or order, as Beneficiary in its sole discretion may elect to the extent permitted by applicable law.

7.3 Obligations of Trustee.

(a) Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, becomes a public record as provided by law. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of such act is requested in writing and Trustee is reasonably indemnified against loss, cost, liability and expense.

(b) From time to time upon written request of Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the liability of any person or entity for payment of any indebtedness or performance of obligations secured hereby, Trustee may, without liability therefor and without notice: reconvey all or any part of the Deed of Trust Property; consent to the making of any map or plat thereof; join in granting any easement thereon; join in any declaration of covenants and restrictions; or join in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee (or Beneficiary) may from time to time apply in any court of competent jurisdiction for aid and direction in the execution of the trusts and the enforcement of the rights and remedies available hereunder, and Trustee (or Beneficiary) may obtain orders or decrees directing, confirming or approving acts in the execution of such trusts and the enforcement of such remedies. All costs and expenses of any such proceeding (including reasonable attorneys' fees) shall be borne by Grantor. Trustee shall not be obligated to notify any party of any pending sale of the Deed of Trust Property, or any portion thereof, under any other deed of trust or otherwise, or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party, unless Trustee brings such action or unless held or commenced and maintained by Trustee under this Deed of Trust. Grantor shall pay to Trustee reasonable compensation and reimbursement for all services and expenses in the administration of the trusts created hereunder, including reasonable attorneys' fees. Grantor shall indemnify, defend and hold Trustee and Beneficiary, and each of them, harmless against any and all losses, claims, demands, liabilities, costs or expenses (including reasonable attorneys' fees) which any of them may incur, in the execution of the trusts created hereunder, or in the performance of any act or obligation required or permitted hereunder or by law or otherwise arising out of or in connection with the Note or any Loan Document, except to the extent any of the foregoing results from the gross negligence or willful misconduct of, or a material breach of the Loan Documents by, a party indemnified hereunder, in which event the foregoing indemnity shall not extend (to such extent) to such indemnified party with respect to the losses, claims, demands, liabilities, costs or expenses resulting from such gross negligence, willful misconduct or material breach of the Loan Documents, but shall continue in full force and effect and benefit the other indemnified party hereunder.

(c) From time to time, by an instrument signed and acknowledged by Beneficiary, referring to this Deed of Trust filed for record as required by law, Beneficiary may appoint another trustee to act in the place and stead of Trustee. The recordation of such instrument shall discharge Trustee herein named and shall appoint the new trustee as the Trustee hereunder. An instrument so recorded shall be conclusive proof of the proper substitution of such new trustee, who shall then have all the title, powers, duties and rights of Trustee hereunder, without necessity of any conveyance from such predecessor, with the same effect as if originally named Trustee herein.

(d) Upon Beneficiary's written request, and upon surrender to Trustee for cancellation of this Deed of Trust and any note or instruments setting forth all obligations secured hereby, Trustee shall reconvey, without warranty, the Deed of Trust Property, or that portion thereof then held hereunder. The recitals of any matters or facts in any reconveyance executed hereunder shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto." Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Deed of Trust Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future rents, issues and profits of the Deed of Trust Property to the person or persons legally entitled thereto, unless such reconveyance expressly provides to the contrary.

7.4 Remedies Cumulative. All remedies contained in this Deed of Trust are cumulative and Beneficiary also has all other remedies provided by law or in equity or in any of the other Loan Documents. No delay or failure by Beneficiary to exercise any right or remedy under this Deed of Trust will be construed to be a waiver of that right or remedy or a waiver of any Event of Default. To the extent permitted by applicable law, Beneficiary may exercise any one or more of its rights and remedies without regard to the adequacy of its security. One or more of the other Loan Documents may contain provisions pursuant to which all or a part of the Secured Obligations shall become immediately and automatically due and payable upon the occurrence of certain events described therein. Nothing in this Deed of Trust shall be construed as limiting the effectiveness of such provisions, and in the event of any inconsistency with the terms of this Deed of Trust, those provisions more advantageous to Beneficiary shall govern.

7.5 No Merger.

(a) If Beneficiary or any other person or entity owning or holding this Deed of Trust shall acquire or shall become vested with the fee title to the Deed of Trust Property or any other estate or interest in the Deed of Trust Property, such estates shall not merge as a result of such acquisition and shall remain separate and distinct from all other estates and interests in the Deed of Trust Property for all purposes after such acquisition. The lien and security interest created hereby shall not be destroyed or terminated by the application of the doctrine of merger and, in such event, Beneficiary or such other person or entity shall continue to have and enjoy all of the rights and privileges of Beneficiary hereunder as to each separate estate unless and until Beneficiary nor such other person or entity shall affirmatively elect in writing to merge such estates.

(b) Upon the foreclosure of the lien created hereby on the Deed of Trust Property, as herein provided, any Leases then existing shall not be destroyed or terminated by application of the doctrine of merger or by operation of law or as a result of such foreclosure unless Beneficiary or any purchaser at a foreclosure sale shall so elect by written notice to the lessee in question.

(c) The obligations of the Grantor and the rights and remedies of the Beneficiary hereunder or under any of the Loan Documents or the Secured Obligations shall continue after and survive the entry of judgment hereunder or thereunder; it being the intention of the parties hereto that such rights, remedies and obligations shall not merge into or be extinguished by any such judgment but shall continue until the Secured Obligations have been irrevocably paid in full.

8. ENVIRONMENTAL MATTERS

8.1 Environmental Definitions. For purposes of this Article 8, the following terms shall have the following meanings:

(a) "**Contamination**" means the seeping, spilling, leaking, pumping, pouring, emitting, using, emptying, discharging, injecting, escaping, leaching, dumping, disposing, releasing, migrating, vaporizing or the presence of Hazardous Substances at, under or upon the Project or into the environment, or arising from the Project or migrating or vaporizing to or from the Project, whether or not the presence of such Hazardous Substances or the Contamination may require notification, treatment, response or removal action or remediation under any Environmental Laws.

(b) "**Environmental Damages**" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time, and including: (i) damages, losses or costs for personal injury, or injury to property or natural resources (including costs of assessment), occurring upon or off of the Project, including lost profits, consequential damages, punitive damages, the cost of demolition and rebuilding of any improvements on real property, the cost of discharging any lien or other encumbrance under Environmental Laws, interest and penalties; (ii) fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs and expenses incurred in connection with investigation, removal, remediation or post-remediation monitoring, operation and maintenance, of any Hazardous Substances or Contamination or violation of any Environmental Laws including the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, contaminant, closure, restoration, treatment, investigation work or monitoring work required by any Environmental Laws, or reasonably necessary to make full economic use of the Project or any other property or otherwise expended in connection with such conditions, including any and all Corrective Work under Section 8.6, and further including any attorneys' fees, costs and expenses incurred in enforcing this Deed of Trust or collecting any sums due hereunder; (iii) any additional costs required to take necessary precautions to protect

against a release of Hazardous Substances or Contamination on, in, under or affecting the Project into the air, any body of water, any other public domain or any surrounding or adjoining areas; (iv) any costs incurred to comply, in connection with all or any portion of the Project or any area surrounding or adjoining the Project, with all Environmental Laws; (v) liability to any third persons or governmental agency for costs expended in connection with the items referenced in clause (ii) above; and (vi) diminution in the value of the Project, and damages for the loss of business and restriction on the use or adverse impact on the marketing of rentable or usable space or of any amenity of the Project.

(c) **"Environmental Laws"** means all federal, state and local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of any of the foregoing, pertaining to Hazardous Substances or to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, including the laws of the state where the Project is located.

(d) **"Hazardous Substances"** includes any substances, chemicals, materials, or elements in any physical state (liquid, solid, gaseous/vapor, etc.) that are prohibited, limited or regulated by the Environmental Laws, or any other substances, chemicals, materials, or elements that are defined as "hazardous" or "toxic," or otherwise regulated, under the Environmental Laws, or that are known or considered to be harmful, hazardous or injurious to the health or safety of occupants or users of the Project. The term Hazardous Substances also includes any substance, chemical, material, or element in any physical state (liquid, solid, gaseous/vapor, etc.) (i) defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**") (42 U.S.C. § 9601, et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended from time to time, and regulations promulgated thereunder; (ii) defined as a "regulated substance" within the meaning of Subtitle I of the Resource Conservation and Recovery Act (42 U.S.C. § 6991 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1321), as amended from time to time, and the regulations promulgated thereunder, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), as amended from time to time, and the regulations promulgated thereunder; (iv) regulated under the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.) or Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.); (v) defined as "hazardous", "toxic", or otherwise regulated, under any Environmental Laws adopted by the state in which the Project is located, or its agencies or political subdivisions; (vi) which is petroleum, petroleum products, ethanol, methyl tertiary butyl ether or derivatives or constituents of or vapors from any of the foregoing; (vii) which is asbestos or asbestos-containing materials; (viii) the presence of which requires notification, investigation or remediation under any Environmental Laws or common law; (ix) the presence of which on the Project causes or threatens to cause a nuisance upon the Project or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Project; (x) the presence of which on adjacent properties would constitute a trespass by the Grantor; (xi) which is urea formaldehyde foam insulation or urea formaldehyde foam insulation-containing materials; (xii) which is lead based paint or lead based paint-containing materials; (xiii) which

are polychlorinated biphenyls or polychlorinated biphenyl-containing materials; (xiv) which is radon or radon-containing or producing materials; (xv) which is or contains excessive moisture, mildew, mold, microbial contamination, microbial growth or other fungi, or biological agents that can or are known to produce mycotoxins or other bioaerosols, such as antigens, bacteria, amoebae and microbial organic compounds or other similar matter, in each case that poses a risk to human health or the environment, or negatively impacts the value of the Project ("**Toxic Mold**"); (xvi) which is a vapor from volatile chemicals or any other toxic or hazardous materials, including petroleum hydrocarbons, from a subsurface soil, groundwater or other source, or (xvii) which by any laws of any governmental authority requires special handling in its collection, storage, treatment, or disposal.

8.2 Representations and Warranties . The Grantor represent and warrant to Beneficiary that, except as is otherwise set forth in that certain Phase I Environmental Site Assessment dated May 18, 2015, 1195-03, as updated on August 17, 2016, prepared by Apex for Grantor:

(a) to the best of Grantor's knowledge after due inquiry and investigation, no Contamination is present at, on or under the Project and no Contamination is being emitted from the Project onto any surrounding or adjacent areas;

(b) all activities and operations at the Project are being conducted and, to the best of Grantor's knowledge after due inquiry and investigation, have been conducted in compliance with all Environmental Laws; and Grantor has obtained all permits, licenses, consents and approvals required under the Environmental Laws for the conduct of operations and activities at the Project, and all such permits, licenses, consents and approvals are in full force and effect;

(c) to the best of Grantor's knowledge after due inquiry and investigation, the Project has never been used to generate, manufacture, refine, transport, handle, transfer, produce, treat, store, dispose of, or process any Hazardous Substances, except in compliance with all Environmental Laws and in such a manner that no Contamination has been released on or under the Project;

(d) no underground or aboveground storage tanks are, or to the best of the Grantor's knowledge after due inquiry and investigation, have been, located on or under the Project;

(e) to the best of Grantor's knowledge after due inquiry and investigation, no measurable levels of radon or radon containing or producing products are present in any structures on the Project existing on the Closing Date, except as permitted by all applicable Environmental Laws. If at any time during the term of the Loan, measurable amounts of radon are detected in any structures on the Project, the Grantor agrees, at their sole expense, to take all actions necessary to reduce such radon gas to acceptable levels which are permissible under all applicable Environmental Laws;

(f) no civil, administrative or criminal proceeding is pending or, to the best of Grantor's knowledge after due inquiry and investigation, threatened against Grantor or any other

Person relating to the condition of or activities at the Project, nor has any notice of any violation or potential liability under any Environmental Laws been received, nor has Grantor reason to believe such notice will be received or proceedings initiated, nor has Grantor, or to the Grantor's knowledge, any other Person entered into any consent, decree or judicial order or settlement affecting the Project, nor has an Grantor or, to Grantor's knowledge after due inquiry and investigation, the Project been the subject of any other administrative or judicial order or decree;

