April 30, 2024

City of Tualatin Planning Commission 18880 SW Martinazzi Ave, Tualatin, OR 97062

Subject:

Property Owner Letter of Authorization

Dear Tualatin Planning Commission:

Life Front 2, LLC, an Oregon limited liability company ("**Life Front**"), owns the real property located at 9700 SW Tualatin Rd., Oregon 97062, and LU QBF II, LLC, an Oregon limited liability company ("**Lu Pacific**"), owns the real property located at 9975 and 9905 SW Herman Rd., Oregon 97062.

Life Front and Lu Pacific desire to effect a property line adjustment between the abovementioned properties that also requires a plan map amendment. Both Life Front and Lu Pacific authorize Miller Nash LLP to complete and submit a plan map amendment on their behalf.

Life Front 2, LLC

Contact information for Miller Nash LLP is as follows:

Miller Nash LLP c/o Max Forer 1140 SW Washington St., Ste. 700 Portland, Oregon 97205

Telephone: (503) 224-5858

E-mail: max.forer@millernash.com

Sincerely,

LU OBF II, LLC

	and the state of t	
Slo	Ben Kib	
Name:Peter Lu	Name: Benjamin Kilo	
Title: Jwww	Title: Owner	
Date: 5/2/24	Date:5/2/24	

## **Exhibit C**

## **Proof of Ownership – Title Report**

## **Property Detail Report**

### 9700 SW Tualatin Rd. Tualatin. OR 97062-9407

APN: R531552

**Owner Information** 

Owner Name: Life Front 2 LLC

Vesting:

Mailing Address: 3015 NE 44th Ave, Portland, OR 97213-1112 Occupancy: Absentee Owner

**Location Information** 

Legal Description: Acres 4.39 R531552 APN:

Munic / Twnshp:

Alternate APN: Twnshp-Rng-Sec: 2S123BA03200 02S-01W-23

County: Washington, OR Census Tract / Block: 032001 / 2013 Legal Lot / Block:

Washington County Data as of: 04/21/2023

Tract #: Legal Book / Page: Subdivision: Tigard-Tualatin School District 23J

Neighborhood: School District: Elementary School: Middle School: Tualatin Elementar...

Hazelbrook Middle... -122.77789

Tualatin High Scho...

Latitude: 45.38733 Longitude:

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: Price: Buyer Name: Seller Name: Transfer Doc #: Deed Type:

High School:

**Last Market Sale** 

Sale / Rec Date: Multi / Split Sale: 1st Mtg Amt / Type: 2nd Mtg Amt / Type: Seller Name:

Sale Price / Type: Price / Sq. Ft.: 1st Mtg Rate / Type: 2nd Mtg Rate / Type:

Deed Type: New Construction: 1st Mtg Doc #: Sale Doc #:

N/A N/A

Title Company:

**Prior Sale Information** 

Sale / Rec Date: 1st Mtg Amt / Type: Prior Lender:

Lender:

Sale Price / Type: 1st Mtg Rate / Type: Prior Deed Type: Prior Sale Doc #:

N/A

**Property Characteristics** 

Gross Living Area: Living Area: Total Adi. Area:

Above Grade:

Foundation:

Style:

Quality:

Condition:

Basement Area:

400 Sq. Ft. 400 Sq. Ft. 400 Sa. Ft. Total Rooms: Bedrooms: Baths (F / H): Pool:

Fireplace:

Cooling:

Heating:

Exterior Wall:

Construction Type:

0

Year Built / Eff: Stories: Parking Type: Garage #: Garage Area: Porch Type:

Patio Type: Roof Type: Roof Material:

**Site Information** 

Land Use: State Use: Mobile Home Park

Lot Area: Lot Width / Depth: 191,228 Sq. Ft.

Zoning: RML # of Buildings: 1

County Use:

7070 - Manufactured Home Park

Usable Lot:

Assessed Value:

Res / Comm Units:

Site Influence: Ae

Acres: Flood Map #:

4.39 41067C0544E

Water / Sewer Type: Flood Map Date:

Market Total Value:

11/04/2016

Community Name: City Of Tualatin Flood Panel #: 0544E Inside SFHA: True

**Tax Information** 

Flood Zone Code:

Assessed Year: 2023 Tax Year: 2022 Tax Area: 023.76 Property Tax: \$25,359.25

Land Value: Improvement Value: Improved %:

\$1,508,410

Market Land Value: Market Imprv Value: 39.42%

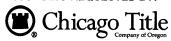
\$4.638.160 \$2,809,660 \$1,828,500

Market Imprv %: 39.42%

Exemption: Delinquent Year: **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.

School information is copyrighted and provided by GreatSchools.org.

#### RECORDING REQUESTED BY:



1211 SW Fifth Ave., Ste 2130 Portland, OR 97204

AFTER RECORDING RETURN TO:

Order No.: 472520007426-WG

Life Front 2, LLC, an Oregon limited liability company

3015 NE 44th Avenue Portland, OR 97213

SEND TAX STATEMENTS TO:

Life Front 2, LLC, an Oregon limited liability company 3015 NE 44th Avenue

Portland, OR 97213

APN: R531552 Map: 2S123BA03200 Washington County, Oregon

2020-119069

D-DW

11/23/2020 01:36:49 PM

Stn=16 M LOPEZ 11/23/2020 01 \$20.00 \$11.00 \$5.00 \$60.00 \$3,900.00

3.996.0

I, Margaret Garza, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Margaret Garza, Director of Assessment and Taxation, Ex-Officio County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### STATUTORY WARRANTY DEED

Willow Glen MHP, LLC, an Oregon limited liability company, Grantor, conveys and warrants to Life Front 2, LLC, an Oregon limited liability company, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Washington, State of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS THREE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,900,000.00). (See ORS 93.030).

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

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.

Deed (Statutory Warranty)
ORD1293.doc / Updated: 04.26.19

Page 1

## STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.
Dated: Nov. 20. 2020
Willow Glen MHP LLC, an Oregon limited liability company
BY: Hung In, Member
BY: A Markov
Jung In, Member  BY:  Yvette Kitt, Member
BY: GERM R CLOT Guem Choi, Member
State of <u>Oregon</u> County of <u>Mu. I thomah</u>
This instrument was acknowledged before me on
Notary Public - State of Oregon  My Commission Expires: 8/30/22  OFFICIAL STAMP  WENDY ALICE GEURIN  NOTARY PUBLIC-OREGON  COMMISSION NO. 978610  MY COMMISSION EXPIRES AUGUST 30, 2022

Deed (Statutory Warranty) ORD1293.doc / Updated: 04.26.19

Page 2

#### **EXHIBIT "A"**

#### **Legal Description**

A tract of land situated in Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, being more particularly described as follows:

Beginning at a point on the West line of that tract as described in Contract to Alex Freadman, et ux, recorded in Book 525, page 541, said point bears South 35° 50' West 993,07 feet from the one-quarter corner to Sections 14 and 23, Township 2 South, Range 1 West of the Willamette Meridian; thence South 2° 10' East along the West line of said Freadman tract, a distance of 186.16 feet; thence continuing along said West line South 17° 10' East 93.95 feet to the center of SW Herman Road (40 feet wide) County Road No. 489 formerly Cipole Road; thence Southwesterly along the center line of said road to a point on the East line of that tract conveyed to James A. Remillard, et ux, by Deed recorded in Book 216, page 69; thence North along the East line of said Remillard tract to the Southeast corner of Lot 3, SIJOTA INDUSTRIAL PARK, a duly recorded subdivision in Washington County; thence East along the South line of those tracts as described in Deeds recorded as Fee No. 85005768 and in Book 436, page 344, to a point on the West line of SW Tualatin Road (50 feet wide); thence Southeasterly along the West line of said road to the Northwest corner of the aforementioned Freadman tract; thence South 2° 10' East along the West line of said Freadman tract, a distance of 75.20 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying within the boundaries of SW Herman Road.

FURTHER EXCEPTING THEREFROM the Southerly 14 feet dedicated for public right of way to the City of Tualatin by instrument recorded June 7, 1990, Recording No. 90-29548 and Recording No. 90-29549.

ALSO EXCEPTING THEREFROM that portion dedicated to the City of Tualatin by instrument recorded October 20, 1999 as Fee No. 99118702 and being more particularly described as follows:

A parcel of land in that tract of real property in Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon and being a portion of that property described in a Deed to Kenneth W. Hick Revocable Trust, recorded in Document No. 88050765 of Washington County Book of Records; the said parcel being more particularly described as follows:

Beginning at a point at the intersection of the North line of that tract of real property described in a Deed to Kenneth W. Hick Revocable Trust, recorded in Document No. 88050765 of Washington County Book of Records, with the Southerly right of way of S.W. Tualatin Road; thence South 89° 52' 42" West along said North line a distance of 15.00 feet; thence South 25° 18' 41" East a distance of 69.78 feet; thence South 34° 42' 19" East a distance of 77.32 feet to the East line of said property; thence North 2° 10' 12" West along said East line a distance of 50.00 feet to the Southerly right of way of S.W. Tualatin Road; thence Northwesterly along said right of way along a 95.80 foot curve to the right having a radius of 383.10 feet through a central angle of 14° 19' 39", the long chord of which bears North 36° 35' 45" West a distance of 95.55 feet to the point of beginning.

Deed (Statutory Warranty)
ORD1293.doc / Updated: 04.26.19

Page 3

## **EXHIBIT "B"**

Exceptions

#### Subject to:

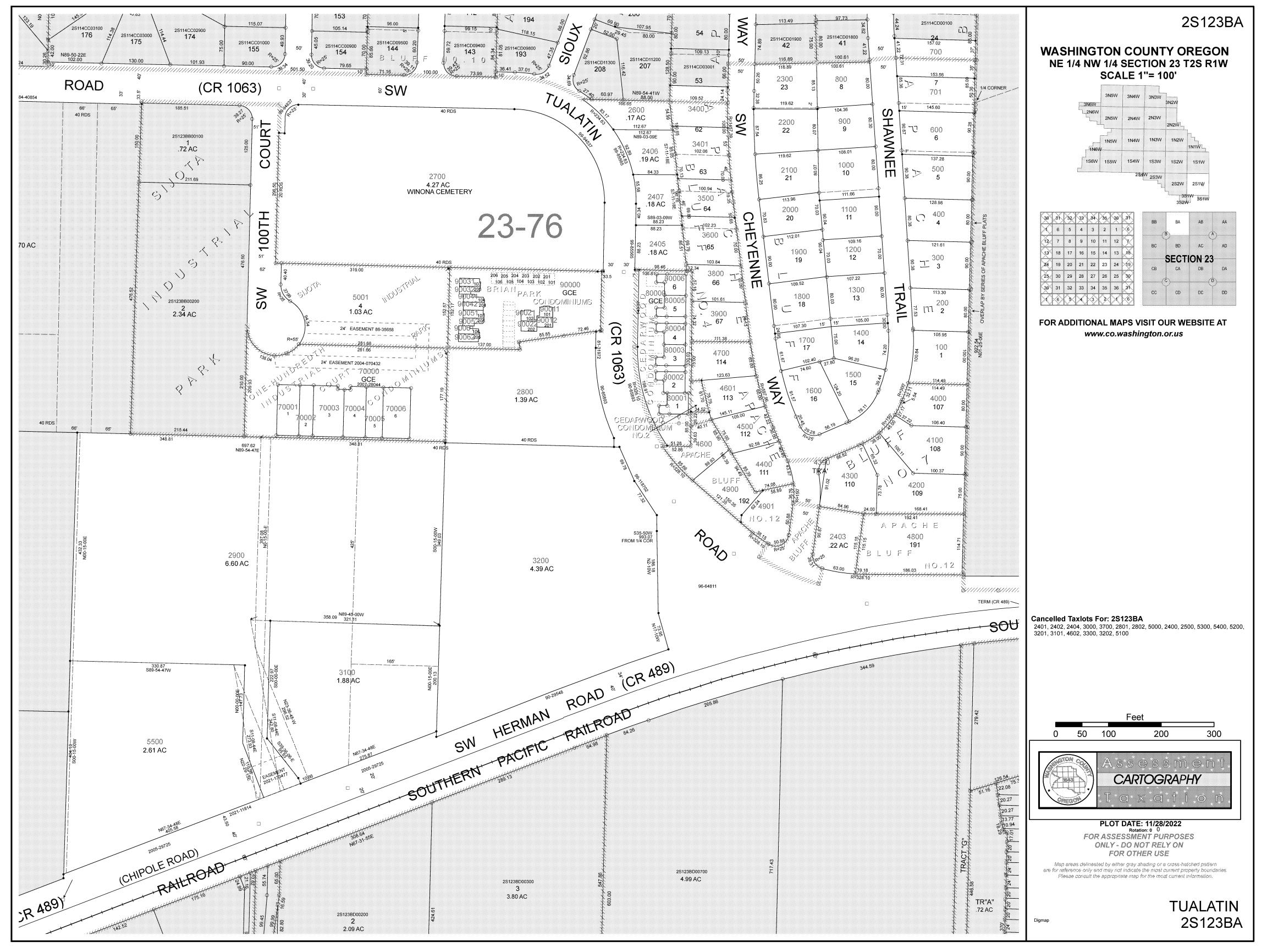
Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Columbia Cable of Oregon, an Oregon Corporation

Purpose: Television cable and incidental purposes

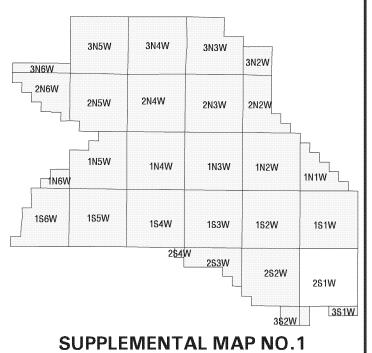
Recording Date: April 23, 1990 Recording No: 90019737

Deed (Statutory Warranty) ORD1293.doc / Updated: 04.26.19

Page 4



2S 1 23BA-S1

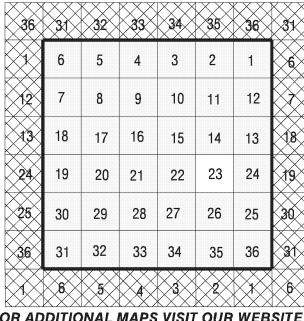


IN

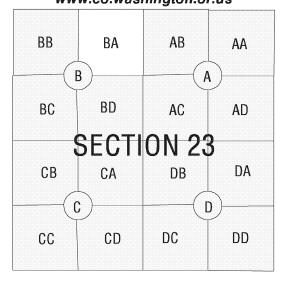
NE1/4 NW1/4 SECTION 23 T2S R1W W.M.

WASHINGTON COUNTY OREGON

SCALE 1" = 30'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.washington.or.us



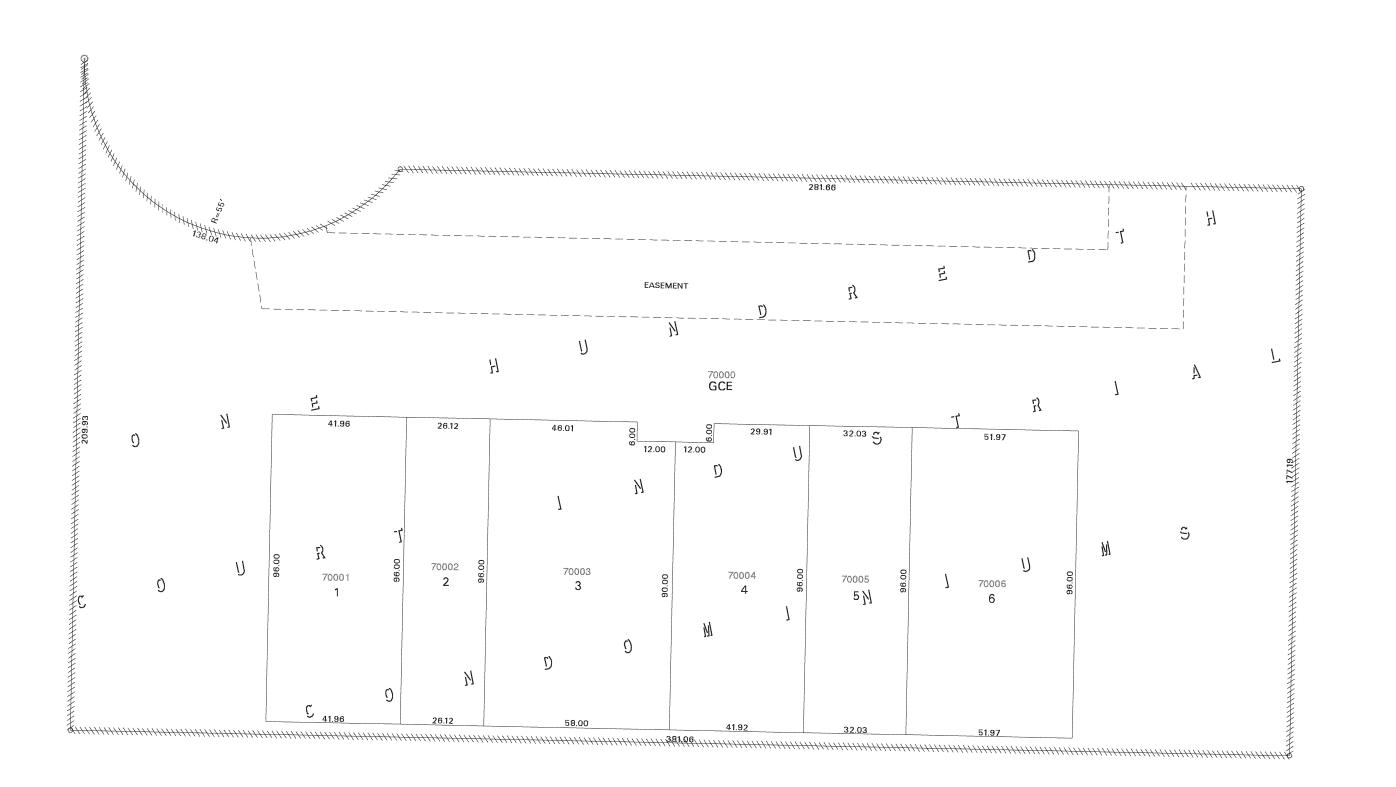


PLOT DATE: October 13, 2006 FOR ASSESSMENT PURPOSES ONLY - DO NOT RELY ON FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

SUPPLEMENTAL MAP NO. 1

2S 1 23BA-S1

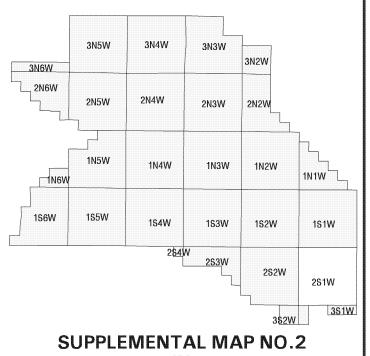


EASEMENT

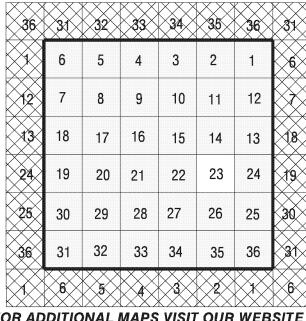
(SEE 2007-28044 FOR AMENDMENT RECINDING A PORTION OF GCE)

5 *|\*|

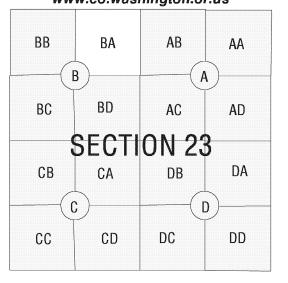
2S 1 23BA-S2

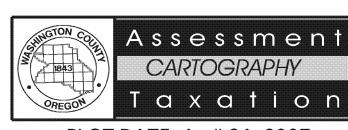


NE1/4 NW1/4 SECTION 23 T2S R1W W.M.
WASHINGTON COUNTY OREGON
SCALE 1" = 30'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.washington.or.us





PLOT DATE: April 24, 2007 FOR ASSESSMENT PURPOSES ONLY - DO NOT RELY ON FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

SUPPLEMENTAL MAP NO. 2 TUALATIN 2S 1 23BA-S2

## **Property Detail Report**

### 9905 SW Herman Rd. Tualatin. OR 97062-7911

APN: R531534

Washington County Data as of: 04/21/2023

O.uman	Inform	anian
Owner	HHOLH	ialion

Lu Qbf II LLC Owner Name:

Vesting: Mailing Address:

Po Box 483, Tualatin, OR 97062-0483

Occupancy:

Legal Lot / Block:

Legal Book / Page:

Unknown

#### **Location Information**

Legal Description: Acres 1.88 R531534 APN:

Munic / Twnshp:

Tualatin

Tualatin & Sherwood Subdivision: Neighborhood: Schumacher Place

Elementary School: Tualatin Elementar... Latitude: 45.38664

Alternate APN: Twnshp-Rng-Sec: Tract #:

02S-01W-23 School District: Middle School:

Tigard-Tualatin School District 23J Hazelbrook Middle... -122.7793

2S123BA03100

High School:

County:

Tualatin High Scho...

Washington, OR

#### Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: Buyer Name:

12/27/2012 / 02/08/2013 Powin Qbf LLC

Price: Seller Name:

Longitude:

Lu Joseph & Mei Y

500.0 / Fixed

Transfer Doc #: Deed Type:

2013.12461 Special Warranty Deed

High Liability Loan

#### **Last Market Sale**

Sale / Rec Date: Multi / Split Sale: 1st Mtg Amt / Type:

Seller Name:

Lender:

10/16/2009 / 11/03/2009

\$3,500,000 / Conventional

2nd Mtg Amt / Type: Jiaren LLC Jiaren LLC

Sale Price / Type: Price / Sq. Ft.:

1st Mtg Rate / Type: 2nd Mtg Rate / Type: \$5,000,000 / Confirmed Deed Type:

New Construction:

1st Mtg Doc #: 2009.96524 Sale Doc #: 2009.96523

Census Tract / Block: 032001 / 2013

Title Company: Lawyers Title

### **Prior Sale Information**

Sale / Rec Date: 1st Mtg Amt / Type: Prior Lender:

Sale Price / Type: 1st Mtg Rate / Type: Prior Deed Type: Prior Sale Doc #:

N/A

## **Property Characteristics**

Gross Living Area: Living Area: Total Adi. Area: Above Grade: Basement Area: Style: Foundation:

Total Rooms: Bedrooms: Baths (F / H): Pool: Fireplace: Cooling: Heating: Exterior Wall: Construction Type:

0

Year Built / Eff: Stories: Parking Type: Garage #: Garage Area: Porch Type: Patio Type: Roof Type: Roof Material:

#### **Site Information**

Land Use: State Use: County Use:

Site Influence:

Flood Zone Code:

Quality:

Condition:

Vacant Land- Industrial 2300 - 2300

City Of Tualatin

Ae

2300 - County Appraised Vacant Industrial Land

Lot Area: Lot Width / Depth:

Flood Panel #:

Acres:

Usable Lot:

1.88 41067C0544E Flood Map #:

81,892 Sq. Ft.

Zoning: # of Buildings: Res / Comm Units:

Water / Sewer Type:

11/04/2016 Flood Map Date: Inside SFHA: True

ML

## Community Name: **Tax Information**

Assessed Year: 2023 Tax Year: 2022 Tax Area: 023.76 Property Tax: Exemption:

Assessed Value: Land Value: Improvement Value: \$5,637.45 Improved %: Delinquent Year:

\$335.320

0544E

Market Total Value: Market Land Value: Market Imprv Value: Market Imprv %:

\$563.830 \$563,830 **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.

School information is copyrighted and provided by GreatSchools.org.

After Recording, return to:

Lu QBF II, LLC PO Box 483 Tualatin, OR 97062

Send Tax Statements to:

Lu OBF II. LLC PO Box 483 Tualatin, OR 97062 Washington County, Oregon 02/04/2022 09:05:06 AM

2022-008851

Cnt=1 Stn=31 RECORDS1 \$20.00 \$5.00 \$11.00 \$60.00 - Total =\$96.00



I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of

records of said county.

Joe Nelson, Director of Assessment and Taxation, Ex-Officio County Clerk

## SPECIAL WARRANTY DEED

LU QBF, LLC, an Oregon Limited Liability Company, hereinafter called "Grantor", hereby conveys and specially warrants to LU QBF II, LLC, an Oregon Limited Liability Company, hereinafter called "Grantee", all of Grantor's interest in and to the following described real properties situated in the County of Washington and State of Oregon free from encumbrances or defects created or suffered by Grantor except as specifically set forth herein below, such properties being more particularly described as follows, to wit:

For legal description see Exhibit "A" attached hereto, incorporated by reference and made a part of this instrument.

TO HAVE AND TO HOLD the same unto said Grantee and Grantees' successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-. However, the actual consideration consists of other property or value given or promised, which is the whole consideration.

This Conveyance is made solely as an adjustment of common boundary between adjoining properties (City of Tualatin Approval Case File No. PLA21-0001, 10005 SW HERMAN RD, Property Line Adjustment).

THE LIABILITY AND OBLIGATIONS OF THE GRANTOR(S) TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS UNDER THE WARRANTIES AND COVENANTS CONTAINED HEREIN OR PROVIDED BY LAW SHALL BE LIMITED TO THE EXTENT OF COVERAGE THAT WOULD BE AVAILABLE TO GRANTOR(S) UNDER A STANDARD POLICY OF TITLE INSURANCE CONTAINING EXCEPTIONS FOR MATTERS OF PUBLIC RECORD. THE LIMITATIONS CONTAINED HEREIN EXPRESSLY DO NOT RELIEVE GRANTOR(S) OF ANY LIABILITY OR OBLIGATIONS UNDER THIS INSTRUMENT, BUT MERELY DEFINE THE SCOPE, NATURE AND AMOUNT OF SUCH LIABILITY OR OBLIGATIONS.

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 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATON 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 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

IN WITNESS WHEREOF the undersigned have executed this instrument this  $\frac{3\gamma_0}{2}$  day of February, 2022

#### GRANTOR:

Lu QBF, LLC, an Oregon Limited Liability Company By its member, Lu Pacific Properties, LLC, an Oregon Limited Liability Company

Peter Lu, Managing Member Danny Lu, Managing Member

STATE OF OREGON SS. County of Washington

7 \_\_\_\_, 2022, personally appeared before me the above-named Peter Lu, as Managing Member of Lu Pacific Properties, LLC, an Oregon limited liability company, Member of Lu QBF, LLC, an Oregon limited liability company.

OFFICIAL STAMP Bradley C Holbrook NOTARY PUBLIC - OREGON COMMISSION NO. 1001750 STATE OF OREGON EXPIRES July 9, 2024

Notary Public for Oregon

SS.

County of Washington

, 2022, personally appeared before me the above-named Danny Lu, as Managing Member of Lu Pacific Properties, LLC, an Oregon limited liability company, Member of Lu QBF, LLC, an

Oregon limited liability company.

OFFICIAL STAMP Bradley C Holbrook NOTARY PUBLIC - OREGON COMMISSION NO. 1001750 MY COMMISSION EXPIRES

Notary Public for Oregon

## EXHIBIT A LEGAL DESCRIPTION

#### Tract 1

A tract of land for Property Line Adjustment purposes in the N.W. 1/4 of Section 23, Township 2 South, Range 1 West, W.M., Washington County, Oregon, described as follows:

Being a portion of Tracts 1, 2 and 3 of that tract of land described in Special Warranty Deed to Lu QBF, LLC, recorded January 8, 2021 as Document No. 2021-003040, Washington County Deed Records, more particularly described as follows:

Beginning at a 5/8" iron rod at the Southwest corner of said Tract 1, thence along the West line of said Lu QBF, LLC tract, North 00°15'00" East, 432.33 feet to a 5/8" iron rod at the Northwest corner of said Parcel 1;

Thence along the North line of said Tract 1, North 89°54'47" East, 697.62 feet to the Northeast corner of said Tract 1, from which point a 5/8" iron rod bears North 07°27'37" East, 0.98 feet;

Thence along the East line of said Lu QBF, LLC tract, South 00°15'00" West, 349.03 feet to a 5/8" iron rod with red plastic cap marked "Weddle Surveying";

Thence leaving said East line along the line common to said Tracts 1 and 3, North 89°45'00" West, 321.11 feet;

Thence South 00°00'00" East, 222.97

feet; Thence South 39°36'06" East,

95.93 feet;

Thence South 22°26'00" East, 10.66 feet to a point 43.50 feet, by perpendicular measure, from the centerline of S.W. Herman Road;

Thence parallel with said centerline, South 67°34'48" West, 74.57 feet;

Thence North 22°29'15" West, 110.56 feet;

Thence North 00°00'00" West, 147.73 feet;

Thence South 89°54'47" West, 330.87 feet to the Point of

Beginning. Containing therein 6.604 acres, more or less.

The Basis of Bearing for this description is per Survey No. 34022, Washington County Survey Records.

#### Tract 3

A tract of land for Property Line Adjustment purposes in the N.W. 1/4 of Section 23, Township 2 South, Range 1 West, W.M., Washington County, Oregon, described as follows:

Being a portion of Tracts 1 and 3 of that tract of land described in Special Warranty Deed to Lu QBF, LLC, recorded January 8, 2021 as Document No. 2021-003040, Washington County Deed Records, more particularly described as follows:

Beginning at a 5/8" iron rod with red plastic cap marked "Weddle Surveying" at the Northeast corner of said Tract 3;

Thence along the North line of said Tract 3, North 89°45'00" West, 321.11 feet;

Thence leaving said North line, South 00°00'00" East, 222.97 feet;

Thence South 39°36'06" East, 95.93 feet;

Thence South 22°26'00" East, 10.66 feet to a point 43.50 feet, by perpendicular measure, from the centerline of S.W. Herman Road;

Thence parallel with said centerline, North 67°34'48" East, 275.87 feet to the East line of said Lu QBF, LLC tract;

Thence along said East line, North 00°15'00" East, 200.13 feet the Point of Beginning.

Containing therein 1.878 acres, more or less.

The Basis of Bearing for this description is per Survey No. 34022, Washington County Survey Records.

6

After Recording, return to:

Dianne L. Haugeberg, Attorney P.O. Box 480 McMinnville, OR 97128

## **Send Tax Statements to:**

Joseph Lu
Powin QBF, LLC
20550 S.W. 115<sup>th</sup> Avenue
Tualatin, OR 97062

Washington County, Oregon
02/08/2013 03:18:02 PM
D-DW Cnt=1 Stn=9

D-DW Cnt=1 Stn=9 D MOON \$15.00 \$5.00 \$11.00 \$15.00 - Total =\$46.00



I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk

he he

2013-012461

## SPECIAL WARRANTY DEED

JOSEPH LU and MEI YI LU, husband and wife, "Grantors", hereby convey and specially warrant to POWIN QBF, LLC, an Oregon Limited Liability Company, "Grantee", all of Grantor's interest in and to the following described real property situate in the County of Washington, State of Oregon, free of encumbrances created or suffered by Grantor and except for matters of public record, to-wit:

See legal description attached hereto as Exhibit A and by this reference incorporated herein.

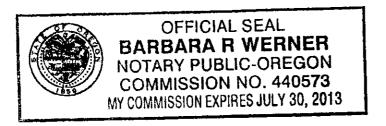
THE LIABILITY AND OBLIGATIONS OF THE GRANTOR(S) TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS UNDER THE WARRANTIES AND COVENANTS CONTAINED HEREIN OR PROVIDED BY LAW SHALL BE LIMITED TO THE EXTENT OF COVERAGE THAT WOULD BE AVAILABLE TO GRANTOR(S) UNDER A STANDARD POLICY OF TITLE INSURANCE CONTAINING EXCEPTIONS FOR MATTERS OF PUBLIC RECORD. THE LIMITATIONS CONTAINED HEREIN EXPRESSLY DO NOT RELIEVE GRANTOR(S) OF ANY LIABILITY OR OBLIGATIONS UNDER THIS INSTRUMENT, BUT MERELY DEFINE THE SCOPE, NATURE AND AMOUNT OF SUCH LIABILITY OR OBLIGATIONS.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-. However, the actual consideration consists of or includes other property or value given or promised which is 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 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATON 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 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

STATE OF OREGON
) ss.
County of Washington
)

On December <u>37</u>, 2012, personally appeared before me the above-named **JOSEPH LU** and **MEI YI Lu**, husband and wife, who acknowledged the within instrument as their true and voluntary act and deed.



Boncon W. Wohl

Notary Public for Oregon

F:\Law\EP\Lu Business Entities\Powin QBF LLC\_Deed

## **EXHIBIT "A"**

## Parcel 1

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc.", which is on the North line of said Hiller tract as described in said Book 319, page 304 which bears South 89° 54' 47" West, 348.81 feet along the North line of said Hiller tracts from a 5/8 inch iron rod marking the Northeast corner of said Book 216, Page 69; thence South 00° 15' 00" West, 397.08 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 23° 36' 48" East, 296.52 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the North right-of-way line of Herman Road (County Road No. 469), a 40.00 foot wide road; thence South 67° 34' 00" West, 50.00 feet along said North right-of-way line to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence leaving said North right-of-way line North 23° 36' 48" West, 278.80 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 89° 54' 47" West, 309.83 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." in the West line of said Hiller tract as described in said Book 319, Page 304; thence along said West line North 00° 15' 00" West, 432.34 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "LS 510 JW CHASE" marking the Northwest corner of said Book 319, Page 304; thence along the North line of said Book 319, page 304, North 89° 54' 47" East, 348.81 feet to the point of beginning.

## Parcel 2

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the West line of said Hiller tract as described in said Book 319, page 304 which bears South 00° 15' 00" West along the West line of said Hiller tract 432.34 feet from the Northwest corner of said tract; thence leaving said West line North 89° 54' 47" East, 309.83 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 23° 36' 48" East, 278.80 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." in the North right-of-way line of Herman Road (County Road No. 419), a 40.00 foot wide road; thence along said North right-of-way line South 67° 34' 00" West, 458.06 feet to the Southwest corner of said Hiller tract; thence along the West line of said Hiller tract North 00° 15' 00" East, 429.79 feet to the point of beginning.

## Parcel 3

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod marking the Northeast corner of said Hiller tract as described in said Book 216, page 69; thence along the East line of said Hiller tract South 00° 15' 00" West, 425.00 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 89° 54' 47" West, 165.00 feet; thence South 00° 15' 00" West, 217.65 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the Northerly right-of-way line of Herman Road (County Road No. 489), a 40.00 foot wide road; thence along said Northerly right-of-way line South 67° 34' 00" West, 69.20 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence leaving said Northerly right-of-way line North 23° 36' 48" West, 296.52 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence North 00° 15' 00" East, 397.08 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the North line of said Book 319, Page 304; thence along said North line and along the North line of Book 216, Page 69, North 89° 54' 47" East, 348.81 feet to the point of beginning.

## Parcel 4

Beginning 40 rods South and 60 rods West of the Northeast corner of the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon; thence 425 feet South to the true place of beginning; thence South 235 feet; thence West 165 feet; thence North 235 feet; thence East 165 feet to the place of beginning.

EXCEPTING THEREFROM any portion of said land lying within the Southern Pacific Railroad right-of-way.

(For informational purposes only, the above description covers: Tax Lot Account No. R2042036, Map: 2S123B-00901; Tax Lot Account No. R531525, Map: 2S123BA-02900; Tax Lot Account No. R531534, Map: 2S123BA-03100; and Tax Lot Account No. R531035, Map: 2S123B-00900.)



## **RECORDATION REQUESTED BY:**

Sterling Savings Bank
Peterkort Commercial Banking Center
9755 SW Barnes Rd Ste 105
Portland, OR 97225

### WHEN RECORDED MAIL TO:

Sterling Savings Bank Loan Support PO Box 2131 Spokane, WA 99210

**SEND TAX NOTICES TO:** 

JOSEPH LU
MEI YI LU
13432 ROGERS ROAD
LAKE OSWEGO, OR 97035

Washington County, Oregon 06/07/2011 11:17:09 AM

D-M Cnt=1 Stn=16 D HOFFMAN \$45.00 \$5.00 \$11.00 \$15.00 - Total = \$76.00

01603554201100407740090094

2011-040774

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **DEED OF TRUST**

THIS DEED OF TRUST is dated June 3, 2011, among JOSEPH LU and MEI YI LU, AS TENANTS BY THE ENTIRETY ("Grantor"); Sterling Savings Bank, whose address is Peterkort Commercial Banking Center, 9755 SW Barnes Rd Ste 105, Portland, OR 97225 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and BRAD WILLIAMS C/O UPF Washington Incorporated, whose address is 910 WEST BOONE AVE, SPOKANE, WA 99201 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated June 3, 2011, in the original principal amount of \$3,000,000.00, from Borrower to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in WASHINGTON County, State of Oregon:

See the exhibit or other description document which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 10005 SW HERMAN RD, TUALATIN, OR 97062. The Real Property tax identification number is R531035; R2042036; R2167670; R531525; R531534.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of

# DEED OF TRUST (Continued)

Loan No: 9001

Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of

## Loan No: 9001

# DEED OF TRUST (Continued)

Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

## Loan No: 9001

# (Continued)

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth

## Loan No: 9001

# DEED OF TRUST (Continued)

above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of WASHINGTON County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FRAUDS DISCLOSURE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Washington County, State of Oregon.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Sterling Savings Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means POWIN PACIFIC PROPERTIES, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means JOSEPH LU and MEI YI LU.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

# (Continued)

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Sterling Savings Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated June 3, 2011, in the original principal amount of \$3,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is June 1, 2021.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means BRAD WILLIAMS C/O UPF Washington Incorporated, whose address is 910 WEST BOONE AVE, SPOKANE, WA 99201 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

TERMS.						
GRANTOR:	$\mathcal{O}_{a}$					
	/Me~					
JOSEPH LU ME	YI LU					
INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL						
STATE OF WASHINGTON ) SS COUNTY OF WASHINGTON )	OFFICIAL SEAL  JENNIFER M INOUYE  NOTARY PUBLIC - OREGON  COMMISSION NO. A442767  MY COMMISSION EXPIRES SEPTEMBER 20, 2013					
	OSEPH LU, to me known to be the individual described in and who eed of Trust as his or her free and voluntary act and deed, for the esiding at PWAMU IR ONZE .  y commission expires Sept-2013					
*						
INDIVIDUALIACKNO	WLEDGMENT					
state of <u>Draw</u> ) ) ss county of <u>Washingtan</u> )	OFFICIAL SEAL JENNIFER M INOUYE NOTARY PUBLIC - OREGON COMMISSION NO. A442767 MY COMMISSION EXPIRES SEPTEMBER 20, 2013					
	eed of Trust as his or her free and voluntary act and deed, for the					
REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full)  To:						
Date:	Beneficiary:					
	Ву:					
	•					

DEED OF TRUST (Continued)

Loan No: 9001

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Exhibit "A"

Order No.: 14F0017276

## **PARCEL I:**

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc.", which is on the North line of said Hiller tract as described in said Book 319, Page 304 which bears South 89° 54' 47" West, 348.81 feet along the North line of said Hiller tracts from a 5/8 inch iron rod marking the Northeast corner of said Book 216, Page 69; thence South 00° 15' 00" West, 397.08 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 23° 36' 48" East, 296.52 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the North right-of-way line of Herman Road (County Road No. 469), a 40.00 foot wide road; thence South 67° 34' 00" West, 50.00 feet along said North right-of-way line to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence leaving said North right-ofway line North 23° 36' 48" West, 278.80 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 89° 54' 47" West, 309.83 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." in the West line of said Hiller tract as described in said Book 319, Page 304; thence along said West line North 00° 15' 00" West, 432.34 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "LS 510 JW CHASE" marking the Northwest corner of said Book 319, Page 304; thence along the North line of said Book 319, Page 304, North 89° 54' 47" East, 348.81 feet to the point of beginning.

## **PARCEL II:**

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the West line of said Hiller tract as described in said Book 319, Page 304 which bears South 00° 15′ 00" West along the West line of said Hiller tract 432.34 feet from the Northwest corner of said tract; thence leaving said West line North 89° 54′ 47″ East, 309.83 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 23° 36′ 48″ East, 278.80 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." in the North right-of-way line of Herman Road (County Road No. 419), a 40.00 foot wide road; thence along said North right-of-way line South 67° 34′ 00″ West, 458.06 feet to the Southwest corner of said Hiller tract; thence along the West line of said Hiller tract North 00° 15′ 00″ East, 429.79 feet to the point of beginning.

## **PARCEL III:**

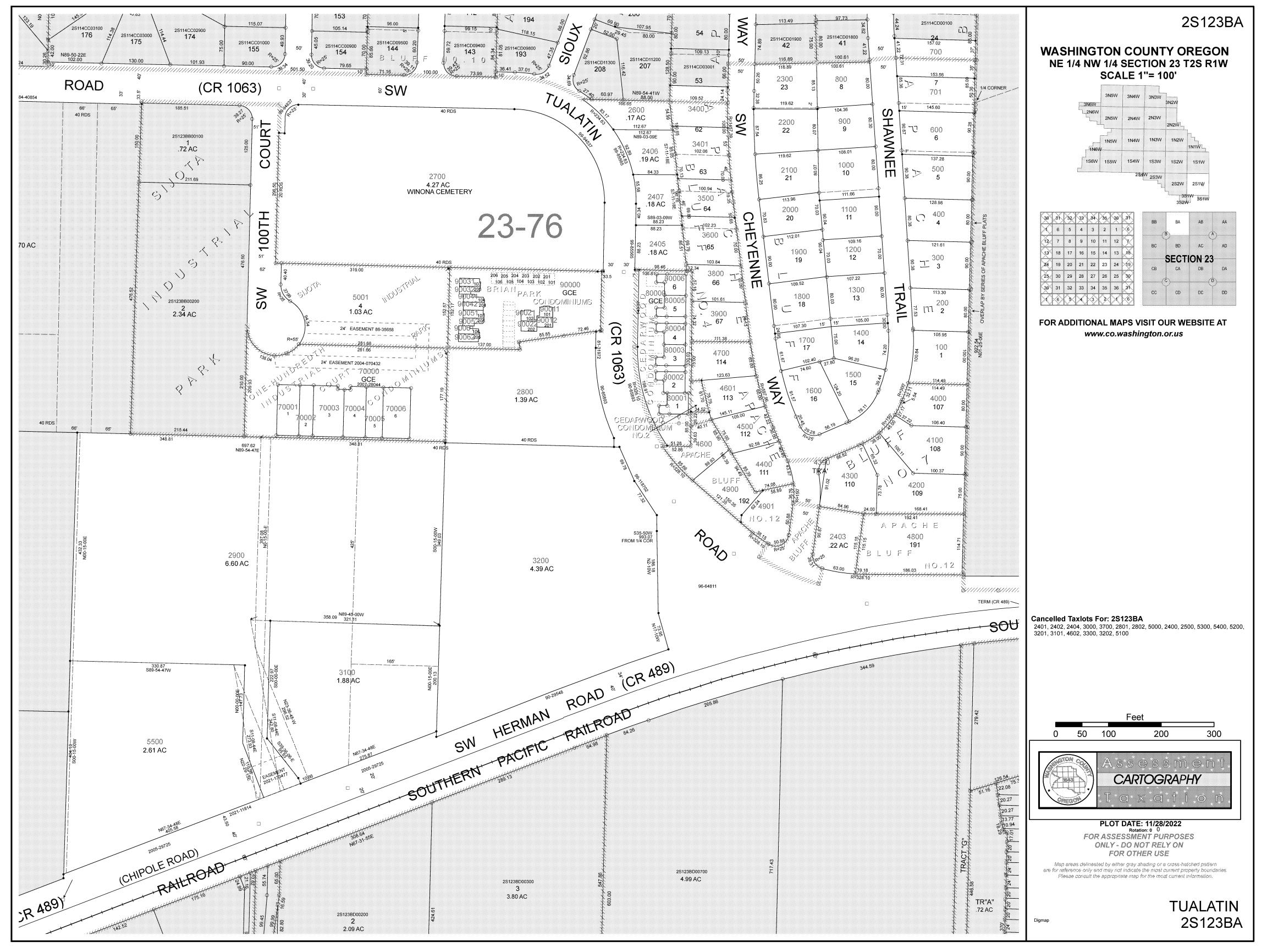
A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Order No.: 14F0017276

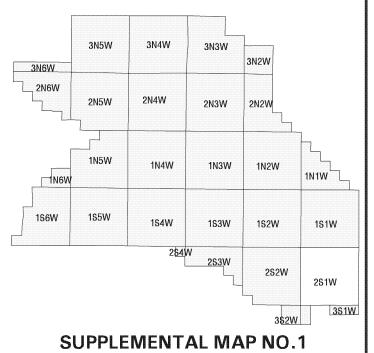
Beginning at a 5/8 inch iron rod marking the Northeast corner of said Hiller tract as described in said Book 216, Page 69; thence along the East line of said Hiller tract South 00° 15' 00" West, 425.00 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 89° 54' 47" West, 165.00 feet; thence South 00° 15' 00" West, 217.65 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the Northerly right-of-way line of Herman Road (County Road No. 489), a 40.00 foot wide road; thence along said Northerly right-of-way line South 67° 34' 00" West, 69.20 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence leaving said Northerly right-of-way line North 23° 36' 48" West, 296.52 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence North 00° 15' 00" East, 397.08 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the North line of said Book 319, Page 304; thence along said North line and along the North line of Book 216, Page 69, North 89° 54' 47" East, 348.81 feet to the point of beginning.