(g) the Project is not listed or proposed for listing on the National Priorities List pursuant to Section 9605 of CERCLA, on the Comprehensive Environmental Response, Compensation and Liability Information System, on any leaking underground storage tank listing, or to the best of Grantor's knowledge after due inquiry and investigation, any list of sites at which a spill or uncontrolled release of Hazardous Substances has occurred, or on any list of sites involving the establishment and/or maintenance of an institutional control to limit exposure to or migration of a Hazardous Substance, or on any other environmental list, remedial action list, regulatory database or the like including, without limitation, any state or local list of environmentally problematic and/or regulated sites;

(h) no portion of the Project constitutes wetland or other "water of the United States", or, except as disclosed in writing to Beneficiary prior to the date hereof, flood plain or flood hazard area, or coastal zone, as defined by the applicable Environmental Laws;

(i) no lien has been attached to any revenues or any real or personal property owned by Grantor and located in the state where the Project is located, including the Project, for damages or cleanup, response or removal costs, under any Environmental Laws, or arising from an intentional or unintentional act or omission in violation thereof by Grantor or any previous owner or operator of the Project;

(j) to the best of Grantor's knowledge after due inquiry and investigation, no Hazardous Substances or Contamination has been discharged or emitted from the Project into waters on, under or adjacent to the Project, or onto lands from which Hazardous Substances might seep, flow or drain into such waters;

(k) to the best of Grantor's knowledge after due inquiry and investigation, no report, analysis, study or other document prepared by or for any Person exists identifying that any Contamination has been, or currently is, located upon or under the Project;

(l) neither the transaction contemplated by the Loan Documents nor any other transaction involving the sale, transfer or exchange of the Project will trigger or has triggered any obligation under the Environmental Laws to make a filing, provide a deed notice, provide disclosure or take any other action, or in the event that any such transaction-triggered obligation does arise or has arisen under any Environmental Laws, all such actions required thereby have been taken;

(m) the execution, delivery and performance by the Grantor of this Deed of Trust does not and will not contravene any (i) law or governmental rule, regulation or order which is applicable to the Grantor and no authorization, approval or other action by, and no notice to or filing with, any governmental entity is required for the due execution, delivery and

performance by the Grantor of this Deed of Trust, or (ii) contractual restriction which is binding upon or which affects the Grantor, and does not and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any property of the Grantor;

(n) this Deed of Trust is a legal, valid and binding obligation of the Grantor, enforceable against the Grantor in accordance with its terms;

(o) to the best of Grantor's knowledge after due inquiry and investigation, no Toxic Mold or vapors from volatile chemicals or any other toxic or hazardous materials, including petroleum hydrocarbons, is present in any building on the Project;

(p) no deed restrictions, activity and/or use limitations, environmental covenants or other types of engineering or institutional controls, whether recorded or to the best of Grantor's knowledge after due inquiry and investigation, unrecorded, exist on or with respect to the Project and, to the best of Grantor's knowledge after due inquiry and investigation, have ever existed on or with respect to the Project; and

(q) no asbestos or asbestos containing materials are present in any structure on the Project. If at any time during the term of the Loan, asbestos or asbestos containing materials are discovered in any structure on the Project, the Grantor hereby agrees, at its sole cost and expense, to take all actions necessary to remove all such asbestos or asbestos containing materials.

8.3 Environmental Covenants. The Grantor covenants and agrees as follows:

(a) to cause all activities at the Project during the term of the Loan to be conducted in compliance with all Environmental Laws;

(b) to provide the Beneficiary with copies of all: (i) correspondence, notices of violation, summons, orders, complaints or other documents received by the Grantor pertaining to compliance with any Environmental Laws and/or the presence or potential presence of Hazardous Substances or Contamination; (ii) reports of or information from previous environmental investigations undertaken at the Project which the Grantor knows of, or has or can obtain possession; (iii) any reports of or information from environmental investigations undertaken at the Project by any Person after the date of this Agreement; (iv) licenses, certificates and permits required by the Environmental Laws; and (v) any other information that the Beneficiary may reasonably request from time to time;

(c) not to generate, manufacture, refine, transport, transfer, produce, store, use, process, treat, dispose of, handle, permit to exist as a result of any intentional or unintentional act or omission, or in any manner deal with, any Hazardous Substances on any part of the Project, nor permit Grantor or any tenant, subtenant, occupant, assign, or other party to engage in any such activity on the Project, except for (i) those Hazardous Substances which are used or present in the ordinary course of the Grantor's business in compliance with all Environmental Laws and have not been released into the environment in such a manner as to constitute Contamination in violation of Law; and (ii) those Hazardous Substances which are

naturally occurring on the Project, but only in such naturally occurring form and only in such quantities that are known not to be harmful, hazardous or injurious to the health or safety of occupants or users of the Project;

(d) to give notice and a full description to the Beneficiary promptly upon the Grantor's acquiring knowledge of (i) any and all enforcement, clean-up, removal or other regulatory actions threatened, instituted or completed by any governmental authority with respect to the Grantor or the Project; (ii) all claims made or threatened by any third party against the Grantor or the Project relating to damage, contribution, compensation, loss or injury resulting from any Hazardous Substances or Contamination; (iii) any complaint made or threatened by any third party against the Grantor or the Project relating to damage, contribution, compensation, loss or injury resulting from any Hazardous Substances or Contamination; (iv) the presence of any Hazardous Substances or Contamination on, under, from or affecting the Project; (v) any Contamination or other release or discharge of Hazardous Substances on or from the Project that must be reported to any governmental entity under applicable Environmental Laws; (vi) Grantor's violation of any Environmental Laws or any allegation of same from any other Person; (vii) the imposition, attachment or recording of any lien, deed restriction, activity and use limitations, environmental covenant, institutional control or encumbrance under Environmental Laws against the Project and/or any personal or other real property owned by Grantor; and (viii) the inability to obtain or renew any license, certificate or permit in any way related to or required under any Environmental Law, or notice from a governmental authority that any such license, certificate or permit has been revoked or suspended, or is threatened to be revoked or suspended, whether in whole or in part, (ix) any matters relating to Hazardous Substances, Contamination or Environmental Laws that would give a reasonably prudent lender cause to be concerned that the value of its security interest in the Project may be reduced or threatened or that may impair or threaten to impair the Grantor's ability to perform any of their obligations under this Agreement or the Loan Documents;

(e) to timely comply with any Environmental Laws requiring the removal, treatment, storage, processing, handling, transportation or disposal of Hazardous Substances or Contamination and provide the Beneficiary with satisfactory evidence of such compliance;

(f) to conduct and complete all investigations, studies, sampling and testing, as well as all remedial, removal and other actions necessary to clean up and remove all Contamination on, under, from or affecting the Project, all in accordance with the Environmental Laws;

(g) to continue to have all necessary licenses, certificates and permits required under the Environmental Laws relating to the Grantor, its facilities, assets and business, including the Project;

(h) to remediate or cause to be remediated, at its sole cost and expense, any substance which is or contains Toxic Mold; and

(i) to investigate, and as necessary, remediate or cause to be remediated, at its sole cost and expense, any vapor intrusion conditions from volatile chemicals or other toxic or hazardous materials, including petroleum hydrocarbons.

8.4 Beneficiary's Right to Conduct an Investigation.

(a) Upon the request of Beneficiary, at any time and from time to time after the occurrence of an Event of Default, or at such other time as Beneficiary has reasonable grounds to believe that Hazardous Substances are or have been released, stored or disposed of on or around the Project, that any Contamination has occurred, or that the Project may be in violation of Environmental Laws, Grantor shall provide, at Grantor's sole expense, an inspection, audit, site visit, investigation or testing of the Project prepared or conducted by a hydrogeologist or environmental engineer or other appropriate consultant approved by Beneficiary indicating the presence or absence of Hazardous Substances or Contamination on or around the Project. If Grantor fails to provide such inspection or audit within forty-five (45) days after such request, Beneficiary may order the same, at Grantor's cost and expense, which shall be due and payable upon demand in accordance with Section 8.9 of this Agreement. Notwithstanding the preceding provisions of this Section, the Beneficiary may, at any time and at its sole discretion and expense, commission an investigation into the presence of Hazardous Substances or Contamination on, from or affecting the Project, or the compliance with Environmental Laws at, or relating to, the Project for the benefit of the Beneficiary. In connection with any investigation under this Section, the Grantor will cause Grantor to comply, and will use commercially reasonable efforts to cause Grantor's tenants, subtenants, occupants and assigns to comply, with all reasonable requests for information made by the Beneficiary, its employees, agents and contractors, and the Grantor represents and warrants that all responses by Grantor and, to Grantor's knowledge, Grantor's tenants, subtenants, occupants and assigns to any such requests for information will be correct and complete. The Grantor will provide the Beneficiary, its employees, agents and contractors, with rights of reasonable access to all areas of the Project and permit the Beneficiary, its employees and contractors to perform testing (including any invasive testing) necessary or appropriate, in their reasonable judgment, to perform such investigation; provided, however, that Beneficiary shall use commercially reasonable efforts to provide that no such tests shall interfere in any significant respect with the rights of tenants at the Project.

(b) The Beneficiary is under no duty, however, to conduct such investigations of the Project and any such investigations by the Beneficiary will be solely for the purposes of protecting the Beneficiary's security interest in the Project and preserving the rights of the Beneficiary under the Loan Documents. No site visit, observation, or testing by the Beneficiary, its employees, agents and contractors will constitute a waiver of any default of the Grantor or be characterized as a representation regarding the presence or absence of Hazardous Substances or Contamination at the Project. The Beneficiary, its employees, agents and contractors owe no duty of care to protect the Grantor or any third parties from the presence of Hazardous Substances, Contamination or any other adverse conditions affecting the Project nor will the Beneficiary be obligated to disclose to the Grantor or any third parties any report or findings made in connection with any investigation done on behalf of the Beneficiary.

8.5 Indemnification.

(a) The Grantor covenant and agree, at their sole cost and expense, to indemnify, defend, protect, save and defend and hold harmless (i) the Beneficiary (including the Beneficiary as beneficiary of this Deed of Trust, as mortgagee in possession, or as successor in interest to the Grantor, or, as appropriate, the borrower or the guarantor as owner of the Project

by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure), (ii) each legal entity, if any, who controls, is controlled by or is under common control with Beneficiary, (iii) the Beneficiary's directors, officers, employees, agents and contractors, (iv) each of the Beneficiary's participants, successors and assigns, and (v) any receiver, trustee, conservator, and their respective employees and agents, appointed by or on behalf of the Beneficiary in connection with the exercise of rights and remedies afforded the Beneficiary under the Loan Documents (collectively, the "**Indemnified Parties**") against and from any and all Environmental Damages that may at any time be imposed upon, threatened against, incurred by or asserted or awarded against the Indemnified Parties (whether before or after the release, satisfaction or extinguishment of this Deed of Trust) and arising from or out of:

(i) the Grantor' failure to comply with any of the provisions of this Agreement, including the Grantor' breach of any covenant, representation or warranty contained in this Agreement; or

(ii) any Contamination, or threatened release of any Hazardous Substances or Contamination, on, in, under, affecting or migrating or threatening to migrate to or from all or any portion of the Project, any surrounding areas or other property or any Person; or

(iii) any violation of, or noncompliance with, or alleged violation of, or noncompliance with, Environmental Laws (and/or any license, certificate or permit relating to or required under any Environmental Laws) by the Project or the Grantor, or its agents, employees, contractors, and the like, including, without limitation, costs and fees of lawyers, environmental consultants and the like incurred to remove any environmentally related lien imposed upon the Project; or

(iv) the willful misconduct, error or omission or negligent act or omission of the Grantor, or their agents, employees, contractors, and the like, relating to the environmental condition of the Project; or

(v) any judgment, lien, order, complaint, notice, citation, action, proceeding or investigation pending or threatened by or before any governmental authority or any private party litigant, including any environmental regulatory body, or before any court of law (including any private civil litigation) with respect to the Grantor's business, assets, property or facilities, or the Project, in connection with any Hazardous Substances, Contamination or any Environmental Laws (including the assertion that any lien existing or arising pursuant to any Environmental Laws takes priority over the lien of this Deed of Trust); or

(vi) the enforcement of this Agreement or the assertion by the Grantor of any defense to their obligations hereunder.

The Grantor' indemnification obligations set forth in this Section remain in effect and enforceable regardless of whether any such indemnification obligations arise before or after foreclosure of this Deed of Trust or other taking of title to all or any portion of the Project by the Beneficiary or any affiliate of the Beneficiary or any assignee of the interest of Beneficiary, and whether the underlying basis of any claim arose from events prior to the Grantor acquiring ownership of the Project; provided, however, that Grantor shall not be obligated to indemnify the

Indemnified Parties for any Environmental Damages to the extent that such Environmental Damages (A) are based upon, arise from, relate to or otherwise pertain to any facts or circumstances which first arise or occur after Beneficiary (or any Affiliate of Beneficiary or any third party designee of Beneficiary) takes title to the Project by virtue of a foreclosure or acceptance of deed in lieu of foreclosure; (B) are not caused by, contributed to or exacerbated, directly or indirectly, in whole or in part, by any act or omission of Grantor (or any person or entity acting at the direction or control of Grantor), whether before or after Beneficiary or any Affiliate of Beneficiary or any third party designee of Beneficiary takes title to the Project; and (C) are not caused by, contributed to or exacerbated, in whole or in part, by any tenants, subtenants, occupants, operator or manager of the Project during the ownership, operation or occupancy of the Project by Grantor, it being agreed that in the event of any dispute with respect to the forgoing, Grantor shall have the burden of proof of establishing that the facts and circumstances of (A) – (C) have been satisfied.

(b) Promptly after the receipt by the Beneficiary of written notice of any demand or claim or the commencement of any action, suit or proceeding concerning a Grantor, the Beneficiary in connection with the Project, the Beneficiary will endeavor to notify the Grantor thereof in writing. The failure by the Beneficiary to promptly to give such notice will not relieve the Grantor of any liability to any of the Indemnified Parties.

8.6 Grantor's Obligation to Perform Corrective Work.

(a) The Grantor will promptly commence and perform any corrective work required to address any Environmental Damages or Contamination, including any actions required by the Grantor under Section 8.5 ("**Corrective Work**") after the occurrence of any of the following: (i) the Grantor obtain actual knowledge of any Contamination on, in, under, affecting, or migrating to or from the Project or any surrounding areas; or (ii) an event occurs for which the any of the Indemnified Parties can seek indemnification from the Grantor pursuant to Section 8.5 or any other provision of this Agreement.

(b) The Grantor will provide written notice to the Beneficiary at least twenty (20) days prior to the commencement of any such Corrective Work, and will give the Beneficiary a monthly report, during the performance of such Corrective Work, on the Grantor' progress with respect thereto, and will promptly give the Beneficiary such other information with respect thereto as the Beneficiary reasonably requests from time to time. Such written notice must contain the name of the Person performing such Corrective Work and must be accompanied by: (i) written evidence, satisfactory in form and content to the Beneficiary, showing that such Person is fully insured against any and all injury and damages caused by or resulting from the performance of such Corrective Work; and (ii) copies of the plans for such Corrective Work, approved in writing by the appropriate governmental authorities.

(c) Any Corrective Work conducted by the Grantor will be diligently performed to completion and will comply with all Environmental Laws and all other applicable laws to correct, contain, clean up, treat, remove, resolve, dispose of or minimize the impact of all Hazardous Substances or Contamination.

(d) Any failure by the Beneficiary to object to any actions taken by the Grantor will not be construed to be an approval by the Beneficiary of such actions. This Agreement will not be construed as creating any obligation for the Beneficiary to initiate any contests or to perform or review the Grantor' or any other party's performance of, any Corrective Work, or disburse any funds for any contests or the performance of any Corrective Work.

8.7 Indemnified Parties' Right to Select Engineers, Consultants and Attorneys . Without limiting the other provisions hereof, in the event any claim (whether or not a judicial or administrative action is involved) is asserted against any of the Indemnified Parties with respect to Hazardous Substances, Environmental Laws or Contamination, the Beneficiary, for so long as the Loan is outstanding, and thereafter each of the Indemnified Parties will have the right to select the engineers, other consultants and attorneys for their respective defense or guidance, determine the appropriate legal strategy for such defense, and compromise or settle such claim, all in each Indemnified Party's sole discretion, and the Grantor will be liable to the Indemnified Parties in accordance with the terms hereof for liabilities, costs and expenses incurred by the Indemnified Parties in this regard.

8.8 Grantor' Obligation to Deliver the Project . The Grantor agree that, in the event this Deed of Trust is foreclosed (whether judicially or by power of sale) or the Grantor tenders a deed in lieu of foreclosure, the Grantor will deliver the Project or cause the Project to be delivered to the Beneficiary or its affiliate free of any and all Hazardous Substances, (except for (a) those Hazardous Substances which are used or present in the ordinary course of the Grantor's business in compliance with all Environmental Laws, and have not been released into the environment in such a manner as to constitute Contamination in violation of Law, and (b) those Hazardous Substances which are naturally occurring on the Project, but only in such naturally occurring form and only in such quantities that are known not to be harmful, hazardous or injurious to the health or safety of occupants or users of the Project) or Contamination in a condition such that the Project conforms with all Environmental Laws and such that no remedial or removal action or other Corrective Work will be required with respect to the Project. The Grantor' obligations as set forth in this Section are strictly for the benefit of the Indemnified Parties and will not in any way impair or affect the right to foreclose against the Project or exercise other rights and remedies provided by the Loan Documents.

8.9 Beneficiary's Right to Cure. In addition to the other remedies provided in this Deed of Trust and the other Loan Documents, should the Grantor fail to abide by any provisions of this Agreement, the Beneficiary may, on its own, elect to perform any Corrective Work and take any other such actions as it, in its sole discretion, deems necessary to repair, respond to and remedy any damage to the Project caused by Hazardous Substances or Contamination or any such Corrective Work. In such event, all funds expended by the Beneficiary in connection with the performance of any Corrective Work or other actions, including all contractor charges, attorneys' fees, engineering fees, consultant fees and similar charges, will become a part of the Obligations, will be due and payable by the Grantor on demand. Each disbursement made by the Beneficiary pursuant to this provision will bear interest at the Default Rate from the date Beneficiary delivers to the Grantor written notice that the funds have been advanced by the Beneficiary until paid in full.

8.10 Scope of Liability. The liability under this Deed of Trust will in no way be limited or impaired by (a) any extension of time for performance required by any of the Loan Documents; (b) any sale, assignment or foreclosure of the Loan or this Deed of Trust, the acceptance of a deed in lieu of foreclosure or trustee's sale, or any sale or transfer of all or part of the Project; (c) the discharge of the Obligations or the reconveyance or release of this Deed of Trust; (d) any exculpatory provisions in any of the Loan Documents limiting the Beneficiary's recourse; (e) the accuracy or inaccuracy of the representations and warranties made by the Grantor, or any other obligor under any of the Loan Documents; (f) the release of the Grantor or any guarantor or any other Person from performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents by operation of law, the Beneficiary's voluntary act or otherwise; (g) the release or substitution, in whole or in part, of any security for the Obligations; or (h) the failure or improper recording or filing of this Deed of Trust or any UCC financing statements to be filed, or any other failure to properly perfect, protect, secure or insure any security interest or lien given as security for the Obligations; and, in any such case, whether with or without notice to the Grantor or any guarantor or other Person and with or without consideration.

9. ADDITIONAL RIGHTS AND OBLIGATIONS

9.1 Installments for Insurance, Taxes and Other Charges. Without limiting the effect of any other provision of this Deed of Trust, Grantor shall if an Event of Default then exists and if requested by Beneficiary, pay to Beneficiary monthly with Grantor's payment on the Note an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual Impositions and any other item which at any time may be or become a lien upon the Deed of Trust Property (the "**Escrow Charges**"); and on demand from time to time Grantor shall pay to Beneficiary any additional sums necessary to pay when due all Escrow Charges. The amounts so paid shall be security for the Secured Obligations and shall be used in payment of the Escrow Charges so long as no Event of Default shall have occurred. No amount so paid to Beneficiary shall be deemed to be trust funds but may be commingled with general funds of Beneficiary, nor shall any sums paid bear interest. Upon the occurrence of an Event of Default, Beneficiary shall have the right, at its election, to apply any amount so held against the Secured Obligations due and payable in such order as Beneficiary may deem fit, and Grantor hereby grants to Beneficiary a lien upon and security interest in such amounts for such purpose. At Beneficiary's option, Beneficiary from time to time may waive, and after any such waiver may reinstate, the provisions of this Section 9.1. In the event the interest of Grantor in the Deed of Trust Property is sold or otherwise transferred, voluntarily or involuntarily, then all of the interest of Grantor in and to the sums held by Beneficiary shall vest in the successor to the interest of Grantor in the Deed of Trust Property, subject, nevertheless, to the rights of Beneficiary hereunder.

9.2 Beneficiary's Right to Protect Security. Beneficiary is hereby authorized to do any one or more of the following, irrespective of whether an Event of Default has occurred: (a) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary hereunder; (b) take such action as Beneficiary may determine to pay, perform or comply with any Impositions or Legal Requirements, to cure any Events of Default, to protect its security in the Deed of Trust Property, including the recordation or filing of financing statements and other documents to further assure the enforceability or priority of

Beneficiary's liens and security interests ("**Certain Protective Actions**"), advance sums on behalf of Grantor to pay, perform or comply with any Imposition, Legal Requirement, prohibited lien, claims, costs and expenses in connection with the Deed of Trust Property, including payment for utilities, fuel or any other necessary maintenance expenses, fees, insurance and repairs; and for the purpose of exercising any such powers and all other rights and powers granted by this Deed of Trust to Beneficiary, Beneficiary is hereby appointed attorney-in-fact for Grantor; provided unless an Event of Default exists, Beneficiary shall not take any actions in Section 9.2(b) other than Certain Protective Actions unless it has first requested Grantor to take any such action and Grantor has not taken such requested action within ten (10) Business Days. All sums paid by or otherwise owing to Beneficiary under this Section shall be paid by Grantor to Beneficiary on demand, and until paid such sums shall be added to the principal secured hereby, shall be included as part of the Secured Obligations and shall bear interest at the Default Rate from the date of demand.

9.3 Costs and Expenses. In the event of an Event of Default or the exercise by Beneficiary of any of its rights hereunder, or if Beneficiary shall become a party, either as plaintiff or defendant or otherwise, to any suit or legal proceeding affecting any of the Deed of Trust Property or the Secured Obligations, or if review and approval of any document, or any other matter related to any of the Secured Obligations, is required by, or requested of, Beneficiary, Grantor shall pay to Beneficiary on demand its reasonable costs, expenses and attorneys' fees incurred in connection therewith. If such amounts are not paid within thirty (30) days after demand by Beneficiary, they shall be added to the principal secured hereby, shall be included as part of the Secured Obligations and shall bear interest at the Default Rate from the date of demand.

9.4 Security Agreement Under Uniform Commercial Code. This Deed of Trust is a Security Agreement as defined in the Oregon Uniform Commercial Code and Grantor grants to Beneficiary a security interest in all elements or constituent parts of the Deed of Trust Property which are, or are deemed to be, fixtures or personal property. Notwithstanding the filing of a financing statement covering any of the Deed of Trust Property in the records normally pertaining to personal property, at Beneficiary's option all of the Deed of Trust Property, for all purposes and in all proceedings, legal or equitable, shall be regarded (to the extent permitted by law) as part of the Realty, whether or not any such item is physically attached to the Realty or Improvements. The mention in any such financing statement of any of the Deed of Trust Property shall not be construed as in any way altering any of the rights of Beneficiary or adversely affecting the priority of the lien granted hereby or by any other Loan Document, but such mention in the financing statement is hereby declared to be for the protection of Beneficiary in the event any court shall at any time hold that notice of Beneficiary's priority of interest, to be effective against any third party, must be filed in the Oregon Uniform Commercial Code records. This Deed of Trust constitutes a fixture filing under the Oregon Uniform Commercial Code. This Deed of Trust secures an obligation incurred for the construction of an improvement or improvements on the Realty.