## **PARCEL IV:**

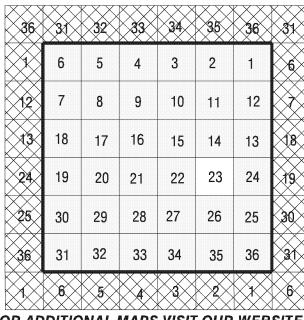
Beginning 40 rods South and 60 rods West of the Northeast corner of the Northwest onequarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon; thence 425 feet South to the true place of beginning; thence South 235 feet; thence West 165 feet; thence North 235 feet; thence East 165 feet to the place of beginning.



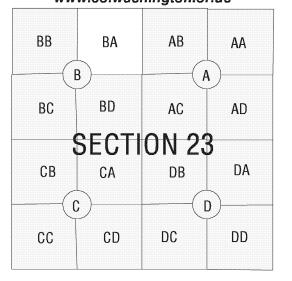
2S 1 23BA-S1



NE1/4 NW1/4 SECTION 23 T2S R1W W.M.
WASHINGTON COUNTY OREGON
SCALE 1" = 30'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.washington.or.us



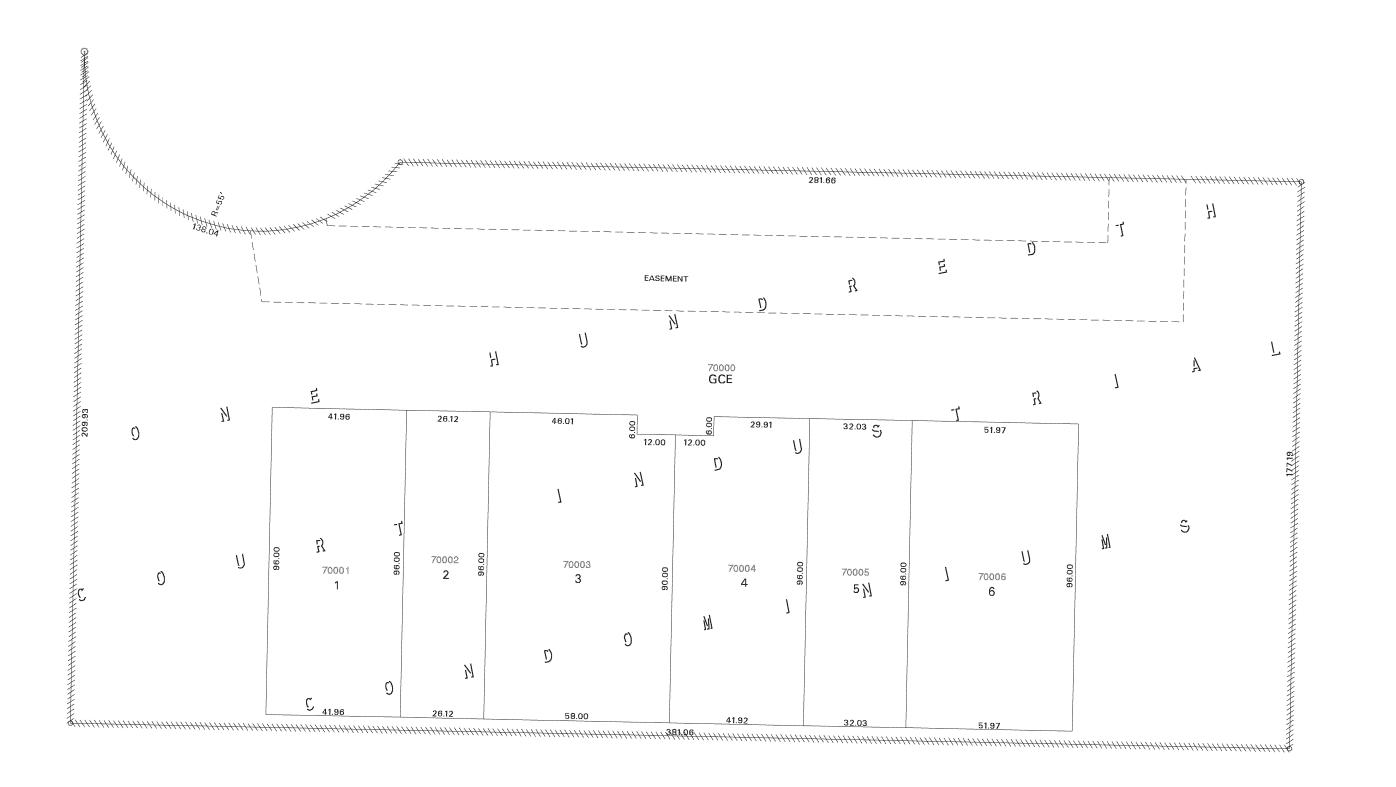


PLOT DATE: October 13, 2006 FOR ASSESSMENT PURPOSES ONLY - DO NOT RELY ON FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

SUPPLEMENTAL MAP NO. 1

2S 1 23BA-S1

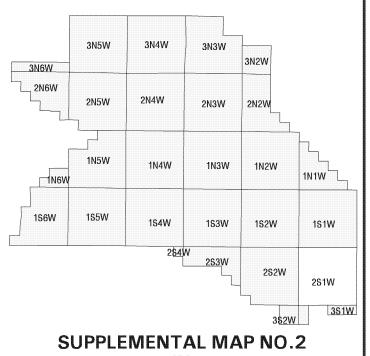


EASEMENT

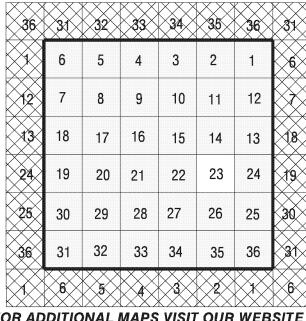
(SEE 2007-28044 FOR AMENDMENT RECINDING A PORTION OF GCE)

5 *|\*|

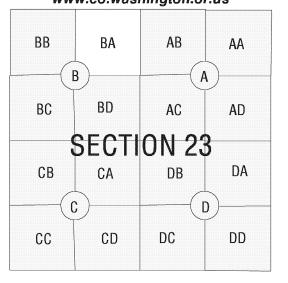
2S 1 23BA-S2

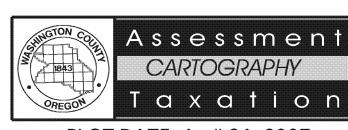


NE1/4 NW1/4 SECTION 23 T2S R1W W.M.
WASHINGTON COUNTY OREGON
SCALE 1" = 30'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.washington.or.us





PLOT DATE: April 24, 2007 FOR ASSESSMENT PURPOSES ONLY - DO NOT RELY ON FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

SUPPLEMENTAL MAP NO. 2 TUALATIN 2S 1 23BA-S2

## **Property Detail Report**

### 9975 SW Herman Rd. Tualatin. OR 97062-7911

APN: R531525

Washington County Data as of: 04/21/2023

_	_	
n	Inform	
HWNPF	Intorn	IATINN

Owner Name:

Lu Qbf II LLC

Vesting:

Mailing Address: Po Box 483, Tualatin, OR 97062-0483 Occupancy:

Unknown

Washington, OR

#### **Location Information**

Acres 6.60 Legal Description: R531525 APN:

Munic / Twnshp: Subdivision:

Tualatin Tualatin & Sherwood

Schumacher Place Tualatin Elementar...

45.38735

Alternate APN: 2S123BA02900 Twnshp-Rng-Sec: Tract #:

02S-01W-23

-122.78007

Census Tract / Block: 032001 / 1015 Legal Lot / Block: Legal Book / Page:

Tigard-Tualatin School District 23J Hazelbrook Middle...

High School:

County:

Tualatin High Scho...

#### Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: Buyer Name:

Neighborhood:

Latitude:

Elementary School:

12/27/2012 / 02/08/2013 Powin Qbf LLC

Price: Seller Name:

School District:

Middle School:

Longitude:

Lu Joseph & Mei Y

Transfer Doc #: Deed Type:

2013.12461 Special Warranty Deed

#### **Last Market Sale**

Sale / Rec Date: Multi / Split Sale: 1st Mtg Amt / Type: 10/16/2009 / 11/03/2009

\$3,500,000 / Conventional

2nd Mtg Amt / Type: Seller Name: Jiaren LLC Jiaren LLC Lender:

Sale Price / Type: Price / Sq. Ft.:

1st Mtg Rate / Type: 2nd Mtg Rate / Type: \$5,000,000 / Confirmed Deed Type:

New Construction: 500.0 / Fixed

1st Mtg Doc #: Sale Doc #:

High Liability Loan 2009.96524

2009.96523

Title Company: Lawyers Title

#### **Prior Sale Information**

Sale / Rec Date: 1st Mtg Amt / Type: Prior Lender:

Sale Price / Type: 1st Mtg Rate / Type: Prior Deed Type: Prior Sale Doc #:

N/A

## **Property Characteristics**

Gross Living Area: Living Area: Total Adi. Area: Above Grade: Basement Area: Style: Foundation:

Total Rooms: Bedrooms: Baths (F / H): Pool: Fireplace: Cooling: Heating: Exterior Wall: Construction Type:

0

Year Built / Eff: Stories: Parking Type: Garage #: Garage Area: Porch Type: Patio Type: Roof Type: Roof Material:

## **Site Information**

Land Use: State Use: County Use:

Quality:

Condition:

Vacant Land- Industrial 2300 - 2300

2300 - County Appraised Vacant Industrial Land

Lot Area:

Usable Lot:

Lot Width / Depth:

287,496 Sq. Ft.

Zoning: # of Buildings:

Res / Comm Units:

ML

Site Influence: Flood Zone Code:

Ae

Acres: Flood Map #: City Of Tualatin Flood Panel #: 6.6

Water / Sewer Type: 41067C0544E Flood Map Date: 0544E Inside SFHA:

11/04/2016 True

## Community Name: **Tax Information**

Exemption:

Assessed Year: 2023 Tax Year: 2022 Tax Area: 023.76 Property Tax: \$22,638.15

Assessed Value: Land Value: Improvement Value: Improved %: Delinquent Year:

\$1,346,560

Market Total Value: Market Land Value: Market Imprv Value: Market Imprv %:

\$2,264,030 \$2,264,030 **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.

School information is copyrighted and provided by GreatSchools.org.

After Recording, return to:

Lu QBF II, LLC PO Box 483 Tualatin, OR 97062

Send Tax Statements to:

Lu OBF II. LLC PO Box 483 Tualatin, OR 97062 Washington County, Oregon 02/04/2022 09:05:06 AM

2022-008851

Cnt=1 Stn=31 RECORDS1 \$20.00 \$5.00 \$11.00 \$60.00 - Total =\$96.00



I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of

records of said county.

Joe Nelson, Director of Assessment and Taxation, Ex-Officio County Clerk

## SPECIAL WARRANTY DEED

LU QBF, LLC, an Oregon Limited Liability Company, hereinafter called "Grantor", hereby conveys and specially warrants to LU QBF II, LLC, an Oregon Limited Liability Company, hereinafter called "Grantee", all of Grantor's interest in and to the following described real properties situated in the County of Washington and State of Oregon free from encumbrances or defects created or suffered by Grantor except as specifically set forth herein below, such properties being more particularly described as follows, to wit:

For legal description see Exhibit "A" attached hereto, incorporated by reference and made a part of this instrument.

TO HAVE AND TO HOLD the same unto said Grantee and Grantees' successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-. However, the actual consideration consists of other property or value given or promised, which is the whole consideration.

This Conveyance is made solely as an adjustment of common boundary between adjoining properties (City of Tualatin Approval Case File No. PLA21-0001, 10005 SW HERMAN RD, Property Line Adjustment).

THE LIABILITY AND OBLIGATIONS OF THE GRANTOR(S) TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS UNDER THE WARRANTIES AND COVENANTS CONTAINED HEREIN OR PROVIDED BY LAW SHALL BE LIMITED TO THE EXTENT OF COVERAGE THAT WOULD BE AVAILABLE TO GRANTOR(S) UNDER A STANDARD POLICY OF TITLE INSURANCE CONTAINING EXCEPTIONS FOR MATTERS OF PUBLIC RECORD. THE LIMITATIONS CONTAINED HEREIN EXPRESSLY DO NOT RELIEVE GRANTOR(S) OF ANY LIABILITY OR OBLIGATIONS UNDER THIS INSTRUMENT, BUT MERELY DEFINE THE SCOPE, NATURE AND AMOUNT OF SUCH LIABILITY OR OBLIGATIONS.

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 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATON 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 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

IN WITNESS WHEREOF the undersigned have executed this instrument this  $\frac{3\gamma_0}{2}$  day of February, 2022

#### GRANTOR:

Lu QBF, LLC, an Oregon Limited Liability Company By its member, Lu Pacific Properties, LLC, an Oregon Limited Liability Company

Peter Lu, Managing Member Danny Lu, Managing Member

STATE OF OREGON SS. County of Washington

7 \_\_\_\_, 2022, personally appeared before me the above-named Peter Lu, as Managing Member of Lu Pacific Properties, LLC, an Oregon limited liability company, Member of Lu QBF, LLC, an Oregon limited liability company.

OFFICIAL STAMP Bradley C Holbrook NOTARY PUBLIC - OREGON COMMISSION NO. 1001750 STATE OF OREGON EXPIRES July 9, 2024

Notary Public for Oregon

SS.

County of Washington

, 2022, personally appeared before me the above-named Danny Lu, as Managing Member of Lu Pacific Properties, LLC, an Oregon limited liability company, Member of Lu QBF, LLC, an

Oregon limited liability company.

OFFICIAL STAMP Bradley C Holbrook NOTARY PUBLIC - OREGON COMMISSION NO. 1001750 MY COMMISSION EXPIRES

Notary Public for Oregon

# EXHIBIT A LEGAL DESCRIPTION

#### Tract 1

A tract of land for Property Line Adjustment purposes in the N.W. 1/4 of Section 23, Township 2 South, Range 1 West, W.M., Washington County, Oregon, described as follows:

Being a portion of Tracts 1, 2 and 3 of that tract of land described in Special Warranty Deed to Lu QBF, LLC, recorded January 8, 2021 as Document No. 2021-003040, Washington County Deed Records, more particularly described as follows:

Beginning at a 5/8" iron rod at the Southwest corner of said Tract 1, thence along the West line of said Lu QBF, LLC tract, North 00°15'00" East, 432.33 feet to a 5/8" iron rod at the Northwest corner of said Parcel 1;

Thence along the North line of said Tract 1, North 89°54'47" East, 697.62 feet to the Northeast corner of said Tract 1, from which point a 5/8" iron rod bears North 07°27'37" East, 0.98 feet;

Thence along the East line of said Lu QBF, LLC tract, South 00°15'00" West, 349.03 feet to a 5/8" iron rod with red plastic cap marked "Weddle Surveying";

Thence leaving said East line along the line common to said Tracts 1 and 3, North 89°45'00" West, 321.11 feet;

Thence South 00°00'00" East, 222.97

feet; Thence South 39°36'06" East,

95.93 feet;

Thence South 22°26'00" East, 10.66 feet to a point 43.50 feet, by perpendicular measure, from the centerline of S.W. Herman Road;

Thence parallel with said centerline, South 67°34'48" West, 74.57 feet;

Thence North 22°29'15" West, 110.56 feet;

Thence North 00°00'00" West, 147.73 feet;

Thence South 89°54'47" West, 330.87 feet to the Point of

Beginning. Containing therein 6.604 acres, more or less.

The Basis of Bearing for this description is per Survey No. 34022, Washington County Survey Records.

#### Tract 3

A tract of land for Property Line Adjustment purposes in the N.W. 1/4 of Section 23, Township 2 South, Range 1 West, W.M., Washington County, Oregon, described as follows:

Being a portion of Tracts 1 and 3 of that tract of land described in Special Warranty Deed to Lu QBF, LLC, recorded January 8, 2021 as Document No. 2021-003040, Washington County Deed Records, more particularly described as follows:

Beginning at a 5/8" iron rod with red plastic cap marked "Weddle Surveying" at the Northeast corner of said Tract 3;

Thence along the North line of said Tract 3, North 89°45'00" West, 321.11 feet;

Thence leaving said North line, South 00°00'00" East, 222.97 feet;

Thence South 39°36'06" East, 95.93 feet;

Thence South 22°26'00" East, 10.66 feet to a point 43.50 feet, by perpendicular measure, from the centerline of S.W. Herman Road;

Thence parallel with said centerline, North 67°34'48" East, 275.87 feet to the East line of said Lu QBF, LLC tract;

Thence along said East line, North 00°15'00" East, 200.13 feet the Point of Beginning.

Containing therein 1.878 acres, more or less.

The Basis of Bearing for this description is per Survey No. 34022, Washington County Survey Records.

6

After Recording, return to:

Dianne L. Haugeberg, Attorney P.O. Box 480 McMinnville, OR 97128

#### **Send Tax Statements to:**

Joseph Lu
Powin QBF, LLC
20550 S.W. 115<sup>th</sup> Avenue
Tualatin, OR 97062

Washington County, Oregon
02/08/2013 03:18:02 PM
D-DW Cnt=1 Stn=9

D-DW Cnt=1 Stn=9 D MOON \$15.00 \$5.00 \$11.00 \$15.00 - Total =\$46.00



I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk

he he

2013-012461

# SPECIAL WARRANTY DEED

JOSEPH LU and MEI YI LU, husband and wife, "Grantors", hereby convey and specially warrant to POWIN QBF, LLC, an Oregon Limited Liability Company, "Grantee", all of Grantor's interest in and to the following described real property situate in the County of Washington, State of Oregon, free of encumbrances created or suffered by Grantor and except for matters of public record, to-wit:

See legal description attached hereto as Exhibit A and by this reference incorporated herein.

THE LIABILITY AND OBLIGATIONS OF THE GRANTOR(S) TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS UNDER THE WARRANTIES AND COVENANTS CONTAINED HEREIN OR PROVIDED BY LAW SHALL BE LIMITED TO THE EXTENT OF COVERAGE THAT WOULD BE AVAILABLE TO GRANTOR(S) UNDER A STANDARD POLICY OF TITLE INSURANCE CONTAINING EXCEPTIONS FOR MATTERS OF PUBLIC RECORD. THE LIMITATIONS CONTAINED HEREIN EXPRESSLY DO NOT RELIEVE GRANTOR(S) OF ANY LIABILITY OR OBLIGATIONS UNDER THIS INSTRUMENT, BUT MERELY DEFINE THE SCOPE, NATURE AND AMOUNT OF SUCH LIABILITY OR OBLIGATIONS.

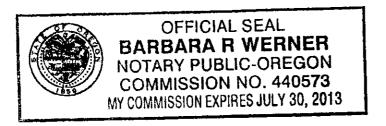
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

"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 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATON 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 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

STATE OF OREGON ) ss.

County of Washington )

On December <u>37</u>, 2012, personally appeared before me the above-named **JOSEPH LU** and **MEI YI Lu**, husband and wife, who acknowledged the within instrument as their true and voluntary act and deed.



Boncon W. Wohl

Notary Public for Oregon

F:\Law\EP\Lu Business Entities\Powin QBF LLC\_Deed

# **EXHIBIT "A"**

# Parcel 1

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc.", which is on the North line of said Hiller tract as described in said Book 319, page 304 which bears South 89° 54' 47" West, 348.81 feet along the North line of said Hiller tracts from a 5/8 inch iron rod marking the Northeast corner of said Book 216, Page 69; thence South 00° 15' 00" West, 397.08 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 23° 36' 48" East, 296.52 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the North right-of-way line of Herman Road (County Road No. 469), a 40.00 foot wide road; thence South 67° 34' 00" West, 50.00 feet along said North right-of-way line to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence leaving said North right-of-way line North 23° 36' 48" West, 278.80 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 89° 54' 47" West, 309.83 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." in the West line of said Hiller tract as described in said Book 319, Page 304; thence along said West line North 00° 15' 00" West, 432.34 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "LS 510 JW CHASE" marking the Northwest corner of said Book 319, Page 304; thence along the North line of said Book 319, page 304, North 89° 54' 47" East, 348.81 feet to the point of beginning.