9.5 Assignment of Loan Documents; Estoppel Certificates. Grantor agrees that nothing herein shall be deemed to prohibit the assignment or negotiation, with or without recourse, of any of the Loan Documents or any interest of Beneficiary therein, or the assignment of this Deed of Trust. Grantor further agrees that, if requested by Beneficiary, Grantor shall

certify to the assignee of this Deed of Trust, to Beneficiary, and to such other persons as Beneficiary may request from time to time that this Deed of Trust is in full force and effect, the amount or amounts of the Secured Obligations, the terms of the Loan Documents, whether any offsets, claims, counterclaims or defenses exist with respect to the payment of the Secured Obligations (and if any offsets, claims, counterclaims or defenses exist, describing them) or the performance of the Loan Documents and such other matters as Beneficiary or any assignee may reasonably require.

9.6 Waivers by Grantor. Grantor, to the extent permitted by law, hereby waives all benefit of any present or future statute of limitation or repose, or moratorium law, or any other present or future law, regulation or judicial decision which (a) exempts any of the Deed of Trust Property or any other property, real or personal, or any part of the proceeds arising from any sale thereof from attachment, levy or sale under execution, or (b) provides for any stay of execution, marshaling of assets, exemption from civil process, redemption, extension of time for payment or valuation or appraisal of any of the Deed of Trust Property.

9.7 Payment of Fees. The Grantor will pay all filing, registration and recording fees, and all expenses incident to the preparation, execution, acknowledgment, filing and recording of this Deed of Trust, any financing statements, releases, continuation statements, and any instruments of further assurance and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Deed of Trust and the other Loan Documents.

9.8 Further Assurances. Grantor agrees to execute such further assurances, documents and instruments as may be reasonably requested by Beneficiary for the purposes of further evidencing, carrying out and/or confirming this Deed of Trust and for all other purposes intended by this Deed of Trust.

9.9 Subordination to Leases. At the option of Beneficiary, this Deed of Trust shall become subject and subordinate, in whole or in part (but not with respect to the priority of entitlement to insurance proceeds or any award in condemnation or with respect to any option to purchase), to any and all Leases, upon the execution by Beneficiary and recording thereof, at any time hereafter, in the office of the Recorder of Deeds in and for the county wherein the Realty is situate, of a unilateral declaration to that effect.

9.10 Subrogation. If the proceeds of any loan or other credit extended by Beneficiary, the repayment of which is hereby secured, are used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Deed of Trust Property or any part thereof, then Beneficiary shall be subrogated to any additional security held by the holder of such lien or encumbrance.

9.11 Restatement of Representations and Warranties. Each representation or warranty made by Grantor in this Deed of Trust or in any other Loan Document or certificate related thereto shall be deemed to be restated as of the date of each advance made or credit extended by Beneficiary constituting a Secured Obligation (except representations and warranties which (i) on the date of the advance are curable and Grantor has the right to cure under Section 10.1(b) of

the Loan Agreement, or (ii) relate solely to an earlier date or time, which representations and warranties will be true and correct on and as of the specific dates or times referred to therein).

9.12 Acceleration. In order to accelerate the maturity of the indebtedness hereby secured because of the failure of Grantor to pay any tax assessment, liability, obligation or encumbrance upon the Deed of Trust Property as herein provided, it shall not be necessary that Beneficiary shall first pay the same.

10. MISCELLANEOUS MATTERS

10.1 Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given for all purposes when delivered in the manner set forth in the Loan Agreement.

10.2 Governing Law. This Deed of Trust shall be interpreted in accordance with the law of the jurisdiction in which the Realty is located, without regard to principles of conflicts of law.

10.3 Status of Parties. It is understood and agreed that the relationship of the parties is that of Grantor and Beneficiary and that nothing herein shall be construed to constitute a partnership, joint venture or co-tenancy between Grantor and Beneficiary.

10.4 Severability. In the event any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be inapplicable, invalid, illegal, or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein.

10.5 Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the successors and assigns of Grantor and Beneficiary.

10.6 Time of Essence. Time is of the essence as to all of Grantor's obligations hereunder and under the other Loan Documents and under any and all other documents relating in any manner to any of the Secured Obligations.

10.7 Section Headings. The section headings in this Deed of Trust are used only for convenience in finding the subject matters and are not part of this Deed of Trust or to be used in determining the intent of the parties or otherwise interpreting this Deed of Trust.

10.8 Performance by Beneficiary. Any act which Beneficiary is permitted to perform under the Loan Documents may be performed at any time and from time to time by Beneficiary or any person or entity designated by Beneficiary.

10.9 Attorney-in-Fact. Each appointment of Beneficiary as attorney-in-fact for Grantor in this Deed of Trust is irrevocable and coupled with an interest.

10.10 Refusal of Consent. Except as otherwise specified herein, Beneficiary has the right to refuse to grant its consent whenever such consent is required under this Deed of Trust.

10.11 Joint and Several Obligations. If there is more than one party identified in this Deed of Trust as "Grantor", then each such party so identified shall be liable, jointly and severally, for all obligations of Grantor hereunder, and all references to "Grantor" herein shall refer to each such party individually and to all, or any two or more, of such parties collectively.

10.12 No Oral Modification. This Deed of Trust may be modified, amended, discharged or waived only by an agreement in writing, signed by all of the parties hereto.

10.13 Defeasance. If Grantor indefeasibly pays to Beneficiary in full the Secured Obligations, then this Deed of Trust and all other liens and security interests securing the Secured Obligations shall become void and Beneficiary shall effect a reconveyance of the Deed of Trust Property upon request of Grantor.

10.14 WAIVER OF JURY TRIAL. EACH OF GRANTOR AND BENEFICIARY (BY ITS ACCEPTANCE HEREOF) WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS DEED OF TRUST OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS RELATED TO ANY OF THE LOAN DOCUMENTS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY GRANTOR AND GRANTOR ACKNOWLEDGES THAT NEITHER BENEFICIARY NOR ANY PERSON ACTING ON BEHALF OF BENEFICIARY HAS OR HAVE MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. GRANTOR FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS DEED OF TRUST AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. GRANTOR AGREES THAT THE OBLIGATION EVIDENCED BY THIS DEED OF TRUST IS AN EXEMPTED TRANSACTION UNDER THE TRUTH-IN-LENDING ACT, 15 U.S.C. SECTION 1061, ET SEQ. GRANTOR FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING OF THIS WAIVER PROVISION AND AS EVIDENCE OF THIS FACT SIGNS ITS INITIALS.

11. STATE SPECIFIC PROVISIONS

11.1 Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Article 11 and the terms and conditions of this Deed of Trust, the terms and conditions of this Article 11 shall control and be binding.

11.2 Statutory Notices – Insurance Coverage. WARNING: UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY THIS AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE

AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE.

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR LOAN BALANCE. IF THE COST IS ADDED TO YOUR LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW. EACH REFERENCE TO "YOU" AND "YOUR" SHALL REFER TO GRANTOR AND EACH REFERENCE TO "US" AND "WE" SHALL REFER TO BENEFICIARY.

11.3 Statutory Notices – No Oral Commitments. UNDER OREGON LAW, MOST AGREEMENTS PROMISES AND COMMITMENTS MADE BY BENEFICIARY CONCERNING LOANS AND OTHER CREDIT EXTENSIONS THAT ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE GRANTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.

11.4 Statutory Notices. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND
FIXTURE FILING]


IN WITNESS WHEREOF, Grantor has caused this Deed of Trust, Assignment of Rents,
Security Agreement and Fixture Filing to be duly executed the day and year first above written.

GRANTOR:

THE COVE APARTMENTS, LLC, a Delaware
limited liability company

By: The Cove JV, LLC, a Delaware limited
liability company, its sole member

By: Grand Cove, LLC, a Delaware limited
liability company, its managing member

By:  _____
(SEAL)
Name: Luke C. Simpson
Title: Manager

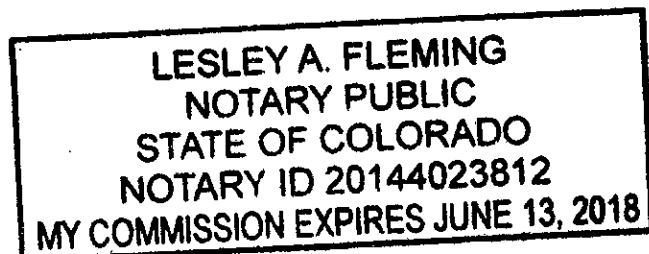
STATE OF COLORADO)

COUNTY OF DENVER)

ss:

On this, the 17 day of August, 2016, before me, a Notary Public, the undersigned
officer, personally appeared Luke C. Simpson, who acknowledged himself to be a Manager of
Grand Cove, LLC, a Delaware limited liability company, the managing member of The Cove JV,
LLC, a Delaware limited liability company, the sole member of The Cove Apartments, LLC, a
Delaware limited liability company, and that he, in such capacity, being authorized to do so,
executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



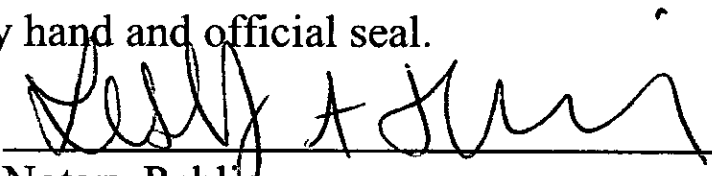
 _____
Notary Public
My commission expires: JUNE 13, 2018

EXHIBIT A

LEGAL DESCRIPTION

TRACT A:

Lot 2, CLACKAMETTE COVE, Recorded as Book 141, page 001, Clackamas County Plat Records, in the City of Oregon City, County of Clackamas and State of Oregon.

TOGETHER WITH that portion of vacated Main Street as described in Vacation Ordinance No. 10-1004 and recorded June 14, 2010, as Recorder's Fee No. 2010-035495, Clackamas County Deed Records.

Map No. 22E29 02900

TRACT B:

TOGETHER WITH the non-exclusive twenty foot wide emergency access easement, as set forth in the document entitled "City of Oregon City, Oregon Public Access Easement and Temporary Construction Easement" recorded January 13, 2014 as Recording No. 2014-001519 of Official Records.

TRACT C:

TOGETHER WITH the non-exclusive twenty foot wide emergency access easement, as set forth in the document entitled "City of Oregon City, Oregon Public Access Easement and Temporary Construction Easement" recorded January 13, 2014 as Recording No. 2014-001520 of Official Records.