# Parcel 2

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the West line of said Hiller tract as described in said Book 319, page 304 which bears South 00° 15' 00" West along the West line of said Hiller tract 432.34 feet from the Northwest corner of said tract; thence leaving said West line North 89° 54' 47" East, 309.83 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 23° 36' 48" East, 278.80 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." in the North right-of-way line of Herman Road (County Road No. 419), a 40.00 foot wide road; thence along said North right-of-way line South 67° 34' 00" West, 458.06 feet to the Southwest corner of said Hiller tract; thence along the West line of said Hiller tract North 00° 15' 00" East, 429.79 feet to the point of beginning.

# Parcel 3

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod marking the Northeast corner of said Hiller tract as described in said Book 216, page 69; thence along the East line of said Hiller tract South 00° 15' 00" West, 425.00 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 89° 54' 47" West, 165.00 feet; thence South 00° 15' 00" West, 217.65 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the Northerly right-of-way line of Herman Road (County Road No. 489), a 40.00 foot wide road; thence along said Northerly right-of-way line South 67° 34' 00" West, 69.20 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence leaving said Northerly right-of-way line North 23° 36' 48" West, 296.52 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence North 00° 15' 00" East, 397.08 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the North line of said Book 319, Page 304; thence along said North line and along the North line of Book 216, Page 69, North 89° 54' 47" East, 348.81 feet to the point of beginning.

# Parcel 4

Beginning 40 rods South and 60 rods West of the Northeast corner of the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon; thence 425 feet South to the true place of beginning; thence South 235 feet; thence West 165 feet; thence North 235 feet; thence East 165 feet to the place of beginning.

EXCEPTING THEREFROM any portion of said land lying within the Southern Pacific Railroad right-of-way.

(For informational purposes only, the above description covers: Tax Lot Account No. R2042036, Map: 2S123B-00901; Tax Lot Account No. R531525, Map: 2S123BA-02900; Tax Lot Account No. R531534, Map: 2S123BA-03100; and Tax Lot Account No. R531035, Map: 2S123B-00900.)

Washington County, Oregon

book of records of said county.

2022-054505

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08/30/2022 09:46:08 AM

\$116.00 \$40.00 \$11.00 \$5.00 \$60.00 I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that

the within instrument of writing was received and recorded in the

Joe Nelson, Director of Assessment and Taxation, Ex-Officio County Clerk

WHEN RECORDED MAIL TO:

Heritage Bank Attn: Loan Operations 3615 Pacific Ave Tacoma, WA 98418

FOR RECORDER'S USE ONLY

## CONSTRUCTION DEED OF TRUST

THIS DEED OF TRUST is dated August 15, 2022, among LU QBF II, LLC, an Oregon Limited Liability Company, whose address is 11325 SW TUALATIN SHERWOOD RD, TUALATIN, OR 97062 ("Grantor"); HER!TAGE BANK, whose address is 325 West Metro Oregon Commercial Lending, 1000 SW Broadway, Suite 2170, Portland, OR 97205 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Kevin P. Moran, Attorney at Law, whose address is P.O. Box 2980, Silverdale, WA 98383 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated August 15, 2022, in the original principal amount of \$13,750,000.00, from Borrower to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real properly, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Washington County, State of Oregon:

## Tract 1

A tract of land for Property Line Adjustment purposes in N.W. 1/4 of Section 23, Township 2 South, Range 1 West, W.M., Washington County, Oregon, described as follows:

Being a portion of Tracts 1, 2 and 3 of that tract of land described in Special Warranty Deed to Lu QBF, LLC, recorded January 8, 2021 as Document No. 2021-003040, Washington Country Deed Record, more particularly described as follows:

Beginning at a 5/8" iron rod at the Southwest corner of said Tract 1, thence along the West line of said Lu QBF, LLC tract, North 00°15'00" East, 432.33 feet to a 5/8" iron rod at the Northwest corner of said Parcel 1:

Thence along the North line of said Tract 1, North 89°54'47" East, 697.62 feet to the Northeast corner of said Tract 1, from which point a 5/8" iron rod bears North 07"27"37" East, 0.98 feet;

Thence along the East line of said Lu QBF, LLC tract, South 00°15'00" West, 349.03 feet to a 5/8" iron rod with red plastic cap marked "Weddle Surveying";

Thence leaving said East line along the line common to said Tracts 1 and 3, North 89°45'00" West, 321.11 feet:

Thence South 00°00'00" East, 222.97 feet:

Thence South 39°36'06" East, 95.93 feet;

Thence South 22°26'00" East, 10.66 feet to a point 43.50 feet, by perpendicular measure, from the centerline of SW Herman Road;

Thence parallel with said centerline, South 67°34'48" West, 74.57 feet;

Thence North 22°29'15" West, 110.56 feet;

Thence North 00°00'00" West, 147.73 feet:

Thence South 89°54'47" West, 330.87 feet to the Point of Beginning.

# Tract 3

A tract of land for Property Line Adjustment purposes in the N.W. 1/4 of Section 23, Township 2 South, Range 1 West, W.M., Washington County, Oregon, described as follows:

Being a portion of Tract 1 and 3 of that tract of land described in Special Warranty Deed to Lu QBF, LLC, recorded January 8, 2021 as Document No. 2021-003040, Washington County Deed Records, more particularly described as follows:

Beginning at a 5/8" iron rod with red plastic cap marked "Weddle Surveying" at the Northeast corner of said Tract 3;

Thence along the North line of said Tract 3, North 89°45'00" West, 321.11 feet;

Thence leaving said North line, South 00°00'00" East, 222.97 feet;

Thence South 39°36'06" East, 95.93 feet:

Thence South 22°26'00" East, 10.66 feet to a point 43.50 feet, by perpendicular measure, from the centerline of SW Herman Road;

Thence parallel with said centerline, North 67°34'48" East, 275.87 feet to the East line of said Lu QBF, LLC tract:

Thence along said East line, North 00°15'00" East, 200.13 feet to the Point of Beginning.

The Real Property or its address is commonly known as 9905 and 9975 SW Herman Road, Tualatin, OR 97062. The Real Property tax identification number is R531525 and R531534.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

JUNIOR LIENS. Grantor shall not incur any junior liens to this Deed of Trust without the prior written consent of Lender.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF BORROWER'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN BORROWER AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Oregon.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. 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 OF 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 856, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Construction Loan. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the meturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall

satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall produce and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hezard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust

and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1). Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower falls to make any payment when due under the indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any Iten.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any

Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Granter also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Washington County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor

agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

DUE ON SALE. The property shall not be transferred without the Beneficiary's prior written consent. The following shall be considered "transfers" for purposes of this paragraph, whether occurring voluntarily, involuntarily, or by operation of law:

- (a) The sale (by contract or otherwise), conveyance or other transfer of the property or any part of or interest in the property; and
- (b) The creation of any encumbrance against or upon the property; and
- (c) If Grantor is a corporation, the transfer of more than twenty five percent (25%) of its voting shares; and
- (d) If Grantor is a general or limited partnership, the transfer of more than twenty five percent (25%) of the general partners' interests (including any transfer of more than twenty five percent (25%) of the voting shares of any single general partner or group of general partners owing such percentage).

Any such transfer without Beneficiary's prior written consent shall constitute an event of default under this Deed of Trust and shall give to Beneficiary the right to declare all sums secured by this Deed of Trust immediately due and payable. This right may be exercised at any time after a transfer. Acceptance of one or more monthly payments on the Note secured by this Deed of Trust from a party other than Grantor shall not constitute the waiver of Beneficiary's right under this paragraph. This provision shall apply to each and every sale, transfer, conveyance or encumbrance whether or not Beneficiary has consented or waived its rights, whether by action or non-action in connection with any prior sale, transfer, conveyance or encumbrance, whether one or more. If Beneficiary declares the sums secured hereby to be immediately due and payable in accordance with this paragraph, and grantor fails to pay such sums, Beneficiary may exercise any and all rights to sell the property in accordance with covenants of this Deed of Trust.

Not withstanding the foregoing, Beneficiary will allow a Small Business Administration (SBA) 504 (second lien) which shall not be considered a "transfer" for the purpose of this paragraph.

At Beneficiary's sole option, after approving the credit worthiness of the proposed purchasers, Beneficiary may consent to a sale, conveyance or transfer of said property. If Beneficiary consents to a transfer other than as defined in subparagraph (b) above, Grantor shall pay Beneficiary a fee equal to one percent (1%) of the then unpaid balance of the Note secured by this Deed of Trust and Beneficiary may increase the interest rate and/or margin on the Note secured by this Deed of Trust.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Multnomah County, State of Oregon.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means HERITAGE BANK, and its successors and assigns.

**Borrower.** The word "Borrower" means LU PACIFIC PROPERTIES, LLC; and LU QBF II, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without

limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means LU QBF II, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means HERITAGE BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated August 15, 2022, in the original principal amount of \$13,750,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 1, 2032.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Kevin P. Moran, Attorney at Law, whose address is P.O. Box 2980, Silverdale, WA 98383 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

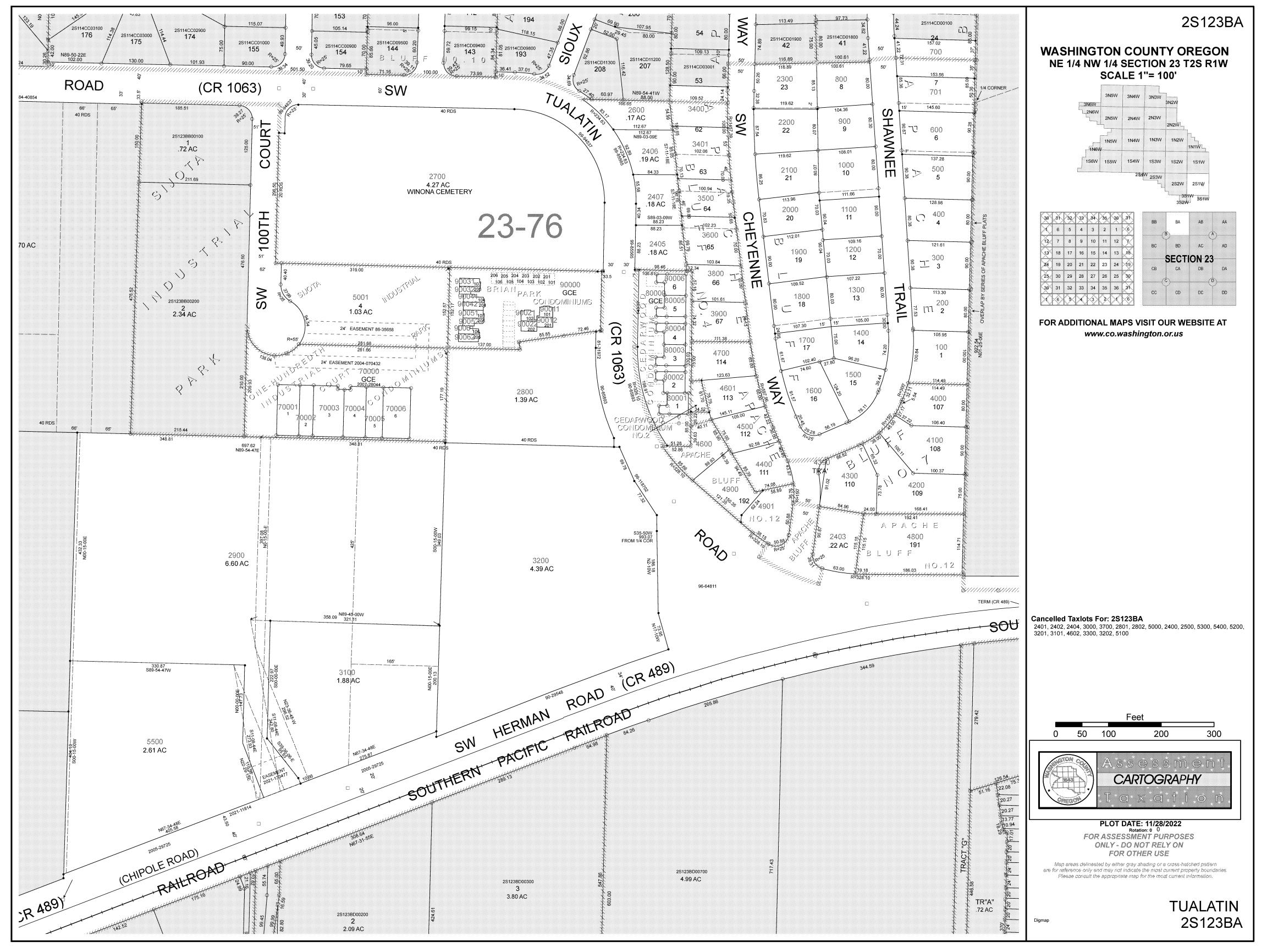
LU QBF II, LLC

DANNY LU, Manager of LU QBF II, LLC	
PETER &U, Manager of LU QBF II, LLC	
LIMITED LIABILITY COMPA	NY ACKNOWLEDGMENT
STATE OF DR.	OFFICIAL STAMP JESSICA LYNN CHEDISTER NOTARY PUBLIC-OREGON
country of Matthoman	COMMISSION NO. 981802 MY COMMISSION EXPIRES DECEMBER 5, 2022
On this day of ALCLET personally appeared DANNY LU, Manager of LU QBF II, LLC, and known company that executed the Deed of Trust and acknowledged the Deed liability company, by authority of statute, its articles of organization mentioned, and on oath stated that he or she is authorized to execute the of the limited liability company.	of Trust to be the free and voluntary act and deed of the limited or its operating agreement, for the uses and purposes therein
By Cheditate	Residing at MILWALKIO DR
Notary Public in and for the State of 02.	My commission expires 12.5.22

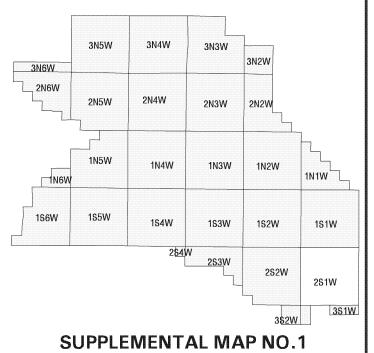
# DEED OF TRUST (Continued)

Page 8

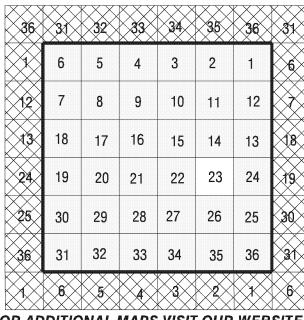
LIMITED LIABILITY CON	PANY ACKNOWLEDGMENT
country of Multnomah	OFFICIAL STAMP  JESSICA LYNN CHEDISTER  NOTARY PUBLIC-OREGON  COMMISSION NO. 981802  MY COMMISSION EXPIRES DECEMBER 5, 2022
liability company, by authority of statute, its articles of organi	20 2 before me, the undersigned Notary Public, known to me to be a member or designated agent of the limited liability Deed of Trust to be the free and voluntary act and deed of the limited zation or its operating agreement, for the uses and purposes therein cute this Deed of Trust and in fact executed the Deed of Trust on behalf
Notary Public in and for the State of OR	Residing at MILLOUKIL, DR
	My commission expires (2.5-32
(To be used only when of	JLL RECONVEYANCE oligations have been paid in full)
To:, Trustee	
of Trust or pursuant to any applicable statute, to cancet the Note	secured by this Deed of Trust. All sums secured by this Deed of Trust payment to you of any sums owing to you under the terms of this Deed secured by this Deed of Trust (which is delivered to you together with ties designated by the terms of this Deed of Trust, the estate now held it Related Documents to:
Date:	Beneficiary:
Date:	Beneficiary:By:
Date:	Beneficiary:  By:  Its:



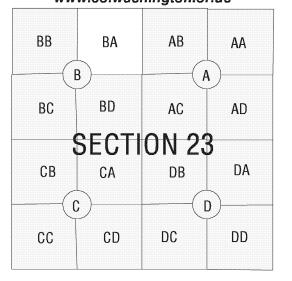
2S 1 23BA-S1



NE1/4 NW1/4 SECTION 23 T2S R1W W.M.
WASHINGTON COUNTY OREGON
SCALE 1" = 30'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.washington.or.us



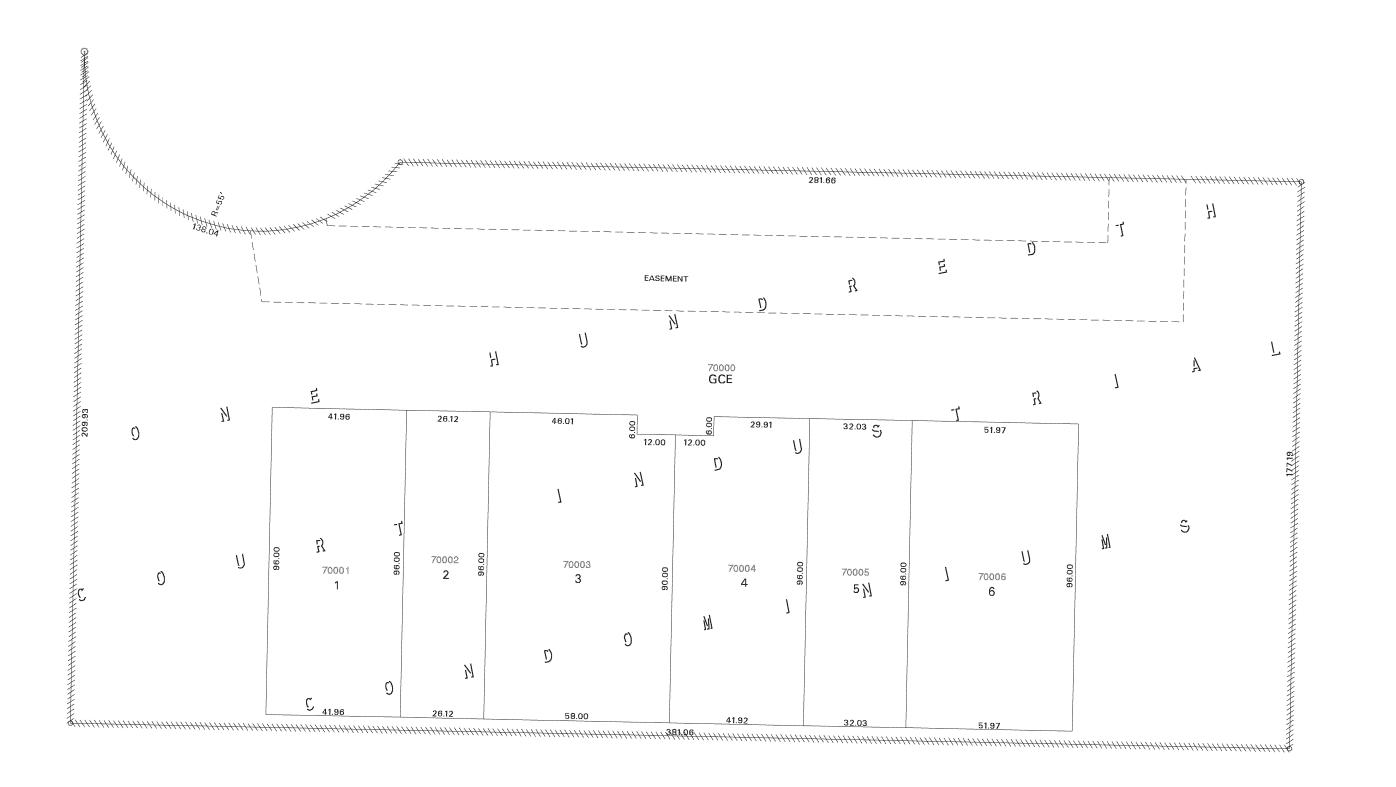


PLOT DATE: October 13, 2006 FOR ASSESSMENT PURPOSES ONLY - DO NOT RELY ON FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

SUPPLEMENTAL MAP NO. 1

2S 1 23BA-S1

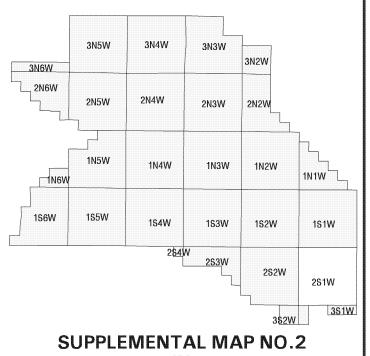


EASEMENT

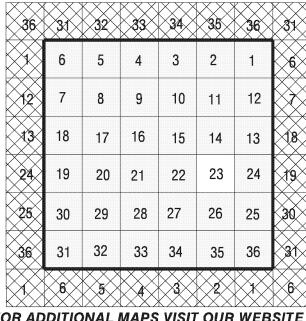
(SEE 2007-28044 FOR AMENDMENT RECINDING A PORTION OF GCE)

5 *|\*|

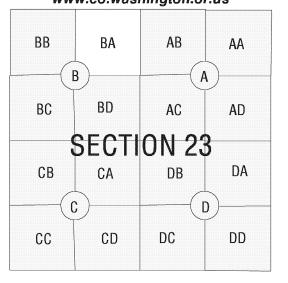
2S 1 23BA-S2

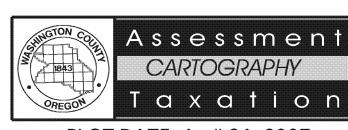


NE1/4 NW1/4 SECTION 23 T2S R1W W.M.
WASHINGTON COUNTY OREGON
SCALE 1" = 30'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.washington.or.us





PLOT DATE: April 24, 2007 FOR ASSESSMENT PURPOSES ONLY - DO NOT RELY ON FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

SUPPLEMENTAL MAP NO. 2 TUALATIN 2S 1 23BA-S2

### **Exhibit D**

# **Service Provider Letters**



# SENSITIVE AREA PRE-SCREENING SITE ASSESSMENT

		ean \	Nater Services File Number 24-000607
1.	Jurisdiction: Washington County		
2.	Property Information (example: 1S234AB01400)		Owner Information
	Tax lot ID(s):	_	Name:
	2012051100200		Company: Life Front Communities  Address: 9700 SW Tualatin Rd.
0.5			City, State, Zip: Tualatin,Oregon,97062
<u>OK</u>	Site Address: 9700 SW Tualatin Rd. City, State, Zip: Tualatin,Oregon,97062	_	Phone/fax: (971) 201-2462
	Nearest cross street:		Email:
			Applicant Information
4.	Development Activity (check all that apply)	-	Name: Blakely Vogel
	Addition to single family residence (rooms, deck, garage)		Company: Miller Nash LLP
	<ul><li>✓ Lot line adjustment</li><li>✓ Minor land partition</li><li>✓ Residential condominium</li><li>✓ Commercial condominium</li></ul>		Address: 1140 SW Washington St., Ste 700
	Residential subdivision Commercial subdivision		City, State, Zip: Portland, Oregon, 97205
	Single lot commercial Multi lot commercial		Phone/fax: 503-349-7454
	Other		Email: blakely.vogel@millernash.com
c	Will the project involve any off-site work? ☐ Yes ☒ No ☐	المارة	
ο.	Location and description of off-site work:		
7.	Additional comments or information that may be needed to u		
٠.	Property line between tax lots 2S123BA03200, 2S123BA03100, and 2S123B	A029	00 being adjusted; line shifting west by several feet. No construction involved.
	completed under applicable local, state, and federal law.  By signing this form, the Owner or Owner's authorized agent or represented and suthority to enter the project site at all reasonable time information related to the project site. I certify that I am familiar with knowledge and belief, this information is true, complete, and accurate	es for h the	the purpose of inspecting project site conditions and gathering information contained in this document, and to the best of my
	Print/type name Blakely Vogel		Print/type title_Representative of Owner
	Signature ONLINE SUBMITTAL		Date <u>3/13/2024</u>
<u></u>	OR DISTRICT USE ONLY		
	Sensitive areas potentially exist on site or within 200' of the site. <b>THE ISSUANCE OF A SERVICE PROVIDER LETTER.</b> If Sensitive Area Resources Assessment Report may also be required. Based on review of the submitted materials and best available inform site. This Sensitive Area Pre-Screening Site Assessment does NOT elim they are subsequently discovered. This document will serve as your Standard as a mended by Resolution and Order 19-22. All required per local, State and federal law. Based on review of the submitted materials and best available inform existing or potentially sensitive area(s) found near the site. This Sensitive	s existion ation in ate ervice mits a	t on the site or within 200 feet on adjacent properties, a Natural sensitive areas do not appear to exist on site or within 200' of the the need to evaluate and protect water quality sensitive areas if Provider Letter as required by Resolution and Order 19-5, Section and approvals must be obtained and completed under applicable the above referenced project will not significantly impact the
	evaluate and protect additional water quality sensitive areas if they and Provider Letter as required by Resolution and Order 19-5, Section 3.0 approvals must be obtained and completed under applicable local, st <b>THIS SERVICE PROVIDER LETTER IS NOT VALID UNLESS</b> The proposed activity does not meet the definition of development of <b>OR SERVICE PROVIDER LETTER IS REQUIRED.</b>	re suk 2.1, a ate a	sequently discovered. This document will serve as your Service as amended by Resolution and Order 19-22. All required permits and and federal law.
Re	viewed by Mila Gonzalez Lima		Date 03/14/2024
	Once complete, email to: <b>SPLReview@clean OR</b> mail to: SPL Review, Clean Water Services, 25		erservices.org • Fax: (503) 681-4439



# FIRE CODE / LAND USE / BUILDING REVIEW APPLICATION

North Operating Center 11945 SW 70<sup>th</sup> Avenue

Tigard, OR 97223 Phone: 503-649-8577 South Operating Center 8445 SW Elligsen Rd Wilsonville, OR 97070 Phone: 503-649-8577

REV 6-30-20

#### Permit/Review Type (check one): **Project Information** Applicant Name: Blakely Vogel (on behalf of owner) □ Emergency Radio Responder Coverage Install/Test Address: 1140 SW Washington Street, Ste. 700, Portland OR □LPG Tank (Greater than 2,000 gallons) 97205 □Flammable or Combustible Liquid Tank Installation Phone: (503) 3497454 (Greater than 1.000 gallons) Email: Blakely.Vogel@millernash.com (PREFERRED) Exception: Underground Storage Tanks (UST) are deferred to DEQ for regulation. Site Address: 9700 SW Tualatin Rd. □Explosives Blasting (Blasting plan is required) City: Tualatin □Exterior Toxic, Pyrophoric or Corrosive Gas Installation Map & Tax Lot #: \_\_2S123BA03200; 2S123BA03100; & (in excess of 810 cu.ft.) 2S123BA02900 ☐ Tents or Temporary Membrane Structures (in excess Business Name: Life Front Communities of 10,000 square feet) Land Use/Building Jurisdiction: RML; ML ☐Temporary Haunted House or similar Land Use/ Building Permit# □OLCC Cannabis Extraction License Review Choose from: Tualatin □Ceremonial Fire or Bonfire (For gathering, ceremony or other assembly) **Project Description** For Fire Marshal's Office Use Only TVFR Permit # 2024 - 6037 Property line between above-listed tax lots to be adjusted several feet to the west to match long-existing use of those properties. No construction or modification of buildings involved Permit Type: 517~ or anticipated. Submittal Date: 3Assigned To: /// Due Date: Fees Due: Fees Paid:

**Approval/Inspection Conditions** 

# This section is for application approval only This section is for application approval only This section Inspection Cor See Attached Conditions: Yes No Site Inspection Required: Yes No

This section used when site inspection is requi	red
Inspection Comments:	
NA	
Final TVFR Approval Signature & Emp ID Da	ate

# Exhibit E

# **Neighborhood/Developer Meeting Documentation**

#### **CERTIFICATION OF SIGN POSTING**

of Meeting
Meeting Date & Time:
7/12/23 @ 6:30pm
LOCATION: Tualatin Library Community Rm.
FOR MORE INFORMATION (503) 349-7454

As the applicant for the Plan Map Amendment project, I hereby certify that on this day, four (4) sign(s) were posted on the subject properties in accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: Benjamin Kilo, Presiden	t of Life I	Front Communities
	/Dloggo	
Applicant's Signature: <u>Ben Kib</u>		
	Date:	03/06/2024

#### AFFIDAVIT OF MAILING NOTICE

STATE OF OREGON	)
	)SS
COUNTY OF WASHINGTON	)

I. Blakely Vogel, being first duly sworn, depose and say:

That between 28 days and 14 days before the Neighborhood/Developer Meeting on the 12<sup>th</sup> day of July, 2023, I served upon the persons shown on Exhibit "A" (Mailing Area List), attached hereto and by this reference incorporated herein, a copy of the Notice of Neighborhood/Developer Meeting marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit "A" are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail with postage fully prepared thereon.

Sianature

SUBSCRIBED AND SWORN to before me this

\_\_\_day of

, 20 23

OFFICIAL STAMP
RAYNA LYN KELLER
NOTARY PUBLIC - OREGON
COMMISSION NO. 1005787
MY COMMISSION EXPIRES NOVEMBER 04, 2024

Notary Public for Oregon
My commission expires:

RE: AH. of Marlin

# **EXHIBIT A**

### **Mailing Area List**

[See Attached Mailing Area List]

TLID	OWNER	ADDRESS	CITY	STATE	ZIP
	ZELLNER MARK & ZELLNER ADIRA	18155 SW CHEYENNE WAY	TUALATIN	OR	97062
	ZELLER GAIL & CLARK LIV TRUST & ZELLER RYAN	16294 SW DAHLIA CT	TIGARD	OR	97224
2S123BA90062	ZBINDEN ELIZABETH K	9762 SW TUALATIN RD	TUALATIN	OR	97062
2S114CD01100	ZABEL RICHARD & BAYNE MARGARET E	17755 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123BD00800	WSM MANUFACTURING	9500 SW TUALATIN RD	TUALATIN	OR	97062
2S114CD06200	WOOD CASEY J	9885 SW PAWNEE PATH	TUALATIN	OR	97062
2S114CC04400	WONGLAVON SATHIEN & WONG PAVEENA T	10105 SW WASCO WAY	TUALATIN	OR	97062
2S114CD06300	WOMER GREG MICHAEL	16321 SE WIDEGON CT	DAMASCUS	OR	97089
2S114CD10900	WIZER SUZANNE M	17900 SW SIOUX CT	TUALATIN	OR	97062
2S123BA02700	WINONA CEMETERY ASSOC	8380 SW TONKA ST	TUALATIN	OR	97062
2S114CD06800	WILSON KENT CLIFFORD	17870 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S114CD07800	WILSON JEREMY & WILSON LIZZETT	17655 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S114CD03500	WILLIAMS ZACHARY S & WILLIAMS ERIN M	17845 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB13500	WILKINSON LINDA	9255 SW SWEEK DR	TUALATIN	OR	97062
2S114CC03200	WILKERSON PEGGIE J TRUST	17925 SW YAQUINA CT	TUALATIN	OR	97062
2S114CD10400	WILCOX JOHN M & WILCOX NANCY L	17855 SW SIOUX CT	TUALATIN	OR	97062
2S123AB09400	WHITE JAMES D	9299 SW CASCARA LN	TUALATIN	OR	97062
2S123AB04300	WETTERLIN JOSHUA K	15769 SW 82ND AVE	TIGARD	OR	97224
2S123AB14600	WELKER DEANN	9183 SW SWEEK DR	TUALATIN	OR	97062
2S123AB08700	WEISS JEFFRY	10130 SW LANCASTER RD	PORTLAND	OR	97219
	WEATHERS CHARLES E & ENGLE KAREN	17715 SW CHIPPEWA TRAIL	TUALATIN	OR	97062
	WATKINS JAMES & BARRY LAUREN	17685 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S123BB01100	WASHINGTON COUNTY FACILITIES MGMT	169 N 1ST AVE #42	HILLSBORO	OR	97124
	WARD SCOTT & SANCHEZ RENEE	17805 SW YAQUINA CT	TUALATIN	OR	97062
2S114CD01900	WARD TYLER DANIEL & BOEHMER MADALINE ANN	17970 SW CHEYENNE WAY	TUALATIN	OR	97062
	WARD MEGAN	18638 SW 92ND TER	TUALATIN	OR	97062
	WANG WEILING	1466 IROQUOIS ST	SHRUB OAK	NY	10588
	WANG WEI & RESSLER JEFFREY P	13391 SW HILLSHIRE DR	TIGARD	OR	97223
	WALCUTT SUSAN E	18180 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CD06600	WAGER TERRENCE KEVIN & MCGINLEY CHRISTINE MARIE	17810 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S123AB09700	VU CHANKRASNA	9288 SW SWEEK DR	TUALATIN	OR	97062
2S114CD03800	VOILES ANNA MARGARET	9715 SW PAWNEE PATH	TUALATIN	OR	97062
2S123AB12000	VOAS AMY E	18629 SW 93RD TER	TUALATIN	OR	97062
	VISSER ROBERT & TUNG CHIA-FONG	13850 SW 159TH TER	TIGARD	OR	97223
	VANMECHELEN NANCY & NATHAN REV TRUST	17925 SW SHASTA TRL	TUALATIN	OR	97062
	VALMONT COATINGS & PACIFIC STATES GALVANIZING	ONE VALMONT PLZ-5TH FLOOR	OMAHA	NE	68154
	USELMAN MOLLIE K	17940 SW SIOUX CT	TUALATIN	OR	97062
	URGUPLUOGLU KATHY	18584 SW 92ND TER	TUALATIN	OR	97062
2S123BA03900	ULRICH RONALD J & ULRICH SHARON A	18175 SW CHEYENNE WAY	TUALATIN	OR	97062

	TURNER REV TRUST	PO BOX 230653	TIGARD	OR	97281
	TUALATIN COUNTRY CLUB	PO BOX 277	TUALATIN	OR	97062
	TUALATIN MEADOWS APARTMENTS LP	PO BOX 1660	PORTSMOUTH		03802
	TUALATIN CITY OF	18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
	TUALATIN CITY OF		TUALATIN	OR	97062
	TUALATIN CITY OF		TUALATIN	OR	97062
	TUALATIN CITY OF		TUALATIN	OR	97062
	TUALATIN CITY OF	18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
	TUALATIN CITY OF	18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
	TUALATIN CITY OF	18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
	TRUMBO INVESTMENTS LLC	14365 SW 144TH AVE	TIGARD	OR	97224
2S123BA02406	TRIFECTA INVESTMENT GROUP LLC	PO BOX 4804	TUALATIN	OR	97062
	TRADEWINDS TRUST	PO BOX 594	TUALATIN	OR	97062
	TOTE 'N STOW INC	PO BOX 25216	PORTLAND	OR	97298
	TOTE 'N STOW INC	PO BOX 25216	PORTLAND	OR	97298
2S123BA04400	TONA MARGITU	18245 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123BA70005	TOLAR STREET PROPERTIES LLC	13455 SW 22ND ST	BEAVERTON	OR	97008
2S123BA70006	TOLAR STREET PROPERTIES LLC	13455 SW 22ND ST	BEAVERTON	OR	97008
2S114CD03600	TOBEY REBA R	PO BOX 4232	TUALATIN	OR	97062
2S123AB02800	TK&S REAL PROPERTIES LLC	10240 SW SEDLAK CT	TUALATIN	OR	97062
2S123AB06700	TK&S REAL PROPERTIES LLC	10240 SW SEDLAK CT	TUALATIN	OR	97062
2S123AB11000	TK&S REAL PROPERTIES LLC	10240 SW SEDLAK CT	TUALATIN	OR	97062
2S123AB14500	TK&S REAL PROPERTIES LLC	10240 SW SEDLAK CT	TUALATIN	OR	97062
2S123AB02600	THOMPSON PAYTON D & THOMPSON CHRISTINE	20567 SW ELK HORN CT	TUALATIN	OR	97062
2S123BA00800	THOMPSON FAMILY TRUST	17985 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CC00501	THOMASSEN AARON JENS	17850 SW SHASTA TRL	TUALATIN	OR	97062
2S114CC02000	THOMASON BARBARA J	10100 SW WASCO WAY	TUALATIN	OR	97062
2S114CD01300	TANG TING & TANG LESLIE CORY	146 KINGSGATE RD	LAKE OSWEGO	OR	97035
2S123BA02407	SWENDSEID FAMILY TRUST	1677 KENEWA ST	OJAI	CA	93023
2S114CC01800	SWEENEY JUDY D	17715 SW SHASTA TRAIL	TUALATIN	OR	97062
2S123AB03600	SWANSON DAVID & SWANSON AMANDA	18575 SW 91ST TER	TUALATIN	OR	97062
2S114CD11300	STUBBS BRIAN G & STUBBS SUSAN M	248 HOLDER LN SE	SALEM	OR	97306
2S114CD01400	STRICKLAND JARED ANDREW & STRICKLAND BRITTNEY LYNNE	17845 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123AB07200	STOUT TRAVIS M	9274 SW CASCARA LN	TUALATIN	OR	97062
2S123BA90032	STONE ANGELINA DIANA	9774 SW TUALATIN RD	TUALATIN	OR	97062
2S123BA80004	STEWART JESSICA M	PO BOX 2015	GEARHART	OR	97318
2S114CD09900	STEPHENSON JULIE A	17945 SW SIOUX CT	TUALATIN	OR	97062
2S123AB07800	STEINPREIS RAYMOND L	11777 SW QUEEN ELIZABETH ST APT #215	KING CITY	OR	97224
2S123AB05700	STEELE FRED B JR & STEELE JACQUELYN L	15337 SW SUNSET BLVD	SHERWOOD	OR	97140

2S123AB02100 2S114CD01200 2S114CD00700 2S123AB01200	STEELMAN PATRICK & VOLLAN OLIVIA STATES BAILEY B ST CLAIR MONA SPROUSE FAMILY TRUST SPRADLEY LORELLE A	9267 SW SWEEK DR 22808 SW HIGHLAND DR 17785 SW SHAWNEE TRL 17780 SW SHAWNEE TRL 18652 SW 91ST TER	TUALATIN SHERWOOD TUALATIN TUALATIN TUALATIN	OR OR OR OR OR	97062 97140 97062 97062 97062
	SPEARE JOE & SPEARE PAMELA SUE SMITH ALAN L & SMITH DIANNA C	PO BOX 355 10195 SW WASCO WAY	TUALATIN TUALATIN	OR OR	97062 97062
2S123BA03600	SMITH HERBERT T JR & BEVERLEY A REV LIV TRUST	18115 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123BA80003	SMITH MARGARET F & DONALD M SMITH REV LIV TRUST	9721 SW TUALATIN RD	TUALATIN	OR	97062
2S123AB15200	SMALL MATTHEW & SMALL JAMEE	9121 SW SWEEK DR	TUALATIN	OR	97062
2S123AB03700	SKOF ROBERT	PO BOX 1873	LAKE OSWEGO	OR	97035
2S123AB02000	SINCLAIR BRIAN GRAHAM	18721 SW 91ST TER	TUALATIN	OR	97062
2S123AB10300	SIMS ADAM C & SIMS MARILYN	1671 VILLAGE PARK LN	LAKE OSWEGO	OR	97034
	SIMPSON RACHEL	18576 SW 92ND TER	TUALATIN	OR	97062
	SIMCOE ROBERT DANIEL & SIMCOE PATRICIA DAWN	1410 NE OLSON RD	GRANTS PASS		97526
	SHUGERT MARK	297 NE TRALEE CT		OR	97124
	SHERER CHARLENE R	18592 SW 91ST TER		OR	97062
	SHAW FAMILY TRUST	17780 SW SHASTA TRL	TUALATIN	OR	97062
	SEYMOUR JAMIE L	18692 SW 91ST TER	TUALATIN	OR	97062
2S114CD06500	SEVERSON BRANDT E & BIGELOW SHELLEY & BIGELOW GREGORY	22511 SW 106TH AVE	TUALATIN	OR	97062
	SELBY WILLIAM R & SELBY SHARYN L	17910 SW SIOUX CT	TUALATIN	OR	97062
	SEDILLO FAMILY TRUST & SEDILLO SURVIVOR'S TRUST	17915 SW SIOUX CT	TUALATIN	OR	97062
2S114CC03700	SCHWENN NOELLE & SCHWENN JASON JAMES & TRENOR JOHN	17775 SW YAQUINA CT	TUALATIN	OR	97062
	SCHNABEL ERIKA	9780 SW TUALATIN RD	TUALATIN	OR	97062
	SCHIEDLER JEFFREY & KUCK JORDAN	18693 SW 93RD TER	TUALATIN	OR	97062
	SCHEPPACH PATRICIA & CAMACHO DAVID	18704 SW 92ND TER	TUALATIN	OR	97062
	SCHAUB LINDSEY M	18621 SW 93RD TER	TUALATIN	OR	97062
	SANDOVAL JODY & POURHASSAN NADER	9240 SW CASCARA LN	TUALATIN	OR	97062
	SABERI BABAK ROBERT W	9284 SW SWEEK DR	TUALATIN	OR	97062
2S114CC02500	RUSSO WILLIAM KIRKPATRICK & BURKE MADISON ELIZABETH	17840 SW YAQUINA CT	TUALATIN	OR	97062
2S123BA04500	RUPERT SUSAN L	18225 SW CHEYENNE WAY	TUALATIN	OR	97062
	RUNNELS CHRISTA M & RUNNELS CHRISTOPHER M	17895 SW SIOUX CT	TUALATIN	OR	97062
	RUIZ BERTHA K	18610 SW 91ST TER	TUALATIN	OR	97062
	ROTH-KLEPPER DEBORAH	10155 SW WASCO WAY	TUALATIN	OR	97062
	ROSS MICHAEL S & ROSS DIANE MIDDLETON	17905 SW SHAWNEE TRL	TUALATIN	OR	97062
	ROSS RONALD O & ROSS ILGA A	8275 SW SENECA ST		OR	97062
	ROSKOP JASON M & ROSKOP KINDRA M	18562 SW 92ND TER	TUALATIN	OR	97062
2S123B000702	ROSEDALE PROPERTIES LLC	PO BOX 431	LAKE OSWEGO	OR	97034

2S123BA02100 2S123BA80002 2S114CD10500 2S123AB15000 2S123BA04100 2S123BA02405	ROLLING FRITO-LAY SALES LP ROLFE LIVING TRUST RODRIGUEZ NESTOR RAFAEL ROCHA JOSEPH D & JOY M FAMILY TRUST ROBERT CYNTHIA & ROBERT DOUGLAS RHOADS JOHN & RHOADS SHARON REYNOLDS RICKY R & REYNOLDS-WEAKLAND KARI M REIGLE TYLER ALEXANDER & SIMONETTI LARA AGOSTINA	3131 S VAUGHN WAY #301 18060 SW CHEYENNE WAY 9715 SW TUALATIN RD 17845 SW SIOUX CT 15784 SW COLYER WAY 18210 SW SHAWNEE TRL 13848 SW 159TH TER 9233 SW CASCARA LN	AURORA TUALATIN TUALATIN TUALATIN TIGARD TUALATIN TIGARD TUALATIN TIGARD	CO OR OR OR OR OR OR	80014 97062 97062 97062 97224 97062 97223 97062
2S123BA02600 2S123BA90041 2S123BC01200 2S114CC00700 2S114CC01900 2S123BD01100 2S123AB08100 2S114CC03000 2S123BA04000 2S123BA04000 2S114CD01501 2S114CC02200	REEVES KEVIN MATTHEW RED DOG PROPERTIES LLC RANSOM SCOTT PIETER RAE DEBRA PZHERMAN LLC PUHL FREDERIC J POWDER TECH INC POULSON LINDA S & POULSON JEFFREY W PINTOS EDUARDO J & SOLORIO PATRICIA PIKE ROBERT & PIKE GAIL PHILLIPS JOHN C & PHILLIPS JANET P PETERSON ROBERT J & QUIMBY-PETERSON SALLY C PERONA STEPHEN & PERONA MEGAN PERMAN KEVIN L & MARLYN J LIV TRUST	9282 SW CASCARA LN 4960 IRELAND LN 18690 SW 92ND TER 9772 SW TUALATIN RD PO BOX 1696 17900 SW SHASTA TRL PO BOX 3221 10050 SW WASCO WAY 9211 SW CASCARA LN 17960 SW YAQUINA CT 18190 SW SHAWNEE TRAIL 17875 SW SHAWNEE TRL 17750 SW YAQUINA CT 17880 SW CHEYENNE WAY	TUALATIN WEST LINN TUALATIN TUALATIN BEAVERTON TUALATIN	OR O	97062 97068 97062 97062 97062 97062 97062 97062 97062 97062 97062 97062 97062
2S123AB11100 2S123BC01300 2S123BD00600 2S114CC00900	PATTERSON STEPHEN M & PATTERSON KATHLEEN GREENE  PARADIS CHERYL  PACIFIC PARTNER WAREHOUSE LLC  PACIFIC STATES INDUSTRIAL PARK OWNERS OF ALL LOTS  OVERTON DAVID M & OVERTON ALLYSON  OUBRE STEVEN J & OUBRE CINDY L & OUBRE NICHOLAS J	9279 SW CASCARA LN  18715 SW 93RD TER PO BOX 2034  17960 SW SHASTA TRL 9770 SW TUALATIN RD	TUALATIN TUALATIN LAKE OSWEGO TUALATIN TUALATIN	OR OR OR OR OR OR	97062 97062 97035 00000 97062 97062
2S123AB00800 2S123AB01500 2S123AB03300	OREGON SANDBLASTING & COATING INC ORANGE STAR PROPERTIES LLC ONSAGER PER & ONSAGER PHOENIX S O'NEILL ELAINE A REV TRUST ONE HUNDREDTH COURT INDUSTRIAL CONDO UNIT OWNERS	PO BOX 1171 4931 SW 76TH AVE #367 18686 SW 91ST TER PO BOX 1755	TUALATIN PORTLAND TUALATIN LAKE GROVE	OR OR OR OR OR	97062 97225 97062 97035 00000
2S123BA04300	OLIVER CARMEN LEANN OGORZALY REGINA A O'DONNELL KATIE	17955 SW SHASTA TRL 18250 SW SHAWNEE TRAIL 9272 SW SWEEK DR	TUALATIN TUALATIN TUALATIN	OR OR OR	97062 97062 97062

28114CC00300   MYERS FAMILY TRUST   17810 SW SHASTA TRL   TUALATIN   OR   970	2S123BD00300 2S123BA04700	NORRIS MICHELLE K NIEMEYER JOHN E & MEADER JEFFREY W NICHUALS VARONIKA NELSON CHRISTOPHER T & NELSON GARY R & NELSON PATSY A	9171 SW SWEEK DR 15 82ND DR STE 210 18195 SW CHEYENNE WAY 9733 SW TUALATIN RD	TUALATIN GLADSTONE TUALATIN TUALATIN	OR OR OR OR	97062 97027 97062 97062
CAMPUSANO LUIS MIGUEL  2S123AB14800 MOORE MARCIA & MOORE CASEY  2S123BC00300 MJMARK LLC & MARK PROPERTIES LP  2S123BC00300 MJMARK LLC & MARK PROPERTIES LP  2S123AB06900 MILLER PETER R JR & MILLER DANA  2S145AB06900 MCNEIL SIERRA LEE  9273 SW SWEEK DR  1UALATIN OR 970  2S123AB06900 MCODONALD CASSIE A & MCDONALD ROBERT A  9296 SW SWEEK DR  1UALATIN OR 970  2S123AB15100 MCCLAIN SCOTT  9133 SW SWEEK DR  1UALATIN OR 970  2S123BA02403 MAYES DEBORAH P & MAYES CURTIS R  18270 SW CHEYENNE WAY  1UALATIN OR 970  2S123AB06900 MASEDA HALEY M & MASEDA JOHN J  2S1414CCO4200 MARTIN WILTON & HONERHEA TRUST  10175 SW WASCO WAY  1UALATIN OR 970  2S123AB07700 MARSTON JEFFREY C  2S124AB07700 MARSTON JEFFREY C  2S124AB07700 MARSTON JEFFREY C  2S123B01101 MARKS 18400 LLC  2S123B01101 MARKS 18400 LLC  2S123B01101 MARKS 18400 LLC  2S123B07900 MAGINNIS THOMAS DAVID & MAGINNIS ASHLEY CATHERINE  9220 SW CASCARA LN  1UALATIN OR 970  2S123B07900 MAGINNIS THOMAS DAVID & MAGINNIS ASHLEY CATHERINE  9220 SW CASCARA LN  1UALATIN OR 970  2S123B07900 MAGINNIS THOMAS DAVID & MAGINNIS ASHLEY CATHERINE  9220 SW CASCARA LN  1UALATIN OR 970	2S114CC00300 2S123AB04600 2S123BA03500 2S123AB15400 2S123AB12800 2S114CD07001 2S114CD10800	MYERS FAMILY TRUST MURRELL STEPHEN M & MURRELL ELIZABETH JEAN MURPHY KATHLEEN M MULLEN PATRICK M MORSE LAUREN M & SHIMADA SEAN Y MORO PETER & MORO PATRICIA M MORAN AMY L	17810 SW SHASTA TRL 18634 SW 92ND TER 18085 SW CHEYENNE WAY 9101 SW SWEEK DR 18551 SW 93RD TER 12610 NE 59TH AVE 17870 SW SIOUX CT	TUALATIN TUALATIN TUALATIN TUALATIN TUALATIN VANCOUVER TUALATIN	OR OR OR OR OR WA OR	97068 97062 97062 97062 97062 97062 98686 97062 97062
2S123BB01101 MARKS 18400 LLC 2S123BA04200 MANOUGIAN RYAN & MCVITTIE NICOLE 2S123AB07900 MAGINNIS THOMAS DAVID & MAGINNIS ASHLEY CATHERINE  18200 SW TETON AVE 18200 SW TETON AVE 18230 SW SHAWNEE TRL 10ALATIN 10A	2S123AB14800 2S123BC00300 2S123AB06900 2S114CD07201 2S123AB13300 2S123AB09500 2S114CD02600 2S123AB15100 2S123AB15100 2S123BA02403 2S123AB08900 2S114CC04200	CAMPUSANO LUIS MIGUEL MOORE MARCIA & MOORE CASEY MJMARK LLC & MARK PROPERTIES LP MILLER PETER R JR & MILLER DANA MEARS SAMUEL JACK & MEARS CLAIRE BETH MCNEIL SIERRA LEE MCDONALD CASSIE A & MCDONALD ROBERT A MCCLURE FAMILY TRUST MCCLAIN SCOTT MAYES DEBORAH P & MAYES CURTIS R MASEDA HALEY M & MASEDA JOHN J MARTIN WILTON & HONERHEA TRUST	955 NW HIGHLAND TER 111 SW COLUMBIA ST STE 1380 9294 SW CASCARA LN 17835 SW CHIPPEWA TRL 9273 SW SWEEK DR 9296 SW SWEEK DR 17760 SW CHEYENNE WAY 9133 SW SWEEK DR 18270 SW CHEYENNE WAY 9265 SW CASCARA LN 10175 SW WASCO WAY	CORVALLIS PORTLAND TUALATIN	OR	97330 97201 97062 97062 97062 97062 97062 97062 97062 97062 97062
2S123AB06800 LUNDGREEN BETH       9298 SW CASCARA LN       TUALATIN       OR       970         2S123BA02900 LU QBF II LLC       PO BOX 483       TUALATIN       OR       970         2S123BA03100 LU QBF II LLC       PO BOX 483       TUALATIN       OR       970         2S123BA05500 LU QBF LLC       PO BOX 483       TUALATIN       OR       970	2S114CD00300 2S123BB01101 2S123BA04200 2S123AB07900 2S123AB07400 2S114CD02300 2S123AB06800 2S123BA02900 2S123BA03100 2S123BA05500	MARSDEN DONALD W TRUST & MARSDEN PHYLLIS LEE TRUST  MARKS 18400 LLC  MANOUGIAN RYAN & MCVITTIE NICOLE  MAGINNIS THOMAS DAVID & MAGINNIS ASHLEY CATHERINE  MADSEN CHRIS & MICHELLE TRUST  MACKEY ELLEN JEAN  LUNDGREEN BETH  LU QBF II LLC  LU QBF LLC	17900 SW SHAWNEE TRL  18200 SW TETON AVE 18230 SW SHAWNEE TRL 9220 SW CASCARA LN  1897 ARROYO AVE 17850 SW CHEYENNE WAY 9298 SW CASCARA LN PO BOX 483 PO BOX 483 PO BOX 483	TUALATIN TUALATIN TUALATIN TUALATIN OCEANSIDE TUALATIN TUALATIN TUALATIN TUALATIN TUALATIN TUALATIN	OR	97062 97062 97062 97062 97062 97062 97062 97062 97062 97062 97062

2S123AB00600	LLOYD JACK W & ST MARIE JUNE B	18604 SW 91ST TER	TUALATIN	OR	97062
	LITERA GEORGE J	9287 SW SWEEK DR	TUALATIN	OR	97062
2S123AB11800		18647 SW 93RD TER	TUALATIN	OR	97062
	LINVILLE JAMES M & LINVILLE MARCIA T	PO BOX 3833	TUALATIN	OR	97062
2S123AB03500		13449 NW ALVADA ST	PORTLAND	OR	97229
	LIFE FRONT 2 LLC	3015 NE 44th AVE	PORTLAND	OR	97213
	LIBERTY OAKS HOA	4386 SW MACADAM AVE STE 102	PORTLAND	OR	97239
	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB11600	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB14200	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB14300	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB14400	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB16100	LIBERTY OAKS HOA	4386 SW MACADAM AVE STE 102	PORTLAND	OR	97239
2S123AB05000	LI QINGYU & SHEN DONGLAN	5358 NW PRIMINO AVE	PORTLAND	OR	97229
2S123AB09600	LEWIS MILES	9292 SW SWEEK DR	TUALATIN	OR	97062
2S123AB12400	LEPAIGE LOREEN RENE	18593 SW 93RD TER	TUALATIN	OR	97062
2S123AB07000	LEMERY JAMES M	9290 SW CASCARA LN	TUALATIN	OR	97062
	LEIGHS INVESTMENTS #3 LLC	9531 SW SILETZ DR	TUALATIN	OR	97062
2S114CC00800	LEE KADENCE ROBERT & LEE REMINGTON A	17930 SW SHASTA TRL	TUALATIN	OR	97062
2S114CD06900	LAZOFF GREGG A & LAZOFF MICHELLE F	17900 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S114CC03100	LAZOFF GREGG A & LAZOFF MICHELLE F LAWRENCE FAMILY TRUST LAW ROGER W LANMAN KATHLEEN LANDIS JAMES W LANDAU TYLER KUSKE SONJA KRUGER LISABETH CORSON KOPETSKI COLIN JAMES & KOPETSKI ARLENE ABES	17935 SW YAQUINA CT	TUALATIN	OR	97062
2S123BA01300	LAW ROGER W	18135 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123AB06400	LANMAN KATHLEEN	9277 SW TANOAK LN	TUALATIN	OR	97062
2S123BA01600	LANDIS JAMES W	18210 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB02300	LANDAU TYLER	18697 SW 91ST TER	TUALATIN	OR	97062
2S123AB07500	KUSKE SONJA	8397 SW DURHAM LN	TIGARD	OR	97224
2S123AB03100	KRUGER LISABETH CORSON	18627 SW 91ST TER	TUALATIN	OR	97062
2S123BA01200	KOPETSKI COLIN JAMES & KOPETSKI ARLENE ABES	18105 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CC02100	KISH KIRSTEN SANDSTROM	17720 SW YAQUINA CT	TUALATIN	OR	97062
2S114CC03900	KISER MICHAEL D & KISER AMBER N	17715 SW YAQUINA CT	TUALATIN	OR	97062
2S123BA90051	KIRKPATRICK DAVID & KIRKPATRICK JANE & MCGOWAN LUKE E ET	8170 SW VLAHOS DR #215	WILSONVILLE	OR	97070
	AL				
2S123BA90052	KIRKPATRICK DAVID & KIRKPATRICK JANE & KRINKE LINDSAY E	8170 SW VLAHOS DR #215	WILSONVILLE	OR	97070
2S114CD10601	KINNAN ROBERT W	17850 SW SIOUX CT	TUALATIN	OR	97062
2S114CC02300	KING MICHELE R	17780 SW YAQUINA CT	TUALATIN	OR	97062
2S114CD09800	KILLINGER STEVEN W & KILLINGER APRIL	17965 SW SIOUX CT	TUALATIN	OR	97062
	KEYSER CARY A & KEYSER KATHLEEN E	17810 SW SHAWNEE TRL	TUALATIN	OR	97062

\$123BA04900         KEISTER MATTHEW K REV TRUST & KEISTER HEATHER L REV TRUST 17485 SW 107TH AVE         TUALATIN         OR         97062           \$123BA04901         KEISTER MATTHEW K REV TRUST & KEISTER HEATHER L REV TRUST 17485 SW 107TH AVE         TUALATIN         OR         97062           \$114CC02400         KASPRICK ALEXANDRA & ODEGAARD LEONARD         17810 SW YAQUINA CT         TUALATIN         OR         97062           \$123BA00200         KASH FLORENCE REV LIV TRUST         18140 SW SHAWNEE TRL         TUALATIN         OR         97062           \$123BA04800         KARIMI ENTERPRISES LLC         27599 SW MOUNTAIN RD         WEST LINN         OR         97068           \$123AB01900         KALAMARIS ALISSA M         19304 SW 55TH CT         TUALATIN         OR         97062           \$123AB00100         KAILIULI JESSICA L         18674 SW 92ND TER         TUALATIN         OR         97062           \$123AB00900         KAI USA LTD         18600 SW TETON AVE         TUALATIN         OR         97062           \$123AB00900         JUAREZ RIGOBERTO Z         18634 SW 91ST TER         TUALATIN         OR         97062           \$123AB10400         JONES TYLER & MINOR COURTNEY         9236 SW SWEEK DR         TUALATIN         OR         97062           \$114CC03400         JOHNSON K DALE & WALRATH
S114CC02400       KASPRICK ALEXANDRA & ODEGAARD LEONARD       17810 SW YAQUINA CT       TUALATIN       OR       97062         S123BA00200       KASH FLORENCE REV LIV TRUST       18140 SW SHAWNEE TRL       TUALATIN       OR       97062         S123BA04800       KARIMI ENTERPRISES LLC       27599 SW MOUNTAIN RD       WEST LINN       OR       97068         S123AB01900       KALAMARIS ALISSA M       19304 SW 55TH CT       TUALATIN       OR       97062         S123AB05100       KAILIULI JESSICA L       18674 SW 92ND TER       TUALATIN       OR       97062         S123B000701       KAI USA LTD       18600 SW TETON AVE       TUALATIN       OR       97062         S123AB00900       JUAREZ RIGOBERTO Z       18634 SW 91ST TER       TUALATIN       OR       97062         S123AB10400       JONES TYLER & MINOR COURTNEY       9236 SW SWEEK DR       TUALATIN       OR       97062
\$123BA00200       KASH FLORENCE REV LIV TRUST       18140 SW SHAWNEE TRL       TUALATIN       OR       97062         \$123BA04800       KARIMI ENTERPRISES LLC       27599 SW MOUNTAIN RD       WEST LINN       OR       97068         \$123AB01900       KALAMARIS ALISSA M       19304 SW 55TH CT       TUALATIN       OR       97062         \$123AB05100       KAILIULI JESSICA L       18674 SW 92ND TER       TUALATIN       OR       97062         \$123B000701       KAI USA LTD       18600 SW TETON AVE       TUALATIN       OR       97062         \$123AB00900       JUAREZ RIGOBERTO Z       18634 SW 91ST TER       TUALATIN       OR       97062         \$123AB10400       JONES TYLER & MINOR COURTNEY       9236 SW SWEEK DR       TUALATIN       OR       97062
\$123BA04800       KARIMI ENTERPRISES LLC       27599 SW MOUNTAIN RD       WEST LINN       OR       97068         \$123AB01900       KALAMARIS ALISSA M       19304 SW 55TH CT       TUALATIN       OR       97062         \$123AB05100       KAILIULI JESSICA L       18674 SW 92ND TER       TUALATIN       OR       97062         \$123AB000701       KAI USA LTD       18600 SW TETON AVE       TUALATIN       OR       97062         \$123AB00900       JUAREZ RIGOBERTO Z       18634 SW 91ST TER       TUALATIN       OR       97062         \$123AB10400       JONES TYLER & MINOR COURTNEY       9236 SW SWEEK DR       TUALATIN       OR       97062
\$123AB05100       KAILIULI JESSICA L       18674 SW 92ND TER       TUALATIN       OR       97062         \$123B000701       KAI USA LTD       18600 SW TETON AVE       TUALATIN       OR       97062         \$123AB00900       JUAREZ RIGOBERTO Z       18634 SW 91ST TER       TUALATIN       OR       97062         \$123AB10400       JONES TYLER & MINOR COURTNEY       9236 SW SWEEK DR       TUALATIN       OR       97062
\$123B000701 KAI USA LTD       18600 SW TETON AVE       TUALATIN       OR       97062         \$123AB00900 JUAREZ RIGOBERTO Z       18634 SW 91ST TER       TUALATIN       OR       97062         \$123AB10400 JONES TYLER & MINOR COURTNEY       9236 SW SWEEK DR       TUALATIN       OR       97062
S123AB00900 JUAREZ RIGOBERTO Z 18634 SW 91ST TER TUALATIN OR 97062 S123AB10400 JONES TYLER & MINOR COURTNEY 9236 SW SWEEK DR TUALATIN OR 97062
S123AB10400 JONES TYLER & MINOR COURTNEY 9236 SW SWEEK DR TUALATIN OR 97062
S114CC03400 JOHNSON K DALE & WALRATH BARBARA A 17865 SW VAOLIINA CT THALATIN OR 97062
S123AB03800 JOHNSON BRITTNEY C 18550 SW 92ND TER TUALATIN OR 97062
S123BA01000 JOHANSON PHILLIP D & JOHANSON CAROL L 18045 SW SHAWNEE TRL TUALATIN OR 97062
S123BA00600 ISHAM RODERICK S & ISHAM EILEEN O 18020 SW SHAWNEE TRL TUALATIN OR 97062
S114CD01000 INGRAM NICOLE G & BLACK JEREMY AARON 17725 SW SHAWNEE TRL TUALATIN OR 97062
S123BD00700 ICHOR SYSTEMS INC 9660 SW HERMAN RD TUALATIN OR 97062
S123AB09100 HUNT NICHOLAS ALLEN & HUNT GLADYS JESSENIA 9283 SW CASCARA LN TUALATIN OR 97062
S114CC03500 HULL RENELL B 17835 SW YAQUINA CT TUALATIN OR 97062
S123AB01000 HUDDLESON HOLLY 18640 SW 91ST TER TUALATIN OR 97062
S123AB06100 HSU GRACE S REV TRUST 2876 EMERSON ST PALO ALTO CA 94306
S123AB09200 HOWELL MARCELLA A 9291 SW CASCARA LN TUALATIN OR 97062
S114CD00400 HOUGHTON MICHAEL D 17870 SW SHAWNEE TRL TUALATIN OR 97062
S114CD02900 HOUCK CLARENCE ELLSWORTH REV TRUST & HOUCK MARGARET 17730 SW CHEYENNE WAY TUALATIN OR 97062
ANN REV TRUST
S123AB08300 HOLMES MCKENNA & HOLMES WILLIAM N 9225 SW CASCARA LN TUALATIN OR 97062
S123AB14000 HOENER KYLAN C & HOENER JOHANNA 9223 SW SWEEK DR TUALATIN OR 97062
S123AB06600 HINES TIMOTHY G & HINES MISTY D 9293 SW TANOAK LN TUALATIN OR 97062
S114CD03001 HILL RANDALL M & GEIGER ROWENA A 17995 SW CHEYENNE WAY TUALATIN OR 97062
S114CD03300 HILL ROBERT E & HILL DANA L 17905 SW CHEYENNE WAY TUALATIN OR 97062
S114CD03700 HILGEFORT BRANDELYN 9710 SW PAWNEE PATH TUALATIN OR 97062
S123AB10500 HENNINGER DANA 9230 SW SWEEK DR TUALATIN OR 97062
S123AB10200 HELLBERG JENNIFER A 9248 SW SWEEK DR TUALATIN OR 97062
S123AB12700 HEATH NATHAN F & HEATH CHELSEA R 18565 SW 93RD TER TUALATIN OR 97062
S123AB13000 HARRISON PAMELA K 3619 RINKES CT NEWBERG OR 97132
S123AB11200 HARKLESS MYCHAL SEAN & ARAIZA ERIKA Y 18707 SW 93RD TER TUALATIN OR 97062
S123AB12300 HANSELL JULIE L 18601 SW 93RD TER TUALATIN OR 97062
S123AB10000 HANCOCK ELIZABETH N 9260 SW SWEEK DR TUALATIN OR 97062

2S123AB01800 HAMPTON ALEC IRWIN & REED MICHAEL DANIELLE	18718 SW 91ST TER	TUALATIN	OR	97062
2S123BA04601 HALL DAVE & LINDA TRUST	10135 SE 222ND DR	DAMASCUS	OR	97089
2S114CD00500 HAGER LORRAINE M TRUST	17840 SW SHAWNEE TRAIL	TUALATIN	OR	97069
2S114CC03300 HACKETT LIV TRUST	17895 SW YAQUINA CT	TUALATIN	OR	97062
2S114CC01200 GROMLICH ALAN ROBERT & SIEGLINDE H TORRES-ORTIZ REV LIV	16779 NW YORKTOWN DR	BEAVERTON	OR	97002
TRUST	10773 NW TOTAL TOWN DIC	BLAVEITION	OIX	37000
2S123BA80001 GRAHAM ALLAN B TRUST	9705 SW TUALATIN RD	TUALATIN	OR	97062
2S123BA90031 GRAHAM KATHLEEN J	9776 SW TUALATIN RD-UNIT A	TUALATIN	OR	97062
29123BA00012 COODING EUSA	9782 SW TUALATIN RD	TUALATIN	OR	97062
2S123BA90012 GOODING ELISA 2S123AB9000 GOOD ANNETTA FAYE & GOOD MARLIN RAY	9214 SW CASCARA LN	TUALATIN	OR	97062
2S114CD09400 GONZALEZ RAUL	17960 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S114CD07400 GODOWSKI KAZ	17775 SW CHIPPEWA TRAIL	TUALATIN	OR	97062
2S123AB08500 GLADIS DEBORAH	9237 SW CASCARA LN	TUALATIN	OR	97062
2S123AB05500 GILBERT GAIL D	18716 SW 92ND TER	TUALATIN	OR	97062
2S114CD03400 GETAHUN AZEB & BIZUNEH SAMUEL	17875 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CD01700 GERMOND JONATHAN P & GERMOND MARIANNE C	17935 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CC00600 GARZA DANIEL & GARZA BRIDGETTE	6855 SW NYBERG ST UNIT #J102	TUALATIN	OR	97062
2S123BA01400 GARDEN CAROL LIV TRUST	7871 SW PONDEROSA DR	SANDY	UT	84094
2S123AB14900 GARD VALERIE GAIL	9157 SW SWEEK DR	TUALATIN	OR	97062
2S123BC00700 FUENTE ROSE LLC	33120 NE LESLEY RD	NEWBERG	OR	97132
2S123AB13200 FRY JENNIFER LYNN	9285 SW SWEEK DR	TUALATIN	OR	97062
2S123BA01900 FROST FAMILY LIV TRUST	18120 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CC02900 FREGOSO OMAR	17930 SW YAQUINA CT	TUALATIN	OR	97062
2S123BA90022 FREDRICKSON BRIAN & FREDRICKSON ROSELYN	9778 SW TUALATIN RD	TUALATIN	OR	97062
2S123AB04200 FOX KAREN RAE PERL TRUST	18590 SW 92ND TER	TUALATIN	OR	97062
2S123AB06500 FOLEY KRISTA	9289 SW TANOAK LN	TUALATIN	OR	97062
2S123AB02700 FERRY MICHELLE ANN	18655 SW 91ST TER	TUALATIN	OR	97062
2S114CD11100 FERNANDEZ KASEY & FERNANDEZ MICHAEL	17920 SW SIOUX CT	TUALATIN	OR	97062
2S123BA00500 FAZZOLARI STEVEN J & FAZZOLARI CHRISTINE L	18050 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CD09500 EVANSTEIN MARC & EVANSTEIN EMILY	17955 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S123BA00700 ESTES BETTY RAE TRUST	17970 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123AB15300 EMBREE DOUGLAS S & EMBREE JESSICA D	9115 SW SWEEK DR	TUALATIN	OR	97062
2S123AB09300 EDWARDS BRYAN C & ROCHELLE-STEPHENS TAYLOR T	9297 SW CASCARA LN	TUALATIN	OR	97062
2S123AB03200 EASTERLY CHRISTINE LYNN	18611 SW 91ST TER	TUALATIN	OR	97062
2S123BA70001 EASTBOUND PROPERTIES LLC	32019 NE CORRAL CREEK RD	NEWBERG	OR	97132
2S123BA70002 EASTBOUND PROPERTIES LLC	32019 NE CORRAL CREEK RD	NEWBERG	OR	97132
2S114CC00100 DUNLAP WILLIAM R	17750 SW SHASTA TRL	TUALATIN	OR	97062
2S123AB02400 DULING ISAAC PATRICK	18689 SW 91ST TER	TUALATIN	OR	97062
2S114CC03801 DULIERE JEFFREY L & DULIERE MARCELINA G	17745 SW YAQUINA CT	TUALATIN	OR	97062
2S123AB06300 DOVER CONNIE	9269 SW TANOAK LN	TUALATIN	OR	97062
2S123AB10600 DOUGLASS L	9224 SW SWEEK DR	TUALATIN	OR	97062

	DJI INVESTMENT LLC	10100 SW HERMAN RD	TUALATIN	OR	97062
	DIXON LARRY D & DIXON ALICE E	18000 SW CHEYENNE WAY	TUALATIN	OR	97062
	DING XIAOHONG	19240 MEGLY CT	LAKE OSWEGO		97034
	DICKIE SARAH CORREA & DICKIE JOSHUA	18025 SW CHEYENNE WAY	TUALATIN	OR	97062
	DEVERS CHRISTOPHER J & DEVERS KIM L	17925 SW CHIPPEWA TRL	TUALATIN	OR	97062
	DESANTIS DANIEL DOMINIC & MILLER KATHERINE ADELE	18704 SW 91ST TER	TUALATIN	OR	97062
	DEPAOLIS KATE E	9216 SW SWEEK DR	TUALATIN	OR	97062
	DEMISSE TEREFE	15885 SW SERENA CT	TIGARD	OR	97224
	DEJAGER JOHN & CYNTHIA FAMILY TRUST	18926 INDIAN SPRINGS CIR	LAKE OSWEGO		97035
2S123BA01100	DECKER JAY E REV TRUST & CARLSON SUSAN K REV TRUST &	18075 SW SHAWNEE TRL	TUALATIN	OR	97062
	JACKSON ZEPHRINE C ESTAT				
	DANESHI ALI & EMADI PARASTOO	17920 SW YAQUINA CT	TUALATIN	OR	97062
	CURL SPENCER & CURL SARAH	9089 SW SWEEK DR	TUALATIN	OR	97062
	CRIST KELLY & CRIST MARGARET	9784 SW TUALATIN RD	TUALATIN	OR	97062
	CRISP STANLEY D	17865 SW SHASTA TRL	TUALATIN	OR	97062
	CRALL RICHARD F & CRALL BARBARA	10055 SW WASCO WAY	TUALATIN	OR	97062
	CRALL RICHARD F & CRALL BARBARA M	10055 SW WASCO WAY	TUALATIN	OR	97062
2S114CD00100	CORRIGAN MAXINE	17960 SW SHAWNEE TRL	TUALATIN	OR	97062
	COOPER ZACHARY RYAN	17875 SW SIOUX CT	TUALATIN	OR	97062
2S123AB02900	COOK SHAWNA MICHELLE	18643 SW 91ST TER	TUALATIN	OR	97062
2S123AB03000	COLEMAN AISHA & COLEMAN JAMES	18635 SW 91ST TER	TUALATIN	OR	97062
2S114CD00800	CHEEK JOSEPH & CHEEK TERRA	17750 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CC01600	CHAPMAN PAUL G & CHAPMAN VALERIE D	17805 SW SHASTA TRL	TUALATIN	OR	97062
2S123BA00701	CHAFF DAVID A	29791 SW KINSMAN RD	WILSONVILLE	OR	97070
2S123AB05800	CHADWICK KATHLEEN M	9227 SW TANOAK LN	TUALATIN	OR	97062
2S123BA80000	CEDARWOOD CONDOS OWNERS OF UNITS			OR	00000
2S114CD02500	CARRASCO TONI REV LIV TRUST	17790 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123BA00900	CAMPBELL ROBERT E & ELTINGE BARBARA A	18015 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123AB01300	BUTTERCREEK FARM LLC	23325 SW STAFFORD RD	TUALATIN	OR	97062
2S123AB13600	BUSHMAN MARTIN BENJAMIN & BUSHMAN ERIKA H	15321 SW SUNSET BLVD	SHERWOOD	OR	97140
2S123BB00100	BUDIHAS ROBERT J REV TRUST	18175 SW 100TH CT	TUALATIN	OR	97062
2S123BA01800	BRYANT ROBERT C & BRYANT CHRISTINE R	18150 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB13800	BRUCE ROBERT A	9231 SW SWEEK DR	TUALATIN	OR	97062
2S123AB01400	BROCKMANN FRED & BROCKMANN ANNALISA	10955 SW EVANS CT	TUALATIN	OR	97062
2S114CD0020	BRITTON CHARLES A & BRITTON GENEE M	17930 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CD10200	BRITTON JEFFREY T & BRITTON CHARLENE A				
2S123BA90000	BRIAN PARK CONDOMINIUM OWNERS OF UNITS			OR	00000
2S114CD02400	) BREWSTER-FUJI JANELLE L	17820 SW CHEYENNE WAY	TUALATIN	OR	97062
	) BRADEN JOHN B & BRADEN BRENDA L	17965 SW SHAWNEE TRL	TUALATIN	OR	97062
	BOWLSBY/MCCORD ENTERPRISES LLC	9730 SW HERMAN RD	TUALATIN	OR	97062
2S123AB06000	BOULEY JASON CHRISTOPHER & BOULEY MELINDA A	9239 SW TANOAK LN	TUALATIN	OR	97062

2S123AB10700	BOLAND CODY	9222 SW SWEEK DR	TUALATIN	OR	97062
	BOATWRIGHT LYNDA I & BOATWRIGHT JAMES G	17635 SW SHAWNEE TRL	TUALATIN	OR	97062
	BETTIS SARAH S	18640 SW 92ND TER	TUALATIN	OR	97062
	BERRY ASHLEY ELIZABETH	18587 SW 93RD TER	TUALATIN	OR	97062
	BENDA MICHAEL	18615 SW 93RD TER	TUALATIN	OR	97062
	BEHRENS GREGORY & BEHRENS JENNIFER	17655 SW SHAWNEE TRL	TUALATIN	OR	97062
	BECKER CURTIS & BECKER CHRISTINA	17870 SW YAQUINA CT	TUALATIN	OR	97062
	BECKER KARI LYNN & BECKER CHRISTOPHER ANDREW	8039 GABRIELS CT	JESSUP	MD	20794
	BECK JOHN E & BECK KIMBERLY	17865 SW CHIPPEWA TRAIL	TUALATIN	OR	97062
	BEACON HILL TRUST	37620 SE HIDDEN FALLS RD	WASHOUGAL	WA	98671
2S123BA00100	BAYNE JAMES & CANDIS JOINT TRUST	18170 SW SHAWNEE TRL	TUALATIN	OR	97062
	BAUGHMAN BRENDA LEE	17890 SW YAQUINA CT	TUALATIN	OR	97062
2S114CD06400	BARTOS PAUL RICHARD LIV TRUST & HOWARD ARVA	17750 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S114CD10700	BARRIOS JUANITA HIDALGO & BARRIOS JESUS ALEJANDRO	17860 SW SIOUX CT	TUALATIN	OR	97062
	HIDALGO				
	BARR FAMILY IX LLC	3455 W FIRST AVE	EUGENE	OR	97402
	BARR FAMILY IX LLC	3455 W FIRST AVE	EUGENE	OR	97402
	BARNES WALTER A TRUST	PO BOX 68288	OAK GROVE	OR	97268
	BALMES LISA L TRUST	9097 SW SWEEK DR	TUALATIN	OR	97062
	BAKER ROSS E & LAURA E REV LIV TRUST	17300 SW 107TH AVE	TUALATIN	OR	97062
2S114CD02100	BAKER RUTH M & BAKER WARREN EDWARD JR	17910 SW CHEYENNE WAY	TUALATIN	OR	97062
	BAKER ALEXANDER MARK & BAKER JOEY K	17935 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CD03100	BAILEY REV TRUST	17965 SW CHEYENNE WAY	TUALATIN	OR	97062
	BAILEY DAYSHA M	9217 SW CASCARA LN	TUALATIN	OR	97062
	BACHMAN KERI D & BACHMAN CRAIG A	17765 SW SHASTA TRL	TUALATIN	OR	97062
	BABCOCK CHRISTOPHER M & BABCOCK LINDA D	18110 SW SHAWNEE TRAIL	TUALATIN	OR	97062
	AYYOUB KEVIN & AYYOUB ERICA	9235 SW TANOAK LN	TUALATIN	OR	97062
	AYALA DAVID A & AYALA MARIE E	17840 SW CHIPPEWA TRAIL	TUALATIN	OR	97062
	ARROYO CHRIS & ARROYO JAQUELINE CUEVAS	18090 SW CHEYENNE WAY	TUALATIN	OR	97062
	ARMS CHRISTINE J TRUST	2521 BEACON HILL DR	WEST LINN	OR	97068
	ARASTEH NIMA	9260 SW CASCARA LN	TUALATIN	OR	97062
	ANDUJO JOANNE E TRUST	17940 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB08800	ANDERSEN-GLASS MADELINE & ANDERSEN-GLASS GAVIN	9257 SW CASCARA LN	TUALATIN	OR	97062
2S123AB01100	ANCHETA ALVIN L & ANCHETA CRISTINA V	18648 SW 91ST TER	TUALATIN	OR	97062
	AMADOR RIGO	18195 SW SHAWNEE TRAIL	TUALATIN	OR	97062
	ALMY JOINT REV TRUST	17830 SW SHASTA TRL	TUALATIN	OR	97062
	AKELLA RAVI S	2029 CHANNING WAY, #4C	BERKELEY	CA	94704
	AIELLO DAX A	8597 SW 91ST TER	TUALATIN	OR	97062
	AEB PROPERTIES LLC	21136 SW NURSERY WAY	SHERWOOD	OR	97140
	AEB PROPERTIES LLC	21136 SW NURSERY WAY	SHERWOOD	OR	97140
	-	-		-	

2S123AB02500	ACHILOV ABDUMADZHID & ACHILOV GALINA	15681 SW THRASHER WAY	SHERWOOD	OR	97140
2S123AB05200	ABOUELSEOUD AHMED	18688 SW 92ND TER	TUALATIN	OR	97062
2S123BD00500	9620 HERMAN ROAD LLC	5611 NE COLUMBIA BLVD	PORTLAND	OR	97218
2S123BA05001	100TH COURT LLC	5611 NE COLUMBIA BLVD	PORTLAND	OR	97218

Riverpark CIO - riverparkcio@gmail.com

# **EXHIBIT B**

# Notice of Neighborhood/Developer Meeting

[See Attached Notice of Neighborhood/Developer Meeting]



Blakely Vogel blakely.vogel@millernash.com 503.349.7454 (direct)

June 22, 2023

#### **VIA FIRST-CLASS MAIL**

«OWNER1»

«OWNERADDR»

«OWNERCITY», «OWNERSTATE» «OWNERZIP»

Subject: Notice of Meeting

Dear Property Owner:

You are cordially invited to attend a meeting on July 12, 2023 from 6:30 pm to 7:30 pm at the Tualatin Library Community Room, 18878 SW Martinzazzi Avenue., Tualatin, OR 97062. This meeting will be held to discuss a proposed project located at 9700 SW Tualatin Road, Tualatin, OR 97062. The proposal is to correct the City of Tualatin's plan map to accurately depict the property line between 9700 SW Tualatin Road and neighboring properties to the west (9905 and 9975 SW Tualatin Road).

#### NO CONSTRUCTION, BUILDING, OR PHYSICAL ALTERATIONS ARE BEING PROPOSED.

This is an informational meeting to share the proposal with interested neighbors. You will have the opportunity to review preliminary plans and identify topics of interest or consideration. Feel free to contact me with any questions or commentary.

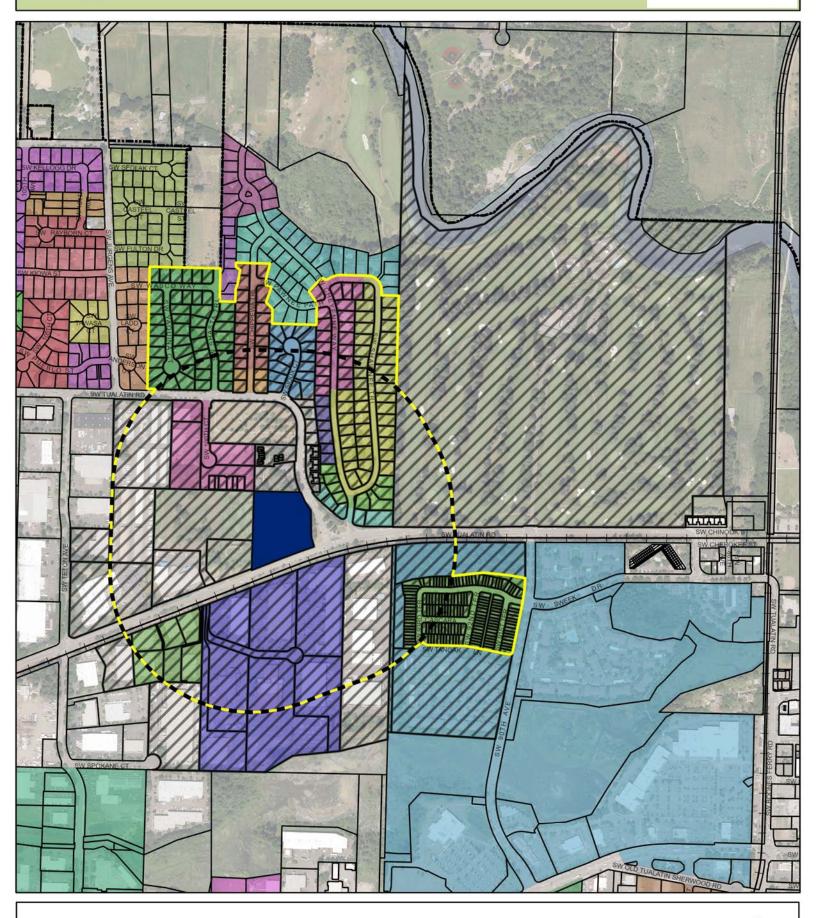
Very truly yours,

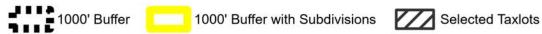
Blakely Vogel

cc: Tualatin Community Development Department

planning@tualatin.gov; Tualatin Community Development Department











### Vogel, Blakely

From: Vogel, Blakely

**Sent:** Thursday, June 15, 2023 1:39 PM

To: Tualatincio@gmail.com; riverparkcio@gmail.com
Cc: Rasmussen, William; Forer, Max; Ext - Planning

**Subject:** Notice of Public Meeting

**Attachments:** Tualatin Public Meeting Notice (CIOs), 4855-7795-4666 v.3.pdf

#### Dear Tualatin CIOs,

I am writing to inform you of a public meeting for a development project pursuant to notice requirements under TDC 32.120(5)(b)(iii). The attached notice should provide you with all relevant information, but please feel free to reach out to me directly if you have any questions.

Best, Blake



Blakely Vogel blakely.vogel@millernash.com 503.349.7454 (direct)

June 15, 2023

**VIA EMAIL** 

<u>Tualatincio@gmail.com</u> Riverparkcio@gmail.com

Subject:

Dear Tualatin Citizen Involvement Organizations:

You are cordially invited to attend a meeting on July 12, 2023 from 6:30 pm to 7:30 pm at the Tualatin Library Community Room, 18878 SW Martinzazzi Avenue., Tualatin, OR 97062. This meeting will be held to discuss a proposed project located at 9700 SW Tualatin Road, Tualatin, OR 97062. The proposal is to correct the City of Tualatin's plan map to accurately depict the property line between 9700 SW Tualatin Road and neighboring properties to the west (9905 and 9975 SW Tualatin Road).

#### NO CONSTRUCTION, BUILDING, OR PHYSICAL ALTERATIONS ARE BEING PROPOSED.

This is an informational meeting to share the proposal with interested neighbors. You will have the opportunity to review preliminary plans and identify topics of interest or consideration. Feel free to contact me with any questions or commentary.

Very truly yours,

**Blakely Vogel** 

cc: Tualatin Community Development Department

planning@tualatin.gov; Tualatin Community Development Department



blakely.vogel@millernash.com 503.349.7454 (direct)

#### **Map Amendment Public Meeting Overview**

Tualatin Library Community Room July 12, 6:30 pm to 7:30 pm

#### **Background:**

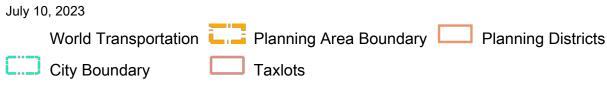
- (1) Miller Nash LLP represents Life Front 2, LLC, dba Willow Glen Mobile Home Park in Tualatin;
- (2) The current fence line between Willow Glen (East) and the Lu Pacific Industrial Park (West) marks the true division between the properties and has been in place for decades;
- (3) This property line is roughly 10 feet (give or take) West of what is recorded in the City's records;
  - o <u>See Maps 1 & 2</u> (Property Lines & Development Zoning)
- (4) Project: correcting the City's records and map;
- (5) The correction process involves a City plan map adjustment, which requires this public meeting;
- (6) Minor consequence: Riverpark CIO and Commercial Industrial CIO boundaries similarly adjusted;
  - o See Map 3 (Tualatin CIO Line)
- (7) Records-correction is the entire project; no construction, building, or physical alterations.

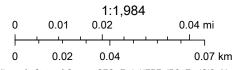
#### **Properties Details:**

- (1) Willow Glen Mobile Home Park:
  - o Address: 9700 SW Tualatin Rd., OR 97062.
  - o Zoning: RESIDENTIAL, Medium Low Density Residential (RML).
- (2) Lu Pacific Industrial Park:
  - Addresses:
    - West-North: 9975 SW Herman Rd, Tualatin, 97062;
    - West-South: 9905 SW Herman Rd, Tualatin, 97062.
  - Zoning: INDUSTRIAL, Light Manufacturing (ML).

### Letter ANSI A Landscape







Maxar, Microsoft, State of Oregon GEO, Esri, HERE, iPC, TualGIS, Metro, GIG, TualGIS

### Letter ANSI A Landscape

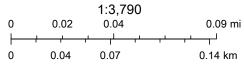




## City of Tualatin, Oregon Community Involvement Organizations (CIOs)



July 10, 2023



State of Oregon GEO, Esri, HERE, iPC, TualGIS, Metro, GIG, TualGIS, Maxar

Attendee Name	Organization	Address	Phone Number	Email
1. Kent Wilson	Home owner	chippewaTR	7~1 97/ <b>40</b> 05544	
2. 5274) 40	2 11	51844 CT.		
3. ALLAN LOMBOS	Li	9735 SW NAZA	カイ	
4. Terny Wager	Home owner	Chippensa TRL	97/4005544	
5.		/// 00		
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28.				

#### July 12, 2023 Public Meeting Notes

**Introduction:** Blakely Vogel of Miller Nash LLP presenting, representing Life 2 Front, LLC, owner of Willow Glen Mobile Home Park.

#### **Topics:**

- Project generally: adjusting the property lines and City map to account for existing property divisions;
- property line adjustment project;
- map amendment project; and
- no construction planned as part of this project.

#### **Discussion (Talking Points & Speakers):**

- Multiple attendees asked about the impact of the project beyond the property line adjustment and map amendment; they were informed that (1) adjustment and amendment were the whole of the project, and (2) there would be no further impacts beyond them.
- Multiple attendees asked about on-going construction projects in the general area, and they were informed that such construction is completely unrelated to the proposed project.
- No attendee expressed concern over the project as proposed.

### Exhibit F

### **Pre-Application Meeting Summary**

### City of Tualatin

### COMMUNITY DEVELOPMENT PLANNING DIVISION

## Pre-Application Meeting Request

The purpose of the Scoping and Pre-Application meetings is to offer early assistance in the land use and permitting process. This includes thoughtful feedback on preliminary design direction and visioning, outlining expectations, and to assist the applicant in attaining a complete application at first submittal.

PROJECT DESCRIPTION				
Project name/title: Property Line Adjustment between Tax Lots.				
What is the primary purpose of this pre-application meeting (What				
would you like to accomplish)? (Attach additional sheets if needed.)				
Discuss the possibility of adjusting the property line between Tax Lot 2S123BA03200 (medium low density residential) to the				
east, and Tax Lots 2S123BA02900 and 2S123BA03100 to the west (both light manufacturing). Owners of all properties have				
agreed to a possible property line adjustment and would like to explore whether this project would create the need for rezoning				
the affected parcels due to Approval criterion TDC 36.100(4)(b). Please see attached narrative for more information.				
PROPERTY INFORMATION				
Property address/location(s): 9700 SW Tualatin Rd., Tualatin, OR 97062;				
9905 SW Herman Rd., Tualatin, OR 97062; and 9975 SW Herman Rd., Tualatin, OR 97062.				
Tax map and tax lot no.(s): $2S123BA03200$ ; $2S123BA03100$ ; and $2S123BA02900$ .				
Zoning: Medium Low Density Residential, and Light Manufacturing.				
PROPERTY OWNER/HOLDER INFORMATION				
Name(s): Life Front Communities				

#### REQUIRED SUBMITTAL **ELEMENTS**

(Note: Requests will not be accepted without the required submittal elements)

☐ A complete application form and accompanying fee.

#### 1 hard copy and an electronic set of the following:

- ☐ Preliminary site and building plans, drawn to scale, showing existing and proposed features. (Plans do not need to be professionaly prepared; just accurate and reliable.)
- ☐ A detailed narrative description of the proposal that clearly identifies the location, existing and proposed uses, and any proposed construction.
- ☐ A list of all questions or issues the applicant would like the City to address.

Address: 9700 SW Tualatin Rd. Phone: (971) 201-2462 City/state: Tualatin, OR Zip: 97062

#### APPLICANT INFORMATION

Name: SAME Address: \_\_\_\_\_ Phone: \_\_\_\_\_ City/state: \_\_\_\_\_ Contact person: Blakely Vogel Phone: (503) 349-7454 Email: blakely.vogel@millernash.com

#### **Pre-application Conference Information**

All of the information identified on this form is required and must be submitted to the Planning Division with this application. Conferences are scheduled subject to availability and a minimum of two weeks after receiving this application and all materials. Pre-application conferences are one (1) hour long and are typically held on Wednesdays between 2-4 p.m.

FOR STAFF USE ONLY
Case No.:
Related Case No.(s):
Application fee:
Application accepted:
By: Date:
Date of pre-app:
Time of pre-app:
Planner assigned to pre-app:

If more than four (4) people are expected to attend the pre-application conference in your group, please inform the City in advance so that alternate room arrangements can be made to accommodate the group.

What type of development are you proposing? (Check all that apply)							
[ ] Industrial [ ] Commercial [ ] Residential [ ] Institutional [ ] Mixed-use							
Please provide a brief description of your project: (Attach additional sheets if needed.) Please include description							
of existing uses and structures in addition to what is proposed.							
Project is a property line adjustment; development project questions are inapplicable.							
Are you familiar with the development process in Washington or Clackamas County or Tualatin?  [ ] Yes [ ] No							
If yes, please identify an example project:							
Are you familiar with the sections of the Tualatin Development Code (TDC) that pertain to your proposed development?							
¡X Yes [] No							
Is the property under enforcement action? If yes, please attached a notice of the violation.							
Please provide the names of City, TVF&R, CWS, and County staff with whom you							
have already discussed this proposal:							
N/A.							



### PROPERTY LINE ADJUSTMENT PROPOSAL

# 9700 SW Tualatin Road Pre-Application Meeting Summary

The pre-application conference is intended to be a tool to assist applicants in navigating the land use process, but is not intended to be an exhaustive review that identifies or resolves all potential issues, and does not bind or preclude the City from enforcing any applicable regulations or from applying regulations in a manner differently than may have been indicated at the time of the pre-application conference.

#### **Required Land Use Reviews**

Submit electronically via eTrakit: <a href="https://permits.ci.tualatin.or.us/eTrakit/">https://permits.ci.tualatin.or.us/eTrakit/</a>.

#### **Property Line Adjustment:**

Please contact Tony Doran, Engineering Associate, at 503.691.3035 or <a href="mailto:tdoran@tualatin.gov">tdoran@tualatin.gov</a> with any infrastructure and as-built questions.

Type I Application – See Tualatin Development Code Chapter <u>36.100</u>:

https://www.tualatinoregon.gov/sites/default/files/fileattachments/engineering/page/5159/development - app sub par pla w sign and mailing labels.pdf

Ministerial action decided by City Staff

#### Submittal materials listed in:

- TDC 32.140, including a Citizen Involvement Organization (CIO) statement. More information may be found here: https://www.tualatincio.org/riverpark-cio
- TDC 36.100(3), including a:
  - o Chain of title and legal description for affected properties
  - Site Plan, drawn to scale, that indicates:
    - The dimensions and areas of the units of land before and after the proposed property line adjustment; and
    - Setbacks, building separations, lot coverage, vehicular access, and public and private utilities.
  - Narrative with findings to address approval criteria listed in: <u>TDC 36.100(4)</u>
    - Adjustment must not result in nonconforming development or increase the degree of nonconformity of existing development
    - The property line adjustment is not prohibited by any existing City land use approval, or previous condition of approval
      - AR 20-0002: Herman Road Industrial
      - AR 87-34, 88-03, 89-01 Willow Court Development reviews



#### **Required Service Provider Letters**

• Clean Water Services will comment on additional natural resource, through their Review process. The Service Provider Letter from CWS is a requirement of a complete land use or Engineering permit submittal: https://dynamic.cleanwaterservices.org/Forms/PreScreen.

#### Considerations:

- TDC 36 does not preclude the split zoning, however, split lots are not desired. Industrial development would not be allowed on the residential portion and vice versa.
  - Depending on the specifics the parcels and development on each, the adjustment could create a nonconformity (in either land unit or development or both), which is prohibited by the code.
  - Once a nonconforming use is terminated, any subsequent use of the subject lot must conform to the current standards and criteria of this Code. After a nonconforming use is terminated, the use must not be allowed to resume, in whole or in part, under the same or different ownership or management.

#### Plan Map Amendment (Zone Change):

- May be submitted concurrently with the PLA application.
- Applicant-initiated Plan Map Amendment is a <u>Type IV-A</u> process that is decided by City Council.
  - An advisory recommendation is sought at Tualatin Planning Commission prior to a City Council hearing. The applicant team is invited to attend and share information at this meeting, as are members of the public, but it is not a formal hearing.
- Application packet: https://www.tualatinoregon.gov/sites/default/files/fileattachments/planning/page/5083/pma\_i

   nstructions withform.pdf
- Requires narrative findings to approval criteria listed in <u>TDC 33.070(5)</u> with supporting evidence including:
  - Findings that the zone change will correct a mapping error and will have a de minimis impact on:
    - The Transportation Planning Rule (TPR);
    - Applicable goals and policies found in <u>Tualatin Comprehensive Plan</u> including Chapters 3 and 4 which states:
  - o Service provider letter from the Tigard-Tualatin School District.
- Example of a recent plan map amendment application is found on our projects website: <a href="https://www.tualatinoregon.gov/planning/pma-21-0001-tualatin-heights-apartments">https://www.tualatinoregon.gov/planning/pma-21-0001-tualatin-heights-apartments</a>
  - o For Council recording and packets: <a href="https://www.tualatinoregon.gov/meetings">https://www.tualatinoregon.gov/meetings</a>

#### **Neighborhood Developer Meeting:**

- Holding a Neighborhood/Developer meeting is required for a zone change application.
- Neighborhood/Developer meetings should be held in-person and generally no more than six months prior to application. More detailed information about this meeting, is

online here: <a href="https://www.tualatinoregon.gov/planning/neighborhood-developer-meetings">https://www.tualatinoregon.gov/planning/neighborhood-developer-meetings</a>

- Applicants are responsible for mailing and posting notice of your Neighborhood Developer meeting. The City can provide a list of addresses for your notice letters for a \$35 fee. Place your request by emailing: <a href="mailto:planning@tualatin.gov">planning@tualatin.gov</a>.
- Be sure to email the meeting invite to <a href="mailto:planning@tualatin.gov">planning@tualatin.gov</a>.

#### Vogel, Blakely

From: Vogel, Blakely

Sent: Wednesday, February 28, 2024 9:06 AM

**To:** Erin Engman

**Cc:** Steve Koper; Lindsey Hagerman

Subject: RE: PRE23-0002 9700 SW TUALATIN RD

Hi Erin,

The project and parties have not changed at all, so we should be good regarding TDC 32.110(6).

Thank you for your prompt reply and assistance on this project. It is much appreciated.

Best, Blake

From: Erin Engman <eengman@tualatin.gov>
Sent: Wednesday, February 28, 2024 8:45 AM
To: Vogel, Blakely <Blakely.Vogel@MillerNash.com>

Cc: Steve Koper <skoper@tualatin.gov>; Lindsey Hagerman <lhagerman@tualatin.gov>

Subject: RE: PRE23-0002 9700 SW TUALATIN RD

[EXTERNAL MESSAGE: This email originated from outside of the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

#### Good morning Blakely-

And thanks for checking in on the project! As long as the following haven't changed under TDC 32.110(6), then we can consider this email chain as fulfilling the follow-up conference requirement.

- The proposed use, layout, and/or design of the proposal have significantly changed; or
- The owner and/or developer of a project changes after the pre-application conference and prior to application submittal.

I appreciate you staying on top of the application criteria,

#### **Erin Engman, AICP**

Senior Planner

City of Tualatin | Planning Division 503.691.3024 | www.tualatinoregon.gov

From: Vogel, Blakely < Blakely. Vogel@MillerNash.com >

**Sent:** Tuesday, February 27, 2024 6:30 PM **To:** Erin Engman < <a href="mailto:eengman@tualatin.gov">eengman@tualatin.gov</a>>

Cc: Steve Koper <skoper@tualatin.gov>; Lindsey Hagerman <lhagerman@tualatin.gov>

Subject: RE: PRE23-0002 9700 SW TUALATIN RD

Hi Erin (et al.),

Apologies for the radio silence on the below project, but the surveyor contracted to assist with the application process delayed the project by taking significantly longer than anticipated.

That being said, the pre-application conference is only valid for 6 months and that elapsed, based on your last email, on 1/26/2024. (TDC 32.110(6)(a)). This compounds our issues, as the public meeting we held for the plan map amendment on 7/12/2023, is potentially no longer valid, as the public meeting must occur between the pre-application conference and submission of the application (TDC 32.120(3)).

Is there a way to fulfill the pre-application conference requirement without hosting another public meeting?

Happy to discuss this and any further details of the project as needed.

Best (and belated happy New Year), Blake

#### **Blakely Vogel**

Attorney

#### Miller Nash LLP

US Bancorp Tower | 111 SW Fifth Ave, Ste 3400 | Portland, OR 97204

Direct: 503.205.2506 | Office: 503.224.5858

Email | Insights | Website

<u>WE ARE MOVING!</u> Effective March 11, 2024 you can find us at our new Portland office located at **1140 SW Washington St, Ste 700, Portland, OR 97205**.

Our attorneys regularly offer insights to address the challenges faced by our clients. To visit the Miller Nash industry-focused blog overview page on our updated website: please click this link.

From: Erin Engman < <u>eengman@tualatin.gov</u>>
Sent: Wednesday, July 26, 2023 9:09 AM

To: Vogel, Blakely <Blakely.Vogel@MillerNash.com>

Cc: Steve Koper <skoper@tualatin.gov>; Lindsey Hagerman <lhagerman@tualatin.gov>

Subject: RE: PRE23-0002 9700 SW TUALATIN RD

[EXTERNAL MESSAGE: This email originated from outside of the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

#### Hi Blakely-

Thanks for checking in the map amendment. We recently had a residential plan map amendment go before council that was controversial to some community members, so that may explain the interest in your application.

And since it sounds like the proposal hasn't changed and that you may not have any additional questions on the plan map amendment process, then this email conversation could suffice as the follow-up conference.

Hope your week is going well,

#### **Erin Engman, AICP**

Senior Planner
City of Tualatin | Planning Division
503.691.3024 | www.tualatinoregon.gov

From: Vogel, Blakely <Blakely.Vogel@MillerNash.com>

**Sent:** Thursday, July 20, 2023 3:28 PM **To:** Erin Engman < <a href="mailto:eengman@tualatin.gov">eengman@tualatin.gov</a>>

Cc: Steve Koper <skoper@tualatin.gov>; Lindsey Hagerman <lhagerman@tualatin.gov>

Subject: RE: PRE23-0002 9700 SW TUALATIN RD

Erin,

Apologies for the gap in communications, but this project is moving along. We recently had a public meeting about the plan map amendment that went well (though a surprising number of people showed up despite the limited subject matter).

There was a miscommunication between us and the surveyor, and it looks like we're a few months out from a full survey. This pushes us past the time period by which an application must be submitted for a map amendment after a pre-application meeting, which by my understanding would be August 8, 2023. (TDC 32.110(6)(a)). Unless we can get the surveyor in gear, is there a way to avoid needing a second pre-application conference? The project has not changed in the least.

Hope all are well.

Best, Blake

#### **Blakely Vogel**

Attorney

#### Miller Nash LLP

US Bancorp Tower | 111 SW Fifth Ave, Ste 3400 | Portland, OR 97204

Direct: 503.205.2506 | Office: 503.224.5858

**Email | Insights | Website** 

Our attorneys regularly offer insights to address the challenges faced by our clients. To visit the Miller Nash industry-focused blog overview page on our updated website: <u>please click this link</u>.

From: Erin Engman < <u>eengman@tualatin.gov</u>>
Sent: Wednesday, April 26, 2023 12:08 PM

To: Vogel, Blakely < Blakely. Vogel@MillerNash.com >; Rasmussen, William < william.rasmussen@millernash.com >

Cc: Steve Koper < <a href="mailto:skoper@tualatin.gov">skoper@tualatin.gov</a>>; Lindsey Hagerman < <a href="mailto:lhagerman@tualatin.gov">lhagerman@tualatin.gov</a>>

Subject: RE: PRE23-0002 9700 SW TUALATIN RD

[EXTERNAL MESSAGE: This email originated from outside of the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hi Blakely-

Thank you for reaching out with your questions. For the property line adjustment submittal, I would suggest referring to <u>Tualatin Development Code 36.100</u>. You'll want to submit narrative statements to address (4) Approval Criteria.

I would also recommend paying close attention to criteria (4)(b):

(b) The property line adjustment will not create nonconforming units of land or nonconforming development, or increase the degree of nonconformity in existing units of land or existing development

For more information on what may constitute a Nonconforming Situation, please refer to TDC <u>Chapter 35</u>. Development standards for the industrial property that is zoned Light Manufacturing is found in <u>Chapter 60</u>, and for the mobile home park property zoned Medium-Low Density is found in <u>Chapter 41</u> and <u>Chapter 34.500</u>.

Please let me know if other questions arise along the way,

#### **Erin Engman, AICP**

Senior Planner
City of Tualatin | Planning Division
503.691.3024 | www.tualatinoregon.gov

From: Vogel, Blakely < Blakely. Vogel@MillerNash.com >

Sent: Tuesday, April 25, 2023 4:49 PM

To: Erin Engman < eengman@tualatin.gov>; Rasmussen, William < william.rasmussen@millernash.com>

Cc: Steve Koper < <a href="mailto:skoper@tualatin.gov">skoper@tualatin.gov</a>>; Lindsey Hagerman < <a href="mailto:lhagerman@tualatin.gov">lhagerman@tualatin.gov</a>>

Subject: RE: PRE23-0002 9700 SW TUALATIN RD

Erin,

Thank you again for the notes from our pre-application meeting. Our client and the other property owner have decided to go ahead with the project and submit applications for a property line adjustment and plan map amendment.

Also, thank you for recommending the PMA 21-0001—Tualatin Heights Apartment project as an example for the map amendment project. It has been helpful so far. I also reviewed the City's planning projects and found the <a href="PAR22-0002">PAR22-0002</a>— <a href="PAR22-0002">23370 SW Boones Ferry Road Partition</a> project. I assume that it is a good example to work from because both partitions and property line adjustments are covered under chapter 36 of the TDC (though obviously subject to different approval criteria). Please let me know if this is not the case.

I'm sure I'll have questions as we proceed, and please let me know if there is anything you recommend we do from the outset of this process that makes life easier for everyone.

Best, Blake

#### **Blakely Vogel**

Attorney

Miller Nash LLP

US Bancorp Tower | 111 SW Fifth Ave, Ste 3400 | Portland, OR 97204

Direct: 503.205.2506 | Office: 503.224.5858

Email | Insights | Website

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-----

From: Erin Engman < <u>eengman@tualatin.gov</u>> Sent: Thursday, March 30, 2023 10:33 AM

To: Rasmussen, William <william.rasmussen@millernash.com>; Vogel, Blakely <Blakely.Vogel@MillerNash.com>

**Cc:** Steve Koper < <a href="mailto:skoper@tualatin.gov">skoper@tualatin.gov</a>>; Lindsey Hagerman < <a href="mailto:lhagerman@tualatin.gov">lhagerman@tualatin.gov</a>>

Subject: RE: PRE23-0002 9700 SW TUALATIN RD

[EXTERNAL MESSAGE: This email originated from outside of the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hi Will and Blakely-

Hope you have been well. Please find our preapplication notes attached from our Property Line Adjustment conversation a few weeks ago.

Feel free to reach out with additional questions.

**Erin Engman, AICP** 

Senior Planner City of Tualatin | Planning Division 503.691.3024 | www.tualatinoregon.gov

### **Exhibit G**

### **Citizen Involvement Organization Contact Information**

#### Vogel, Blakely

From: Vogel, Blakely

Sent: Tuesday, May 9, 2023 9:11 AMTo: riverparkcio@gmail.comCc: Rasmussen, William

**Subject:** Notice of Property Line Adjustment

Attachments: Map.png; Riverpark CIO Boundary, 4888-0299-1713 v.1.pdf

Dear Riverpark Community Involvement Organization Board,

As per TDC 32.140(1)(h), I am writing to you on behalf of the owners of Willow Glen Mobile Home Park, located at 9700 SW Tualatin RD, Tualatin, OR 97062 (the "**Property**"). Recent dealings with the two properties to the immediate west of the Property, 9975 and 9905 Tualatin RD, Tualatin, OR 97062, brought it to our attention that the actual property line between these properties is different than the line recorded in the City of Tualatin's Plan Map ("**Plan Map**"). As you can see in the map attached here, the Property extends further west than as drawn in the current Plan Map. Additionally, this line defines the Riverpark CIO boundary, as the additional attachment shows.

As such, we will be applying to the City of Tualatin to adjust the property line to match the actual property line between the Property and adjacent properties, and also to amend the Plan Map accordingly. No new development is needed or proposed.

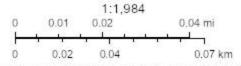
Please let me know if you have any questions or would like to discuss the matter further.

Best, Blake

### Letter ANSI A Landscape





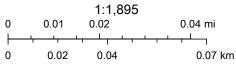


Maxar, Microsoft, State of Oregon GEO, Esri, HERE, IPC, TualGIS, Metro, GIG, TualGIS

### City of Tualatin, Oregon Community Involvement Organizations (CIOs)



April 25, 2023



Maxar, Microsoft, State of Oregon GEO, Esri, HERE, iPC, TualGIS, Metro, GIG, TualGIS

#### **CERTIFICATION OF SIGN POSTING**



In addition to the requirements of TDC 32.150, the 18" x 24" sign must display the meeting date, time, and address as well as a contact phone number. A template of this sign is available at: https://www.tualatinoregon.gov/planning/neighborhooddeveloper-meeting-information-packet

As the applicant for the <u>Property Line Adjustment and Plan Map Amendment</u> project, I hereby certify that on this day, 4 sign(s) was/were posted on the subject properties in accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: Ber	<u>njamin Kilo, Presider</u>	nt of Life Front Communities	
	DocuSigned by:	(Please Print)	
Applicant's Signature:	Benjamin kilo		
0	VADEFSDEUADF4FA		
		Date: July 2, 2024	

#### **CERTIFICATION OF SIGN POSTING**



In addition to the requirements of TDC 32.150, the 18" x 24" sign must display the meeting date, time, and address as well as a contact phone number. A template of this sign is available at: https://www.tualatinoregon.gov/planning/neighborhooddeveloper-meeting-information-packet

As the applicant for the <u>Property Line Adjustment and Plan Map Amendment</u> project, I hereby certify that on this day, 4 sign(s) was/were posted on the subject properties in accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: Benjamin Kilo, President of Life Front Communities

Occusigned by: (Please Print)

Applicant's Signature: Buyanin Lilo

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Date: July 2, 2024