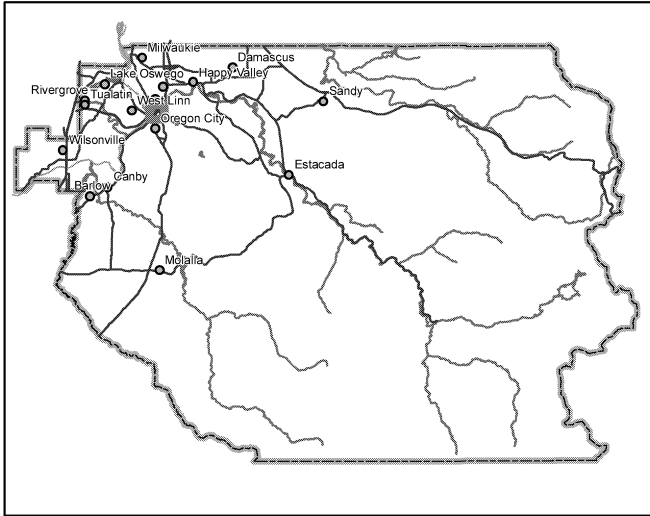
SECTION 29 T.2S. R.2E. W.M.
CLACKAMAS COUNTY
1" = 400'

D. L. C.
OREGON CITY CLAIM (UNRECORDED)
HIRAM STRAIGHT NO.42
EZRA FISHER NO.44
GEORGE ABERNETHY NO.58

Cancelled Taxlots

| | |
|--------|--------|
| 1100 | 1601 |
| 201 | 1900A1 |
| 1300 | 3080 |
| 2200 | 3090 |
| 2500 | 3190 |
| 2600 | 3290 |
| 401 | 3390 |
| 500 | 3490 |
| 600 | 3690 |
| 700 | 3790 |
| 901 | 2900A1 |
| 991 | 1501A1 |
| 1401 | 202A2 |
| 1502 | 1900 |
| 2001 | 202A1 |
| 2201 | 202A1 |
| 2301 | 1403T1 |
| 2400 | |
| 903 | |
| 300 | |
| 1900A2 | |
| 100 | |
| 1800A2 | |
| 490 | |
| 2101 | |
| 1600U1 | |
| 1600 | |
| 1600U2 | |
| 2000U1 | |
| 2000 | |
| 2000U2 | |
| 1593 | |
| 1509A1 | |
| 900E1 | |
| 900 | |
| 980 | |
| 1511 | |
| 1503A1 | |
| 1503 | |
| 1200A1 | |
| 200A1 | |
| 200A2 | |
| 290 | |
| 970 | |
| 970E1 | |
| 970E2 | |
| 1503A2 | |
| 900A1 | |
| 900A2 | |
| 900E2 | |
| 1800A1 | |
| 1500 | |
| 1503A3 | |
| 1505 | |
| 1508 | |

- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY



Property Detail Report

15941 Agnes Ave, Oregon City, OR 97045-1003

APN: 00529814

Clackamas County Data as of: 10/11/2018

Owner Information

Owner Name: Water Environment Services
Vesting: Company
Mailing Address: 150 Beaver Creek Rd #430, Oregon City, OR 97045-4302

Location Information

| | | | |
|--------------------|---|-----------------------|--------------------------------|
| Legal Description: | Section 20 Township 2S Range 2E Tax Lot 00503 | County: | Clackamas, OR |
| APN: | 00529814 | Alternate APN: | 22E20 00503 |
| Munic / Twnshp: | | Census Tract / Block: | 022301 / 2055 |
| Subdivision: | | Legal Lot / Block: | 503 / |
| Neighborhood: | Oregon City | Legal Book / Page: | |
| Elementary School: | Jennings Lodge Ele... | School District: | Oregon City School District 62 |
| | | Middle School: | Gardiner Middle Sc... |
| | | High School: | Oregon City High S... |

Last Transfer / Conveyance - Current Owner

| | | | | | |
|----------------------|----------------------------|--------------|---------------------------|-----------------|---------------------|
| Transfer / Rec Date: | 06/30/2017 / 08/10/2017 | Price: | | Transfer Doc #: | 2017.54626 |
| Buyer Name: | Water Environment Services | Seller Name: | Tri City Service District | Deed Type: | Bargain & Sale Deed |

Last Market Sale

| | | | | | |
|---------------------|--|----------------------|--|-------------------|-----|
| Sale / Rec Date: | | Sale Price / Type: | | Deed Type: | |
| Multi / Split Sale: | | Price / Sq. Ft.: | | New Construction: | |
| 1st Mtg Amt / Type: | | 1st Mtg Rate / Type: | | 1st Mtg Doc #: | N/A |
| 2nd Mtg Amt / Type: | | 2nd Mtg Rate / Type: | | Sale Doc #: | N/A |
| Seller Name: | | | | | |
| Lender: | | | | | |
| Title Company: | | | | | |

Prior Sale Information

| | | | | | |
|---------------------|--|----------------------|--|-------------------|-----|
| Sale / Rec Date: | | Sale Price / Type: | | Prior Deed Type: | |
| 1st Mtg Amt / Type: | | 1st Mtg Rate / Type: | | Prior Sale Doc #: | N/A |
| Prior Lender: | | | | | |

Property Characteristics

| | | | |
|--------------------|--------------------|-------------------|------|
| Gross Living Area: | Total Rooms: | Year Built / Eff: | 1985 |
| Living Area: | Bedrooms: | Stories: | |
| Total Adj. Area: | Baths (F / H): | Parking Type: | |
| Above Grade: | Pool: | Garage #: | |
| Basement Area: | Fireplace: | Garage Area: | |
| Style: | Cooling: | Porch Type: | |
| Foundation: | Heating: | Patio Type: | |
| Quality: | Exterior Wall: | Roof Type: | |
| Condition: | Construction Type: | Roof Material: | |

Site Information

| | | | | | |
|------------------|--------------------------------------|--------------------|-----------------|---------------------|------------|
| Land Use: | Industrial (NEC) | Lot Area: | 664,726 Sq. Ft. | Zoning: | GI |
| State Use: | | Lot Width / Depth: | | # of Buildings: | 1 |
| County Use: | 301 - Industrial Property Improved | Usable Lot: | | Res / Comm Units: | 1 / |
| Site Influence: | | Acres: | 15.26 | Water / Sewer Type: | |
| Flood Zone Code: | Ae | Flood Map #: | 41005C0039D | Flood Map Date: | 06/17/2008 |
| Community Name: | Clackamas County Unincorporated Area | Flood Panel #: | 0039D | Inside SFHA: | True |

Tax Information

| | | | | | |
|----------------|---------|--------------------|---------------|---------------------|---------------|
| Assessed Year: | 2017 | Assessed Value: | \$137,773,278 | Market Total Value: | \$196,047,099 |
| Tax Year: | 2017 | Land Value: | | Market Land Value: | \$8,563,439 |
| Tax Area: | 062-057 | Improvement Value: | | Market Imprv Value: | \$187,483,660 |
| Property Tax: | | Improved %: | | Market Imprv %: | 95.63% |
| Exemption: | | Delinquent Year: | | | |

Current Owner: Water Environment Services

Vesting: Company

2010 - Present

| CONVEYANCES | | | | | | | | |
|-------------|------------|----------|-------|------|----------------------|-------------------------------|---------------------------|------------|
| Date | Rec Date | Verified | Price | Type | Title Company | Buyer | Seller | Document # |
| 06/30/2017 | 08/10/2017 | | | | None Available | Water Environment Services | Tri City Service District | 2017.54626 |
| 01/26/2010 | 01/26/2010 | | | | First American Title | Seven Hills Properties 19 LLC | Tri-City Dev LLC | 2010.5532 |

Disclaimer: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

BARGAIN AND SALE DEED

GRANTOR:

Tri-City Service District
c/o Water Environment Services
Development Services Building
150 Beavercreek Road, Suite 430
Oregon City, OR 97045

GRANTEE:

Water Environment Services
Development Services Building
150 Beavercreek Road, Suite 430
Oregon City, OR 97045

After Recording Return To:
Water Environment Services
150 Beavercreek Road
Oregon City, OR 97045

Until a Change is Requested, Tax Statements shall be sent to
the following address:

Tri-City Service District
c/o Water Environment Services
150 Beavercreek Road, Suite 430
Oregon City, OR 97045

Clackamas County Official Records
Sherry Hall, County Clerk

2017-054626



NO FEE

08/10/2017 09:13:52 AM

D-D Cnt=1 Stn=7 BARBARA
This is a no fee document

BARGAIN and SALE DEED

On November 3rd, 2016, the Tri-City Service District and Clackamas County Service District No. 1 entered into an agreement ("WES Agreement") pursuant to ORS Chapter 190 to establish an intergovernmental entity known as Water Environment Services ("WES"). On May 18th, 2017, the Surface Water Management Agency of Clackamas County was added as a partner to the WES Agreement, which was created to provide greater coordination in the operations and management of wastewater and surface water services within the region. In order to effectuate the purpose of the WES Agreement, all parties agreed to contribute all assets, including real property, to WES.

Accordingly, the **Tri-City Service District**, a county service district formed pursuant to ORS Chapter 451, does hereby grant, bargain, sell and convey as grantor unto **Water Environment Services**, an ORS Chapter 190 intergovernmental entity, as grantee and to its successors and assigns, all of the following described real property, with the tenements, hereditaments, and appurtenances (the "Property") situated in the County of Clackamas, State of Oregon, to wit:

See Exhibit A, attached hereto and incorporated herein.

The transfer of the Property shall be effective as of July 1, 2017. The true and actual consideration for this conveyance is the sum of Zero (\$0) Dollars and other such good and valuable consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

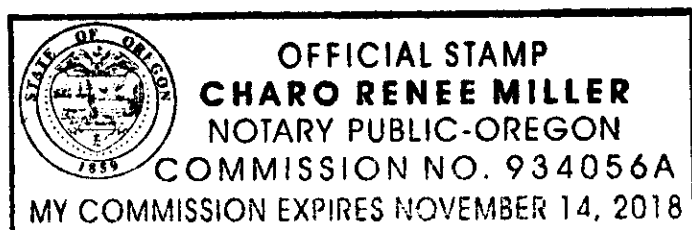
IN WITNESS WHEREOF, the Tri-City Service District has caused this instrument to be executed by duly appointed officers this 30th day of June, 2017.


TRI-CITY SERVICE DISTRICT, a county service district formed pursuant to ORS Chapter 451

By: 
Gregory L. Geist, Director

STATE OF OREGON)
) ss.
County of Clackamas)

On this 30th day of JUNE, 2017 before me the undersigned, a notary public in and for such state, the foregoing instrument was acknowledged before me by Gregory Geist, Director, on behalf of the Tri-City Service District.



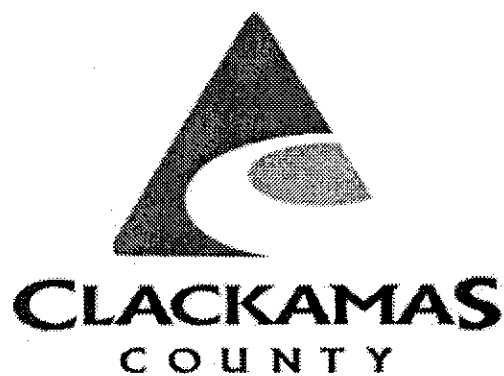

Notary Public for Oregon
My Commission Expires: November 14, 2018

LEGAL DESCRIPTION
TRI-CITY SERVICE DISTRICT

A tract of land in the Hiram Straight D.L.C. #42 in Section 20, T.2 S., R.2 E., Willamette Meridian, in County of Clackamas and State of Oregon, described as follows:

Beginning at the one quarter section corner between Sections 20 and 29, T.2 S., R.2 E., Willamette Meridian, thence North $57^{\circ}24'33''$ West 32.02 feet (Called North 58° West 49 links in previous descriptions) to a stone marked "L", which stone marks the northeast corner of the first tract described in that deed to Horace J. Eldriedge, et ux, recorded November 29, 1946, in Book 381, page 223, Deeds; thence tracing the north line of said Eldriedge tract North 84° West 39.25 feet to a point in the westerly boundary of Parcel 3 of amended complaint filed August 7, 1970, in Condemnation Suit No. 73394, State of Oregon V. William O. Moore, et al, and the TRUE PLACE OF BEGINNING of the tract herein described, thence tracing the north boundary of said Eldriedge tract North 84° West 682.65 feet to a point in the westerly line of that right of way and easement for railroad purposes as described in that deed from Corporation of Sisters of Mercy to Oregon Water Power and Railway Company, recorded April 21, 1903, in book 87, page 37, Deed Records; thence tracing said westerly line and its northerly extension northerly 795.37 feet along the arc of a curve left having a radius of 1096.28 feet and a central angle of $41^{\circ}34'08''$, the long chord of which bears North $5^{\circ}29'32''$ West 778.04 feet to a point of tangent; thence North $26^{\circ}16'36''$ West (called N 26° W by a previous document in Book 52, Page 135, Deed Records) 18.82 feet, more or less, to the high water line of the left bank of the Clackamas River; thence tracing said high water line upstream (the following courses and distances inserted for area computation only) North $66^{\circ}35'29''$ East 211.50 feet and North $78^{\circ}31'17''$ East 235.53 feet and North $71^{\circ}10'51''$ East 315.70 feet and North $83^{\circ}43'22''$ East 254.07 feet and North $84^{\circ}14'40''$ East 252.55 feet to the westerly boundary of that tract of land described in that deed to Mary Himmeler recorded in Book 99, Page 259, Deed Records; thence tracing said westerly boundary South $6^{\circ}06'17''$ West (called South $6^{\circ}30'$ West in prior deed) 215.39 feet to the westerly boundary of Parcel 2 described in Condemnation Suit No. 73394 aforesaid; thence tracing said westerly boundary South $44^{\circ}45'33''$ West 50.31 feet to its intersection with the westerly boundary of Parcel 3 aforesaid; thence tracing the westerly boundary of said Parcel 3 the following courses and distances; westerly along the arc of an offset spiral curve, the long chord of which bears South $74^{\circ}06'37''$ West 183.50 feet to a point of simple curve; thence southerly

65.71 feet along the arc of a curve left having a radius of 250.99 feet and a central angle of fifteen degrees, the long chord of which bears South $49^{\circ}02'23''$ West 65.52 feet to a point of spiral curve; thence along the arc of an offset spiral curve left, the long chord of which bears South $22^{\circ}09'33''$ West 228.56 feet; thence South $8^{\circ}27'48''$ West 279.64 feet; thence South $9^{\circ}33'47''$ West 299.91 feet; thence South $11^{\circ}30'47''$ West 21.89 feet to the TRUE PLACE OF BEGINNING, containing 19.179 acres, more or less. Bearings of this description are based upon the northerly line of the aforesaid Horace J. Eldriedge tract, as monumented by marked stones, as defining North 84° West.



Bob Vroman
County Assessor

DEPARTMENT OF ASSESSMENT AND TAXATION

Development Services Building
150 Beaver Creek Road | Oregon City, OR 97045

CERTIFICATE OF TAXES PAID

RE: Property Tax Account #00529814

Assessor's Map #2 2E 20, Tax Lot 00503

Situs: 15941 Agnes Avenue - Oregon City, Oregon

As of this date, all taxes, fees, assessment or other charges as provided by Oregon Revised Statute 311.411 on the parcel referenced above have been paid in full.

Payer: n/a - Parcel has been exempt from property tax exemption pursuant to ORS 307.090
beginning with the 1985-1986 tax year.

Amount Paid: \$ _____

Date Paid: _____

Assessor/Deputy

July 24, 2017

Date





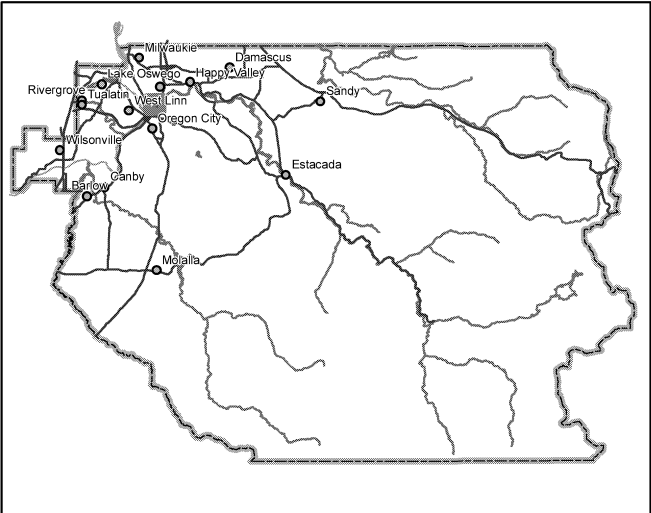
2 2 E 20
GLADSTONE

SECTION 20 T.2S. R.2E. W.M.
CLACKAMAS COUNTY
1" = 400'

D. L. C.
PETER M. RINEARSON NO. 41
HIRAM STRAIGHT NO. 42
FENDAL C. CASON NO. 50 *Cancelled Taxlots*

- 101
- 501
- 500
- 102
- 100
- 100E1
- 502
- 900
- 1000
- 400M1
- 401M1
- 401E1
- 400E1
- 401A1
- 700
- 700A1
- 590U1
- 590U2
- 591U1
- 591U2

- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY



2 2 E 20
GLADSTONE

This map was prepared for assessment purpose only.

SECTION 20 T.2S. R.2E. W.M.
CLACKAMAS COUNTY

1" = 100'

2 2E 20
SUPPLEMENTAL I

8200

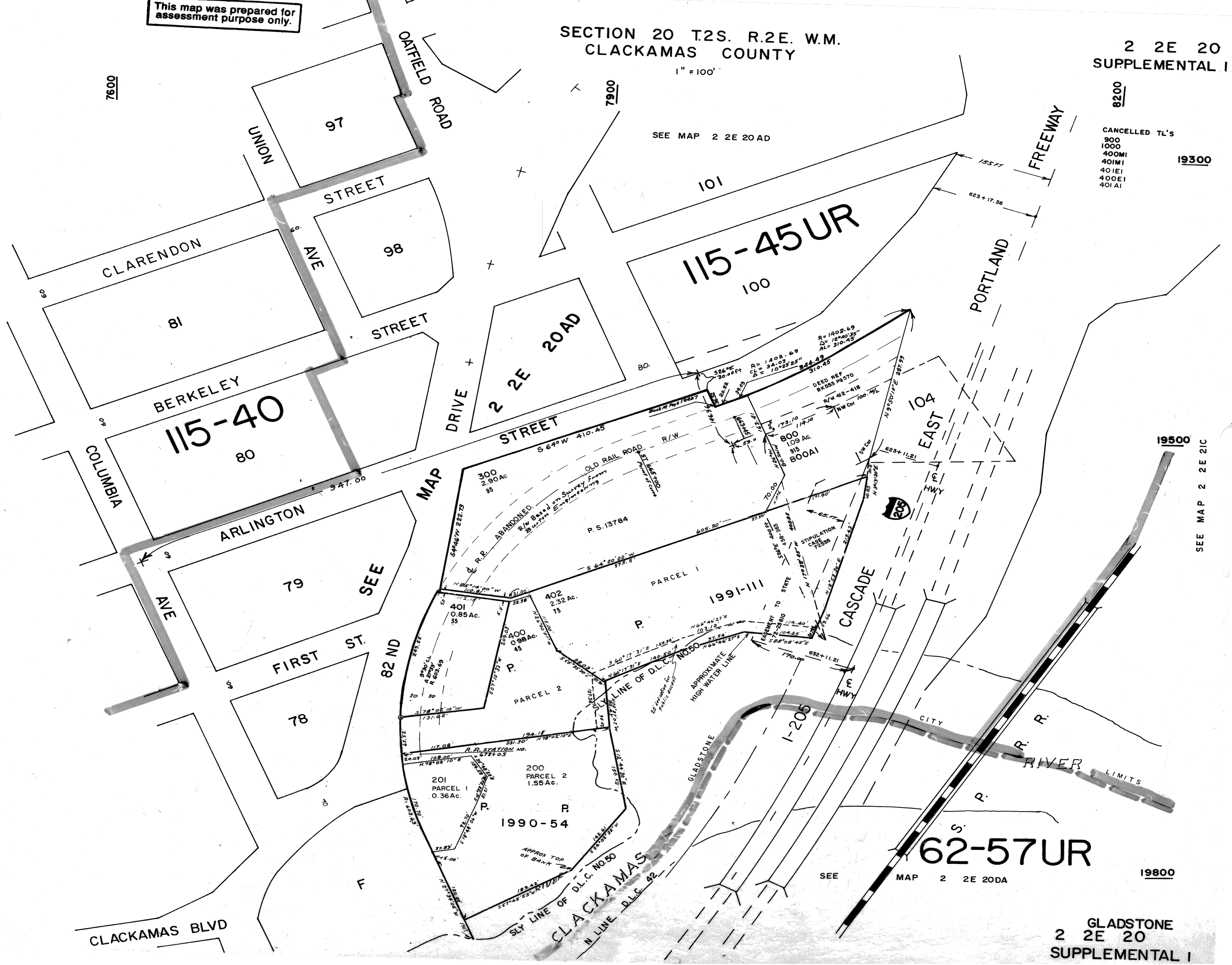
CANCELLED TL'S
900
1000
400MI
401MI
401EI
400EI
401AI

19300

SEE MAP 2 2E 21C

19800

GLADSTONE
2 2E 20
SUPPLEMENTAL I



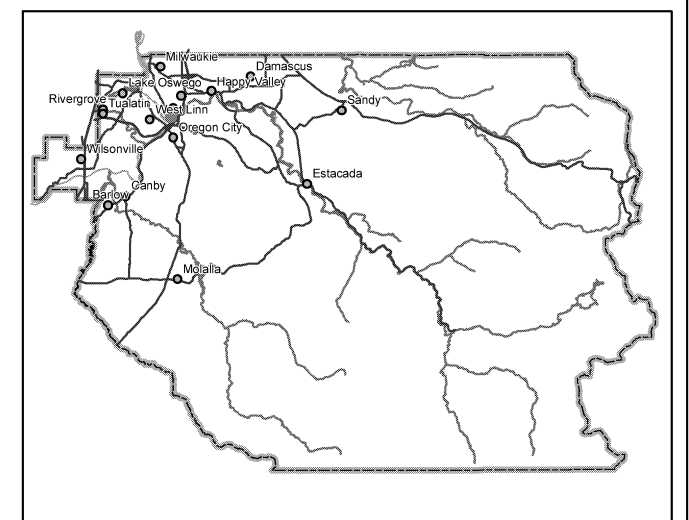
2 2 E 20
SUPPLEMENTAL 2
SUPPLEMENTAL MAP NO. 2
SEC.20 T.2S. R.2E. W.M.
CLACKAMAS COUNTY
1" = 100'

D.L.C.
PETER M. RINEARSONNO 41

Cancelled Taxlots

1600
1300A1
600
601
602

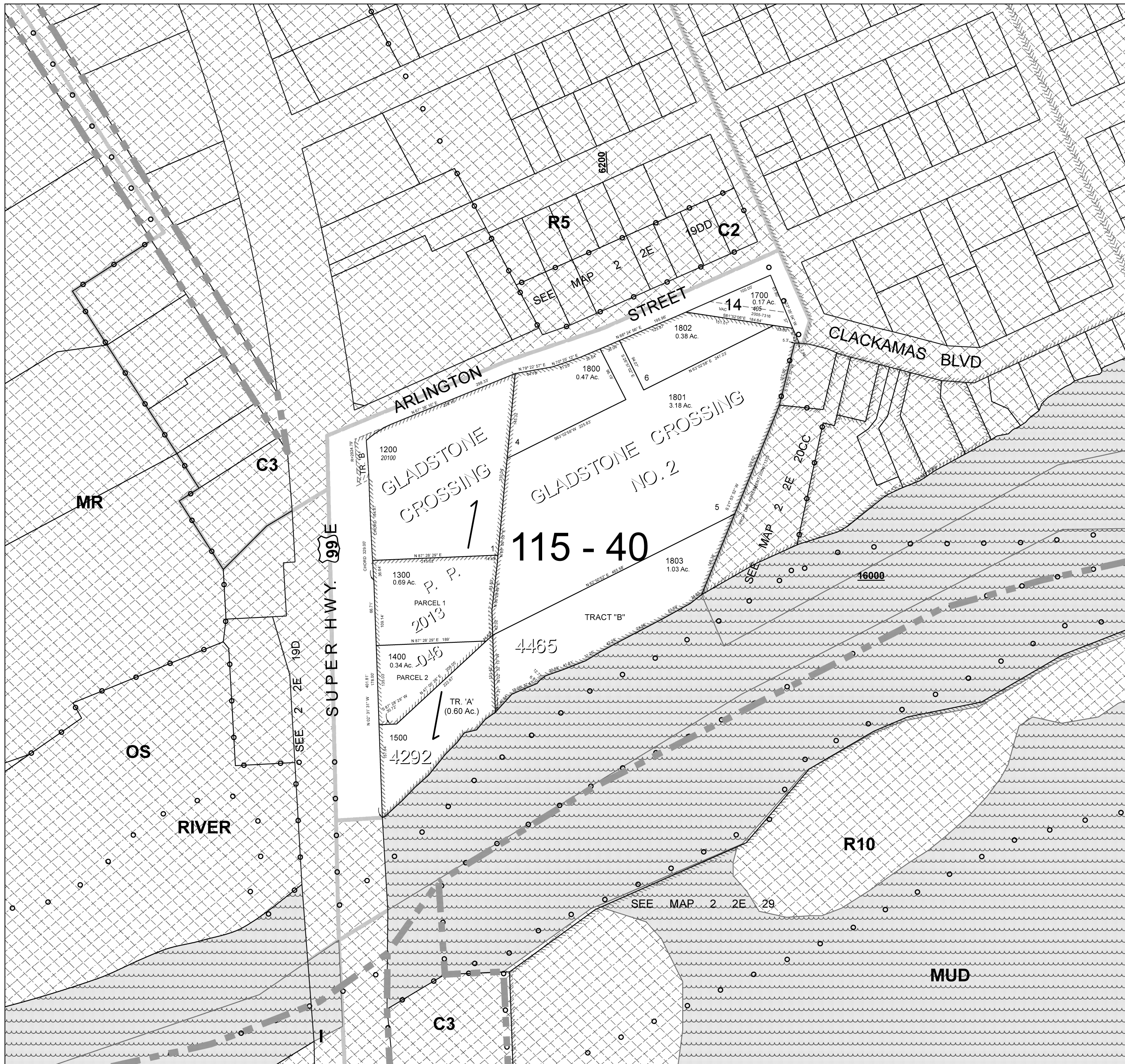
- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY

10/17/2016

2 2 E 20
SUPPLEMENTAL 2



Property Detail Report

16300 Agnes Ave, Oregon City, OR 97045-1069

APN: 00560048

Clackamas County Data as of: 10/11/2018

Owner Information

Owner Name: Cherry City Holding LLC
Vesting: Corporation
Mailing Address: 55955 Hashknife Rd, Bend, OR 97707-2349

Location Information

| | | | |
|--------------------|---|-----------------------|--------------------------------|
| Legal Description: | Section 29 Township 2S Range 2E Tax Lot 01507 | County: | Clackamas, OR |
| APN: | 00560048 | Alternate APN: | 22E29 01507 |
| Munic / Twnshp: | | Census Tract / Block: | 022301 / 2055 |
| Subdivision: | | Legal Lot / Block: | 1507 / |
| Neighborhood: | Oregon City | Legal Book / Page: | |
| Elementary School: | Jennings Lodge Ele... | School District: | Oregon City School District 62 |
| | | Middle School: | Gardiner Middle Sc... |
| | | High School: | Oregon City High S... |

Last Transfer / Conveyance - Current Owner

| | | | | | |
|----------------------|-------------------------|--------------|------------------------|-----------------|------------|
| Transfer / Rec Date: | 11/13/2009 / 11/01/2009 | Price: | | Transfer Doc #: | 2009.80116 |
| Buyer Name: | Cherry City Holding LLC | Seller Name: | Owner Name Unavailable | Deed Type: | Deed |

Last Market Sale

| | | | | | |
|---------------------|--|----------------------|--|-------------------|-----|
| Sale / Rec Date: | | Sale Price / Type: | | Deed Type: | |
| Multi / Split Sale: | | Price / Sq. Ft.: | | New Construction: | |
| 1st Mtg Amt / Type: | | 1st Mtg Rate / Type: | | 1st Mtg Doc #: | N/A |
| 2nd Mtg Amt / Type: | | 2nd Mtg Rate / Type: | | Sale Doc #: | N/A |
| Seller Name: | | | | | |
| Lender: | | | | | |
| Title Company: | | | | | |

Prior Sale Information

| | | | | | |
|---------------------|--|----------------------|--|-------------------|-----|
| Sale / Rec Date: | | Sale Price / Type: | | Prior Deed Type: | |
| 1st Mtg Amt / Type: | | 1st Mtg Rate / Type: | | Prior Sale Doc #: | N/A |
| Prior Lender: | | | | | |

Property Characteristics

| | | | |
|--------------------|--------------------|-------------------|------|
| Gross Living Area: | Total Rooms: | Year Built / Eff: | 1968 |
| Living Area: | Bedrooms: | Stories: | |
| Total Adj. Area: | Baths (F / H): | Parking Type: | |
| Above Grade: | Pool: | Garage #: | |
| Basement Area: | Fireplace: | Garage Area: | |
| Style: | Cooling: | Porch Type: | |
| Foundation: | Heating: | Patio Type: | |
| Quality: | Exterior Wall: | Roof Type: | |
| Condition: | Construction Type: | Roof Material: | |

Site Information

| | | | | | |
|------------------|--------------------------------------|--------------------|----------------|---------------------|------------|
| Land Use: | Office Building | Lot Area: | 68,825 Sq. Ft. | Zoning: | MUD |
| State Use: | | Lot Width / Depth: | | # of Buildings: | 1 |
| County Use: | 201 - Commercial Property Improved | Usable Lot: | | Res / Comm Units: | |
| Site Influence: | | Acres: | 1.58 | Water / Sewer Type: | |
| Flood Zone Code: | X | Flood Map #: | 41005C0276D | Flood Map Date: | 06/17/2008 |
| Community Name: | Clackamas County Unincorporated Area | Flood Panel #: | 0276D | Inside SFHA: | False |

Tax Information

| | | | | | |
|----------------|------------|--------------------|-----------|---------------------|-------------|
| Assessed Year: | 2017 | Assessed Value: | \$182,892 | Market Total Value: | \$1,186,875 |
| Tax Year: | 2017 | Land Value: | | Market Land Value: | \$1,122,655 |
| Tax Area: | 062-057 | Improvement Value: | | Market Imprv Value: | \$64,220 |
| Property Tax: | \$3,272.65 | Improved %: | | Market Imprv %: | 5.41% |
| Exemption: | | Delinquent Year: | | | |

Current Owner: Cherry City Holding LLC

Vesting: Corporation

2009 - Present

| CONVEYANCES | | | | | | | | |
|-------------|------------|----------|-------|------|---------------|-------------------------|------------------------|------------|
| Date | Rec Date | Verified | Price | Type | Title Company | Buyer | Seller | Document # |
| 11/13/2009 | 11/01/2009 | | | | | Cherry City Holding LLC | Owner Name Unavailable | 2009.80116 |

Disclaimer: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

EOB

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



KAF, Inc.

P.O. Box 4807

Sunriver, Oregon 97707

Grantor's Name and Address

Cherry City Holding, LLC

55955 Hashknife Rd.

Bend, Oregon 97707

Grantee's Name and Address

After recording, return to (Name, Address, Zip):

Cherry City Holding, LLC

55955 Hashknife Rd.

Bend, Oregon 97707

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Cherry City Holding, LLC

55955 Hashknife Rd.

Bend, Oregon 97707

STATE OF OREGON,

County of _____

} ss.

I certify that the within instrument was
received for record on _____,
at _____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page _____

Clackamas County Official Records
Sherry Hall, County Clerk

2009-080116



01359129200900801160020020

\$52.00

11/18/2009 11:17:37 AM

D-D Cnt=1 Stn=9 DIANNAW
\$10.00 \$10.00 \$16.00 \$16.00

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that KAF, Inc.

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto
Cherry City Holding, LLC, an Oregon Limited Liability Company
hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Clackamas County, State of Oregon, described as follows, to-wit:

See Exhibit "A" attached hereto.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ Ø. ① However, the actual consideration consists of or includes other property or value given or promised which is ☐ part of the ☒ the whole (indicate which) consideration. ① (The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument on November 13, 2009; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Kathryn Baker, Pres.
Kathryn Baker, President

STATE OF OREGON, County of Deschutes

) ss.

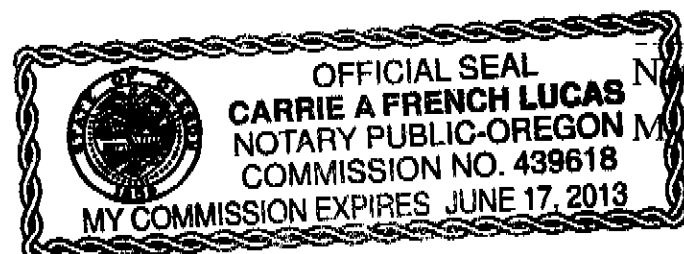
This instrument was acknowledged before me on November 16, 2009by Kathryn Baker

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Carrie A. French Lucas
Notary Public for Oregon
commission expires 6/17/2013

EXHIBIT "A"

PARCEL I:

A tract of land in Section 29, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, Clackamas County, Oregon, within the Hiram Straight Donation Land Claim, described as follows:

Beginning at a point on the Southeasterly right of way line of the Portland Traction Company Railroad, said point being 1618.76 feet South and 1310.92 feet West of the North quarter corner of said section; thence, at right angles to said right of way, South $68^{\circ}24'$ East 156.16 feet to the Westerly line of a proposed 50.00 foot access road; thence, along said access road, South $29^{\circ}17'$ West 36.03 feet and South $35^{\circ}27'30''$ West 298.31 feet, and along the arc of an 82.28 foot radius curve to the right, through a central angle of $76^{\circ}08'30''$, an arc length of 109.34 feet to a point of tangency and the Southeasterly line of said railroad; thence North $21^{\circ}36'$ East 387.90 feet to the place of beginning.

PARCEL II:

Part of the Northwest quarter of Section 29, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, Clackamas County, Oregon, within the Hiram Straight Donation Land Claim, described as follows:

Beginning at a 1/2" iron pipe at the Northwesterly corner of a tract of land first described from courses of a survey recorded as P.S. 6977, Clackamas County Surveyor's Office, and identified as a J.C. Penney Warehouse site, said iron pipe being South 1618.76 feet and West 1310.92 feet from the North quarter corner of said section; thence North $21^{\circ}36'$ East, along the Easterly right of way line of the Portland Traction Company Railroad, 378.0 feet to an iron pipe; thence, at right angles to said railroad, South $68^{\circ}24'$ East 207.12 feet to an iron pipe; thence South $29^{\circ}16'50''$ West 381.4 feet to an iron pipe at the most Easterly corner of said J.C. Penney site; thence North $68^{\circ}24'$ West 156.15 feet to the place of beginning.

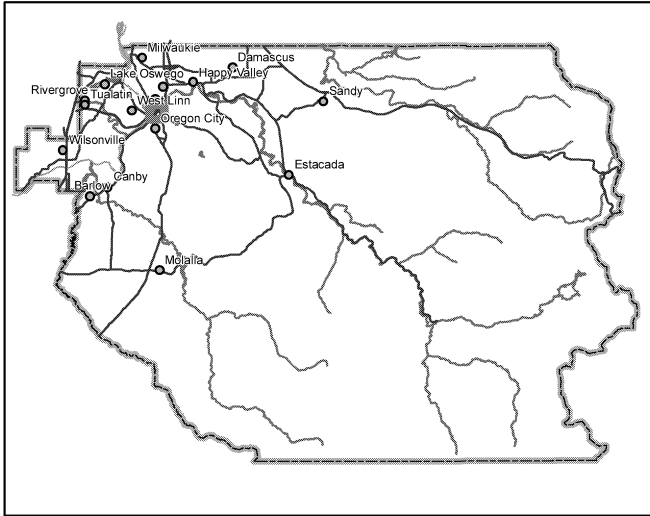
SECTION 29 T.2S. R.2E. W.M.
CLACKAMAS COUNTY
1" = 400'

D. L. C.
OREGON CITY CLAIM (UNRECORDED)
HIRAM STRAIGHT NO.42
EZRA FISHER NO.44
GEORGE ABERNETHY NO.58

Cancelled Taxlots

| | |
|--------|--------|
| 1100 | 1601 |
| 201 | 1900A1 |
| 1300 | 3080 |
| 2200 | 3090 |
| 2500 | 3190 |
| 2600 | 3290 |
| 401 | 3390 |
| 500 | 3490 |
| 600 | 3690 |
| 700 | 3790 |
| 901 | 2900A1 |
| 991 | 1501A1 |
| 1401 | 202A2 |
| 1502 | 1900 |
| 2001 | 202A1 |
| 2201 | 202A1 |
| 2301 | 1403T1 |
| 2400 | |
| 903 | |
| 300 | |
| 1900A2 | |
| 100 | |
| 1800A2 | |
| 490 | |
| 2101 | |
| 1600U1 | |
| 1600 | |
| 1600U2 | |
| 2000U1 | |
| 2000 | |
| 2000U2 | |
| 1593 | |
| 1509A1 | |
| 900E1 | |
| 900 | |
| 980 | |
| 1511 | |
| 1503A1 | |
| 1503 | |
| 1200A1 | |
| 200A1 | |
| 200A2 | |
| 290 | |
| 970 | |
| 970E1 | |
| 970E2 | |
| 1503A2 | |
| 900A1 | |
| 900A2 | |
| 900E2 | |
| 1800A1 | |
| 1500 | |
| 1503A3 | |
| 1505 | |
| 1508 | |

- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY



Property Detail Report

16320 Agnes Ave, Oregon City, OR 97045-1069

APN: 00560039

Clackamas County Data as of: 10/11/2018

Owner Information

Owner Name: Cherry City Holding LLC
Vesting: Corporation
Mailing Address: 55955 Hashknife Rd, Bend, OR 97707-2349

Location Information

| | | | |
|--------------------|---|-----------------------|--------------------------------|
| Legal Description: | Section 29 Township 2S Range 2E Tax Lot 01506 | County: | Clackamas, OR |
| APN: | 00560039 | Alternate APN: | 22E29 01506 |
| Munic / Twnshp: | | Census Tract / Block: | 022301 / 2055 |
| Subdivision: | | Legal Lot / Block: | 1506 / |
| Neighborhood: | Oregon City | Legal Book / Page: | |
| Elementary School: | Jennings Lodge Ele... | School District: | Oregon City School District 62 |
| | | Middle School: | Gardiner Middle Sc... |
| | | High School: | Oregon City High S... |

Last Transfer / Conveyance - Current Owner

| | | | | | |
|----------------------|-------------------------|--------------|---------|-----------------|------------|
| Transfer / Rec Date: | 11/13/2009 / 11/18/2009 | Price: | | Transfer Doc #: | 2009.80116 |
| Buyer Name: | Cherry City Holding LLC | Seller Name: | Kaf Inc | Deed Type: | Deed |

Last Market Sale

| | | | | | |
|---------------------|--|----------------------|--|-------------------|-----|
| Sale / Rec Date: | | Sale Price / Type: | | Deed Type: | |
| Multi / Split Sale: | | Price / Sq. Ft.: | | New Construction: | |
| 1st Mtg Amt / Type: | | 1st Mtg Rate / Type: | | 1st Mtg Doc #: | N/A |
| 2nd Mtg Amt / Type: | | 2nd Mtg Rate / Type: | | Sale Doc #: | N/A |
| Seller Name: | | | | | |
| Lender: | | | | | |
| Title Company: | | | | | |

Prior Sale Information

| | | | | | |
|---------------------|--|----------------------|--|-------------------|-----|
| Sale / Rec Date: | | Sale Price / Type: | | Prior Deed Type: | |
| 1st Mtg Amt / Type: | | 1st Mtg Rate / Type: | | Prior Sale Doc #: | N/A |
| Prior Lender: | | | | | |

Property Characteristics

| | | | |
|--------------------|--------------------|-------------------|------|
| Gross Living Area: | Total Rooms: | Year Built / Eff: | 1968 |
| Living Area: | Bedrooms: | Stories: | |
| Total Adj. Area: | Baths (F / H): | Parking Type: | |
| Above Grade: | Pool: | Garage #: | |
| Basement Area: | Fireplace: | Garage Area: | |
| Style: | Cooling: | Porch Type: | |
| Foundation: | Heating: | Patio Type: | |
| Quality: | Exterior Wall: | Roof Type: | |
| Condition: | Construction Type: | Roof Material: | |

Site Information

| | | | | | |
|------------------|--------------------------------------|--------------------|----------------|---------------------|------------|
| Land Use: | Office Building | Lot Area: | 42,689 Sq. Ft. | Zoning: | MUD |
| State Use: | | Lot Width / Depth: | | # of Buildings: | 1 |
| County Use: | 201 - Commercial Property Improved | Usable Lot: | | Res / Comm Units: | |
| Site Influence: | | Acres: | 0.98 | Water / Sewer Type: | |
| Flood Zone Code: | Ae | Flood Map #: | 41005C0276D | Flood Map Date: | 06/17/2008 |
| Community Name: | Clackamas County Unincorporated Area | Flood Panel #: | 0276D | Inside SFHA: | True |

Tax Information

| | | | | | |
|----------------|------------|--------------------|-----------|---------------------|-------------|
| Assessed Year: | 2017 | Assessed Value: | \$402,677 | Market Total Value: | \$1,008,372 |
| Tax Year: | 2017 | Land Value: | | Market Land Value: | \$925,542 |
| Tax Area: | 062-057 | Improvement Value: | | Market Imprv Value: | \$82,830 |
| Property Tax: | \$7,205.46 | Improved %: | | Market Imprv %: | 8.21% |
| Exemption: | | Delinquent Year: | | | |

Current Owner: Cherry City Holding LLC

Vesting: Corporation

2009 - Present

| CONVEYANCES | | | | | | | | | |
|-------------|------------|----------|-------|------|---------------|-------------------------|---------|------------|--|
| Date | Rec Date | Verified | Price | Type | Title Company | Buyer | Seller | Document # | |
| 11/13/2009 | 11/18/2009 | | | | | Cherry City Holding LLC | Kaf Inc | 2009.80116 | |

Disclaimer: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

EOB

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



KAF, Inc.

P.O. Box 4807

Sunriver, Oregon 97707

Grantor's Name and Address

Cherry City Holding, LLC

55955 Hashknife Rd.

Bend, Oregon 97707

Grantee's Name and Address

After recording, return to (Name, Address, Zip):

Cherry City Holding, LLC

55955 Hashknife Rd.

Bend, Oregon 97707

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Cherry City Holding, LLC

55955 Hashknife Rd.

Bend, Oregon 97707

STATE OF OREGON,

County of _____

} ss.

I certify that the within instrument was
received for record on _____,
at _____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page _____

Clackamas County Official Records
Sherry Hall, County Clerk

2009-080116



01359129200900801160020020

\$52.00

11/18/2009 11:17:37 AM

D-D Cnt=1 Stn=9 DIANNAW
\$10.00 \$10.00 \$16.00 \$16.00

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that KAF, Inc.

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto
Cherry City Holding, LLC, an Oregon Limited Liability Company
hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Clackamas County, State of Oregon, described as follows, to-wit:

See Exhibit "A" attached hereto.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ Ø. ① However, the actual consideration consists of or includes other property or value given or promised which is ☐ part of the ☒ the whole (indicate which) consideration. ① (The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument on November 13, 2009; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Kathryn Baker, Pres
Kathryn Baker, President

STATE OF OREGON, County of Deschutes

) ss.

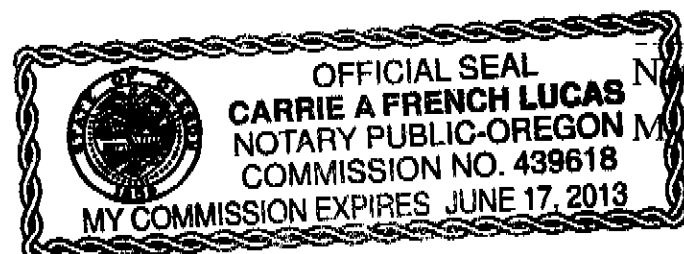
This instrument was acknowledged before me on November 16, 2009by Kathryn Baker

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Carrie A. French Lucas
Notary Public for Oregon
commission expires 6/17/2013

EXHIBIT "A"

PARCEL I:

A tract of land in Section 29, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, Clackamas County, Oregon, within the Hiram Straight Donation Land Claim, described as follows:

Beginning at a point on the Southeasterly right of way line of the Portland Traction Company Railroad, said point being 1618.76 feet South and 1310.92 feet West of the North quarter corner of said section; thence, at right angles to said right of way, South $68^{\circ}24'$ East 156.16 feet to the Westerly line of a proposed 50.00 foot access road; thence, along said access road, South $29^{\circ}17'$ West 36.03 feet and South $35^{\circ}27'30''$ West 298.31 feet, and along the arc of an 82.28 foot radius curve to the right, through a central angle of $76^{\circ}08'30''$, an arc length of 109.34 feet to a point of tangency and the Southeasterly line of said railroad; thence North $21^{\circ}36'$ East 387.90 feet to the place of beginning.

PARCEL II:

Part of the Northwest quarter of Section 29, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, Clackamas County, Oregon, within the Hiram Straight Donation Land Claim, described as follows:

Beginning at a 1/2" iron pipe at the Northwesterly corner of a tract of land first described from courses of a survey recorded as P.S. 6977, Clackamas County Surveyor's Office, and identified as a J.C. Penney Warehouse site, said iron pipe being South 1618.76 feet and West 1310.92 feet from the North quarter corner of said section; thence North $21^{\circ}36'$ East, along the Easterly right of way line of the Portland Traction Company Railroad, 378.0 feet to an iron pipe; thence, at right angles to said railroad, South $68^{\circ}24'$ East 207.12 feet to an iron pipe; thence South $29^{\circ}16'50''$ West 381.4 feet to an iron pipe at the most Easterly corner of said J.C. Penney site; thence North $68^{\circ}24'$ West 156.15 feet to the place of beginning.

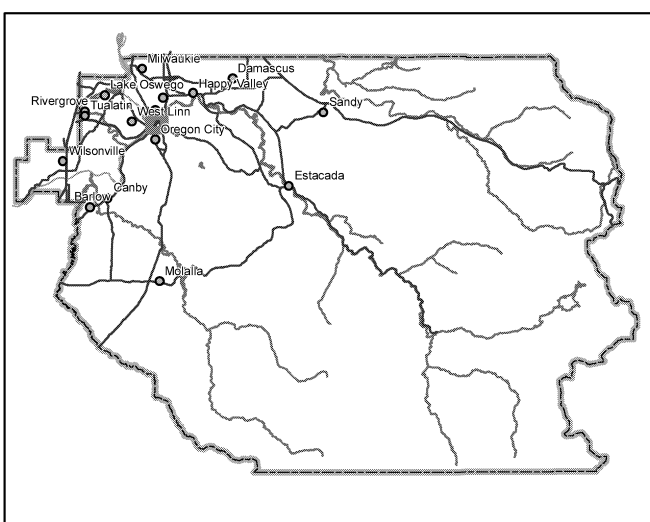
SECTION 29 T.2S. R.2E. W.M.
CLACKAMAS COUNTY
1" = 400'

D. L. C.
OREGON CITY CLAIM (UNRECORDED)
HIRAM STRAIGHT NO.42
EZRA FISHER NO.44
GEORGE ABERNETHY NO.58

Cancelled Taxlots

| | |
|--------|--------|
| 1100 | 1601 |
| 201 | 1900A1 |
| 1300 | 3080 |
| 2200 | 3090 |
| 2500 | 3190 |
| 2600 | 3290 |
| 401 | 3390 |
| 500 | 3490 |
| 600 | 3690 |
| 700 | 3790 |
| 901 | 2900A1 |
| 991 | 1501A1 |
| 1401 | 202A2 |
| 1502 | 1900 |
| 2001 | 202A1 |
| 2201 | 202A1 |
| 2301 | 1403T1 |
| 2400 | |
| 903 | |
| 300 | |
| 1900A2 | |
| 100 | |
| 1800A2 | |
| 490 | |
| 2101 | |
| 1600U1 | |
| 1600 | |
| 1600U2 | |
| 2000U1 | |
| 2000 | |
| 2000U2 | |
| 1593 | |
| 1509A1 | |
| 900E1 | |
| 900 | |
| 980 | |
| 1511 | |
| 1503A1 | |
| 1503 | |
| 1200A1 | |
| 200A1 | |
| 200A2 | |
| 290 | |
| 970 | |
| 970E1 | |
| 970E2 | |
| 1503A2 | |
| 900A1 | |
| 900A2 | |
| 900E2 | |
| 1800A1 | |
| 1500 | |
| 1503A3 | |
| 1505 | |
| 1508 | |

- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY

